

### Kanabec County Board of Commissioners

### **Regular Meeting Agenda**

The Meeting of December 7, 2021

- Due to COVID-19 safety protocol, this meeting will be in-person and via WebEx (video/phone conference)
- The public may join the meeting via WebEx or in-person at the meeting room.

• If attending the meeting in-person, the total number of persons (including commissioners) will be limited and social distancing/safety protocol will be in effect.

### To be held via WebEx telephone call or video meeting:

Telephone call-in number for public access: 1-408-418-9388

Access Code: 2497 899 0801

### **Video Meeting link:**

https://kanabeccounty.webex.com/kanabeccounty/j.php?MTID=me1ba542743fb0f85d8c165cc32bbd6da

Meeting number: 2497 899 0801 Password: 2mBS4pa3MVz

**To be held at:** Kanabec County Courthouse

**Basement Training Rooms 3 & 4** 

18 North Vine Street Mora, MN 55051

Please use the Maple Ave Entrance. Stairs and an elevator to the basement level are accessible through the

entrance lobby.

<u>Scheduled Appointments</u>: Times are approximate and time allotted to each subject will vary. Appointment times may be changed at the discretion of the board.

9:00am a. Pledge of Allegiance

b. Agenda approval

9:05am Recess county board to a time immediately following the CHB.

**Community Health Board** 

9:35am Leota Lind, Executive Director South Country Health Alliance – Requesting Approval

of Resolution of Kanabec County Approving Amendment of the South Country Health

Alliance Joint Powers Agreement

10:00am Heidi Steinmetz, Kanabec County EDA Director – Request for Sponsorship of the

Kanabec County EDA for Minnesota Counties Intergovernmental Trust Membership

10:15am Lisa Holcomb, County Recorder- a. Discuss Appointment of County Recorder Position

b. Consider approval of Employment Agreement

The audience is invited to join the board in pledging allegiance:

I pledge allegiance to the flag

of the United States of America,

one nation under God, indivisible

with Liberty and Justice for all

and to the Republic for which it

stands:

10:30am Public Comment

Telephone call-in number for public access: 1-408-418-9388 Access Code: 2497 899 0801 10:45am Ryan Carda, Environmental Services/GIS Tech- Ordinance #11 additional revisions
 11:00am Robbie Anderson, Deputy Auditor, Property & Tax - Open Sealed Bids for the Quamba Informal Sale of 24.00305.00
 11:10am Chad Gramentz, Public Works

### Other business to be conducted as time is available:

- 1. Minutes
  - a. Regular Meeting, November 16, 2021
  - b. Special Meeting, November 23, 2021
- 2. Paid Bills
- 3. Regular Bills
  - a. Revenue Fund
  - b. Road & Bridge
- 4. SCORE Claims
- 5. American Rescue Plan Funding Request #3
- 6. Proposed FY2022 Budget Update
- 7. Commissioner Reports
- 8. CLOSED SESSION-Union Negotiation Strategy—(This portion of the meeting may be closed pursuant to Minnesota Statute §13D.03)
- 9. Future Agenda Items
- 10. Discuss any other matters that may come before the County Board

RECESS TO THE TRUTH IN TAXATION MEETING ON DECEMBER 9, 2021 AT 6:00 P.M.

### Kanabec County Community Health Board AGENDA Tuesday December 7, 2021 9:05 a.m.

1.	Call meeting to order	
2.	Agenda Approval	page 1
3.	Director's Report - Staffing –HHA - Coronavirus Update/Response Activities - Central MN Council on Aging (CMCOA) - PTO- Director	page 2
4.	MN EAS Participation and Subscription Agreement -Action requested -See attachments (6) and resolution	page 3-51
5.	Annual Contracts – Consent agenda (4 items) -Action requested -See attached agreement list and resolutions	page 52-54
6.	Financial Reports – see attached - Trial Balance - Oct 2021 Financial Report	page 55-57 page 58
7.	Abstract Approval - Action Requested - See attached Abstract and Vendor List	page 59-66
8.	Other Business	
9.	Adjourn	

### Kanabec County Community Health/Timber Trails Director's Report December 2021

### **Community Health Report**

### **Staffing:**

**HHA** – still trying to fill a position that was vacated due to a retirement

### Coronavirus information and response activities:

Information changes constantly. Current information will be provided at the meeting.

### **Central MN Council on Aging (CMCOA):**

Kanabec County Community Health was once again awarded funds to continue providing the Public Health Nurse Clinic (foot care and medication set-up). CMCOA has awarded us \$38,433. This is a slight increase from 2021 where we received \$36,193.

### PTO:

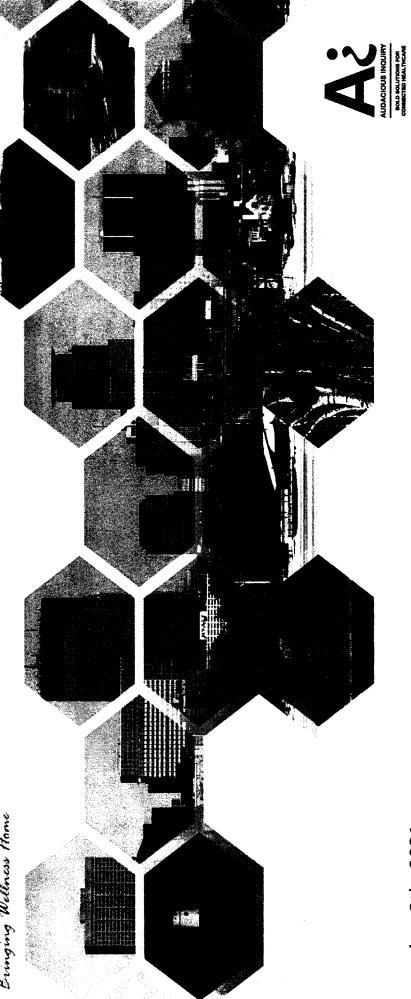
I am planning to take some time off at the beginning of January. Renee will come to the Board Meeting on January 4<sup>th</sup> so that we can get bills paid.

### THE DEPARTMENT OF HUMAN SERVICES

## **Encounter Alert Service (EAS)**







November 8th, 2021

## SCHA EAS Support Team



SOUTH COUNTRY

III ALLI MINING

Eringing Wellness Home



DEPARTMENT OF HUMAN SERVICES

Kelli Magnuson

Kelly Zaiser

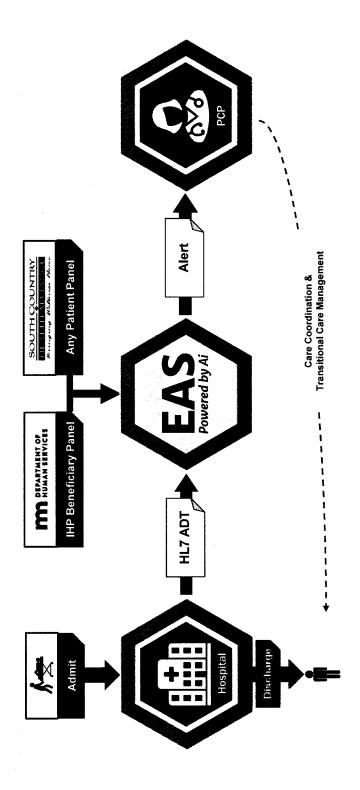
Nick Regier

**Ruth Torres** 

### Agenda

- . MN EAS How it works
- Onboarding to MN EAS Tools (PROMPT, Census View) + Demo
- 3. Questions / Answers
- 4. Next Steps

# MN EAS: Care Coordination (How it works)



# MN EAS: Care Coordination Example

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Discharge	Discharge	Discharge	Discharge Discharge	Discharge	Discharge	Discharge	Discharge	Discharge	Discharge	Discharge	Discharge	Discharge
St. John's Hospital	St. John's Hospital ER		Statohn's Hospital  Statoh	St. John's Hospital FR	M Health Fairview University	St. John's Hospital	St. John's Hospital	Sta John's Hospital	Allina Health 🕷 📭	M Health Fairview University	St. John's Hospital BR	St. John's Hospital
F41.8Anxiety disorder, unappedified	F43.21 Adjustment disorder with depressed mood	R45.851 Suiddail Ideations	F60.3Borderline personality disorder R10.84Generalized abdominal pain/deneralized abdominal pain/deneralized abdominal bain	110002Abdominai PainAbdominai PainAbdominai Pain	1	G43.900Migratins, unspecified and intractable without status migratinests	F99Mental disorder, not otherwise spedified	F41.9Anxiety disorder, unspecified	K10.9Unspecified abdominal pain	KS9.00Constitution, unspedified	Z78.6Malingerer (conscious similation)	R10.8Unapecified abdominal pain
09092020 12.27 pm	09/08/2020 05:17 pm		''''''''''''''''''''''''''''''''''''''	06/2Z/2020 08/40 pm	00/js/2021 UB:10 pm	08/16/2020 07::15 pm	08/0/2020 07:52 pm	08/09/2020 05:18 pm	08/08/2020 09:18 pm	D8/08/2020 04:49 pm	2807/2020 04:30 pm	08/04/202004;54 am:

### eMail "Tickler" example

- Provides email reminders when MNEAS alerts occur (email frequency can be customized)
- Allows users to securely access the ProMPT portal directly from the email
- Notifications can be sent to individual or group email accounts to facilitate care coordination

There is a new Notification available in the MN Encounter Alert Service from one of your patients.

Please login to https://prompt.mneas.org/#/login to view.

\*\*PLEASE DO NOT RESPOND to this system-generated eMail. \*\*

If you need assistance with the MNEAS PROMPT, please send an email to the MNEAS Support team at MN-EAS-

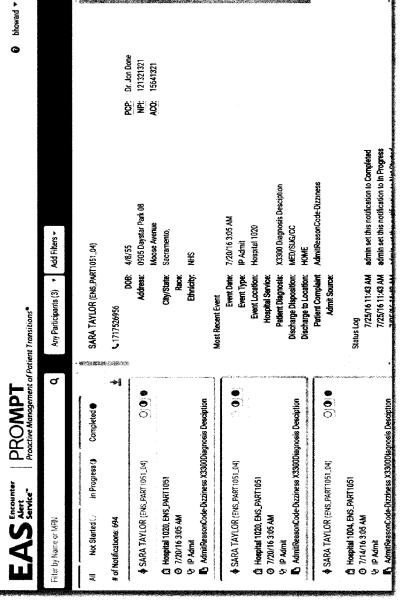
<u>ServiceDesk@aing.com.</u>

## MN EAS: PROMPT User Interface

**Enables users to:** 

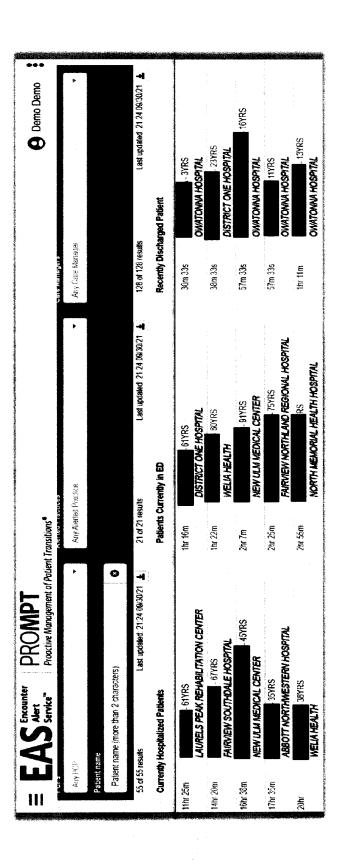
 Easily track work queues Mark progress of notifications

 Coordinate patient follow-up activities



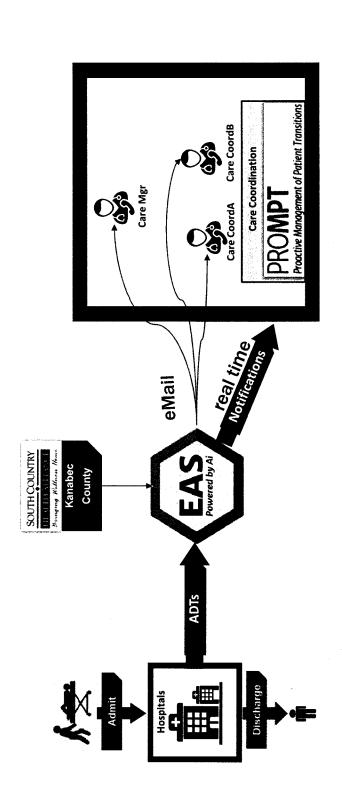
NOTE: this is a fake patient and does not contain PHI

## Census View User Interface



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## **MN EAS: Kanabec Onboarding**



- SCHA submits Kanabec panel to EAS on monthly basis.
- eMail ticklers (no PHI) can be sent to Kanabec Care Coordinators (...or those who wish to receive them).
- All alerts go into PROMPT (but only Kanabec Care Coordinators can see alerts and can filter by "Care Manager"). 4 4 6

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# MNEAS: A sampling of other participants

DEPARTMENT OF HUMAN SERVICES

NYSTROM ASSOCIATES, ITD

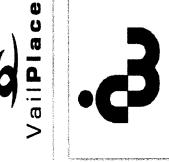
**Onboarding:** 

**S**éuild

gccend services







TOUCHSTONE

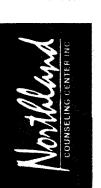
MENTAL HEALTH





ZUMBRO VALLEY

HEALTH CENTER



WOODLAND CENTERS
Providing Hope-Inspiring Change









Scenic Rivers

MANNESOTA





Southwestern Mental Health Center

Natalis Outcomes

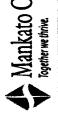
Range Mental Health Center

EMIN \* HUMAN RELATIONS CENTER

Providing Direction for Life's Problems Since 1964







Lifespik
Whole Person Senior Care

Entira FAMILY CLINICS Where generations thrive\*











		# Topic	Description
		± Who	Olmsted County Aging and Care Coordination (ACC)
SE METED COUNTY		2 EMR / Tools	EAS PROMPT, PHDoc EHR
			Assisting individuals, we serve during and after a hospitalization is a key element of all se
置う人	<b>Cimsted County</b>		Aging excate coordination provides  - Care, Blue Plus, and Medica send daily lists of members who may have expe
Adults & Seniors			fospitalization  * This information is not always complete or accurate
Support for adults with mental and physical health problems, disabilities, and other care	health problems, disabilities, and other care		Olmisted also utilizes ADT alert's through PHDoc, our EMR     Although ADT alerts have been somewhat helpful, the info is vague and often
needs.			and not received for all our members
Adult Protection	Adult Foster Care	3 Wordlowand	fertifitiguata and details from these sources tequites a for or start anno
		placement process	Post-Discharge Home Visit Provided by an Olmsted County PHN:
Information for helping vulnerable adults, including how to	Information about adult foster care		An additional service Olmsted provides, in partnership with Blue Plus, visit is Inte
make yunetable douit abuse reports.			assist member with:
			Understanding discharge instructions     Answerns greations about medications

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ended to

erlenced a

services

Partnering with EAS will enable Olmsted Co. to get real-time data about our member's This info is detailed and up-to-date, and we'll receive for all the members we serve hospitalizations Opportunity

Assisting in arranging transportation to follow-up appointmen

Assists individuals with long-term or chronic care needs

Aging and Elderly Services

Substance Use Disorder Services

(ans)

Help for those living with substance use disorders

Blue Plus made introductions (Olmsted Co. and EAS)

Assisting in making follow-up appointments as needed

- Dependable, timely data allows us to perform the work around assisting during and after hospitalizations efficiently and with much greater efficiency
  - Reliable data will enable ACC to outreach and help more people

Co-Live today (144June). Working w/TOC nurses to coordinate in-home visit after discharge.

