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
Richard Greene
District 3
Marlys Dunne
District 4
Ben Montzka
District 5
Dan Dahlberg

REGULAR MEETING – Wednesday, December 7, 2022
County Board Room, Suite 160A

6:30 p.m. **Oath of Office Administered to Commissioner Dan Dahlberg, District 5**
County Auditor-Treasurer Bridgitte Konrad

Convene; Pledge of Allegiance; Approve Agenda

Health & Human Services Committee of the Whole:
Topics for Discussion:

1.)	Directors Update	TAB 1

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

2.)	Payment of County's Warrants for HHS	TAB 2
3.)	Adult Mental Health Grant 2023 – MN Dept. of Health	TAB 3
4.)	MOU with North Branch Area Public Schools for Baby Café 2023	TAB 4
5.)	Children's Mental Health Screening Grant 2023	TAB 5
6.)	Out of State Travel Request – Monthly Client Visit to Connecticut	TAB 6
7.)	Central Minnesota Mental Health Center Detoxification Services Contract 2023	TAB 7
8.)	Emergency Foster Care Contract with Samantha and Nathan Hansen	TAB 8

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 – Adult Mental Health Grant – MN Dept. of Health	TAB 3
4.)	HHS Committee Recommendation – MOU with NB Public Schools for Baby Café 2023	TAB 4
5.)	HHS Committee Recommendation – Children's Mental Health Screening Grant 2023	TAB 5
6.)	HHS Committee Recommendation – Out of State Travel Request – Client Visit to Conn.	TAB 6
7.)	HHS Committee Recommendation – CM Mental Health Center Detoxification Services	TAB 7
8.)	HHS Committee Recommendation – Emergency Foster Care Contract with Hansens	TAB 8
9.)	Payment of County's Warrants and Miscellaneous Bills	TAB 9
10.)	Minutes from the November 16, 2022 Regular Meeting	TAB 10
11.)	Advertising 2023 Citizen Committee Vacancies	TAB 11
12.)	Budget Adjustment – OpenGov – License Agreement Purchase	TAB 12

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

13.) Consideration of Final 2023 Operating County Budget and Capital Improvement Plan TAB 13

Other County Business:

14.) Out of State Travel Request – 2022 Annual Iowa County Engineer Association Conference TAB 14
15.) Resolution of Support for an Active Transportation Grant for the City of Lindstrom TAB 15
16.) FINAL County Road (CP) Paving Project CP 013-079-022 TAB 16
17.) Public Works Equipment Request – 2022 CIP – Survey Equipment TAB 17
18.) Renewal of Commercial Lease Agreement with Arrowhead Transit (AEOA) TAB 18
19.) Douglas Johnson "DJ's Dream" Final Plat & Rezoning TAB 19
20.) Updated Wetland Conservation Act Administration and Delegation Resolutions TAB 20
21.) 2023-24 Prof. Tech. Services Contract – Soil and Water Conservation District (SWCD) TAB 21

Discussion Items:

- Administrator Updates
- Correspondence
- Commissioner Committee Reports

*****Announce Closed Meeting (M.S. § 13D.03)*****

- Meetings of the Chisago County Board of Commissioners may be closed if the closure is expressly authorized by statute. Minn. Stat. §13D.03 subd. 1. The governing body of a public employer may by a majority vote in a public meeting decide to hold a closed meeting to consider strategy for labor negotiations, including negotiation strategies , including negotiation strategies or developments or discussion and review of labor negotiation proposals, conducted pursuant to sections 179A.01 to 179A.25.

Adjourn Meeting of the Board of Commissioners

#1

CHISAGO COUNTY HEALTH & HUMAN SERVICES

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

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

Memo To: **Chisago County Commissioners**

From: **Robert Benson, Health and Human Services Director**

RE: **Report of the Health and Human Services Department**

Date: **November 30, 2022**

I. Department Updates/Highlights:

On October 13, 2022 the US Department of Health and Human Services again extended the federal COVID-19 public health emergency for an additional 90 days. This is important for HHS because it does allow many of the COVID-19 waivers to remain in effect. It prevents individuals currently in long term services and supports from loosing services, allows parents of minors and spouses to provide personal care assistance (PCA) services and allows remote visits and services in certain circumstances. Additionally, verbal signatures may continue to be accepted for many of our programs when the individual is physically unavailable for signature.

The Minnesota 2023 legislative session starts in January. Currently AMC, MACSSA, and MICA are working with all member counties to establish priorities for the upcoming legislative agenda. Among the priorities that we are looking at are increased funding for mental health services and addressing the infrastructure needs for community mental health services and supports; evolving health and human services by making some of the COVID-19 waivers permanent; addressing the costs for state operated services that are shifted onto counties; and requiring the state to be the entity that provides safety net services for the most vulnerable adults and children who are unable to be served by community providers due to their complex needs. Additionally, we are advocating for the state to adequately fund the Family First Prevention Services Act and the related out of home placement costs, allowing counties flexibility in how services and programs are delivered or implemented. While there are many additional legislative positions being developed, these are of significance here in Chisago County, particularly for the funding and ensuring that the costs do not fall on local taxpayers. With the state continuing to hold over a 10-billion-dollar surplus we are optimistic that many of the priorities can be accomplished and funding can be provided at the state level rather than being forced onto counties. We will continue to be engaged in this process.

Bridges MN has announced that they have a buyer. Bridges MN will be acquired by Caregiver MN, LLC, effective January 20, 2023. You may recall that in June of this year DHS revoked the license for Bridges MN. Bridges MN did appeal the DHS decision and the appeal process has been ongoing. With the sale of Bridges MN at this time, the three homes here in Chisago County will be allowed to continue to operate under the new leadership. DHS has not yet updated counties as to the status of the appeal.

The MnCHOICES revision project is reportedly still on track to launch March 31, 2023. Chisago County should have access to the new system on April 3, 2023. We continue to have a waiting list for MnCHOICES Assessments here in the County. Currently we are running at about 60 to 75 days for an assessment. We do believe that the revision will help to speed the process and make things more efficient over time. We currently have 52 individuals on the waiting list, so it is remaining stable right now. (55 individuals last month)

Chisago County Public Health has completed the three initial community forums for discussion of the Opioid Settlement Agreement. There was good community turnout and participation at each forum. Public Health is now conducting focus groups with local law enforcement, Health and Human Services, individuals in recovery, and providers to further develop plans to address opioid use in Chisago County.

Chisago County Public Health continues to offer appointments for the Moderna COVID-19 bivalent booster at the North Branch HHS building. Eligible individuals can schedule an appointment by calling Public Health at 651-213-5233. The Moderna bivalent vaccine is approved for individuals 18 years and older.

II. Financial Notes:

Health and Human Services is currently wrapping up the end of the year. We are reviewing all grants to ensure we have maximized their use or are able to carry funding forward. We are within our budget for this year with no anticipated concerns. We are still in the process of the audit of our Revenue Recapture Program and our Social Security Representative Payee program. We are hoping those will be concluded by the end of the year.

III. Staffing Updates:

We are currently interviewing for a Behavioral Health Case Manager. Very limited applicants. We are also currently advertising for a Social Services Supervisor in our Aging and Disabilities Division, a Case Aide in child protection, and two positions in Public Health (one nurse and one program planner). Additionally, we continue to hold open two .8 Public Health nurse positions for budget considerations.

IV. Review of Requests for Board Action:

CHISAGO COUNTY
BOARD OF COMMISSIONERS
December 7, 2022

TAB # 2

Payment of County's Warrants for HHS

Authorize Payment of County's Warrants for HHS:

Prepared Check Date	Amount	Mail Date	Type of Payment
11/18/2022	$123,281.33		County's Warrants
11/18/2022	$21,442.96	12/7/2022	Auditor's Warrants
11/18/2022	-		County's Warrants
11/18/2022	$510.30	12/7/2022	Auditor's Warrants
11/23/2022	$15,491.49		County's Warrants
11/23/2022	$22,648.61	12/7/2022	Auditor's Warrants

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

Chisago County Request For Board Action

Meeting Date: December 7, 2022	***Item Number:*** 3
Title of Item for Consideration: Adult Mental Health Grant 2023 – MN Dept. of Health	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: Approval of a grant contract dated 1-1-21 through 12-31-22.	

Background: The Minnesota Department of Human Services funds a portion of the Adult Mental Health program through a mental health service grant contract. The county and the state collaborate to provide supports and services to adults with mental illness that:

- Recognize the right of adults with mental illness to control their own lives as fully as possible;
- Promote their independence and safety;
- Reduce chronicity of mental illness; and
- Eliminate abuse

The annual allocation of $378,936 is utilized towards services that meet Chisago County's Maintenance of Effort.

***Attachment(s)*:**

- Adult Mental Health Grant 2023

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Adult Mental Health Grant 2023 with the MN Dept of Health. The suggested motion is as follows:

"Move to approve the Adult Mental Health Grant 2023 with the MN Dept of Health."

***Implications of Action*:** Approval of this contract will allow Chisago County Health & Human Services to receive funding from the State of Minnesota to provide Adult Mental Health Services and the Community Support Program to eligible residents of Chisago County.

***Budget/Financial Implications*:** Funded by grant 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 _____

DEPARTMENT OF HUMAN SERVICES

Minnesota Department of Human Services
County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Division ("STATE") and Chisago County, an independent grantee, not an employee of the State of Minnesota, located at 313 North Main Street, Room 230, Center City, MN 55012 ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) and 245.461 to 245.486 (the "Minnesota Comprehensive Adult Mental Health Act"), has authority to enter into contracts for the following services: create and ensure a unified, accountable, and comprehensive adult mental health system with services administered under Adult Mental Health Initiative and/or Community Support Program funding.

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **January 1, 2023**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **December 31, 2024**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: 9. Liability; 10. Information Privacy and Security; 11. Intellectual Property Rights; 13.1. State audit; and 14. Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

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

2.2 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT (MN.IT) Accessibility Standards, as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

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

a. **Compensation.** COUNTY will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.

   1. COUNTY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 16.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of the smaller line item and when the total obligation and salaries/fringe benefits remain unchanged.

   2. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.

   3. Attachment B, "Budget", covers two full calendar years. The total budget amount indicated

in Attachment B is to be dispersed over two calendar years. In calendar year 2023, COUNTY shall not invoice the STATE, and STATE shall not pay COUNTY, for more than half of the total budget amount indicated in Attachment B.

4. All expenditures must be for services or items necessary for the delivery of those services. "Capital" purchases are prohibited. Capital purchases are defined as something which has a useful life of more than one year and a per-unit acquisition cost which exceeds $5,000 and is 1) land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; or 2) additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, alterations, or repairs of the items listed above that materially increase their value or useful life.

5. COUNTY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 16.1 of CONTRACT, revisions shall be done on a form provided by the STATE. Revisions are required when adding or removing a BRASS code from the budget or adding or removing a provider(s). Shifting of funds between budget line items does not require an amendment. Amendments are required when extending the end date or changing the total grant award, pursuant to Clause 16.1 of CONTRACT. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change on a form provided by STATE.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the Commissioner's Plan.[1] COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

c. Total obligation. The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **three hundred seventy-eight thousand nine hundred thirty-six dollars ($378,936).**

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

[1] https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp

3.2. Terms of payment

a. **Advance.** The COUNTY will receive one initial payment **forty-seven thousand three hundred sixty-seven dollars ($47,367)** which is granted pursuant to Minnesota Administrative Rule 9535.1740 at the start of the CONTRACT. The COUNTY is not eligible to receive a cash advance from the STATE in Year 2 of the CONTRACT.

b. **Reconciliation.** The COUNTY must submit financial reconciliation documentation to STATE Authorized Representative which demonstrates an accurate and complete account of the YEAR 1 cash advance. Any portion of the cash advance that is unspent must be returned to STATE on a date determined by the STATE's Authorized Agent. Required documentation and submission date will be determined by STATE Authorized Representative, but will be no later than within sixty (60) days of the end of the contract term

c. **Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted via quarterly SEAGR report (DHS-2557) and on the BRASS-Based Grant Fiscal Report (DHS-2895) specific to the grant, and according to the following schedule: **following each March 31, June 30, September 30, and December 31.**

4. CONDITIONS OF PAYMENT.

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

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

a. Any amounts received by COUNTY from the STATE for contract services which have been inaccurately reported or are found to be unsubstantiated;

b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;

c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 2.1(a);

d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 1, COUNTY's Duties; and/or

e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

6.2. Insufficient funds. STATE 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 will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE 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. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Andrea Abel** or successor. Email: **Andrea.B.Abel@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Angie Kemen** or successor. Phone and email: **651-213-5629, angie.kemen@chisagocounty.us** . If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Chase Burnham** or successor. Phone and email: **651-213-8877, Chase.Burnham@chisagocountymn.gov** .

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. 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 the STATE'S obligation or responsibility.

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

Information privacy and security shall be governed by the "Data Sharing Agreement and Business Associate Agreement Terms and Conditions" which is attached and incorporated into this CONTRACT as **Attachment C**, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are

the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

a. **Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.

b. **Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

c. **Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

d. **Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of $5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

13. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

13.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

13.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, a copy of the relevant audit must be submitted to STATE within thirty (30) days of the audit's completion.

13.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving $750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

13.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

13.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each

participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

14. JURISDICTION AND VENUE.

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

15. CLERICAL ERRORS AND NON-WAIVER.

15.1. Clerical error. Notwithstanding Clause 16.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

15.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

16. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

16.1. 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.

16.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

16.3. Entire Agreement.

a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 16.1.

b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

16.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

17. PROCURING GOODS AND CONTRACTED SERVICES.

17.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

17.2. Prevailing wage. For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

17.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's Suspended/Debarred Vendor Report. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

18. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

19. LEGAL COMPLIANCE.

19.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

19.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #1329 (Sexual Harassment Prohibited) and #1436 (Harassment and Discrimination Prohibited).

19.3 Grants management policies. COUNTY must comply with required Grants Management Policies and procedures as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) Policy 08-10.

19.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. COUNTY shall immediately notify STATE if a conflict of interest arises.

20. OTHER PROVISIONS

20.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. **STATE ENCUMBRANCE VERIFICATION**

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

By:_____

Date:_____

Contract No:_____

2. **COUNTY**

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

By:_____

Title:_____

Date:_____

3. **STATE AGENCY**

By (with delegated authority):_____

Title:_____

Date:_____

Distribution: (fully executed contract to each)

Contracting and Legal Compliance Division

County

State Authorized Representative

Reviewed as to Form

Janet Kartes

Chisago County Attorney Dated: 11/30/2022

ATTACHMENT A: COUNTY DUTIES

The following items will be evaluated throughout the contract period: 1/1/23-12/31/24.

Objective	Description of Tasks and Deliverables	Evaluation Method
AMHI only		
Have written policy and procedures governing accounting and operational procedures	• Documented agreement for multi-county initiatives (e.g., MOU, bylaws, joint powers agreement) • Decision-making process document or description • Contingency planning (see section 20.2 of contract) • Nondiscrimination policies (see section 19.2 of contract)	Twice yearly site visits
Include persons with mental illness, Tribal organizations of the county/region, and the Local Advisory Council in the development, implementation, and evaluation of all Adult Mental Health Plans	• Demonstrate people with lived experience of mental health are involved in planning, implementing, and evaluating Adult Mental Health Plans • Demonstrate tribal organizations are involved in planning, implementing, and evaluating Adult Mental Health Plans • Demonstrate Local Advisory Councils are involved in planning, implementing, and evaluating Adult Mental Health Plans	Twice yearly site visits
Ensure that Adult Mental Health Initiative projects are planned and administered according to Minn. Stat. 245.4661	• Design, plan, and improve the mental health service delivery system for adults with serious and persistent mental illness (SPMI) • Include program evaluation	Twice yearly site visits
Meet requirements of Open Meeting Law	• Meeting information posted where community members can find it • Meeting minutes and decisions are documented and publicly available	Twice yearly site visits
CSP only		
Ensure that Community Support Plan services are planned and administered according to Minn. Stat. 245.4712	• Assure sufficient community support services are available to meet the needs of adults with SPMI in the county	Twice yearly site visits
AMHI and CSP		
Work to achieve the mission statement described in the Minnesota Comprehensive Adult Mental Health Act Minn. Stat. 245.461	• Lived experience with mental illness guides the governance and services • Brings together people with lived experience, providers, counties, tribes, MCOs and DHS to fully utilize all available resources to meet regional needs. • Develops and provides an array of person centered services that builds on personal and cultural strengths.	Twice yearly site visits

	• Utilizes a data driven model to evaluate the impact of services on health outcomes. • Assures access, early intervention, coordination, and application of resources through creative partnerships.	
Ensure all revenue received by COUNTY and its contracted or subcontracted providers is managed according to Minnesota Rules chapter 9535.1740 subd.3	• Submit quarterly fiscal reports / invoices to DHS for payment	Twice yearly site visits
Ensure their contracted providers bill eligible insurance before accessing Adult Mental Health grant funding		Twice yearly site visits
Have a transition plan that complies with Minnesota Statute 245.466 subd.3a	• Transition plan for continuity of care in the event of contract termination with a community mental health center • Transition plan for continuity of care in the event of contract termination with a community support services provider	Twice yearly site visits
Complete all required data reporting and ensure their contracted providers are completing all required data reporting	• MHIS data reporting completed twice a year • SSIS data reporting completed • Supplemental spreadsheet reporting completed twice a year • Effort made to have providers reporting into MHIS instead of the supplemental spreadsheet	Twice yearly site visits
Meet the policy requirements from the Office of Grants Management for all subcontracts that are over $50,000	• Grant monitoring plan for all subcontracts over $50,000, including site visits and financial reconciliation • Conflict of interest assessed and documented	Twice yearly site visits
Incorporate the National Culturally and Linguistically Appropriate Services (CLAS) Standards into County administered services and contracts/agreements with community service providers	• Demonstrated effort to provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs	Twice yearly site visits

CY2023-2024 Adult Mental Health Initiative Grant Contract Attachment B

CSP Budget Summary

This page will automatically update based on selections on the previous tabs.
No entry needed. Review only to ensure difference is $0.

Region or County	CSP Allocation	Amount budgeted	Difference
Chisago - CSP	$378,936	$ 378,936	$ -

BUDGET SUMMARY Year 1		BUDGET SUMMARY Year 2		PROJECT TOTAL
BRASS Code	TOTAL BUDGET CY2023	BRASS Code	TOTAL BUDGET CY2024	
Fiscal host fee	$ 18,000.00	Fiscal host fee	$ 18,000.00	
402x - Community Education and Prevention	$ 1,000.00	402x - Community Education and Prevention	$ 1,000.00	
403x - Adult Client Outreach	$ -	403x - Adult Client Outreach	$ -	
408x - Adult Outpatient Diagnostic Assessment / Psychological Testing / Explanation of Findings	$ 1,000.00	408x - Adult Outpatient Diagnostic Assessment / Psychological Testing / Explanation of Findings	$ 1,000.00	
416x - Transportation	$ 2,000.00	416x - Transportation	$ 2,000.00	
418x - Client Flex Funds	$ 3,468.00	418x - Client Flex Funds	$ 3,468.00	
420x - Peer Support Services	$ -	420x - Peer Support Services	$ -	
431x - Adult Mobile Crisis Services	$ -	431x - Adult Mobile Crisis Services	$ -	
434x - Community Support Program Services	$ 1,000.00	434x - Community Support Program Services	$ 1,000.00	
436x - Adult Residential Crisis Stabilization	$ 25,000.00	436x - Adult Residential Crisis Stabilization	$ 25,000.00	
437x - Supported Employment / Individualized Placement and Support Services	$ -	437x - Supported Employment / Individualized Placement and Support Services	$ -	
438x - Assertive Community Treatment (ACT)	$ -	438x - Assertive Community Treatment (ACT)	$ -	
443x - Housing Subsidy	$ 8,000.00	443x - Housing Subsidy	$ 8,000.00	
446x - Basic living / Social Skills and Community Integration	$ 80,000.00	446x - Basic living / Social Skills and Community Integration	$ 80,000.00	
451x - Emergency Response Services	$ -	451x - Emergency Response Services	$ -	
452x - Adult Outpatient Psychotherapy	$ 1,500.00	452x - Adult Outpatient Psychotherapy	$ 1,500.00	
454x - Adult Outpatient Medication Management	$ -	454x - Adult Outpatient Medication Management	$ -	
468x - Adult Day Treatment	$ 15,000.00	468x - Adult Day Treatment	$ 15,000.00	
469x - Partial Hospitalization	$ -	469x - Partial Hospitalization	$ -	
474x - Intensive Residential Treatment Services (IRTS)	$ 17,000.00	474x - Intensive Residential Treatment Services (IRTS)	$ 17,000.00	
491x - Adult Rule 79 Targeted Case Management (TCM)	$ 16,500.00	491x - Adult Rule 79 Targeted Case Management (TCM)	$ 16,500.00	
493x - Adult General Case Management	$ -	493x - Adult General Case Management	$ -	
TOTAL CSP FUNDS CY2023	$ 189,468.00	TOTAL CSP FUNDS CY2024	$ 189,468.00	$ 378,936.00

ATTACHMENT C –
DATA SHARING AND BUSINESS ASSOCIATE AGREEMENT
TERMS AND CONDITIONS

This Attachment sets forth the terms and conditions in which STATE will share data with and permit COUNTY to Use or Disclose Protected Information that the parties are legally required to safeguard pursuant to the Minnesota Government Data Practices Act ("MGDPA") under Minnesota Statutes, chapter 13, the Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 ("HIPAA"), and other Applicable Safeguards.

The parties agree to comply with all applicable provisions of the MGDPA, HIPAA, and any other Applicable Safeguard that applies to the Protected Information.

General Description of Protected Information That Will Be Shared: Adult Mental Health Initiative (AMHI) and/or Community Support Program (CSP) data for the term of the contract.

Purpose for Sharing Protected Information and Expected Outcomes: Review of AMHI and/or CSP COUNTY projects to assure program integrity, quality, and effectiveness.

STATE is permitted to share the Protected Information with COUNTY pursuant to: Minnesota Data Practices Act under Minnesota Statutes, Chapter 13

It is expressly agreed that COUNTY is a "business associate" of STATE, as defined by HIPAA under 45 C.F.R. § 160.103, "Definitions." The Disclosure of Protected Health Information to COUNTY that is subject to the Health Insurance Portability Accountability Act (HIPAA) is permitted by 45 C.F.R. § 164.502(e)(1)(i), "Standard: Disclosures to Business Associates."

It is understood by COUNTY that, as a business associate under HIPAA, COUNTY is directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making Uses and Disclosures of Protected Health Information that are not authorized by contract or permitted by law. COUNTY is also directly liable and subject to civil penalties for failing to safeguard electronic Protected Health Information in accordance with the HIPAA Security Rule, Subpart C of 45 C.F.R. Part 164, "Security and Privacy."

DEFINITIONS

A. "Agent" means COUNTY'S employees, contractors, subcontractors, and other non-employees and representatives.

B. "Applicable Safeguards" means the state and federal safeguards listed in subsection 2.1.A of this Attachment.

C. "Breach" means the acquisition, access, Use, or Disclosure of unsecured Protected Health Information in a manner not permitted by HIPAA, which compromises the security or privacy of Protected Health Information.

D. "Business Associate" shall generally have the same meaning as the term "business associate"

found in 45 C.F.R. § 160.103, and in reference to the party in the Contract and this Attachment, shall mean COUNTY.

E. "Contract" means the Contract between STATE and COUNTY to which this Attachment is attached.

F. "Disclose" or "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of information by the entity in possession of the Protected Information.

G. "HIPAA" means the rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164.

H. "Individual" means the person who is the subject of protected information.

I. "Privacy Incident" means a violation of an information privacy provision of any applicable state and federal law, statute, regulation, rule, or standard, including those listed in the Contract and this Attachment.

J. "Protected Information" means any information, regardless of form or format, which is or will be Used by STATE or COUNTY under the Contract that is protected by federal or state privacy laws, statutes, regulations, policies, or standards, including those listed in this Attachment. This includes, but is not limited to, individually identifiable information about a State, county or tribal human services agency client or a client's family member. Protected Information also includes, but is not limited to, Protected Health Information, as defined below, and Protected Information maintained within or accessed via a State information management system, including a State "legacy system" and other State application.

K. "Protected Health Information" is a subset of Protected Information (defined above) and has the same meaning as the term "protected health information" found in 45 C.F.R. § 160.103. For the purposes of this Attachment, it refers only to that information that is received, created, maintained, or transmitted by COUNTY as a Business Associate on behalf of STATE.

