



COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

Commissioners:
District 1
Jim Swenson
District 2
Richard Greene
District 3
Marlys Dunne
District 4
Ben Montzka
District 5
Dan Dahlberg

REGULAR MEETING – Wednesday, October 4, 2023 County Board Room, Suite 160A

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

Health & Human Services Committee of the Whole:

Topics for Discussion:

1.) Directors Update TAB 1

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

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

3.) Home and Community-Based Waiver Services Contract with Thomas Allen, Inc. TAB 3

4.) AXON Enterprise Payment Invoice TAB 4

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 – Home and Community-Based Waiver Services TAB 3
- 4.) HHS Committee Recommendation – AXON Enterprise Payment Invoice TAB 4
- 5.) Payment of County's Warrants and Miscellaneous Bills TAB 5
- 6.) Minutes from the September 20, 2023 Regular Meeting TAB 6
- 7.) Amend Minutes from September 6, 2023 Regular Meeting TAB 7
- 8.) Recognition of County Staff October Anniversaries TAB 8
- 9.) Credit Card and Increase in Limits for Auditor – Treasurer's Office TAB 9
- 10.) Application for Exempt Permit – NWTF – Long Spurs of Sunrise River TAB 10

Other County Business:

- 11.) Amendment Number 1 to Mndot Contract 1047702 – US Highway 8 TAB 11
- 12.) Repair(s) of Concrete at Multiple County Facilities TAB 12
- 13.) Honoring the Lives and Legacies of former Commissioners Loren Jennings and Jim Thorn TAB 13
- 14.) County Board Proclamation of Manufacturer's Month TAB 14

Discussion Items:

- Administrator Updates
- Correspondence CORR.
- Commissioner Committee Reports

Adjourn Meeting of the Board of Commissioners

Upcoming Schedule

- Budget and Finance, Wednesday, October 11th at 3:00 p.m.
- AMC District 5 Meeting, Monday, October 16th at 8:00 a.m.
 - Stearns County West Service Center, 3301 County Road, Waite Park MN
- Chisago County Board of Commissioners, Wednesday, October 18th at 6:30 p.m.

Future Schedule

- AMC Annual Conference, Monday, December 4-6
 - Hyatt Regency Minneapolis, 1300 Nicollet Mall, Minneapolis MN 55403



Chisago County Board of Commissioners
October 4, 2023
Board Meeting Agenda



CHISAGO COUNTY HEALTH & HUMAN SERVICES

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

TAB 1

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

Memo To: Chisago County Commissioners

From: Robert Benson, Health and Human Services Director

RE: Report of the Health and Human Services Department

Date: September 26, 2023

I. Department Updates/Highlights:

Minnesota has continued to push back recertification dates for individuals to recertify for Medical Assistance. The federal government is now requiring that Minnesota reinstate coverage for a large subset of Medicaid enrollees, and individuals that were required to recertify in October will now remain eligible through the end of the year. These changes have the potential to create significant backlogs in the future for our staff, particularly if catch up provisions are implemented. Currently we are managing, however, we are seeing significant frustration among staff due to the frequent, last minute policy changes that are out of their control. Staff are processing changes, only to be notified that things have changed again. Our staff are doing a great job overall on managing the workload; overtime has been minimal, and our staffing capacity remains strong.

Work continues on the METS paperless solution for HHS Income Maintenance. We are in the final stages of development, and Databank will use the first part of October to complete the development/configuration and to identify any issues through internal testing. Staff testing of the new solution is scheduled for October 20th—24th. If that goes well, we expect completion and full implementation for late November or early December. This is very exciting for the METS staff, and we thank the Board Members and Enterprise Solutions staff for their support. This will create significant efficiencies in our METS workflow processes.

The State Task Force for Priority Admissions, otherwise known as the 48-Hour Rule Committee, has continued their discussions. Individual Committee members were asked to complete a three-question questionnaire by Department of Human Services Commissioner, Jodi Harpstead. The members of the committee from Association of Minnesota Counties (AMC), Minnesota Association of County Social Service Administrators (MACSSA), Minnesota County Attorney's Association (MCAA), and Minnesota Sheriffs' Association worked together to provide one unified response to the questions, feeling that a unified response would be more impactful. (Attachment)

What recommendations the task force will make back to the Legislature is not yet clear, but the overwhelming response is, and should be, that this is an issue that the state needs to address. Attempting to prioritize one group over another to access services is not the answer. Creating necessary services is required. Passing costs on to counties is not the answer. The state must develop a strategic vision for hospital bed capacity in Minnesota.

Health and Human Services will be hosting the annual Chisago County Operation Community Connect (OCC) October 19th at the North Branch High School. The event will be held from 11:30—2:00pm and is free to county residents. A hot lunch will be provided. There are currently 35 area resource vendors signed up to participate. Additionally, there will be free haircuts, discounted shoes provided by the “Shoe Bus,” prize give aways, and access to gently used coats, gloves, and hats. (List of vendors attached)

We have begun using the new supervised child visitation room here in the courthouse building. The forensic interview room and control room are being set up and we are working with Axon for all of our audio and visual recording equipment, as well as secure storage and sharing of that information. Axon is the current provider of services for the Sheriffs’ Office body cameras. Utilizing Axon will allow us to store and share our interviews with law enforcement and the County Attorney easily and securely. The Board has approved \$40,000 in the 2023 CIP budget for this expense. A contract with Axon would run for 5 years, 2024—2028 at a total cost of \$68,561. We will be able to receive reimbursement through state and federal participation rates on this contract. That reimbursement would be around 46%.

II. Financial Notes:

We were notified this week that DHS has overpaid us, through an error on their part, on our Mental Health Community Support Program allocation, in the amount of \$201,460. We will be required to pay this amount back to the state. This should not impact our overall budget for 2023 because we were not expecting this much. However, the overpayment has been reflected on our books for the last few months so it will be noticeable when we repay it.

III. Staffing Updates:

We have hired a new Case Aide in Children’s Services and a new Disease Prevention and Control Coordinator in Public Health.

We have just completed the second round of interviews for our Community Outreach Social Worker in Behavioral Health. Sheriff’s Office did participate.

We are continuing our search for a Child Welfare Social Worker and currently conducting interviews for the Community Health Worker(s) in Public Health.

IV. Review Requests for Board Action:

Chisago County OCC Participants as of September 26, 2023

A Place for You	Second Harvest Heartland
Baby Blankets and Beyond	Therapeutic Services Agency, Inc.
Blue Cross Blue Shield	Viking Vittles
Central MN Council on Aging	Together for Good
Chair Massages	M Health Fairview
Child Care Aware MN	Ruby's Pantry
Child Care Licensing, Chisago County	St. Croix River Education District
Chisago Age Well Coalition	
Chisago County Health and Human Services	
Chisago County Household Hazardous Waste	
Chisago County Local Advisory Council	
Chisago County PH, Child and Teen Checkups	
Chisago County Sheriff's Office	
Chisago County WIC Program	
Chisago Lakes Community Education	
East Central Crisis Services/Canvas Health	
East Central Energy	
East Central Regional Library	
Family Pathways	
Health Partners	
Lakes and Pines Head Start	
Lakes and Pines CAC	
Lakes Center for Youth and Families	
Medica	
North Branch Police Department	
Recovering Hope Treatment Center	
Rise Inc.	



Association of
Minnesota Counties



MACSSA
Minnesota Association of County
Social Service Administrators

To: Task Force on Priority Admissions Co-Chairs, Commissioner Jodi Harpstead and Attorney General Keith Ellison

From: Association of Minnesota Counties: Tarryl Clark, Stearns County Commissioner

Minnesota Association of County Social Service Administrators: Angela Youngerberg, Blue Earth County Human Services Director of Business Operations

Minnesota County Attorney's Association: Kevin Magnuson, Washington County Attorney

Minnesota Sheriffs' Association: Bryan Welk, Cass County Sheriff

Re: Response to Task Force Questionnaire

Date: September 8, 2023

Thank you for the opportunity to engage in the important process of assessing the current impact of the priority admissions statute, brainstorming policy and funding recommendations to improve the overall system, and most importantly, recommending options to improve the health and wellness of those subject to the statute and those whose job it is to enforce and deliver services under the statute.

We are unified in our response because, as a group, we believe the guiding principle in this conversation is ensuring solutions that address all levels of needs and services, including assisting with the challenges hospitals, jails, state agencies, and local governments are facing.

Fundamentally, the responsibility for priority admissions is grounded in a judicial order conferring jurisdiction on the State of Minnesota. Necessarily, state responsibility, leadership, and support for these issues is critical. Key to addressing the shortcomings of past policies and funding priorities for this system is capacity—we have more individuals with a variety of needs than current space and services allow which makes it difficult to ensure everyone is handled with the due care and timeliness required and deserved. It is of the utmost importance to embrace a state and regional approach utilizing partnerships between public agencies and between public and private entities. The centrality of resource and expertise sharing within this area must be remembered as we dissect the abilities of state-operated services, local step-down options, and safe movement between hospitals, and jails while managing the constitutional and humane treatment of some of our state's most vulnerable individuals.

As requested, please find below the collective answers of us, our associations, as well as outreach and input by our judicial partners to the three questions posed:

1) From your perspective, what has been the impact of the priority admissions required under Minnesota Statutes, section 253B.10, subdivision 1, paragraph (b), on the mental health system statewide, including on community hospitals?

The Positive Impacts of the Priority Admissions Statute

- The goal of addressing the fact that people are languishing in jails, often without treatment, was brought to the forefront.
- The statute has been the only mechanism to keep the Department of Human Services (DHS) responsive and accountable to those who need service and avoid prolonged holding periods in jails before being transferred to an appropriate facility.
- It has afforded individuals who have little other recourse critical access to judicial mechanisms to protect their civil rights and obtain appropriate treatment.
- The statute is a significant process for identifying individuals who need mental health care and for connecting them with appropriate resources. Data shows us that the number of people meeting the criteria set forth in the statute has significantly increased each year since 2013, demonstrating the continuing relevance and importance of the court assessment and commitment process in identifying individuals that need mental health and treatment resources.
- The concept behind priority admissions has also highlighted the problem of excessive delay for individuals waiting in hospitals for the appropriate level of care.

The Negative Impacts/Areas of Needed Improvement for the Priority Admissions Statute

- The current strains on the system and past policy choices have undermined the value and trust placed in DHS determinations by local authorities including many district court Judges, who make legal findings related to the needed standard of care which then may not be followed by DHS.
- Capacity issues at state facilities have not allowed a true 48-hour transfer to a state facility as the language intended. Oftentimes, people wait weeks or months to be transferred to a state hospital bed from jail.
- Jail has become the front door access to state mental health services and has perpetuated the misconception that an individual is at less mental health and medical risk because they are in a jail setting while waiting for placement in a state facility.
- The challenge with the priority admission statute is there is no one entity with oversight and support of the individual, which leads to an incomplete assessment of needs and service delivery. Social services, jails, and hospitals see these individuals at various periods, but a full picture of the needs is not clear. According to the statute, DHS is the primary care giver and should be responsible for managing comprehensive care plans.
- Emergency departments (EDs), which served as medical clearance and triage locations for access to state hospital beds, have become inundated with individuals needing care. Many smaller or more rural emergency departments simply don't have the ability to treat or board this population at all. Hospitals continue to admit individuals they can appropriately serve, but those with security concerns of acute/commitment needs are often now boarded in EDs for weeks or months while waiting for access to a more appropriate hospital bed in the state system. The long boarding in EDs of acute or dangerous mentally ill individuals is not set up

for treatment and often leads to actions by individuals awaiting care that result in additional interactions with law enforcement, criminal charges, or placement in jail.

- Anoka Metro Regional Treatment Center (AMRTC) has the purpose of being the highest level of hospitalization for the treatment of mental illness. However, due to bed shortages and capacity issues at the state's Forensic Mental Health Hospital Program (FMHP) which serve individuals who are mentally ill and dangerous, the overflow of people who had historically been served at FMHP are now being treated/held at AMRTC while awaiting an opening at FMHP. At times, the state has reported the percentage of individuals at AMRTC who are awaiting placement at FMHP to take up 75% of the bed space at AMRTC. Both hospital programs serve individuals coming from jails, and people are not being appropriately placed due to capacity concerns at FMHP.

2) What are your policy and funding recommendations for improvements or alternatives to the current priority admissions requirement? Recommendations must ensure that state-operated treatment programs have medical discretion to admit individuals with the highest acuity and who may pose a risk to self or others, regardless of referral path?

- The solution is not selecting a particular priority group for access to care. We should develop systemic capacity to ensure everyone has access to care when they need it.
 - Every entity that provides services deserves safeguards to address admission criteria. While DHS values medical discretion for admission to state operated services, counties and hospitals have equally valid safety and capacity concerns. We must make recommendations that address all needs. The strains on capacity have severely limited the positive impact of the priority admissions statute and enhanced the negative collateral effects of the statute.
 - No solution should reduce the admission time and rate of one priority group over another.
- We must have a strategic vision for hospital bed capacity in Minnesota and begin working towards that vision on a well-documented, and fully funded, plan. There are clearly not enough hospital beds to treat the number of people with mental illness in our state.
- Adequate funding and workforce are needed to support development of community, AMRTC capacity, and forensic capacity, so that we prevent people from needing institutional care/ or corrections involvement. The necessity of swift and timely transitions to appropriate levels of care (both increased and decreased levels) must be planned for in all systemic changes.
- Any new admissions policy must recognize the necessity for due process on behalf of the individual and should encompass a mechanism for individuals to seek judicial relief to disputes in an appropriate manner.
- Recommendations regarding medical discretion and admission should not assume that people in jails are "in a safe environment" or "able to access treatment" and therefore be deprioritized from state hospital admissions. Jail environments are not equipped to offer levels of treatment safely or appropriately to individuals.
- Charging counties for "Does Not Meet Criteria" days is rooted in accountability and action. However, the current statute defining this method does not also place appropriate accountability or action on the state to create bed capacity within their own programs, for

- those who are awaiting another state bed. Counties and communities are completely unable to improve this situation. This policy needs to apply to the same criteria to the state, or it should be dismissed altogether.
- The state needs to adequately fund FMHP to increase bed capacity, as AMRTC has now become a pseudo-forensic hospital. People are beginning to be discharged from FMHP earlier than they would have been historically, and thus they are now less stable when discharged. There is community concern that this may result in people needing to return to FMHP for continued care which will further exacerbate the capacity crisis.
 - The state, as the responsible party, should cover per diem expenses for individuals awaiting placement in the State Operated Treatment Facilities.

3) What are your recommended options for providing treatment to individuals referred according to the priority admissions required under Minnesota Statutes, section 253B.1, subdivision 1, paragraph (b), and other individuals in the community who require treatment at state-operated treatment programs?

- The solution is to build capacity across the continuum of care including building additional facilities to address treatment needs and providing incentives to ensure there are staff to meet the increased needs.
- Any community-based planning should occur through enhanced funding and support of the regional Adult Mental Health Initiative structures which are already successfully functioning across the entire state. Expertise and funding are two essential components to add that would begin to strengthen the community treatment capacity for this need.
- County and local authorities cannot duplicate state resources in mental health treatment. Partnerships should be formed that recognize mental health treatment should not be expected to begin and end at a single facility and partnership is more than responsive communication; rather it is shared responsibility. Community providers are not able to independently take on the risk and liability needed with this population. The state has successfully operated two IRTS at a higher level of security and should expand to offer additional sites across Minnesota.
- Capacity concerns must be addressed at every stage of the continuum of care, from the highest level of hospital capacity to community-based care.
- The Secure IRTS RFP issued by DHS received no respondents. An analysis as to why this was the result should be made, and adjustments to the Secure IRTS concept then should be made. This would allow for a greater period of stabilization for individuals who are returning to the community, which is what is often needed for community providers to accept individuals into their homes/programs.
- Community hospitals should be financially incentivized to have mental health beds or provide psychiatric treatment in the emergency department. Hospital contract beds may be a short-term fix for this while a longer-term model is sought.
- Outside of a secure IRTS-type option, the highest level of care in a community is really a crisis stabilization bed. We should not look to make Family Adult Foster Care homes a solution to a bed capacity concern. AFC's are designed to assist with the daily cares of disabled individuals and be in and amongst the general population. It may be shortsighted to assume this is an

effective solution for the highly complex needs of this population. These Corporate Adult Foster Care homes may be a solution for some individuals, not all, but policy barriers must be addressed to make this a housing and treatment reality.

Underlying our policy and funding recommendations is the principle that increased capacity and cooperation are foundational to any solution to the priority placement crises facing jails and hospitals. The solution must be comprehensive, shortening the time and increasing the rate of admission to appropriate secure treatment facilities for both populations.

Thank you for the opportunity to share our collective input and vision on these important topics to aid our future Task Force conversations. The work of the Priority Admissions Task Force is incredibly important, and we look forward to conversations that advance a strategic vision for the State of Minnesota for this critically underserved population.

Signed:

A handwritten signature in dark ink, appearing to read "Tarryl Clark". The signature is fluid and cursive, with the first name being more prominent.

Association of Minnesota Counties: Tarryl Clark, Stearns County Commissioner

A handwritten signature in dark ink, appearing to read "Angela Youngerberg". The signature is cursive and somewhat stylized, with the first name being the most legible part.

Minnesota Association of County Social Service Administrators: Angela Youngerberg, Blue Earth County Human Services Director of Business Operations

A handwritten signature in dark ink, appearing to read "Kevin Magnuson". The signature is cursive and somewhat stylized, with the first name being the most legible part.

Minnesota County Attorney's Association: Kevin Magnuson, Washington County Attorney

A handwritten signature in dark ink, appearing to read "Bryan Welk". The signature is cursive and somewhat stylized, with the first name being the most legible part.

Minnesota Sheriffs' Association: Bryan Welk, Cass County Sheriff



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
October 4, 2023**

TAB # 2

Payment of County's Warrants for HHS

Please authorize payment for the following Human Services Warrants

Check Date	Amount	Board Date	Type of Check/Payments
10/6/2023	\$ 24,376.30	10/4/2023	Commissioners Warrants
9/15/2023	\$ 1,407.86		Auditors Warrants
9/22/2023	\$314,551.94		Auditors Warrants
9/22/2023	\$ 329.80		Auditors Warrants
9/25/2023	\$ 2,215.04		Auditors Warrants
	\$342,880.94	Total	

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

LSaumer
9/26/2023 12:43:16PM

*** **Chisago County** ***



Audit List for Board **COMMISSIONER'S VOUCHERS ENTRIES**

Page 1

Print List in Order By: 1
1 - Fund (Page Break by Fund)
2 - Department (Totals by Dept)
3 - Vendor Number
4 - Vendor Name

Explode Dist. Formulas?: Y

Paid on Behalf Of Name
on Audit List?: N

Type of Audit List: D
D - Detailed Audit List
S - Condensed Audit List

Save Report Options?: N

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9/26/2023 12:43:16PM
5 Health And Human Services

*** Chisago County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 2

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
35	10292 AMAZON CAPITAL SERVICES 05-430-700-0000-6401		149.41	Supplies 09/20/2023 09/20/2023	16TD-GDPP-7K4W	General Supplies	N
65	05-430-700-0000-6826		719.15	Supplies 09/11/2023 09/11/2023	17R3D6TN-749J	Contingency	N
91	05-420-600-0000-6401		76.20	Supplies 09/21/2023 09/21/2023	1GRM-31PQ-DCLG	General Supplies	N
91	05-430-700-0000-6401		114.30	Supplies 09/21/2023 09/21/2023	1GRM-31PQ-DCLG	General Supplies	N
41	05-451-470-0000-6844		52.99	Supplies 09/18/2023 09/18/2023	1J4D-9KRP-1HMF	MECSH Grant Exp	N
62	05-430-700-0000-6826		42.75	Supplies 09/11/2023 09/11/2023	1PM9-RWTC-3HK4	Contingency	N
50	05-420-600-0000-6401		39.16	Supplies 08/29/2023 08/29/2023	1QW9-4X7M-GX6G	General Supplies	N
50	05-430-700-0000-6401		58.73	Supplies 08/29/2023 08/29/2023	1QW9-4X7M-GX6G	General Supplies	N
42	05-451-470-0000-6844		52.99	Supplies 09/15/2023 09/15/2023	1TPX-1RGJ-7GL6	MECSH Grant Exp	N
	10292 AMAZON CAPITAL SERVICES		1,305.68	9 Transactions			
90	10183 AMERICAN SOLUTIONS FOR BUSINESS 05-420-600-0000-6401		167.20	IFS Checks 09/13/2023 09/13/2023	6936406	General Supplies	N
90	05-430-700-0000-6401		250.80	IFS Checks 09/13/2023 09/13/2023	6936406	General Supplies	N
	10183 AMERICAN SOLUTIONS FOR BUSINESS		418.00	2 Transactions			
55	[REDACTED] 05-451-480-0000-6846		1,320.00	Workforce Analysis & Developme 08/01/2023 08/31/2023	August 2023	Workforce Grant Expense	Y
	[REDACTED]		1,320.00	1 Transactions			
92	[REDACTED] 05-420-650-0000-5830		50.00	Return Ovepayment 09/19/2023 09/19/2023	57718	Ma Recoveries	N
	[REDACTED]		50.00	1 Transactions			
39	9223 Association for Nonsmokers-Minnesota 05-451-480-0000-6245		320.00	Nonsmokers Conference	90820232	Conferences, Training And Dues	N

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5 Health And Human Services

*** Chisago County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 3

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
40	05-451-480-0000-6824		320.00	09/18/2023 09/18/2023 Nonsmokers Conference	90820232	Ship Grant Expense	N
	9223 Association for Nonsmokers-Minnesota		640.00	09/18/2023 09/18/2023 2 Transactions			
71	1194 BACH/SARAH 05-430-700-0000-6241		13.47	Client Meal Reimbursement 07/26/2023 08/29/2023		General Administration	N
70	05-430-700-0128-6335		6.00	Travel Expense-Parking 07/26/2023 08/29/2023		Child Prot Staff Travel	N
	1194 BACH/SARAH		19.47	2 Transactions			
2	1982 BARNICK/JENNIFER 05-451-470-0000-6335		18.34	Travel Expense-Mileage 08/14/2023 09/01/2023		Worker Travel	N
3	05-451-470-0000-6844		14.00	Travel Expense-Mileage 08/14/2023 09/01/2023		MECSH Grant Exp	N
	1982 BARNICK/JENNIFER		32.34	2 Transactions			
67	3612 BENSON/ROBERT 05-420-600-0133-6335		19.31	Travel Expense-Mileage 07/24/2023 09/08/2023		Director Travel	N
67	05-430-700-0133-6335		31.15	Travel Expense-Mileage 07/24/2023 09/08/2023		Director Travel	N
67	05-451-430-0000-6335		11.84	Travel Expense-Mileage 07/24/2023 09/08/2023		Worker Travel	N
	3612 BENSON/ROBERT		62.30	3 Transactions			
16	3649 BROWN/BRYAN T 05-121-000-0000-6850		760.20	Travel Expense-Lodging 09/13/2023 09/13/2023		Op Enhancement Grant Expense	N
	3649 BROWN/BRYAN T		760.20	1 Transactions			
60	1304 CHISAGO AGE WELL COALITION 05-451-480-0000-6824		2,995.00	#220 SHIP Grant 08/18/2023 08/18/2023		Ship Grant Expense	N
59	05-451-480-0000-6824		542.37	#219 SHIP Grant 08/02/2023 08/02/2023		Ship Grant Expense	N
	1304 CHISAGO AGE WELL COALITION		3,537.37	2 Transactions			

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5 Health And Human Services

*** Chisago County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 4

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
30071	CHISAGO COUNTY RECORDER						
44	05-420-600-0000-6242		338.00	Birth Certificates 08/04/2023 08/04/2023	2023-259	Birth Certificates	N
48	05-420-600-0000-6241		13.00	Death Certificates 08/21/2023 08/21/2023	2023-268	General Administration	N
47	05-420-600-0000-6242		78.00	Birth Certificates 08/21/2023 08/21/2023	2023-268	Birth Certificates	N
46	05-420-600-0000-6242		52.00	Birth Certificates 08/22/2023 08/22/2023	2023-283	Birth Certificates	N
45	05-420-600-0000-6242		52.00	Birth Certificates 09/11/2023 09/11/2023	2023-295	Birth Certificates	N
30071	CHISAGO COUNTY RECORDER		533.00	5 Transactions			
1263	CHRISTENSON/BRANDIE						
9	05-451-470-0000-6335		57.78	Travel Expense-Mileage 08/02/2023 08/31/2023		Worker Travel	N
10	05-451-470-0000-6844		114.02	Travel Expense-Mileage 08/02/2023 08/31/2023		MECSH Grant Exp	N
1263	CHRISTENSON/BRANDIE		171.80	2 Transactions			
30177	CINTAS CORPORATION						
72	05-420-600-0000-6241		6.67	Weekly Rug Service 09/11/2023 09/11/2023	416738727	General Administration	N
72	05-430-700-0000-6241		13.33	Weekly Rug Service 09/11/2023 09/11/2023	416738727	General Administration	N
72	05-451-430-0000-6800		15.09	Weekly Rug Service 09/11/2023 09/11/2023	416738727	Other Expense	N
43	05-420-600-0000-6241		6.67	Weekly Rug Service 09/18/2023 09/18/2023	4168106930	General Administration	N
43	05-430-700-0000-6241		13.33	Weekly Rug Service 09/18/2023 09/18/2023	4168106930	General Administration	N
43	05-451-430-0000-6800		15.09	Weekly Rug Service 09/18/2023 09/18/2023	4168106930	Other Expense	N
30177	CINTAS CORPORATION		70.18	6 Transactions			
1196	COLLINS/MICHELLE						
31	05-420-640-0126-6335		183.40	Travel Expense-Mileage 09/11/2023 09/13/2023		Ivd Travel	N
1196	COLLINS/MICHELLE		183.40	1 Transactions			