.5 Next Steps

Programs, services, and assistance for veterans and their **Benefits Available to Veterans** 

families

information on adult mental health programs like Dialectical

Adult Behavioral Health

Behavior Therapy, Assertive Community Treatment, and

struggling to connect with resources or services they may

**Guiding Partners to Solutions (GPS)** Serves any individual or family in Omsted County who is

"We work with 3 health plans - UCare, Medica & Blue Plus. To us, the benefit for Olmsted Co. would processes that cross health plans, and give us better data to start with, but we're not sure how to go from the managed care plans. This info is often inaccurate and not timely. For us, streamlining this process between the 3 managed care plans we work with would simplify our work, allow us to have come in shifting away from the various ways in which we currently obtain admit/discharges to the MN Encounter Alert Service. Some of the ways we currently get this info is from reports received about having this conversation." Value

# Topic Description	1. Wno Allina Health	2 EMR / Tools EAS PROMPT, Allina Excellian (EPIC)	We have been using the service for one year now! tuse the MN EAS report to find patients who visited ED's and my co-worker, Lisa Sharyak, would find those who were in-patient. Recently Lisa has taken over both and is monitoring ED and IP alerts. We are adept at scouring the report and finding those IHP patients who are seen for mental health and addiction reasons process into MCHN  (such as EROH, Overdoes) as well as looking for other reasons for visits that
		ALLINA HEALTH	Resources for Recovery

### Three behavioral health agencies working together to provide hope and healing for Healthcare Network (MCHN) people with mental illness. Minnesota Community







surrounded by an entire team of people who cared about me and my recovery." "I finally felt hope again because I was

- Allina Health/MCHN Client

Next Steps   Go-Live w/NorthWest Alliance (21May)  Include members in EPIC Reporting Workbench
Place Class quality by beginning and the control of
Advisted PROMPT Taffe S
The contractive of the contracti
Opportunity    Include NorthWest Health Alliance (Allina attributed)
We have been using the service for one year now! I use the MN EAS report to find patients who visited ED's and my co-worker. Lisa Sharyak, would find those who were in-patient. Recently, Lisa has taken over both and is monitoring ED and IP alerts. We are adept at scouring the report and finding those into MCHN those IHP patients who are seen for mental health and addiction reasons for visits that might be a mental health reason. For example, we look at charts for those who might be experiencing "Chest Pain" or "Acute Stress Reaction" and often those tolks are eligible as well. We then call these patients and offer them the program, it's been a HUGE success!
Wno Alina freath. EMR / Tools EAS PROMPT, Allina Excellian (EPIC)

## MCHN Results with Allina IHP partnership

- 250 total MCHN enrollments June 2019 through January 2021
  - Total Cost of Care was reduced by \$4,047 per enrollee on average

Results

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- Inpatient admissions decreased by 59% for enrolled
- Emergency Department utilization decreased by 22% for enrolled

### **Onboarding Process**



Participation Agreement: multi-party agreement executed by all Participants

Panel: Confirm consent & NPP (and whether a "42 CFR Part 2" facility)

QSOA + SUD Attestation form

PROMPT onboarding: ~a few days from contract doc's

• Workflow: decide which events, daily vs real-time, "tickler" eMails, etc.

### **Next Steps**

1. Nightingale Notes EHR

Kanabec County could submit panel to EAS for Case Mgmt/Home Care Team (... DHS covers all Medicaid+"Dual" members).

3. Asdf

4. Asdf

5. Asdf

### MINNESOTA ENCOUNTER ALERT SERVICE (EAS) MULTI-PARTY PARTICIPATION AND SUBSCRIPTION AGREEMENT

This Minnesota Encounter Alert Service (EAS)	Multi-Party Participation and Subscription Agreement
("Multi-Party Agreement") is made as of	, 20 ("Effective Date"), by and between:

Audacious Inquiry, LLC ("Ai"), individually, on behalf of the State of Minnesota, acting through its Department of Human Services, Health Care Administration ("State"), and on behalf of all other present and future EAS Participants; and the New EAS Participant identified in the signature block below ("New EAS Participant") on behalf of itself and its EAS Participant Users (as defined below). By executing this Multi-Party Agreement, New EAS Participant agrees to become a party to the Multi-Party Agreement among all present and future EAS Participants (as defined below), and as updated from time to time on the Minnesota EAS website.

### RECITALS

Ai, pursuant to its September 15th, 2017 Professional Technical and SaaS Services Agreement ("MN-Ai Agreement") with the State, has deployed and is operating the Minnesota Encounter Alert Service ("EAS"), a service based on Ai's proprietary Encounter Notification Service (ENS®) software platform, which the State licenses from Ai. The function of the EAS is to enable information exchange inclusive of the ability to securely deliver real-time alerts to interested parties such as primary care practices, patient-centered medical homes, hospital readmission programs, and managed care organizations when certain patients or members of an EAS Participant experience a healthcare encounter.

As of the Effective Date, the EAS is being configured to provide information exchange and alerts only with respect to Minnesota Medical Assistance (MA) beneficiaries, but the State and Ai reserve the right to extend the service to address non-MA patients at a later date in accordance with then-current Governance Processes.

New EAS Participant intends to participate in the EAS Service as a sender and/or a receiver of data, or if applicable, as a conduit for the sending and receiving of data by its EAS Participant Users, as defined in the Terms and Conditions (attached hereto as <u>Attachment B</u>). Ai, as authorized by the State and the other EAS Participants, has approved such participation by New EAS Participant.

New EAS Participant's and its EAS Participant Users' access to and use of the EAS are subject to their compliance in all respects with all terms and conditions of this Multi-Party Agreement and the Terms and Conditions.

In consideration of the foregoing premises, and other good and valuable consideration, and intending to be legally bound, the parties hereto agree as follows:

- 1. **DEFINITIONS.** Capitalized terms not otherwise defined herein shall have the meanings given to them in the Terms and Conditions.
- 2. **MULTI-PARTY AGREEMENT.** New EAS Participant is hereby made a party to the Multi-Party Agreement, which includes the Attachments hereto, including but not limited to the Terms and Conditions attached hereto as <u>Attachment B</u>, and agrees to be bound by, and shall comply with, the terms thereof from the Effective Date, New EAS Participant shall be an "EAS Participant" as that term is defined in the Terms and Conditions, and shall be subject to all of the duties and obligations and entitled to the rights and benefits of an "EAS Participant" as provided therein.
- 3. **INITIAL SUBSCRIPTION ORDER.** New EAS Participant hereby subscribes to the EAS for an initial Subscription Term pursuant to the initial Subscription Order attached hereto as <u>Attachment A</u>.

### 4. ADDITIONAL EAS PARTICIPANTS.

- a. As set forth in Article 6 of the Terms and Conditions, upon acceptance of an Additional EAS Participant by Ai and the State in accordance with the then-current Governance Processes, Ai (on behalf of itself, the State and the EAS Participants) and the Additional EAS Participant will execute a multiparty agreement substantially similar to this Multi-Party Agreement. Upon execution and delivery of such Multi-Party Agreement, all then-current EAS Participants shall be deemed to be signatories to the new Multi-Party Agreement, with the result being that all then-current EAS Participants, including New EAS Participant (if it is still an EAS Participant at the time), and Additional EAS Participant are all bound by the Terms and Conditions.
- b. As further set forth in <u>Article 6</u> of the Terms and Conditions, Ai and the State may agree at any time to delegate or assign to another entity such as a governance committee the authority to (i) accept Additional EAS Participants and (ii) execute multi-party agreements with Additional EAS Participants, in which event all references to Ai in this <u>Section 4</u> shall be deemed to refer to such delegate or assignee.
- 5. **TERM AND TERMINATION.** This Multi-Party Agreement shall remain in force with respect to all then-participating EAS Participants until the earlier of (i) December 31, 2019 or (ii) termination of the Multi-Party Agreement with respect to all EAS Participants pursuant to Section 10.1.a of the Terms and Conditions. With respect to the December 31, 2019 expiration date, the Multi-Party Agreement shall autorenew as to all then-current EAS Participants unless Ai or the State provides notice of non-renewal to all EAS Participants on or before September 30, 2019. Subject to the foregoing, this Multi-Party Agreement shall remain in force with respect to New EAS Participant, and New EAS Participant shall remain an EAS Participant, until the expiration or termination of its status as an EAS Participant pursuant to the Terms and Conditions.
- 6. **ENTIRE AGREEMENT.** This Multi-Party Agreement and all of the attachments herein contain the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

NOW THEREFORE, intending to be legally bound hereby, Ai and New EAS Participant, by their authorized signatories, have executed this Multi-Party Agreement as of the Effective Date.

AUDACIOUS INQUIRY LLC	NEW EAS PARTICIPANT Participant Name:
By:	By:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

ADDRESS FOR NOTICES TO NEW EAS PARTICIPANT

### Ai DRAFT 5/30/2018

### ATTACHMENT A TO MULTI-PARTY PARTICIPATION AND SUBSCRIPTION AGREEMENT INITIAL SUBSCRIPTION ORDER

This Subscription Order describes the initial subscription details including the fee schedule and any special terms associated with participation in the specified service. Additional Subscription Orders may be executed to codify additional levels of participation in the EAS.

-	executed to codify additional levels of participa	· •	.,
EAS	S Participant Type		
	☐ Hospital, health system, or other institution ☐ Accountable care organization (ACO) ☐ Minnesota Integrated Health Partnership p ☐ Health information organization (HIO) or organization (HIO) or organization (HIO) or organization (Physician, Group practice or legal entity (PA, LLC) ☐ Other [describe]	articipant (IHP) other health information exchange (HIE) network	
EAS	Service Definition		
	l-time alerts of Emergency or Inpatient hospita Medical Assistance Beneficiaries.	lizations or discharges for attributed patients that are	•
Imp	lementation and Integration Fees		
the l Part	EAS Service for those integration methods out	s charged to EAS Participant for the Ai costs to enal lined in the Specifications. Costs for the EAS ealth record (EHR) systems are the responsibility of	
Sub	scription Fee Schedule		
Note	e: The fee schedule will include the patients or	members costs and any special pricing terms.	
#	Service	Subscription Fees	
1	EAS for IHP Beneficiaries	\$0 (paid by MN DHS)	
2	EAS for Medical Assistance Beneficiaries	\$0 (paid by MN DHS)	
term	Subscription Term of this Subscription Order	begins on, 20, and shall be coder in the EAS Multi-Party Agreement (December 3	

### ATTACHMENT B TO MULTI-PARTY PARTICIPATION AND SUBSCRIPTION AGREEMENT

### MINNESOTA MULTI-PARTY ENCOUNTER ALERT SERVICE (EAS) TERMS AND CONDITIONS

These Minnesota Multi-Party Encounter Alert Service (EAS) Terms and Conditions are between all EAS Participants (as defined below), each of whom has signed a Multi-Party Agreement agreeing to become a party hereto.

### 1. **DEFINITIONS.**

Capitalized terms defined below shall have the meanings set forth therein when used in this Agreement. All other capitalized terms shall have the meanings ascribed to them throughout this Agreement.

### **General Definitions**

- 1.1 "Additional EAS Participant" means, relative to existing EAS Participants as of a given date, another person or entity who becomes an EAS Participant on or after that date pursuant to a Multi-Party Agreement, as described in <u>Article 6</u> of these Terms and Conditions.
- 1.2 "Applicable Law" means all applicable statutes and regulations of the State of Minnesota and any other State(s) or jurisdiction(s) in which the EAS Participant operates, as well as all applicable Federal statutes, and regulations.
- 1.3 "Documentation" means the standard printed or electronic documentation for the EAS, or any customized version of such documentation, provided to EAS Participants by Ai, as updated and modified by Ai from time to time.
  - 1.4 "EAS" means the Minnesota Encounter Alert Service.
- 1.5 "EAS Access Policies" shall mean those written policies and procedures established for the EAS through Governance Processes established by agreement of the State and Ai that establish eligibility criteria for EAS Participants and govern the EAS Participants' ability to transact information using the EAS including, but not limited to, the Transaction of Message Content, as they may be amended from time to time by mutual agreement of the State and Ai. As of the Effective Date, the EAS Policies are set forth in the State/Ai document entitled "Minnesota Encounter Alert Service Access Policies", Version 1E, posted at https://mneas.org/resources/. Updated versions shall be posted to the same page.
- 1.6 "EAS Multi-Party Agreement" means an EAS Multi-Party Agreement with an EAS Participant or Additional EAS Participant as described in <u>Section 6.1</u>.
- 1.7 "EAS Operations Workgroup" means the collaborative group of volunteer EAS Participants empaneled by the State in collaboration with Ai to provide feedback from time to time on EAS policies and procedures.
- 1.8 "EAS Participant" means an authorized participant in the EAS (as determined in accordance with eligibility criteria specified in the EAS Access Policies) who has executed an EAS Multi-Party Agreement with Ai.
- 1.9 "EAS Participant Data" means any data or information supplied by EAS Participant through the EAS (including data of EAS Participant Users), and any reports, data

queries, responses to data queries, or other output generated by the EAS using or based on such data or information.