L. "Security Incident" means the attempted or successful unauthorized accessing, Use, or interference with system operations in an information management system or application. "Security Incident" does not include pings and other broadcast attacks on a system's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, provided that such activities do not result in the unauthorized exposure, viewing, obtaining, accessing, or Use of Protected Information.

M. "Use" or "Used" means any activity involving Protected Information including its creation, collection, access, acquisition, modification, employment, application, utilization, examination, analysis, manipulation, maintenance, dissemination, sharing, Disclosure, transmission, or destruction. "Use" includes any of these activities whether conducted manually or by electronic or computerized means.

1. INFORMATION EXCHANGED

1.1 This Attachment governs the data that will be exchanged pursuant to COUNTY performing the services described in the Contract. The data exchanged under the Contract will include: BRASS

Code data by client including, but not limited to, demographic information such as age, sex, race, the number of people served, and information related to housing, employment, hospitalization, symptoms, and satisfaction with services reported by COUNTY and its SUBCONTRACTORS to STATE. Data is submitted via the Mental Health Information System (MHIS), the Social Services Information System (SSIS), and other encrypted spreadsheet as directed by the STATE.

1.2 The data exchanged under the Contract is provided to COUNTY for COUNTY to: review of AMHI and/or CSP COUNTY projects to assure program integrity, quality, and effectiveness and to ensure COUNTY is meeting the terms of the Contract.

1.3 STATE is permitted to share the Protected Information with COUNTY pursuant to: the terms and conditions of the Contract and this Data Sharing and Business Associate Agreement in accordance with the Minnesota Data Practices Act under Minnesota Statutes, Chapter 13.

2. INFORMATION PRIVACY AND SECURITY

COUNTY and STATE must comply with the MGDPA, HIPAA, and all other Applicable Safeguards as they apply to all data provided by STATE under the Contract, and as they apply to all data created, collected, received, stored, Used, maintained, or disseminated by COUNTY under the Contract. The civil remedies of Minn. Stat. § 13.08, "Civil Remedies," apply to COUNTY and STATE. Additionally, the remedies of HIPAA apply to the release of data governed by HIPAA.

2.1 Compliance with Applicable Safeguards.

A. State and Federal Safeguards. The parties acknowledge that the Protected Information to be shared under the terms of the Contract may be subject to one or more of the laws, statutes, regulations, rules, policies, and standards, as applicable and as amended or revised ("Applicable Safeguards"), listed below, and agree to abide by the same.

1. Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 ("HIPAA");
2. Minnesota Government Data Practices Act (Minn. Stat. Chapter 13);
3. Minnesota Health Records Act (Minn. Stat. § 144.291–144.34);
4. Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. § 290dd-2, "Confidentiality of Records," and 42 C.F.R. Part 2, "Confidentiality of Substance Use Disorder Patient Records");
5. Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. § 6103, "Confidentiality and Disclosure of Returns and Return Information," and Internal Revenue Service Publication 1075;
6. U.S. Privacy Act of 1974;
7. Computer Matching Requirements (5 U.S.C. § 552a, "Records Maintained on Individuals");
8. Social Security Data Disclosure (section 1106 of the Social Security Act: 42 USC § 1306, "Disclosure of information in Possession of Social Security Administration or Department of Health and Human Services");
9. Disclosure of Information to Federal, State and Local Agencies (DIFSLA Handbook, Internal Revenue Service Publication 3373);

10. Final Exchange Privacy Rule of the Affordable Care Act (45 C.F.R. § 155.260, "Privacy and Security of Personally Identifiable Information,");
11. NIST Special Publication 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations," Revision 4 (NIST.SP.800-53r4), and;
12. All state of Minnesota "Enterprise Information Security Policies and Standards."[1]

The parties further agree to comply with all other laws, statutes, regulations, rules, and standards, as amended or revised, applicable to the exchange, Use and Disclosure of data under the Contract.

B. **Statutory Amendments and Other Changes to Applicable Safeguards.** The Parties agree to take such action as is necessary to amend the Contract and this Attachment from time to time as is necessary to ensure, current, ongoing compliance with the requirements of the laws listed in this Section or in any other applicable law.

2.2 COUNTY Data Responsibilities

A. **Use Limitation.**

1. **Restrictions on Use and Disclosure of Protected Information.** Except as otherwise authorized in the Contract or this Attachment, COUNTY may only Use or Disclose Protected Information as minimally necessary to provide the services to STATE as described in the Contract and this Attachment, or as otherwise required by law, provided that such Use or Disclosure of Protected Information, if performed by STATE, would not violate the Contract, this Attachment, HIPAA, or state and federal statutes or regulations that apply to the Protected Information.

2. **Federal tax information.** To the extent that Protected Information Used under the Contract constitutes "federal tax information" (FTI), COUNTY shall ensure that this data only be Used as authorized under the Patient Protection and Affordable Care Act, the Internal Revenue Code, 26 U.S.C. § 6103(C), and IRS Publication l 075.

B. **Individual Privacy Rights.** COUNTY shall ensure Individuals are able to exercise their privacy rights regarding Protected Information, including but not limited to the following:

1. **Complaints.** COUNTY shall work cooperatively and proactively with STATE to resolve complaints received from an Individual; from an authorized representative; or from a state, federal, or other health oversight agency.

2. **Amendments to Protected Information Requested by Data Subject Generally.** Within three (3) business days, COUNTY must forward to STATE any request to make any amendment(s) to Protected Information in order for STATE to satisfy its obligations under Minn. Stat. § 13.04, "Rights of Subjects of Data," subd. 4. If the request to amend Protected Information pertains to Protected Health Information, then COUNTY must also make any amendment(s) to Protected Health Information as directed or agreed to by STATE pursuant to 45 C.F.R. § 164.526,

[1] *See* https://mn.gov/mnit/government/policies/security/

"Amendment of Protected Health Information," or otherwise act as necessary to satisfy STATE or COUNTY's obligations under 45 CF.R. § 164.526 (including, as applicable, Protected Health Information in a designated record set).

C. Background Review and Reasonable Assurances of Agents.

1. **Reasonable Assurances.** COUNTY represents that, before any Agent is allowed to Use or Disclose Protected Information, COUNTY has conducted and documented a background review of the Agent sufficient to provide COUNTY with reasonable assurances that the Agent will fully comply with the terms of the Contract, this Attachment and Applicable Safeguards.

2. **Documentation.** COUNTY shall make available documentation required by this Section upon request by STATE.

D. Ongoing Responsibilities to Safeguard Protected Information.

1. **Privacy and Security Safeguards.** COUNTY shall develop, maintain, and enforce policies, procedures, and administrative, technical, and physical safeguards that comply with the Applicable Safeguards to ensure the privacy and security of the Protected Information, and to prevent the Use or Disclosure of Protected Information, except as expressly permitted by the Contract and this Attachment.

2 **Electronic Protected Information.** COUNTY shall implement and maintain appropriate safeguards with respect to electronic Protected Information, and comply with Subpart C of 45 C.F.R. Part 164 (HIPAA Security Rule) with respect to to prevent the Use or Disclosure other than as provided for by the Contract or this Attachment.

3. **Monitoring Agents.** COUNTY shall ensure that any Agent to whom COUNTY Discloses Protected Information on behalf of STATE, or whom COUNTY employs or retains to create, receive, Use, store, Disclose, or transmit Protected Information on behalf of STATE, agrees in writing to the same restrictions and conditions that apply to COUNTY under the Contract and this Attachment with respect to such Protected Information, and in accordance with 45 C.F.R. §§ 164.502, "Use and Disclosure of Protected Health Information: General Rules," subpart (e)1)(ii) and 164.308, "Administrative Safeguards," subpart (b)(2).

4. **Encryption**. According to the state of Minnesota's "Enterprise Information Security Policies and Standards,"[2] COUNTY must use encryption to store, transport, or transmit Protected Information and must not use unencrypted email to transmit Protected Information.

5. **Minimum Necessary Access to Protected Information.** COUNTY shall ensure that its Agents acquire, access, Use, and Disclose only the minimum necessary Protected Information needed to complete an authorized and legally permitted activity.

[2] https://mn.gov/mnit/government/policies/security/

6. **Training and Oversight.** COUNTY shall ensure that Agents are properly trained and comply with all Applicable Safeguards and the terms of the Contract and this Attachment.

E. **Responding to Privacy Incidents, Security Incidents, and Breaches.** COUNTY will comply with this Section for all Protected Information shared under the Contract. Additional obligations for specific kinds of Protected Information shared under the Contract are addressed in subsection 2.2(F), "Reporting Privacy Incidents, Security Incidents, and Breaches."

1. **Mitigation of harmful effects.** Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, COUNTY will mitigate, to the extent practicable, any harmful effect of the Privacy Incident, Security Incident, and/or Breach. Mitigation may include, but is not limited to, notifying and providing credit monitoring to affected Individuals.

2. **Investigation.** Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, COUNTY will investigate to (1) determine the root cause of the incident, (2) identify Individuals affected, (3) determine the specific Protected Information impacted, and (4) comply with notification and reporting provisions of the Contract, this Attachment, and applicable law.

3. **Corrective action.** Upon identifying the root cause of any Privacy Incident, Security Incident, and/or Breach, COUNTY will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, sanctioning Agents, and/or revising policies and procedures.

4. **Notification to Individuals and others; costs incurred.**

   a. **Protected Information.** COUNTY will determine whether notice to data subjects and/or any other external parties regarding any Privacy Incident or Security Incident is required by law. If such notice is required, COUNTY will fulfill the STATE's and COUNTY's obligations under any applicable law requiring notification, including, but not limited to, Minn. Stat. §§ 13.05, "Duties of Responsible Authority," and 13.055, "Disclosure of Breach in Security."

   b. **Protected Health Information.** If a Privacy Incident or Security Incident results in a Breach of Protected Health Information, as these terms are defined in this Attachment and under HIPAA, then COUNTY will provide notice to Individual data subjects under any applicable law requiring notification, including but not limited to providing notice as outlined in 45 C.F.R. § 164.404, "Notification to Individuals."

   c. **Failure to notify.** If COUNTY fails to timely and appropriately notify Individual data subjects or other external parties under subparagraph (a),

then COUNTY will reimburse STATE for any costs, fines, or penalties incurred as a result of COUNTY's failure to timely provide appropriate notification.

5. **Obligation to report to STATE.** Upon discovery of a Privacy Incident, Security Incident, and/or Breach, COUNTY will report to STATE in writing as further specified in subsection 2.2(F).

   a. **Communication with authorized representative.** COUNTY will send any written reports to, and communicate and coordinate as necessary with, STATE's authorized representative or designee.

   b. **Cooperation of response.** COUNTY will cooperate with requests and instructions received from STATE regarding activities related to investigation, containment, mitigation, and eradication of conditions that led to, or resulted from, the Security Incident, Privacy Incident, and/or Breach, and all matters pertaining to reporting and notification of a Security Incident, Privacy Incident, and/or Breach.

   c. **Information to respond to inquiries about an investigation.** COUNTY will, as soon as possible, but not later than forty-eight (48) hours after a request from STATE, provide STATE with any reports or information requested by STATE related to an investigation of a Security Incident, Privacy Incident, and/or Breach.

6. **Documentation.** COUNTY will document actions taken under paragraphs 1 through 5 of this Section, and retain this documentation for a minimum of six (6) years from the date it discovered the Privacy Incident, Security Incident, and/or Breach or the time period required by Section H, whichever is longer. COUNTY shall provide such documentation to STATE upon request.

F. **Reporting Privacy Incidents, Security Incidents, and Breaches.** COUNTY will comply with the reporting obligations of this Section as they apply to the kind of Protected Information involved. COUNTY will also comply with Subsection 2.2(E), "Responding to Privacy Incidents, Security Incidents, and Breaches," above in responding to any Privacy Incident, Security Incident, and/or Breach.

1. **Protected Health Information.** COUNTY will report Privacy Incidents, Security Incidents, and/or Breaches involving Protected Health Information as follows:

   a. **Reporting Breaches to STATE.** COUNTY will report, in writing, any Breach involving Protected Health Information to STATE within five (5) calendar days of discovery, as defined in 45 C.F.R. § 164.410, "Notification by a Business Associate," subpart (a)(2), for all Breaches involving fewer than 500 Individuals, and immediately for all Breaches involving 500 or more Individuals. These reports shall include, at a minimum, the following information:

      1. Identity of each Individual whose unsecured Protected Health Information has been, or is reasonably believed by COUNTY, to have been accessed, acquired, Used, or Disclosed during the incident or

Breach.

2. Description of the compromised Protected Health Information.
3. Date of the Breach.
4. Date of the Breach's discovery.
5. Description of the steps taken to investigate the Breach, mitigate its impact, and prevent future Breaches.
6. Sanctions imposed on COUNTY's Agents involved in the Breach.
7. All other information that must be included in notification to the Individual under 45 C.F.R. § 164.404(c).
8. Statement that COUNTY has notified, or will notify, impacted Individuals in accordance with 45 C.F.R. § 164.404 and, upon the completion of said notifications, provide through documentation of the recipients, date, content, and manner of the notifications.

b. **Reporting Breaches to external parties.** COUNTY shall timely report all Breaches involving Protected Health Information to the impacted Individuals (as specified in 45 C.F.R. § 164.404), the U.S. Department of Health and Human Services (as specified in 45 C.F.R § 164.408, "Notification to the Secretary"), and, for Breaches involving 501 or more Individuals, to the media (as specified in 45 C.F.R. § 164.406, "Notification to the Media"). As soon as possible and no later than 10 (ten) business days prior to any report to the media required by 45 C.F.R. § 164.406, COUNTY shall draft and provide to STATE for its review and approval all Breach-related reports or statements intended for the media.

c. **Reporting Security Incidents that do not result in a Breach to STATE.** COUNTY will report, in writing, all Security Incidents that do not result in a Breach, but involve systems maintaining Protected Health Information created, received, maintained, or transmitted by COUNTY or its Agents on behalf of STATE, to STATE on a monthly basis, in accordance with 45 C.F.R § 164.314, "Organizational Requirements."

d. **Reporting other violations to STATE.** COUNTY will report, in writing, any other Privacy Incident and/or violation of an Individual's privacy rights as it pertains to Protected Health Information to STATE within five (5) calendar days of discovery as defined in 45 C.F.R. § 164.410(a)(2). This includes, but is not limited to, any violation of Subpart E of 45 C.F.R. Part 164.

4. **Other Protected Information.** COUNTY will report all other Privacy Incidents, Security Incidents, and/or Breaches to STATE.

a. **Initial report.** COUNTY will report all other Privacy Incidents, Security Incidents, and/or Breaches to STATE, in writing, within five (5) calendar days of discovery. If COUNTY is unable to complete its investigation of, and response to, a Privacy Incident, Security Incident, and/or Breach within five (5) calendar days of discovery, then COUNTY will provide STATE with all information under subsections 2.2(E)(1)–(4), of this Attachment that are available to COUNTY at the time of the initial report, and provide updated

reports as additional information becomes available.

b. **Final report.** COUNTY will, upon completion of its investigation of and response to a Privacy Incident, Security Incident, and/or Breach, or upon STATE's request in accordance with subsection 2.2(E)(5) submit in writing a report to STATE documenting all actions taken under subsections 2.2(E)(1)–(4), of this Attachment.

G. **Designated Record Set—Protected Health Information.** If, on behalf of STATE, COUNTY maintains a complete or partial designated record set, as defined in 45 C.F.R. § 164.501, "Definitions," upon request by STATE, COUNTY shall, in a time and manner that complies with HIPAA or as otherwise directed by STATE:

1. Provide the means for an Individual to access, inspect, or receive copies of the Individual's Protected Health Information.

2. Provide the means for an Individual to make an amendment to the Individual's Protected Health Information.

H. **Access to Books and Records, Security Audits, and Remediation.** COUNTY shall conduct and submit to audits and necessary remediation as required by this Section to ensure compliance with all Applicable Safeguards and the terms of the Contract and this Attachment.

1. COUNTY represents that it has audited and will continue to regularly audit the security of the systems and processes used to provide services under the Contract and this Attachment, including, as applicable, all data centers and cloud computing or hosting services under contract with COUNTY. COUNTY will conduct such audits in a manner sufficient to ensure compliance with the security standards referenced in this Attachment.

2. This security audit required above will be documented in a written audit report which will, to the extent permitted by applicable law, be deemed confidential security information and not public data under the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, "General Nonpublic Data," subd. 1(a) and 2(a).

3. COUNTY agrees to make its internal practices, books, audits, and records related to its obligations under the Contract and this Attachment available to STATE or a STATE designee upon STATE's request for purposes of conducting a financial or security audit, investigation, or assessment, or to determine COUNTY's or STATE's compliance with Applicable Safeguards, the terms of this Attachment and accounting standards. For purposes of this provision, other authorized government officials includes, but is not limited to, the Secretary of the United States Department of Health and Human Services.

4. COUNTY will make and document best efforts to remediate any control deficiencies identified during the course of its own audit(s), or upon request by STATE or other authorized government official(s), in a commercially reasonable

timeframe.

I. **Documentation Required.** Any documentation required by this Attachment, or by applicable laws, standards, or policies, of activities including the fulfillment of requirements by COUNTY, or of other matters pertinent to the execution of the Contract, must be securely maintained and retained by COUNTY for a period of six years from the date of expiration or termination of the Contract, or longer if required by applicable law, after which the documentation must be disposed of consistent with subsection 2.6 of this Attachment.

COUNTY shall document Disclosures of Protected Health Information made by COUNTY that are subject to the accounting of disclosure requirement described in 45 C.R.F. 164.528, "Accounting of Disclosures of Protected Health Information," and shall provide to STATE such documentation in a time and manner designated by STATE at the time of the request.

J. **Requests for Disclosure of Protected Information.** If COUNTY or one of its Agents receives a request to Disclose Protected Information, COUNTY shall inform STATE of the request and coordinate the appropriate response with STATE. If COUNTY Discloses Protected Information after coordination of a response with STATE, it shall document the authority used to authorize the Disclosure, the information Disclosed, the name of the receiving party, and the date of Disclosure. All such documentation shall be maintained for the term of the Contract or six years after the date of the Disclosure, whichever is later, and shall be produced upon demand by STATE.

K. **Conflicting Provisions.** COUNTY shall comply with all applicable provisions of HIPAA and with the Contract and this Attachment. To extent that the parties determine, following consultation, that the terms of this Attachment are less stringent than the Applicable Safeguards, COUNTY must comply with the Applicable Safeguards. In the event of any conflict in the requirements of the Applicable Safeguards, COUNTY must comply with the most stringent Applicable Safeguard.

L. **Data Availability.** COUNTY, or any entity with legal control of any Protected Information provided by STATE, shall make any and all Protected Information under the Contract and this Attachment available to STATE upon request within a reasonable time as is necessary for STATE to comply with applicable law.

2.3 Data Security.

A. **STATE Information Management System Access.** If STATE grants COUNTY access to Protected Information maintained in a STATE information management system (including a STATE "legacy" system) or in any other STATE application, computer, or storage device of any kind, then COUNTY agrees to comply with any additional system- or application-specific requirements as directed by STATE.

B. **Electronic Transmission.** The parties agree to encrypt electronically transmitted Protected Information in a manner that complies with NIST Special Publications 800-52, "Guidelines for the Selection and Use of Transport Layer Security (TLS)

Implementations"; 800-77, "Guide to IPsec VPNs"; 800-113, "Guide to SSL VPNs," or other methods validated under Federal Information Processing Standards (FIPS) 140-2, "Security Requirements for Cryptographic Modules." As part of its compliance with the NIST publications, and the State of Minnesota's "Enterprise Information Security Policies and Standards," DATA SHARING PARTNER must use encryption to store, transport, or transmit any Protected Information. DATA SHARING PARTNER must not use unencrypted email to send any Protected Information to anyone, including STATE.

C. **Portable Media and Devices.** The parties agree to encrypt Protected Information written to or stored on portable electronic media or computing devices in a manner that complies with NIST SP 800-111, "Guide to Storage Encryption Technologies for End User Devices."

2.4 COUNTY Permitted Uses and Responsibilities.

A. **Management and Administration.** Except as otherwise limited in the Contract or this Attachment, COUNTY may:

1. Use Protected Health Information for the proper management and administration of COUNTY or to carry out the legal responsibilities of COUNTY.

2. Disclose Protected Health Information for the proper management and administration of COUNTY, provided that:

   a. The Disclosure is required by law; or

   b. The Disclosure is required to perform the services provided to or on behalf of STATE or the Disclosure is otherwise authorized by STATE, and COUNTY:

      i. Obtains reasonable assurances from the entity to whom the Protected Health Information will be Disclosed that the Protected Health Information will remain confidential and Used or further Disclosed only as required by law or for the purposes for which it was Disclosed to the entity; and

      ii. Requires the entity to whom Protected Health Information is Disclosed to notify COUNTY of any instances of which it is aware in which the confidentiality of Protected Health Information has been Breached or otherwise compromised.

B. **Notice of Privacy Practices.** If COUNTY's duties and responsibilities require it, on behalf of STATE, to obtain individually identifiable health information from Individual(s), then COUNTY shall, before obtaining the information, confer with STATE to ensure that any required Notice of Privacy Practices includes the appropriate terms and provisions.

C. **De-identify Protected Health Information.** COUNTY may use Protected Health Information to create de-identified Protected Health Information provided that COUNTY complies with the de-identification methods specified in 45 C.F.R. § 164.514, "Other

Requirements Relating to Uses and Disclosures of Protected Health Information." De-identified Protected Health Information remains the sole property of STATE and can only be Used or Disclosed by COUNTY on behalf of STATE and pursuant to the Contract or by prior written approval of STATE.

D. **Aggregate Protected Health Information.** COUNTY may use Protected Health Information to perform data aggregation services for STATE, and any such aggregated data remains the sole property of STATE. The COUNTY must have the written approval of STATE prior to using Protected Health Information to perform data analysis or aggregation for parties other than STATE.

2.5 STATE Data Responsibilities

A. STATE shall Disclose Protected Information to COUNTY only as authorized by law to COUNTY.

B. STATE shall obtain any consents or authorizations that may be necessary for it to Disclose Protected Information with COUNTY.

C. STATE shall notify COUNTY of any limitations that apply to STATE's Use and Disclosure of Protected Information—including any restrictions on certain Disclosures of Protected Health Information requested under 45 C.F.R. § 164.522, "Rights to Request Privacy Protection for Protected Health Information," subpart (a), to which STATE has agreed and that would also limit the Use or Disclosure of Protected Information by COUNTY.

D. STATE shall refrain from requesting COUNTY to Use or Disclose Protected Information in a manner that would violate applicable law or would be impermissible if the Use or Disclosure were performed by STATE.

2.6 Obligations of COUNTY Upon Expiration or Cancellation of the Contract. Upon expiration or termination of the Contract for any reason:

A. In compliance with the procedures found in the Applicable Safeguards listed in subsection 2.1.A, or as otherwise required by applicable industry standards, or directed by STATE, COUNTY shall immediately destroy or sanitize (permanently de-identify without the possibility of re-identification), or return in a secure manner to STATE all Protected Information that it still maintains.

B. COUNTY shall ensure and document that the same action is taken for all Protected Information shared by STATE that may be in the possession of its Agents. COUNTY and its Agents shall not retain copies of any Protected Information.

C. In the event that COUNTY determines that returning or destroying the Protected Information is not feasible or would interfere with its ability to carry out its legal responsibilities, maintain appropriate safeguards, and/or comply with Subpart C of 45 C.F.R. Part 164, it shall notify STATE of the specific laws, rules, policies, or other circumstances that make return or destruction not feasible or otherwise inadvisable. Upon mutual agreement of the Parties that return or destruction of Protected Information is not feasible or otherwise inadvisable, COUNTY will continue to extend the

protections of the Contract and this Attachment to the Protected Information and take all measures possible to limit further Uses and Disclosures of the Protected Information for so long as it is maintained by COUNTY or its Agents.

D. COUNTY shall document and verify in a written report to STATE the disposition of Protected Information. The report shall include at a minimum the following information:

1. A description of all Protected Information that has been sanitized or destroyed, whether performed internally or by a service provider;

2. The method by which, and the date when, the Protected Data were destroyed, sanitized, or securely returned to STATE; and

3. The identity of organization name (if different than COUNTY), and name, address, and phone number, and signature of Individual, that performed the activities required by this Section.

E. Documentation required by this Section shall be made available upon demand by STATE.

F. Any costs incurred by COUNTY in fulfilling its obligations under this Section will be the sole responsibility of COUNTY.