*** Chisago County ***



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
85	██████████ 05-460-310-0000-6111		65.00	Per Diem 09/21/2023 09/21/2023 1 Transactions		Per Diems for Opioid Council	Y
	██████████ ██████████		65.00				
26	30130 CRAGUN'S CONFERENCE CENTER 05-451-480-0000-6824		149.25	Travel Expense-Lodging 10/17/2023 10/18/2023	Stenson/Halfen	Ship Grant Expense	N
27	05-451-431-0000-6245		149.25	Travel Expense-Lodging 10/17/2023 10/18/2023 2 Transactions	Wehrenberg/Jensen	Comferences, Training And Dues	N
	30130 CRAGUN'S CONFERENCE CENTER		298.50				
49	9208 DBT Associates, LLP 05-430-700-0127-6240		575.00	DBT Skills Training 11/13/2023 11/15/2023 1 Transactions	Knutson.Alicia	Mh Training	Y
	9208 DBT Associates, LLP		575.00				
20	5160 DHS MAPS 05-420-640-0000-6298		32.16	08/2023 Federal Offset Fees 08/01/2023 08/31/2023	A300C325211	Fed Tax Offset	N
19	05-430-720-3140-6051		2,136.00	BSFE Co Match 08/01/2023 08/31/2023	A300MC132471	Pos Other Child Care	N
57	05-430-750-3660-6094		3,133.77	MA Recoveries & Non Fed Share 08/01/2023 08/31/2023	A300MM1R131	Dd Waiver/ICF - DT&H	N
56	05-430-760-3930-6051		141.52	MA Recoveries & Non Fed Share 08/01/2023 08/31/2023 4 Transactions	A300MM1R131	General Case Mgmt	N
	5160 DHS MAPS		5,443.45				
66	9213 Dwyer/Samantha 05-430-700-0137-6335		109.25	Travel Expense-Mileage 08/01/2023 08/29/2023 1 Transactions		Adult Services Travel	N
	9213 Dwyer/Samantha		109.25				
12	8508 ELLIOTT/JENNIFER 05-430-700-0128-6335		322.72	Travel Expense-Mileage 08/01/2023 08/31/2023 1 Transactions		Child Prot Staff Travel	N
	8508 ELLIOTT/JENNIFER		322.72				
15	5149 Han/Jocelyn 05-430-700-0127-6335		188.62	Travel Expense-Mileage		Mh Travel	N

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
	5149 Han/Jocelyn		188.62	07/28/2023 09/06/2023 1 Transactions			
4	9041 Hannan/Joy 05-451-470-0000-6335		67.47	Travel Expense-Mileage 08/01/2023 09/01/2023		Worker Travel	N
5	05-451-470-0000-6844		73.66	Travel Expense-Mileage 08/01/2023 09/01/2023		MECSH Grant Exp	N
	9041 Hannan/Joy		141.13	2 Transactions			
28	5978 HENNEPIN COUNTY 05-420-650-0000-6005		9.05	Medical Transportation Adm 09/11/2023 09/11/2023	212565	Ma Transportation	N
23	05-420-650-0000-6005		835.32	Medical Transportation Adm 09/11/2023 09/11/2023	212566	Ma Transportation	N
22	05-420-650-0000-6005		272.29	Medical Transportation Adm 09/11/2023 09/11/2023	212589	Ma Transportation	N
21	05-420-650-0000-6005		101.53	Medical Transportation Adm 09/11/2023 09/11/2023	212590	Ma Transportation	N
	5978 HENNEPIN COUNTY		1,218.19	4 Transactions			
87	[REDACTED] 05-460-310-0000-6111		65.00	Per Diem 09/21/2023 09/21/2023		Per Diems for Opioid Council	Y
	[REDACTED]		65.00	1 Transactions			
51	90061 INNOVATIVE OFFICE SOLUTIONS LLC 05-420-600-0000-6401		20.86	Supplies 09/13/2023 09/13/2023	4321092	General Supplies	N
51	05-430-700-0000-6401		31.30	Supplies 09/13/2023 09/13/2023	4321092	General Supplies	N
32	05-430-700-0000-6401		106.28	Supplies 09/18/2023 09/18/2023	4326111	General Supplies	N
34	05-420-600-0000-6401		17.11	Supplies 09/18/2023 09/18/2023	4326149	General Supplies	N
34	05-430-700-0000-6401		35.22	Supplies 09/18/2023 09/18/2023	4326149	General Supplies	N
34	05-451-430-0000-6401		48.30	Supplies 09/18/2023 09/18/2023	4326149	General Supplies	N
33	05-420-600-0000-6401		55.07	Supplies	4328721	General Supplies	N

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
33	05-430-700-0000-6401		82.61	Supplies 09/20/2023 09/20/2023	4328721	General Supplies	N
	90061 INNOVATIVE OFFICE SOLUTIONS LLC		396.75	8 Transactions			
24	05-451-470-0000-6245		306.00	Travel Expense-Milage 10/15/2023 10/17/2023	Wiger,Annalise	Conferences, Training And Dues	N
	4120 KAHLER HOTEL		306.00	1 Transactions			
30	05-430-700-0128-6335		43.89	Travel Expense-Mileage 09/13/2023 09/13/2023		Child Prot Staff Travel	N
	2299 KAZEKS/JENNIFER		43.89	1 Transactions			
29	05-121-000-0000-6850		19.98	Veterans Coffee Talk Snacks 09/12/2023 09/12/2023		Op Enhancement Grant Expense	N
	49219 KOWALKE/WENDY		19.98	1 Transactions			
81	05-430-700-0134-6335		28.10	Travel Expense-Mileage 09/06/2023 09/20/2023		DD Worker Travel	N
82	05-430-700-0137-6335		65.57	Travel Expense-Mileage 09/06/2023 09/20/2023		Adult Services Travel	N
	7327 LEWIS/NICOLE		93.67	2 Transactions			
83	05-460-310-0000-6111		65.00	Per Diem 09/21/2023 09/21/2023		Per Diems for Opioid Council	N
			65.00	1 Transactions			
68	05-420-600-0130-6335		55.65	Travel Expense-Mileage 07/27/2023 09/07/2023		Ss Director Travel	N
68	05-430-700-0130-6335		83.48	Travel Expense-Mileage 07/27/2023 09/07/2023		Ss Director Travel	N
	3868 MCMURRAY/TODD		139.13	2 Transactions			
	5070 METRO LEGAL SERVICES INC						

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
52	05-420-640-0000-6269		216.11		3457688 Proff Process Servers	N
			09/11/2023 09/11/2023			
	5070 METRO LEGAL SERVICES INC		216.11	1 Transactions		
	5084 MFWCAA CONFERENCE					
79	05-420-600-0121-6240		325.00	MFWCAA Conference Registration	Kira Klinkhammer Financial Training	N
			08/29/2023 08/29/2023			
77	05-420-600-0121-6240		325.00	MFWCAA Conference Registration	Leah Benoken Financial Training	N
			08/29/2013 08/29/2013			
80	05-420-600-0121-6240		375.00	MFWCAA Conference Registration	Nicole Thorstenson Financial Training	N
			08/21/2023 08/21/2023			
78	05-420-600-0121-6240		325.00	MFWCAA Conference Registration	Tamara Pleski Financial Training	N
			08/29/2013 08/29/2013			
	5084 MFWCAA CONFERENCE		1,350.00	4 Transactions		
	9221 Midwest Language Services, Inc					
25	05-420-650-0000-6004		221.57		13246 Ma Access Services	N
			09/05/2023 09/05/2023			
	9221 Midwest Language Services, Inc		221.57	1 Transactions		
	13140 MINNESOTA CHILD SUPPORT PAYMENT CE					
37	05-420-640-0000-6810		200.00		57720 Child Support Payment Crdit Card	N
			09/20/2023 09/20/2023			
	13140 MINNESOTA CHILD SUPPORT PAYMENT CE		200.00	1 Transactions		
	5278 MSSA					
64	05-430-700-0134-6240		16.50	Diversity Training	Cummings.Krista DD Worker Training	N
			09/19/2023 09/19/2023			
63	05-430-700-0137-6240		38.50	Diversity Training	Cummings.Krista Adult Services Training	N
			09/19/2023 09/19/2023			
17	05-430-700-0134-6240		16.50	Conference Registration	Perowitz.Breanna DD Worker Training	N
			09/19/2023 09/19/2023			
18	05-430-700-0137-6240		38.50	Conference Registration	Perowitz.Breanna Adult Services Training	N
			09/19/2023 09/19/2023			
	5278 MSSA		110.00	4 Transactions		
	9219 North Branch Area Public Schools					
58	05-451-480-0000-6824		2,364.00	#221 SHIP Grant	Ship Grant Expense	N
			08/28/2023 08/28/2023			

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Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
9219	North Branch Area Public Schools		2,364.00		1 Transactions		
86	05-460-310-0000-6111		65.00	Per Diem		Per Diems for Opioid Council	Y
				09/21/2023	09/21/2023		
			65.00		1 Transactions		
6	6044 PRAMANN/SARAH		5.25	Travel Expense-Mileage		MECSH Grant Exp	N
	05-451-470-0000-6844			08/17/2023	08/17/2023		
	6044 PRAMANN/SARAH		5.25		1 Transactions		
36	6478 PROVIDE CARE INC		99.00	Return Overpayment	57709	Grh Rec	N
	05-420-660-0000-5839			09/18/2023	09/18/2023		
	6478 PROVIDE CARE INC		99.00		1 Transactions		
1	5138 REEVERTS/LANAY A		159.82	Travel Expense-Mileage		Cd & Lic Travel	N
	05-430-700-0129-6335			08/02/2023	09/13/2023		
	5138 REEVERTS/LANAY A		159.82		1 Transactions		
38	9222 Safe Routes Partnership		99.00	Safe Routes to School Summit		Ship Grant Expense	N
	05-451-480-0000-6824			10/24/2023	10/26/2023		
	9222 Safe Routes Partnership		99.00		1 Transactions		
84	05-460-310-0000-6111		65.00	Per Diem		Per Diems for Opioid Council	Y
				09/21/2023	09/21/2023		
			65.00		1 Transactions		
7	3350 SCHNEIDER/RUSHESS		81.34	Travel Expense-Mileage		Worker Travel	N
	05-451-470-0000-6335			08/02/2023	08/25/2023		
8	05-451-470-0000-6844		22.39	Travel Expense-Mileage		MECSH Grant Exp	N
				08/02/2023	08/25/2023		
	3350 SCHNEIDER/RUSHESS		103.73		2 Transactions		
	7292 SCOTT/HEATHER						

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No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
88	05-430-700-0128-6335		27.45	Travel Expense-Mileage		Child Prot Staff Travel
				07/24/2023 09/13/2023		
	7292 SCOTT/HEATHER		27.45	1 Transactions		
69	05-430-700-0128-6335		10.48	Travel Expense-Mileage		Child Prot Staff Travel
				08/28/2023 08/28/2023		
73	05-430-700-0128-6335		7.00	Travel Expense-Parking		Child Prot Staff Travel
				08/15/2023 08/28/2023		
74	05-430-700-0128-6335		22.52	Travel Expense-Meals		Child Prot Staff Travel
	9119 Snell/Frannie		40.00	3 Transactions		
75	05-451-480-0000-6824		10.81	Travel Expense-Parking		Ship Grant Expense
				09/20/2023 09/21/2023		
76	05-451-480-0000-6824		26.05	Travel Expense-Meals		Ship Grant Expense
				09/20/2023 09/21/2023		
	8703 Stenson/Elizabeth		36.86	2 Transactions		
13	05-430-700-0127-6335		30.10	Travel Expense-Mileage		Mh Travel
				08/14/2023 08/29/2023		
14	05-430-741-3460-6051		31.85	Travel Expense-Mileage		Basic Life Skills
				08/02/2023 08/29/2023		
	8412 THRON/KATE		61.95	2 Transactions		
61	05-420-600-0132-6240		31.40	Travel Expense-Lodging	Florin/Klein	Accounting Training
				08/16/2023 08/16/2023		
61	05-430-700-0132-6240		50.64	Travel Expense-Lodging	Florin/Klein	Accounting Training
				08/16/2023 08/16/2023		
61	05-451-430-0000-6245		19.24	Travel Expense-Lodging	Florin/Klein	Conferences, Training And Dues
				08/16/2023 08/16/2023		
	7950 TREASURE ISLAND & CASINO		101.28	3 Transactions		
54	05-420-640-0000-6267		80.00		13-FA-17-89	Other Co Sheriff Sop
				08/30/2023 08/30/2023		
	8765 WASHINGTON COUNTY SHERIFFS OFFICE		80.00	1 Transactions		

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
53	8978 WRIGHT COUNTY SHERIFF 05-420-640-0000-6267		75.00	08/25/2023 08/25/2023 1 Transactions	202304010	Other Co Sheriff Sop N
	8978 WRIGHT COUNTY SHERIFF		75.00			
89	8409 ZENDA/NICOLE 05-430-700-0128-6335		214.78	08/30/2023 09/07/2023 1 Transactions		Child Prot Staff Travel N
	8409 ZENDA/NICOLE		214.78			
11	9885 ZIEGLER/SAMANTHA 05-430-700-0127-6335		85.48	08/01/2023 08/23/2023 1 Transactions		Mh Travel N
	9885 ZIEGLER/SAMANTHA		85.48			
5 Fund Total:			24,376.30	Health And Human Services	53 Vendors	108 Transactions
Final Total:			24,376.30	53 Vendors	108 Transactions	

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COMMISSIONER'S VOUCHERS ENTRIES



Recap by Fund

<u>Fund</u>	<u>Amount</u>	<u>Name</u>
5	24,376.30	Health And Human Services
All Funds	24,376.30	Total

Approved by,
.....
.....

Chisago County Request for Board Action

Meeting Date: October 4, 2023	Item Number: 3
Title of Item for Consideration: Home and Community-Based Waiver Services Contract with Thomas Allen, Inc.	
Action Requested by: Robert Benson, Director	Department: Health & Human Services
Previous Action on this Matter: Approval of a previous contract with Thomas Allen, Inc. dated Oct 1, 2020 through Sept 30, 2023.	
Background: Chisago County Health and Human Services has been contracting with private agencies to deliver Medicaid waiver case management services to infirm elderly and disabled persons since May of 2014. Thomas Allen Inc. has experience in providing Medicaid waiver case management services and is utilized by several other lead agencies in the state of Minnesota. The work of the contractor is subject to audit and review by the State Department of Human Services, Disability Services Division, Home and Community Based Services programs. The local Health and Human Services Department retains the responsibilities as Lead Agency for this service set, even when in a contracted arrangement as outlined. Waiver case management provides services that assist persons on a Medicaid waiver to access needed services specific to their condition. Some of the activities associated with the provision of Medicaid waiver case management services are: • Annual review of services plans • Assisting the person in the identification of potential providers • Coordination of services • Development of a service plan • Evaluation and monitoring of the services identified in the plan Attachment(s): • Home and Community-Based Waiver Services Contract with Thomas Allen Inc.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners Approve the Home and Community-Based Waiver Services Contract with Thomas Allen Inc. The suggested motion is as follows: <i>“Move to Approve the Home and Community-Based Waiver Services Contract with Thomas Allen Inc.”</i>	
Implications of Action: Board approval at tonight’s meeting will authorize the County through its Health and Human Services Department to contract with Thomas Allen Inc. for waiver case management services to recipients of the following Medicaid waivers: Community Alternatives to Disabled Individuals (CADI), Community Alternative Care (CAC), Brain Injury (BI), Developmental Disabilities (DD) and Elderly (EW).	
Budget/Financial Implications: Allows for the use of Medicaid funds for the provision of Medicaid	

case management services.

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

Administrator's Recommendation

Approve CEB

Deny _____

Other _____

Motion By:

Seconded by:

To:

Action on Motion:

Aye _____

Nay _____

Abstain _____

Home and Community-based Waiver Services Contract



Minnesota Department of **Human Services**
Aging and Adult Services

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Home and Community-Based Waiver Services Contract

The NAME OF LEAD AGENCY Lead Agency Board and/or Council,

located at STREET ADDRESS CITY MN ZIP CODE

acting through DEPARTMENT/DIVISION, hereafter referred to as the “Lead Agency”

and, PROVIDER BUSINESS NAME

doing business as D/B/A NAME

at BUSINESS STREET ADDRESS CITY MN ZIP CODE

hereafter referred to as the “Provider,” enter into this Contract effective for the period beginning

START DATE

through

END DATE

regardless of the date of the signatures hereunder, unless sooner terminated or unless extended, as provided herein.

WHEREAS, pursuant to the Children and Community Services Act, Minnesota Statutes, Chapter 256.0112, now in force or as hereafter enacted or amended, the Lead Agency has identified certain service populations who are eligible for specific home and community-based waiver services or other services as identified in the attached Attachment A; and

WHEREAS, federal and state funds are available for the purchase of Title 19 home and community-based services through the State of Minnesota pursuant to U.S. Code, Title 42, sections 1396 through 1396P, and Minnesota Statutes, Chapters 245B and 256B now in force or as hereafter enacted or amended. Home and community-based waiver services include the Brain Injury (BI) Waiver, the Community Alternative Care (CAC) Waiver, the Community Alternatives for Disabled Individuals (CADI) Waiver, the Developmental Disabilities (DD) Waiver, the Elderly Waiver (EW), and Alternative Care (AC); and

WHEREAS, the Lead Agency wishes to purchase services from the Provider and the Provider agrees to furnish services to persons in accordance with Minnesota Statutes, Chapters 245A, 245B, 256B and 256.0112; Minnesota Rules, Chapter 9525, and in accordance with the type, amount, frequency and duration stated in each person’s Community Support Plan (CSP) under this Contract; and

WHEREAS, the Provider represents that it is duly qualified and willing to perform such services; and has submitted the following identification numbers:

Federal Tax ID# _____; NPI or UMPI number _____; and

WHEREAS, the Lead Agency and the Provider, according to Minnesota Statutes, section 256B.092, subdivision 8a or section 256.0112, subdivision 6, understand that this Contract serves as a Lead Agency contract for services purchased by other Financially Responsible Agencies;

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

1. GENERAL PROVISIONS

- A) **Purpose.** The purpose of this Contract is to define the rights and obligations of the parties with respect to home and community-based waiver services.
- B) **Cooperation.** The Lead Agency and Provider shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Contract. The parties agree to, in good faith, undertake resolution of any disputes hereunder in an equitable and timely manner.
- C) **Minimum Standards.** The provisions contained in this Contract establish the necessary and required minimum standards that the parties to this Contract shall follow when contracting for home and community-based waiver services.

2. DEFINITIONS

- A) For purposes of this Contract, the following terms are given the following meanings:
 - 1) **Addendum:** Additions to the original terms of the contract, which must be reduced to writing and agreed upon by both parties to be valid.
 - 2) **Alternative Care:** Provides state funding for home and community-based services necessary as an alternative to institutionalization that promote the optimal health, independence, and safety of adults who are 65 and older who would otherwise require the level of care provided in a nursing facility and would be eligible for medical assistance within 135 days of admission.
 - 3) **Amendment:** Change, alteration, or modification to the original terms of the contract, which must be reduced to writing and agreed upon by both parties to be valid.
 - 4) **Attachment:** Document(s) that covers any information, whether an addition or change, that is not covered in the original negotiated contract. An attachment may be either an addendum or amendment to the Contract.
 - 5) **Community Alternative Care (CAC) Waiver:** Provides funding for home and community-based services necessary as an alternative to institutionalization that promote the optimal health, independence, safety, and integration of children and adults who are chronically ill or medically fragile and meet the waiver eligibility criteria and who would otherwise require the level of care provided in a hospital.
 - 6) **Community Alternatives for Disabled Individuals (CADI) Waiver:** Provides funding for home and community-based services necessary as an alternative to institutionalization that promote the optimal health, independence, safety, and integration of children and adults who meet the waiver eligibility criteria and who would otherwise require the level of care provided in a nursing facility.
 - 7) **Community Support Plan (CSP), also referred to as Individual Service Plan (ISP):** The person-centered plan developed by the Financially Responsible Agency within ten (10) working days of the assessment and enrollment of the person into the waiver program; a plan that identifies the assessed needs of the individual and the services and support needed to meet those needs. CSPs must be developed in accordance with Minnesota Statutes, section 256B.49, subdivision 15 and Minnesota Statutes, section 256B.092, subdivision 1b. CSPs may also be referred to as Individual Service Plans or ISPs. For Elderly Waiver and Alternative Care, the CSP must be completed within twenty (20) calendar days of the assessment in accordance with Minnesota Statutes section 256B.0913 and 256B.0915.

- 8) **Contract:** Agreement that can include attachments, amendments and addenda incorporated into the agreement by reference between the Lead Agency and the Provider whereby the parties exchange promises that give a legal duty to the other and the right to seek a remedy for breach of these duties. May also be referred to as the “Home and Community-based Services (HCBS) Waiver Contract” or “Agreement.”
- 9) **Default:** Failure to perform one’s own duties under the contract.
- 10) **Department or DHS:** The Minnesota Department of Human Services.
- 11) **Developmental Disabilities (DD) Waiver:** Provides funding for home and community-based services necessary as an alternative to institutionalization to promote the optimal health, independence, safety, and integration of children and adults with a developmental disability or a related condition who meet the waiver eligibility criteria and who require the level of care provided in an Intermediate Care Facility for Persons with Developmental Disabilities (ICF/DD). “Developmental disability” is given the meaning in Minnesota Rules, part 9525.0016, subpart 2, and “related condition” is given the meaning in Minnesota Statutes, section 252.27, subdivision 1a.
- 12) **Elderly Waiver:** Provides funding for home and community-based services for people age 65 and older who are eligible for Medical Assistance and require the level of care provided in a nursing home but choose to reside in the community.
- 13) **Fee for Service (FFS):** A service delivery system in which providers bill for each service they provide, and receive reimbursement for each covered service based on a predetermined rate.
- 14) **Fidelity Bond:** Written instrument that reimburses employers, up to the amount of the bond, for losses stemming from dishonest and/or negligent actions of their employees.
- 15) **Financially Responsible Agency:** The county, tribe, or Managed Care Organization responsible to manage the authorization and costs of the contract services.
- (a) For CAC, CADI, BI and DD waivers, Financially Responsible Agency means a tribe under contract with the Department of Human Services to manage these programs, including costs, or County of Financial Responsibility as defined in Minnesota Statutes, section 256G.02, subdivision 4.
 - (b) For EW and AC, the Financially Responsible Agency is
 - (i) For FFS, the tribe under contract with the Department of Human Services to manage these programs or county of service which is where the client lives and is defined in Minnesota Rules, part 9505.0015, subpart 11
 - (ii) For Managed Care, is the Managed Care Organization responsible to manage the costs of the services for its enrolled members.
- 16) **Incident:** Occurrence of a serious injury as defined in Minnesota Statutes, section 245.91, subdivision 6.
- 17) **Indemnity:** Payment or compensation for damages or losses done; obligation of the provider to reimburse the Department and/or the Financially Responsible Agency for losses that have occurred.
- 18) **Independent Contractor:** Person or company that provides goods or services to another entity under terms specified in a contract.
- 19) **Lead Agency:** The county, tribe, or Managed Care Organization that negotiates and enters into the contract with the Provider, typically the county where the provider is located. The Lead Agency has the meaning given to local agencies in Minnesota Statutes, section 256B.0911, subdivision 1a.
- 20) **Managed Care Organization (MCO):** An entity that has, or is seeking to qualify for, a comprehensive risk contract that is, and that is: (1) a Federally Qualified HMO that meets the advance directives requirements of 42 CFR 489.100-104; or (2) any public or private entity that meets the advance directives requirements and is determined to also meet the following conditions; a) makes the services it provides to its Medicaid enrollees as accessible (in terms of timeliness, amount, duration, and scope)

as those services are to other Medicaid Recipients within the area served by the entity, and b) meets the solvency standards of 42 CFR 438.116.