- 1.10 "EAS Participant User" means any person who has been authorized to Transact Message Content through the respective EAS Participant's System in a manner defined by the respective EAS Participant. "EAS Participant Users" are limited to health care providers and employees, contractors, or agents of an EAS Participant. For the avoidance of doubt, EAS Participant Users will not include health plans. An EAS Participant User may act as either a Submitter, Recipient or both when Transacting Message Content.
- 1.11 "EAS Platform" means a website, intranet or extranet site, WAN or LAN network site, other online facility, or portions thereof, through which EAS Participants are provided remote access to the functionality of the ENS® Solution.
- 1.12 "EAS Subscription Fees" means the fees (if any) specified in a Subscription Order for access to or use of the EAS during an EAS Subscription Term.
- 1.13 "EAS Subscription Term" means the time period specified in this Agreement or an associated Subscription Order during which EAS Participant is granted the licenses and rights of access set forth in this Agreement.
- 1.14 "Encounter Alert" means a notification of a patient encounter transmitted using the EAS, including, but not limited to (a) an alert sent by an EAS Participant to the EAS, and (b) an alert sent by the EAS to an EAS Participant.
- 1.15 "ENS® Solution" means the software and services constituting Ai's proprietary Encounter Notification Service solution for providing real-time hospital and practice encounter notification services, as it may be modified or updated by Ai from time to time.
- 1,16 "Governance Processes" means the set of activities and deliberations conducted by the State and Ai by mutual agreement. Governance Processes are expected to include collaboration with the Operations Workgroup or other multi-stakeholder advisory body empaneled to provide input related to the implementation and operations of the EAS. However, Ai and the State will have sole responsibility and discretion to manage the Governance Processes and to make related decisions regarding the EAS.
- 1.17 "Panel" means a list of Subscribed Beneficiaries submitted by an EAS Participant to the EAS to enable Alerts to the EAS Participant.
- 1.18 "Subscribed Beneficiary" means any individual member or patient submitted by an EAS Participant to the EAS Solution to enable Alerts to the EAS Participant.
- 1.19 "Subscription Order" means an order accepted by Ai under which EAS Participant subscribes to the EAS for a specific EAS Subscription Term.
- 1.20 "State" means the State of Minnesota, acting through its Department of Human Services, Health Care Administration.

### **Data Exchange Definitions**

- 1,21 "Breach" shall mean the unauthorized acquisition, access, disclosure, or use of Message Content while transacting such Message Content pursuant to this Agreement. This definition shall apply to any EAS Participant that is not a Covered Entity subject directly to the terms of HIPAA or a Business Associate of a Covered Entity. The term "Breach" does not include the following:
- a. any unintentional acquisition, access, disclosure, or use of Message Content by an employee or individual acting under the authority of an EAS Participant if—

- (I) such acquisition, access, disclosure, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the EAS Participant; and
- (II) such Message Content is not further acquired, accessed, disclosed or used by such employee or individual; or
- b. any acquisition, access, disclosure or use of information contained in or available through the EAS Participant's System where such acquisition, access, disclosure or use was not directly related to Transacting Message Content.
  - 1.22 "Message" means an electronic transmission of an Encounter Alert or other Message Content Transacted using the Specifications. Messages are intended to include all types of electronic transactions as specified in the Specifications, including the data or records transmitted with those transactions.
  - 1.23 "Message Content" means that information contained within a Message or accompanying a Message using the Specifications. This information includes, but is not limited to, Protected Health Information (PHI), de-identified data (as defined in the HIPAA Regulations at 45 C.F.R. § 164.514), individually identifiable information, pseudonymized data, metadata, digital credentials, and schema.
  - 1.24 "Payment" shall have the meaning set forth at 45 C.F.R. § 164.501 of the HIPAA Regulations.
    - 1.25 "Permitted Purpose" has the meaning set forth in Section 5.2.
  - 1.26 "Recipient" means an EAS Participant that receives Message Content through a Message for a Permitted Purpose.
  - 1,27 "Specifications" means the specifications adopted by the State and Ai from time to time to prescribe the data content, technical, and security requirements to enable EAS Participants to Transact Message Content. Specifications may include, but are not limited to, specific Network standards, services and policies.
  - 1.28 "Submitter" means an EAS Participant who submits Message Content through a Message for a Permitted Purpose.
  - 1,29 "Subscription Term" means the term of a subscription to the EAS under a Subscription Order.
  - 1.30 "Transact" means to send, request, receive, assert, respond to, submit, route, subscribe to, or publish Message Content using the Specifications.
  - 1,31 "Transaction Pattern" shall mean a type of information exchange service(s) enabled by the Specifications, such as submission of an Encounter Alert through a Message. The EAS Access Policies or Specifications will identify the Transaction Pattern(s) and the Specifications required to implement each Transaction Pattern. The Transaction Patterns may be amended from time to time through amendment of the EAS Access Policies or Specifications.
  - 1.32 "Treatment" shall have the meaning set forth at 45 C.F.R.  $\S$  164.501 of the HIPAA Regulations.

### 2. LICENSE AND RIGHTS OF ACCESS.

2.1 Subject to EAS Participant's compliance with all terms and conditions of this Agreement, Ai, on its own behalf and as agent for the State, hereby grants and shall grant to EAS Participant, and EAS Participant hereby accepts, a non-transferable, non-sublicensable (subject

- to Section 2.3), non-exclusive, limited license to (i) access and use the EAS, and the functionality of the software made available through the EAS, during the applicable EAS Subscription Term specified in a Subscription Order. Other than EAS Participant's use of the EAS as permitted under the terms and conditions of this Agreement, EAS Participant may not resell, distribute, use on a timeshare or service bureau basis, or use to operate a website or otherwise generate direct income from, the EAS.
- 2.2 Subject to <u>Section 2.3</u>, the licenses and rights of access granted herein may not be sold, assigned, leased, sublicensed, or otherwise transferred or made available by EAS Participant for use by third parties, in whole or in part, by EAS Participant without Ai's prior written consent.
- 2.3 If EAS Participant is a health information organization (HIO), health information exchange (HIE) network, accountable care organization (ACO), integrated health partnership (IHP), or other provider of gateway connectivity to its EAS Participant Users for whom it acts as a conduit, EAS Participant may allow such EAS Participant Users to access and use the EAS through EAS Participant's gateway to the EAS, subject to the terms and conditions of these Terms and Conditions.
- 2.4 EAS Participant shall not, and shall not permit any third party to: (a) create derivative works based on the EAS or any software made available through the EAS (although it may create compilations and derivative works of Encounter Alerts that it submits or receives, to the extent permitted by Applicable Law), (b) reverse engineer, decompile or otherwise attempt to discover the source code of, the EAS or any software made available through the EAS, (c) copy any features, functions or graphics of the EAS or any software made available through the EAS, (d) use the EAS to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual rights, (e) use the EAS to store or transmit malicious code, (f) interfere with or disrupt the integrity or performance of the EAS or any third-party data contained therein, or (g) attempt to gain unauthorized access to the EAS, or any programs made available through the EAS.
- 2.5 EAS Participant hereby acknowledges and agrees that the State, Ai, or their licensors respectively are the sole owners of all copyright, patent, trademark, trade secret and other proprietary or intellectual property rights in and to the EAS, ENS® Solution or ENS® Platform, including but not limited to the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, screen displays, and report formats associated therewith and trademarks associated or displayed therein. The State, Ai and its licensors respectively reserve all rights in and to the EAS, ENS® Solution and the ENS® Platform not expressly granted to EAS Participant hereunder.
- 2.6 EAS Participant as a Submitter shall not retain any ownership rights in Encounter Alerts transmitted by the EAS. However, nothing in this Article 2 is intended to transfer to the State or Ai ownership or exclusive rights to use EAS Participant Data as supplied by EAS Participant, which EAS Participant shall continue to have rights to use for its own purposes. The State and Ai shall have the right to retain and use Message Content and EAS Participant Data, to the extent specified in Article 5 and Sections 10.1.e and 10.1.f, as such retention and use may be further limited by the EAS Access Policies.
- 2.7 For the avoidance of doubt, in no event shall the State, in its capacity as a payor, receive access to raw or identifiable EAS Participant Data. However, the State may receive access to aggregated, de-identified usage reports based on the EAS Participant Data. The parties agree that it is foreseeable that a State program may qualify as an eligible EAS Participant under this Agreement in the future; therefore, notwithstanding the foregoing, nothing in this paragraph shall preclude the State, in the capacity of an EAS Participant, from properly receiving raw or

identifiable EAS Participant Data after duly executing a joinder to this Multi-Party Agreement as an EAS Participant.

### 3. EAS SUBSCRIPTION FEES

EAS Subscription Fees shall be as set forth in each applicable Subscription Order.

### 4. EAS PARTICIPANT GENERAL RESPONSIBILITIES.

- 4.1 Except as otherwise provided herein, EAS Participant shall have sole responsibility for acquiring and maintaining EAS Participant's own technology environment, including but not limited to data exchange interfaces, workstations, operating systems, servers, Internet access, and networks necessary to use or access the EAS. EAS Participant shall also be responsible for making any necessary modifications to firewalls, proxy servers and other hardware and software necessary to use or access the EAS.
- 4,2 EAS Participant is solely responsible for the content of any and all EAS Participant Data submitted by it or its EAS Participant Users through or by the EAS, and acknowledges that other EAS Participants and EAS Participant Users are solely responsible for their respective data submitted through or by the EAS. Neither the State nor Ai, nor their licensors, suppliers or partners accept, and each hereby expressly disclaims, any and all liability with respect to such content.

### 5. EAS PARTICIPANT DATA EXCHANGE RESPONSIBILITIES.

- 5.1 Use of Messages and Message Content
- a. Permitted Purpose. EAS Participant shall only Transact Message Content for a Permitted Purpose.
- b. Permitted Future Uses. Subject to this <u>Article 5</u>, Recipients may retain, use and re-disclose Message Content in accordance with Applicable Law and the Recipient's record retention policies and procedures.
- c. Management Uses. Subject to the terms of the Business Associate Agreement between the parties, Ai may request, and EAS Participant will not unreasonably withhold, reasonable information necessary for the administration or operation of the EAS. Notwithstanding the preceding sentence, in no case shall an EAS Participant be required to disclose information or PHI to Ai in violation of Applicable Law. Any information, other than Message Content, provided by an EAS Participant to Ai shall be labeled as Confidential Participant Information and shall be treated as such. Ai reserves the right to use Messages, Message Content, and other EAS Participant information to administer and operate the EAS system.

### 5.2 Permitted Purpose

- a. "Permitted Purpose" means one of the following reasons for which EAS
  Participants may legitimately Transact Message Content, subject to any additional limitations or use cases
  established by the EAS Access Policies or the Specifications, and in accordance with Applicable Law,
  inclusive of the Minnesota Health Records Act:
  - i. Treatment of the individual who is the subject of the Message including provider-based care coordination and care management

ii. Uses and disclosures pursuant to an Authorization provided by the individual who is the subject of the Message or such individual's personal representative as described in 45 C.F.R. § 164.502(g) of the HIPAA Regulations.

### 5.3 EAS Access Policies

- a. Compliance with EAS Access Policies. EAS Participant is responsible for determining whether and how to Transact Message Content based on the application of the EAS Access Policies and Specifications, and EAS Participant's own access policies. EAS Participant shall comply with (i) the portions of the EAS Access Policies identified as being applicable to EAS Participants, (ii) Applicable Law, (iii) this Agreement, and (iv) all applicable Specifications, in Transacting Message Content.
- b. The State and Ai may jointly change or amend the EAS Access Policies and Specifications at their discretion after reasonable consultation with the Operations Workgroup (and at their option, other EAS Participants) in accordance with the applicable Governance Processes. All such changes shall comply with Applicable Law and the terms of this Agreement. Ai (or the State) shall provide all EAS Participants reasonable advance notice of such changes. Any changes will be effective no earlier than ninety (90) days following adoption by the State and Ai, unless the State and Ai determine that an earlier effective date is required to address a legal requirement, a concern relating to the privacy or security of data, or an emergency situation. EAS Participants shall have no ownership or other property rights in EAS Access Policies or Specifications, and amendments thereto shall not require the consent of EAS Participants.
- c. User Identification. EAS Participant shall be responsible for the identification and appropriateness of access for each person seeking to access the EAS as a Participant User of the EAS Participant. For EAS Participants that are acting as a Gateway, EAS Participant must enforce EAS Access Policies and Permitted Purposes defined in this Agreement.

### 5.4 Enterprise Security

- a. General. EAS Participant shall be responsible for maintaining a secure environment. EAS Participant shall use appropriate safeguards to prevent use or disclosure of Message Content other than as permitted by this Agreement, including appropriate administrative, physical, and technical safeguards that protect the confidentiality, integrity, and availability of that Message Content, including those identified in the HIPAA Security Rule, 45 C.F.R. Part 160 and Part 164, Subparts A and C. EAS Participant shall, as appropriate under either the HIPAA Regulations, or under Applicable Law, have written privacy and security policies in place.
- b. Malicious Software. EAS Participant shall ensure that it employs security controls that meet applicable industry or Federal standards so that the information and Message Content being Transacted and any method of Transacting such information and Message Content will not introduce any viruses, worms, unauthorized cookies, trojans, malicious software, "malware," or other program, routine, subroutine, or data designed to disrupt the proper operation of a System or any part thereof or any hardware or software used by an EAS Participant in connection therewith, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action, will cause a System or any part thereof or any hardware, software or data used by an EAS Participant in connection therewith, to be improperly accessed, destroyed, damaged, or otherwise made inoperable. In the absence of applicable industry standards, EAS Participant shall use all commercially reasonable efforts to comply with the requirements of this Section 5.4.