3. INSURANCE REQUIREMENTS

3.1 Network Security and Privacy Liability Insurance. COUNTY shall, at all times during the term of the Contract, keep in force a network security and privacy liability insurance policy. The coverage may be endorsed on another form of liability coverage or written on a standalone policy.

COUNTY shall maintain insurance to cover claims which may arise from failure of COUNTY's security or privacy practices resulting in, but not limited to, computer attacks, unauthorized access, Disclosure of not public data including but not limited to confidential or private information or Protected Health Information, transmission of a computer virus, or denial of service. COUNTY is required to carry the following **minimum** limits:

$2,000,000 per occurrence
$2,000,000 annual aggregate

3.2

4. INTERPRETATION

4.1 Any ambiguity in this Agreement shall be interpreted to permit compliance with all Applicable Safeguards.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Chisago County Request For Board Action

Meeting Date: December 7, 2022	***Item Number:*** 4
Title of Item for Consideration: MOU with North Branch Area Public Schools for Baby Café 2023	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: Baby Café MOU dated 01/01/2021-12/31/2022	
Background: North Branch Area Public Schools and Chisago County Health & Human Services would like to partner to provide a breastfeeding support group to Chisago County residents. A breastfeeding support group staffed by professionals has been offered in Chisago County since September 1, 2017. ***Attachment(s)*:** • MOU with North Branch Area Public Schools for Baby Café 2023	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the MOU with North Branch Area Public Schools for Baby Café 2023. The suggested motion is as follows: ***"Move to approve the MOU with North Branch Area Public Schools for Baby Café 2023."***	
***Implications of Action*:** Approval of this Memorandum of Understanding will allow Chisago County Health & Human Services to partner with North Branch Area Public Schools to give mothers access to the support they need to reach their breastfeeding goals. ***Budget/Financial Implications*:** Grant funding from the 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 CM	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay _____	Abstain _____

Memorandum of Understanding
between North Branch Area Public Schools and Chisago County

This document constitutes a Memorandum of Understanding (MOU) between North Branch Area Public Schools, located at 38705 Grand Avenue, North Branch, MN 55056 and Chisago County for Chisago County Health and Human Services (hereinafter "the County"), a body corporate and politic, located at 313 N Main Street Rm 230, Center City, Minnesota 55012. Together North Branch Area Public Schools and the County will be referred to as "the Partners."

PURPOSE:

This MOU is a statement regarding the terms of a cooperative relationship to establish a registered Baby Café drop-in breastfeeding support group in North Branch, Minnesota.

TERM:

This MOU shall be considered current and in effect from January 1, 2023 or upon the date the final required signature is obtained, whichever occurs later, and shall remain in effect until December 31, 2024.

MISSION:

Breastfeeding provides numerous health and psychological benefits to both infants and mothers, but many mothers in Minnesota do not have access to the support they need to reach their breastfeeding goals. In Chisago County, there are currently no breastfeeding support groups staffed by breastfeeding professionals and mothers have few ways to access breastfeeding support in an informal, non-medical setting. The Partners propose a breastfeeding support group to fill this gap in services.

The support group will be registered as an official Baby Café with Baby Café USA and sessions will be offered on a weekly basis. The Baby Café will be held at the North Branch Area Public Schools, 6344 Elm Street, North Branch, MN and will be staffed by one International Board Certified Lactation Consultant (IBCLC) and one Certified Lactation Counselor (CLC) from Chisago County. Refreshments will be served at each meeting.

MODIFICATION EXTENSION and REVIEW:

This MOU may be modified or extended by written notice and signed amendment executed by each Partner. The terms and responsibilities of this MOU shall be reviewed annually by the Partners to ensure it is fulfilling its purpose and to make any necessary revisions. This agreement may be terminated at any time with prior consent or approval from both parties or with 30 days written notice by either party.

Notice under this MOU and the contact person for each of the Partners is as follows:

North Branch Area Public Schools: Erica Bjerketvedt
Phone: 651-674-1225
e-mail: ebjerketvedt@isd138.org

- or -

North Branch Area Public Schools: Brett Carlson
Phone: 651-674-1512
e-mail: bcarlson@isd138.org

- and -

County: Robert Benson
Phone: 651-213-5664
e-mail: Roberst.Benson@chisagocounty.us

DIVISION OF RESPONSIBILITIES:
It is UNDERSTOOD and agreed that the North Branch Area Public Schools will:

- Provide a room for a meeting space for the weekly Baby Café sessions

It is UNDERSTOOD and agreed that the County will:

- Provide an International Board Certified Lactation Consultant and a Certified Lactation Counselor, as available, for a minimum of 90 minutes per week for each professional.
- Pay the annual license renewal fee of $150 per year for the term of the MOU.
- Provide refreshments for each session.

NO COMPENSATION or REMUNERATION:
It is agreed that there will be no compensation exchanged between the Partners as it relates to activities associated with the coordination of a Baby Café in North Branch.

LIABILITY & INDEMNIFICATION:
The Partners agree that they are each responsible for their own actions and inactions as it relates to this MOU. In the event of litigation or legal action pertaining to the services under this MOU, each Partner agrees to defend, indemnify, and hold harmless the other Partner, its officers, employees and agents against claims arising out of acts or omissions of the Partner's employees, agents or assigns.

RELATIONSHIP:
Nothing in this MOU shall create an employment or contractor relationship between the Partners. Neither Partner's agents, employees, contact persons or site coordinators will assume supervisory roles over any representative of the other Partner.

AUTHORIZATION:
This MOU reflects a good faith understanding that the signatories will strive to reach the objectives stated in this MOU.

IN WITNESS THEREOF, the parties, each intending to be bound by this MOU, effective January 1, 2023, or upon the date the final required signature is obtained, whichever occurs later, certifies that the appropriate persons have executed the MOU, as required by applicable articles, by-laws resolutions and ordinances

1. NORTH BRANCH AREA PUBLIC SCHOOLS:
APPROVED

By: Signed: Print: Sara Paul
Title: Superintendent of North Branch Area Public Schools
Date:

2. COUNTY OF CHISAGO:
APPROVED

By: Signed: Print: Rick Greene
Title: Chair, Board of Commissioners
Date:

Certified:

By: Signed: Print: Chase Burnham
Title: County Administrator
Date:

By: Signed: Print: Robert Benson
Title: Health and Human Service Director
Date:

Reviewed as to Form:

By: Signed: Janet Reiter Print: Janet Reiter
Title: Chisago County Attorney
Date: 11/30/2022

Chisago County Request For Board Action

Meeting Date: December 7, 2022	***Item Number:*** 5
Title of Item for Consideration: Children's Mental Health Screening Grant 2023	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: Approved through 2022.	

Background: The Minnesota Department of Human Services has allocated funding for a Child Welfare/Juvenile Justice Screening Grant to support children's mental health screening, assessment and mental health services to children in the child welfare and juvenile justice systems.

This grant funds screening for children who meet the following criteria:

- is receiving protective services
- is in out-of-home placement
- has had parental rights terminated
- been found to be delinquent
- has been detained for an alleged delinquent act, and
- is found to have committed a petty juvenile offense for the third or subsequent time

Attachment(s):

- CMH Screening Grant 2023

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the CMH Screening Grant. The suggested motion is as follows:

"Move to approve the CMH Screening Grant."

Implications of Action: Acceptance of this grant award will allow Chisago County to utilize state funding for Children's Mental Health screening, assessment and services to individuals meeting specified criteria.

Budget/Financial Implications: State grant funding.

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 CMS	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay _____	Abstain _____

DEPARTMENT OF HUMAN SERVICES

Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Division ("STATE") and Chisago County, an independent grantee, not an employee of the State of Minnesota, located at 313 North Main Street, Room 239, Center City, MN 55012-9665 ("COUNTY").

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6), has authority to enter into contracts for the following services: mental health screenings, assessments, and referrals for diagnostic assessment and/or treatment for children within the child welfare and juvenile justice populations (prioritizing funds for uninsured and underinsured children).

STATE, in accordance with Minnesota Statutes, section 13.46, is permitted to share information with COUNTY.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **January 1, 2023**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **December 31, 2023**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties as follows:

1. Provide mental health screenings to eligible children/youth in the child welfare and juvenile justice systems as described in Minnesota Statutes, § 245.4874, subd.i 1(12); § 260B.157, subd. 1; § 260B.176, subd. 2(e); and § 260B.235, subd. 6.

2. Utilize mental health screening instruments which have been approved for use with the child welfare and juvenile justice populations by the Commissioner of Human Services.

3. Utilize eligible screeners (child welfare and juvenile justice professionals and/or mental health practitioners) and ensure all screeners are trained and demonstrate competency on the use of the DHS approved screening instruments.

4. For those children/youth who are subsequently identified through screening as at-risk of needing or who need mental health services, COUNTY must inform the child/youth and parents or primary caregivers of the implications of a positive screen, and assist families with making a referral to a mental health professional for any necessary follow up mental health assessment or treatment.

5. For those children/youth who are subsequently identified through a positive screening as at-risk of needing or who need mental health services, COUNTY may choose to utilize grant funds for short term clinical, ancillary or supportive services such as diagnostic assessment, psychotherapy, skills and support groups, and other necessary mental health services not reimbursable by MHCP or other insurance.

6. For child welfare data, enter calendar year 2022 data into SSIS by March 15, 2023. For juvenile justice data, send data in the approved format and deadline indicated by the designated Department of Corrections contact.

2.2 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the Minnesota IT (MN.IT) Accessibility Standards, as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

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

a. Compensation.

1. COUNTY will be paid in accordance with **Attachment 1**, Budget, which is attached and incorporated into this CONTRACT.

2. Budget Modification.
   a. STATE contemplates that the necessary use of services within the CMH Screening program cannot be forecasted precisely, and that actual expenditures may deviate from budgeted amounts for each BRASS code. Therefore, COUNTY is authorized to utilize funds for any of the BRASS code services identified in Attachment 1, Budget. An amendment will not be required for shifting funds between line items, as long as COUNTY first obtains written approval from STATE before changing any part of the budget, and total expenditures do not exceed the total obligation identified in Section 3.1(c). COUNTY will report all expenditures using the SEAGR/2895/BRASS-Base Grant Fiscal Report.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the Commissioner's Plan.[1] COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

c. Total obligation. The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **thirteen thousand six hundred twenty-three dollars ($13,623).** The breakdown of the total award amount is as follows: Child Welfare, zero dollars ($0) and Juvenile Justice, thirteen thousand six hundred twenty-three dollars ($13,623).

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

3.2. Terms of payment

a. Invoices. Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule:

[1] https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp

REPORTING PERIOD	INVOICE DUE
January 1, 2023 – March 31, 2023	April 30, 2023
April 1, 2023 – June 30, 2023	July 30, 2023
July 1, 2023 – September 30, 2023	October 30, 2023
October 1, 2023 – December 31, 2023	January 30, 2023

If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

a. Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;

b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;

c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);

d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY's Duties; and/or

e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For cause or convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

6.2. Insufficient funds. STATE 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 will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE 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. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE's receiving that notice.

6.3. Breach. Notwithstanding clause 6.1, upon STATE's knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Regina Acevedo** or successor. Phone and email: **651-431-4871, CMHSG.DHS@state.mn.us.** This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Robert Benson** or successor. Phone and email: **651-213-5601, Robert.Benson@chisagocounty.us**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Robert Benson** or successor. Phone and email: **651-213-5601, Robert.Benson@chisagocounty.us**.

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. 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 the STATE'S obligation or responsibility.

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.

b. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs,

negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

a. **Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.

b. **Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

c. **Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the

infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

d. **Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

12.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE's authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the COUNTY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the COUNTY's website when practicable.

12.2. Endorsement. COUNTY must not claim that STATE endorses its products or services.

13. OWNERSHIP OF EQUIPMENT.

The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of $5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

14.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this

CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving $750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

14.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9,

subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

15. JURISDICTION AND VENUE.

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

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. 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.

17.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.

a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 17.1.

b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

18.2. Prevailing wage. For projects that include construction work of $25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing

the Minnesota Department of Administration's Suspended/Debarred Vendor Report. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

19. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

20. LEGAL COMPLIANCE.

20.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

20.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #1329 (Sexual Harassment Prohibited) and #1436 (Harassment and Discrimination Prohibited).

20.3 Grants management policies. COUNTY must comply with required Grants Management Policies and procedures as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) Policy 08-10.

20.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. COUNTY shall immediately notify STATE if a conflict of interest arises.

21. OTHER PROVISIONS

21.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. **STATE ENCUMBRANCE VERIFICATION**

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

By:_____

Date:_____

Contract No:_____

2. **COUNTY**

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

By:_____

Title:_____

Date:_____

Reviewed as to form: Chisago County Attorney

Joan Ratt

Date: 11/30/2022

3. **STATE AGENCY**

By (with delegated authority):_____

Title:_____

Date:_____

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

County

State Authorized Representative

Attachment 1 Budget				
BUDGET SUMMARY Year 1		BUDGET SUMMARY Year 2		PROJECT TOTAL
January 1, 2023 to June 30, 2023		July 1, 2023 to December 31, 2023		
BRASS Code	TOTAL BUDGET FY23	BRASS Code	TOTAL BUDGET FY24	
111 – Mental Health Screening **(up to 45%)**	$3,065.18	**111** – Mental Health Screening **(up to 45%)**	$3,065.18	
197 – Local Collaborative Undifferentiated Services		**197** – Local Collaborative Undifferentiated Services		
401 – Information & Referral	$1,873.16	**401** – Information & Referral	$1,873.16	
402 – Community Education & Prevention		**402** – Community Education & Prevention		
404 – Client Outreach	$1,873.16	**404** – Client Outreach	$1,873.16	
405 – Child Outpatient Diagnostic Assessment/Psychological Testing		**405** – Child Outpatient Diagnostic Assessment/Psychological Testing		
407 – Early Identification & Intervention		**407** – Early Identification & Intervention		
416 – Transportation		**416** – Transportation		
430 – Other Family Community Support Services		**430** – Other Family Community Support Services		
451 – Emergency Response Services		**451** – Emergency Response Services		
453 – Child Outpatient Psychotherapy		**453** – Child Outpatient Psychotherapy		
455 – Child Outpatient Medication Management		**455** – Child Outpatient Medication Management		
457 – Child/Family Psychoeducation		**457** – Child/Family Psychoeducation		
462 – Family Based Services		**462** – Family Based Services		
467 – Child Day Treatment		**467** – Child Day Treatment		
489 – Child Respite Care		**489** – Child Respite Care		
490 – Child Rule 79 Case Management		**490** – Child Rule 79 Case Management		
TOTAL FUNDS State Fiscal Year 2023	$6,811.50	**TOTAL FUNDS State Fiscal Year 2024**	$6,811.50	$13,623.00

BUDGET JUSTIFICATION FY23: January 1, 2023 to June 30, 2023		
BRASS Code-Category Breakdown	**JUSTIFICATION NARRATIVE**	**State Fiscal Year 1**
111 – Mental Health Screening (up to 45%) • Costs of screening instruments, copies, and translations **(up to 25%)** • Staff time in administering screenings **(up to 45%)** • Entering screening data into SSIS/CSTS **(up to 25%)** • Staff mental health trainings **(up to 10%)** • Supervision for staff who complete screenings **(up to 10%)**	**111 – Mental Health Screening** 40.86 hours per 6 months at a cost of $75 per hour is a toal of 3,064.50 per 6 months (rounded up)	$3,065.18
401 – Information & Referral • Provision of information to individuals on social services • Assistance to individuals in making contact with a resource that can respond to their needs or problems including • Referral for a child or parent regarding o Community support groups o Parenting groups o Diagnostic assessments o Individual and family therapy	**401 – Information & Referral** $ 1,873.16 per 6 months (rounded down) at $75.00 an hour is 25 hours of employee time used for referring child and their parents to appropriate resources.	$1,873.16
404 – Client Outreach Services designed to locate children within the targeted populations who may have severe emotional disturbance, inform them or their families of available community support services, and assure they have access to those services.	**404 – Client Outreach** $1,873.16 per 6 months (rounded down) at $75.00 an hour is 25 hours of employee time used for referring child and their parents to appropriate resources.	$1,873.16
TOTAL State Fiscal Year 1		$6,811.50

BUDGET JUSTIFICATION FY24: July 1, 2023 to December 31, 2023		
BRASS Code-Category Breakdown	**JUSTIFICATION NARRATIVE**	**State Fiscal Year 2**
111 – Mental Health Screening (up to 45%) • Costs of screening instruments, copies, and translations **(up to 25%)** • Staff time in administering screenings **(up to 45%)** • Entering screening data into SSIS/CSTS **(up to 25%)** • Staff mental health trainings **(up to 10%)** • Supervision for staff who complete screenings **(up to 10%)**	**111 – Mental Health Screening** 40.86 hours per 6 months at a cost of $75 per hour is a toal of 3,064.50 per 6 months (rounded up)	$3,065.18
401 – Information & Referral • Provision of information to individuals on social services • Assistance to individuals in making contact with a resource that can respond to their needs or problems including • Referral for a child or parent regarding o Community support groups o Parenting groups o Diagnostic assessments o Individual and family therapy	**401 – Information & Referral** $ 1,873.16 per 6 months (rounded down) at $75.00 an hour is 25 hours of employee time used for referring child and their parents to appropriate resources.	$1,873.16
404 – Client Outreach Services designed to locate children within the targeted populations who may have severe emotional disturbance, inform them or their families of available community support services, and assure they have access to those services.	**404 – Client Outreach** $1,873.16 per 6 months (rounded down) at $75.00 an hour is 25 hours of employee time used for referring child and their parents to appropriate resources.	$1,873.16
TOTAL State Fiscal Year 2		$6,811.50

Chisago County Request for Board Action

Meeting Date: December 7, 2022	***Item Number:*** 6
Title of Item for Consideration: Out of State Travel Request – Monthly Client Visit to Connecticut	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: Prior approved travel requests to see clients in residential placements.	
Background: Chisago County has custody of a client that will need to be visited at a specialized residential treatment center in Connecticut. Health & Human Services is requesting approval of $1080.00 in travel expenses for Kim Booker (SW Child Services/ Child Protection), Kim Booker will visit the client from January 31st – February 1st, 2023. These dates allow the Social worker to visit the client. ***Attachment(s):*** • Out of State Travel to CT request form – Kim Booker	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut to provide Child protective services to a client that is residing in a specialized facility there. The suggested motion is as follows: ***"Move to approve the Out-of-State Travel Request for Kim Booker to travel to Connecticut to provide Child protective services to a client that is residing in a specialized facility."***	
Implications of Action: By visiting this client, we are fulfilling our mandated obligation of ensuring safety and well-being for clients who are receiving Child protective services. ***Budget/Financial Implications***: The out of state travel will be paid with Budgeted Levy Dollars ***Legal/Policy Implications***: The proposed activities are in general conformity with applicable state statutes and County authority and policies.	

Administrator's Recommendation

Approve CLS	Deny _____	Other _____
Motion By:	Seconded by:	
To:		

Action on Motion:	Aye _____	Nay _____	Abstain _____

Chisago County Out-of-State Travel Request

Date Submitted	11/21/222
Employee Name	Kim Booker
Department	Health and Human Services
Destination	Connecticut
Purpose of Travel	Monthly contact for child in the custody of Chisago County placed in Residential Treatment Center
Departure Date	31-Jan-23
Return Date	1-Feb-23
Total Travel Expenses	
Supervisor Name (PRINT)	Christine A. Johnson
Supervisor's Signature	
County Board Signature	

Date Approved	11/21/2022
Date Approved	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare	Tickets for SW			$600.00
Ground Transportation	Car rental/ parking		1	$150.00
Conference/Registration Fees			1	$0.00
Lodging			1	$180.00
Meals			1	$100.00
Mileage			1	$50.00
		Grand Total		$1,080.00

Chisago County Request For Board Action

Meeting Date: December 7, 2022	***Item Number:*** 7
Title of Item for Consideration: Central Minnesota Mental Health Center Detoxification Services Contract 2023	
Action Requested by: Robert Benson, Director	***Department:*** Health and Human Services
Previous Action on this Matter: 2022 CMMHC Detoxification Contract	

Background: Chisago County Health & Human Services occasionally has the need to refer residents to a detoxification provider. Central Minnesota Mental Health Center (CMMHC) is a Rule 32 program provider. The following detoxification services are provided: Initial health assessment and medical services, detoxification surveillance and protection of client, evaluation of chemical dependency and psycho-social functioning, short-term counseling related to assessment of social and health problems and development of a treatment plan, and discharge planning, referral to appropriate treatment resources and follow up.

***Attachment(s)*:**

- Central Minnesota Mental Health Center detoxification services contract 2023
- HIPPA Business Associate Agreement
- CMMHC SERVICE AGREEMENT – Exhibit A

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the Central Minnesota Mental Health Center Detoxification Services Contract 2023. The suggested motion is as follows:

"Move to approve the Central Minnesota Mental Health Center Detoxification Services Contract 2023."

Implications of Action: Approval of this contract will allow Chisago County Health & Human Services to refer Chisago County residents to the provider to get the help they require.

Budget/Financial Implications: Budgeted Levy dollars.

Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures. The County Attorney has approved as to form.

Administrator's Recommendation

Approve CMS	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay _____	Abstain _____

PROFESSIONAL/TECHNICAL SERVICES CONTRACT between CENTRAL MINNESOTA MENTAL HEALTH CENTER 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 Central Minnesota Mental Health Center, 411 3rd Street North, Waite Park, MN 56387, 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 and/or technical services, and

WHEREAS, County is in need of professional and/or technical services, specifically detoxification services for residents of Chisago County and/or persons found in Chisago County who are referred to the CONTRACTOR for Rule 32 Program services; and,

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

NOW, THEREFORE, it is agreed:

I. TERM OF CONTRACT. This contract shall be effective on January 1, 2023 **or upon the date the final required signature is obtained by County, whichever occurs later,** and shall remain in effect until through December 31, 2023 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. **The CONTRACTOR understands that no work should begin under 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: The COUNTY agrees to make referrals to CONTRACTOR consistent with the CONTRACTORS's policies and procedures

B. CONTRACTOR DUTIES: The CONTRACTOR's duties shall include detoxification services as set forth in the Attached EXHIBIT A, which is incorporated as if repeated here in its entirety

C. The terms and conditions of the November 9, 2022 Contract Renewal letter and the Service Agreement, by the CONTRACTOR, dated November 9, 2022 and signed by the CONTRACTOR's Executive Director on November 8, 2022, are adopted and incorporated as if stated in full here in. To the extent there are conflicts between the terms of this agreement and those referenced documents, the terms set forth herein shall control.

III. CONSIDERATION AND TERMS OF PAYMENT.

A. Consideration for all services performed by the CONTRACTOR pursuant to this contract shall be paid by County as set forth in the Attached EXHIBIT A.

B. Terms of Payment.

Payment shall be made by County promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by County's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of County, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by County to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:

Invoice presented to Chisago County no later than 30 days following fulfilling the duties and testimony related to the pending matter. Payment shall be made within 35 days of receipt of the invoice.

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

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

Name:	Robert Benson, Director Chisago County Health and Human Services
Address:	313 North Main Street, Center City, MN 55012
Telephone:	(651)213-5664
E-Mail:	Robert.benson@chisagocounty.us
Fax:	(651)213-5685

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

Name:	Dr. Richard Lee, Executive Director
Address:	411 3rd Street North Wait park, MN 56387
Telephone:	(320)202-2000
E-Mail:	
Fax:	(320)281-3554

V. **CANCELLATION AND TERMINATION**.

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

B. The County may immediately terminate this Contract for cause due to any material violation of the terms of the Contract. The CONTRACTOR shall be entitled for any pro rata share of the compensation for approved services rendered.

C. Termination for Insufficient Funding. County may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of County receiving notice that sufficient funding is not available. County is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. County will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

D. Notice of Cancellation, termination, or material modification shall be provided by Certified U.S. Mail.

VI. **ASSIGNMENT**. The CONTRACTOR shall neither assign nor transfer any rights or obligations under this contract without the prior consent of County's authorized representative and without amendment to this contract.

If the duties under this agreement are transferred or assigned, the CONTRACTOR shall be responsible for the performance and payment due and owed the assignee, per Minn. Stat. §471.425.

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

VIII. **COMPLIANCE WITH APPLICABLE LAWS.** The parties shall comply with all federal, state and local laws. Specifically, the Parties shall comply with all regulations governing data collected, created, received, or retained including the retention, maintenance and destruction of data, per 45 C.F.R. §155.1210. The absence of an immediate enforcement action or commencement of lack of remedial steps to address non-compliance shall not be construed as a waiver of the requirement, nor shall it prohibit later enforcement or action to terminate the agreement by the non-offending party.