- 21) Medicaid Management Information System (MMIS):** Claims payment, information management, and retrieval system administered by the Department in a computer format. In Minnesota, Medicaid services are authorized and billed through MMIS under FFS purchase and delivery or through arrangements with Managed Care Organizations under agreement with DHS.
- 22) MMIS Service Agreement:** Online entry into MMIS that identifies services, provider, and payment information for a person receiving home care or waiver services in FFS purchase and delivery or in arrangements by Managed Care Organizations under agreement with DHS. The MMIS service agreement, completed by the Financially Responsible Agency, identifies and authorizes specific waiver services to be provided and includes for each service: the type of service unit, the cost of a service unit, and the number of units over a specific duration of time. Payments to approved providers will be made according to Minnesota Statutes and procedures. *Note: The MMIS service agreement is merely an integrated component of this contract. Service agreements are not binding contracts and do not carry the full rights and protections available in a Purchase of Service Contract.*
- 23) Person:** Individual who meets eligibility requirements specific to federal and state-funded health care programs to participate in such programs; the person determined to be eligible and authorized to receive waiver or Alternative Care services.
- 24) Provider:** Party from which services are purchased. May also be referred to as Contractor.
- 25) Purchased Services:** Outcome-based services authorized on an MMIS Service Agreement or authorized by a Managed Care Organization that are provided in response to the eligible person's identified needs as specified in their individual plan, based upon the needs and preferences of the person and the person's personal goals, and which are consistent with the principles of most inclusive environment, self-determination, and other rights of the person.
- 26) Reimbursement for Overhead Expenses Due to a Residential Absence:** Full calendar day(s) when a person is not in the residential setting. Examples of residential absence include days when the person is absent from the residence due to hospitalization, crisis services, home visits, vacation days, and therapeutic leave. Medicaid policy permits payment only for services actually provided to an eligible person, which does not include residential absence. (See the Disability Services Program Manual on Reimbursement for Overhead Expenses due to Residential Absence for more information.)
- 27) Spenddown:** The amount a Medicaid recipient is responsible to pay toward their Medicaid services on the first day that they are eligible for such services.
- 28) State:** The State of Minnesota or an agency thereof, as determined by the context of the specific provision of this Contract to which it relates.
- 29) Subcontractor:** Individual or a company that signs a contract to perform part or all of the obligations of the Provider's contract.
- 30) Third-Party Beneficiary:** Individual or entity recognized as having enforceable rights created in them under a contract to which they are not parties as addressed in Minnesota Rules, part 9525.1870, subpart 2.
- 31) Brain Injury (BI) Waiver:** Provides funding for home and community-based services necessary as an alternative to institutionalization that promote the optimal health, independence, safety and integration of children and adults with an acquired or traumatic brain injury who meet the waiver eligibility criteria and who would otherwise require the level of care provided in a nursing facility or a neurobehavioral hospital.

- 32) Units of Service:** Defined period of time, including the following: per day, per partial day, per hour, per month, per 30 minutes, per 15 minutes, per occurrence; or a flat rate; or as identified in the Minnesota Health Care Programs Provider Manual (HCBS Waiver Services).
- 33) Waiver Obligation:** People with income equal to or less than the Special Income Standard (SIS) are eligible for EW without a Medical Assistance spenddown. They must contribute any income over the Maintenance Needs Allowance and other applicable deductions to the cost of services received under EW.

3. PURCHASE OF SERVICE(S)

A) Description of Services:

The Provider shall provide services detailed in Attachment A, entitled “Purchased Services,” which is attached and incorporated into this Contract by reference. All Purchased Services must be specified in the person’s community support plan and authorized by the Financially Responsible Agency.

- 1) All parties to this Contract agree to provide Purchased Services as specified in the person’s Community Support Plan and as authorized by the Financially Responsible Agency. Purchased Services must comply with applicable Minnesota Statutes, Minnesota Rules, and federally approved Minnesota waiver plans. The Community Support Plan is incorporated by reference into this Contract.
- 2) This Contract may serve as a Lead Agency contract for services purchased by other Financially Responsible Agencies, including Managed Care Organizations and tribes.
- 3) If accessed as a Lead Agency contract, the Provider shall abide by the terms of this Contract. Such Financially Responsible Agencies that access the Lead Agency contract shall be financially responsible under the terms of this Contract for those persons they authorize for and are subject to statutory or other restrictions in the lead agency contract.
- 4) The Lead Agency shall monitor the terms of this Contract and shall make available copies of this Contract upon request of Financially Responsible Agencies.
- 5) Nothing in this Contract shall be construed as requiring the Provider to continue to provide services for any eligible person upon cessation of the contract, or as requiring the Financially Responsible Agency to continue to purchase services for any eligible person upon cessation of the contract.
- 6) Waiver funds may not be used for room and board costs except when provided as part of respite care furnished in certain licensed facilities as identified in the federally approved waiver plan.
- 7) Incident reports will be submitted to the Lead Agency as well as the Financially Responsible Agency as specified in the person’s community support plan as requested by the Financially Responsible Agency. Reports will be in a format approved by the Lead Agency. License holders must follow Minnesota Statutes, section 245B.05, subdivision 7 when incidents occur.
- 8) The Provider agrees to participate in team meetings related to the person as initiated or as requested by the team or the individual.

4. ELIGIBILITY FOR SERVICES

- A)** The parties understand and agree that the Financially Responsible Agency shall have the responsibility of determining the eligibility of the person to receive Purchased Services in accordance with the eligibility criteria established by applicable Minnesota Rules and federally approved state waiver plan requirements, and under MN Statute 256B.0913.

- B) When the Financially Responsible Agency has determined the person is no longer eligible to receive services or that services are no longer needed or appropriate, the Financially Responsible Agency shall notify the person or the person's legal representative in writing of the proposed termination, denial or reduction of services within ten (10) business days prior to the Financially Responsible Agency's proposed date of action. The Financially Responsible Agency shall also notify the Provider within ten (10) business days of the determination.
- C) The Financially Responsible Agency shall also provide information regarding the person's right to appeal the proposed Financially Responsible Agency's action as provided under Minnesota Statutes, section 256.045.

5. PAYMENT RATES FOR PURCHASED SERVICES

A) Total Cost of the Contract.

The total amount to be paid pursuant to this Contract shall not exceed the compensation due for the amount of services authorized and actually delivered. The Lead Agency or any other Financially Responsible Agency does not guarantee to purchase any minimum amount of services under this Contract.

B) Payment Rates.

The Provider shall be paid for authorized and delivered services as agreed to by the parties of this Contract. Rate setting authority originates from this Contract and not from MMIS Service Agreements. Rates as agreed to in this Contract must agree and be accurately reflected in MMIS. Rate schedules attached to this agreement via Attachment(s) _____ are incorporated into this Contract by reference herein and are deemed part of this Contract.

- 1) No advance payments will be made under this Contract.
- 2) Payment for residential absence is not permitted through the BI, CAC, CADI, DD, or EW waivers and AC. The Provider's payment rate in 5.B may, however, include overhead expenses of days when a person is away from a residence. (See the Disability Program Services Manual on Reimbursement for Overhead Expenses due to Residential Absence for a list of affected waiver services and for acceptable ways to include absences in overhead expenses.)
- 3) If the Minnesota Legislature approves a rate increase, requires a rate decrease, or makes any other changes to the reimbursement rates for any service included in this Contract, the new rate shall be in effect under this Contract.
 - (a) The Lead Agency will send the Provider a written confirmation of the new rate. If the Financially Responsible Agency has accessed the Lead Agency contract and amended the rates, it will send the provider notices.
 - (b) The Provider agrees to abide by any conditions imposed upon the use of increased funds that may be established by law or direction from the State of Minnesota, Department of Human Services. _
 - (c) Any interpretation pertaining to eligibility for a rate change as well as the exact amount of the rate change shall be subject to applicable law, rule, or regulation and shall be consistent with guidelines developed by the State of Minnesota and the Lead Agency.
- 4) The Lead Agency may allow the Provider to negotiate the rate it will charge for some services, subject to MMIS rate limits. The Provider must provide sixty (60) calendar days written notice to the Lead Agency, eligible persons, and responsible parties to change rates as required by individual service needs. Existing eligible person's service authorizations continue at the previous rate for the duration of the authorization unless the Lead Agency agrees otherwise. Rate changes must be approved by the Lead Agency prior to being implemented.
 - (a) The 60-day written notice, as described in 5B (4), will be waived in cases of emergency or extenuating circumstances. In such cases, the Provider must provide the Lead Agency with reasonable notice in order to change rates. Timeliness of the notice will be determined by the Lead Agency.

6. METHODS OF BILLING

A) Billing MMIS for Purchased Services

- 1) The Provider shall submit invoices to the State of Minnesota following the policies and procedures established for payment of Minnesota Health Care Program services, as set forth in Minnesota Statutes, section 256B.064; Minnesota Rules, chapter 9505, and the Minnesota Health Care Program Provider Manual.
- 2) In the event that services provided to eligible persons may be reimbursed by private health insurance, Long Term Care Insurance, Medical Assistance State Plan services, or Medicare, the Provider shall bill such third parties before billing home and community-based services and the State of Minnesota.
- 3) The Provider agrees to notify the State of Minnesota if full or partial payment is received from any source other than this Contract for any eligible person also paid by the State. In such cases, the Provider shall return to the State any duplicate payment made by the State for such eligible persons.
- 4) The parties understand and agree that the Provider will have sole responsibility for the collection of other fees or revenues, with the exception of Alternative Care fees. Further, the parties agree that the Lead Agency or other Financially Responsible Agency shall accept no responsibility for the collection or subsidization of bad debts related to other revenue for Purchased Services.
- 5) The Provider shall bill consistent with applicable Minnesota Rules in effect at the time the service was performed.
- 6) The Provider will bill only for services actually delivered and only for days when services were actually delivered. Providers may not bill for days a person is absent from his or her residence.

B) Billing the Financially Responsible Agency for Authorized and Purchased Services

- 1) The Provider shall submit billing invoices within thirty (30) calendar days after Purchased Services have been delivered to eligible persons. Invoices shall be submitted to the Financially Responsible Agency in a format and according to a process communicated by the Financially Responsible Agency.
- 2) The Financially Responsible Agency will make payment within thirty (30) calendar days from the receipt of the invoice. If the invoice is incorrect, defective or otherwise improper, the Financially Responsible Agency will notify the Provider within ten (10) working days of receiving the incorrect invoice. Upon receiving the corrected invoice, the Financially Responsible Agency will make payment within thirty (30) calendar days.
- 3) The Provider shall prepare an invoice for any other Financially Responsible Agency paying for an eligible person in cases where the Lead Agency under this contract is not the Financially Responsible Agency for an individual.
- 4) In the event that services provided to eligible persons may be reimbursed by private health insurance, Long Term Care Insurance, Title XIX Medical Assistance, or Medicare, the Provider shall bill such third parties before billing home and community-based services and the State of Minnesota.
- 5) The Provider agrees to notify the Financially Responsible Agency if full or partial payment for Purchased Services is received from any other source for any eligible person when those Purchased Services were also paid for by the Financially Responsible Agency. In such cases, the Provider shall return to the Financially Responsible Agency any duplicate payment made by the Financially Responsible Agency for such eligible persons.
- 6) The parties understand and agree that the Provider will have sole responsibility for the collection of other fees or revenues, with the exception of Alternative Care fees. Further, the parties agree that the neither the Lead Agency nor any other Financially Responsible Agency shall have responsibility for the collection or subsidization of bad debts related to other revenue for Purchased Services.

- 7) The Provider will bill consistent with Minnesota Rules, part 9525.0950, subpart 1, or in effect at the time the service was performed.
- 8) The Provider agrees not to include in the charges for services any administrative or program cost assignable to private pay or third-party pay service recipients.
- 9) The Provider will bill only for services actually delivered.

7. DISCONTINUATION/TERMINATION OF SERVICES FOR INDIVIDUALS

A) Provider Inability to Provide Services.

The Provider shall, within no more than ten (10) business days of its determination, notify the Financially Responsible Agency of its determination that it is unable to, or will be unable to, provide the required quality or quantity of Purchased Services for an individual person.

- 1) A transition plan must be developed with the person's case manager/care coordinator. The Financially Responsible Agency will implement the transition plan within the subsequent twenty (20) calendar days of notification of inability to provide services.

B) Safety of the Person.

If the Lead Agency or other Financially Responsible Agency has sufficient reason to believe that the safety or well-being of a person receiving services may be endangered by actions of the Provider, its agent and/or employees, the Lead Agency or other Financially Responsible Agency may require that the Provider immediately terminate providing services to the person. The Lead Agency or other Financially Responsible Agency may also remove the person from the care of the Provider. These actions may be taken forthwith and may continue for such a period as is reasonably necessary for the Lead Agency or other Financially Responsible Agency to determine that the safety and well-being of the person has been assured. If it is determined that the safety and well-being of the person will remain in jeopardy, the Financially Responsible Agency may terminate the MMIS Service Agreement for a specific individual. No payments shall be made for the period during which services are suspended or terminated. In the event of such suspension or termination, the Provider shall be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed.

C) Notice of Discharge/Termination.

The Provider agrees to give at least a 30-day written notice to the Financially Responsible Agency, the person to be discharged, and the person's responsible party or legal representative whenever the Provider proposes to discharge or terminate service(s) to a person who has received services, unless other legal requirements impose a longer notice period, in which case the longer notice period applies. This notice of action must include the specific grounds for termination and document attempts to address those reasons with the Financially Responsible Agency. The Provider shall not terminate services or discharge a person before giving such notice or before the proposed date unless delay would seriously endanger the health, safety, or well-being of the person or others. This includes the provider terminating service(s) to a person because of non-payment of an EW Waiver Obligation or Medical Assistance Spenddown.

D) Written Procedures.

The Provider agrees to establish and provide to the Lead Agency and Financially Responsible Agencies written procedures for terminating services to a person. The written procedures shall include provision for notification of the case manager, the person to be discharged, and the person's responsible party or legal representative. The written procedures shall state that the Provider will assist the Financially Responsible Agency to ensure a smooth transition to other services. A written summary of information and transfer of records will be included in the procedures.

8. PROVIDER QUALIFICATIONS AND TRAINING

- A) The Provider agrees to use only qualified personnel to provide any Purchased Services. If licensing or certification is a necessary prerequisite for provision of services, the Provider shall ensure that personnel are properly licensed or certified and meet standards described in the applicable federally-approved state waiver plans.
- B) The Provider agrees to provide or arrange for staff training as required in Minnesota Statutes and Minnesota Rules, in compliance with training requirements under Minnesota waiver plans and as specified in the respective individual plan of each person served under this Contract, or if the Financially Responsible Agency has additional training requirements as per the individual support plan. A copy of the staff-training plan shall be provided to the Lead Agency and to other persons as requested. Upon Lead Agency or Financially Responsible Agency's request, the Provider shall provide a copy of records that show that the training plan has been implemented.
- C) The Provider agrees to maintain at all times during the term of this Contract a process whereby its current and prospective employees and volunteers, who will have direct contact with persons served by the program or its services, will consent to a background study under Minnesota Statutes, Chapter 245C. The Provider agrees to ensure that employees and volunteers who have direct contact with persons served by its program or services are supervised or removed from direct contact to access to persons receiving its services as required under Minnesota Statutes, Chapter 245C.13.
- D) All persons 18 years and older under this current contract categorically fall under the definition of Vulnerable Adults as defined in Minnesota Statutes, section 626.5572. Providers must follow all reporting requirements as defined in Minnesota Statutes, section 626.557. Providers must also show that staff training is completed in the areas that must be reported, local common entry point contacts, and follow-up within the Provider agency.
- E) Providers who provide services to persons under the age of 18 must comply with the Maltreatment of Minors reporting requirements as defined in Minnesota Statutes, section 626.556.

9. STANDARDS AND LICENSES

- A) The Provider represents that it is and will remain qualified and licensed to provide the Purchased Services in accordance with the applicable provisions of Minnesota Rules, Minnesota Statutes, federally-approved Minnesota state waiver plans, and during the term of this Contract.
- B) The Provider agrees to inform the Lead Agency or other Financially Responsible Agency who has authorized services under this contract of the following within five (5) business days after occurrence:
 - 1) Any changes in licensure status and/or any reported warning to suspend or revoke licensure status.
 - 2) Any allegations and/or investigation by a government agency of fraud or criminal wrongdoing.
 - 3) Any federal exclusion of an individual or entity as described in Section 11 of this Contract or any conviction that could result in a federal exclusion.
- C) The Provider agrees to comply with all federal, state, county and local laws, regulations, ordinances, rules, and certifications as pertaining to the facilities, programs, and staff for which the Provider in the performance of its obligations under the Contract is responsible during the term of this Contract. This will include, but will not be limited to, current health, fire marshal, and program licenses, zoning standards, licensing and certification of staff when required under state or federal authority, insurance coverage, and all other applicable laws, regulations, ordinances, rules, and certifications that are effective, or will become effective, during the period of this Contract.
- D) During the term of this Contract, the Provider agrees to comply with all applicable state licensing standards, all applicable accreditation standards, and any other standards or criteria established by the State to ensure quality service.

- 1) Failure to meet such standards may be cause for termination of this Contract. Notwithstanding any other provision of this Contract, such termination may be effective as of the date of such failure.
 - 2) Loss of any applicable license by the Provider shall be cause for termination of this Contract. Notwithstanding any other provision of this Contract, such termination shall be effective as of the date of such loss.
- E) The Provider agrees to provide the Lead Agency or other Financially Responsible Agency, upon written request, copies of program review surveys or summaries, which may include reports from the Minnesota Department of Human Services or the Minnesota Department of Health, and/or Medicare surveys or summaries, when complete.
- F) The Provider agrees to comply with the U.S. Department of Health and Human Services' Policy Guidance Document entitled "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons". For Medical Assistance-funded services, interpreter costs shall be billed to Medical Assistance. Interpreter costs for non-Medical Assistance services shall be the financial responsibility of the Provider.
- G) In the event that there is a revision of federal regulations, which make services provided under the terms of this Contract or any portion thereof ineligible for federal financial participation, all parties will review the Contract and renegotiate those items necessary to bring the Contract into compliance with the new federal regulations. Refusal to review the Contract within seven (7) calendar days of receipt of a written request to bring the Contract into compliance, or failure to cooperate in good faith, shall be cause for termination of this Contract as of the date when the Contract is out of compliance for purposes of federal financial participation.
- H) In the event that there is a revision of federal, state, or local statutes, rules or other laws, or the federally-approved state waiver language, which make the performance of this Contract or any portion thereof unlawful, all parties will review the Contract and renegotiate those items necessary to bring the Contract into compliance with the law. Refusal to review the Contract within seven (7) calendar days of receipt of a written request to bring the Contract into compliance, or failure to cooperate in good faith, shall be cause for termination of this Contract as of the date when the Contract is out of compliance.

10. RECORD DISCLOSURES

The Provider shall:

- A) Allow personnel of the Lead Agency or other Financially Responsible Agency accessing the contract, the Minnesota Department of Human Services and/or the Minnesota Department of Health, the Minnesota Medicaid Fraud Control Unit of the Attorney General's Office, the State Auditor's Office, and the U.S. Department of Health and Human Services access to the Provider's facility and records and permit any of the foregoing agencies or entities to copy the Provider's program and fiscal records at reasonable hours to exercise their responsibility to monitor Purchased Services.
- B) Maintain all records pertaining to this Contract at Thomas Allen Incorporated., 1550 Humboldt Ave, W. St. Paul, MN 55118 for six (6) years for audit purposes in accordance with Minnesota Statutes, section 16C.05, subdivision 5. All books, records, documents and accounting procedures and practices of the Provider that are relevant to this Contract are subject to examination by the Lead Agency or the Financially Responsible Agency accessing the contract, the Department, the U.S. Department of Health and Human Services, and either the Legislative Auditor or State Auditor, as appropriate, for a minimum of six (6) years. The Provider shall promptly notify the Lead Agency in writing of any changes in the location where its records related to this Contract are stored or maintained.
- C) Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, and maintenance of health service records for services rendered to persons.

11. AUDIT, REPORTS AND EVALUATIONS

- A) The Lead Agency shall establish procedures and timelines to monitor and evaluate the Provider's performance under this Contract. Lead Agency procedures for monitoring and evaluating may include, but are not limited to, on-site visits to the Provider's facility; review of personnel files; review of the Provider's financial, statistical and program records; review of reports and data supplied by the Provider at the Lead Agency's request; and expense budgets.
- B) The Provider shall provide the Lead Agency with reports as the Lead Agency may from time to time reasonably require, including but not limited to, the following: ***[Please check the applicable box(es) below and have both parties mark their initials next to those that apply.]***
- 1) ☐ **Audit:** While no independent audit is required, if the Provider has had an independent audit or audit review done, the Provider will make available to the Lead Agency, within thirty (30) calendar days of the Lead Agency's written request, a copy of any completed independent audit and auditor's management letter or completed audit review.
 - 2) ☐ **Physician Orders** that include orders for the types of services provided, as required in the Disability Services Program Manual (DSPM) and the Minnesota Health Care Programs (MHCP) Provider Manual, as applicable.
 - 3) ☐ A written **Program and Statistical Report** in a form approved or provided by the Lead Agency within thirty (30) calendar days of the end of each quarter.
 - 4) ☐ **Revenue and Expense Report** (also known as an Income Statement or Profit and Loss Statement) to be submitted ☐ Quarterly or ☐ Monthly or ☐ Annually or ☐ Upon contract renewal, within thirty (30) calendar days after the end of each period, unless otherwise indicated by the Lead Agency.
 - 5) ☐ **Balance Sheet** to be submitted ☐ Quarterly or ☐ Monthly or ☐ Annually or ☐ Upon contract renewal, within thirty (30) calendar days after the end of each period, unless otherwise indicated by the Lead Agency.
 - 6) ☐ **Expense Budget** ☐ Site-specific ☐ Program-specific, to be submitted ☐ Quarterly or ☐ Monthly or ☐ Annually or ☐ Upon contract renewal, within thirty (30) calendar days after the end of each period, unless otherwise indicated by the Lead Agency.
 - 7) ☐ Other: _____
- C) If the collection of fees is delegated to the Provider, the Provider agrees to provide the Lead Agency or other Financially Responsible Agency with information about the fees collected and the fee source.
- D) The Provider shall, upon reasonable notice, meet with Lead Agency personnel to assist the Lead Agency in evaluating Purchased Services outcomes.
- E) The Provider shall develop procedures for monitoring and evaluating the achievement of goals and objectives identified in the community support plan and shall submit progress reports at least annually for each person or as identified in the community support plan. The Provider agrees to develop reports that will contain sufficient specificity to enable the Lead Agency or Financially Responsible Agency to monitor and evaluate the person's achievement of goals and objectives stated in the person's community support plan.
- F) If applicable, the Provider shall provide quarterly incident reports for persons under public guardianship to the Financially Responsible Agency case manager, the person, and the person's legal representative.
- G) The Provider shall provide the Lead Agency or other Financially Responsible Agency authorizing services under this contract, with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as requested by the Lead Agency or other Financially Responsible Agency, to verify that the present and subsequent services are being rendered by competent, trained, qualified, and properly licensed or certified personnel as described in the Disability Services Program Manual (DSPM) and the Minnesota Health Care Programs (MHCP) Provider Manual, as applicable.

- H) The Provider shall ensure that neither it nor any of its owners, managers, or employees or its subcontractors; nor the owners, managers, or employees of the subcontractors assigned to provide services pursuant to this Contract have been debarred or excluded from Medicaid or any other federally-funded health care program under the provisions of the Social Security Act, 42 USC 1320a-7. If the Provider learns of any such debarment or exclusion, the Provider shall immediately notify the Lead Agency and Financially Responsible Agency authorizing services under this contract in writing and immediately take steps to stop the debarred or excluded individual from performing further services under this Contract

12. SAFEGUARD OF INFORMATION

- A) The Provider agrees to comply with the terms of Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act, and all other applicable Minnesota laws, in handling all data related to this Contract. In addition, the Provider agrees to comply with all applicable federal privacy laws.
- B) The business director/owner _____ or his/her successor _____ shall be the designated authority in charge of all data collected, used, or disseminated by the Provider in connection with the performance of this Contract in compliance with the Minnesota Government Data Practices Act, Chapter 13.
- C) The Financially Responsible Agency shall ensure that a joint Release of Information document is completed prior to providing private information to the Provider in accordance with Minnesota Rules, Parts 1205.0100 to 1205.2000.
- D) The Lead Agency and other Financially Responsible Agencies are covered entities under the Health Insurance Portability and Accountability Act (HIPAA). To the extent that the Provider performs a function or activity involving the use of “protected health information” (Code of Federal Regulations, Title 45, section 164.501), on behalf of the Lead Agency and other Financially Responsible Agencies, including, but not limited to, providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; repricing; or otherwise provided by 45 CFR, section 160.103, the Provider shall comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR, parts 160-164), (collectively referred to as “HIPAA”), and all applicable requirements.

INSERT DESIGNEE’S NAME

- E) The Provider agrees to defend, indemnify, and hold harmless the Lead Agency and other Financially Responsible Agencies authorizing services under this contract, its agents, officers, and employees from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act or HIPAA, including any legal fees or disbursements paid or incurred to enforce the provision of this article of the Contract.