### 5.5 Expectations Of Participants

a. If EAS Participant or an EAS Participant User receives Encounter Alerts or other Message Content for Treatment, if technically able, it shall have a corresponding reciprocal duty to

provide Message Content for Treatment. All Message Content shall comply with Specifications, this Agreement, and Applicable Law. Nothing in this <u>Section 5.5.a</u> shall require a disclosure that is contrary to a restriction placed on the Message Content by a patient pursuant to Applicable Law.

- b. Accuracy of Message Content. When acting as a Submitter, EAS Participant hereby represents that at the time of transmission, the Message Content it provides is an accurate representation of the data contained in, or available through, its system.
- c. Express Warranty of Authority to Transact Message Content. To the extent EAS Participant is a Submitter and is providing Message Content to a Recipient, EAS Participant represents and warrants that it has sufficient authority to Transact such Message Content.
- d. Participant Consent. Prior to Transacting Message content through EAS or submitting a Panel to EAS, EAS Participants shall comply with all applicable laws governing patient consent to the disclosure of information including all applicable statutes and regulations of the State of Minnesota, and any other State(s) or jurisdiction(s) in which the EAS Participant operates, as well as all applicable Federal statutes, and regulations and the EAS Access Policies.
  - 5.6 Flowdown Obligations. Each EAS Participant shall be responsible and liable for ensuring its Participant Users' compliance with these Terms and Conditions.

### 6. ADDITIONAL EAS PARTICIPANTS

- 6.1 Upon acceptance of an Additional EAS Participant by Ai and the State in accordance with the then-current Governance Processes, Ai (on behalf of itself, the State and the EAS Participants) and the Additional EAS Participant will execute an EAS Multi-Party Agreement. Upon execution and delivery of such multi-party agreement, all then-current EAS Participants shall be deemed to be signatories to the new EAS Multi-Party Agreement, with the result being that all then-current EAS Participants and Additional EAS Participant are all bound by this Terms and Conditions.
- 6.2 Ai and the State may agree at any time to delegate or assign to another entity such as a governance committee the authority to (i) accept Additional EAS Participants and (ii) execute EAS Multi-Party Agreements with Additional EAS Participants, in which event all references to Ai as the future signatory of new EAS Multi-Party Agreements in this <a href="Article 6">Article 6</a> shall be deemed to refer to such delegate or assignee.

### 7. AI DATA EXCHANGE RESPONSIBILITIES.

- 7.1 Ai shall operate the EAS in accordance with (i) the MN-Ai Agreement and applicable Statements of Work thereunder, (ii) the portions of the EAS Access Policies identified as being applicable to Ai, as they may be amended from time to time by mutual agreement of the State and Ai, (iii) Applicable Law, (iv) this Agreement, and (v) all applicable Specifications, in Transacting Message Content.
- 7.2 Ai shall comply with its privacy and security obligations under the Data Sharing and Business Associate Agreement Terms and Conditions attached as Appendix 1 to the MN-Ai Agreement, as it may be amended from time to time by mutual agreement of Ai and the State, and any additional privacy and security obligations to EAS Participants under this Multi-Party Agreement.
- 7.3 Ai and the State shall be responsible and liable for ensuring their respective compliance, including the compliance of any employees and subcontractors, with the Terms and Conditions of this agreement.

- 7.4 Enterprise Security. Ai and the State shall be responsible for maintaining a secure environment. Ai and the State shall use appropriate safeguards to prevent use or disclosure of Message Content other than as permitted by this Agreement, including appropriate administrative, physical, and technical safeguards that protect the confidentiality, integrity, and availability of that Message Content, including those identified in the HIPAA Security Rule, 45 C.F.R. Part 160 and Part 164, Subparts A and C. Ai and the State shall, as appropriate under either the HIPAA Regulations, or under Applicable Law, have written privacy and security policies in place.
- 7.5 Malicious Software. Ai and the State shall each ensure that it employs security controls that meet applicable industry or Federal standards so that the information and Message Content being Transacted and any method of Transacting such information and Message Content will not introduce any viruses, worms, unauthorized cookies, trojans, malicious software, "malware," or other program, routine, subroutine, or data designed to disrupt the proper operation of a System or any part thereof or any hardware or software used by an EAS Participant in connection therewith, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action, will cause a System or any part thereof or any hardware, software or data used by an EAS Participant in connection therewith, to be improperly accessed, destroyed, damaged, or otherwise made inoperable.

### 8. DISCLAIMERS AND LIMITATIONS OF LIABILITY.

- DISCLAIMER OF OTHER WARRANTIES. EXCEPT FOR THE EXPRESS 8.1 WARRANTIES SET FORTH IN THIS AGREEMENT, AI, THE STATE, AND THEIR RESPECTIVE LICENSORS AND TECHNOLOGY VENDORS (A) HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. TITLE, **NON-INFRINGEMENT** AND QUALITY; (B) MAKE NO REPRESENTATIONS OR **WARRANTIES REGARDING** THE RELIABILITY, AVAILABILITY, TIMELINESS, SUITABILITY, ACCURACY OR COMPLETENESS OF THE EAS OR THE RESULTS THAT ANY EAS PARTICIPANT MAY OBTAIN BY USING THE SERVICES; AND (C) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY PATIENT DATA RECEIVED FROM ANY EAS PARTICIPANT. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, INCLUDING SECTION 5.5.b. EAS PARTICIPANT PROVIDES THE EAS PARTICIPANT DATA AS-IS AND DOES NOT WARRANT THE ACCURACY OF THE EAS PARTICIPANT DATA.
- 8.2 PATIENT MATCHING AND OTHER ERRORS. WITHOUT LIMITING THE GENERALITY OF SECTION 8.1, AI, THE STATE, AND THEIR RESPECTIVE LICENSORS AND TECHNOLOGY VENDORS DO NOT REPRESENT OR WARRANT THAT THE OPERATION OR USE OF THE EAS WILL BE TIMELY, UNINTERRUPTED OR ERRORFREE. IN PARTICULAR, (I) THEY DO NOT WARRANT AGAINST POSSIBLE ERRORS OR MISMATCHES WHEN MATCHING PATIENT IDENTITIES BETWEEN DISPARATE DATA SOURCES, ALTHOUGH AI WILL USE COMMERCIALLY REASONABLE EFFORTS TO MINIMIZE BOTH "FALSE NEGATIVE" AND "FALSE POSITIVE" ERRORS OR MISMATCHES THAT COULD RESULT IN INADVERTENT DISCLOSURES OF PHI, AND (II) THEY DO NOT WARRANT AGAINST POSSIBLE ERRORS CAUSED BY SELF-PAY PATIENT ENCOUNTERS WITH EAS PARTICIPANTS OR THE RECEIPT AND ROUTING OF SENSITIVE HEALTH DATA SUBJECT TO SPECIAL PROTECTIONS, ALTHOUGH AI WILL USE COMMERCIALLY REASONABLE EFFORTS TO MINIMIZE SUCH ERRORS.

- 8,3 EXCLUSION OF CERTAIN DAMAGES. IN NO EVENT SHALL THE STATE, AI, EAS PARTICIPANTS, OR THEIR RESPECTIVE LICENSORS AND TECHNOLOGY VENDORS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE, OR LOSS OF INFORMATION OR DATA, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORIES OF LIABILITY, EVEN IF ANY OF THEM HAVE BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING. DAMAGES UNDER SECTION 8.4 SHALL BE DEEMED DIRECT RATHER THAN INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.
- DAMAGES FOR PRIVACY BREACHES. WITH RESPECT TO DAMAGES CAUSED BY A PARTY FOR BREACH OF SUCH PARTY'S PRIVACY OBLIGATIONS UNDER THIS AGREEMENT, THE BUSINESS ASSOCIATE AGREEMENT, OR APPLICABLE LAW, THE NON-BREACHING PARTY CAN RECOVER FROM THE BREACHING PARTY THE ACTUAL AMOUNT OF: (i) THE FINANCIAL PENALTIES OR FINES ASSESSED AGAINST THE OTHER PARTY BY GOVERNMENTAL AUTHORITIES DUE TO THE BREACH, (ii) THE OTHER PARTY'S REASONABLE EXPENSES INCURRED IN CONNECTION WITH INVESTIGATING AND REPORTING SUCH BREACH TO THE INDIVIDUALS WHOSE DATA WAS DISCLOSED OR (WHERE REQUIRED BY LAW) TO GOVERNMENTAL AUTHORITIES; (iii) THE ACTUAL COST TO THE OTHER PARTY OF CALL CENTER SERVICES ESTABLISHED FOR COMMUNICATIONS WITH INDIVIDUALS RELATING TO THE BREACH; (iv) THE ACTUAL COST OF ANY CREDIT MONITORING SERVICES THAT THE OTHER PARTY PURCHASES FOR THE PERSONS WHOSE DATA WAS DISCLOSED DUE TO THE BREACH: AND (v) INDEMNITY UNDER THE APPLICABLE BUSINESS ASSOCIATE AGREEMENT WITH RESPECT TO THIRD PARTY CLAIMS.
- 8.5 MAXIMUM LIABILITY. THE CUMULATIVE MAXIMUM LIABILITY OF THE STATE, AI, EAS PARTICIPANT, AND THEIR RESPECTIVE LICENSORS AND TECHNOLOGY VENDORS TO EAS PARTICIPANTS FOR ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, DAMAGES, AND LIABILITIES ARISING IN CONNECTION WITH THE EAS, REGARDLESS OF THE NUMBER OF OCCURRENCES OR CLAIMS, SHALL BE LIMITED TO TEN MILLION DOLLARS (USD \$10 MILLION) IN AGGREGATE. NOTHING IN THIS SECTION 8.8 OR THIS AGREEMENT IS INTENDED TO WAIVE OR LIMIT ANY SOVEREIGN IMMUNITY OF THE STATE (OR OF AI AS AGENT FOR THE STATE, IF APPLICABLE) OR ANY OTHER STATUTORY LIMITATION ON THE STATE'S OR AI'S LIABILITY.

### 9. EAS PARTICIPANTS' LIABILITY AND NON-LIABILITY FOR OTHERS' ACTIONS

9.1 EAS Participant Liability. Each EAS Participant shall be responsible for its acts and omissions and those of its EAS Participant Users. No EAS Participant shall be responsible for the acts or omissions of any other EAS Participant or such other EAS Participant's EAS Participant Users. Each EAS Participant shall be responsible for harm to third parties caused by the use or misuse of any password, login or other identifier issued to such EAS Participant or its EAS Participant User, to the extent that the actor's use or misuse was enabled by EAS Participant's or its EAS Participant User's negligence, willful misconduct, or breach of this Agreement Notwithstanding any provision in this Agreement to the contrary, the State, Ai, and EAS Participants shall not be liable for any act or omission if a cause of action or liability for

such act or omission is otherwise prohibited by Applicable Law. This <u>Section 9.1</u> shall not be construed as a hold harmless or indemnification provision.

### 10. TERMINATION AND SUSPENSION.

### 10.1 General

- a. Expiration or termination of the Multi-Party Agreement as a whole shall terminate all EAS Participants' and EAS Participant Users' participation therein.
- b. EAS Participant may withdraw from and terminate its joinder in this Multi-Party Agreement and any of its Subscription Orders for its convenience, for any reason or no reason, on thirty (30) days' notice to Ai.
- c. Either Ai on behalf of the State, or EAS Participant, may terminate EAS Participant's joinder in this Agreement or any or all Subscription Orders hereunder for material breach by the other party that is not cured within thirty (30) days after notice of such breach.
- d. Ai on behalf of the State may immediately terminate EAS Participant's joinder in this Multi-Party Agreement and may terminate any or all Subscription Orders hereunder if EAS Participant becomes insolvent, liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for the relief of debtors, or initiates any proceeding seeking protection from creditors, or is the subject of any proceeding seeking protection from creditors that is not dismissed within ninety (90) days.
- e. Subject to Section 10.1.f, upon expiration or termination of an EAS Participant's joinder in the Multi-Party Agreement for any reason, Ai shall promptly return or destroy, at the election of EAS Participant, all raw, identifiable patient data of EAS Participant provided to Ai, including any copies thereof, and shall delete database content that contains such data. In addition, Ai shall comply with the applicable terms and conditions of the Business Associate Agreement between EAS Participant and Ai attached hereto as Attachment C.
- f. For the avoidance of doubt, EAS Participant agrees that Ai is not required to cause or ensure the return or destruction of transmitted Encounter Alerts that are in the possession of other EAS Participants following transmission; however, upon termination with respect to a specific EAS Participant, Ai is required to return or destroy (at EAS Participant's option) copies of such information submitted by EAS Participant that remain in Ai's possession following transmission. The foregoing does not require return or destruction of the following: minimum necessary Message Content which shall consist of no more than the submitting EAS Participant's medical record number (MRN) and the Message Date Time stamp.
  - 10.2 The State and Ai reserve the right to immediately suspend, limit, or deny access to the EAS by EAS Participant (and any EAS Participant User accessing the EAS through EAS Participant) if either the State or Ai determines, in its sole reasonable discretion, that traffic originating from such EAS Participant is potentially fraudulent data or represents fraudulent activity, has been affected by malware, denial-of-service attacks, or similar security or system failures, is in violation of Applicable Law or EAS Access Policies, or is otherwise compromised or could represent data or transmissions which could put at material risk the EAS, the EAS Platform, the State, Ai, other EAS Participants, patients, or third parties, or that EAS Participant has materially violated the prohibitions in Section 2.4. The State and Ai will notify the EAS Participant prior to suspending, limiting, or denying access, unless exigent circumstances make such advance notice impractical or in violation of this Agreement or applicable law, in which case they will notify the EAS Participant as soon as reasonably practicable after the curtailment of access. The notification of the suspension, limitation, or denial of access will include the reasons for suspension, limitation, or denial.

10.3 All licenses and rights of access granted hereunder to EAS Participant and its EAS Participant Users shall terminate immediately upon expiration or termination of this Agreement or the applicable Subscription Term with respect to EAS Participant. The provisions of Sections 2.2, 2.4, and 2.5 (License), Article 8 (Disclaimers and Limitations of Liability), Article 9 (No Liability for Other EAS Participants' Actions), Article 11 (Confidential and Proprietary Information), and Article 12 (Miscellaneous) as well as any other provisions of this Agreement necessary to interpret the respective rights and obligations of the parties hereunder, shall survive the expiration or termination of this Agreement.