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

E. *Auto Insurance.* Contractor shall maintain auto liability coverage for individual(s) providing clinical supervision under this Contract. A minimum liability amount of $1,500,000.00 on a Combined Single Limit basis shall be maintained and coverage shall include Any Auto, including Hired and Non-owned. Contractor agrees to include County as an additional insured.

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

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

XI. **GOVERNMENT DATA PRACTICES ACT**. The CONTRACTOR and County must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by County in accordance with this contract, and as it applies to all data, 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.

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

The Business Associate Agreement, including all terms and conditions, is incorporated herein, as if expressly stated within the terms of this Agreement.

XII. 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.

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

XVI. **SUBCONTRACTING AND ASSIGNMENT:** CONTRACTOR shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the County. Any assignment may be made subject to such conditions and provisions as the County may impose. If specifically authorized by the County, CONTRACTOR is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425.

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

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

APPROVED:

1. **CONTRACTOR: Central Minnesota Mental Health Center**
   CONTRACTOR certifies that the appropriate person(s) having authority to legally bind the CONTRACTOR have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

Signed:
Title: Dr. Richard Lee, Executive Director
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: Janet Kast
Title: Janet Reiter Chisago County Attorney
Date: 11/30/2022

HIPAA
BUSINESS ASSOCIATE AGREEMENT

This HIPAA BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into effective 1/1/2023, by and between **Central Minnesota Health Center ("Business Associate")**, and Chisago County **("Covered Entity").**

Recitals

Covered Entity is subject to the Health Insurance Portability and Accountability Act of 1996 and related regulations ("HIPAA").

On February 17, 2009 the U.S. Congress enacted the Health Information Technology for Economic and Clinical Health ("HITECH") Act, part of the American Recovery and Reinvestment Act of 2009, which extended almost full compliance responsibility for many of the HIPAA privacy and security rules directly to the business associates of covered entities.

Covered Entity and Business Associate have entered into a business/professional relationship pursuant to which Covered Entity may provide Business Associate with protected health information as defined in HIPAA ("Protected Health Information" or "PHI").

HIPAA requires Covered Entity and Business Associate to enter into a contract with respect to Business Associate's handling of the Protected Health Information.

IN CONSIDERATION OF THE INFORMATION PROVIDED ABOVE, and the mutual promises made herein, the parties agree as follows:

1. **Identification of Existing Agreement(s) Between the Parties.** Covered Entity and Business Associate each acknowledge and agree that they are parties to the following agreement(s):

    a. Name and Date of *Existing Agreements* between the parties (other than this Agreement and prior HIPAA Business Associate Agreements, if any)

    b. Specify services contracted for in the Services Agreements Listed above:

2. **Amendment of Services Agreements; Termination of Prior HIPAA Business Associate Agreements.**

    a. *Amendment of Services Agreements.* All Services Agreements are incorporated herein by reference and are hereby amended by this Agreement. In the event of conflict between the terms of any Services Agreement and this Agreement, the terms and conditions of this Agreement shall govern.

    b. *Termination of Prior HIPAA Business Associate Agreement(s).* The parties agree that this Agreement supersedes and replaces all prior HIPAA Business Associate Agreement(s), if any.

3. **Definitions.** Unless otherwise provided in this Agreement, terms used and not otherwise defined will have the same meaning as set forth in HIPAA.

4. **HIPAA Security Rules Applicable Directly to Business Associate.**

   a. *Subpart C of 45 CFR 164.* The following sections from Subpart C – Security Standards for the Protection of Electronic Protected Health Information set forth in Title 45, Code of Federal Regulations, shall apply to Business Associate in the same manner that such sections apply to Covered Entity

      (i) Section 164.308 - Administrative Safeguards,

      (ii) Section 164.310 - Physical Safeguards,

      (iii) Section 164.312 - Technical Safeguards, and

      (iv) Section 164.316 - Policies and Procedures and Documentation Requirements.

   b. *HITECH Security Provisions.* The additional requirements of Title XXX of the HITECH Act contained in Public Law 111-005 that relate to security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and are incorporated into this Agreement by reference.

5. **Uses and Disclosures of Information.**

   a. *Permitted Uses and Disclosures* – The parties hereby agree that Business Associate shall be permitted to use and/or disclose the Protected Health Information provided or made available from Covered Entity only to fulfill duties and obligations under the Services Agreements, this Agreement or as required by state or federal law.

   b. *Limits on Use and Disclosure* – Business Associate hereby agrees that it shall be prohibited from using or disclosing the Protected Health Information provided or made available by Covered Entity for any purpose other than as expressly permitted or required by the Services Agreements, this Agreement, HIPAA or applicable state and federal laws. Business Associate will not use and/or disclose PHI received from the Covered Entity in any manner that would violate the HIPAA privacy and security rules.

   c. *Disclosures to Subcontractors or Agents* – Business Associate will ensure that any subcontractors or agents, to whom it provides PHI received from, or created on behalf of, Covered Entity, enter into an agreement imposing upon such subcontractor or agents the same duties and obligations contained herein with regard to such information. This assurance shall be obtained prior to the release of any PHI to a subcontractor or agent.

d. *Minimum Necessary* – The parties hereby agree that only the minimum necessary PHI will be used or disclosed in performing the activities allowed under the Services Agreements or this Agreement.

e. *Additional Privacy Requirements of HITECH Act Applicable to Business Associate.* Business Associate acknowledges that the additional requirements of Subtitle D of the HITECH Act contained in Public Law 111-005 that relate to privacy and that are made applicable with respect to covered entities shall also be applicable to Business Associate and are incorporated into this Agreement by reference.

f. *Civil and Criminal Penalties.* Business Associate acknowledges and understands that it may now be subject to civil and criminal enforcement penalties for violations of HIPAA and HIPAA regulations.

6. Security for Protected Health Information.

a. *Safeguarding PHI Even After Termination of Agreement.* Business Associate warrants that it has implemented safeguards, including without limitation, administrative, physical and technical safeguards, to ensure the PHI disclosed by Covered Entity to Business Associate is not used or disclosed by Business Associate except as provided in this Agreement. It shall be the responsibility of Business Associate to continue to maintain necessary safeguards for as long as Business Associate is in possession of PHI disclosed from Covered Entity regardless of whether the Services Agreements and/or this Agreement have been terminated.

b. *Encrypted PHI.* Business Associate shall promptly notify Covered Entity at the time, if ever, it safeguards the PHI disclosed by Covered Entity to Business Associate by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and (a) is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and (b) that otherwise is in compliance with the HITECH Act and HIPAA. PHI safeguarded by the technology described in the immediately preceding sentence shall be referred to as "Encrypted PHI.".

c. *Encryption Key(s).* If Business Associate stores or maintains PHI as Encrypted PHI or in another encrypted format, Business Associate shall, upon Covered Entity's request, provide Covered Entity with the key (s) to decrypt such information as promptly as possible.

d. *Unencrypted PHI.* Business Associate acknowledges and understands that if it safeguards the PHI disclosed to it by Covered Entity in a manner that is

considered "unsecured protected health information" as defined by HIPAA, then Covered Entity has heightened disclosure obligations to an individual in the event the unsecured PHI is "breached" as defined by HIPAA.

e. *Notification of Material Changes in Security Safeguards.* Business Associate shall promptly notify Covered Entity of any material change to any aspect of its security safeguards. Notwithstanding any other provisions of any Services Agreements to the contrary, Covered Entity may terminate the Services Agreements without penalty if it determines that any such changes in the Business Associate's security procedures render any or all of Business Associate's safeguards unsatisfactory to the Covered Entity.

7. Reporting of Unauthorized Use or Disclosure.

a. *Duty to Immediately Report Unauthorized Disclosures of Unsecured PHI.* Business Associate shall immediately report in writing (the "Report") to the HIPAA Information Security Officer of Covered Entity any actual or possible acquisition, access, use, or disclosure of unsecured Protected Health Information in a manner not permitted by the HIPAA privacy rules and this Agreement ("Unauthorized Disclosure") when Business Associate becomes aware of such Unauthorized Disclosure of unsecured PHI.

b. *Business Associate Deemed to Have Knowledge.* Business Associate acknowledges and understands that Business Associate shall be deemed to have knowledge of an Unauthorized Disclosure of unsecured PHI when any person, other than the person committing the Unauthorized Disclosure, who is an employee, officer or other agent of the Business Associate knew, or by exercising reasonable diligence would have known, of the Unauthorized Disclosure of unsecured PHI.

c. *Breach Notification Rules.* Business Associate acknowledges and understands that the prompt reporting of Unauthorized Disclosures of unsecured PHI to Covered Entity is critical because Covered Entity usually has only 60 days from the date of an Unauthorized Disclosure to notify the affected individual(s) of such Unauthorized Disclosure if Covered Entity determines such Unauthorized Disclosure meets the definition of "breach" under the HIPAA privacy rules.

d. *Training and Policies re Unauthorized Disclosures.* Business Associate agrees to train its employees and implement policies to encourage prompt notification of any actual or possible Unauthorized Disclosures of unsecured PHI if Business Associate does not maintain all of its PHI as Encrypted PHI.

e. *Content of Report.* The Report shall describe the circumstances surrounding the actual or possible Unauthorized Disclosure of unsecured PHI, The Report shall also include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been accessed, acquired, used, or disclosed during the Unauthorized Disclosure. The Report shall include any other available information that

Covered Entity would be required to include in a notification to the affected individual under 45 CFR 164.404(c) of HIPAA if Covered Entity determines such notification is necessary.

f. *Report of Disclosure of Encrypted PHI.* Business Associate shall report to Covered Entity within ten (10) days any acquisition, access, use or disclosure of Encrypted PHI of which Business Associate becomes aware that is not provided for or permitted in this Agreement. Such report shall be in writing, describe the circumstances of such disclosure and identify the affected individual(s).

g. *Inspections.* Business Associate shall permit Covered Entity to investigate any Unauthorized Disclosure of unsecured PHI or unauthorized acquisition, access, use or disclosure of Encrypted PHI. Such investigation may include examining Business Associate's premises, records relating to such PHI, procedures and practices.

8. Reports to Covered Entity.

a. *Full PHI Disclosure Report.* Business Associate will report to Covered Entity, within ten (10) business days of a request by Covered Entity, all disclosures of PHI to a third party. The report will be in accordance with the Accounting of Disclosures requirements under the HIPAA privacy rules which will eventually include an electronic accounting history of all disclosures of any Pill Business Associate maintains or uses in an electronic record format.

b. *Individual PHI Disclosure.* Business Associate will make records available to Covered Entity or, as directed by Covered Entity to an individual, within ten (10) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, as such term is defined in the HIPAA Privacy Rule. Notwithstanding the foregoing ten (10) day time period, if Covered Entity requests records in connection with its investigation of an actual or possible Unauthorized Disclosure of unsecured PHI, Business Associate agrees to provide such records as promptly as possible following the request.

c. *Amendments of PHI* Business Associate will, within ten (10) business days of receipt of a request from Covered Entity, incorporate any requested amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set. Business Associate agrees to make any amendments, within ten (10) days of receiving a written request from Covered Entity, to the PHI in a Designated Record Set in response to a request made by an Individual.

d. *Individual Requests Made Directly to Business Associate.* In the event that a request for access, amendment, accounting of disclosures, or restriction on use and disclosure of PHI is made by an individual directly to Business Associate, Business Associate shall, within ten (10) business days, forward such request to Covered Entity. Business Associate shall thereafter respond directly to the individual and implement the individual's request in accordance with the HIPAA privacy and security rules. Within three (3) business days of providing a response to the individual, Business Associate shall inform Covered Entity of how Business Entity responded to the individual's request.

9. **Audits, Inspection and Enforcement.**

a. *Right of Inspection.* Upon reasonable notice, Covered Entity may inspect the facilities, systems, books and records of Business Associate relating to the use and disclosure of PHI received from Covered Entity to monitor compliance with this Agreement. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Agreement.

b. *Duty to Remedy.* Business Associate shall promptly remedy any violation of any term of this Agreement and shall certify the same to Covered Entity in writing.

c. *Duty to Mitigate.* Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

d. *Duty to Cooperate.* Business Associate agrees to cooperate with Covered Entity in mitigating any harmful effect that is known to exist as a result of an Unauthorized Disclosure of unsecured PHI by Business Associate or any other unauthorized acquisition, use, access, or disclosure of Encrypted PHI.

e. *DHHS Inspection Rights.* Business Associate will make its internal practices, books and records relating to the use and disclosure of Protect Health Information available to the DHHS or its agents for the purposes of enforcing the provisions of this Agreement and HIPAA. Business Associate will notify Covered Entity immediately upon receipt of any inquiry or request by DHHS or any of its agents. Business Associate will provide a copy to Covered Entity of any materials supplied to or received by DUBS or its agents.

f. *Violation of This Agreement May Result in Termination of Services Agreement.* Covered Entity may terminate any Services Agreement without penalty if Business Associate violates this Agreement or any provision hereof, irrespective of whether or how promptly, Business Associate may remedy such violation after being notified. In case of such termination, Covered Entity shall not be liable for the payment for any services performed by Business Associate after the effective date of the termination. If termination is not feasible, Covered Entity reserves the right to report any violations to the Secretary of DHHS.

10. **Termination of Agreement.**

a. *Termination Tied to Termination of Services Agreement.* This Agreement will automatically terminate without further action of the parties upon the termination or expiration of all the Services Agreements. Additionally, any violations of the terms of this Agreement may result in early termination under Section 9(f) or this Agreement may be terminated as provided under Section 6(e).

b. *Return or Destruction of PHI.* Except as provided in Section 10 (c), at the termination of the Agreement, Business Associate shall return or destroy all Protected Health Information received from, created, or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and shall retain no copies in any format. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate and Business Associate shall so notify its subcontractors or agents of these obligations. Business Associate and its subcontractors or agents shall retain no copies of the PHI.

c. *Extension of Safeguards of this Agreement if PHI Not Destroyed.* If return or destruction of the Protected Health Information is determined not feasible, Business Associate agrees to extend the protections of this Agreement for as long as necessary to protect the Protected Health Information and to limit any further use or disclosure. Business Associate shall notify Covered Entity in writing of this determination and specify the reasons why return or destruction is not possible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate and Business Associate shall so notify its subcontractors or agents of these obligations. Business Associate and its subcontractors or agents shall retain no copies of the PHI without complying with this provision.

d. *Certification of Destruction.* If Business Associate elects to destroy the Protected Health Information, it shall certify to Covered Entity in writing that the Health Information has been destroyed. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate and Business Associate shall obtain such written certification from its subcontractors and agents and provide same to Covered Entity.

11. **Construction.** This Agreement shall be construed as broadly as necessary to implement and comply with the HIPAA privacy and security rules. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies with and is consistent with HIPAA privacy and security rules.

12. **Compliance with Changes in the Law; Annual Guidance.** The Parties agree to amend this Agreement and the Services Agreements to the extent necessary to comply with state and federal laws, including but not limited to HIPAA, as such laws may be amended from time to time. Both Covered Entity and Business Associate agree, at their own cost and effort, to monitor the annual guidance issued by the DHHS Secretary regarding the most effective and appropriate technical safeguards for carrying out their security obligations hereunder and,

when reasonable and practical under the circumstances, to comply with such guidance.

13. **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties, and their respective successors and assigns, any rights, remedies, obligations, or liabilities whatsoever.

14. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party.

15. **Nature of Agreement.** Nothing in this Agreement shall be construed to create a partnership, joint venture, or other joint business relationship between the parties or any of their affiliates, or a relationship of employer and employee between the parties. Rather, it is the intention of the parties that their relationship shall be that of independent contractors,

16. **Entire Agreement.** This Agreement constitutes the entire agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supercedes all prior representations or agreements, whether oral or written, with respect to such matters.

17. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invaliding the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

18. **Notices.** All notices, requests, demands, and other communications required or permitted to be given under this Agreement shall be in writing, and shall be effective upon receipt. Such notice may be made by personal delivery, by facsimile with return facsimile acknowledging receipt, by overnight delivery service with proof of delivery, or by certified or registered United States mail, return receipt requested. All such communications shall be sent to the known addresses of the other party. Neither party shall refuse delivery of any notice hereunder. Notification may also be by email, with confirmation by any of the methods noted above.

19. **Headings.** The headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation.

20. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

INTENDING TO BE LEGALLY BOUND, the Parties hereto have duly executed this Agreement as of the Effective Date

Chisago County Request for Board Action

Meeting Date: December 7, 2022	***Item Number:*** 8
Title of Item for Consideration: Emergency Foster Care Contract with Samantha and Nathan Hansen	
Action Requested by: Robert Benson, Director	***Department:*** Health & Human Services
Previous Action on this Matter: None.	

Background: The Emergency Foster Care Program in Chisago County is designed to meet the needs of children in crisis who are unable to remain with their primary caretakers because of child maltreatment, neglect, or parent child conflict.

***Attachment(s)*:**

- Contract between Chisago County and Samantha and Nathan Hansen
- Emergency Foster care description, Attachment A

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the emergency shelter foster care contract with Samantha Hansen and Nathan Hansen for one year (January 1, 2023 through December 31, 2023). The suggested motion is as follows:

"Move to approve the Emergency Foster Care Contract between Chisago County and Samantha and Nathan Hansen."

Implications of Action: Board approval at tonight's meeting will authorize the County to provide emergency shelter foster care for children in crisis.

Budget/Financial Implications: The Financial implications are budgeted from 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 _____

CONTRACT BETWEEN
CHISAGO COUNTY AND **Samantha Hansen and Nathan Hansen**

THIS AGREEMENT is made and entered into by and between the, County of Chisago, by and through Chisago County Health and Human Services, 313 North Main St., Center City, MN 55012 (hereinafter referred to as County) and Samantha and Nathan Hansen 30747 Regal AVE (hereinafter referred to as Provider).

WHEREAS, the Provider warrants that they are appropriately qualified and trained in emergency foster care services; and

WHEREAS, the County, pursuant to Minnesota Statutes Chapter 373.01 and 373.02, is empowered to purchase the services of Provider to provide emergency foster care services as defined in Minnesota Statutes, Rules and County Policy; and

WHEREAS, there are funds available for the purchase of these services;

NOW, THEREFORE, in consideration for the mutual undertakings and agreements hereinafter set forth, the County, and the Provider agree as follows:

1.) **Term of Agreement**
The Provider agrees to furnish services to the benefit of the County commencing effective **January 1st through December 31st, 2023** as scheduled on a monthly rotation, irrespective of the date of signatures/execution below.

2.) **Services**
The Emergency Foster Care Program in Chisago County is designed to meet the needs of children in crisis who are unable to remain with their primary caretakers because of child maltreatment, neglect, or parent child conflict.

The Provider will provide emergency foster care services in accordance with Attachment A titled "Emergency Foster Care Program Description."

3.) **Cost of the Agreement**
The provider will be paid twenty dollars ($20.20) per day or partial day that the emergency foster care program services are provided. The provider will be paid an additional ten dollars ($10.10) per day for county recognized holidays/ days the government center is closed as identified at https://mn-chisagocounty.civicplus.com/733/Observed-Holidays. When a child foster placement occurs, a daily payment will be determined and made in accordance with the child's age and needs in accordance with foster care policy.

4.) **Payment for Services**
The Provider shall submit invoices to the County for services rendered pursuant to this Contract, within 5 days following the end of the month in which services were rendered. The invoicing shall be submitted on Attachment B titled "Voucher / Invoice." Payment for services shall be made directly to the Provider within 45 days of submission of the said invoice.

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

The Provider is a licensed foster care provider by Department of Human Services and has insurance coverage with the Minnesota Joint Underwriting Association.

6.) **Compliance with Laws/Standards**

The Provider shall maintain in good standing with the current foster care license and training necessary to provide the services contemplated and set forth herein.

The Provider shall abide by all Federal, State, or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the subject mater thereof for which the Provider is responsible.

7.) **Independent Contractor**

The Provider is an independent contractor and neither the position nor the work of the Provider shall cause the Provider to be construed as an employee in any way.

The Provider acknowledges and agrees that it is not entitled to receive any of the benefits received by County employees and is not eligible for workers or unemployment compensation benefits.

The Provider also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due and that it is the Provider's sole obligation to comply with the applicable provision of all Federal and State laws.

After Hours Chisago County Social Worker
651 235-1355

County Contact
Mary Welty, Child Foster Care Licensing Worker
651 213-5660

County Contact
Joshua Huizar, Fiscal Operations Representative
651 213-5632

8.) **Data Practices**

All data collected, created, received, maintained, or disseminated for any purposes by the activities of Provider because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, the Minnesota Rules implementing said act now in force or as adopted, as well as HIPAA or other Federal regulations on data privacy.

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

9.) **Merger and Modification**

It is understood and agreed that the entire agreement between the parties is contained herein, except that any agreement between the Provider and the State/County to provide child foster care services shall continue and remain and that this Contract shall complement that agreement, if any. The written agreements all supersede all oral agreements and negotiations between the parties relating to the subject matter. All items referred to in this Contract are incorporated or attached and are deemed to be part of this Contract.

Any material alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment and signed by the parties.

10.) **Default and Cancellation**
If the Provider fails to perform any of the provisions of the Contract or so fails to administer the work as to endanger the performance of the Contract, this shall constitute default.

Unless the Provider's default is excused, the County, through the County, may, upon written notice, immediately cancel this Contract in its entirety.

This Contract may be cancelled with or without cause by either party upon fifteen (15) days written notice.

11.) **Nondiscrimination**
During the performance of this Agreement, the Provider agrees to the following:

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed or national origin be excluded from full employment rights in, participation in, be denied the benefits of or be otherwise subjected to discrimination tinder any and all applicable federal state laws against discrimination.

_____ Date:_____
Rick Greene
Chair, County Board of Commissioners

_____ Date:_____
Chase Burnham
County Administrator

_____ Date:_____
Samantha Hansen
Provider

_____ Date:_____
Nathan Hansen
Provider

_____ Date:_____
Robert Benson, Director
Chisago County Health and Human Services

Reviewed as to Form:

Janet Reiter 11/30/2022
_____ Date:_____
Janet Reiter
Chisago County Attorney

CHISAGO COUNTY
BOARD OF COMMISSIONERS
December 7, 2022

TAB # 9

Payment of County's Warrants & Miscellaneous Bills

Bills Paid $1,946,655.33

Lake Area Bank; Derek Anklan; Sheriff; supplies; $76.57
Lake Area Bank; Jon Eckel; Enterprise Services; supplies; $108.40
Lake Area Bank; Ben Elfelt; LID; registration; $375.00
Lake Area Bank; Karen Gates; Human Resources; supplies; $51.84
Lake Area Bank; Ronald Istvanovich; Sherff; supplies; $240.81
Lake Area Bank; Karen Long; Recorder; conference; $153.63
Lake Area Bank; Daryl Moeller; Assessor; conference; $374.01
Lake Area Bank; Kyle Puelston; Sheriff; conference; $2,362.41
Lake Area Bank; Janet Reiter; County Attorney; registration; $1,882.56
Lake Area Bank; Barbara Shimmon; Public Works; registration; $1,250.00
Lake Area Bank; Joe Tart, Parks; supplies; $500.00
Lake Area Bank; Joe Triplett; Public Works; supplies, registration; $905.00
Lake Area Bank; Dennis Wilton; Enterprise; supplies; $50.00
Lake Area Bank; Tracy Krona; HHS; travel, registration; $3,896.46
Lake Area Bank; Todd McMurray; HHS; travel; $1,683.34

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

#10

CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, November 16, 2022

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, November 16, 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 DuBose offered a motion to approve the agenda. Motion seconded by Dunne, 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 6:30 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 DuBose, seconded by Montzka, the Board moved item 1 – 4 to the consent agenda. 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 close the Road and Bridge Committee of the Whole at 6:48 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 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 – Eminent Domain for CSAH 40 and CSAH 21
3.) R&B Committee Recommendation – Prof. Services Contract with SRF Consulting Group, Inc. for Engineering Services
4.) R&B Committee Recommendation – Final Contract Payment for 2022 Bridge Replacement Project SAP 013-598-010

RESOLUTION NO. 22/1116-1
AUTHORIZING THE ACQUISITIONS OF LAND BY EMINENT DOMAIN

FOR IMPROVEMENTS ON CSAH 40 (OLD CR 59 & AKA 460TH STREET)

WHEREAS, Chisago County proposes to improve County Road 59 (AKA 460th Street) as identified in Right-of-Way Plat #112 recorded on September 22, 2022, as document number 662629 with the Chisago County Recorder's Office; and

WHEREAS, the improvement consists of realigning and reconstructing said roadways as herein determined necessary to provide for the safety of the traveling public; and

WHEREAS, right-of-way and easements over certain lands are required to provide for said realignment and reconstruction; and

WHEREAS, Chisago County has authority to acquire right-of-way for said project by eminent domain pursuant to Minn. Stat. 163.02, subd. 2 and the right to acquire the right-of-way prior to the filing of an award by the court appointed commissioners, pursuant to Minn. Stat. 117.042; and

WHEREAS, the following persons own or have an interest in a portion of said lands required for as identified on Exhibit A, attached hereto and incorporated by reference; and

WHEREAS, Chisago County has been unable to successfully negotiate the acquisition of
the required right-of-way and easements on such property to date; and

WHEREAS, throughout the eminent domain proceedings, Chisago County shall continue to negotiate the acquisition of the required right-of-way and easements until an award is made by the court-appointed commissioners; and

NOW THEREFORE BE IT RESOLVED, that the Chisago County Board of Commissioners hereby authorizes the acquisition of said land by eminent domain and to the take title and possession of that land prior to the filing of an award by the court appointed commissioners, pursuant to Minn. Stat. sections 117.042 and 163.02, subd. 2;

BE IT FURTHER RESOLVED, that the Chisago County Attorney is requested to file the necessary Petition and to prosecute such action to a successful conclusion or until it is abandoned, dismiss, or terminated by the County or the Court.