13. EQUAL EMPLOYMENT OPPORTUNITY, CIVIL RIGHTS AND NON-DISCRIMINATION

- A) The Provider agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973 as amended by Section 504; Minnesota Statutes, section 363A.02; and all applicable federal and state laws, rules, regulations and orders prohibiting discrimination in employment, facilities and services. The Provider shall not discriminate in employment, facilities, and in the rendering of Purchased Services hereunder on the basis of race, color, religion, age, gender, sexual orientation, disability, marital status, public assistance status, creed, or national origin.

- B) To the extent applicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363A.36. This section applies only if the Contract is for more than \$100,000 and the Provider has employed 40 or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.
- C) It is the Financially Responsible Agency accessing services under this contract or Lead Agency's policy that all Providers desiring to do business with the Financially Responsible Agency or Lead Agency adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that Providers do not unlawfully discriminate in any condition of employment on the basis of race, color, gender, sexual orientation, religion, national origin, age or disability, but that they also take affirmative action to ensure positive progress in Equal Opportunity Employment.

14. FAIR HEARING AND GRIEVANCE PROCEDURES

- A) The Financially Responsible Agency is responsible to refer a person's request for a fair hearing and grievance procedure to the Department in conformance with Minnesota Statutes, section 256.045 and in conjunction with the Fair Hearing and Grievance Procedures established by the administrative rules of the Department.
- B) The Financially Responsible Agency will advise applicants and eligible persons of their rights to a fair hearing in the appeal process, including, but not limited to, their right to appeal a denial or exclusion from the program or failure to recognize an eligible person's choice of service and of his or her rights to a fair hearing in these respects.

15. BONDING, INDEMNITY, INSURANCE AND AUDIT CLAUSE

- A) **Bonding:** The Provider will be required to maintain at all times, during the term of this Contract, a fidelity bond or insurance coverage for employee dishonesty with a minimum amount of \$_____ covering the activity of each person authorized to receive or distribute monies under the term of this Contract. A copy of the Provider's bond or insurance certificate shall be delivered to the Lead Agency at the beginning of this Contract term and on an annual basis thereafter.
- B) **Indemnity:** The Provider agrees that it will at all times defend, indemnify, and hold harmless, the Department of Human Services and the Lead Agency or Financially Responsible Agency against any and all liability, loss, damages, costs and expenses which the Department, Financially Responsible Agency, or Lead Agency may hereafter sustain, incur, or be required to pay:
 - 1) By reason of any applicant or eligible person suffering bodily or personal injury, death, or property loss or damage either while participating in or receiving the care and services to be furnished under this Contract, or while on premises owned, leased, or operated by the Provider, or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for by the Provider or any officer, agent, or employee thereof; or
 - 2) By reason of any applicant or eligible person causing injury to, or damage to, the property of another person, during any time when the Provider or any officer, agent, or employee thereof has undertaken or is furnishing the care and services called for under this Contract; or
 - 3) By reason of any negligent act or omission or intentional act of the Provider, its agents, officers, or employees which causes bodily injury, death, personal injury, property loss, or damage to another during the performance of Purchased Services under this Contract.
- C) **Insurance:** The Provider further agrees, in order to protect itself as well as the Department, the Lead Agency, and other Financially Responsible Agencies under the indemnity contract provision set forth above, it will at all times during the term of the Contract, and beyond such term when so required, have and keep in force a general liability insurance policy. Adult family foster care providers and child family foster care providers who are covered by the DHS-purchased liability policy for these providers are exempt from this insurance requirement as long as the DHS-purchased insurance is in force.

- D) The Provider will make a good-faith effort to purchase occurrence-based liability insurance. If the Provider cannot afford or find an occurrence-based liability policy, the Provider may substitute a claims-made liability policy at the same coverage levels required in Paragraph 15.E and with extended reporting-period coverage for at least one full year following the end of the term of the claims-made policy.
- E) This liability insurance policy will meet the limits as shown below or be equal to the tort liability limits under Minnesota Statutes, section 3.736, subdivision 4, whichever is greater:
 - 1) Effective January 1, 2008: Four Hundred Thousand Dollars (\$400,000) for bodily injury or property damage to any one person and One Million Two Hundred Thousand Dollars (\$1,200,000) for total injuries or damages arising from any one occurrence.
 - 2) Effective July 1, 2009: Five Hundred Thousand Dollars (\$500,000) for bodily injury or property damage to any one person and One Million Five Hundred Thousand Dollars (\$1,500,000) for total injuries or damages arising from any one occurrence.
- F) The Department of Human Services, Lead Agency, and Financially Responsible Agency must all be listed as additional insured, and the Lead Agency shall be sent a current certificate of insurance on an annual basis. The certificate must show that the Lead Agency will receive thirty (30) calendar days' prior written notice in the event of cancellation, nonrenewal, or material change in the described policy.
- G) If the Provider is unable to obtain the required insurance coverage, or if the coverage is cancelled during the term of this Agreement, the Provider must notify the Lead Agency contract manager (or the contract manager's designee) by telephone or e-mail the same business day as the Provider receives notice of cancellation or inability to obtain coverage. The Provider shall also provide written notice to the Lead Agency contract manager within five (5) business days. The Provider shall make immediate good faith efforts to obtain or replace the coverage in the open market. If such efforts are unsuccessful, the Provider shall apply to the Minnesota Joint Underwriting Association for the insurance coverage. Failure to maintain required insurance coverage shall be considered an event of default pursuant to this Agreement.
- H) The Provider must also maintain worker's compensation insurance per Minnesota statutory requirements. If applicable, the Provider must also maintain professional liability insurance with a minimum aggregate amount of \$1,000,000.

16. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A) The Provider agrees to inform the Lead Agency within ten (10) business days of changes in its address, ownership, organizational structure, board of director membership, and/or chief operating officers.
- B) The Provider will also inform the Financially Responsible Agency within ten (10) business days of any reductions in staffing levels or in staff qualifications that affect the person's health and safety, result in loss of needed expertise to meet the person's care requirements, or result in overpayment for Purchased Services; or such instances where the Provider is no longer able to deliver the agreed services prior to the effective date or during the term of this Contract.
- C) It is understood and agreed that in the event funding to the Financially Responsible Agency from state and federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Service for an individual, the obligations of each party hereunder shall be terminated.
- D) Before the end date of the Contract period, as specified in the recitals to this Contract, the Lead Agency may evaluate the contract performance of the Provider and determine whether such performance merits renewal of this Contract. No automatic renewals are permitted. Any agreement to renew this Contract shall be in writing and must be signed by authorized representatives of the parties.
- E) The Financially Responsible Agency will reimburse the Provider only for services specified in this Contract that have been authorized and delivered.
- F) If the Financially Responsible Agency or Lead Agency determines that funds are not being administered

in accordance with the approved service plan and budget or that services are not being properly provided according to the terms of this Contract, the Lead Agency may terminate this Contract for cause after notice has been provided to the Provider or the Provider's designated representative, according to Section 21 of this Contract.

17. SUBCONTRACTING

- A) The Provider shall not enter into subcontracts for performance of any of the services contemplated under this Contract nor assign any interest in the Contract without the prior written approval of the Lead Agency and subject to such provisions as the Lead Agency may, in its sole discretion, deem necessary.
- B) All subcontracts must contain provisions that make all Subcontractors subject to all of the requirements of this Contract.
- C) The Provider must ensure that any and all subcontracts to provide services under this Contract contain the same language appearing in under Section 26 below, "Department of Human Services as Third-Party Beneficiary."
- D) Notwithstanding the Lead Agency's approval of any subcontract, the Provider agrees that it will be responsible for ensuring that the performance of any Subcontractor is in compliance with the subcontract, this Contract, and Minnesota Rules, part 9525.1870, subpart 3.

18. INDEPENDENT CONTRACTOR

- A) Nothing contained in this Contract is intended or should be construed as creating the relationship of copartners or joint ventures with the Lead Agency or other Financially Responsible Agency or the Department. The Provider is to be and shall remain an independent contractor with respect to all services performed under this Contract.
- B) The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Contract.
 - 1) Any and all personnel of the Provider or other individuals, while engaged in the performance of any work or services required by the Provider under this Contract shall have no contractual relationship with the Lead Agency or other Financially Responsible Agency and shall not be considered employees of the Lead Agency or other Financially Responsible Agency.
 - 2) All claims that may or might arise under the Minnesota Unemployment Insurance Law in Minnesota Statutes, Chapter 268 or the Workers' Compensation Act in Minnesota Statutes, Chapter 176 on behalf of said personnel arising out of employment or alleged employment, including without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees, shall in no way be the responsibility of the Lead Agency or other Financially Responsible Agency.
 - 3) The Provider shall defend, indemnify, and hold the Lead Agency and other Financially Responsible Agencies, their officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court.
 - 4) Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the Lead Agency or other Financially Responsible Agency, including without limitation tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment insurance, disability, severance pay, and Public Employees' Retirement Association.

19. DISCLOSURE

- A) The Provider agrees to make such disclosures of ownership and control information to the Lead Agency as is required by 42 CFR, sections 455.100 to 455.106.

20. DEFAULT

- A) Unforeseeable Acts or Events (Force Majeure):** Neither party shall be liable to the other party for any loss or damage resulting from a delay nor failure to perform due to unforeseeable acts or events outside the defaulting party's reasonable control, providing the defaulting party gives notice to the other party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.
- B) Changes in Policy or Staff:** The Lead Agency reserves the right to terminate this Contract on ten (10) business days' written notice if the following changes are proposed or have been implemented:
- 1) Reductions in staffing levels that affect the health or safety of the person or that result in loss of needed expertise, or
 - 2) Such instances where the Provider, in the Lead Agency's sole discretion, is no longer able to deliver the services agreed to prior to the effective date or during the term of this Contract.
- C) Default by Provider:** Unless cured or excused under paragraph 20 (A) or Lead Agency or other Financially Responsible Agency default, each of the following shall constitute default on the part of the Provider:
- 1) A written admission by the Provider that it is bankrupt; the filing by the Provider of a voluntary petition under the Federal Bankruptcy Act; or the filing of an involuntary petition under the Federal Bankruptcy Act against the Provider unless dismissed within ninety (90) calendar days. The Notice of Default and cure provisions of this Contract do not apply to this paragraph.
 - 2) The making of any arrangement with or for the benefit of the Provider's creditors involving an assignment to a trustee, receiver, or similar fiduciary. The Notice of Default and cure provisions do not apply to this paragraph.
 - 3) Making material misrepresentations either in the documents attached to this Contract or in any other material provision or condition relied upon in the making of this Contract.
 - 4) The Provider disregards laws, ordinances, rules, regulations or orders of any public authority.
 - 5) Failure to perform any other material provision of this Contract.
- D) Default by Lead Agency or Other Financially Responsible Agency:** Unless cured or excused by the provision in paragraph 20(A) on Provider default, each of the following shall constitute default on the part of the Lead Agency or other Financially Responsible Agency:
- 1) Making material misrepresentation either in the attached attachments and documents or in any material provision or condition relied upon in making of this Contract.
 - 2) Failure to perform any other material provision of this Contract.
- E) Written Notice of Default:** Unless a different procedure and/or effective date is provided within the specific article or paragraph of this Contract under which the default, failure, or breach occurs, no event shall constitute a default giving rise to the right to terminate unless and until written Notice of Default is given to the defaulting party, specifying the particular event, series of events, or failure constituting the default and cure period.
- F) Cure Period:** If the party in default fails to cure the specified circumstances as described by the Notice of Default within ten (10) business days, or such additional times as may be specified under the terms of this Contract, then the whole or any part of this Contract may be terminated by the non-defaulting party by giving written Notice of Termination to the defaulting party as provided in Section 21 of this Contract.

21. TERMINATION OF CONTRACT

A) With or Without Cause:

This Contract may be terminated without cause by either party upon thirty (30) calendar day's written notice to the other party. Either party may terminate this Contract for cause by giving ten (10) business days written notice of its intent to terminate to the other party unless the other party cures the default within the 10-day period. Notwithstanding the foregoing, termination based on noncompliance with Section 16, Conditions of the Parties' Obligations, shall occur on the date provided in the written Notice of Termination.

B) Termination by Lead Agency - Lack of Funding:

Notwithstanding any provision of this Contract to the contrary, the Lead Agency may **immediately terminate** this Contract if it does not obtain funding from the Minnesota Legislature, Minnesota agencies, or other funding sources, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Contract. The Lead Agency or other Financially Responsible Agency is not obligated to pay for any services performed by Provider after written Notice of Termination for lack of funding is sent to the Provider. The Lead Agency or other Financially Responsible Agency will not be assessed any penalty or damages if the Contract is terminated due to lack of funding.

C) Written Notice of Termination:

Notice of Termination shall be made by certified mail or personal delivery to the authorized agent of the party. Notice is deemed effective upon deposit of written notice in the United States Mail, postage pre-paid and addressed to the party authorized to receive notice, as provided in Section 28 of this Contract.

D) Duties of Provider Upon Termination:

Upon receipt of a Notice of Termination, and except as otherwise provided, the Provider shall:

- 1) Discontinue performance of this Contract on the date and to the extent specified in the Notice of Termination.
- 2) Immediately notify all persons who are receiving services pursuant to this Contract.
- 3) Cancel all orders and subcontracts to the extent that they relate to the performances canceled by the Notice of Termination.
- 4) Complete performance of such terms as shall not have been canceled by the Notice of Termination.
- 5) Submit a final invoice for services provided prior to termination, within thirty (30) calendar days of the date of termination.
- 6) Retain the records of the person for at least five years following the termination of services (Minnesota Statutes, section 245B.07, subdivision 3 and Minnesota Rules, part 9505.2190.)
- 7) Transfer the person's records to the new Provider of services and work cooperatively with the new Provider until a smooth transition is made.

E) Duties of Lead Agency or Other Financially Responsible Agency Upon Termination:

Upon receipt of a Notice of Termination, and except as otherwise provided, the Lead Agency or other Financially Responsible Agency:

- 1) Shall not be liable for any services provided after the date of the Notice of Termination, except as stated above or as authorized by the Lead Agency or other Financially Responsible Agency in writing.
- 2) Shall, within thirty (30) calendar days of receipt of a final invoice, make final payment for any services satisfactorily provided up through the date of termination in accordance with the terms of this Contract.

F) Effect of Termination:

Termination of this Contract shall not discharge any liability, responsibility or right of any party that arises from the performance of or failure to perform the terms of this Contract adequately prior to the effective date of termination.

22. CONTRACT RIGHTS & REMEDIES

A) Cumulative Rights:

All remedies available to either party under the terms of this Contract or by law are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

B) Waiver:

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Contract shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representatives of the Lead Agency and the Provider.

C) Damages

- 1) **Duty to Mitigate:** Both parties shall use their best efforts to mitigate any damages that might be suffered by reason of any event giving rise to a remedy hereunder.
- 2) **Breach:** Notwithstanding any other provision of this Contract to the contrary, upon breach of this Contract by the Provider, the Lead Agency or other Financially Responsible Agency may withhold final payment due the Provider until such time as the exact amount of damages due is determined.

23. CONTRACT ADDITIONS OR MODIFICATIONS

A) Addendum: Any addition(s) made to the terms of this Contract must be in writing and will not be effective until it has been either (1) executed or approved by the same parties, or their successors in office, who executed and approved the original Contract, or (2) executed and approved by persons designated by the parties to this contract.

- 1) Any additional provisions that limit or restrict a person's choice or access to services shall be considered invalid.

B) Amendments: Any amendment(s) or change(s) made to the terms of this Contract must be in writing and will not be effective until it has been either (1) executed or approved by the same parties, or their successors in office, who executed and approved the original Contract, or (2) executed and approved by persons designated by the parties to this contract.

C) Assigned Designees: The designees allowed to execute and approve addendums and/or amendments are identified as:

LEAD AGENCY DESIGNEE

and

PROVIDER DESIGNEE

D) Contract Complete: This Contract contains all negotiations and agreements between the Lead Agency and the Provider. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

24. SEVERABILITY

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

25. EXTENSION CLAUSE

- A) The parties further understand and agree that this Contract shall be automatically extended for an additional period up to ninety (90) calendar days from the end date of this Contract in the event that a new contract between the parties is desired but not entered into prior to the expiration date contained in this Contract. The purpose of this extension is to ensure the existence of an uninterrupted contract in the event that a new contract is desired but is unable to be signed by the parties prior to the expiration date of this Contract. In the event that this Contract is extended pursuant to this clause, any change in fees contained in the subsequent contract may be made retroactive to the expiration date of this Contract, by mutual agreement of the parties.

26. DEPARTMENT OF HUMAN SERVICES AS THIRD-PARTY BENEFICIARY

- A) The Provider acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary, and as a third-party beneficiary, is an affected party under this contract. The Provider specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to take any appropriate administrative action or sue the Provider for any appropriate relief in law or equity, including but not limited to, rescission, damages, or specific performance, of all or any part of the contract between the Lead Agency board and the Provider. The Provider specifically acknowledges that the Lead Agency board and the Minnesota Department of Human Services are entitled to and may recover from the Provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the contract or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity. Minnesota Rules, part 9525.1870, subpart 2.

27. MERGER

- A) **Entire Contract:** It is understood and agreed that the entire contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous contracts presently in effect between the Provider and any Lead Agency relating to the subject matter hereof.

28. NOTICE

- A) **Notice Given Under this Contract:**

All notices given by either party to the other party under this Contract shall be delivered to the following representative of the other party, or his/her successor:

- 1) To the Lead Agency: Notices shall be addressed to Chisago County Health & Human Services, 313 N Main ST, Rm 230, Center City, MN 55012.
- 2) To the Provider: Notices shall be addressed to Thomas Allen Inc. Administrator, 1550 Humboldt Ave, W St Paul, MN 55118.
- 3) Each party shall promptly notify the other party in writing of any changes in its designation of the person and location listed in this Section.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Signature Page

IN WITNESS WHEREOF, (Lead Agency) and the Provider have executed this Contract as of the day and year first written above:

The Provider, having signed this contract, and the _____ Lead Agency Board and/or Council having duly approved this Contract on _____, and pursuant to such approval and the proper Lead Agency officials having signed this Contract, the parties hereto agree to be bound by the provisions herein set forth. Minnesota Statutes 256.0112.

LEAD AGENCY OF

State of Minnesota

LEAD AGENCY BOARD AND/OR COUNCIL

BY:

CHAIRPERSON OF THE LEAD AGENCY BOARD AND/OR COUNCIL

DATED:

BUSINESS NAME

DOING BUSINESS AS

BY:

DATED:

ATTESTED TO:

BY:

LEAD AGENCY ADMINISTRATOR AND/OR DIRECTOR

DATED:

APPROVED AS TO LEGALITY AND FORM:

BY:



LEAD AGENCY ATTORNEY

DATED:

09/27/2023

Attachments

- A) The following list of documents herein referred to as “Attachments.” There may be amendments that address changes or addenda that address additions to the terms of this Contract. All properly executed attachments are incorporated by reference and are deemed a part of this Contract:

Attachment Number	Title of Document to be Attached	Number of Pages
1) Attachment A:	“Purchased Services” for Disability Waivers	1
2) Attachment B:	“Purchased Services” for Elderly Waiver (EW) and Alternative Care (AC)	1
3) Attachment <u> C </u> :	Rate Sheet	1
4) Attachment _____:	_____	_____
5) Attachment _____:	_____	_____
6) Attachment _____:	_____	_____
7) Attachment _____:	_____	_____
8) Attachment _____:	_____	_____
9) Attachment _____:	_____	_____
10) Attachment _____:	_____	_____

Purchased Services

Home and community-based services administered under the following waivers: Community Alternative Care (CAC), Community Alternatives for Disabled Individuals (CADI), Development Disabilities or Related Conditions (DD), and Brain Injury (BI).

The following are services that the Provider agrees to provide for eligible persons under contract. Descriptions for such services can be found in the Disability Services Program Manual (DSPM). ***[Please check and have both parties mark their initials next to those that apply.]***

☐ 24-Hour Emergency Assistance	☐ Family Training and Counseling
☐ Adult Companion	☐ Foster Care
☐ Adult Day Care	☐ Home Delivered Meals
☐ Adult Day Care Bath	☐ Homemaker
☐ Assistive Technology	☐ Housing Access Coordination
☐ Behavioral Programming	☐ In-Home Family Support
☐ Caregiver Living Expenses	☐ Independent Living Skills Therapies
☐ Caregiver Training and Education	☐ Independent Living Skills Training
☐ Case Management	☐ Night Supervision
☐ Case Management aide	☐ Personal Support
☐ Chore	☐ Prevocational Services
☐ Consumer Directed Community Supports	☐ Residential Care
☐ Consumer Training and Education	☐ Respite
☐ Crisis Respite	☐ Specialist Services
☐ Customized Living	☐ Specialized Supplies and Equipment
☐ Customized Living 24 Hour	☐ Structured Day Program
☐ Day Training and Habilitation	☐ Supported Employment
☐ Environmental Accessibility and Adaptations	☐ Supported Living Services
☐ Extended Home Care (home health care, personal care assistance, and private duty nursing)	☐ Transitional Services
	☐ Transportation

(If there are other services to be provided that are not listed above, check and describe the services below.)

☐ Other:
☐ Other:
☐ Other:

Purchased Services

Home and community-based services administered under the Elderly Waiver (EW) and Alternative Care (AC) program.

The following are services that the Provider agrees to provide for eligible persons under contract. Descriptions for such services can be found in the Minnesota Health Care Programs (MHCP) Provider Manual, The Elderly Waiver and Alternative Care chapter. ***[Please check and have both parties mark their initials next to those that apply.]***

☐ 24-Hour Customized Living	☐ Home Delivered Meals
☐ Adult Day Services	☐ Home Health Aide Services
☐ Adult Day Services Bath	☐ Home Health Services
☐ Adult Companion Services	☐ Homemaker Services
☐ Adult Foster Care	☐ Nutrition Services (AC Program Only)
☐ Case Management	☐ Personal Care Assistance Services
☐ Case Management Aide	☐ Professional Nursing Services
☐ Chore Services	☐ Residential Care Services
☐ Consumer Directed Community Supports (CDCS)	☐ Respite Care
☐ Customized Living	☐ Specialized Supplies and Equipment
☐ Environmental Accessibility Adaptations	☐ Personal Emergency Response Systems (PERS)
☐ Family Adult Day Services (FADS)	☐ Transitional Services
☐ Family and Caregiver Training and Education	☐ Transportation

(If there are other services to be provided that are not listed above, check and describe the services below.)