### 11. CONFIDENTIAL AND PROPRIETARY INFORMATION.

- 11.1 Definition. EAS Participant and Ai each acknowledge that the other Party is the owner of proprietary and confidential information, including, without limitation, software, business plans and strategies. All such information described in this paragraph, as well as the terms and conditions of this Agreement, shall hereinafter be referred to collectively as "Confidential Information." Confidential Information does not include information that: (i) is in the possession of the recipient free of any obligation of confidentiality at the time of its disclosure; (ii) is or becomes publicly known other than by a breach of this provision; (iii) is received without restriction from a non-Party free to disclose it; or (iv) is developed independently by the receiving Party without reference to or reliance on the Confidential Information.
- 11.2 Non-Disclosure. Each Party as a recipient of Confidential Information ("Recipient") shall use the other's ("Discloser's") Confidential Information only for purposes of performance or receipt of performance under the Agreement, and shall protect it from unauthorized disclosure using the same degree of care it uses for its own Confidential Information (but no less than a reasonable degree of care.) Neither Party as a Recipient may disclose the Discloser's Confidential Information to any third party (other than its attorneys, contractors, investors, lenders, or insurers bound by confidentiality obligations no less stringent than those set forth herein) without the Discloser's prior written consent, except as required by law or regulation provided that the Recipient notifies the Discloser to enable the Discloser to take protective measures with respect to the disclosure of its Confidential Information. Such consent shall not be unreasonably withheld with respect to requested disclosure to a Recipient's investors, lenders, contractors, or Subcontractors, provided that such persons are bound by confidentiality obligations no less stringent than those set forth herein.

### 12. MISCELLANEOUS

- 12.1 Insurance. Ai will maintain general liability insurance with a general aggregate limit of not less than \$5 million. Ai will maintain Errors and Omissions Insurance with an event limit of not less than \$5 million. Ai will maintain Cyber Liability insurance with an event limit of not less than \$2 million per occurrence and \$10 million aggregate. Ai will ensure that its employees and agents providing Services hereunder are covered by workmen's compensation insurance.
- 12.2 Assignment. Neither Party may assign any rights or obligations under this Agreement to any person without the prior written consent of the other Party, except to a successor by merger, acquisition, or sale of substantially all of such Party's business or assets. Ai may subcontract the performance of Services, but shall remain responsible for the acts and omissions of its subcontractors as though they were acts or omissions of Ai itself.
- 12.3 Binding Effect. This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.

- 12.4 Waiver. No waiver will be binding on a Party unless it is in writing and signed by the Party making the waiver. A Party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.
- 12.5 Notices. All notices or other communications required or permitted by this Agreement shall be in writing. Delivery can be made in person, by overnight courier of national repute, or by registered or certified mail, with return receipt requested, to the parties at their respective addresses as set forth below or to such other address as either Party shall give to the other Party in the manner provided herein for giving notice. Notice delivered personally shall be considered given at the time it is delivered. Notice by overnight courier or mail shall be considered given on the date received. In any case, such notice shall be addressed as follows:

If to EAS Participant: If to Ai: Audacious Inquiry, LLC 5523 Research Park Drive To the address(es) for notice set forth below the Suite 370 signature block in EAS Participant's joinder in Baltimore, MD 21228 the Multi-Party Agreement Attn: Scott Afzal, Partner (safzal@ainq.com) With a copy to the State at: Minnesota Dept. of Human Services 540 Cedar Street St. Paul, MN, 55101 Attn: Jackie S. Sias

- 12.6 Attachments. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.
- 12.7 Amendment. This Agreement may be amended only by a subsequent written document signed by both parties.
- 12.8 Validity. If any term or provision of this Agreement is deemed invalid or unenforceable, such term or provision shall not invalidate the rest of this Agreement, which shall nonetheless remain in full force and effect as if such invalidated or unenforceable term or provision had not been made a part of this Agreement.
- 12.9 Third-Party Beneficiaries. The parties do not intend to confer any right or remedy on any third party through this Agreement, including EAS Participant Users, their clients or patients, or other downstream users of EAS services.
- 12.10 Governing Law. This Agreement is governed by the laws of the State of Minnesota, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.
- 12.11 Arbitration. Except as otherwise provided herein, any controversy or claim arising out of or relating to this Agreement or the Services will be adjudicated exclusively by arbitration in St. Paul, Minnesota in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. If the amount in controversy is \$250,000 or less,

the matter will be heard by a single arbitrator. If the amount in controversy is greater than \$250,000, the matter will be heard by a three-arbitrator panel. Each arbitrator shall be an attorney knowledgeable in the area of healthcare law. Each Party shall bear its own costs and attorneys' fees. The arbitrator(s) shall have no authority to add to, subtract from, or modify any of the terms or provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. The arbitrator shall not have the authority to award damages or other relief excluded by this Agreement, nor shall the arbitrator have the authority to award attorneys' fees to a Party.

- 12.12 Publicity and Press Release. Neither Party shall issue a Press Release or make any other public announcement regarding the relationship of the Parties as embodied in the Agreements or otherwise without written consent of the other Party. Ai may identify EAS Participant as an Ai customer in its customer lists or other marketing materials only with prior written approval from EAS Participant.
- 12.13 Entire Agreement. The Multi-Party Agreement, these Terms and Conditions, and the applicable Subscription Order(s) contain the entire understanding of the parties regarding the subject matter of this Agreement and supersede all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

### ATTACHMENT C – BUSINESS ASSOCIATE AGREEMENT

### **Qualified Service Organization Agreement**

WHEREAS, pursuant to the Multi-Party Participation and Subscription Agreement dated \_\_\_\_\_\_\_, Kanabec County (the "Program") wishes to obtain and Audacious Inquiry ("AI") is willing to provide, certain encounter alert services (the "Services") to the Program and in order to do so, AI must have access to Part 2 Information, as defined below:

WHEREAS, the Services fall under the enumerated categories of services that can make an entity a "qualified service organization" under 42 C.F.R. § 2.11;

WHEREAS, in providing the Services for the Program, AI will service as a "qualified service organization" of the Program as defined in the Confidentiality of Alcohol and Drug Abuse Patient Records regulations, 42 C.F.R. Part 2, as amended ("42 C.F.R. Part 2"); and

WHEREAS, 42 C.F.R. Part 2 permits the exchange of information to support services provided to a substance use disorder treatment program but prohibits broader sharing of information without patient consent;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AI and the Program, intending to be legally bound, hereby agree as follows:

### 1. Definitions

- a. "Part 2 Information" means information protected by 42 C.F.R. Part 2, as more specifically set forth at 42 C.F.R. §§ 2.11 and 2.12(a).
- b. "Consent" means a patient's written consent to disclosure of Part 2 Information that conforms with the requirements for valid patient consent set forth in 42 C.F.R. § 2.31.

### 2. Responsibilities of the Parties

AI:

- a. Acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with Part 2 Information received from the Program, it is fully bound by the provisions of 42 C.F.R. Part 2;
- b. agrees to resist any efforts in judicial proceedings to obtain access to the Part 2 Information except as expressly provided for in 42 C.F.R. Part 2;
- c. AI agrees that it will use and disclose Part 2 Information only as necessary to perform the Services or as otherwise permitted by 42 C.F.R. Part 2;
- d. will require any contract agent assisting AI in providing the Services to agree to comply with 42 C.F.R. Part 2 in receiving, maintaining, processing, or otherwise using any Part 2 Information, and, if AI learns of a pattern or practice by the agent

- that is a material breach of the contract with AI, to take reasonable steps to cure the breach or terminate the contract, if feasible;
- e. agrees to follow all other applicable laws including but not limited to the provisions of the Health Insurance Portability and Accountability Act and Minnesota Statutes Chapters 13 and 144; and
- f. agrees to follow other applicable agreements including but not limited to the business associate agreement between AI and the Program.

#### 3. Termination

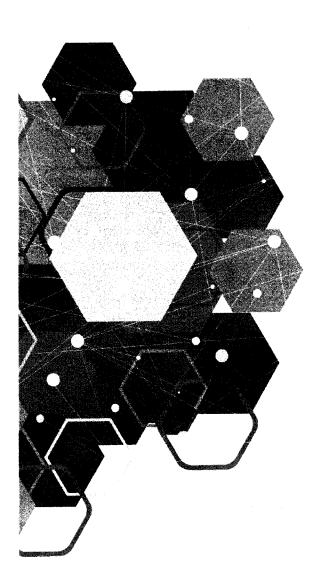
- a. This QSOA will terminate automatically upon termination of the Multi-Party Participation and Subscription Agreement.
- b. Upon termination of this QSOA for any reason, AI shall return or destroy all Part 2 Information received from the Program, or created or received by AI on behalf of the Program. This provision shall apply to Part 2 Information that is in the possession of subcontractors or agents of AI. AI shall retain no copies of the Part 2 Information.

AI and the Program have entered in 20	to this QSOA effective as of the day of
AGREED TO:	
For the Program:	For AI:
	· · · · · · · · · · · · · · · · · · ·
Signature	Signature
Kathy Burski	
Name	Name
Director	
Title	Title



# MN EAS

### **Substance Use Disorder Attestation Form**



July 8, 2019





#### SUBSTANCE USE DISORDER ATTESTATION FORM

Section 1: Please complete the checklist below.									
1.	Does your	🔯 No (Skip to Section 4 – Sign and Date)							
	organization								
	provide any	Yes (Continue to Section 2 of the form below)							
	substance	165 (Continue to Section 2 of the form below)							
	use								
	disorder								
	services?								

#### Section 2: Please complete the checklist below.

42 CFR Part 2 is a federal regulation that defines confidentiality and privacy standards for substance use disorder health information. These regulations cover any information about alcohol and drug abuse patients and apply to any individual, entity or unit that is federally assisted and holds themselves out as a provider of alcohol or drug abuse, diagnoses, treatment or referral for treatment. *You may wish to consult your legal counsel as you complete this form as it is not meant as a stand-in for legal guidance*. You can also find more information about 42 CFR Part II, including FAQs about who is covered by the regulations and what is meant by "holds itself out" at <a href="https://www.samhsa.gov/health-information-technology/laws-regulations-guidelines">https://www.samhsa.gov/health-information-technology/laws-regulations-guidelines</a>

\*\*Please answer these questions even if only part of your organization may fall under the regulations. \*\*

1) Federal a	ssistance: Is your organization currently:
Yes	Authorized, certified, licensed or registered by federal government?
☐ No	
Yes	Receiving federal funds in any form, including funds that do not directly pay for substance
No	use disorder services?
Yes	Granted tax-exempt status by the IRS?
☐ No	
Yes	Allowed tax deductions for contributions by the IRS?
No	
☐ Yes	Authorized to conduct business by the federal government, including programs?
No	
Yes Yes	Certified as a Medicaid provider?
No	
Yes	Authorized to conduct methadone maintenance treatment?
☐ No	
Yes	Registered with the DEA, and use such license to the extent of treating
☐ No	substance use disorders?
Yes	Conducting business directly by the federal government?

**MN EAS Substance Use Disorder Attestation Form** 

Page 1 of 4



AND

Yes	2) Holds itse	elf out as a provider of alcohol or drug abuse diagnoses, treatment, or referral for			
No Medical personnel or other staff in a general medical facility?  No Medical personnel or other staff in a general medical care facility whose primary function is the provision of alcohol or drug abuse diagnosis, treatment or referral for treatment?  *If you checked at least one "Yes" response in both categories above, you are likely subject to 42 CFR part 2 regulations. *  Section 3: Please CHECK ONE attestation option below.  Option 1: By signing below, I, as the Privacy and/or Security Officer or appropriate surrogate, attest that all or part of our organization IS_NOT a federally assisted substance abuse program providing services under 42 CFR Part 2 Regulations.  Option 2: By signing below, I, as the Privacy and/or Security Officer or appropriate surrogate, attest that all or part of our organization IS_a federally assisted substance abuse program providing services under 42 CFR Part 2, and my organization take effective technological and administrative steps to block transmitting any clinical information (e.g. CCDs or ADTs) to EAS that relates to drug and alcohol treatment provided to an individual or any non-clinical information (e.g. a patient list) that directly or indirectly identified an individual as having received services in the unit of your facility or from a provider in your facility that provides drug and alcohol diagnosis, treatment or referral for treatment.  Option 3: By signing below, I, as the Privacy and/or Security Officer or appropriate surrogate, attest that all or part of our organization IS_a federally assisted substance abuse program providing services under 42 CFR Part 2 and, as such, that EAS may receive certain patient information related to drug or alcohol treatment, therefore we will enter into a qualified service organization agreement (QSOA). a affirm the intent to participate to receive alerts for Part 2 patients/clients. have listed below the 42 CFR Part 2 covered entity or unit and covered information that will be shared under the QSOA and agree to share no additional i	treatmen	t as:			
Yes	Yes	An individual or entity (other than a general medical care facility)?			
No	☐ No				
Yes	Yes	An identified unit within a general medical facility?			
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Part 2 and, as such, that EAS may receive certain patient information related to drug or alcohol treatment, therefore we will enter into a qualified service organization agreement (QSOA). affirm the intent to participate to receive alerts for Part 2 patients/clients. have listed below the 42 CFR Part 2 covered entity or unit and covered information that will be shared under the QSOA and agree to share no additional information  Commented [NR1]: Added based on Allina feedback 24July2019	Option 3: By	signing below, I, as the Privacy and/or Security Officer or appropriate surrogate, attest that all or			
therefore we will enter into a qualified service organization agreement (QSOA). affirm the intent to  participate to receive alerts for Part 2 patients/clients. have listed below the 42 CFR Part 2 covered entity or unit and covered information that will be shared under the QSOA and agree to share no additional information  Commented [NR1]: Added based on Allina feedback 24July2019	part of our orgar	nization IS a federally assisted substance abuse program providing services under 42 CFR			
participate to receive alerts for Part 2 patients/clients. have listed below the 42 CFR Part 2 covered entity or unit and covered information that will be shared under the QSOA and agree to share no additional information	Part 2 and, as s	uch, that EAS may receive certain patient information related to drug or alcohol treatment,			
participate to receive alerts for Part 2 patients/clients. have listed below the 42 CFR Part 2 covered entity or unit and covered information that will be shared under the QSOA and agree to share no additional information	therefore we w	ill enter into a qualified service organization agreement (QSOA). affirm the intent to			
unit and covered information that will be shared under the QSOA and agree to share no additional information			Comment	ed [NR1]: Added based	on Ailina feedback
from the covered entity or unit without prior EAS Agreement.	unit and covered	information that will be shared under the QSOA and agree to share no additional information	24July2019		
	from the covered	d entity or unit without prior EAS Agreement.			