RESOLUTION NO. 22/1116-2
AUTHORIZING THE ACQUISITIONS OF SAID LAND BY EMINENT DOMAIN FOR IMPROMENTS ON CSAH 21 (OLD CR 76 & AKA REDWING AVENUE)

WHEREAS, Chisago County proposes to improve County Road 76 (AKA Redwing Avenue) as identified in Right-of-Way Plat #114 recorded on September 22, 2022, as document number 662630 with the Chisago County Recorder's Office; and

WHEREAS, the improvement consists of realigning and reconstructing said roadways as herein determined necessary to provide for the safety of the traveling public; and

WHEREAS, right-of-way and easements over certain lands are required to provide for said realignment and reconstruction; and

WHEREAS, Chisago County has authority to acquire right-of-way for said project by eminent domain pursuant to Minn. Stat. 163.02, subd. 2 and the right to acquire the right-of-way prior to the filing of an award by the court appointed commissioners, pursuant to Minn. Stat. 117.042; and

WHEREAS, the following persons own or have an interest in a portion of said lands required for as identified on Exhibit A, attached hereto and incorporated by reference; and

WHEREAS, Chisago County has been unable to successfully negotiate the acquisition of the required right-of-way and easements on such properties to date; and

WHEREAS, throughout the eminent domain proceedings, Chisago County shall continue to negotiate the acquisition of the required right-of-way and easements until an award is made by the court-appointed commissioners; and

NOW THEREFORE BE IT RESOLVED, that the Chisago County Board of Commissioners hereby authorizes the acquisition of said land by eminent domain and to the take title and possession of that land prior to the filing of an award by the court appointed commissioners, pursuant to Minn. Stat. sections 117.042 and 163.02; and

BE IT FURTHER RESOLVED, that the Chisago County Attorney is requested to file the necessary Petition and to prosecute such action to a successful conclusion or until it is abandoned, dismiss, or terminated by the County or the Court.

5.) Minutes from the November 2, 2022 Meeting
6.) 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.

7.) Tobacco License Renewal – Station on 17

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

On motion by DuBose, seconded by Dunne, the Board moved to accept the Environmental Services Director's 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 Agreement for Building Plan Review, Building Code Inspection, Septic Plan Review & Septic Inspection Services by and between Chisago County and the City of Stacy as presented. 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 Resolution No. 22/1116-3 , a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Ryan Farms Plat 1 located at 41847 Keystone Avenue / CR 67 in Sunrise Township, (PID #09.00060.00). The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

RESOLUTION NO. 22/1116-3
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE PRELIMINARY PLAT OF RYAN FARMS PLAT 1

WHEREAS, A2A Investments LLC, property owner, and John (Jack) Kopp, applicant, submitted an application dated received September 29, 2022 and considered complete on October 5, 2022 for the Preliminary Plat of Ryan Farms Plat 1; and

WHEREAS, the applicant desires to create three parcels from the 87.8-acre subject site; and

WHEREAS, the subject site is located at 41847 Keystone Avenue / CR 67 in Sunrise Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 09.00060.00
The North One-half of the Northwest Quarter (N ½ of NW ¼) of Section Six (6), Township Thirty-five (35), Range Twenty (20), Chisago County, Minnesota.

Subject to easements, restrictions or reservations of record, if any.

WHEREAS, notice was provided and on November 3, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from

the Land Services Coordinator, the applicant and/or property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Ryan Farms Plat 1 with conditions per Resolution No. PC2022-1102; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its November 16, 2022 meeting and determined the Preliminary Plat of Ryan Farms Plat 1 to be consistent with the intent of the County's Zoning and Subdivision Ordinances.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby approves the Preliminary Plat of Ryan Farms Plat 1, subject to the following conditions:

1. The Preliminary Plat of Ryan Farms Plat 1 is approved per plat drawing dated signed September 29, 2022. Any significant deviation from the approved plat drawing, as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.

2. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.

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

On motion by DuBose, seconded by Dunne, the Board moved to approve Resolution No. 22/1116-4, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Angry Danglers Paradise located at 34565 Wild Mountain Rd./CSAH 16 in Shafer Township, (PID #08.00130.10). The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

RESOLUTION NO. 22/1116-4

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE PRELIMINARY PLAT OF ANGRY DANGLERS PARADISE

WHEREAS, Darin Dills and Amy Dills, property owners, and Amy Dills, applicant, submitted an application dated received September 30, 2022 and considered complete on October 5, 2022 for the Preliminary Plat of Angry Danglers Paradise; and

WHEREAS, the applicant desires to create three parcels from the 25-acre subject site; and

WHEREAS, the subject site is located at 34565 Wild Mountain Road / CSAH 16 in Shafer Township and is zoned Rural Residential II (RRII) District / Upper St. Croix Overlay (UO) District; and

WHEREAS, the subject site is legally described as:

PID 08.00130.10

That part of the Southwest Quarter of the Northeast Quarter and that part of the Southeast Quarter of the Northwest Quarter of Section 12, Township 34, Range 19, Chisago County, Minnesota, described as follows: Commencing at the southeast corner of the Northeast Quarter of said Section 12; thence North 88 degrees 46 minutes 29 seconds West along the South line of said Northeast Quarter, a distance of 1525.61 feet to a point distant 200.00 feet West of the southeast corner of said Southwest Quarter of the Northeast Quarter thereof and the Point of Beginning of the parcel to be described; thence North 28 degrees 58 minutes 22 seconds West, a distance of 1505.48 feet to a point on the North line of said Southwest Quarter of the Northeast Quarter distant 400.00 feet East of the northwest corner of said Southwest Quarter of the Northeast Quarter thereof; thence South 42 degrees 38 minutes 14 seconds West, a distance of 1245.86 feet to the centerline of County State Aid Highway No. 16, as established by CHISAGO COUNTY RIGHT OF WAY PLAT NO. 84; thence South 52 degrees 17 minutes 03 seconds East along said centerline, a distance of 616.82 feet to the South line of said Southwest Quarter of the Northeast Quarter; thence South 88 degrees 46 minutes 29 seconds East along said South line of the Southwest Quarter of the Northeast Quarter, a distance of 1085.45 feet to the Point of Beginning.

Subject to permanent highway easement in Parcel 7 as shown on CHISAGO COUNTY HIGHWAY RIGHT-OF-WAY PLAT NO. 84.

WHEREAS, notice was provided and on November 3, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant and/or property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Angry Danglers Paradise with conditions per Resolution No. PC2022-1103; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its November 16, 2022 meeting and determined the Preliminary Plat of Angry Danglers Paradise to be consistent with the intent of the County's Zoning and Subdivision Ordinances.

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

1. The Preliminary Plat of Angry Danglers Paradise is approved per plat drawing dated signed September 26, 2022. Any significant deviation from the approved plat drawing, as determined by the Department of Environmental Services, shall require further review by the Planning Commission and approval by the County Board.

2. The subdivision will be allowed a maximum of two driveways / access points from Wild Mountain Road / CSAH 16, requiring that at least two of the three lots have a shared driveway.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. The applicant shall submit request for Final Plat within one year following approval of the Preliminary Plat unless an extension of time is requested by the applicant and granted by the County Board upon recommendation of the Planning Commission.
5. Upon Final Plat approval, the applicant shall effectuate the permanent and visible marking of all property boundaries shared with the U.S. Department of the Interior's National Park Service utilizing the services of a licensed surveyor. Once the property boundaries have been marked, the applicant shall notify the National Park Service.

On motion by DuBose, seconded by Dunne, the Board moved to approve Resolution No. 22/1116-5, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Paradise Woods located at the SW corner of 320th Street and Lofton Avenue/CSAH 24 in Chisago Lake Township, (PID #02.00823.00). The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

RESOLUTION NO. 22/1116-5
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE PRELIMINARY PLAT OF PARADISE WOODS

WHEREAS, Kenneth Rice, property owner and applicant, submitted an application dated received May 26, 2022 and considered complete on June 1, 2022 for the Preliminary Plat of Paradise Woods; and

WHEREAS, the subject site is generally located at the southwest corner of 320th Street and Lofton Avenue / CSAH 24 in Chisago Lake Township and within the Agricultural (AG) District; and

WHEREAS, the subject site is 58.2 acres in size and legally described as:

PID 02.00823.00
That part of Section 30, Township 34 North, Range 20 West, Chisago County, Minnesota described as follows: The Northeast Quarter of the Northwest Quarter, subject to a 1-rod road easement along the North line thereof. And the North 659.4 feet of the Northwest Quarter of the Northeast Quarter, subject to a 1-rod road easement along the North line thereof, and subject to the existing County Road No. 77 easement along the East line thereof, and also the East 770 feet is subject to a drainage easement in favor of the owner

of the property described as follows: All of the NW 1/4 of the NE 1/4 of said Section 30 except the North 659.4 feet thereof.

WHEREAS, notice was provided and on July 7, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant and/or property owner, and invited members of the public to comment; and

WHEREAS, the Planning Commission tabled the request in order to allow additional time for the applicant to review Chisago Lake Township's road design standards and determine estimated costs associated with road improvements; and

WHEREAS, the applicant granted the County a 120-day extension to the review period in order to allow sufficient time for the above described efforts, with said extension expiring on January 27, 2023; and

WHEREAS, having received an updated request for Preliminary Plat and an updated recommendation from Chisago Lake Township, the Planning Commission continued its review and consideration of this application at its November 3, 2022 meeting; and

WHEREAS, the Planning Commission recommended approval of the request for Preliminary Plat of Paradise Woods with conditions, per Resolution No. PC2022-1104; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its November 16, 2022 meeting and determined the Preliminary Plat of Paradise Woods to be consistent with the intent of the County's Zoning and Subdivision Ordinances.

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

1. The Preliminary Plat is approved per plat drawing dated signed May 26, 2022 and with amendments dated September 19, 2022 and October 14, 2022. Any deviation from the approved plat drawing, except as provided herein, shall require further review by the Planning Commission and approval by the County Board.
2. No access shall be granted from Lofton Avenue / CSAH 24; all driveways must access 320th Street.
3. The applicant shall obtain all necessary and applicable permits from Federal, State, and County jurisdictions for any wetland impacts prior to commencement of development.
4. The applicant shall enter into a Developer's Agreement with Chisago Lake Township Road Authority. The Developer's Agreement shall address concerns identified by the

township in Chisago Lake Town Board Resolution No. 2022-10-18-A, including concerns relating to infrastructure improvements (i.e., review / approval of construction plans, effectuation and timing of improvements, responsibility of costs related to improvements, and financial surety), driveway access, reimbursement of costs related to review of the plat, and access easement for stormwater facilities. The applicant shall submit the fully executed Developer's Agreement at time of submission of request for Final Plat. The request for Final Plat will not be considered complete unless accompanied by the fully executed Developer's Agreement.

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

On motion by DuBose, seconded by Montzka, the Board moved to enact Ordinance No. 1116-6 approving the rezoning of the properties described as 35089 Wild Mountain Road / CSAH 16, Shafer Township, PID#'s 08.00004.20, 08.00018.15, 08.00003.00 and 08.00128.00, from Rural Residential II (RRII) Zoning District to Agricultural (AG) Zoning District. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

CITIZENS FORUM
TIME – 7:01 p.m. **END TIME** – 7:01 p.m.
of SPEAKERS – 0

On motion by Montzka, seconded by Dunne, the Board moved to accept the November 9th Budget and Finance Report, moved to approve funding the Honeywell Phase II project using $729,577 ARPA funds, $524,750 Building funds and $311,973 from the General Fund for a total of $1,566,300, and moved to approve the 2023 CIP and ARPA Plan, as attached. 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 Joint Powers Agreement with Hennepin County Sheriff's Office for inmate boarding. 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 2023 Law Enforcement Services Contracts for the Cities of Taylor's Falls, Shafer, Center City, Stacy, Harris and Rush City. The motion **carried** as follows: **IN FAVOR THEREOF:** DuBose, Greene, Dunne, Montzka. **OPPOSED:** None.

On motion by Dunne, seconded by DuBose, the Board moved to approve the grant application and sub-recipient agreement with the Children's Services Collaborative and pay $118,000 to the Children's Services Collaborative. 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 Chisago County Disposition, Cremation and Burial Policy & Procedure #500. 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 TriMin System Service Agreement for 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 MFIP & DWP program provider agreement between Central Minnesota Jobs & Training Services (CMJTS) 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 Professional/Technical Services Contract between Amy Anderson, M.D. and Chisago County. 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 Family Home Visiting Strong Foundations 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 Canvas Health Contract through 2024. 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 employment contract with Mr. Chase Burnham in its entirety to continue to be the Chisago County Administrator. 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 7:31 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: December 7, 2022	***Item Number:*** 11
Title of Item for Consideration: Advertising 2023 Citizen Committee Vacancies	
Action Requested by: Chase Burnham, County Administrator	***Department:*** Administration

Previous Action on this Matter: Every year the Board of Commissioners is asked to appoint to specific County Committees at their meetings and/or as retirements or resignations occur. Due to these vacancies, the Board approves advertising for the vacancies before appointing to the committee.

Background: The Board of Commissioners establishes committee assignments every year. A motion, voted on by the entire Board, is needed to appoint a citizen to a committee. The following positions need to be appointed or re-appointed;

Board of Adjustment and Appeals:

District 1, District 4 – 3-year term 1/7/2023 – 12/31/2026

HRA-EDA:

District 1, District 4 – 5-year term 1/7/2023 – 12/31/2028

Library Board:

Citizens needs to be appointed and Chisago County Commissioner must be appointed/reappointed – 3 -year term 1/7/2023 – 12/31/2026

Park Board:

District 2, District 4 – 3-year term 1/7/2023 – 12/31/2026

Planning Commission:

District 1, 2, 3, 5 – 3-year term 1/4/2022 – 1/4/2024

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve advertising for the vacancies on the Board of Adjustment, Extension Committee, HRA-EDA, Library Board, Park Board, and Planning Commission. The following motion is suggested;

"Move to approve advertising of the vacancies on the Board of Adjustment, Extension Committee, HRA-EDA, Library Board, Park Board, and Planning Commission."

Implications of Action: If the motion is made, the County Board will approve advertising the vacancies for the citizen committees.

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: December 7, 2022	***Item Number:*** 12
Title of Item for Consideration: Budget Adjustment – OpenGov – License Agreement Purchase	
Action Requested by: Chase Burnham, County Administrator	***Department:*** County Administration
Previous Action on this Matter: None.	

Background: Requesting fund balance to pay for the OpenGov subscription (budgeting software) for November 2022 - October 2023. This item was missed in the budget process for 2022-2023 as a 5-year contract had been signed by the previous Administrator.

The contract was up for the 2021-2022 year. The Auditor-Treasurer's office is working with Enterprise Services to make sure this item is budgeted for in the future.

Attachment(s):

- Budget Adjustment Form

Action Requested/Recommended: It is respectfully requested by County Administrator Chase Burnham that the Chisago County Board of Commissioners approve the budget adjustment and payment for the OpenGov subscription for budget reflects the Board's actions in 2022. The suggested action is as follows:

"Move to approve the budget adjustment for the OpenGov subscription for the 2022 budget so it reflects the Board's actions in 2022."

Implications of Action: By approving the budget adjustment form the budget greater reflects the actual expenditures of the County.

Budget/Financial Implications: None.

Legal/Policy Implications: The proposed activities are in compliance with all applicable state and federal regulations and County policies & procedures.

Administrator's Recommendation

Approve CC	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay _____	Abstain _____

Budget Adjustment Request

2022
year

this form MUST be completed electronically

Department Name: Administration

Department Head: Chase Burnham

Reason and description of the proposed change to the Budget:

Requesting fund balance to pay for OpenGov subscription (budgeting software) for November 2022 - October 2023. This item was missed in the budget process for 2022-2023 as a 5 year contract had been signed by the previous Administrator. The contract was up for the 2021-2022 year. The Auditor-Treasurer's office is working with Enterprise Services to make sure this item is budgeted for in the future.

	Yes/No
Is this proposed budget change a net expenditure to the county?	Yes
If yes, can other expenditures be cut from this department to offset this net expenditure?	No
If a net expenditure, can this change be deferred until next budget year?	No

Auditor-Treasurer's comments:

Reviewed 11/29/22, no additional comments.

Account Description	Account # Fund	Dept	Program	Service	Object	Additional $ Amounts Revenue	Expenditure
Rental and Service Agreements	01	061	000	0000	6341		($28,163)

Chisago County Request for Board Action

Meeting Date: December 7, 2022	***Item Number:*** 13
Title of Item for Consideration: Conduct Truth-in-Taxation (TNT) Hearing and Consider Approval of *Final* 2023 Levy & Annual Budget	
Action Requested by: Minnesota State Statute/ County Administrator	***Department:*** County Administration

Previous Action on this Matter:

- 2023 Budget Preparation Discussions
- 2023 Budget & Finance Subcommittee Meetings
- September 21st, 2022 Adoption of *Preliminary* 2023 Levy & Annual Budget

Background: Board action is respectfully requested to hold the required Truth-in-Taxation (TNT) Public Hearing and approve, if ready, the *Final* 2023 Levy & Annual Budget. It is recommended that the County Board:

1) Open the Public Meeting at 7:00 PM to first hear the staff report by County Auditor-Treasurer Konrad and County Administrator Burnham and then receive public comment;

2) If so desired, offer for citizens and property owners to meet with County Assessor and/or Auditor-Treasurer staff following the TNT Hearing (either in the cafeteria or upstairs at the service windows) to further look into specific tax/assessment situations and questions;

3) Close the Public Meeting and, if ready, discuss and take action on the proposed 2023 Levy and Budget as part of tonight's formal Agenda.

Board convening of a TNT Hearing is required under Minnesota Statute 275.065, as is action to approve a *Final* 2023 Levy & Annual Budget by December 29th, 2022. Attached for Board consideration is the summary of the draft *Final* 2023 Levy & Annual Budget, with a copy of the detailed draft *Final* 2023 Levy & Annual Budget to be handed out at tonight's meeting. [For Board information, and with the exceptions noted below, neither the summary nor detailed 2021 Budget has significantly changed since it was updated following the September 21st, 2022 Meeting].

This draft *Final* 2023 Levy & Annual Budget reflects the formal *Preliminary* 2023 Levy & Annual Budget adopted by the Board at its September 21st, 2022 Meeting and subsequent adjustments incorporated into the draft by the County Auditor and Administrator. Of note:

- Adjustments made are reflected in the Contingency Fund and mirror the *Preliminary* Budget's 6.95% levy increase required to balance the budget, as per Board direction.

The *Final* 2023 Levy and Annual Budget reflects the work over the past seven months of the County Board, the County Auditor - Treasurer, Administrator, Department Directors, and staff; and follows the direction of the Budget & Finance Committee and prior Board review/action. Of note:

- Changes in 2023 employee compensation and benefits.

- Additionally, the County has proposed budgeting for cost increases in non-personnel categories; reflecting increases in fuel, supplies and other consumables.

- Proposed 2023 Debt Service expenditure reflect current obligations from past County debt issuances and the proposed 2023 Capital budget (CIP/CPA) reflects little change from 2020.

The *Preliminary* 2023 Levy and Annual Budget does include minor adjustments to various line items undertaken at the direction of the Board and/or the Budget & Finance Committee, including requests for additional funding for select outside organizations/supporting governments, including:

- Adjusting the *Preliminary* 2023 Levy and Annual Budget to reflect the JPA formula-based increase in levy support for the East Central Regional Library, to reflect the contract-based amount for Medical Examiner (ME), and the estimated amount for ME transports.
- Adjusting the *Preliminary* 2023 budgeted support for the Chisago County Soil and Water conservation District (SWCD), U of MN Extension, and Agricultural and Historical Societies to reflect programmatic and inflationary increases.

Attachment(s):

- *Draft Final* 2023 Levy & Annual Budget Summary
- *Draft* Resolution Adopting the 2023 Levy and Annual Budget
- TNT Presentation (to be distributed separately)

Action Requested/Recommended: It is respectfully recommended that the County Board convene the required Truth-in-Taxation (TNT) Hearing at 7:00 PM on Wednesday, December 7th, 2022 and ask County staff to facilitate a short presentation prior to public comment.

Following conclusion of the staff presentation and public comment received via the TNT Hearing, Board review the draft *Final* 2023 Levy & Annual Budget (summary) is recommended, with approval of such at the Board's discretion, as presented or modified at tonight's Meeting, by acting upon the proposed Resolution below:

"Move to Approve by Board Resolution the Chisago County 2023 Final Levy & Annual Budget, as presented [or "as modified"] at tonight's meeting; to include:"

- ☐ ***A 2023 County Levy of $***
- ☐ ***A 2023 County Expenditure of $***

Implications of Action: Affirmative Board action following the December 7th TNT Public Hearing would allow the County to approve and implement its 2023 Levy & Annual Budget.

Budget/Financial Implications: Based upon the direction of the County Board, the draft *Final* 2023 Levy & Annual Budget implements the *Preliminary* 2023 Levy & Annual Budget, as adopted by the Board on September 21st, 2022. This includes the following key points:

- A significantly increased benefits package for County employees;
- Continued investment in infrastructure and capital improvement projects, especially in the areas of Public Safety, Management Information Systems and core Government Center facility systems; and

Should the County Board wish to consider further reducing the *Final* 2023 Levy & Annual Budget beyond that approved in September, the following areas are identified for potential consideration:

- County Partners – The *Preliminary* 2023 Levy & Annual Budget includes discretionary funding, which could be lowered at the Board's direction, for the following key Partners:
    - Historical Society ($35,210)
    - Ag Society ($16,000, same as 2022)
    - U of MN Extension ($138,700)
    - Soil and Water Conservation District ($804,000)
    - East Central Regional Library ($748,331, a 90% minimum maintenance effort of $673,497 is required under State law)
- Specific Targeted Reductions – The County Board may elect to further reduce specific funding for departments, programs, project, activities or expenditures, subject to any identified legal or contractual obligations, mandates and/or restrictions.
- Other – The County Board may also elect to delay action at tonight's meeting and schedule this item for the County Board's December 21st, 2022 meeting to allow for further discussion and/or preparation of information and material for Board consideration regarding adoption of the *Final* 2023 Levy & Annual Budget.