☐ Other:
☐ Other:
☐ Other:
☐ Other:

Chisago County Rate Sheet**Provider: Thomas Allen, Inc. effective 7/1/20**

‘X’ services provided	Services	Procedure Code	Units	Contract Rate	Programs
X	Case Management	T1016	15 minutes	\$24.47	CAC, CADI, BI
X	Case Management	T1016	15 minutes	\$23.19	DD
X	Case Management	T1016	15 minutes	\$25.46	EW
X	Case Management	T1016	15 minutes	\$25.46	AC

Chisago County Request for Board Action

Meeting Date: October 4, 2023	Item Number: 4
Title of Item for Consideration: AXON Enterprise Payment Invoice	
Action Requested by: Robert Benson, Health & Human Services Director	Department: Health & Human Services
Previous Action on this Matter: None	
Background: Chisago County Health and Human services is continuing work on a new supervised Child visitation room, and the forensic interview room for child maltreatment investigations, Health and Human Services has asked Axon to provide assistance with technology for the forensic interview and control room. Axon is the Provider of the body Camera's that are used by the Chisago County Sheriffs Office. Attachment(s): Axon Enterprise, Inc. Invoice	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the AXON Enterprise payment invoice. The following motion is suggested: <i>“Move to approve the Axon Enterprise payment Invoice”.</i>	
Implications of Action: Approval of the request will provide a friendly environment for parents or caretakers to visit their children while providing a safer place for staff to supervise those visits, having this technology in our interview room will allow us to easily and securely, share the interviews with law enforcement and the Attorney's Office as necessary. Budget/Financial Implications: The budget will be partially fulfilled by a CIP Request that was previously approved for \$40,000, 2024 payment will be covered, and 2025, and the differences being paid out over the next 5 years. Legal/Policy Implications: The Proposed activities are in compliance with all applicable state and federal regulations and County policies and procedures.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-504889-45155.669MB

Issued: 08/17/2023

Quote Expiration: 08/31/2023

Estimated Contract Start Date: 02/01/2024

Account Number: 543157

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Chisago County Social Services 313 N Main St Center City, MN 55012-7698 USA	Chisago County Social Services 313 N Main St Center City MN 55012-7698 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matthew Bowman Phone: Email: mbowman@axon.com Fax:	Christine Johnson Phone: Email: christine.johnson@chisagocountymn.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$68,560.37
ESTIMATED TOTAL W/ TAX	\$68,560.37

Discount Summary

Average Savings Per Year	\$2,539.61
TOTAL SAVINGS	\$12,698.03

Payment Summary

Date	Subtotal	Tax	Total
Jan 2024	\$26,838.26	\$0.00	\$26,838.26
Jan 2025	\$9,825.14	\$0.00	\$9,825.14
Jan 2026	\$10,218.15	\$0.00	\$10,218.15
Jan 2027	\$10,626.87	\$0.00	\$10,626.87
Jan 2028	\$11,051.95	\$0.00	\$11,051.95
Total	\$68,560.37	\$0.00	\$68,560.37

Quote Unbundled Price:	\$81,258.40
Quote List Price:	\$73,055.20
Quote Subtotal:	\$68,560.37

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
IR2CA	Interview Room 2 Camera Standard	2	60	\$618.12	\$549.76	\$549.76	\$65,971.20	\$0.00	\$65,971.20
A la Carte Hardware									
50265	INTERVIEW - IO RED LED	1			\$33.33	\$0.00	\$0.00	\$0.00	\$0.00
50267	INTERVIEW - IO MODULE	1			\$564.00	\$0.00	\$0.00	\$0.00	\$0.00
50258	INTERVIEW - IO MODULE CABINET	1			\$346.67	\$346.67	\$346.67	\$0.00	\$346.67
A la Carte Software									
ProLicense	Pro License Bundle	1	60		\$39.00	\$21.13	\$1,267.50	\$0.00	\$1,267.50
BasicLicense	Basic License Bundle	2	60		\$15.00	\$8.13	\$975.00	\$0.00	\$975.00
A la Carte Services									
50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1			\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
100558	ENTERPRISE VIRTUAL SERVICE	1			\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Total							\$68,560.37	\$0.00	\$68,560.37

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
Interview Room 2 Camera Standard	50118	INTERVIEW - MIC - WIRED (STANDARD MIC)	4	01/01/2024
Interview Room 2 Camera Standard	50221	INTERVIEW - SWITCH - 24 PORT POE	1	01/01/2024
Interview Room 2 Camera Standard	50294	INTERVIEW - SERVER - LITE	2	01/01/2024
Interview Room 2 Camera Standard	50298	INTERVIEW - CAMERA - OVERT DOME	4	01/01/2024
Interview Room 2 Camera Standard	50322	INTERVIEW - TOUCH PANEL PRO	2	01/01/2024
Interview Room 2 Camera Standard	74056	INTERVIEW - TOUCH PANEL WALL MOUNT	2	01/01/2024
A la Carte	50258	INTERVIEW - IO MODULE CABINET	1	02/01/2024
A la Carte	50265	INTERVIEW - IO RED LED	1	02/01/2024
A la Carte	50267	INTERVIEW - IO MODULE	1	02/01/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	2	02/01/2024	01/31/2029
Basic License Bundle	73840	EVIDENCE.COM BASIC ACCESS LICENSE	2	02/01/2024	01/31/2029
Interview Room 2 Camera Standard	50037	INTERVIEW - SOFTWARE - CLIENT (PER TOUCH PANEL-PC)	2	02/01/2024	01/31/2029
Interview Room 2 Camera Standard	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	2	02/01/2024	01/31/2029
Interview Room 2 Camera Standard	50041	INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER)	2	02/01/2024	01/31/2029
Interview Room 2 Camera Standard	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	02/01/2024	01/31/2029
Interview Room 2 Camera Standard	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	02/01/2024	01/31/2029
Interview Room 2 Camera Standard	73840	EVIDENCE.COM BASIC ACCESS LICENSE	1	02/01/2024	01/31/2029
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	3	02/01/2024	01/31/2029
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	1	02/01/2024	01/31/2029

Services

Bundle	Item	Description	QTY
Interview Room 2 Camera Standard	85170	INTERVIEW - SERVICE - STANDARD INSTALL AND SETUP (PER ROOM)	2
A la Carte	100558	ENTERPRISE VIRTUAL SERVICE	1
A la Carte	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Interview Room 2 Camera Standard	50448	EXT WARRANTY, INTERVIEW ROOM	2	01/01/2025	01/31/2029

Payment Details

Jan 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
HW Upfront	IR2CA	Interview Room 2 Camera Standard	2	\$17,391.01	\$0.00	\$17,391.01
Year 1	50258	INTERVIEW - IO MODULE CABINET	1	\$64.00	\$0.00	\$64.00
Year 1	50265	INTERVIEW - IO RED LED	1	\$0.00	\$0.00	\$0.00
Year 1	50267	INTERVIEW - IO MODULE	1	\$0.00	\$0.00	\$0.00
Year 1	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1	\$0.00	\$0.00	\$0.00
Year 1	BasicLicense	Basic License Bundle	2	\$180.01	\$0.00	\$180.01
Year 1	IR2CA	Interview Room 2 Camera Standard	2	\$8,969.23	\$0.00	\$8,969.23
Year 1	ProLicense	Pro License Bundle	1	\$234.01	\$0.00	\$234.01
Total				\$26,838.26	\$0.00	\$26,838.26

Feb 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	100558	ENTERPRISE VIRTUAL SERVICE	1	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jan 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	50258	INTERVIEW - IO MODULE CABINET	1	\$66.56	\$0.00	\$66.56
Year 2	50265	INTERVIEW - IO RED LED	1	\$0.00	\$0.00	\$0.00
Year 2	50267	INTERVIEW - IO MODULE	1	\$0.00	\$0.00	\$0.00
Year 2	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1	\$0.00	\$0.00	\$0.00
Year 2	BasicLicense	Basic License Bundle	2	\$187.21	\$0.00	\$187.21
Year 2	IR2CA	Interview Room 2 Camera Standard	2	\$9,327.99	\$0.00	\$9,327.99
Year 2	ProLicense	Pro License Bundle	1	\$243.38	\$0.00	\$243.38
Total				\$9,825.14	\$0.00	\$9,825.14

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	50258	INTERVIEW - IO MODULE CABINET	1	\$69.23	\$0.00	\$69.23
Year 3	50265	INTERVIEW - IO RED LED	1	\$0.00	\$0.00	\$0.00
Year 3	50267	INTERVIEW - IO MODULE	1	\$0.00	\$0.00	\$0.00
Year 3	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1	\$0.00	\$0.00	\$0.00
Year 3	BasicLicense	Basic License Bundle	2	\$194.70	\$0.00	\$194.70
Year 3	IR2CA	Interview Room 2 Camera Standard	2	\$9,701.11	\$0.00	\$9,701.11
Year 3	ProLicense	Pro License Bundle	1	\$253.11	\$0.00	\$253.11
Total				\$10,218.15	\$0.00	\$10,218.15

Jan 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	50258	INTERVIEW - IO MODULE CABINET	1	\$72.00	\$0.00	\$72.00

Jan 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	50265	INTERVIEW - IO RED LED	1	\$0.00	\$0.00	\$0.00
Year 4	50267	INTERVIEW - IO MODULE	1	\$0.00	\$0.00	\$0.00
Year 4	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1	\$0.00	\$0.00	\$0.00
Year 4	BasicLicense	Basic License Bundle	2	\$202.49	\$0.00	\$202.49
Year 4	IR2CA	Interview Room 2 Camera Standard	2	\$10,089.15	\$0.00	\$10,089.15
Year 4	ProLicense	Pro License Bundle	1	\$263.23	\$0.00	\$263.23
Total				\$10,626.87	\$0.00	\$10,626.87

Jan 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	50258	INTERVIEW - IO MODULE CABINET	1	\$74.88	\$0.00	\$74.88
Year 5	50265	INTERVIEW - IO RED LED	1	\$0.00	\$0.00	\$0.00
Year 5	50267	INTERVIEW - IO MODULE	1	\$0.00	\$0.00	\$0.00
Year 5	50430	INTERVIEW - SERVICE - IO MODULE - CABINET - 1 LED INSTALLATI	1	\$0.00	\$0.00	\$0.00
Year 5	BasicLicense	Basic License Bundle	2	\$210.59	\$0.00	\$210.59
Year 5	IR2CA	Interview Room 2 Camera Standard	2	\$10,492.72	\$0.00	\$10,492.72
Year 5	ProLicense	Pro License Bundle	1	\$273.76	\$0.00	\$273.76
Total				\$11,051.95	\$0.00	\$11,051.95

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

8/17/2023





**CHISAGO COUNTY
BOARD OF COMMISSIONERS
October 4, 2023**

TAB # 5

Payment of County's Warrants & Miscellaneous Bills

Bills Paid 10/5/2023 \$876,691.28

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
UNOFFICIAL PROCEEDINGS
Wednesday, September 20, 2023**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, September 20, 2023 at the Chisago County Government Center with the following Commissioners present: Greene, Dunne, Montzka, Dahlberg, Swenson. 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 Greene offered a motion to approve the agenda. Motion seconded by Dunne the motion **passed** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dunne, seconded by Greene, the Board opened the Road and Bridge Committee of the Whole at 6:31 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

The Board was given updates on the current projects of the Public Works Department from Assistant County Engineer Ben Hobert. *No action was taken.*

On motion by Greene, seconded by Dahlberg, the Board moved item 1 to the consent agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dahlberg, seconded by Greene, the Board moved to close the Road and Bridge Committee of the Whole at 6:34 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

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

- 1.) R&B Committee Recommendation – County Engineer’s Report
- 2.) Minutes from the September 6, 2023, County Board Meeting
- 3.) Payment of County’s Warrants and Miscellaneous Bills

Per Minnesota Statutes 375.1, proceedings of the County Board including a list of itemized accounts, claims or demands must be published in the official newspaper. The itemized list of claims is available for public review on the County website at

<https://www.chisagocounty.us/1197/Claims-Paid>. Claims less than \$2,000 are listed as a total dollar amount and notes the number of claims included in the total.

4.) Repurchase of Tax Forfeited Parcels pursuant to 282.241

**RESOLUTION NO. 23/0920-9
REPURCHASE OF TAX FORFEITED PARCELS PURSUANT TO 282.241.**

WHEREAS, Brian Johnson, Larry Johnson and Sandra Scheer, the property owners at the time of forfeiture, have made and filed an application with the County Auditor-Treasurer for the repurchase of the hereinafter described parcel of tax forfeited land, in accordance with the provisions of Minnesota Statutes, Section 282.241, as amended, which land is situated in the County of Chisago, Minnesota, and described as follows, to-wit:

Parcel # 18.00001.00

NORTH 330 FEET OF NORTHEAST ¼ OF NORTHWEST ¼, SECTION 5,
TOWNSHIP 33, RANGE 19

WHEREAS, said applicant has set forth in her application that: taxes were unpaid because an interested buyer couldn't perform within time constraints,

WHEREAS, this Board is of the opinion that undue hardship resulted from the forfeiture and the repurchase will be in the best interest of the public and said applications should be granted for such reasons,

NOW THEREFORE BE IT RESOLVED, that the application of Brian Johnson, Larry Johnson and Sandra Scheer, for the repurchase of the above described parcel of tax forfeited land be granted and the County Auditor-Treasurer is hereby authorized and directed to permit such repurchase according to the provisions of Minnesota Statutes, Section 282.241, as amended.

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

On motion by Greene, seconded by Swenson, the Board moved to acknowledge and accept property owner Kathy Haglof's request of August 18, 2023, to terminate the Commercial Dog Breeding and Training Kennel Conditional Use Permit and remove all affiliated permit conditions from 28768 Olympic Trail, Franconia Township (PID#04.00333.00) as of September 29, 2023. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dahlberg, seconded by Greene, the Board moved to approve Resolution No. 23/0920-1, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Preliminary Plat of Hokanson View located one-third of a mile east of Government Road / CR 57 and approximately 1.1 miles west of the St. Croix River, on the north side of 460th Street in Sunrise Township (PID #09.00523.10).

RESOLUTION NO. 23/0920-1
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO
COUNTY, MINNESOTA, APPROVING THE PRELIMINARY PLAT OF
HOKANSON VIEW

WHEREAS, property owner Kelly Hokanson submitted an application dated received August 1, 2023 and considered complete on August 4, 2023 for the Preliminary Plat of Hokanson View; and

WHEREAS, the property owner desires to create one buildable parcel from the 198.03± acre subject site; and

WHEREAS, the subject site is generally located approximately one-third of a mile east of Government Road / CR 57, approximately 1.1 miles west of the St. Croix River, on the north side of 460th Street in Sunrise Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 09.00523.10

All that part of the Northwest Quarter of Southeast Quarter of Section 12, Township 36, Range 21, Chisago County, Minnesota described as follows: Beginning at a point on the South line of said Northwest Quarter of Southeast Quarter, 617 feet East of the southwest corner thereof; thence North 31 degrees 23 minutes East, 718 feet; thence North 45 degrees 58 minutes East, 450 feet to a point on the East line of said Northwest Quarter of the Southeast Quarter, 389 feet South of the northeast corner thereof; thence North along the East line of said Northwest Quarter of the Southeast Quarter to the northeast corner of thereof; thence West along the North line of said Northwest Quarter of the Southeast Quarter to the northwest corner thereof; thence South along the West line of said Northwest Quarter of the Southeast Quarter to the southwest corner thereof; thence East along the South line of said Northwest Quarter of the Southeast Quarter to the place of beginning, containing 31.30 acres, more or less.

And

All that part of the Southwest Quarter of the Southeast Quarter of said Section 12 described as follows: Beginning at a point on the south line of said Southwest Quarter of the Southeast Quarter, 237 feet East of the southwest corner thereof; thence North 14 degrees 40 minutes East, 481 feet; thence North 6 degrees 47 minutes West, 270 feet;

thence North 20 degrees 14 minutes East, 603 feet, to a point on the North line of said Southwest Quarter of the Southeast Quarter 540 feet East of the northwest corner thereof; thence West along the North line of said Southwest Quarter of the Southeast Quarter to the northwest corner thereof, thence South along the West line of said Southwest Quarter of the Southeast Quarter to the southwest corner thereof; thence East along the South line of said Southwest Quarter of the Southeast Quarter, to the point of beginning, containing 10.95 acres, more or less.

And

The Southwest Quarter of said Section 12, EXCEPTING THEREFROM the East 430.00 feet of the West 731.00 feet of the South 212.00 feet and the East 300.00 feet of the West 1031.00 feet of the South 423.00 feet of said Southwest Quarter.

ALL OF THE ABOVE IS SUBJECT TO, AND TOGETHER WITH a certain oil and gas easement to Benchmark Resources Corporation, said oil and gas easement dated July 10, 1984, and recorded in the Office of the County Recorder in and for Chisago County, Minnesota on September 18, 1984 as Microfilm Number 186516, said oil and gas easement assigned April 1, 1985 to H & H Star Energy Inc., with said assignment noted as Microfilm Number 189661 in the office of the County Recorder in and for Chisago County, Minnesota.

WHEREAS, notice was provided and on September 7, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owner, and invited members of the public to comment; and

WHEREAS, during the course of the September 7, 2023 Planning Commission meeting, the property owner verbally expressed a desire and amended the request to increase the size of the proposed parcel in a manner which would allow for the proposed parcel to be eligible for an agricultural tax classification; and

WHEREAS, the Planning Commission recommended approval of the Preliminary Plat of Hokanson View with conditions per Resolution No. PC2023-0903; and

WHEREAS, the Board of Commissioners considered the amended request for Preliminary Plat of Hokanson View and the Planning Commission's recommendation at its September 20, 2023 meeting and determined the Preliminary Plat of Hokanson View 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 Hokanson View, subject to the following conditions:

1. The Preliminary Plat of Hokanson View is approved per plat drawing dated signed September 13, 2023. Any significant deviation from the approved plat drawing, except as noted herein and 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.
- The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dahlberg, seconded by Dunne, the Board moved to approve Resolution No. 23/0920-2, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of Blue Ribbon Tree Farm located North of 400th Street and south of 410th Street / CR 81 on the east side of Sunrise Road / CSAH 9 in Sunrise Township, (PID #09.00119.00).

RESOLUTION NO. 23/0920-2
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO
COUNTY, MINNESOTA, APPROVING THE FINAL PLAT OF BLUE RIBBON
TREE FARM

WHEREAS, property owners John Swanson & Janet Swanson and applicant Milo Horak submitted a request for the Final Plat of Blue Ribbon Tree Farm on September 8, 2023; and

WHEREAS, the property owners desire to create two buildable parcels from the 26.4± acre subject site; and

WHEREAS, the subject site is generally located north of 400th Street and south of 410th Street / CR 81 on the east side of Sunrise Road / CSAH 9 in Sunrise Township and is zoned Agricultural (AG) District; and

WHEREAS, the subject site is legally described as:

PID 09.00119.00

That part of the Southeast Quarter of the Northwest Quarter (SE1/4 of NW 1/4) of Section Nine (9), Township Thirty-five (35) North, Range Twenty (20) West, Chisago County, Minnesota, lying easterly of County State Aid Highway Number Nine (9).

WHEREAS, the Preliminary Plat of Blue Ribbon Tree Farm was recommended for approval by the Planning Commission on July 6, 2023 and approved by the Board of Commissioners on July 19, 2023; and

WHEREAS, the Final Plat submitted on September 20, 2023, generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby approves the Final Plat of Blue Ribbon Tree Farm, subject to the following conditions:

1. The Final Plat is approved as submitted on September 20, 2023. Any deviation from the approved plat drawing prior to recording 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.

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

On motion by Greene, seconded by Dahlberg, the Board moved to approve Resolution No. 23/0920-3, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Janine and Allen Schifsky request for a Rural Retail Tourism Conditional Use Permit to operate educational farm workshops and instructional classes, mentoring, and tutoring at 16559 373rd Street in Amador Township (PID #01.00153.55).

**RESOLUTION NO. 23/0920-3
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO
COUNTY, MINNESOTA, APPROVING A CONDITIONAL USE PERMIT
ALLOWING RURAL RETAIL TOURISM ON PROPERTY LOCATED AT 16559
373RD STREET IN AMADOR TOWNSHIP**

WHEREAS, property owners Janine Schifsky & Allen Schifsky submitted an application dated received July 31, 2023 and considered complete on August 3, 2023 for a Conditional Use Permit allowing a Rural Retail Tourism on property located at 16559 373rd Street in Amador Township; and

WHEREAS, the subject site is located in the Agricultural (AG) District; and

WHEREAS, the subject site is 10.62± acres in size and legally described as:

PID 01.00153.55
Lot 6, Block 1, Whitetail Hills, Chisago County, Minnesota

WHEREAS, notice was provided and on September 7, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator, the property owner(s) and/or applicant(s), and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Conditional Use Permit with conditions per Resolution No. PC2023-0902; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its September 20, 2023 meeting and made the following findings per Zoning Ordinance Section 8.04, C.:

- | | |
|------------|---|
| Factor #1 | The [proposed action is consistent with the] Comprehensive Plan and development policies of the County; |
| Finding #1 | <p><i>The proposed CUP is consistent with the Chisago County Comprehensive Plan and development policies. The Comprehensive Plan provides several references to the County's intention to continue to allow and be supportive of the proposed land use:</i></p> <ul style="list-style-type: none">• <i>To identify and protect the quality of visitor's experience of prime scenic features, areas of exceptional rural ambience, important historic sites and their surrounding settings and prime areas of flora study and wildlife viewing and public opens spaces to low-impact recreation (p 2-43)</i>• <i>To promote farm, commercial recreation, and rural retail tourism businesses as a method to bring dollars into the Chisago County economy (p 5-18)</i>• <i>To promote natural amenities in the County as assets to economic development and business opportunity (p 6-22)</i>• <i>To acknowledge tourism's economic value and the contribution of this industry to both the diversity of the County economic base and the potential for growth (p 6-22)</i>• <i>To promote tourism and commercial recreation as expanding opportunities for employment and tax base (p 6-22)</i> |
| Factor #2 | The proposed use will not create an excessive demand on existing parks, schools, streets and other public facilities and utilities which serve or are proposed to serve the area; |
| Finding #2 | <p><i>The proposed use will utilize self-contained sanitary facilities, private utilities, and off-street parking for visitors, and access to the subject site will be gained from well-established Township Roads (Quinlan Avenue and 373rd Street). Further, the proposed use will have no impact on schools or other public facilities or utilities. Therefore, the County finds that the proposed Rural Retail Tourism use will not create an excessive demand on existing parks, schools or utilities which serve the subject site.</i></p> |

- Factor #3 The proposed use will be sufficiently compatible or separated by distance or screening from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;
- Finding #3 *While the subject site is located within a residential subdivision, the subject site is more than 10 acres in size and is heavily forested. In fact, aerial imagery shows that there is heavy forestation between all areas and structures proposed for Rural Retail Tourism activities and neighboring structures to the north and west; properties to the south and east are used for agricultural purposes and have not been developed with dwellings. Further, the two neighboring dwellings to the north and west are situated approximately 140' and 340' respectively from the shared property boundaries. Therefore, the County finds that the proposed use is sufficiently separated by natural vegetative screening and distance from adjacent properties so as to not cause undue negative impact or deter future development.*
- Factor #4 The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;
- Finding #4 *The proposed Rural Retail Tourism activities will take place within existing structures and outdoors through use of the garden(s), front yard, woods and pasture(s). The existing structures are well-maintained and the County has no evidence to suggest that they have an appearance which would cause adverse effects upon adjacent properties. Further, all indoor and outdoor activities will be well screened by heavy forestation and distance. Therefore, the County finds that the appearance of the proposed use will not have an adverse impact on adjacent properties.*
- Factor #5 The proposed use, in the opinion of the County, is reasonably related to the overall land use goals of the County and to the existing land use;
- Finding #5 *The County finds that the Chisago County Zoning Ordinance identifies Rural Retail Tourism as an allowable Conditional Use in the AG District. In addition, Sections 4.15 of the Chisago County Zoning Ordinance encourages the development of Rural Retail Tourism with the following specific goals:*
- *Preserve and celebrate Chisago County's archaeological properties, rural and agricultural heritage, and historical landscapes.*
 - *To recognize Chisago County's scenic features, exceptional rural ambience, historic sites as desirable local amenities which will draw outside revenue from visitors, that is vital to the local economy.*
 - *Enhance Chisago County's appeal to visitors who are drawn to its rural atmosphere.*
 - *Provide opportunities for new economic growth through Rural Retail Tourism businesses.*
 - *Assist the County's citizens in the transition from primarily agricultural land uses to an expanded variety of rural business*

opportunities as active family farming continues to diminish in Chisago County.

- Factor #6 The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use;
- Finding #6 *See Finding #5.*
- Factor #7 The proposed use will not cause traffic hazard or congestion; and
- Finding #7 *The subject site is located adjacent to a Township Road system (Quinlan Avenue and 373rd Street) within a relatively small residential subdivision featuring a total of six private properties, including the subject site. The application materials describe events with as little as one visitor and as many as 80 visitors, with larger groups carpooling as the events will be family focused. The Amador Town Board – being the Road Authority – did identify the recommended need for sufficient on-site parking and sufficient access for emergency vehicles but did not identify any concerns specifically relating to traffic hazards or congestion. Therefore, the County finds no evidence to suggest that the proposed use will cause traffic hazards or congestion.*
- Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
- Finding #8 *The proposed Rural Retail Tourism activities will take place within existing structures and outdoors through use of the garden(s), front yard, woods and pasture(s). The County finds no evidence to suggest that the proposed use will cause any glare or general unsightliness which would impact nearby properties; however, based on the anticipated number of visitors being as many as 80 and the proposed occasional use of amplified sound, the County finds that noise may be a potential adverse impact to nearby properties. However, the County further finds that the buffer of existing heavy forestation and distance and the proposed implementation of mandatory daily quiet hours of 9:00 pm to 7:00 am will sufficiently mitigate any potential adverse impacts of noise.*

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

1. This Conditional Use Permit for Rural Retail Tourism allows for the operation of a gathering venue with events focused on homesteading and mentoring / tutoring sessions. Events and activities may include mentoring / tutoring sessions, coaching services, sale of locally produced goods and agricultural products, tours, photo sessions, and other types of events and activities specifically described in the application materials dated received July 31, 2023, and kept on file with the Department of Environmental Services and in accordance with the conditions

contained herein. Any significant deviation or expansion, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board of Commissioners.

2. Activities may take place within existing structures, including the dwelling and pole building located immediately north of the dwelling, as well as outdoors. Use of the existing structures for Rural Retail Tourism purposes is conditioned on the structures being compliant with the State Building Code and subject to occupancy limits as established by the State Building Code.
3. The existing pole building located immediately north of the dwelling is rated for a maximum occupancy of 36 people being that it does not have a sprinkler system. The permit holder shall adhere to State Building Code occupancy limits and not allow more than 36 people within the structure at any given time.
4. This Conditional Use Permit allows use of the property for Rural Retail Tourism purposes seven days a week year-round and subject to the following hours of operation. Rural Retail Tourism activities may not occur earlier or later than the listed hours of operation.
 - Monday – Friday – 9:00 am to 7:00 pm
 - Saturday – 9:00 am to 5:00 pm
 - Sunday – 12:00 pm to 3:00 pm
5. The permit holder shall implement mandatory daily quiet hours of 8:00 pm to 7:00 am.
6. The maximum number of customers / visitors at any given time shall be no more than 60.
7. The maximum number of employees – in addition to the permit holder – on-site at any given time is four (4). This condition is not intended to prohibit the permit holder from having more than four (4) employees but, rather, to limit the number of employees on-site.
8. The maximum number of organized events each month shall be seven (7).
9. Aside from service animals, pre-approved special guests, and pets / animals belonging to the permit holder, no additional pets / animals shall be allowed on the property.
10. Noise generated from the approved Rural Retail Tourism use shall be subject to the Chisago County noise standards. No undue or objectionable noise resulting from said uses shall be transmitted beyond the subject site's property boundaries.
11. There shall be no outdoor amplified music at any time.
12. The permit holder shall accommodate all customer / visitor parking on-site. No customer / visitor parking shall be allowed on 373rd Street or Quinlan Avenue.
13. The permit holder shall ensure adequate year-round access and parking for emergency vehicles on-site, including space to maneuver/turn vehicles. If emergency vehicles are damaged due to lack of maneuverable space and/or adequate driveway width/height, the permit holder will be held responsible for emergency vehicle repairs

pursuant to the adopted policies and directions of Amador Township and/or the Almelund Fire Chief / Department.