To be completed only if Option 3 was chosen:

**MN EAS Substance Use Disorder Attestation Form** 

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Applicable Program/Provider/Location/Department(s) and 42 CFR Part II covered information that will be provided to EAS. Organization may only provide covered information listed on this form unless EAS gave prior consent to additional data disclosure. <u>List participant organization again if fully federally assisted substance abuse program under 42 CFR part 2. Attach extra pages if needed:</u>

Organization/Department/Practice Location/Program	Address	Covered Information to be shared with EAS (If Option 2 was chosen, this section should be blank)			
EXAMPLE: XYZ Recovery Program	123 Main St. Minneapolis, MN, 55415	Patient Panel			
Kanabec County	Community Health 905 East Forest Avenue, Suite 127. Mora, MN 55051	Patient Panel			

ection 4: Please sign and d		
Participating Organization:	Kanabec County	Community Health
Name: <u>Kathy Burski</u>		
ignature:		
Pate:		
mail Address: <u>kathryn.b</u> ı	<u>urski@co.kanabed</u>	e.mn.us

If you attested that you are a 42 CFR part 2 entity, subject to relevant regulations, and will be sending covered data to EAS (Option 3 above), please review and sign the Qualified Service Organization Agreement (QSOA). EAS will provide this document.

**MN EAS Substance Use Disorder Attestation Form** 

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#### **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement ("Agreement") is entered into by and between							
County of Kanabec, dba Kanabec County Community Health ("COVERED ENTITY") and							
Audacious Inquiry, LLC ("BUSINESS ASSOCIATE") and is effective as of							
("Effective Date").							

#### **RECITALS**

BUSINESS ASSOCIATE desires to protect the privacy and provide for the security of Covered Entity's Protected Health Information (as that term is defined herein) that is used by or disclosed to BUSINESS ASSOCIATE, in compliance with the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 160, 162 and 164, the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), and other applicable laws and regulations. The purpose of this Agreement is to satisfy certain standards and requirements of HIPAA, the HIPAA Regulations, including 45 CFR §164.504(e), and the HITECH Act, as amended from time to time.

Therefore, the parties, intending to be legally bound, agree as follows:

- 1. **<u>DEFINITIONS</u>**. All terms used in this Agreement shall have the meaning given in the HIPAA Regulations. The definitions of certain terms are set forth below:
- 1.1 "Breach" means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, and shall have the meaning given to such term under 45 CFR §164.402.
- 1.2 "Destruction" means the use of a technology or methodology by which the media on which the PHI is stored or recorded has been shredded, destroyed, cleared, or purged, as appropriate, such that the PHI cannot be read, retrieved, or otherwise reconstructed.
- 1.3 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic PHI" means PHI that is transmitted by or maintained in electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR \$160.103.
- 1.5 "Encryption" means a technology or methodology that utilizes an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, and such confidential process or key that might enable decryption has not been breached.
- 1.6 "Individually Identifiable Health Information" means information that is a subset of health information and: (i) is created or received by a health care provider, health plan or health care clearinghouse; (ii) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual, and (iii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual,

- 1.7 "Information System" means an interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR §164.304.
- 1.8 "Protected Health Information" or "PHI" means any Individually Identifiable Health Information, including Electronic PHI, that is transmitted or maintained in any form or medium and shall have the meaning given to the term "Protected Health Information" under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR §160.103.
- 1.9 "Secretary" means the Secretary of the United States Department of Health and Human Services.
- 1.10 "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an Information System, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR §164.304.
- 1.11 "Unsecured PHI" means PHI that is not secured through the use of an Encryption or Destruction technology or methodology that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals, and shall have the meaning given to such term under guidance issued by the Secretary as such guidance may be revised from time to time.

### 2. **RESPONSIBILITIES OF BUSINESS ASSOCIATE.**

- 2.1 <u>General Requirements for Uses and Disclosures of PHI</u>. BUSINESS ASSOCIATE may use, access, and/or disclose PHI received by BUSINESS ASSOCIATE solely for the purpose of performing the services and/or functions for which COVERED ENTITY has retained BUSINESS ASSOCIATE, subject to the terms and conditions of this Agreement.
- 2.1.1 <u>Minimum Necessary</u>. BUSINESS ASSOCIATE shall limit such use, access, or disclosure, to the extent practicable, to the minimum necessary to accomplish the intended purpose of such use, access, or disclosure. BUSINESS ASSOCIATE shall determine what constitutes the minimum necessary to accomplish the intended purpose in accord with HIPAA, HIPAA Regulations and any applicable guidance issued by the Secretary.
- 2.1.2 <u>Documentation of Disclosures</u>. BUSINESS ASSOCIATE shall document all disclosures of PHI in accordance with 45 CFR §164.528, including, but not limited to, the date of the disclosure, the name and, if known, the address of the recipient of the disclosure, a brief description of the PHI disclosed, and the purpose of the disclosure.
- 2.1.3 <u>Modification of PHI</u>. BUSINESS ASSOCIATE shall not modify any existing data to which it is granted access, other than to correct errors. BUSINESS ASSOCIATE shall record any modification of data and retain such record for a period of six (6) years.
- 2.1.4 <u>Disclosure to Subcontractor or Agent.</u> Prior to BUSINESS ASSOCIATE's disclosure of any PHI, that is created by BUSINESS ASSOCIATE or that is created on behalf of COVERED ENTITY and received by BUSINESS ASSOCIATE, to any subcontractor or agent of BUSINESS ASSOCIATE, BUSINESS ASSOCIATE shall enter into an agreement with that

subcontractor or agent that is substantially similar to this Agreement and requires the subcontractor or agent to comply with the same applicable restrictions and conditions that apply to BUSINESS ASSOCIATE under this Agreement.

- 2.1.5 <u>Retention of Records</u>. Except as otherwise provided herein, BUSINESS ASSOCIATE shall retain complete and accurate records of any PHI created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, or received from COVERED ENTITY, for a period no less than six (6) years after the Effective Date. BUSINESS ASSOCIATE shall provide COVERED ENTITY access to its records and policies and procedures during normal business hours, in the event that COVERED ENTITY desires to conduct an audit to determine BUSINESS ASSOCIATE'S compliance with the terms and conditions of this Agreement and applicable laws and regulations.
- 2.2 <u>Permitted Uses and Disclosures of PHI</u>. BUSINESS ASSOCIATE may, but only to the extent necessary, use PHI (i) for the proper management and administration of BUSINESS ASSOCIATE's services on behalf of the COVERED ENTITY, (ii) to provide data aggregation services relating to the health care operations of COVERED ENTITY, or (iii) to carry out BUSINESS ASSOCIATE's legal responsibilities, subject to the limitation in section 2.3, below.
- 2.3 <u>Nondisclosure of PHI</u>. BUSINESS ASSOCIATE is not authorized and shall not use or further disclose COVERED ENTITY's PHI other than as permitted under this Agreement, or as Required by Law or regulation.
- 2.3.1 <u>Disclosures Required by Law.</u> In the event BUSINESS ASSOCIATE is Required by Law to disclose PHI, BUSINESS ASSOCIATE shall promptly notify COVERED ENTITY of such requirement.
- 2.3.2 <u>Legal Process</u>. In the event BUSINESS ASSOCIATE is served with legal process or a request from a governmental agency that may potentially require its disclosure of PHI, BUSINESS ASSOCIATE shall promptly notify COVERED ENTITY.
- 2.4 <u>Prohibition on Sale of PHI for Remuneration</u>. BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for the sale of any of COVERED ENTITY's PHI, unless BUSINESS ASSOCIATE first obtains authorization from COVERED ENTITY. COVERED ENTITY shall not grant such authorization unless the individual who is the subject of the PHI has given COVERED ENTITY a HIPAA compliant authorization.
- 2.5 <u>Transaction Standards</u>. When applicable, BUSINESS ASSOCIATE will conduct standard transactions consistent with 45 CFR Part 162 ("Standard Transactions") for and on behalf of COVERED ENTITY
- 2.6 <u>Security Standards</u>. BUSINESS ASSOCIATE shall take appropriate security measures (i) to protect the confidentiality, integrity and availability of COVERED ENTITY's Electronic PHI that BUSINESS ASSOCIATE creates, receives, maintains, or transmits on behalf of COVERED ENTITY and (ii) to prevent any use or disclosure of COVERED ENTITY's PHI other than as provided by this Agreement. Appropriate security measures include the implementation of the administrative, physical and technical safeguards specified in 45 CFR §§ 164.306, 164.308, 164.310, 164.312 and 164.316.
- 2.7 <u>Notification of Breaches and Security Incidents</u>. BUSINESS ASSOCIATE shall promptly notify COVERED ENTITY in writing after BUSINESS ASSOCIATE becomes aware of any Breach of or Security Incident involving COVERED ENTITY's PHI. BUSINESS ASSOCIATE shall:

- a. Identify each individual whose unsecured PHI has been, or is reasonably believed by BUSINESS ASSOCIATE to have been, accessed, acquired, or disclosed during such Breach or Security Incident;
- b. Identify the nature of the non-permitted access, use, or disclosure including the date of the incident and the date of discovery;
- c. Identify the individual whose PHI has been accessed, used, or disclosed (e.g., name; social security number; date of birth);
- d. Identify who made the non-permitted access, use, or received the non-permitted disclosure;
- e. Identify what corrective action Business Associate took or will take to prevent further non-permitted accesses, uses, or disclosures;
- f. Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted access, use, or disclosure; and
- g. Provide such other information, including a written report, as the Covered Entity may reasonably request.
- h. BUSINESS ASSOCIATE shall cooperate in good faith, at its own cost and expense, with COVERED ENTITY in the investigation of any Breach or Security Incident.
- 2.8 <u>Prompt Corrective Actions</u>. BUSINESS ASSOCIATE shall take prompt corrective action to remedy any Breach or Security Incident and to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by BUSINESS ASSOCIATE in violation of this Agreement.
- 2.9 <u>Costs Related to Inappropriate Use, Access or Disclosure of PHI</u>. If there is a Breach or Security Incident involving PHI in BUSINESS ASSOCIATE's possession that results in the confidentiality of the PHI of COVERED ENTITY being compromised, BUSINESS ASSOCIATE will reimburse COVERED ENTITY for the documented costs incurred by COVERED ENTITY in connection with that Security Incident or Breach.
- 2.10 Regulatory Compliance. BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use, disclosure or security of PHI received from COVERED ENTITY (or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY) available to the Secretary for purposes of determining COVERED ENTITY's and/or BUSINESS ASSOCIATE's compliance with HIPAA, the HIPAA Regulations, and the HITECH Act.

### 2.11 Rights of Individuals.

- 2.11.1 <u>Right to Request Restrictions of PHI</u>. Within ten days of BUSINESS ASSOCIATE's receipt of written notice from COVERED ENTITY concerning an Individual's, or his/her legal representative's, request to restrict the use and disclosure of that Individual's PHI, BUSINESS ASSOCIATE shall comply with the instructions from COVERED ENTITY to modify, delete or otherwise restrict the use and disclosure of that Individual's PHI.
- 2.11.2 <u>Request for Amendment of PHI</u>. Within ten days of BUSINESS ASSOCIATE's receipt of written notice from COVERED ENTITY concerning a request to amend an Individual's PHI,

BUSINESS ASSOCIATE shall, as directed by COVERED ENTITY, incorporate any amendments into copies of such PHI maintained by BUSINESS ASSOCIATE.

- 2.11.3 Request for an Accounting of Disclosures of PHI. Within ten days of BUSINESS ASSOCIATE's receipt of written notice from COVERED ENTITY concerning an Individual's request for an accounting of the disclosures of that Individual's PHI, BUSINESS ASSOCIATE shall make available to COVERED ENTITY an accounting of the disclosures of that Individual's PHI made by BUSINESS ASSOCIATE and BUSINESS ASSOCIATE's subcontractors and agents, in accordance with 45 CFR §164.528.
- 2.11.4 Access to PHI by the Individual. Within ten days of BUSINESS ASSOCIATE's receipt of written notice from COVERED ENTITY concerning an Individual's access to PHI, BUSINESS ASSOCIATE shall make available to COVERED ENTITY such information as may be required for COVERED ENTITY to fulfill its obligations to provide access to or provide a copy of that Individual's PHI in accordance with 45 CFR §164.524.
- 2.11.5 Access to Certain Information in Electronic Format. If BUSINESS ASSOCIATE uses or maintains Electronic Health Records with respect to PHI on behalf of COVERED ENTITY, BUSINESS ASSOCIATE shall, within ten days of BUSINESS ASSOCIATE's receipt of written notice from COVERED ENTITY, provide COVERED ENTITY the requested PHI in an electronic format.
- 2.12 <u>Compliance with Law</u>. In connection with all matters related to this Agreement, BUSINESS ASSOCIATE shall comply with all applicable federal and state laws and regulations, including, but not limited to, HIPAA, the HIPAA Regulations and the HITECH Act.

#### 3. **RESPONSIBILITIES OF COVERED ENTITY**

- 3.1 <u>Notice of Privacy Practices</u>. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitations or changes to COVERED ENTITY's Notice of Privacy Practices to the extent any such information may affect BUSINESS ASSOCIATE's use and disclosure of PHI.
- 3.2 <u>Compliance</u>. In connection with all matters related to this Agreement, COVERED ENTITY shall comply with all applicable federal and state laws and regulations, including, but not limited to, HIPAA, the HIPAA Regulations and the HITECH Act. COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose PHI in any manner that would not be permissible under HIPAA Regulations if done by COVERED ENTITY or that otherwise is not expressly permitted by this Agreement.