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

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

2023 PROPOSED SUMMARY BUDGET & LEVY CALCULATION

	2022 Budget Non-Salary Expenditures	2023 Non-Salary Expenditures	Inc/Dec	2022 Budget Non-Levy Revenues	2023 Non-Levy Revenues	Inc/Dec	
Assessor	*56,476*	*39,400*	*(17,076)*		-	-	
Auditor-Treasurer	38,150	28,110	(10,040)	49,200	49,200	-	
Audit	70,000	100,000	30,000	-		-	*Using $20K
Elections	128,500	131,400	2,900	12,000	10,000	(2,000)	ARPA/$10k Moved
Other Gen Govt	1,200,350	1,049,100	(151,250)	1,697,500	1,788,190	90,690	
Non-Co Income/Expense	4,700	4,700	-			-	
E911	137,000	137,000	-	137,000	137,000	-	
Economic Development	82,000	70,000	(12,000)			-	
Self Insurance	300,000	300,000	-	300,000	300,000	-	
Debt - Road	2,162,979	2,009,910	(153,069)	38,000		(38,000)	
Debt HHS Building	276,854	261,765	(15,089)			-	
Debt Library	493,238	469,088	(24,150)			-	
Debt Jail	1,047,729	1,048,465	736	628,925	628,925	-	
Debt Business Park	267,862	241,815	(26,047)	200,000	200,000	-	
Debt 800 Mghz	670,520	667,199	(3,321)			-	
Property Tax - All Funds			-	400,000	410,000	10,000	
AUDITOR-TREASURER TOTAL	***6,879,882***	***6,518,552***	***(361,330)***	***3,462,625***	***3,523,315***	***60,690***	
Board of Commissioners	163,750	161,200	(2,550)			-	
Law Library	30,500	30,000	(500)	40,000	40,000	-	
County Administrator	38,050	71,800	33,750	7,500	7,500	-	
Central Services	114,750	111,250	(3,500)	12,600	3,100	(9,500)	
Contingency	109,747	109,747	-			-	
Historical Society	30,210	35,210	5,000			-	
Library	701,000	748,331	47,331			-	
Agricultural Society	16,000	16,000	-			-	
County Extension	133,500	138,700	5,200			-	
Soil & Water	718,700	804,000	85,300	618,700	654,000	35,300	
Heartland Express			-			-	
Building Fund - Gen Gov			-			-	
Capital Equipment	2,531,752	2,444,232	(87,520)	2,531,752	2,444,232	(87,520)	
COUNTY ADMINISTRATION TOTAL	***4,587,959***	***4,670,470***	***82,511***	***3,210,552***	***3,148,832***	***(61,720)***	
County Attorney	66,600	71,450	4,850	113,800	133,800	20,000	
County Attorney Forfeiture	-	-	-	-		-	
COUNTY ATTORNEY TOTAL	***66,600***	***71,450***	***4,850***	***113,800***	***133,800***	***20,000***	
Data Processing	3,824,069	3,836,329	12,260	347,568	348,873	1,305	
Maintenance	1,093,180	1,005,378	(87,802)	-		-	
ENTERPRISE SERVICES TOTAL	***4,917,249***	***4,841,707***	***(75,542)***	***347,568***	***348,873***	***1,305***	
District Court	*216,500*	*212,500*	*4,000*	*76,000*	*76,000*	-	
Planning & Zoning	278,200	261,500	(16,700)	926,043	935,043	9,000	
Parks	112,150	131,000	18,850	30,000	30,000	-	
Water Quality	73,500	76,670	3,170	32,743	32,743	-	*Use $40K fund
Wetland Grant	5,000	5,000	-	27,700	27,700	-	balance
Watercraft Inspection	83,999	83,500	(499)	173,000	172,000	(1,000)	
Score Grant	250,250	263,250	13,000	298,760	291,000	(7,760)	
Household Hazardous Waste Operations	407,610	721,250	313,640	534,840	489,000	(45,840)	
Park Acquisition & Improvement	1,396,802	1,396,802	-	1,187,282	1,187,282	-	
Lake Improvement District	308,100	186,000	(122,100)	7,500		(7,500)	
ENVIRONMENTAL SVC TOTAL	***2,915,611***	***3,124,972***	***209,361***	***3,217,868***	***3,164,768***	***(53,100)***	
Veterans Services	32,298	37,150	4,852	17,500	15,500	(2,000)	
Income Maintenance	788,892	768,800	(20,092)	2,267,156	2,227,200	(39,956)	
Social Services	4,162,278	3,918,493	(243,785)	4,880,071	4,678,297	(201,774)	
Collaboratives			-			-	
Public Health	281,002	348,470	67,468	1,096,886	1,294,513	197,627	
HEALTH & HUMAN SERVICES TOTAL	***5,264,470***	***5,072,913***	***(191,557)***	***8,261,613***	***8,215,510***	***(46,103)***	
Probation	37,740	37,120	(620)	354,000	359,000	5,000	
Electronic Monitoring	22,000	22,000	-	22,000	22,000	-	
Caseload Reduction Grant			-	64,797	64,797	-	
PROBATION TOTAL	***59,740***	***59,120***	***(620)***	***440,797***	***445,797***	***5,000***	
Recorder	16,950	16,950	-	285,000	285,000	-	
Recorder Tech/Compliance	1,500	1,500	-	315,000	315,000	-	
RECORDER TOTAL	***18,450***	***18,450***	***-***	***600,000***	***600,000***	***-***	
Surveyor	14,050	8,050	(6,000)	15,000	15,000	-	
Highway Administration	99,200	38,500	(60,700)	20,000	20,000	-	
Highway Engineering	584,450	2,646,450	2,062,000	1,000	2,000,000	1,999,000	
Highway Construction	11,350,000	9,500,000	(1,850,000)	8,825,000	7,085,000	(1,740,000)	
Highway Maintenance	2,975,800	2,739,300	(236,500)	3,210,000	3,502,000	292,000	
Equipment Maintenance/Shop	814,700	898,700	84,000	10,000	230,000	220,000	
Traffic Operations	323,000	391,500	68,500	-		-	
ROAD & BRIDGE TOTAL	***16,161,200***	***16,222,500***	***61,300***	***12,081,000***	***12,852,000***	***771,000***	
Sheriff	893,850	961,760	67,910	1,950,460	1,968,250	17,790	
Sheriff Forfeitures		-	-		-	-	
Boat & Water	11,000	-	(11,000)	32,400	-	(32,400)	
Sheriff's Reserve		-	-		-	-	
Snowmobile Safety		-	-		-	-	
Gun Permits		-	-		-	-	
Project Lifesaver		-	-		-	-	
PS Grants TZD		71,700	71,700		95,458	95,458	
PS Grants Boat & Water		25,000	25,000		25,000	25,000	
PS Grants Snowmobile		6,900	6,900		6,900	6,900	
PS Grants ATV		7,100	7,100		7,100	7,100	
PS Grants Miscellaneous	5,000	-	(5,000)	5,000	-	(5,000)	
Coroner	136,869	153,159	16,290	-	-	-	
County Jail	773,926	742,150	(31,776)	123,500	111,000	(12,500)	
Jail Canteen			-		-	-	
Sentence to Serve	76,352	78,986	2,634			-	
Emergency Management	26,500	30,500	4,000	33,500	53,000	19,500	
TOTAL SHERIFF	***1,923,497***	***2,077,255***	***153,758***	***2,144,860***	***2,266,708***	***121,848***	
TOTAL NON-SALARY EXPENDITURES	*$ 43,067,634*	*$ 42,929,289*	*$ (130,345)*	*$ 33,956,683*	*$ 34,775,603*	*$ 818,920*	

2023 Levy Calculation

	Expenditures			Revenues		
Total Non-Salary Exp/Non-Levy Rev	42,929,289			34,775,603		
Salary & Benefits/Use of Fund Balance/ARPA		39,714,435		87,600		
Levy Revenues					47,780,521	
	42,929,289	39,714,435	82,643,724	34,863,203	47,780,521	82,643,724

LID						
Non-Salary Exp/Non-Levy Rev	186,000			-		
Salary & Benefits		141,520				
Fund Balance						
Levy Revenue					327,520	
	186,000	141,520	327,520	-	327,520	327,520
2023 LID Levy						***$ 327,520***
2022 Levy						***$309,654***
Increase						***17,866***
						5.77%

General Fund							
Non-Salary Exp/Non-Levy Rev	42,743,289			34,775,603	-		*$27,600 Recorders
Salary & Benefits/Use of Fund Balance/ARPA		39,572,915		87,600			Tech Fund to MICS
Levy Revenue					47,453,001		
	42,743,289	39,572,915	82,316,204	34,863,203	47,453,001	82,316,204	
2023 Levy - Excluding LID						***$47,453,001***	
2022 Levy						***$44,476,078***	
Increase						***$2,976,923***	
						6.69%	

Chisago County
Board of Commissioners

ADOPTING THE CHISAGO COUNTY BUDGET AND LEVY FOR 2023

RESOLUTION NO. 2/1207-XX
ADOPTING THE CHISAGO COUNTY
BUDGET AND LEVY FOR 2023

WHEREAS, pursuant to Minn. Stat. Sec. 275.065, the Truth in Taxation Public Hearing has been held at the Chisago County Government Center on December 7th, 2022 at 7:00 p.m. and closed at _____ p.m.; and

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

WHEREAS, pursuant to Minn. Stat. Sec. 275.07, the Chisago County Board of Commissioners must certify its levy on or before five working days after December 21, 2022; and; and

NOW BE IT RESOLVED, that the Chisago County Board of Commissioners have moved to adopt the recommended Gross Levy for 2023 of $_____a % increase over the 2022 levy, with overall 2023 expenditures of $_____, a LID Levy of $_____, with overall 2023 expenditures of $_____;

NOW THEREFORE BE IT RESOLVED, that the Chisago County Board of Commissioners have moved to adopt the recommended 2023 Capital Improvement Plan of $;

NOW THEREFORE BE IT FURTHER RESOLVED, that the Chisago County Board of Commissioners hereby adopts its 2023 Annual Budget.

2023 Budget & Levy
Truth in Taxation Presentation

December 7, 2022

Chase Burnham, County Administrator

&

Bridgitte Konrad, County
Auditor-Treasurer

Truth and Taxation Hearing

MN Statute 275.065, subdivision 3 (c), states that cities with a population over 500, counties, school districts, the Metropolitan Council, the Metropolitan Airports Commission, and the Metropolitan Mosquito Control District must hold a meeting to allow for public input prior to the final budget and levy determination. The public meeting must be held after November 24, and must not be held before 6:00 p.m.

Truth in Taxation

"Truth in taxation" (TnT) is a process which the legislature enacted in 1988 to enhance public participation in Minnesota's property tax system.

The main purposes of TnT are:

1) to enhance public participation in Minnesota's property tax system,
2) to educate the public on how property taxes are determined,
3) to encourage the public to understand the local government's budget process,
4) to encourage the public to become involved in helping local officials set spending priorities.

This is not the meeting to discuss your taxable market value.

Actions Required

- **Discuss budget and proposed property tax levy for the following year.**

  The proposed property tax levy for the taxes payable in the year 2022 and the4 proposed budget for the taxes payable in the year 2022 must be discussed at the public meeting.

- **Public comment**

  The public must be given a reasonable amount of time to comment on the proposed property tax levy and budget and offer suggestions.

Questions related to your property taxes are to be directed to the Auditor-Treasurer. Questions related to your Valuation Statement are to be directed to the County Assessor.

Property Tax Administration

Counties are responsible for property tax administration; the Department of Revenue provides assistance and oversight. The list below shows each county office's responsibilities for property tax administration. In some counties these offices are merged and one or two offices may perform the functions.

Assessor

1) Values property
2) Determines proper classification
3) Sends valuation notices to taxpayers

Auditor

1) Determines each taxing jurisdiction's total tax capacity (i.e., its tax base)
2) Calculates proposed and final tax rates
3) Prepares truth-in-taxation notices (based on proposed levies)

Treasurer

1) Prepares and mails out property tax statements
2) Collects property tax payments
3) Distributes property tax receipts to each taxing jurisdiction

Truth in Taxation

This is not the meeting to discuss your taxable market value.

- The County Board of Appeal and Equalization meets during the last 10 days in June every year (MN Stat. 274.14)

County Assessor Staff is here to discuss your individual taxable market value if you have questions

County Financing Basics

- **Where does the County get its Money?**
  - Property Taxes
  - State Aids & Earnings
  - Grants (Federal, State, other agencies/orgs)
  - Charges for Services
  - Wheelage Tax
  - Local Option Sales Tax
- **Who Determines Budget Priorities?**
  - Federal Mandates
  - State Laws/Mandates
  - Agreements or Specific Program Requirements
  - County Board
  - Designated Agents

	Income Taxes	Sales Taxes [1]	Property Taxes	Wheelage Tax
Federal Gov't	$			
State Gov't	$	$	$	
County Gov't		*Local Option – Road Projects* [2]	$	*Local Option – Roads & Transit* [3]
School District			$	
City/Township		*If authorized by Charter/Legislature* [4]	$	Local Option [5]

1. The State Legislature may authorize local sales tax (with or without direct approval of citizens)
2. County Local Option Sales Tax of up to ½ of 1% for Road Construction Project(s) (M.S. 297A.993)
3. County Wheelage Tax Option of $10 per qualified vehicle for Roads & Transit; up to $20 per vehicle in 2018 (M.S. 163.051)
4. Typically specific or special legislation, if/as requested by local governmental unit
5. Existing City Wheelage Tax option (MSS § 426.05)

Outline

I. 2023 – Chisago County Annual Budget & Levy

II. 2023 - Budget Considerations

III. 2023 – Budget Analytics

IV. Taxpayer Impacts & Information

V. Public Comment Board Discussion

I. 2023 – Chisago County Annual Budget and Levy

County Financial Report Card

- Strong Financial Policies
- Robust Fund Balances
- Continuous Budgeting Process (12-24 mos.)
  - *Annual Operating Budget (APR – DEC)*
  - *Capital Improvement Plan (Annual project approval)*
- Strong County Bond Rating (AA+/AA – S&P)

Chisago County's Fiscal Challenges:

Fiscal Challenges

- Levy-Dependent
- Changing Population
- Rising Costs
  - Fuel, Supplies (Inflation)
  - Personnel/Health Care
- Aging Infrastructure
- Lack of Commercial and Industrial growth

County Response

- Program Changes
  - Personnel/Staffing
  - Revise/Rework
- Grants/Fees
- Deferred Activities
  - Programs/Staffing
  - Maintenance/Capital
- Innovate/Collaborate

2023 County Budget

- $ **82.319 Million** Balanced Budget
  - Consolidated all financial activities (includes all CPA/CIP)

- *Proposed* Property Tax Levy Increase
  - **6.69%** increase in Levy in 2023
  - $2,976,923 increase in levy funds = 6.69% increase
  - Reduction in $130,345 in total expenditures

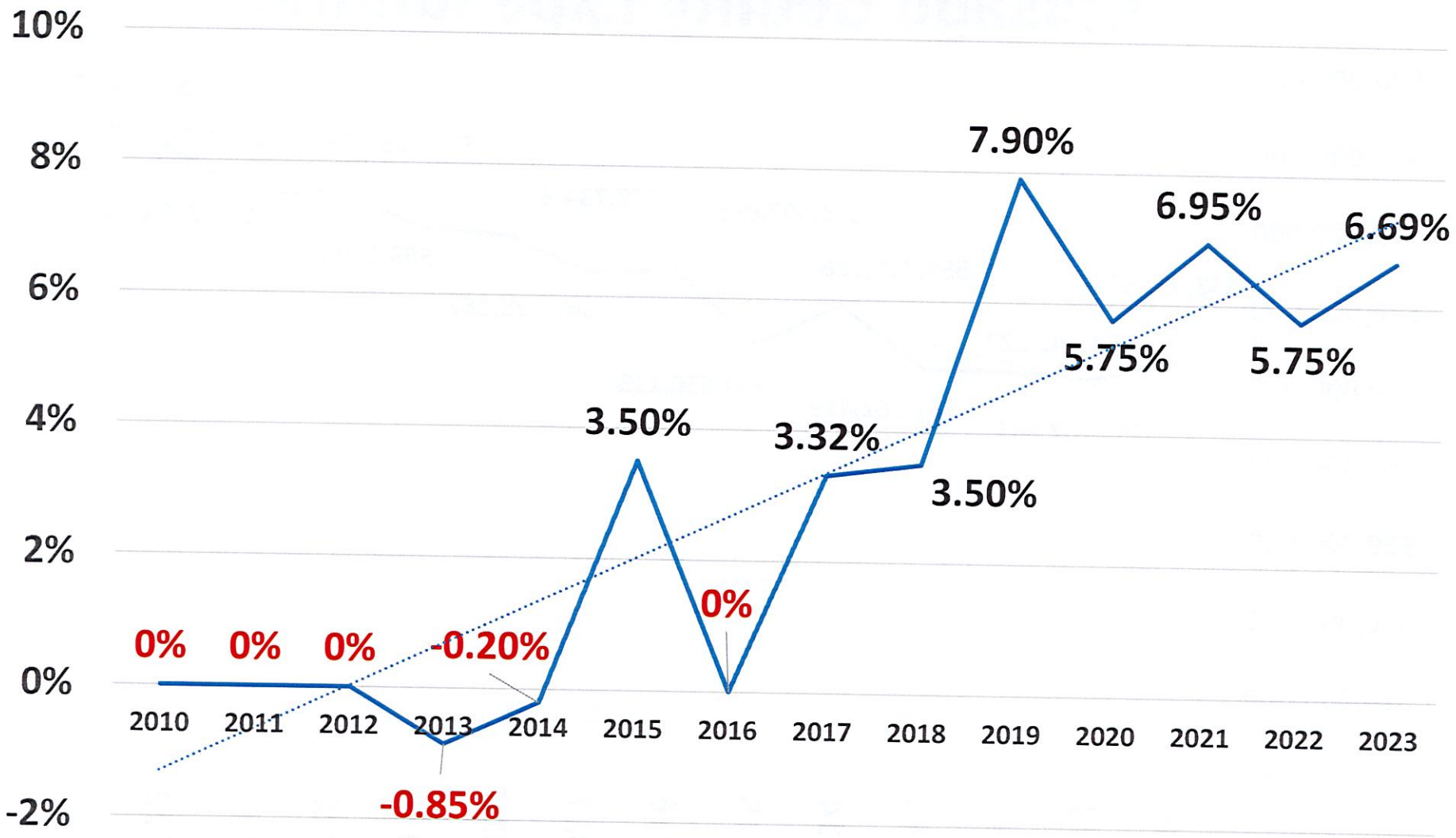
- Budget Addresses the **MANDATED 3 Major** County Priorities
  - Public Safety – *Sheriff, County Attorney, & Probation*
  - Health & Human Services – *Public Health, Adult, Children and Veterans Services, Aging & Disability Services, Mental Health Services, Support Services*
  - Public Works – *County Road & Bridge Projects and Annual Maintenance*

County Budget & Revenues

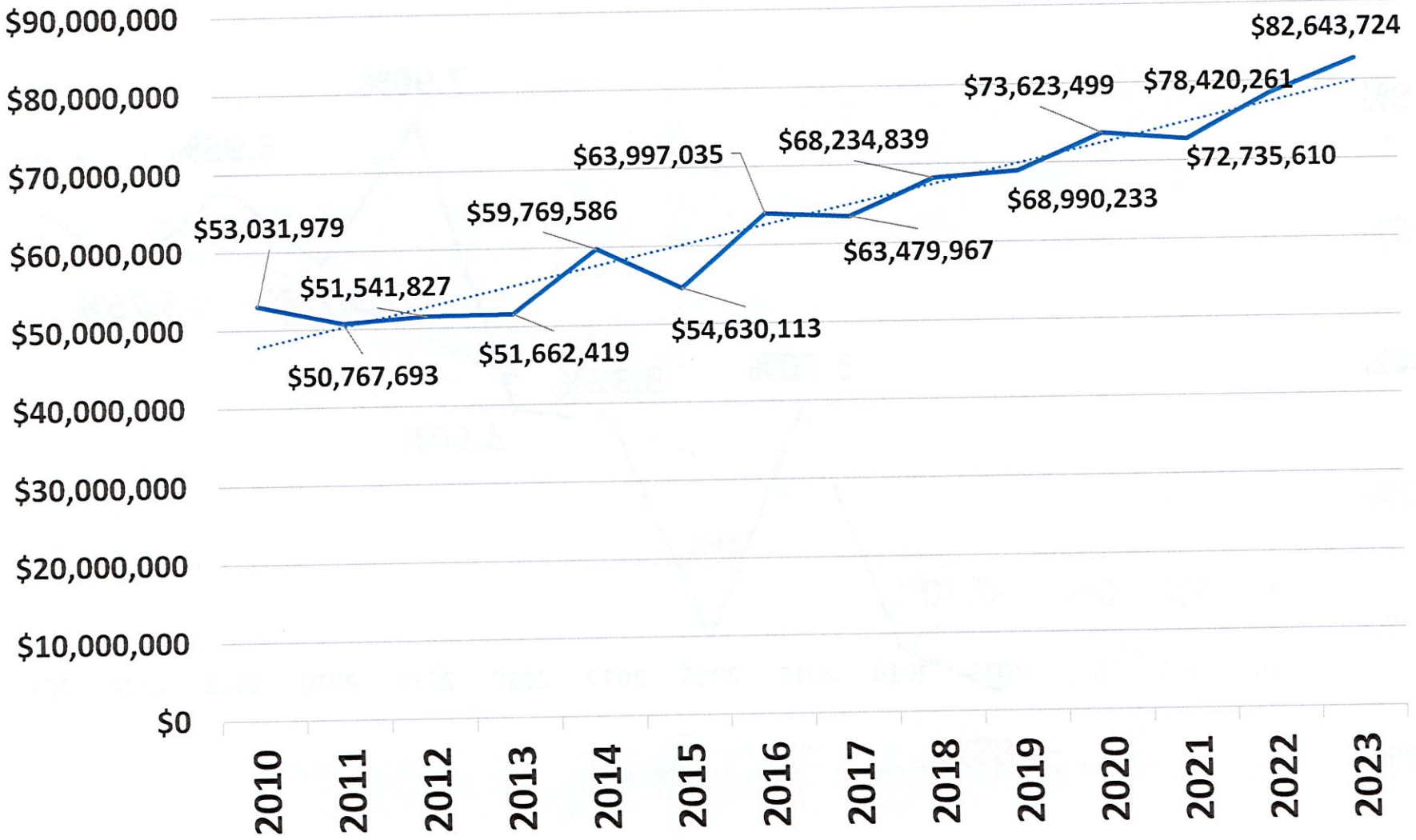
(2010 – 2023 *proposed*)

YEAR	Budgeted Expenditure	Non-Levy Revenue	Fund Balance	Property Tax Levy	Levy %
2010	$53,031,979	$21,364,312	$0	$31,667,667	0%
2011	$50,767,693	$19,100,026	$0	$31,667,667	0%
2012	$51,541,827	$19,788,485	$0	$31,667,667	0%
2013	$51,662,419	$20,137,520	$127,878	$31,397,021	-0.85%
2014	$59,769,586	$26,497,029	$1,925,456	$31,347,021	-0.20%
2015	$54,630,113	$22,307,325	-$127,212	$32,450,000	3.50%
2016	$63,997,035	$30,487,790	$1,059,245	$32,450,000	0
2017	$63,479,967	$29,630,811	$320,554	$33,528,602	3.32%
2018	$68,234,839	$33,369,769	$162,967	$34,702,103	3.50%
2019	$68,990,233	$31,401,943	$144,741	$37,443,549	7.90%
2020	$73,623,499	$33,894,633	$132,313	$39,596,533	5.75%
2021	$72,735,610	$30,385,949	$0	$42,349,661	6.95%
2022	$78,420,261	$33,944,183	$0	$44,476,078	5.75%
2023	$82,643,724	$34,775,603	$0	$47,453,001	6.69%

Chisago County Levy %

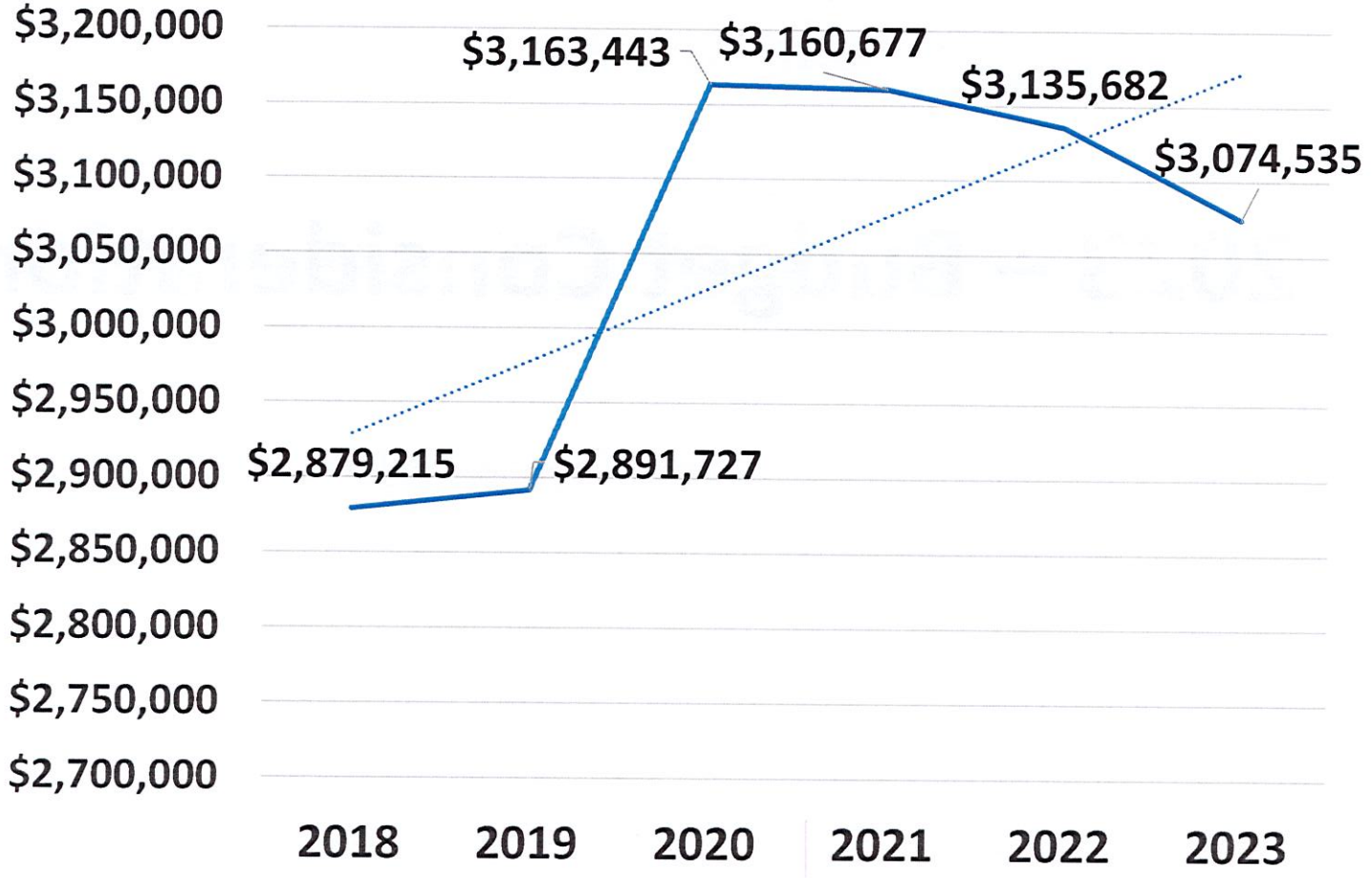


Chisago County Expenditures



County Program Aid (CPA)

County Program Aid (CPA) is a general-purpose aid that has two components: County Need Aid and County Tax Base Equalization Aid.