14. Any signage shall be installed in accordance with the Chisago County Zoning Ordinance.
 15. The permit holder shall provide porta potties for customer / visitor use. No Rural Retail Tourism activities shall utilize bathroom facilities within the dwelling unless specifically authorized by the Department of Environmental Services.
 16. The property and uses thereon are subject to all applicable local and State codes, including Zoning, Building and Septic Codes.
 17. Annual certification of the Conditional Use Permit is required. The permit holder shall notify the County annually that the activity permitted by the Conditional Use Permit is ongoing and the activities being conducted continue to adhere to the conditions of approval. Failure to maintain certification may be a basis to revoke the Conditional Use Permit. The property shall be made open and available for regular inspection at any time during reasonable hours by the Chisago County Department of Environmental Services and/or any duly authorized law enforcement agency.
- The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dahlberg, seconded by Swenson, the Board moved to approve payment for Sunrise Prairie Regional Trail Segment G Construction Project No. 13-SPT-23 Invoice/Pay Voucher #2 order request from Knife River. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dahlberg, seconded by Dunne, the Board moved to approve Chisago County Board of Commissioners Resolution No. 23/0920-4, a Resolution Adopting the 2022-2032 Rum River Comprehensive Watershed Management Plan; and Resolution No.23/0920-XX, a Resolution Adopting the 2023-2033 Snake River Comprehensive Watershed Management Plan.

**RESOLUTION No. 23/0920-4
ADOPTING THE 2022-2032 RUM RIVER
COMPREHENSIVE WATERSHED MANAGEMENT PLAN**

WHEREAS, the County of Chisago has been notified by the Minnesota Board of Water and Soil Resources (BWSR) that on May 20, 2022 it had approved the 2022-2032 Rum River Comprehensive Watershed Management Plan, in accordance with Minnesota Statute section 103B.101, Subdivision 14; and BWSR Decision #18-14; and

WHEREAS, the 2022-2032 Rum River Comprehensive Watershed Management Plan identifies areas within Chisago County as being within the management area of the Plan

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Commissioners of Chisago County adopts the 2022-2032 River Comprehensive Watershed Management Plan for the area of the Chisago County identified within the Plan.

BE IT FURTHER RESOLVED that the 2022-2032 Rum River Watershed Comprehensive Management Plan replaces the Chisago County Water Plan for the water management of that area of Chisago County identified within the Plan.

**RESOLUTION No. 23/0920-5
ADOPTING THE 2023-2033 SNAKE RIVER
COMPREHENSIVE WATERSHED MANAGEMENT PLAN**

WHEREAS, the County of Chisago has been notified by the Minnesota Board of Water and Soil Resources that on January 25, 2023 it adopted Board Resolution #18-014 to approve the 2023- 2033 Snake River Comprehensive Watershed Management Plan in accordance with Minnesota Statute section 103B.101, Subdivision 14; and

WHEREAS, the 2023-2033 Snake River Comprehensive Watershed Management Plan identifies areas within Chisago County as being within the management area of the Plan

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Commissioners of Chisago County adopts the 2023-2033 Snake River Comprehensive Watershed Management Plan for the area of the Chisago County identified within the Plan.

BE IT FURTHER RESOLVED that the 2023-2033 Snake River Watershed Management Plan replaces the Chisago County Water Plan for the water management of that area of Chisago County identified within the 2022-2032 Snake River Watershed Management Plan.

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

On motion by Dahlberg, seconded by Greene, the Board moved to approve Resolution No. 23/0920-6, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, Approving the JDNH Properties, LLC, and Nick Hammond Conditional Use Permit Amendment to allow construction of an accessory structure for storage purposes and modification (expansion) of the legally described land area to the existing Commercial Recreation Area Conditional Use Permitted Use known as “Flickabirds Resort” on property located at 50091 Clover Trail in Nessel Township (PID #06.00520.22).

**RESOLUTION NO. 23/0920-6
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO
COUNTY, MINNESOTA, APPROVING AN AMENDMENT TO A**

**CONDITIONAL USE PERMIT ALLOWING A COMMERCIAL RECREATION
AREA USE ON PROPERTY LOCATED AT
50091 CLOVER TRAIL IN NESSEL TOWNSHIP**

WHEREAS, JDNH Properties, LLC, property owner, and Nick Hammond, applicant, submitted an application dated received July 7, 2023 and considered complete on August 3, 2023 for an Amendment to a Conditional Use Permit allowing a Commercial Recreation Area use known as Flickabirds Resort on property located at 50091 Clover Trail in Nessel Township; and

WHEREAS, the original Conditional Use Permit was granted by the Chisago County Board of Commissioners on August 17, 2005 and the approval was filed by the Chisago County Recorder's Office as Document No. A-458888; and

WHEREAS, the Chisago County Board of Commissioners granted four subsequent Amendments to the Conditional Use Permit on July 11, 2007, May 19, 2010, September 21, 2011, and September 20, 2017; and

WHEREAS, the property owner and applicant wish to Amend the Conditional Use Permit in order to expand the use by constructing an accessory structure for storage purposes and modifying the legal description following a recent land acquisition; and

WHEREAS, the subject site is located in the Agricultural (AG) District / Shoreland Management District; and

WHEREAS, the subject site is legally described as:

PID 06.00520.22

Lot 2, Block 1, Flickabirds, Chisago County, Minnesota. AND That part of Lot 1, Block 1, Flickabirds, Chisago County, Minnesota, described as follows: Beginning at the most northeasterly corner of said Lot 1; thence North 89 degrees 57 minutes 02 seconds West, assumed bearing, and along the North line of said Lot 1, a distance of 125.00 feet; thence South at a right angle a distance of 125.00 feet; thence East at a right angle and to the intersection with a line bearing South 11 degrees 17 minutes 50 seconds East (said line also being the East line of said Lot 1) from the point of beginning; thence North 11 degrees 17 minutes 50 seconds West to the point of beginning and there terminating.

WHEREAS, notice was provided and on September 7, 2023 the Planning Commission conducted a public hearing regarding this application, at which it heard from the Land Services Coordinator and invited members of the public to comment; and

WHEREAS, the Planning Commission recommended approval of the Conditional Use Permit Amendment with Findings of Fact and conditions per Resolution No. PC2023-0901; and

WHEREAS, the Board of Commissioners considered the request and the Planning Commission's recommendation at its September 20, 2023 meeting and made the following findings per Zoning Ordinance Section 8.04:

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

Finding #1 *The Chisago County Comprehensive Plan outlines a number of goals and policies which are meant to support and encourage the type of activity which will draw visitors to Chisago County, including different types of outdoor recreation. Among those identified goals and policies are the following:*

Natural Resources Goal: Prime scenic views and historic landscapes will be recognized as an important local amenity and an increasingly desirable local amenity drawing outside revenue from visitors that is vital to the local economy.

Policies:

- 1. Identify and protect quality of visitor experience of prime scenic features, areas of exceptional rural ambience, important historic sites and their surrounding settings, and prime areas for flora study and wildlife viewing, and public and private open spaces amenable to low impact outdoors recreation.*

Economic Development Goal: Provide for a range of economic diversity and development opportunities in the County.

Policies:

- 1. Promote natural amenities in the County as assets to economic development and business opportunity.*
- 2. Promote tourism as an expanding opportunity for employment and tax base.*
- 3. Promote tourism and commercial recreation as expanding opportunities for employment and tax base.*

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

Finding #2 *The subject site is a tourist / entertainment destination, drawing visitors to the site for commercial recreation activities such as camping and dining. The proposed use / Amendment – including an accessory structure and modified legal description – will not in itself generate any additional visitors. Therefore, the County finds that the proposed use / Amendment will not generate any increased demand upon existing parks or other public facilities or amenities.*

- Factors #3 The proposed use will be sufficiently compatible or separated by distance or screening
and #4 from adjacent development or land so that existing development does not suffer undue negative impact and there will be no significant deterrence to future development;
The proposed use and site will have an appearance that will not have an adverse effect upon adjacent properties;
- Findings #3 *The proposed use is an expansion of an existing outdoor Commercial Recreation Area*
and #4 *use through construction of an accessory structure intended for storage purposes and a modification of the legal description. The proposed structure is shown to be located in an area adjacent to two neighboring properties, one being used for residential and commercial purposes and one being used for residential purposes. The site of the proposed structure is heavily wooded as are the adjacent areas on the two neighboring properties. Further, the applicant has provided a rendering and a materials list which show that the proposed structure will have an appearance consistent with pole buildings generally found in the County's Agricultural (AG) District and consistent with pole buildings / structures found on the two neighboring properties. Therefore, the County finds that the proposed structure will be adequately screened from adjacent development and will have an appearance which is in keeping with the AG District and surrounding area. The County further finds that the proposed legal description modification will have no impact upon adjacent properties.*
- Factors #5 The proposed use, in the opinion of the County, is reasonably related to the overall land
and #6 use goals of the County and to the existing land use;
The proposed use is consistent with the purposes of the Zoning Ordinance and the purposes of the zoning district in which the applicant intends to locate the proposed use;
- Findings #5 *The proposed use is in keeping with the overall goals of the County as described in*
and #6 *Finding #1. Further, the subject property is zoned Agricultural (AG) District and the Zoning Ordinance specifically allows the existing use with approval of a Conditional Use Permit and the proposed use with approval of a Conditional Use Permit Amendment. The County granted the original Conditional Use Permit in 2005 and the County has granted four subsequent Amendments since 2005, suggesting that the County believes that the use meets the overall land use goals of the County and that the use is consistent with the purposes of the Zoning Ordinance and the purposes of the AG District. Therefore, the County finds that the proposed use / Amendment complies with goals established within the Comprehensive Plan, the purposes and intent of the Zoning Ordinance, and the purposes of the AG District.*

Factor #7 The proposed use will not cause traffic hazard or congestion; and
Finding #7 *The proposed Amendments – being an accessory structure for storage purposes and a modified legal description – will not cause any change or increase in traffic generated at the subject site. The proposed structure is intended for storage purposes only. Therefore, the County finds that the proposed use / Amendments will not cause traffic hazards or congestion.*

Factor #8 The proposed use will not adversely impact existing nearby properties by intrusion of noise, glare or general unsightliness.
Finding #8 *Based on application materials, the proposed use (accessory structure) will have an appearance in keeping with accessory structures commonly found in the County's Agricultural (AG) District as well as accessory structures within the surrounding area. The proposed use of the structure – being storage – and the proposed building materials suggest that the structure will likely have minimal impacts on factors such as noise or glare. Therefore, the County finds that the proposed use / Amendment will not have any adverse impacts to nearby properties by intrusion of noise, glare, or general unsightliness.*

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

1. This Conditional Use Permit (CUP) Amendment supersedes the original CUP granted by the Chisago County Board of Commissioners on August 17, 2005 (original CUP) which granted approval for the operation of a recreational campground and bar / restaurant (recorded as Document No. A-458888) and four subsequent Amendments granted on July 11, 2007, May 19, 2010, September 21, 2011, and September 20, 2017. With this approval, all previously approved conditions are still in effect and the following is allowed:
 - a. Expansion of the existing operation through construction of an accessory structure intended for storage purposes; and,
 - b. Modification of the legal description to include recently acquired land.
2. The accessory structure shall be constructed in general conformance (including location, size and materials) with application materials kept on file with the Department of Environmental Services. Any significant deviation, as determined by Chisago County Department of Environmental Services staff, shall require further review by the Planning Commission and approval by the County Board.

Original CUP:

3. Wastewater Treatment System must meet County and State Rules.
4. Reserved wastewater treatment site must be fenced off to prevent disturbance of area by traffic and/or other campground activities.

5. Wells(s) must meet Minnesota Department of Health Standards.
6. Must obtain and maintain a valid recreational camping area, food and beverage license from Minnesota Department of Health.
7. Road construction into and throughout camping ground must meet approval of County and/or Township Engineer.
8. NPDES and SWPP permits must be obtained from Minnesota Pollution Control Agency with plans also submitted and reviewed by SWCD.
9. Impervious surface coverage in each tier must not exceed 25%.
10. Adequate parking spaces must be provided to accommodate all business at the site and must be maintained in a nuisance free manner.
11. The pond shown between the restaurant and the shoreline is actually in the shore impact zone, therefore, this pond must be redesigned so as to have minimal effect in the shore impact zone (i.e., narrower and longer in design) and adequate erosion control must be in place prior to any construction of the pond.
12. Dust control on township road leading up to entrance of campground must be done as needed as determined by the zoning administrator or appointed designee.
13. Bar and restaurant must be discontinued if the recreational camping area is discontinued unless zoning regulations have changed to allow a bar/restaurant as a stand-alone primary use.
14. Docks and boat ramps must meet Minnesota Department of Natural Resources standards.
15. Notification must be made to Chisago County Environmental Services if any changes to the proposed docking and/or boat ramp are made.
16. Any expansion to camping sites and/or bar and restaurant will require an amended Conditional Use Permit.
17. Site must be available for inspection by County staff during operating hours.
18. Campground rules must be posted on site.

Amendment (1) to expand with 20 additional campsites with two conditions:

19. Flickabirds may expand their campground by 20 more sites to a total of 50.
20. Flickabirds may hold outdoor events such as live music and fireworks provided that all required County approvals are obtained.

Amendment (2) to allow a camp store with bait sales with five conditions:

21. This CUP Amendment allows conversion of one half of the recently added storage space (14' x 28') to serve as a small camp-store offering basic groceries, sundries, and live bait for sale to the campers in residence.
22. This small retail expansion must be subordinate and accessory to the campground and will not be considered a principal conditional use in its own right.

23. If the campground ceases operation through voluntary withdrawal, revocation, or other legal means, the camp store must also cease to operate, as it is clearly incidental to the principal use of the campground and is otherwise not an allowed use in the Zoning District.

24. The camp store cannot be advertised to the general public as a retail store.

25. Other than within the campground itself, no advertising signage will be permitted for this retail use.

Amendment (3) to expand with 15 additional campsites (total of 65) with one condition and one suggestion:

26. The septic system must be evaluated for capacity and performance and found to be in compliance.

****It is suggested, but not required that the Mells offer a “goodwill gesture” on the matter of dust control.****

Amendment (4) to expand with 12 additional campsites (total of 77) with three conditions:

27. The permittee shall submit required annual monitoring reports on the main septic system in order to maintain the compliant status of the system and the RV park.

28. The permittee shall submit completed engineering on the recalculated retention pond prior to beginning construction on the new sites.

29. The permittee shall ensure that all RVs housed and stored in the park remain licensed as recreational vehicles and are transportable; park model cottages shall be prohibited.

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

On motion by Dunne, seconded by Greene, the Board moved to approve 2023 Lakes Management Inc. & Minnesota Native Landscapes Service Contracts & Budget Adjustment for LID treatment of Invasive Phragmites. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dunne, seconded by Greene, the Board moved to accept the September 13th Budget and Finance Report. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Dunne, seconded by Dahlberg, the Board moved to approve a grant of \$75,000 to the HRA-EDA for use by the Chisago County Child Care Coalition. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Dahlberg, the Board moved to approve the Chisago County HRA-EDA 2024 Budget request of \$700,000. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg.

OPPOSED: None.

On motion by Dunne, seconded by Swenson, the Board moved to approve using \$28,163 from 2023 Unallocated CIP funds to pay the 2023 OpenGov invoice and authorize this payment as an Auditor Warrant. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to approve using \$31,720 from 2023 Unallocated CIP to pay for overage of ARPA-0062 ENTS: Replace Ceiling Tiles in 1989 side of Gov't Center. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

CITIZENS FORUM

TIME – 6:57 p.m. **END TIME** – 6:57 p.m.
of SPEAKERS – 0

On motion by Swenson, seconded by Dunne, the Board moved to approve by Board Resolution the Chisago County Preliminary 2024 Levy and Annual Budget, as presented [and/or “as modified”] at tonight’s meeting; to include:

- ☐ A 2024 Preliminary County Levy of \$47,250,638
- ☐ A 2024 Proposed Annual Budget with Expenditure of \$87,356,166
- ☐ Establishment of Wednesday, December 6th, 2023, at 7:00 PM as the date and time required for public review of and comment on the Proposed 2024 Annual Budget & Final 2024 Levy

RESOLUTION NO. 23/0920-8 ADOPTING THE CHISAGO COUNTY PRELIMINARY BUDGET AND LEVY FOR 2024

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

NOW BE IT RESOLVED, that the Chisago County Board of Commissioners have moved to adopt the recommended *Preliminary* Levy for 2024 of \$47,250,638, with overall 2024 expenditures of \$87,356,166;

NOW BE IT RESOLVED, that the Chisago County Board of Commissioners have moved to adopt the recommended *Preliminary* LID Levy for 2024 of \$365,330;

NOW THEREFORE BE IT FURTHER RESOLVED, that the Chisago County Board of Commissioners hereby establishes Wednesday, December 6th, 2023 at 7:00 PM as the date and time for public review of and comment on the proposed *Final* 2024 Levy and Annual Budget.

The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne,

Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Dahlberg, the Board moved to approve the MDH VFC Perinatal Hepatitis B Prevention Program 2023 – 2028.

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

On motion by Dunne, seconded by Swenson, the Board moved to approve the Home and Community-Based Waiver Services Contract with Pinnacle Services, Inc. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to approve the contracts with TriMin and ArcaSearch to complete the Chisago County Recorder Document Preservation Plan and authorize the expenditure of funds from the Recorder Technology and Compliance Fund to pay for the services. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

On motion by Greene, seconded by Dahlberg, the Board moved to approve the Shafer Firemen's Volunteer Benefit Assoc. application to conduct bingo on October 7, 2023, at the Shafer Township Hall in Taylors Falls, MN.

RESOLUTION NO. 23/0920-7
APPROVING THE SUBMISSION OF AN APPLICATION TO CONDUCT OFF-SITE GAMBLING PERMIT FOR THE SHAFER FIREMEN'S VOLUNTEER BENEFIT ASSOCIATION

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

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

BE IT RESOLVED that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an Application to Conduct Off-Site Gambling – Shafer Firemen's Volunteer Benefit Association to conduct bingo on October 7, 2023, at the Shafer Township Hall in Taylors Falls, MN, located at 18259 St. Croix Trail, Taylors Falls, MN 55084. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

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

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

On motion by Greene, seconded by Dunne, the Board moved to adjourn the meeting at 7:31 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg. **OPPOSED:** None.

Attest: _____
Christina Vollrath
Clerk of the Board

Ben Montzka, Chair

AMENDED

**CHISAGO COUNTY
BOARD OF COMMISSIONERS
OFFICIAL PROCEEDINGS
Wednesday, September 06, 2023**

The Chisago County Board of Commissioners met in regular session at 6:30 p.m. on Wednesday, September 06, 2023 at the Chisago County Government Center with the following Commissioners present: Swenson, Greene, Dunne, Montzka, Dahlberg. Also present: County Administrator Chase Burnham, Clerk of the Board Christina Vollrath, and County Attorney Janet Reiter.

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

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

On motion by Greene, seconded by Dahlberg, the board moved to open the Health and Human Services Committee of the Whole at 6:31 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Chair Montzka gave the gavel to Vice-Chair Dunne.

Health and Human Services Director Robert Benson provided the department updates.
No action was taken.

On motion by Greene, seconded by Swenson, the Board moved to add items 1-3 to the Consent Agenda. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Montzka, seconded by Dahlberg, the board moved to close the HHS Committee Board of the Whole at 6:40 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

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

Board of Commissioners' Consent Agenda:

- 1.) HHS Committee Recommendation – Directors Update
- 2.) HHS Committee Recommendation – Payment of County's Warrants for HHS
- 3.) HHS Committee Recommendation – SHIP Grant Agreements 219, 220, and 221
- 4.) 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.

- 5.) Minutes from the August 16, 2023, Regular Meeting
- 6.) Recognition of County Staff September Anniversaries
- 7.) 2023 Budget Adjustment Request – Household Hazardous Waste Facility
- 8.) MidAmerica Administrative & Retirement Solutions HRA Resolution
- 9.) Acceptance of Donation – Fire Suppressant Devices and Children’s Water Festival

RESOLUTION NO: 23/0906-1
ACCEPTANCE OF DONATIONS BY CHISAGO COUNTY

WHEREAS, the Chisago County Board of Commissioners adopted Resolution No. 060419-3 on April 19, 2006, which established a policy regarding the acceptance of gifts by Chisago County; and

WHEREAS, the County has received a donation from a business or private individual in Chisago County and is requesting formal acceptance by the County Board of Commissioners;

NOW, THEREFORE, BE IT RESOLVED, that the Chisago County Board of Commissioners hereby accepts the following donations received by the Chisago County in 2023:

- Minnesota Grand Lodge of Masons \$600.00 for Fire Suppressant Devices
 - Minnesota Masonic Charities \$600.00 for Fire Suppressant Devices
 - Masonic Lodges (Jasper Lodge in Rush City) \$600.00 for Fire Suppressant Devices
 - Chisago City Fire Department \$500.00 for the Children’s Water Festival
-

- 10.) Application for Exempt Gambling – Knights of Columbus

RESOLUTION NO: 23/0906-2
APPROVING THE SUBMISSION OF AN APPLICATION FOR EXEMPT GAMBLING
PERMIT FOR THE KNIGHTS OF COLUMBUS

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

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

BE IT RESOLVED that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an application for an exempt gambling permit for the Knights of Columbus to conduct a raffle on January 4, 2024, at the St. Joseph Church in Taylors Falls, MN, located at 490 Bench St., MN 55084.

11.) Temporary Strong Beer License Request – Almelund Lion’s Club

Chair Montzka gave the gavel to Vice-Chair Dunne.

On motion by Greene, seconded by Swenson, the Board moved to approve the ARPA Broadband grant application request from Franconia Township for \$200,000. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Vice-Chair Dunne gave the gavel to Chair Montzka.

CITIZENS FORUM

TIME – 7:02 p.m. **END TIME** – 7:09 p.m.

of SPEAKERS – 1

Recommended to add Historical Society ARPA request for HVAC system to the Budget and Finance Agenda for Wednesday, September 13, 2023.

On motion by Greene, seconded by Dahlberg, the Board moved to approve the Chisago County Policy for Ensuring the Security of Not Public Data. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Swenson, seconded by Dunne, the Board moved to approve the agreement with WSB for CSAH 30 design assistance. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dahlberg, seconded by Greene, the Board moved to approve the out of state travel request to attend 2023 Snow & Ice Conference in Loveland, Colorado. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to approve the contract between Chisago County, MN and the State of MN, Minnesota State Colleges and Universities, Century College, for the 2023-2024 education cycle. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dahlberg, seconded by Dunne, the Board moved to approve three out-of-state travel requests for the Pro Phoenix Conference Annual Conference in Wisconsin Dells September 25 – 28, 2023. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Swenson, seconded by Dunne, the Board moved to approve the Axon Enterprise Purchase Agreement for Squad Camera purchases for 2024-2026. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dahlberg, seconded by Dunne, the Board moved to approve the Lease Agreement between the City of Rush City and Chisago County for the space at 325 South Eliot Ave. in Rush City. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Dahlberg, seconded by Greene, the Board moved to approve Sunrise Prairie Regional Trail Project No. 13-SPT-23 Change Order No. 1 with Knife River Corporation – North Central and designate and authorize up to **\$70,000** in County ARPA ‘Administrative’ Funds to complete the project funding shortfall. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

On motion by Greene, seconded by Dunne, the Board moved to approve Resolution No. 23/0906-3, a Resolution of the County Board of Commissioners of Chisago County, Minnesota, approving the Final Plat of Carlson Lake Overlook located at 162XX 280th Street in Franconia Township, (PID #04.00343.06). The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

RESOLUTION NO. 23/0906-3

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHISAGO COUNTY, MINNESOTA, APPROVING THE FINAL PLAT OF CARLSON LAKE OVERLOOK

WHEREAS, Robert (Tony) Randall & Jessica Randall, property owners, and Kelly Jordan, applicant, submitted a request for the Final Plat of Carlson Lake Overlook on August 21, 2023; and

WHEREAS, the property owners desire to create two buildable parcels from the 11.28-acre subject site previously platted as an outlot within the Carlson’s Lake Estates cluster development; and

WHEREAS, the subject site is located at 162XX 280th Street in Franconia Township and is zoned Agricultural (AG) District / Shoreland Management District; and

WHEREAS, the subject site is legally described as:

PID 04.00343.06

Outlot A, Carlson’s Lake Estates, Chisago County, Minnesota.