#### 4. <u>TERM AND TERMINATION AND OTHER REMEDIES.</u>

- 4.1 <u>Term.</u> The term of this Agreement (the "Term") shall commence as of the Effective Date and shall terminate when all PHI created by BUSINESS ASSOCIATE, or created on behalf of COVERED ENTITY and received by BUSINESS ASSOCIATE, is destroyed or returned to COVERED ENTITY. If it is not feasible for BUSINESS ASSOCIATE to return or destroy the PHI, BUSINESS ASSOCIATE will assure that protections are extended to such PHI in accordance with the termination provisions of this Agreement. If the underlying Agreement between the parties terminates for any reason, the parties may mutually decide to terminate this Business Associate Agreement.
- 4.2 <u>Material Breach</u>. In the event of a material breach of any of the provisions of this Agreement, either party, upon written notice to the other party that describes the breach with sufficient specificity to enable a cure, may take any of the following actions:

- 4.2.1 If cure of the breach is not feasible, terminate the Agreement immediately;
- 4.2.2 If cure of the breach is feasible, terminate this Agreement, unless the other party, within five (5) business days, provides a plan to cure the breach and, within twenty (20) business days, cures the breach; or
- 4.2.3 If a party knows of a pattern of activity or practice by the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, if the breach or violation continues despite the other party's efforts to cure the breach or end the violation, and if termination of this Agreement is not feasible, then the breach or violation shall be reported to the Secretary.
- 4.3 <u>Effect of Termination.</u> With the exception of §3.4, upon termination, expiration or other conclusion of this Agreement for any reason, BUSINESS ASSOCIATE shall return or, at the option of COVERED ENTITY, provide for the Destruction of all PHI received from COVERED ENTITY or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY that BUSINESS ASSOCIATE or its Agents maintain in any form. BUSINESS ASSOCIATE shall not retain any copies of such PHI. No later than sixty (60) calendar days after the termination of this Agreement, BUSINESS ASSOCIATE shall both (i) complete such return or Destruction and (ii) certify in writing to COVERED ENTITY that such return or Destruction has been completed.
- 4.4 Return or Destruction Not Feasible. If BUSINESS ASSOCIATE represents to COVERED ENTITY that return or Destruction of COVERED ENTITY's PHI is not feasible, BUSINESS ASSOCIATE shall provide COVERED ENTITY with a written statement of the reason that return or Destruction by BUSINESS ASSOCIATE or its Agents is not feasible. If COVERED ENTITY determines that return or Destruction is not feasible, the protections of this Agreement shall remain in full force and effect and shall be applicable to any and all of COVERED ENTITY's PHI held by BUSINESS ASSOCIATE or its Agents.

#### 5. CHANGES TO THIS AGREEMENT.

In the event of a change in any state or federal law, statute, or regulation which materially affects the rights or obligations of either party under this Agreement, the parties shall immediately negotiate in good faith any necessary or appropriate revisions to this Agreement. If the parties are unable to reach an agreement concerning such revisions within the earlier of sixty (60) calendar days after the date of notice seeking negotiations or the effective date of a change in law or regulation, then either party may immediately terminate this Agreement upon written notice to the other party.

### 6. <u>MISCELLANEOUS PROVISIONS</u>.

- 6.1 Entire Agreement, Assignment and Amendment. This is the entire Business Associate Agreement between the parties and supersedes any prior or contemporaneous agreement between the parties concerning the subject matter hereof. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement may only be amended by a writing signed by both parties.
- 6.2 <u>No Third-Party Beneficiaries</u>. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, any rights, remedies, obligations or liabilities whatsoever upon any person or entity other than COVERED ENTITY, BUSINESS ASSOCIATE and their respective successors or assigns.

6.3 <u>Notices</u>. Any notices to be given to either party shall be made in writing and sent by certified or registered mail, postage prepaid, return receipt requested or overnight mail to the address given below and/or via facsimile to the facsimile telephone numbers listed below.

If to BUSINESS ASSOCIATE to:	With a copy to:
Audacious Inquiry LLC 5523 Research Park Drive. Suite 370 Baltimore, Maryland 21228	Saul Ewing Arnstein & Lehr, LLP 1200 Liberty Ridge, Suite 200 Wayne, PA 19807-5569
Attention:	Attention: Scott Patterson, Esq.
If to COVERED ENTITY to:	With a copy to:
Kanabec County Community Health	
905 Forest Ave. E., Suite 127	
Mora, MN 55051	
Attention: Kathy Burski	Attention:

Each party may change its or its representative's address for notice by giving notice to the other party in the manner provided above.

- 6.4 <u>Control and Governing Law.</u> In the event of a conflict between this Agreement and the underlying service agreement, this Agreement shall control and be interpreted as broadly as necessary to comply with HIPAA. Unless federal law controls, this Agreement shall be interpreted and construed in accordance with the laws of the State of Maryland.
- 6.5 <u>Survival.</u> Any provisions of this Agreement that contemplate performance or observance after termination or expiration shall survive the termination or expiration of this Agreement and continue in full force.

(Remainder of Page Intentionally Left Blank--Signature Page Follows)

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have duly executed this Agreement as of the date first set forth above.

COVERED ENTITY:	BUSINESS ASSOCIATE:
Kanabec County Community Health	Audacious Inquiry LLC
By:	By:
Kathy Burski	
Printed Name	Printed Name
Director	
Title	Title

## ATTACHMENT A.2 TO MULTI-PARTY PARTICIPATION AGREEMENT SUBSCRIPTION ORDER FOR 2020 EAS REGULATORY UPDATES

EAS Participant Name: County of Kanabec, dba Kanabec County Community Health

This is a supplemental Subscription Order under the Minnesota Encounter Alert Service (EAS) Multi-Party Participation and Subscription Agreement ("Multi-Party Agreement"), which the EAS Participant identified above and signing below ("EAS Participant") has joined. This Subscription Order describes the supplemental subscription details including the fee schedule (no additional fee) and any special terms associated with participation in the specified service. Additional Subscription Orders may be executed to codify additional levels of participation in the EAS.

The effective date of this Subscription Order is the date of the last signature below.

Capitalized terms not otherwise defined herein have the meaning given to them in the Multi-Party Agreement.

#### 1. SCOPE:

### 1.1 EAS CoP e-Notification Service

The Conditions of Participation ("CoP") (42 C.F.R. Part 482) included in the CMS Interoperability and Patient Access Final Rule ("Final Rule") require hospitals to make a "reasonable effort" to send electronic notifications of patient encounters to primary care providers (PCPs), skilled nursing facilities (SNFs), and other entities within the scope of the CoP at either the provider's or patient's request. The EAS CoP e-Notification Service is intended to facilitate compliance with the CoP by:

- A. Accepting HL7 ADT messages for all Inpatient, Emergency and Observation status visits.
- B. Providing a two-tier notification routing system:
  - o Panel-based routing (via the Patient-to-Provider attribution panels loaded into EAS, which is the traditional method that has been in production since EAS inception).
  - O Patient-asserted routing (via Provider information in the HL7 ADT message, which is the alternative method introduced in this supplemental Subscription Order to further support the CoP). The Provider will collect identification information for the patient's PCP and other requested recipients (such as an SNF to which the patient will be transferred after discharge) during registration. The Provider's ADT message must include sufficient content to enable the routing, specifically including a National Provider Identification number (NPI) for the intended recipient(s). Ai can then look-up the subscribed Provider's preferences and route the alert via one of several paths:
    - MN EAS PROMPT website user name
    - email address (to send a non-PHI alert that includes a link to a URL for MN EAS PROMPT)
    - Direct secure messaging address (via the DirectTrust directory).

- C. Enabling the setting of preferences (including enabling recipients to opt out of receiving these notifications).
- D. Providing a compliance report (at Go Live and annually, or ad hoc to fulfill a compliance audit).

Each EAS Participant remains responsible for its own compliance with the Final Rule and the CoP. The CoP e-Notification Service is solely a tool to facilitate that compliance and does not guarantee that EAS Participant's activities will satisfy all requirements of the Final Rule and the CoP.

#### 1.2 Removal of Potential Information Blocking Conditions

Section 4004 of the 21st Century Cures Act added a new Section 3002 to the Public Health Service Act, 42 U.S.C. 300jj-52, which was further implemented by the HHS ONC Final Rule codified as 45 C.F.R. Part 171, to prohibit certain "information blocking" practices that are "likely to interfere with access, exchange, or use of electronic health information".

To facilitate compliance with the regulatory information blocking provisions, and to remove certain limitations in the Multi-Party Agreement that might be asserted to be information blocking, EAS Participant agrees to the following changes in the Multi-Party Agreement with respect to its EAS Participant Data.

(LEGEND for changes #A and #B below: Added Text, Deleted Text)

- A. Section 1.10 (Definitions, EAS Participant User) of the Multi-Party Agreement is amended to read:
  - 1.10 "EAS Participant User" means any person who has been authorized to Transact Message Content through the respective EAS Participant's System in a manner defined by the respective EAS Participant, in conformity with this Agreement and the then-current eligibility conditions for EAS Participant Users established in the EAS Access Policies. "EAS Participant Users" are limited to health care providers and employees, contractors, or agents of an EAS Participant. For the avoidance of doubt, EAS Participant Users will not include health plans. An EAS Participant User may act as either a Submitter, Recipient or both when Transacting Message Content.
- B. Section 5.2.a (Permitted Purposes) of the Multi-Party Agreement is amended to read:
- a. "Permitted Purpose" means one of the following reasons for which EAS Participants may legitimately Transact Message Content, subject to any additional limitations or use cases established by the EAS Access Policies or the Specifications, and in accordance with Applicable Law, inclusive of the Minnesota Health Records Act:
  - i. Treatment of the individual who is the subject of the Message including provider-based care coordination and care management.
  - ii. Payment, which shall have the meaning set forth at 45 C.F.R. § 164.501 of the HIPAA Regulations.
  - iii. Health care operations, which shall have the meaning set forth at 45 C.F.R. § 164.501 of the HIPAA Regulations.
  - $\underline{iv}$ . Uses and disclosures pursuant to an Authorization provided by the individual who is the subject of the Message or such individual's personal representative as described in 45 C.F.R. § 164.502(g) of the HIPAA Regulations.

#### Fees

There will be no additional fees to EAS Participants for adding the CoP e-Notification Service, removing the potential information blocking conditions, or Transacting related Messages.

Costs for the EAS Participant to integrate into its local electronic health record (EHR) systems are the responsibility of the EAS Participant.

#### Term

For the CoP e-Notification Service, the Subscription Term begins upon its Production Go-Live and shall end at the end of the term of EAS Participant's joinder in the EAS Multi-Party Agreement and Amendments (December 31, 2021 unless extended or terminated earlier). "Production Go-Live" for this purpose means that the CoP e-Notification Service is enabled, and the first sample compliance report is furnished.

Changes authorized under the "Removal of Potential Information Blocking Conditions" sections above are effective as of the Effective Date of this Subscription Order.

Implementation by Ai of functionality for Transaction of Message Content for additional Permitted Purposes, and Production Go-Live for that purpose, shall be as scheduled by the State and Ai in their discretion. Rights to Transact Message Content shall end at the end of the term of EAS Participant's joinder in the EAS Multi-Party Agreement and Amendments

By executing this Subscription Order, EAS Participant adds the foregoing additions and changes to its Subscription.

This Subscription Order is acknowledged and accepted by Ai and EAS Participant by their authorized signatories below.

AUDACIOUS INQUIRY, LLC	EAS PARTICIPANT
By:	EAS Participant Name: Kanabec County Community Healt By: Name/Title: Kathy Burski/Director Date:

### **Kanabec County Community Health #** 12/7/2021

Audacious Inquiry, LLC Alert/Notification Resolution

WHEREAS, Kanabec County Community Health has an opportunity to subscribe and participate in an alert/notification system with respect to Minnesota Medical Assistance beneficiaries, and

**WHEREAS**, South Country Health Alliance is terminating their agreement through Timeron Group for an alert/notification system and will be contracting with Audacious Inquiry, LLC. and

**WHEREAS,** Audacious Inquiry, LLC, through the MN Department of Human Services, Health Care Administration will be providing this service and therefore requires a participation and subscription agreement, and

**WHEREAS**, Kanabec County Community Health intends to participate in the EAS service as a sender and/or receiver of data.

**THEREFORE,** the Kanabec County Community Health director is recommending signing the Alert Service Multi-Party Participation and Service Agreement as well as the Qualified Service Organization Agreement with Audacious Inquiry, LLC

**THEREFORE BE IT RESOLVED** the Kanabec County Community Health Board approves the Community Health Director signing the Minnesota Encounter Alert Service (EAS) Multi-Party Participation and Subscription Agreement and the Qualified Service Organization Agreement with Audacious Inquiry, LLC. for information exchange and alert services with respect to Minnesota Medical Assistance beneficiaries effective this 7<sup>th</sup> day of December 2021.

### **2022** Community Health Annual Contracts

- 1. Health Dimensions Rehabilitation for OT and PT
- 2. Lighthouse Children and Family Services for Infant Mental Health Consulting
- 3. Medical Consultant for Community Health
- 4. Welia Health for OT, PT and ST

### Kanabec County Community Health # 12/7/2021 Consent Agenda Resolutions

### Health Dimensions Rehabilitation for OT, PT, ST Contract Resolution

**WHEREAS**, Kanabec County Community Health does contract for services in support of the Home Care Program, and

**WHEREAS**, such a contract has been presented to the Community Health Board for 2022;

**BE IT RESOLVED** to approve an agreement between Kanabec County Community Health and Health Dimensions Rehabilitation for Occupational, Speech and Physical Therapy for the Home Health Program clients for the year 2022 at a rate of \$85.00 per hour plus mileage and drive time.

### Infant Mental Health Consultant Agreement Resolution

WHEREAS, Kanabec County Community Health is responsible for ensuring that the terms of the Maternal Infant Early Childhood Family Home Visiting Grant contract (hereinafter "MIECHV") are met, and

**WHEREAS,** the Mental Health Consultant desires to function in the role of Infant Mental Health Consultant to Kanabec County Community Health for the Evidence-Based Family Home Visiting Program.

**THEREFORE BE IT RESOLVED** to approve an agreement between Kanabec County Community Health and Julie Hanenburg of Lighthouse Child and Family Services for Infant Mental Health Consulting for the year 2022 and for the Community Health Administrator to sign said agreement.