III. 2023 – Budget Considerations

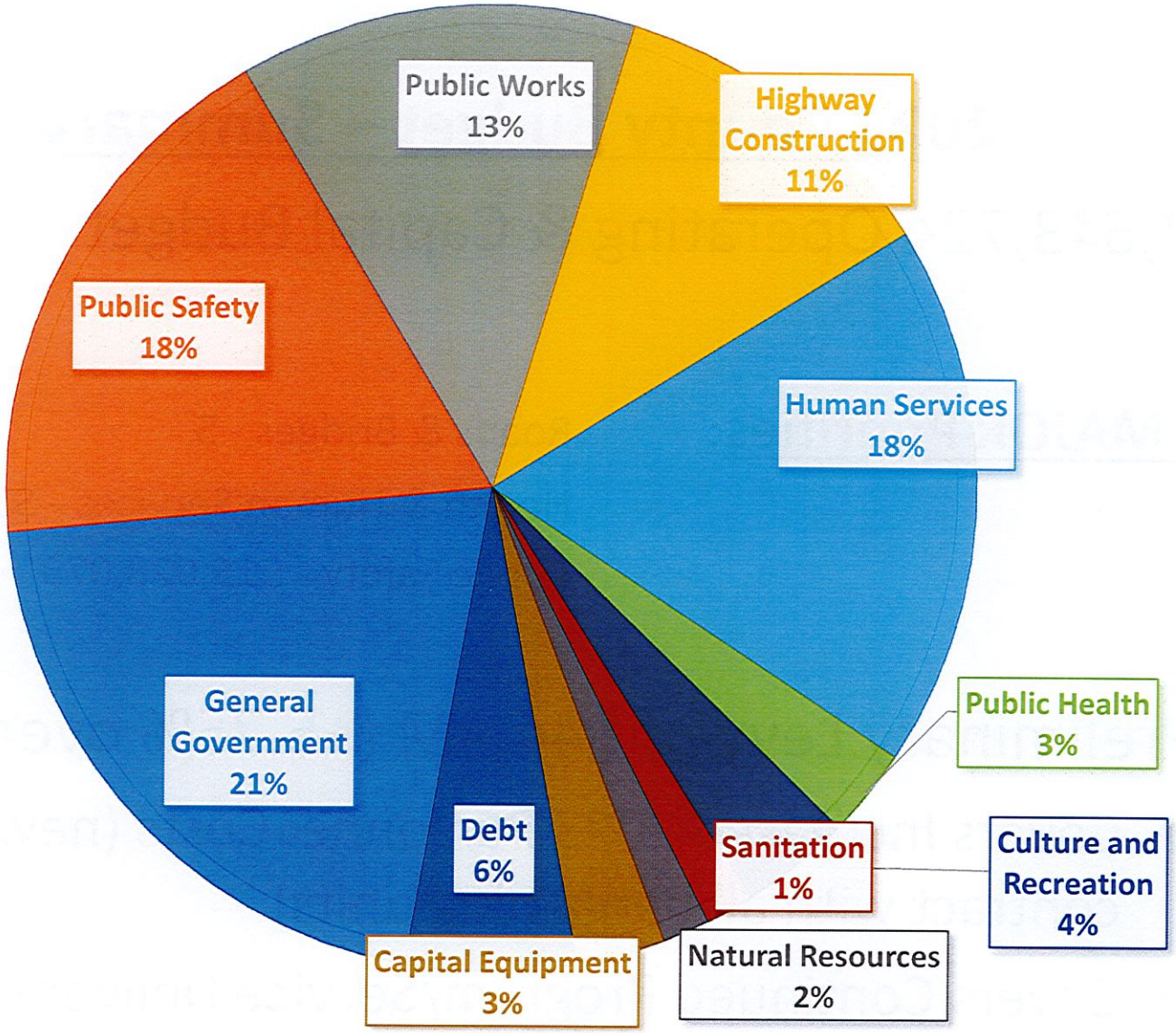
County-wide/Department-wide (expenditures/costs):

Base Annual Budget Adjustments –

- LEC/Jail: **$628,925** CPA Funds for Debt
- Personnel Adjustments: Wages (COLA), Health Care, Benefits
- Consumer Price Index Adjustments – Fuel, Consumables, etc.

IV. 2022 – Budget Analytics

Total Proposed Expenditures = $82,643,724



2023 – Annual Budget and Levy

2023 County Budget – Summary

$82,643,724 Operating & Capital Budget

- **3 MAJOR Priorities**: Roads & Bridges - $
  Health & Human Services - $15,029,496
  Public Safety - $15,028,075

- Preliminary Levy of $44.4M (+5.75% over 2021)
  - Covers Increased 2023 Personnel Costs (new labor contract with all bargaining units)
  - Covers Continued Program/Service Delivery

2023 – Annual Budget and Levy

2023 County Budget – Summary

2022

Non-Levy Revenue: $33,944,183

Levy Revenue: $44,476,078

Fund Balance: $0

2023

Non-Levy Revenue: $34,775,603

- Increase of $831,420 (2.39% INC.)

Levy Revenue: $47,453,001

- Levy Increase of $2,976,923 (6.27% INC.)

Fund Balance: $0

V. Property Tax & Taxpayer Information

2023 – Annual Budget and Levy

Who Uses Your Local Property Tax Dollar?



County 49¢

City/Twp 28¢

Schools 18¢

State 4¢

Others 1¢

2023 – Annual Budget and Levy

Projected 2023 Tax Impact Examples

	Proposed 2023	Inc/Dec Over 2022	2022	Inc/Dec Over 2021	2021	Inc/Dec Over 2020	2020
RESIDENTIAL							
Parcel 1 - Rush City							
Estimated Market Value	436,000	21.7%	358,300	6.4%	336,600	11.5%	301,900
Homestead Exclusion	-	-100.0%	5,000	-27.5%	6,900	-31.7%	10,100
Taxable Market Value	436,000	23.4%	353,300	7.2%	329,700	13.0%	291,800
County	***2,343.83***	***4.9%***	***2,233.89***	***6.2%***	***2,102.54***	***12.6%***	***1,867.00***
School	1,905.67	0.2%	1,901.36	1.7%	1,869.18	10.1%	1,697.00
City	1,592.97	13.0%	1,410.32	11.0%	1,270.08	6.9%	1,188.00
Other	29.53	-1.3%	29.91	0.8%	29.68	6.0%	28.00
State General Tax	-		-		-		-
Total Tax	***5,872.00***	***5.3%***	***5,575.48***	***5.8%***	***$ 5,271.48***	***10.3%***	***$ 4,780.00***
Parcel 2 - North Branch							
Estimated Market Value	410,800	32.9%	309,000	2.1%	302,600	1.2%	298,900
Homestead Exclusion	300	-96.8%	9,400	-6.0%	10,000	-2.9%	10,300
Taxable Market Value	410,500	37.0%	299,600	2.4%	292,600	1.4%	288,600
County	***2,207.48***	***16.6%***	***1,893.99***	***1.5%***	***1,866.03***	***1.0%***	***1,848.00***
School	1,393.63	15.3%	1,208.55	-3.8%	1,256.46	-5.5%	1,330.00
City	1,657.09	17.2%	1,414.34	-3.1%	1,459.17	-3.4%	1,511.00
Other	27.80	9.6%	25.36	-3.7%	26.34	-5.9%	28.00
State General Tax	-		-		-		-
Total Tax	***5,286.00***	***16.4%***	***4,542.24***	***-1.4%***	***$ 4,608.00***	-2.3%	***$ 4,717.00***



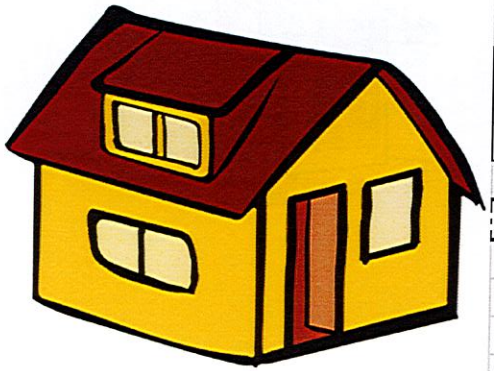


2023 – Annual Budget and Levy

Projected 2023 Tax Impact Examples



Parcel 3 - Lindstrom							
Estimated Market Value	420,500.00	23.9%	339,300.00	12.0%	302,900	3.4%	292,900
Homestead Exclusion	-	-100.0%	6,700.00	-33.0%	10,000	-8.3%	10,900
Taxable Market Value	420,500.00	26.4%	332,600.00	13.6%	292,900	3.9%	282,000
County	***2,320.18***	***7.4%***	***2,159.33***	***12.6%***	***1,917.27***	***3.5%***	***1,852.00***
School	1,262.68	0.7%	1,254.04	8.0%	1,160.64	-5.4%	1,227.00
City	1,806.67	11.2%	1,624.47	13.9%	1,425.72	4.7%	1,362.00
Other	28.47	1.1%	28.16	6.8%	26.37	-2.3%	27.00
State General Tax	-		-		-		-
Total Tax	***5,418.00***	***6.9%***	***5,066.00***	***11.8%***	***$ 4,530.00***	1.4%	***$ 4,468.00***

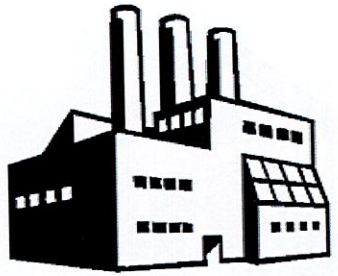


Parcel 4 - Wyoming							
Estimated Market Value	341,900.00	18.0%	289,700.00	-2.4%	296,800	2.0%	291,000
Homestead Exclusion	5,700.00	-45.2%	10,400.00	6.1%	9,800	-4.9%	10,300
Taxable Market Value	336,200.00	20.4%	279,300.00	-2.7%	287,000	2.2%	280,700
County	***1,807.56***	***2.3%***	***1,766.07***	***-3.5%***	***1,830.50***	***1.8%***	***1,798.00***
School	1,184.73	5.2%	1,126.50	-7.4%	1,216.44	0.6%	1,209.00
City	1,356.94	8.1%	1,255.78	0.7%	1,247.22	2.0%	1,223.00
Other	22.77	-3.7%	23.65	-8.5%	25.84	-4.3%	27.00
State General Tax	-		-		-		-
Total Tax	***4,372.00***	***4.8%***	***4,172.00***	***-3.4%***	***$ 4,320.00***	1.5%	***$ 4,257.00***

2023 – Annual Budget and Levy

Projected 2023 Tax Impact Examples

COMMERCIAL INDUSTRIAL							
Parcel 1 - Rush City							
Estimated Market Value	367,400.00	4.6%	351,200.00	5.3%	333,500	17.4%	284,100
Homestead Exclusion	-		-		-		-
Taxable Market Value	367,400.00	4.6%	351,200.00	5.3%	333,500	17.4%	284,100
County	***3,948.19***	***-11.1%***	***4,440.39***	***4.4%***	***4,251.40***	***16.9%***	***3,636.00***
School	2,423.07	-14.3%	2,827.33	0.2%	2,821.41	15.2%	2,450.00
City	2,684.67	-4.3%	2,803.88	9.1%	2,569.42	11.1%	2,312.00
Other	49.75	-16.3%	59.46	-1.0%	60.04	9.2%	55.00
State General Tax	2,498.32	-2.0%	2,548.94	6.2%	2,399.73	8.7%	2,207.00
Total Tax	***11,604.00***	***-8.5%***	***12,680.00***	***4.8%***	***$ 12,102.00***	13.5%	***$ 10,660.00***
Parcel 2 - North Branch							
Estimated Market Value	487,800.00	11.4%	437,700.00	0.6%	435,100	3.6%	420,000
Homestead Exclusion	-		-		-		-
Taxable Market Value	487,800.00	11.4%	437,700.00	0.6%	435,100	3.6%	420,000
County	***4,841.56***	***-4.4%***	***5,061.85***	***-0.2%***	***5,072.64***	***3.6%***	***4,898.00***
School	2,706.92	-4.7%	2,841.68	-4.5%	2,976.48	-3.7%	3,092.00
City	3,635.50	-3.8%	3,778.47	-3.4%	3,912.00	-0.9%	3,949.00
Other	60.98	-10.0%	67.76	-5.3%	71.58	-3.3%	74.00
State General Tax	2,297.04	-2.7%	2,360.24	1.7%	2,321.30	-2.8%	2,389.00
Total Tax	***13,542.00***	***-4.0%***	***14,110.00***	***-1.7%***	***$ 14,354.00***	-0.3%	***$ 14,402.00***





2023 – Annual Budget and Levy

Projected 2023 Tax Impact Examples

Parcel 3 - Lindstrom							
Estimated Market Value	362,100.00	8.8%	332,900.00	-1.0%	336,300	1.5%	331,400
Homestead Exclusion	-		-		-		-
Taxable Market Value	362,100.00	8.8%	332,900.00	-1.0%	336,300	1.5%	331,400
County	***3,580.66***	***-6.6%***	***3,834.58***	***-2.0%***	***3,912.47***	***1.3%***	***3,861.00***
School	1,631.82	-11.8%	1,850.22	-5.7%	1,962.49	-6.8%	2,105.00
City	2,789.28	-3.3%	2,885.57	-0.8%	2,908.87	2.5%	2,839.00
Other	43.96	-12.1%	50.01	-7.0%	53.79	-5.6%	57.00
State General Tax	1,442.28	-9.8%	1,599.62	-0.7%	1,610.38	-5.3%	1,701.00
Total Tax	***9,488.00***	***-7.2%***	***10,220.00***	***-2.2%***	***$ 10,448.00***	-1.1%	***$ 10,563.00***
Parcel 4 - Wyoming							
Estimated Market Value	600,600.00	25.4%	479,000.00	4.7%	457,700	12.7%	406,100
Homestead Exclusion	-		-		-		-
Taxable Market Value	600,600.00	25.4%	479,000.00	4.7%	457,700	12.7%	406,100
County	***6,055.22***	***8.4%***	***5,583.85***	***4.1%***	***5,361.62***	***13.6%***	***4,720.00***
School	3,271.02	13.1%	2,891.36	0.6%	2,873.98	12.5%	2,554.00
City	4,545.42	14.5%	3,970.06	8.7%	3,652.15	13.7%	3,213.00
Other	76.26	2.0%	74.75	-1.2%	75.65	6.5%	71.00
State General Tax	3,064.08	15.2%	2,659.98	7.1%	2,483.92	8.9%	2,281.00
Total Tax	***17,012.00***	***12.1%***	***15,180.00***	***5.1%***	***$ 14,447.32***	12.5%	***$ 12,839.00***





IV. Public Comment and Board Discussion

What Can I Do About My Tax Bill?

- Get the Correct Information *(staff available tonight)*
  - Verify accuracy of your taxing information
  - Understand the multiple variables at play

- Contact each Taxing Jurisdiction regarding its respective decisions and impacts on you

- Help Petition the State to seek Relief for Unfunded Mandates:
  - *Child Protection, Mental Health Services, Courts & Probation*

- Consider Applying for Property Tax Relief

- Please see 'Why Property Taxes Vary from Year to Year' Handout

Suggested Board Motion:

"Move to Approve by Board Resolution the Chisago County 2023 Final Levy & Annual Budget, as presented [or as modified] at tonight's meeting; to include:"

- ***A 2023 County Levy of $47,780,521***
- ***A 2023 County Expenditure of $82,316,204***

Chisago County Request for Board Action

Meeting Date: December 7, 2022	***Item Number:*** 14
Title of Item for Consideration: Out of State Travel Request – 2022 Annual Iowa County Engineer Association Conference, Des Moines, Iowa – Dec. 14-16, 2022	
Action Requested by: Joe Triplett, County Engineer	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: County Engineer Joe Triplett is requesting to attend the annual Iowa County Engineers Association (ICEA) conference, in Des Moines, Iowa. As president of the Minnesota County Engineer Association, County Engineer Triplett has been invited to attend and present. ICEA pays for the conference, meals, and hotel.

Attachment(s):

- Out of State Travel Request form
- Conference Schedule Agenda

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the out of state travel request for County Engineer Joe Triplett to attend the 2022 Iowa County Engineer Association annual conference in Des Moines, Iowa, December 14-16, 2022. The following motion is suggested:

"Move to approve the out of state travel request for County Engineer Joe Triplett to attend the 2022 Iowa County Engineer Association annual conference in Des Moines, Iowa, December 14-16, 2022."

Implications of Action: Approval will allow the Director to attend conference.

Budget/Financial Implications: None – ICEA pays for my attendance.

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

Administrator's Recommendation

Approve CLS	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay _____	Abstain _____

Chisago County Out-of-State Travel Request

Date Submitted	11/22/2022
Employee Name	Joe Triplett
Department	Public Works
Destination	Des Moines
Purpose of Travel	Iowa County Engineer Conference
Departure Date	12/14/2022
Return Date	12/16/2022
Total Travel Expenses	**$196.00**
Supervisor Name (PRINT)	Joe Triplett
Supervisor's Signature	
County Board Signature	

Date Approved	11/22/22
Date Approved	

Anticipated Expenses

Type of Expense	Description of Expense	Daily Expenses (Except Airfare)	# of Days	Total Expenses
Airfare				$0.00
Ground Transportation			1	$0.00
Conference/Registration Fees			1	$0.00
Lodging			1	$0.00
Meals			1	$0.00
Mileage		$196.00	1	$196.00
		Grand Total		$196.00

2022 ICEA ANNUAL CONFERENCE
DECEMBER 14-16, 2022
(Tentative, 11/9/2022)

Wednesday, December 14, 2022

7:30-10:30am	Exhibitor Setup
10:30 am	Registration, Exhibits Open for Viewing
11:00 am	AGC Social with Conference Attendees
12:00 pm	Opening Luncheon with AGC
1:00 pm	**Afternoon Session** *Presiding – Mark Nahra, Woodbury County* ICEA – Cathy Nicholas, President, Black Hawk County IHRB – Brian Moore, Iowa County Engineers Service Bureau FHWA – Mark Johnson, Deputy Division Administrator ISRMSA – Jerad Syfert, President, Henry County ICEOO – Janet Payne, Vice President, Buchanan County APWA – Dave Carney, President, City of Sioux City
1:30 pm	ICEA Business Meeting
1:45 pm	FUNdamentals of Meaningful Leadership, Paul J. Long, Midwest Speakers Bureau
2:45 pm	Refreshment Break
3:15 pm	**Local Systems, Session A** *Presiding – Nicole Moore, Iowa DOT* RISE and Other Systems Planning Updates – Craig Markley, Iowa DOT Traffic and Safety Program and Funding Updates – Greg Karssen, Iowa DOT Local Systems Update – Niki Stinn, Local Systems Bureau, Iowa DOT
4:45-6:15 pm	Vendor Reception

Thursday, December 15, 2022

7:30 am	Continental Breakfast; Exhibits Open
7:30-8:45 am	Vendor Presentations
9:00 am to 11:15 am	Morning Concurrent Sessions
	Session A – Emerging Issues *Presiding – Michael Frietsch, Jasper County*
9:00 am	Railroad Coordination Efforts – Kristopher Klop, Iowa DOT and Amanda Martin, Iowa DOT Iowa DOT Rail Bureau

2:30-4:30 pm **Engineers Program**
Presiding – Michael Hackett, Madison County

Federal Discretionary Grant Activity Update in Iowa – Lee Bjerke, Winneshiek County
Responding to CDL Training Requirements Panel – William Bartelson, Iowa DOT; Mindy Tillotson, CDL Now; Drew Zane, Iowa DOT; and, Jason Fisher, Iowa DOT
ATV/UTV Implementation Follow Up – Lucas Beenken, ISAC
Public and Private Utilities in ROW – Deanne Popp, Iowa DOT

2:30-4:30 pm **Technicians Program**
Presiding – Dalton Marsh, Webster County

Federal-aid Construction Inspection and Project Close-out – Iowa DOT Local Systems Bureau Field Staff
Iowa DOT Local Systems Bureau and District Materials Technician Outreach Roundtables – Iowa DOT Local Systems Field Staff
Appia for Technicians Applications Discussion – Iowa DOT Local Systems Bureau Field Staff
AutoCAD User Group Products Update – Adam Clemons, Wright County

5:00 pm Reception & Cash Bar
Students arrive for Banquet

5:30 pm **Banquet and Evening Program**
Invocation – Thomas Parsons
Introduction of Past Presidents – Cathy Nicholas, Black Hawk County, ICEA President
Technician Awards
Introduction of Students and Scholarship Presentations:
Iowa State University
University of Iowa
Introduction of New County Engineers
ICEA Award Presentations

Friday, December 16, 2022

7:30 am Breakfast

8:15 am **General Session**
Presiding – Russell Weber, Dubuque County

8:15 am Ethics and Leadership, Mike Duffy, City of Cedar Rapids, IA

9:15 am **Local Systems, Session B**
Presiding – Nicole Moore, Iowa DOT
Motor Vehicle Division Collaboration and Permit Legislation Updates – Kelli Huser, Motor Vehicle Division, Iowa DOT and Alex Jansen, Motor Vehicle Division, Iowa DOT

9:45 am Break

10:00 am Federal-aid Refresher
Presiding – Nicole Moore, Iowa DOT
FHWA Welcome – Micah Loesch, FHWA – Iowa Division
STIP Programming for Federal-aid – Shelby Ebel, Iowa DOT
Stand-Alone Grants vs. Formula Funds – Sarah Okerlund, Local Systems Bureau, Iowa DOT
Project Development & Permitting, Funding Agreements – Sarah Okerlund, DeeAnn Newell, and Brennan Dolan, Iowa DOT

Chisago County Request for Board Action

Meeting Date: December 7, 2022	***Item Number:*** 15
Title of Item for Consideration: Resolution of Support for an Active Transportation Grant for the City of Lindstrom	
Action Requested by: Joe Triplett, Director	***Department:*** Public Works
Previous Action on this Matter: None.	