WHEREAS, the Preliminary Plat of Carlson Lake Overlook was recommended for approval by the Planning Commission on March 2, 2023 and approved by the Board of Commissioners on April 5, 2023; and

WHEREAS, the Final Plat submitted on August 21, 2023, generally conforms to the approved Preliminary Plat and meets all conditions of Preliminary Plat approval.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners of Chisago County, Minnesota hereby approves the Final Plat of Carlson Lake Overlook, subject to the following conditions:

1. The Final Plat is approved as submitted on August 21, 2023. Any deviation from the approved plat drawing prior to recording 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.
-

On motion by Dunne, seconded by Swenson, the Board moved to adopt resolutions approving conveyance of tax forfeit parcels to the City of Chisago City for a public purpose. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg
OPPOSED: None.

RESOLUTION NO. 23/0906-4

**CONVEYANCE OF TAX FORFEITED LAND PURSUANT TO M.S. 282.01,
SUBDIVISION 1A. TO CHISAGO CITY**

WHEREAS, the City of Chisago City has submitted a request for tax forfeited parcels 13.00018.10, 13.10011.86, 13.10011.87, 13.10011.88, 13.00682.21 and 13.00682.22 to be conveyed to the City for an authorized public use under M.S. 282.01, subdivision 1a, paragraph (b),

WHEREAS, M.S. 282.01, subdivision 1a, paragraph (b) authorizes conveyance, with County Board approval, of tax forfeited land to a local government subdivision any public purpose for which the subdivision is authorized to acquire property.

NOW THEREFORE BE IT RESOLVED, that the Chisago County Board of Commissioners approve the purchase by Chisago City of the following tax forfeited parcels the uses noted to Chisago County pursuant to M.S. 282.01, subdivision 1a, paragraph (b).

- Parcel 13.00018.10 – Road or right-of-way for a road, used as drainage for abutting roadway
- Parcel 13.10011.86 – Road or right-of-way for a road, storm pond for abutting road right-of-way
- Parcel 13.10011.87 – Road or right-of-way for a road, storm pond for abutting road right-of-way

- Parcel 13.10011.88 – Road or right-of-way for a road, storm pond for abutting road right-of-way
- Parcel 13.00682.21 – Road or right-of-way for a road, storm pond for abutting roadway
- Parcel 13.00682.22 – Road or right-of-way for a road, storm pond for abutting road right-of-way

County Administrator Chase Burnham provided administrator updates and correspondence. *No action was taken.*

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

On motion by Dunne, seconded by Swenson, the Board adjourned the meeting at 7:34 p.m. The motion **carried** as follows: **IN FAVOR THEREOF:** Swenson, Greene, Dunne, Montzka, Dahlberg **OPPOSED:** None.

Ben Montzka, Chair

Attest: _____
Christina Vollrath
Clerk of the Board



**CHISAGO COUNTY
BOARD OF COMMISSIONERS
October 4, 2023**

TAB # 8

Recognition of Years with the County

THANK YOU FOR MANY YEARS OF PUBLIC SERVICE

EMPLOYEE	POSITION	YEARS WITH CHISAGO COUNTY
Paul D.	Household Hazardous Waste Coordinator	23
Jillian N.	Case Aide HHS	17
Lynn S.	Acct. Tech. HHS	15
Nichole S.	Correctional Officer	11
Jeri P	System Supp. Specialist	9
Jessica Z.	Sr. Social Worker	8
Stacy N.	Case Aide HHS	7
Dan A.	Custodian	5
Brandie C.	Public Health Nurse	3
Karen G.	Human Resource Dir.	3
Amy H.	Office Support – Envir.	3
Ben H.	Asst. County Engineer	3
Mike L.	Custodian	2
Jennifer E.	Social Worker	2
Gregory B.	Fleet Maint. Tech.	2
Tara J.	Deputy Recorder	1
Patrick M.	Deputy Sheriff	1

Chisago County Request For Board Action

Meeting Date: October 4, 2023	Item Number: 9
Title of Item for Consideration: Credit Card and Increase in Limits for Auditor – Treasurer’s Office	
Action Requested by: Bridgitte Konrad, County Auditor-Treasurer	Department: Auditor-Treasurer
Previous Action on this Matter: None.	
Background: Bridgitte Konrad and Kristin Waddell, Auditor – Treasurer’s Office are both requesting credit card related changes. County Auditor-Treasurer Bridgitte Konrad is requesting an increasing to her credit card limit from \$1,000 to \$5,000. Currently the limit is not sufficiently covering the department demands, such as hotel/training payments and the purchase of election demands. Deputy County Auditor-Treasurer Kristin Waddell is requesting a new credit card with a limit of \$1,000. The card is needed for paying for conference lodging and as a ‘back up’ when the A-T is out of the office. Attachment(s): Chisago County Request for County Credit Card Limit Increase Form (<i>available with Clerk of the Board</i>)	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the request for an increase in the County credit card limit for Bridgitte Konrad and a new credit card for Kristin Waddell. The suggested motion is as follows: <i>“Move to approve the request for an increase in the County credit card limit for Bridgitte Konrad and a new credit card for Kristin Waddell.”</i>	
Implications of Action: By increasing the credit card limit, Captain Mahowald will be able to make required purchases for the Auditor-Treasurer purchases. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in compliance with all applicable county policies & procedures.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

Chisago County Request for Board Action

Meeting Date: August 16, 2023	Item Number: 10
Title of Item for Consideration: Application for Exempt Gambling Permit – NWTF – Long Spurs of Sunrise River	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: None.	
Background: The current application is from the NWTF – Long Spurs of Sunrise River to conduct a raffle and have a paddleboard on February 10, 2024, at the Lent Town Hall in Stacy, MN. The NWTF – Long Spurs of Sunrise River is a non-profit organization. Attachments: - Application for an Exempt Gambling Permit – NWTF – Long Spurs of Sunrise River (available with Clerk of the Board) - Resolution	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board approve the NWTF – Long Spurs of Sunrise River’s resolution to conduct a raffle and have a paddleboard on February 10, 2024, at the Lent Town Hall in Stacy, MN. The recommended motion is as follows: “Move to approve the NWTF – Long Spurs of Sunrise River’s resolution to conduct a raffle and have a paddleboard on February 10, 2024, at the Lent Town Hall in Stacy, MN.”	
Implications of Action: Approving tonight’s action would allow the NWTF – Long Spurs of Sunrise River to raise money for its non-profit organization and its activities. Budget/Financial Implications: None – Approving the permit has any budget/financial implications on Chisago County. Legal/Policy Implications: The proposed activities appear to be in conformity with applicable state statutes and County authority and policies.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____



Chase Burnham
County Administrator

COUNTY OF CHISAGO

BOARD OF COMMISSIONERS

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

Commissioners:
District 1
Jim Swenson
District 2
Rick Greene
District 3
Marlys Dunne
District 4
Ben Montzka
District 5
Dan Dahlberg

Commissioner _____ offered the following resolution and moved its adoption:

RESOLUTION NO: 23/1004-XX

APPROVING THE SUBMISSION OF AN APPLICATION FOR EXEMPT GAMBLING PERMIT FOR NWTF – LONG SPURS OF SUNRISE RIVER

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

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

BE IT RESOLVED that the Chisago County Board of Commissioners hereby approves and authorizes submission to the Minnesota Gambling Control Board an application for an exempt gambling permit for the NWTF – Long Spurs of Sunrise River to conduct a raffle and have a paddleboard on February 10, 2024 at the Lent Town Hall in Stacy, MN, located at 33155 Hemingway Ave, Stacy, MN 55079.

Commissioner _____ seconded the resolution and upon a vote being taken thereon, the following voted:

IN FAVOR THEREOF: Dahlberg, Dunne, Greene, Montzka, Swenson

OPPOSED: None.

Approved: October 4, 2023

Ben Montzka
Chair, Board of Commissioners

ATTEST: _____
Chase Burnham
County Administrator

Chisago County Request for Board Action

Meeting Date: October 4, 2023	Item Number: 11
Title of Item for Consideration: Amendment Number 1 to Mndot Contract 1047702	
Action Requested by: Joe Triplett, County Engineer	Department: Public Works
Previous Action on this Matter: Original contract approved at Sept. 15 th , 2021, Board meeting.	
Background: Chisago County was awarded funding from the Minnesota Legislature's 2020 special session to help the County fund the design of the TH 8 Reconstruction project. The Board had approved the original contract for the design services and Mndot funding back in 2021, however, it will expire before we have completed the design and used all the funding. This contract amendment is needed to extend the contract time. Attachment(s): Amendment Number 1 to Contract 1047702	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners approve the MnDOT Amendment Number 1. The following motion is suggested: <i>“Move to approve the MnDOT Amendment Number 1.”</i>	
Implications of Action: Extends contract time for Mndot Contract 1047702 Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities are in general conformity with applicable state statutes and County authority and policies. The County Attorney has approved as to form.	
Administrator's Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____
	Nay _____
	Abstain _____

AMENDMENT NUMBER 1 TO MnDOT CONTRACT NUMBER: 1047702

Contract Start Date: October 04, 2021	Original Contract Amount:	\$ 1,679,420.47
Original Contract Expiration Date: November 30, 2023	Previous Amendment(s) Total:	\$ N/A
Current Contract Expiration Date: November 30, 2023	Current Amendment Amount:	\$ 0.00
New Contract Expiration Date: November 30, 2025	Total Amended Contract Amount:	\$ 1,679,420.47

State Project Number (SP): 1308-29**Trunk Highway Number (TH):** 8**Project Identification:** Final Design, US Hwy 8 in Chisago County

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation (“State”) and **Chisago County** acting through its, **BOARD OF COMMISSIONERS** (“Governmental Unit”).

RECITALS

1. State has a contract with Contractor identified as MnDOT Contract Number 1047702 (“Original Contract”) to provide final design deliverables for US Highway 8 in Chisago County from I35 to Karmel Ave.
2. Contractor requires additional time to complete this project, as project development work is taking longer than originally anticipated due to the complexity of the project. No additional compensation will be necessary.
3. State and Contractor are willing to amend the Original Contract as stated below.

CONTRACT AMENDMENT

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be bolded and underlined.

REVISION 1. Subarticle 1.2 is amended as follows:

- 1.2. Expiration Date: This contract will expire on ~~November 30, 2023~~ **November 30, 2025**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Subarticle 1.4 is amended as follows:

- 1.4. Exhibits: Exhibits ~~A through E~~ **A, B, C, D1, and E1** are attached and incorporated into this contract.

REVISION 3. Subarticles 3.2.1 – 3.2.2 are amended as follows:

- 3.2.1. Invoices. The Governmental Unit must submit invoices electronically for payment, using the format set forth in Exhibit ~~D~~ **D1**. The Governmental Unit will submit invoices for payment on a monthly basis.
- 3.2.2. Progress Reports. The Governmental Unit must submit a monthly progress report, using the format set forth in Exhibit ~~E~~ **E1** showing the progress of work in work hours according to the tasks listed in Article 2 Scope of Work.

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

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

GOVERNMENTAL UNIT

Governmental Unit certifies that the appropriate person(s) have executed the amendment on behalf of Governmental Unit as required by applicable resolutions, ordinances or charter provisions.

Signed: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

(with delegated authority)

Signed:

Title:

Date:

COMMISSIONER OF ADMINISTRATION

Signed:

Date:

Reviewed and Approved as to Form:

JANET REITER
CHISAGO COUNTY ATTORNEY

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

Date: September 20, 2023

INVOICE NO. _____

Estimated Completion: __% (from Column 6 Progress Report)

Final Invoice? ☐ Yes ☐ No**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, in the following order:
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract Number: 1047702

Contract Expiration Date: November 30, 2025

SP Number: 1308-29 TH Number: 8

Billing Period: From _____ to _____

Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Actual Costs Billed: (Attach Supporting Documentation)	\$1,679,420.47			
Net Earning Totals:	\$1,679,420.47			
Total Amount due this invoice:				\$

Contractor: Complete this table when submitting an invoice for payment

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1250			
1010			
0054			
1040			
1140			
1141			
1251			
1254			
1255			
1256			
1072			
1190			
1252			
3510			
1300			
1195			
1071			
1065			
3538			
Total**			

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: _____

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

For Invoice No.: _____

Progress Report Instructions:

1. Contractor must complete the progress report form, in its entirety.
2. Contractor must sign the progress report.
3. Contractor must include the completed, signed progress report as part of the invoice package, and submit it as instructed (see Contract and/or invoice form for further details).

(Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.)

MnDOT Contract No. 1047702
Contract Expiration Date: November 30, 2025
SP Number: 1308-29 TH Number: 8

Billing Period: from _____ to _____
From: SRF Consulting Group, Inc.

Task	% of Total Contract	ENGINEERING ESTIMATE				Hours Budget	Hours Accrued This Period	Total Hours Accrued To Date	*% of Budget Hours Used
		% Work Completed This Period	% Work Completed To Date	Weight % Completed This Period	Weight % Work Completed to Date				
1	2	3	4	5	6	7	8	9	10
TOTALS:									

**Note: If Budgeted Hours Used for any task exceeds 100%, Contractor must attach an explanation to the invoice package.*

I certify that the above statement is correct, and certify that I have not knowingly made a false statement or used a false record in the preparation of this form:

Contractor's Project Manager Date

Chisago County Request for Board Action

Meeting Date: October 4, 2023	Item Number: 12
Title of Item for Consideration: Repair(s) of Concrete at Multiple County Facilities	
Action Requested by: Jon Eckel, Director	Department: Enterprise Services
Previous Action on this Matter: None.	
Background: There is concrete repair need at the following County facilities: Chisago County Government Center, Center City Public Works, Chisago County Law Enforcement Center, Chisago County HHS Building in North Branch, Chisago Lakes Library. This work includes, sidewalks, curbing, etc. Government Center = \$24,400 Center City Public Works = \$3,500 Law Enforcement Center = \$16,300 NB HHS = \$6,800 Chisago Lakes Library = \$3,300 Attachment(s): Quotes from LJ Concrete	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners authorize the D.E.S. Director to proceed with the concrete repairs for the above listed facilities, including signing any of the required purchase orders or documents. The following motion is suggested: <i>“Move to authorize the DES Director issue any required P.O.’s and sign any associated paperwork to proceed with the Chisago County facilities concrete repair project.”.</i>	
Implications of Action: Repair is needed due to damaged concrete areas, some of which are trip hazards and require immediate attention/action. Budget/Financial Implications: Need budget source defined. Total amount of project is \$54,300.00 Legal/Policy Implications: All purchasing / bid laws will be followed. 2 quotes were solicited LJ Concrete was the low bidder.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	

Action on Motion:	Aye _____	Nay _____	Abstain _____
-------------------	-----------	-----------	---------------

LJ Concrete
55 6th St NW
Forest Lake, MN
55025 US
6513197047
ljconstruction15@gmail
.com



ADDRESS

Ward Brown
Chisago County Gov Center
313 N Main St
Center City, MN 55012

Estimate 1640

DATE 08/08/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	04 Concrete	2nd street entrance. 8' x 12' sidewalk area. Tear out and replace. #3 rebar throughout. Expansion where needed.	1	1,900.00	1,900.00
	04 Concrete	2nd street sidewalk with truncated domes. 4' x 9' Tear out and replace. #3 rebar throughout. Expansion where needed. Reuse truncated domes if possible. If they are not salvageable then new domes will have to be purchased approximately \$700 more.	1	1,250.00	1,250.00
	04 Concrete	Curb at island on East side of building. 23' Tear out and replace.	1	1,700.00	1,700.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	04 Concrete	Sidewalk at island on East side of building. 4' x 18' Tear out and replace. #3 rebar throughout. Expansion where needed.	1	1,400.00	1,400.00
	04 Concrete	Garden curb. 7' Tear out and dispose of curb. Do not replace.	1	500.00	500.00
	04 Concrete	Section of curb on NE side of building. 16' Tear out and replace.	1	1,200.00	1,200.00
	04 Concrete	Section of curb on NE side of building. 25' Tear out and replace.	1	1,800.00	1,800.00
	04 Concrete	Sidewalk section on NE side of building. 7' x 7' Tear out and replace. #3 rebar throughout. Expansion where needed.	1	1,000.00	1,000.00
	04 Concrete	Concrete pad on North side of building, 11' x 15' Remove sod and replace. #3 rebar throughout. Expansion where needed.	1	2,750.00	2,750.00
	04 Concrete	Parking pad on North side of building. 14' x 20' Remove fill and replace. #3 rebar throughout. Expansion where needed.	1	3,500.00	3,500.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	04 Concrete	Bollards at North side parking pad.	8	500.00	4,000.00
		8 total.			
	04 Concrete	Parking pad.	1	2,400.00	2,400.00
		12' x 10' Tear out and replace. #3 rebar throughout. Expansion where needed.			
	05 Masonry	Patching areas as discussed.	1	1,000.00	1,000.00

All concrete is 4500 psi standard gray mix.
All areas will be based and compacted.
All concrete is broomed.
All areas will be sealed with siloxane sealer.

TOTAL	\$24,400.00
-------	-------------

Accepted By

Accepted Date

LJ Concrete
55 6th St NW
Forest Lake, MN
55025 US
6513197047
ljconstruction15@gmail
.com



ADDRESS

Ward Brown
Chisago County Highway
Department.
31325 Oasis Rd
Center City, MN 55012

Estimate 1641

DATE 08/08/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	04 Concrete	Curb on SW side of building. 40' Tear out and replace.	1	3,000.00	3,000.00
	04 Concrete	Sidewalk on SW side of building. 5' x 5' Tear out and replace. #3 rebar throughout. Expansion where needed.	1	500.00	500.00
	Sales	Patching included in Gov Center price.	1	0.00	0.00

All concrete is 4500 psi standard gray mix.
All areas will be based and compacted.
All concrete is broomed.
All flatwork is 4" thick.
All areas will be sealed with siloxane sealer.
Not responsible for failing asphalt but we can fix for an extra fee.

TOTAL

\$3,500.00

Accepted By

Accepted Date

LJ Concrete
55 6th St NW
Forest Lake, MN
55025 US
6513197047
ljconstruction15@gmail
.com



ADDRESS

Ward Brown
Chisago County Sheriffs
Office
15230 Per Rd
Center City, MN 55012

Estimate 1642

DATE 08/08/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	04 Concrete	Curb in SE parking lot. 33' total in multiple areas. Tear out and replace.	1	2,500.00	2,500.00
	04 Concrete	Dumpster pad on West side of building. 8' x 16' Tear out and replace. #3 rebar throughout. Expansion where needed.	1	2,500.00	2,500.00
	04 Concrete	Approach on NW side of building. 5' x 20' Tear out and replace with mountable curb and approach.	1	4,000.00	4,000.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	04 Concrete	Fill in green space between curb and building NE side. 1' x 144' Remove dirt and base with class 5. #3 rebar throughout. Expansion where needed.	1	2,000.00	2,000.00
	04 Concrete	Sidewalk section on NE side of building. 6' x 16' Remove dirt and base with class 5. #3 rebar throughout. Expansion where needed.	1	1,200.00	1,200.00
	04 Concrete	Sidewalk section on NE side of building. 2 sections - each 23' x 5' Remove dirt and base with class 5. #3 rebar throughout. Expansion where needed.	1	2,300.00	2,300.00
	04 Concrete	Sidewalk section on NE side of building. 6' x 8' Remove dirt and base with class 5. #3 rebar throughout. Expansion where needed.	1	600.00	600.00
	04 Concrete	Fill in green space between curb and building East side. 1' x 11' Remove dirt and base with class 5. #3 rebar throughout. Expansion where needed.	1	200.00	200.00
	05 Masonry	Patching areas as discussed.	1	1,000.00	1,000.00

All concrete is 4500 psi standard gray mix.
 All areas will be based and compacted.
 All concrete is broomed.
 All flatwork is 4" thick.

All areas will be sealed with siloxane sealer.
Not responsible for failing asphalt but we can fix for
an extra fee.

TOTAL

\$16,300.00

Accepted By

Accepted Date

LJ Concrete
55 6th St NW
Forest Lake, MN
55025 US
6513197047
ljconstruction15@gmail
.com



ADDRESS

Ward Brown
Chisago County Health and
Human Services
6133 402nd St
North Branch, MN

Estimate 1643

DATE 08/09/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	04 Concrete	Dumpster pad South side of building. 8' x 20' Tear out and replace. #3 rebar thoroughout. Expansion where needed.	1	3,300.00	3,300.00
	04 Concrete	Ramp for plowing and conex boxes South side of building. 20' x 3' Tear out existing curb and replace with ramp. #3 rebar throughout. Expansion where needed.	1	3,500.00	3,500.00

All concrete is 4500 psi standard gray mix.
All areas will be based and compacted.
All concrete is broomed.
All flatwork is 4" thick.
All areas will be sealed with siloxane sealer.
Not responsible for failing asphalt but we can fix for an extra fee.

TOTAL

\$6,800.00

Accepted By

Accepted Date

LJ Concrete
55 6th St NW
Forest Lake, MN
55025 US
6513197047
ljconstruction15@gmail
.com



ADDRESS

Ward Brown
Chisago Lakes Area Library
11754 302nd St
Chisago City, MN 55013

Estimate 1644

DATE 08/09/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	04 Concrete	Curb at main entrance South side of building. 25' Tear out and replace.	1	3,000.00	3,000.00
	Sales	Patching concrete as discussed.	1	300.00	300.00

All concrete is 4500 psi standard gray mix.
All areas will be based and compacted.
All concrete is broomed.
All flatwork is 4" thick.
All areas will be sealed with siloxane sealer.
Not responsible for failing asphalt but we can fix for an extra fee.

TOTAL

\$3,300.00

Accepted By

Accepted Date

Chisago County Request for Board Action

Meeting Date: October 4, 2023	Item Number: 13
Title of Item for Consideration: Honoring the Lives and Legacies of former Commissioners Loren Jennings and Jim Thorn	
Action Requested by: Chase Burnham, County Administrator	Department: Administration
Previous Action on this Matter: The Chisago County Guidelines for Requested Resolutions and Proclamations was adopted July 15 th , 2020.	
Background: Former Commissioner Loren Jennings passed away on Saturday, September 9th. He served as the District 5 Chisago County Commissioner from 1980 to 1984. Former Commissioner Jim Thorn passed away on Saturday, September 2nd. He served as the District 5 Chisago County Commissioner from 1997 to 2000. The Chisago County Board of Commissioner want to posthumously thank former Commissioners Jennings and Thorn for their dedication and performance, and to remember them as dedicated public servants to their community and Chisago County.	
Action Requested/Recommended: It is respectfully requested that the Chisago County Board of Commissioners to recognize the Lives and Legacies of former Commissioners Loren Jennings and Jim Thorn. The suggested motion is as follows: <i>“Move to recognize the Lives and Legacies of former Commissioners Loren Jennings and Jim Thorn.”</i>	
Implications of Action: If approved, the County Board will recognize the Lives and Legacies of former Commissioners Loren Jennings and Jim Thorn. Budget/Financial Implications: None. Legal/Policy Implications: The proposed activities appear to be in conformity with applicable state statutes and County authority and policies.	
Administrator’s Recommendation	
Approve <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

Chisago County Request for Board Action

Meeting Date: October 4, 2023	Item Number: 14
Title of Item for Consideration: County Board Proclamation of Manufacturer's Month	
Action Requested by: Nancy Hoffman, Director	Department: HRA-EDA
Previous Action on this Matter: Each year the Chisago County Board Chair proclaims the first week of October as Manufacturers' Week in Chisago County. This year the State of Minnesota has proclaimed October to be Manufacturers' Month.	
Background: The month of October has been designated by the State of Minnesota as "Manufacturers' Month." Chisago County has followed suit in proclaiming October as "Manufacturers' Month in Chisago County" in appreciation for all they provide to the economy and quality of life in the county. Attachment(s): Proclamation	
Action Requested/Recommended: It is respectfully requested by the Chisago County HRA/EDA that the Chisago County Board Chair approve proclaiming October 2023 as "Manufacturers' Month in Chisago County." The suggested action is as follows: <i>"Move to approve the attached Proclamation, which proclaims October 2023 as Manufacturers Month in Chisago County"</i>	
Implications of Action: By approving the proclamation, October will be Manufacturer's Month in Chisago 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 <u>CEB</u>	Deny _____
Other _____	
Motion By:	Seconded by:
To:	
Action on Motion:	Aye _____ Nay _____ Abstain _____

RESOLUTION NO. _____

PROCLAMATION
Declaring the Month of October 2023 as
“MANUFACTURER’S MONTH”
IN CHISAGO COUNTY

- Whereas The manufacturing industry is a dynamic part of Chisago County and Minnesota’s economy, and promotion of this sector’s strength, success and high quality of life is an integral part of Chisago County’s economic development strategy; and*
- Whereas Manufacturing provides high skill, high wage jobs which significantly contribute to Minnesota’s high standard of living and economic vitality; and*
- Whereas In 2022 there are 89 manufacturing businesses in Chisago County employing 2,453 with total wages of over \$143 million being the second largest total payroll among business sectors in Chisago County; and*
- Whereas Manufacturing jobs in Chisago County account for 16% of all private sector employment within the county; and*
- Whereas Manufacturing has the second largest total payroll among business sectors in Minnesota, providing almost \$25 billion in wages in 2022; and*
- Whereas Manufacturing produces \$63.7 billion for the state economy in 2022 and is the largest share, 14 percent of our gross domestic product; and*
- Whereas Manufactured exports brought over \$23.5 billion into the Minnesota economy in 2022,*

Now, therefore, I, Ben Montzka, Chair of the Chisago County Board, do hereby proclaim that, the month of October 2022 shall be observed as:

CHISAGO COUNTY, MINNESOTA MANUFACTURERS’ MONTH

in the County of Chisago on this fourth day of October, Two Thousand and Twenty-Three.

Ben Montzka
Chisago County Board Chair

CORRESPONDENCE

Larkin Hoffman – 9/26/2023

Federal Legislative Update

Key senators are preparing a major shift in their short-term government funding strategy, leaving aside Ukraine aid but presenting Speaker **Kevin McCarthy** with a set of new challenges.

Senate leaders and senior appropriators are eyeing passing a clean stopgap spending bill by the end of the week. The measure would fund federal agencies at current levels for another 45 days but would include little or no new cash for Ukraine or disaster relief. The usual caveats apply here. Nothing is final until it's final, and everything is still in flux.

The White House is pushing the Senate to include 45 days worth of Ukraine aid and some disaster money, according to sources familiar with the talks.

The Senate leadership's goal is to pass something that McCarthy can reasonably put on the floor to avert an Oct. 1 shutdown. However, this plan would require House Democratic votes for passage. That risks a rebellion from McCarthy's right flank, which has voiced staunch opposition to a clean CR.

It's tough to overstate the jam McCarthy would be in here. The Senate's CR would almost certainly pass with a large bipartisan majority. But putting this measure on the House floor could easily push conservative hardliners into trying to oust McCarthy.

This may look like a lifeline for McCarthy – and, under normal circumstances, it would be. But some in his conference will see putting this proposal on the floor as a betrayal. Others have softened their opposition to a stopgap measure if the bill cuts spending or includes provisions to secure the border. A clean CR will do none of that.

But the big news here is that Congress could be trying to punt the Ukraine fight until at least November, when lawmakers would likely have to enact another CR to buy more time to pass FY2024 appropriations bills.

The Republican Party's warring factions will have to hash it out on Ukraine eventually. It might not be this time – and won't be the reason for a shutdown – if the Senate leadership's current thinking wins out.



Association of
Minnesota Counties

COUNTY CYBERSECURITY

101

Fall 2023

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Disclaimers

Resources compiled by and narrative written by the Association of Minnesota Counties' Cybersecurity Task Force. References and hyperlinks to resources developed by MCIT, CISA, NACo, NYSAC, and many more included herein. This document does not delineate all cybersecurity requirements as specifically required of counties by state and federal agencies, such as the Minnesota Bureau Criminal Apprehension's (BCA) Criminal Justice Data Communications Network requirements or the FBI's CJIS Security Policy. Please consult your county officers, staff, legal counsel, and agency partners when assessing requirements. This document is meant for informational and educational purposes.

EXECUTIVE SUMMARY

This document is meant to serve as a call to action, encouraging county policymakers, administrators, and IT leadership to engage with each other on the development of county-wide cybersecurity policies, procedures, and infrastructure, to meet the rising threat of cyberattack.

A county's information technology (IT) infrastructure is essential for providing core county services that function across all service areas. The digital safety, integrity, and availability of the infrastructure is a top priority to ensure the core services are provided to our community.

Underprioritizing cybersecurity can lead directly to operational failure, extreme and sudden financial burden, and erosion of the public trust at the hands of a cyberattack operating from anywhere in the world. Due to the interconnected nature of the current day, a cybersecurity breach in one organization can sometimes expose many others – from school systems to counties to state agencies and beyond – so every organization has a responsibility to the larger community to readily address the modern threat of cyberattack. Moreover, ignorance of cybersecurity risk is not legally defensible in the event of a lawsuit.

In September of 2022, the Association of Minnesota Counties (AMC) assembled a Cybersecurity Task Force (AMC CTF; “Task Force”) to assess the statewide county cybersecurity posture at a high level. The Task Force acknowledges the need and opportunity for pursuing state-level policy and programs to help address this statewide issue. The Task Force appreciates that no matter how much action the state takes, county-level action is necessary for a cyber-secure Minnesota. To this end, the Task Force developed this document to help bolster Minnesota counties’ “cyber readiness” and elevate the digital safety of the public and the dependability of county services in the face of cyberattacks.

In this document, you will find an explanation of the cyber threats that counties face, an evergreen approach to managing the risks of exposure to ever evolving cyberattacks, and some next steps to take today to better protect your county.

The bottom line: Cybersecurity is a shared duty across leadership and staff within each county. Your county's board, administration, and IT leadership must work together in earnest to design cybersecurity policies, procedures, and infrastructure for implementation across all county departments. The threat of cyberattack is real and present, and every county must take part to create a stronger cybersecurity posture for Minnesota as a whole.

Cyberattacks on Counties

In recent years, Minnesota counties have faced an increasing number of cyberattacks. These attacks have disrupted county business, halted service to the public, burdened county governments with hefty ransoms and cyber-attack postmortem costs, and – in some cases – damaged the reputation of counties and county officials.

Cyberattacks are malicious attempts by cybercriminals to access the infrastructure using a personal computer, a connected device, an account, or other networked gear for the purposes of causing a disruption, traversing to a larger target, misdirect funds, collecting intelligence for further actions, stealing, spying on, or exposing private data, holding data for ransom, rendering the computer/device/network unavailable, fraudulently redirecting funds, or hijacking the computer/device/network for use in further attacks, among other nefarious motivations.

Cyberattacks can require expensive and time-consuming response efforts. This leads to cause serious damage to the public trust. Some examples of the types of cyberattacks and the risks they pose are described below.

Sabotage & Hijacking

- Attackers take important county functionalities offline or hijack county website(s).
 - Impact to 911 / emergency services.
 - Impact county communications, for example office phones, email systems, and websites may go down and be inaccessible to employees and the public.
 - Inability to receive/send payments, taxes, etc.

Fraud & Impersonation

- Attackers use data from hidden spyware on county systems to target payment patterns and fraudulently insert familiar-looking payment requests into billing cycle.
 - Payments can be diverted with no ability to retrieve funds.
 - Substantial levy impacts – in some cases, significant proportions of annual property tax levy for large payments toward capital projects.
- Attackers can impersonate a third party, a county partner, or a county employee to social engineer information, mis-direct payments, or cause havoc to systems and services.

Data Breach

- **Attackers access sensitive data:** Social security numbers, birth dates, banking information, program enrollment of vulnerable persons, etc.
 - **Private data accessed:** County must send notification to affected persons and voters, typically via letters signed by administrator and/or officials.
 - Depending on the data and size of the breach, credit monitoring subscriptions will also be made to the breached persons at the county expense.

- **Ransomware attack:** Attacks can remove, alter, or lock data from county systems. It will deny county access to own systems and demand payment for restoration of access and/or return of removed data.
 - Ransom attack presents a lose-lose conundrum: Paying a ransom does not guarantee you will get your data back as it was.
 - The integrity of data is lost.
 - The integrity and reputation of the county will be evaluated by the public and trust can be lost based on the county response to this type of an attack.
 - Whether or not ransom paid, attack postmortem expenses and/or data restoration takes a significant amount of time and money.
 - **Some data lost permanently:** Impacts service delivery, license status, property tax collection, etc.
- Your county's information security is heavily interrelated with your county's cybersecurity. The clearest example is how too long of a data retention schedule – say, several years' retention of most or all data – can balloon your county's risk by growing the body of data that must be classified, archived, and ultimately protected against attack.

Liability & Insurance Coverage

- Cybersecurity insurance premiums are rising, and attacks continue to mature and grow.
- A low “cyber readiness” may impact a county's ability to secure insurance coverage or may narrow terms of coverage offered.
- Insurance is a response effort and prioritizing the counties cyber posture will reduce the likelihood of requiring a large insurance policy.

Cyberattacks: The Aftermath

Whichever kind of attack befalls a county, the more severe attacks, especially on an unprepared county, can prompt substantial public response. County personnel and officials may find themselves inundated with complaints via phone, voicemail, email, the public comments portion of county board meetings, and more. This sort of response can represent a breach of the public trust, which can take a long time – often more than an election cycle – to repair.

Preparedness for Attacks and Improving Response

Counties must review and update the way they approach digital safety and cybersecurity practices. Cybersecurity is not a specialized program that falls as one of many responsibilities of an IT department. Rather, a county's "cyber readiness" must be approached strategically, holistically, and systematically with respect that this is a central, core function to deliver services across the county. The ongoing efforts to track, monitor, and achieve the county's readiness plan is a way to be ready to respond to a cyberattack. While it is typical that an I.T. department may track, lead, and maintain the program for the county, all county departments and employees play a part of ensuring the governance is followed, communication is sent and received to all appropriate parties, and that testing of the response plan is executed.

Risk Management Approach to Cybersecurity

County boards and administrators are already familiar with applying risk management to other aspects of county business. Approaching county cybersecurity from the same perspective would identify and address key areas of risk and the liability posed by the threat of cyberattacks.

A risk-based approach to cybersecurity follows the steps described below:

1. IDENTIFY RISKS – Audit your county's cybersecurity posture.

- a. Determine your assets and identify the risks associated with each.
 - i. Assets include physical property/hardware (computers, phones, switches, routers, etc.), software/services (cloud hosted and county hosted), employees, and vendors/contractors.
- b. What county services could be interrupted by a cyberattack? Said differently, what county services would halt if the county became unable to accept or receive payments? Phone calls? Emails?
- c. What kind of attack could disable emergency communications / dispatch?
- d. What private data does the county store that could be subject to a cyberattack?



2. PRIORITIZE & CATEGORIZE RISKS

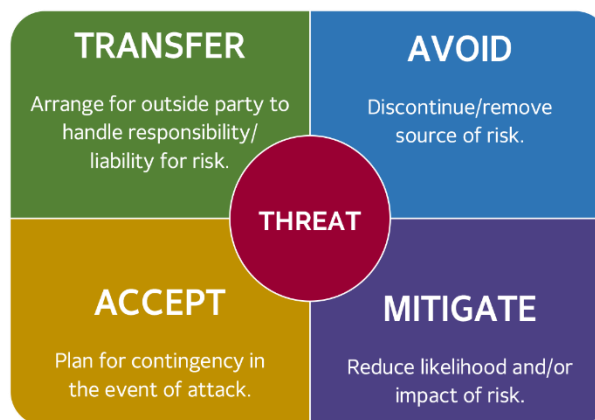
- a. Prioritize your risks listed in Step 1 as critical or non-critical. You may also include the Service type, business need, and data type (type of data transmitted, stored, accessible, etc.)
- b. Apply a standard mapping tool to each risk to determine the likelihood vs Impact of the risks. See sample.
- c. Provide acceptable timeframes as to how long a service can be down and the cost of the service being out.
- d. What services are essential to basic county function?
- e. If taken offline by a cyberattack, lack of which services could pose harm to county residents and visitors? To county partner organizations?
- f. What data poses the greatest liability (financial and reputational) if stolen or accessed in a cyberattack?
- g. What areas are most susceptible to human error / deception of county personnel by fraudulent / phishing cyberattack?

		IMPACT		
		Minor	Moderate	Significant
LIKELIHOOD	Likely	Medium	Medium High	High
	Possible	Low Medium	Medium	Medium High
	Unlikely	Low	Low Medium	Medium

3. PLAN RISK MITIGATION ACTIONS

- a. For each risk:
 - i. Do you accept the risk? If so, how will you reduce risk?
 - ii. Do you mitigate the risk? How?
 - iii. Do you transfer the risk? If so, who to and how? Vendor, insurance, etc.
 - iv. Do you remove the asset to remove or reduce the risk?

RISK MANAGEMENT STRATEGIES



- b. What standards and procedures could be established to prevent service interruption or unauthorized access? Is there a corresponding need for new funding, equipment, training, staff capacity, or other support?
- c. What procedures are in place to identify, contain, assess, and recover from cyberattacks? Which parties internally are responsible for each step? Who, externally, can responsible parties contact for assistance and reporting? Is there a corresponding need for new funding, equipment, training, staffing capacity, or other support?
- d. What liabilities can be covered through purchasing cybersecurity insurance? Which liabilities are not covered or more costly to cover than to mitigate?
- e. For any funding needed, is the need for funding ongoing? Cyclical? What funding sources are feasible and dependable?
 - i. Consistent funding is essential and currently does not exist at the state level for county use. Counties need to plan for and fund cyber readiness as it does any other critical infrastructure, recognizing that state or federal support may be sporadic, but the threat of cyberattack is constant.

		IMPACT		
		High	Medium	Low
LIKELIHOOD	High	Avoid		Reduce
	Medium	Transfer		Accept
	Low			

4. IMPLEMENT MITIGATION CONTROLS

- a. Create or update training materials, procurement processes, inventory processes, employee preparedness tests, payment procedures, mark new devices/applications with sunseting software support for upcoming year, etc.
- b. Allocate and spend funds on identified investments and risk mitigation measures.
- c. For controls identified and where appropriate, identify metrics by which to measure control success/adherence.

5. MONITOR ACTIVITY & ASSESS CONTROLS

- a. Ongoing year-round: Conduct employee training, employee preparedness tests, sunset unsupported devices/applications on schedule, sunset unused/shared user/vendor accounts, track and measure user activity and access where possible, etc.
- b. Update Security Information & Event Management (SIEM) software as necessary for any new metrics developed.
- c. As metrics indicate, identify risk areas not being improved by implemented controls; elevate for out-of-cycle reconsideration or course-correction as appropriate.
- d. Continue to identify risks, prioritize, and manage risk register (descriptive list of known risks).

Next Steps: Risk Mitigation Controls

Below are some high-value controls that a county might implement to mitigate risks in the event of an attack. These steps represent a baseline for the time of publication of this document; updates beyond those listed below may be necessary as may be identified by the cyclical risk assessment process identified above in future years.

- **ROLES & RESPONSIBILITIES**

- Develop a policy to continuously manage and monitor risks and identify the best process for doing this.
- Develop ongoing monitoring and maintenance duties; assign responsibilities and verify adherence to policies and procedures.
- Develop emergency response / cyberattack procedures; assign responsibilities and test preparedness.
- Develop and update cybersecurity policies addressing the topics below:
 - Acceptable use (of county network and/or devices)
 - Asset management
 - Change management
 - Access control
 - Incident management
 - Data classification management
 - Network management
 - Physical security
 - Security training and awareness
 - Vulnerability management
 - Remote work / work from home
 - Third party requirements

- **PERIMETER PROTECTIONS**

- Firewall
- Web filter
- Intrusion detection system (IDS) / Intrusion prevention system (IPS)

- **COMMUNICATIONS CONTROLS**

- Spam blockers
- Filtering
- Access
- Domain-based message authentication, reporting, and conformance (DMARC)

- **EMPLOYEE PREPAREDNESS TRAINING & TESTING**

- Annual (at least) phishing, fraud, internet use training, folded into “slips-trips-falls” programming.
- Automated or vendor-driven intermittent phishing / fraud testing (more frequent than annual)

- Tabletop exercises
- In-depth annual training for positions with higher levels of responsibility for data management, cyberattack incident response, etc.
- **INTERNAL ACCESS CONTROLS & ACTIVITY MONITORING**
 - Data retention policy up-to-date and in-use
 - Integrated Resource Plan (IRP) up-to-date and in-use
 - Continuous & automatic data backup – offsite?
 - Multi-factor authentication
 - Endpoint (device) protection – updated antivirus software, automated remote patching, etc.
 - Standard configurations – devices must be patched, supported, and approved to access network.
 - User-level access controls & activity monitoring
 - Security Information & Event Management (SIEM) service
 - Controls and/or monitoring for third parties accessing network or devices.

Immediate Actions for Your County

If you have not already implemented the items below in your county, please engage your board, administration, and IT leadership together to do so now!

- Conduct regular security training and testing. User error is one of the greatest areas of cybersecurity risk, so training all county personnel to detect and avoid phishing scams, suspect links or files, and other common methods of attack is vital.
- Multi factor authentication. If you cannot arrange for all staff, prioritize privileged users to systems and infrastructure.
- Limit systems from communicating outside of the USA and Canada.
- Back up your systems offsite.
- Update network infrastructure, keep software patches updated.
- Manage remote access abilities.
- Encrypt your data.
- Develop an incident response plan and test.
- Require strong and unique (not shared) passwords for all county network users.
- Establish approval process for accounts with elevated access.
- Annually review accounts, elevated accounts, access permissions, etc.
- SAMPLE COUNTY CYBER SECURITY POLICY

SAMPLE CYBERSECURITY POLICY

1. Policy Statement

Sample County acknowledges its obligation to its residents, visitors, and persons interacting with county services to establish and uphold comprehensive cyber security systems and practices.

To protect the security of all data owned or kept by Sample County and to maintain the functional integrity of all Sample County information systems and networks, Sample County will ensure its cyber security posture matches its risk profile through county-wide standards, staff and personnel training program(s), and software and hardware update schedules.

This policy applies to all employees, elected and appointed officials, contractors, and vendors, and other third parties that access data held or managed by Sample County, or the software, hardware, and systems that store or access said data.

2. Definitions

“Software” means all scripts, applications, APIs, cloud-based services, software firewalls, and other digital products or systems used by Sample County or any third party operating on behalf of or in agreement with Sample County.

“Hardware” means all user devices – phones, tablets, laptops, desktops, etc. – as well as all network devices – servers, routers, modems, Wi-Fi boosters or access points, ethernet bridges, switches, gateways, hardware firewalls, etc. – used by Sample County or any third party operating on behalf of or in agreement with Sample County.

“System” or “Systems” – especially in the context of “software, hardware, and systems” – generally refers to information systems and/or communication systems used by Sample County or that interact with information systems and/or communications systems used by Sample County.

3. Cyber Security Requirements

Sample County must establish, maintain, and update county-wide standards, procedures, and programs listed and described below. These requirements apply to all employees, elected and appointed officials, contractors, and vendors, and other third parties that access or use Sample County data, electronic systems, and/or equipment.

3.1 Cyber Security Risk Assessment Standards

Sample County shall establish a bi-/annual cyber security risk assessment process. All software, hardware, systems, and third-party partnerships related to information systems are subject to

cyber security risk assessment before they can be approved by Sample County to store or access data held or managed by Sample County.

3.2 Cyberattack Response Standards

Sample County shall establish detailed procedures for use upon detection of cyberattack to log, define, scope, track, prioritize, and resolve all known types of cyberattack for which Sample County is at risk for. The procedures shall identify the responsible persons for each component of the procedures. The procedures shall determine what software, hardware, systems, and procedures must be re-assessed for potential changes to prevent similar future cyberattacks. The procedures shall determine the extent to which notification of state agencies and the public is required, and the extent to which notification of state agencies and the public is prudent.

3.3 Activity Monitoring Standards

All software, hardware, and systems that store or access data held or managed by Sample County must be monitored for threats and cyberattacks.

3.4 Software and Hardware Standards and Vulnerability Testing

All Sample County software, hardware, and systems that store or access data held or managed by Sample County must be tested and assessed for vulnerability to cyberattack. Identified vulnerabilities must be prioritized based on risk level and be addressed promptly. All software, hardware, and systems that store or access data held or managed by Sample County must be assessed for necessary updates, replacement, and usage restrictions on a routine and timely basis. Only software, hardware, and systems approved by Sample County may be used to access data held or managed by Sample County.

3.5 Minimum Data Standards

Data held or managed by Sample County shall be stored on actively managed centralized storage devices and systems. Sample County will establish standards for: data backup; data recovery; records retention & disposal; device decommissioning, reuse, recycling, or disposal; software decommissioning; and more.

3.6 Network Security, Information Technology (IT) Systems, and User Identification Standards

Physical and/or digital access to Sample County networks and all data held or managed by Sample County software, hardware, and systems shall be restricted. Exceptions will be made

strictly as necessary to perform essential duties and in such a manner as to not jeopardize Sample County cyber security standards. All connections granting physical and/or digital access as described above must identify the user. A given user must have one identity (matching ID value, linked ID values, or similar method) across Sample County software, hardware, and systems. In the event of a breach enabled by a given user/identity Sample County must be able to, in a uniform manner, remove or limit that user/identity's access to data held or managed by Sample County across Sample County software, hardware, and systems.

3.7 Cyber Security Training and Testing Standards

Sample County will implement, maintain, and administer training and simulated testing standards and programs for County employees, elected and appointed officials, contracted workers, and any other user accessing data held or managed by Sample County. Failure to meet these standards may result in personnel policy violation(s), termination of employment or contracted agreement, or other sanctions as appropriate.

4. Implementation Responsibility

Implementation of this policy shall be the responsibility of the County Administrator acting as the agent of the Sample County Board, in consultation with the Sample County Cyber Security Committee and the Sample County IT Director and/or Chief Information Security Officer.

ACRONYMS & DEFINITIONS

- BCA CJDN – Minnesota Bureau of Criminal Apprehension’s Criminal Justice Data Communications Network
- CISA – Cybersecurity and Infrastructure Security Administration
- CJIS – United States Department of Justice / Federal Bureau of Investigation Criminal Justice Information Services
- DPS-ECN – Minnesota Department of Public Safety, Emergency Communications Networks Division
- EI-ISAC – Elections Infrastructure Information Sharing and Analysis Center
- IT – Information technology
- MCIT – Minnesota Counties Intergovernmental Trust
- MNCITLA – Minnesota County IT Leadership Association
- MS-ISAC – Multi-State Information Sharing and Analysis Center
- NACo – National Association of Counties
- NIST – National Institute of Standards and Technology
- NYSAC – New York State Association of Counties

RESOURCES

Guidance Documents

- Cybersecurity Self-Assessment (MCIT)
- Cyber Essentials Starter Kit (CISA)
- Cybersecurity Priorities Kit (NACo)
- Cybersecurity Primer for Local Governments (NYSAC)
- PSAP Cybersecurity Assessment Project Update (DPS-ECN)
- MN Judicial Branch Cybersecurity Policy 2018

Other Resources

- [BCA CJDN Security Standards](#)
- [CJIS Security Policy](#)
- [Multi-State Information Sharing and Analysis Center \(MS-ISAC\)](#)
- [Elections Infrastructure Information Sharing and Analysis Center \(EI-ISAC\)](#)
- [Minnesota County IT Leadership Association \(MNCITLA\)](#)
- [National Institute of Standards and Technology \(NIST\)](#)

ACKNOWLEDGEMENTS

Thanks to the AMC Cybersecurity Task Force members, advisors, and AMC staff for their thoughtful input and meaningful time set aside to diagnose and tackle this very important issue. Special thanks to the Subgroup members, marked with an asterisk below, who met further to aid the development of this document:

Eric Brown, Chief Information Security Officer, Ramsey County	Bill Keller, Central Services Director, Anoka County	David Minke, County Administrator, Pine County
Matthew Cook, Project Manager, AMC	Mike Koehler, CPT	Eric Nerness, Director of Claims, MCIT
Lyle Eidelbes, Executive Director, MCIS	Larry Lindor, Commissioner, Pope County	Chris Pelzer, County Coordinator, Todd County
Neal Gaalswyk, Commissioner, Cass County	David McKnight, Director of Enterprise Finance and Information Services Division, Dakota County	Julie Ring, Executive Director, AMC
Mike Gamache, Commissioner, Anoka County	Lisa Meredith, Executive Director, MnCCC	Chris Stauffer, IT Director, Roseau County
Karri Harvey, IT Director, Blue Earth County; MNCITLA Treasurer	Gene Metz, Commissioner, Nobles County	Jack Swanson, Commissioner, Roseau County
Kersten Kappmeyer, Administrator, Pope County	Amy Middendorf, IT Director, Morrison County; MNCITLA Vice Chair	Nathan Zacharias, Technology Policy Analyst, AMC; MNCITLA Executive Director

Special thanks to the Minnesota Counties Intergovernmental Trust (MCIT), namely Gerd Clabaugh and Eric Nerness, for their input that helped lead to the formation of the AMC Cybersecurity Task Force, and their work to secure cybersecurity insurance for many counties in Minnesota during a time of disruption in that space.

Thanks to the organizations listed below, each of which developed informative, direct, and timely resources to help counties begin and further their cybersecurity journeys:

Minnesota Counties Intergovernmental Trust (MCIT)	National Association of Counties (NACo)	Minnesota Department of Public Safety – Emergency Communication Networks Division (DPS-ECN)
Cybersecurity & Infrastructure Security Agency (CISA)	New York State Association of Counties (NYSAC)	

Thanks to the Minnesota Department of Information Technology (MN.IT) for its work toward elevating cyber security awareness and preparedness statewide, especially on behalf of Minnesota in its interaction with the federal offices involved in cyber security.

Finally, thanks to the Minnesota State Cybersecurity Task Force, which is spearheading development of a plan that will hopefully give Minnesota counties access to federal grant funds via the state. AMC looks forward to strong state-county collaboration to modernize our state's cybersecurity posture.