Background: The City of Lindstrom intends to improve a portion of the Swedish Immigrant Regional Trail along County Road 25 (Olinda Trail) between U.S. Highway 8 and Newell Avenue and has submitted a Letter of Intent (LOI) for funding through the Active Transportation Infrastructure program and intends to submit a full application for a grant and requests sponsorship from Chisago County for the project.

***Attachment(s)*:**

- Resolution

Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the resolution of support for an Active Transportation Grant for the City of Lindstrom. The following motion is suggested:

"Move to approve the resolution of support for an Active Transportation Grant for the City of Lindstrom."

Implications of Action: Approval will allow the City of Lindstrom to seek funding to construct a portion of the Swedish Immigrant Trail

Budget/Financial Implications: None.

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

Administrator's Recommendation

Approve CCS	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay _____	Abstain _____

RESOLUTION NO. 2022XXXX-XX

A RESOLUTION OF SUPPORT FOR AN ACTIVE TRANSPORTATION INFRASTRUCTURE GRANT

WHEREAS, the Minnesota Active Transportation Infrastructure Program provides grant funding for the construction of pedestrian and bicycle infrastructure projects, and

WHEREAS, the program, established by the Minnesota Legislature in 2017 (MN Statute 174.38) appropriates a total of $3.5 million for infrastructure projects across the state with a minimum of $50,000 and cap of $500,000 for each project, and

WHEREAS, funds are intended to be used to reimburse construction costs on Active Transportation eligible items, and that construction costs above the Active Transportation grant award will need to have alternate funding sources, and

WHEREAS, non-state aid cities, townships, and registered non-profits (501(c)(3)) must have a state aid city or county sponsor, and

WHEREAS, the City of Lindstrom intends to improve a portion of the Swedish Immigrant Regional Trail along U.S. Highway 8 between Olinda Trail (County Road 25) and Elm Street and along Elm Street between U.S. Highway 8 and Newell Avenue and has submitted a Letter of Intent (LOI) for funding through the Active Transportation Infrastructure program, and

WHEREAS, the City of Lindstrom intends to submit a full application for Active Transportation Infrastructure program and requests sponsorship from Chisago County for the project, and

WHEREAS, the City of Lindstrom understands that it will be responsible for all costs not covered by Active Transportation grant including but not limited to consultant engineering, right-of-way acquisition, construction administration and inspection, utility construction, as well as construction costs above the Active Transportation grant award, and

WHEREAS, the City of Lindstrom has agreed to maintain such improvements for the lifetime of the improvements.

NOW THEREFORE, BE IT RESOLVED BY THE CHISAGO COUNTY BOARD, MINNESOTA:

1. Chisago County agrees to act as project sponsor for the project should the City of Lindstrom be awarded Active Transportation funds, and that such sponsorship shall include the following responsibilities:
    a. Be the fiscal agent on behalf of the community and have funds flow from MnDOT to the city or county to the contractor.
    b. Request SAP/SP number for the project.
    c. Ensure the project meets milestones and dates.
    d. Assist the City of Lindstrom in execution of a grant agreement.
    e. Review, approve and sign the construction plans
    f. Assist the City of Lindstrom in submitting plans, engineers estimates, and proposal to the DSAE.
    g. Submit pay requests to State Aid
    h. Communicate progress and updates with the DSAEs and State Aid Programs Engineer

i. Ensure that the project receives adequate supervision and inspection
j. Assist with project close out.

Adopted by this council this _____ day of _____, 2022.

Motion by: _____, Seconded by:_____

Chisago County Request for Board Action

Meeting Date: November 16, 2022	***Item Number:*** 16
Title of Item for Consideration: FINAL Contract Payments for County Road (CP) Paving Project CP 013-079-022	
Action Requested by: Joe Triplett, P.E.	***Department:*** Chisago County Public Works
Previous Action on this Matter: Projects have been previously approved and awarded.	

Background: The final contract payment amount for the County Road (CP) Paving Project CP 013-079-022 is $18,767.84. The contract amount was $874,505.04 and the total work certified amount was $874,505.04.

Attachment(s):

- Final Contract Voucher – County Road (CP) Paving Project CP 013-079-022 (*available upon request*)

Action Requested/Recommended: The County Board is respectfully requested to approve the Final Contract Payment for County Road (CP) Paving Project CP 013-079-022. The following motion is suggested:

"Move to approve the County Road (CP) Paving Project CP 013-079-022 Final payment."

Implications of Action: Board approval at tonight's meeting will allow the Public Works department to complete the project.

Budget/Financial Implications: None.

Legal/Policy Implications: The proposed action is in general conformity with normal and routine application of state statutes, and county authority and county policies.

Administrator's Recommendation

Approve CS	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay _____	Abstain _____

Chisago County Request for Board Action

Meeting Date: December 7, 2022	***Item Number:*** 17
Title of Item for Consideration: Public Works Equipment Request – 2022 CIP – Survey Equipment	
Action Requested by: Joe Triplett, County Engineer	***Department:*** Public Works

Previous Action on this Matter: The approved 2022 Capital Improvement Plan identified up to $74,000 for purchase of a new Survey Equipment for Public Works.

Background: Staff solicited competitive quotes for the purchase of a new survey equipment. Pursuant to Chisago County Purchasing Policy, the purchase of the $76,731.74 survey equipment is presented for approval.

The proposal is presented at a cost of $76,731.74. The 2022 CIP allocated $74,000 from the approved 2022 Capital Improvement Plan.

***Attachment(s)*:**

- Equipment Expenditure Request

Action Requested/Recommended: It is respectfully requested that the Chisago County Board affirmatively consider the purchase of new survey equipment. The suggested motion to approve this action is as follows:

"Move to approve the purchase of a new survey equipment for Public Works."

Implications of Action: Recommended Board action results in a new purchase for the Public Works Department.

Budget/Financial Implications The proposal is presented at a cost of $76,731.74. The 2022 CIP allocated $74,000 from the approved 2022 Capital Improvement Plan. The additional $2,731 will come from the HWY Survey Fund.

Legal/Policy Implications: The proposal was solicited and obtained in accordance the Chisago County Purchasing Policy.

Administrator's Recommendation

Approve ___	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay _____	Abstain _____

CHISAGO COUNTY
Equipment Expenditure Request
for Fixed Asset Purchases

for assets $3,000 or more

revised 01/2022

APPROVAL IS REQUIRED PRIOR TO PURCHASE

orders are not to be split to avoid policy limits

Date 12/1/2022

Asset Description - Survey Equipment

Estimated Cost - $76,731.74

Was this item budgeted for this year's department budget? Yes _____ No X

If yes, what budget? _____

If no, please explain Capital Improvement Program funds - PWKS 0227

AND source of funds $74k in CIP; balance from 03-320-6501

Department and/or location of equipment - Public Works - Center City

Is this a replacement? If yes, explain - _____

Reference asset tag number and/or description of item you are replacing

This request has been reviewed by the Department Head, and if applicable, County Administrator for consistency, uniformity, policy compliance and budget planning. Including information on total cost such as tax, interest and rental costs.

SIGNATURES REQUIRED

Requestor - _____ DATE 12/1/22

Department Head - _____ DATE 12/1/22

Required if purchase is $3,000 - $25,000

County Administrator - _____ DATE

Required if purchase is > $25,000

Board Approved - YES _____ NO _____

MTG DATE DATE TO BE APPROVED

Complete asset detail below once items are delivered - forward to Auditor's office WITH invoice that is to be paid

Serial Number _____ Capital Asset Tag # _____

Year/Make/Model _____

Serial Number _____ Capital Asset Tag # _____

Year/Make/Model _____

Serial Number _____ Capital Asset Tag # _____

Year/Make/Model _____

When making a software and/or computer affiliated purchase MICS approval and ordering is required

MICS OFFICE USE

Purchase Order: _____ Approved: _____

Vendor: _____ Date: _____

Inventory Y or N: _____

AUDITOR'S OFFICE USE

Vendor Paid - _____ Warrant Number - _____

G/L Account - _____ Date Paid - _____

Amount - _____

Chisago County Request For Board Action

Meeting Date: December 7, 2022	***Item Number:*** 18
Title of Item for Consideration: Renewal of Commercial Lease Agreement with Arrowhead Transit (AEOA)	
Action Requested by: Chase Burnham, County Administrator	***Department:*** Administration

Previous Action on this Matter: The history of the 'Heartland Express Building' in North Branch;

- On February 4th, 2015, the Chisago County Board of Commissioners authorized an offer to purchase the previous Lakes EMS building and property located at 39840 Grand Ave., North Branch, MN 55056 for a purchase price of $340,000 (in closed session);
- On February 19th, 2015, the Heartland Transit Joint Powers Board approved the relocation of Chisago County Heartland Transit buses and drivers, and potentially other Heartland operations, to 39840 Grand Ave., North Branch, and agreed, in concept to a lease of such facility from Chisago County, to be added to the Heartland Transit Budget and apportioned accordingly among Chisago County and Isanti County interests.
- Beginning January 1st, 2017, the County leased the Building to Isanti County for the continued operation of Heartland Express.
- On August 19th, 2020, the Chisago County Board of Commissioners (following Isanti County's direction) dissolved Heartland Express as the rural transit provider for Chisago County.
- On January 5th, 2021, Chisago County all of Heartland Express' assets to Arrowhead Transit (AEOA) including the current lease with Isanti County for the Heartland Express North Branch facility.
- Chisago County and Arrowhead Transit entered into a Commercial Lease Agreement on March 3rd, 2022.

Background: Due to the dissolution of Heartland Express, Chisago (and Isanti) with the direction and administration of MnDot, a new rural public transit system was sought and bid for. After the bidding process, MnDot selected Arrowhead Transit (AEOA) to provide the service to Chisago County.

As part of the bidding process through MnDot, both Isanti and Chisago were required to transfer all assets to Arrowhead Transit. Chisago County formally transferred the assets on January 5th, 2021. In addition to the transfer of assets, the current lease between Isanti and Chisago for usage of the North Branch Heartland Express Building, 39840 Grand Ave., North Branch MN 55056, was to be transferred to Arrowhead Transit if Arrowhead determined the facility met their needs.

Arrowhead Transit currently uses the North Branch facility for providing transit services to Chisago County. The County will receive a total of **$65,926.43** or a monthly lease payment of **$5,493.87** (or $676.79 more per month in 2023, from Arrowhead Transit.

***Attachment(s)*:**

- Commercial Lease Agreement

Action Requested /Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the renewed Commercial Lease agreement with Arrowhead Transit (AEOA) for the Heartland Express North Branch facility beginning January 1st, 2023. The following motion is suggested:

"Move to approve the Commercial Lease agreement with Arrowhead Transit (AEOA) for the Heartland Express North Branch facility (beginning January 1st, 2023."

Implications of Action: By approving the lease agreement, Chisago County will maintain compliance with MnDOT for rural transit services.

***Budget/Financial Implications*:** The County will receive a monthly lease payment of **$5,493.87** from Arrowhead Transit for use of the facility to provide Chisago County with transit services.

***Legal/Policy Implications*:** The proposed activities appear to be in conformity with applicable state statutes and County authority and policies. The County Attorney has approved the agreement as to form.

Administrator's Recommendation

Approve DBS	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay _____	Abstain _____

Chisago County Request For Board Action

Meeting Date: December 7, 2022	***Item Number:*** 19
Title of Item for Consideration: Douglas Johnson "DJ's Dream" Final Plat & Rezoning	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services and Zoning on behalf of the Chisago County Planning Commission.

Previous Action on this Matter: On January 19, 2022, the County Board approved DJ's Dream Preliminary Plat per Resolution No. 22/0119-2 and that same resolution offered preliminary approval of the Rezoning, with final approval of the Rezoning contingent on approval of the Final Plat.

Background: Douglas Johnson is requesting Final Plat approval of "DJ's Dream" and the rezoning of resulting Lot 1, Block 1, DJ's Dream from Rural Residential (RR1) to Agricultural (AG). The subject property is 14 acres in size; proposed to be split into two lots with one existing home and outbuildings; and is generally located at 1499 505th Street, Nessel Township, (PID #06.00500.00).

The proposed Final Plat of DJ's Dream has been reviewed by staff and deemed consistent with the January 19, 2022, Preliminary Plat conditions of approval. A County Board resolution of approval for the Final Plat along with a draft ordinance Rezoning of the r3esulting Lot 1, Block 1, DJ's Dream to Agricultural (AG) is presented for Board consideration. The ordinance includes a summary publication clause for efficiency purposes. Two separate motions consistent with this recommended action are presented for consideration.

Attachments:

- Draft Resolution of Final Plat Approval #22/1207-___
- Draft Ordinance No. ____ Approving the Rezoning of Lot 1, Block 1 DJ's Dream
- Final Plat DJ's Dream (full copy available at the meeting)

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the approval of DJ's Dream Final Plat and the Rezoning of Lot 1, Block 1, DJ's Dream. The following are the suggested motions of approval for these two actions:

Motion #1

"Move to approve Resolution 22/1207-___, A Resolution of the County Board of Commissioners of Chisago County, Minnesota, Approving the Douglas Johnson DJ's Dream Final Plat at 1499 505th Street, Nessel Township, (PID #06.00500.00)."

and

Motion #2

"Move to Enact Ordinance No. ___, An Ordinance of the County Board of Commissioners of Chisago County, Minnesota, Approving the Rezoning of Lot 1, Block 1 DJ's Dream from Rural Residential I (RR1) District to Agricultural (AG) District and authorizing summary publication"

Implications of Action – Recommended Board action grants the requested Final Plat and Rezoning.

Budget/Financial Implications: None.

Legal/Policy Implications: The recommended Board consideration and action(s) are in conformity with

generally accepted practices, procedures and interpretations of applicable state statutes and County ordinances 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: December 7, 2022	***Item Number:*** 20
Title of Item for Consideration: Updated Wetland Conservation Act Administration and Delegation Resolutions	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services and Zoning

Previous Action on this Matter: In April 1992, Chisago County adopted the interim Wetland Program via resolution 92-21 accepting Wetland Conservation Act (WCA) administration. The County passed Resolution 940104-1 formally accepting responsibility as Local Government unit (LGU) "within the legal boundaries of Chisago County as of January 4, 1994". In 2012, the Board of Commissioners delegated decision-making authority of the WCA "to the Wetland Specialist, Department of Environmental Services/Zoning or their designee" via resolution 12/0321-1.

The Chisago County Wetland Specialist acts administratively as the WCA LGU for the County, except for the City of Wyoming. The cities of Taylors Falls, Stacy, Shafer, North Branch, Rush City, Harris, Center City and Lindstrom are communities in which the County acts as the WCA LGU. These municipalities could maintain their own jurisdiction for WCA decisions, but the County has been administering the WCA within their boundaries for an extended time.

Background: The Minnesota Board of Water and Soil Resources (BWSR) completed administrative review of Chisago County WCA programming in May 2022. Within the administrative review it is recommended that updated delegation agreement(s) be executed by the end of 2022 with each municipality in which the County currently administers the WCA.

Pursuant to BWSR recommendation, staff sought and has now collected corresponding updated city specific WCA delegation agreement resolutions with the following communities (attached):

Center City	Resolution 2022-06-07B
Chisago City	Resolution #22-06-03RES
Harris	Resolution No. 2022-13
Lindstrom	Resolution No. 20220616-01
North Branch	Resolution No. 037-22-CC
Rush City	Resolution No. 2022-10
Shafer	Resolution No. 2022-6-4
Stacy	Resolution No. 2022-6-2
Taylors Falls	Resolution No. 22-06-01

Two County Board of Commissioners Resolutions are attached and presented for consideration in satisfaction of the BWSR WCA programming request:

1. Resolution 22/12/07-____ updating acknowledgement of Chisago County acceptance of the authority and administrative responsibility to implement the Wetland Conservation Act of 1991 as the designated LGU for all lands within the unincorporated lands of the county and within the corporate boundaries of the above identified cities.

2. Resolution 22/12/07-____ updating the Board of Commissioners delegated decision-making authority of the WCA to the Director of Environmental Services or their designee, i.e. the Wetland Specialist.

Attachments:

- Resolution of WCA Administration Authority and Delegation Acceptance *w/ accompanying City Resolutions attached (available with Clerk of the Board)*
- Resolution of WCA Administration and Decision-Making Authority

Action Requested/Recommended It is respectfully requested that the Board affirmatively consider the approval of the two Wetland Conservation Act Administration Resolutions as presented. The recommended motions are presented as follows:

1. ***"Move to Approve Resolution No. 22/1207____ , a Resolution of the County Board of Commissioners of Chisago County, Minnesota, updating acknowledgement of Chisago County acceptance of the authority and administrative responsibility to implement the Wetland Conservation Act of 1991 as the designated LGU for all lands within the unincorporated lands of the county and within the corporate boundaries of Center City, Chisago City, Harris, Lindstrom, North Branch, Rush City, Shafer, Stacy, and Taylors Falls"***

AND

2. ***"Move to Approve Resolution No. 22/1207____ , a Resolution of the County Board of Commissioners of Chisago County, Minnesota, updating the Board of Commissioners delegated decision-making authority of the Wetland Conservation Act of 1991 to the Director of Environmental Services or their designee"***

Implications of Action – Recommended Board action affirms WCA LGU administration status and delegation agreement acceptance from numerous listed cities and affirms the WCA decision making authority with the Department of Environmental Services.

Budget/Financial Implications: No direct budget implications. The county does receive a annual $27,700 WCA grant form the State of MN in support of these activities. The grant requires a 100% county match and is directed towards wetlands administration staffing support costs.

Legal/Policy Implications: No change from current policy is proposed.

Administrator's Recommendation

Approve CDS	Deny _____	Other _____
Motion By:	Seconded by:	
To:		
Action on Motion:	Aye _____	Nay _____	Abstain _____

CHISAGO COUNTY
STATE OF MINNESOTA

ORDINANCE NO. _____

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE REZONING OF LOT 1, BLOCK 1, DJ'S DREAM FROM RURAL RESIDENTIAL I (RRI) DISTRICT TO AGRICULTURAL (AG) DISTRICT

Section 1. That Douglas Johnson, on behalf of property owners Raymond Johnson & Heide Johnson, Elden Johnson & Lynn Johnson, Steven Johnson & Bridget Johnson, Douglas Johnson, and Merrilee Johnson, submitted an application dated received December 1, 2021 and considered complete on December 6, 2021 for the Preliminary Plat of DJ's Dream and the Rezoning of proposed Lot 1, Block 1, DJ's Dream from Rural Residential I (RRI) District to Agricultural (AG) District.

Section 2. That the site proposed for Rezoning is located at 1499 505th Street in Nessel Township.

Section 3. That the site proposed for Rezoning is 5.00± acres in size and legally described as:

Lot 1, Block 1, DJ's Dream

Section 4. That notice was provided and on January 6, 2022 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the applicant and/or property owners, and invited members of the public to comment.

Section 5. That the Planning Commission recommended approval of the Rezoning per Resolution No. PC2022-0102.

Section 6. That the Board of Commissioners considered the request and the Planning Commission's recommendation at its January 19, 2022 meeting and found that the Rezoning will allow for the development of one new single family residence and related accessory structures, and that development of one new residence will not have an excessive impact on existing facilities or utilities; that the Rezoning will not cause undue negative impacts to the subject property or neighboring properties or deter future development; that the Rezoning itself will have no impact on traffic; that the Rezoning meets the intent of the land use goals identified in Chapter 9 of the Comprehensive Plan by preserving the County's rural character and supporting compatible agricultural and rural residential development in the County; and, that the Rezoning of Rural Residential I (RRI) District to Agricultural (AG) District meets the intent and purposes of the Zoning Ordinance in that the proposed use (single family residence and accessory structures) meets the intent of the AG District and is compatible with the adjacent RRI District.

Section 7. That the Board of Commissioners offered preliminary approval of the Rezoning at its January 19, 2022 meeting per Resolution No. 22/0119-2, contingent on approval of the Final Plat of DJ's Dream.

Section 8. That the Board of Commissioners approved the Final Plat of DJ's Dream at its December 7, 2022 meeting.

Section 9. That the Board of Commissioners of Chisago County, Minnesota hereby approves the Rezoning of Lot 1, Block 1, DJ's Dream from Rural Residential I (RRI) District to Agricultural (AG) District and ordains that the County's official Zoning Map be amended accordingly.

Section 10. Summary Publication. Due to the length of this ordinance and the associated cost of publication, per MN Statute 375.51, the Board of Commissioners hereby authorizes the publication of a summary ordinance as follows:

"AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE REZONING OF LOT 1, BLOCK 1, DJ'S DREAM FROM RURAL RESIDENTIAL I (RRI) DISTRICT TO AGRICULTURAL (AG) DISTRICT. It is the intent and effect of this ordinance to Rezone one 5.00-acre parcel located at 1499 505th Street, Nessel Township from Rural Residential I (RRI) District to Agricultural (AG) District."

A printed copy of the complete ordinance is available for public inspection by any person during regular office hours at the Chisago County Government Center or by standard or electronic mail.

Section 11. That this ordinance shall become effective upon its passage and publication.

Passed and approved this 7th day of December, 2022, by the Chisago County Board of Commissioners.

_____
Richard Greene
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Published in the _____ this _____ day of _____, 20_____.

Drafted by:
Chisago County Department of Environmental Services
313 N. Main Street, Suite 240
Center City, MN 55012

Chisago County Request For Board Action

Meeting Date: December 7, 2022	***Item Number:*** 21
Title of Item for Consideration: 2023-24 Professional Technical Services Contract with the Chisago Soil and Water Conservation District (SWCD)	
Action Requested by: Kurt Schneider, Director	***Department:*** Environmental Services/Zoning on behalf of the Chisago Lakes Lake Improvement District
Previous Action on this Matter: Chisago County has approved biannual Professional Technical Services contracts with Chisago Soil and Water Conservation District since 2011.	

Background: At the request of the Chisago Lakes Lake Improvement District (LID), County Board consideration of the proposed 2023-24 Professional Technical Services Contract in the amount of $79,000 is respectfully requested. If approved, five work tasks will be performed for the LID by the Chisago SWCD:

- Complete an assessment of water quality monitoring completed by LID or SWCD staff or local volunteers during the summer of 2023.
- Coordinate implementation of Best Management Practices projects identified in stormwater retrofit assessments completed within the Chisago Lakes Chain of Lakes Watershed.
- Provide general maintenance of stormwater Best Management Practices that have been installed throughout the Chisago Lakes Chain of Lakes Watershed.
- Provide technical assistance and educational information to interested landowners and local government units to implement urban and shoreland best management practices within the LID.
- Implement a landowner cost share program for installation of urban, rural and shoreland best management practices within the LID

Attachment(s):

- 2023-24 Professional Technical Services Contract

Action Requested/Recommended: The LID Board respectfully requests that the Board of Commissioners affirmatively consider approval of the 2023-24 Professional Technical Services Contract. The suggested motion to approve this action is as follows:

"Move to Approve the 2023-24 Professional Technical Services Contract with the Chisago Soil and Water Conservation District."

Implications of Action: Affirmative action by the Board of Commissioners will allow the contract to be put in place.

Budget/Financial Implications: The work tasks in the 2023-24 Contract are included in the proposed 2023 LID budget and were approved by the LID Board at their November 7 meeting. The total 2023-24 contract amount is $79,000.

Legal/Policy Implications: The proposed activity is 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 _____

COPY.

December 2022
Chisago County Board Dates

Wednesday, December 7th

Chisago County Board of Commissioners Meeting

6:30 pm Chisago County Boardroom

2022 Truth in Taxation Hearing

7:00 pm Chisago County Boardroom

Wednesday, November 14th

Budget and Finance Committee Meeting

3:00 pm Chisago County Boardroom

Wednesday, November 21st

Chisago County Board of Commissioners Meeting

6:30 pm Chisago County Boardroom

Tuesday, December 20th

Chisago County HRA-EDA

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

Lakes and Pines Board Meetings
2023

January 23:	10am Full Board; Tentative Finance Committee
February 27:	10am Executive Committee
March 20:	10am Full Board
April 17:	10am Executive Committee
May 15:	10am Full Board (Luncheon to follow)
June 26:	10am Executive Committee; Nomination & Personnel Committees
July 17:	10am Full Board
August 21:	10am Executive Committee; Tentative Personnel Committee
September 18:	10am Full Board
October 2:	4:30pm Annual Board Meeting (Full Board)
October 16:	10am Executive Committee if needed
November 20:	10am Full Board
December 18:	10am Executive Committee

January

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						