### Medical Consultant Resolution

**WHEREAS**, The Kanabec County Community Health Board has the responsibility to and shall ensure responsible medical consultation and direction by employing or contracting with a practicing licensed physician pursuant to Minnesota Statute 145A.04, subdivision 3, and,

**WHEREAS**, Randall Bostrom, M.D. represents that he is a practicing licensed physician and is duly qualified and willing to perform the services and duties set forth herein.

**THEREFORE BE IT RESOLVED** that the Kanabec County Community Health Board approves a contract with Randall Bostrom, M.D. for Medical Consultant services for the period January 1, 2022 through December 31, 2022.

### Kanabec County Community Health # 12/7/2021 Consent Agenda Resolutions

### Welia Health Occupational, Speech and Physical Therapy Contract Resolution

**WHEREAS**, Kanabec County Community Health does contract for services in support of the Home Care Program, and

WHEREAS, such a contract has been presented to the Community Health Board for 2022;

**BE IT RESOLVED** to approve an Agreement between Kanabec County Community Health and Welia Health System for Occupational, Speech and Physical Therapy for the Home Health Program clients for the year 2022.

Sheila 12/1/21 11:17AM

### \*\*\*\* Kanabec County \*\*\*

INTEGRATED FINANCIAL SYSTEMS

Page 1

TRIAL BALANCE REPORT

As of Date: 10/2021

Report Basis: 2 1 - Cash

2 - Modified Accrual

3 - Full Accrual

Save Report: N

Comment:

FUND Range From 15 Thru 15

\*\*\*\*

Sheila 12/1/21 11:17AM

TRIAL BALANCE REPORT As of 10/2021

Report Basis: Modified Accrual

Page 2

INTEGRATED FINANCIAL SYSTEMS

15	Comn	nunity Health Fund	As of 10/2021	Report Basis:		
	<u>ount</u>	namity mountment	<u>Beginning</u> <u>Balance</u>	<u>Actual</u> <u>This-Month</u>	<u>Actual</u> <u>Year-To-Date</u>	<u>Current</u> <u>Balance</u>
		Assets				
	1001	Cash	540,918.70	2,921.15	107,396.21-	433,522.49
	1003	Audit Adjustments To Cash	5,251.83	0.00	5,251.83-	0.00
	1110	Taxes Receivable - Prior & Delinquent	10,616.61	0.00	10,616.61-	0.00
	1201	Accounts Receivable (Acc)	71,096.44	0.00	71,096.44-	0.00
	1261	Due From Other Funds (Acc)	20,629.47	0.00	20,629.47-	0.00
	1281	Due From Other Governments (Acc)	222,169.55	0.00	222,169.55-	0.00
		Total Assets	870,682.60	2,921.15	437,160.11-	433,522.49
		Liabilities and Balance Liabilities				
	2020	Accounts Payable	523.17 -	0.00	0.00	523.17-
	2021	Accounts Payable (Acc)	34,257.16-	0.00	34,257.16	0.00
	2030	Salaries Payable	81,027.18 -	0.00	81,027.18	0.00
	2091	Due To Other Funds (Acc)	1,144.59 -	0.00	1,144.59	0.00
	2100	Due To Other Governments	5,282.24 -	0.00	5,282.24	0.00
	2101	Due To Other Governments (Acc)	25,671.24 -	0.00	25,671.24	0.00
	2230	Deferred Inflows	10,616.61 -	0.00	10,616.61	0.00
	2231	Deferred Inflows (Acc)	70,248.00 -	0.00	70,248.00	0.00
		Total Liabilities	228,770.19 -	0.00	228,247.02	523.17-
		Fund Balance				
	2881	Assigned Fund Balance	641,912.41 -	0.00	0.00	641,912.41-
	2910	Revenue Control	0.00	225,608.18-	2,026,642.42-	2,026,642.42-
	2925	Expenditure Control	0.00	222,687.03	2,235,555.51	2,235,555.51
		Total Fund Balance	641,912.41 -	2,921.15 -	208,913.09	432,999.32-
		Total Liabilities and Balance	870,682.60 -	2,921.15 -	437,160.11	433,522.49-
	488	Kanabec Pine Community Health (fka 59)				
		Total Assets	0.00	0.00	0.00	0.00
		Total Assets	0.00	0.00	0.00	0.00
		Liabilities and Balance Liabilities				
		Total Liabilities	0.00	0.00	0.00	0.00
		Total Liabilities and Balance	0.00	0.00	0.00	0.00
15	Commu	unity Health Fund	0.00	0.00	0.00	0.00

INTEGRATED FINANCIAL SYSTEMS

Page 3

Sheila 12/1/21 11:17AM

15 Community Health Fund

<u>Account</u>

TRIAL BALANCE REPORT As of 10/2021

Report Basis: Modified Accrual

Beginning Balance

Actual This-Month Actual Year-To-Date <u>Current</u> <u>Balance</u>

Kanabec County Community Health - Board Financial Report 15--484

Through October 2021

13-464															
	T	otal year to dat	e/	8.33%	16.67%	25.00%	33.33%	41.67%	50.00%	58.33%	66.67%	75.00%	83.33%		
Department	Budget	% of budget	Total	January	February	March	April	May	June	July	August	September	October		
														outstanding p	payments/payments not yet posted
Pilt-Housing Authori	ity													Hep A grant	
Rev	0		87.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	87.97	VSO	
Exp	0		-16,854.00	0.00	0.00	0.00	-8,109.00	0.00	-8,745.00	0.00	0.00	0.00	0.00	CTC	
Cares Act COVID-19	9 Grant													DFC	
Rev	0		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	FAP	
Exp	0		162.35	162.35	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	LCTS	12,000.00
Local Public Health I	Infrastructure													LPHG	4,788.63
Rev	458,691.00	65.04%	298,319.17	9,463.33	38.95	27,790.92	120.80	22,209.08	195,041.49	19,705.85	3,859.84	16,999.00	3,089.91	MCH	,
Exp	376,178.00	78.15%	293,968.86	54,699.23	42,977.75	22,418.66	22,798.20	33,289.92	23,832.18	29,577.86	21,953.82	22,278.97	20,142.27	MIECHV	
Prevent Infectious Di	isease													PHEP	10,447.96
Rev	21,050.00	134.14%	28,237.36	236.41	4,097.74	2,922.66	13,254.68	2,168.00	991.75	909.17	67.31	75.62	3,514.02	RPC	26,363.78
Exp	30,058.00	117.78%	35,402.58	5,356.16	3,092.93	2,559.26	2,884.18	4,122.97	1,593.79	1,417.08	2,607.99	5,841.07	5,927.15	SHIP	39,999.47
Environmental Healtl	h													TANF	
Rev	25.00	140.00%	35.00	12.00	11.00	6.00	6.00	0.00	0.00	0.00	0.00	0.00	0.00	WIC	8,922.00
Exp	5,202.00	5.12%	266.45	0.00	0.00	15.90	37.36	0.00	31.80	141.29	24.20	15.90	0.00	Covid State	
Healthy Communities	s-Adult Health													CMCOA	
Rev	250,123.00	89.67%	224,289.67	12,642.85	9,964.08	54,566.81	9,864.35	1,666.57	29,270.15	9,971.95	72,157.51	13,281.17	10,904.23	MN Choice	3,125.00
Exp	252,252.00	67.99%	171,516.32	15,269.67	14,421.17	16,979.68	17,817.22	15,259.93	17,862.90	16,769.90	23,479.65	16,880.40	16,775.80	Admin asst	2,590.27
Healthy Communities	s-Health Improvem	ent												mental hlth	8,566.94
Rev	524,408.00	71.52%	375,057.32	16,568.86	33,211.24	55,972.75	10,144.26	53,074.32	18,233.53	69,877.32	49,853.65	29,686.07	38,435.32	Suicide Prev	8,220.53
Exp	498,327.00	72.47%	361,156.55	30,808.36	25,192.40	27,516.77	29,567.33	30,551.62	65,814.23	34,539.09	39,829.73	42,191.42	35,145.60	Covid Federa	28,718.95
Healthy Communities	s-Family Health													Home care	39,111.49 estimate only see note below
Rev	928,933.00	54.46%	505,935.36	42,630.43	82,964.98	35,146.08	25,016.06	25,735.02	55,503.62	59,301.95	82,590.12	14,587.54	82,459.56		
Exp	771,717.00	48.66%	375,493.07	31,090.59	23,800.13	27,790.85	29,146.53	30,956.38	40,566.36	70,012.67	37,007.22	46,434.81	38,687.53		192,855.02
Emergency Prepared															ctor - We get reimbursed twice a year. Not
Rev	45,924.00	330.18%	151,633.15	0.00	0.00	0.00	407.40	45,033.78	0.00	14,855.03	28,816.56	39,567.30	22,953.08	included abo	ve.
Exp	43,559.00	471.63%	205,435.77	12,127.62	32,393.86	27,303.84	26,694.62	32,141.43	20,671.35	15,040.05	9,983.78	12,515.03	16,564.19		
Assure Access-Case	U														
Rev	377,900.00	80.59%	304,553.26	24,513.16	41,412.51	27,032.54	30,120.08	31,839.86	23,193.85	29,142.30	43,743.99	24,453.78	29,101.19		his is the billed amount and we are paid a
Exp	370,972.00	82.89%	307,494.14	26,098.66	25,070.62	28,150.60	32,861.89	34,438.45	35,239.69	41,696.91	24,251.44	28,760.15	30,925.73		f that and that percentage varies by
Assure Access-Home		#0 # <b>2</b> -1	202 440 40	42 #20 00		******	40.000.00	## ## O # O		20.024.02					Also, VA may pay up to two years after the
Rev	544,000.00	70.52%	383,610.10	43,528.80	37,301.95	29,304.90	43,387.26	52,519.10	28,209.37	39,026.72	39,194.26	36,074.84	35,062.90	date of servi	ce.
Exp	802,789.00	80.36%	645,112.78	73,075.00	61,198.05	69,670.69	56,722.68	50,709.91	58,186.12	86,392.46	65,254.00	65,384.81	58,519.06		
Agency Totals	2 151 054 00	72 100/	2 271 759 24	140 505 04	200 002 45	222 742 65	122 220 00	224 245 72	250 442 74	242.700.20	220 202 24	174 705 22	225 (00.10	0.00	
Rev	3,151,054.00	72.10%	2,271,758.36	149,595.84	209,002.45	232,742.66	132,320.89	234,245.73	350,443.76	242,790.29	320,283.24	174,725.32	225,608.18		
Exp	3,151,054.00	75.50%	2,379,154.87	248,687.64	228,146.91	222,406.25	210,421.01	231,470.61	255,053.42	295,587.31	224,391.83	240,302.56	222,687.33	0.00	

amount has changed

### **Board Meeting 12/07/21**

### **Abstract Totals for Commissioner Vouchers**

<b>Board Meeting 12/07/21</b>	Amount	Vendors	Transactions
Abstract #1	25,624.62	37	82
Abstract #2			
Totals	25,624.62	37	82

### **Abstract Totals for Auditor Vouchers**

<b>Board Meeting 12/07/21</b>	Amount	Vendors	Transactions
Abstract #1			
Abstract #2			
Abstract #3			
Abstract #4			
Abstract #5			
Totals			

Sheila

12/2/21 10:17AM

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

INTEGRATED FINANCIAL SYSTEMS

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?: Ν

Type of Audit List: D D - Detailed Audit List

S - Condensed Audit List

Save Report Options?: N

INTEGRATED FINANCIAL SYSTEMS

Sheila 12/2/21 10:17AM 15 Community Health Fund

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

,	Vendor <u>Name</u> No. Account/Formula Ac	<u>Rpt</u> ccr Amount	Warrant Description Service Date	Invoice # Account/Formula Deses  Paid On Bhf # On Behalf of Nan	
		<u>Amount</u>	Ser vice Batt	1 ald Off Drift # Off Derial Of Nati	iic
4.1	434 Ability Network Inc	217.04	Nove billing over /aligibility	21M 01741FF Complete 0 Changes	N
41	15-484-487-8453-6211	217.04	Nov billing svc/eligibility	21M-0174155 Services & Charges	N
40	15-484-493-8452-6211	181.38	Nov billing svc/eligibility	21M-0174155 Services & Charges	N
39	15-484-496-8447-6211	259.18	Nov billing svc/eligibility	21M-0174155 Services & Charges	N
	434 Ability Network Inc	657.60	3 Ir	ansactions	
	1293 Bayerle/Anna				
45	15-484-496-8448-6331	64.96	Oct/Nov HM mileage	Mileage & Meals	N
44	15-484-496-8449-6331	334.32	Oct/Nov HHA mileage	Mileage & Meals	N
	1293 Bayerle/Anna	399.28	2 Tr	ansactions	
	185 Bergstadt/Jennifer				
46	15-484-496-8449-6331	376.32	Oct/Nov HHA mileage	Mileage & Meals	N
	185 Bergstadt/Jennifer	376.32	1 Tr	ansactions	
	1396 Biever/Laurie				
47	15-484-496-8449-6331	338.80	Oct/Nov HHA mileage	Mileage & Meals	N
	1396 Biever/Laurie	338.80	1 Tr	ansactions	
	1122 Branson-Larkin Electronics				
36	15-484-487-8457-6432	70.00	2 audiometer calibration check	Medical Supplies	N
37	15-484-487-8457-6432	60.00	1 recalibration	Medical Supplies	N
38	15-484-487-8457-6432	15.00	trip charge	Medical Supplies	N
	1122 Branson-Larkin Electronics	145.00	3 Tr	ansactions	
	1275 Bromwich/Amanda				
48	15-484-496-8449-6331	162.40	Oct/Nov HHA mileage	Mileage & Meals	N
	1275 Bromwich/Amanda	162.40	1 Tr	ansactions	
	1312 Campbell/Mindy				
49	15-484-496-8449-6331	135.52	Oct/Nov HHA mileage	Mileage & Meals	N
50	15-484-496-8449-6331	8.96	November HM mileage	Mileage & Meals	N
	1312 Campbell/Mindy	144.48	2 Tr	ansactions	
	1101 Card Services				
35	15-484-487-8453-6411	60.83	outreach	Supplies	N
	1101 Card Services	60.83	1 Tr	ansactions	
	1272 Dept. of Veterans Affairs-Financia	al Svce			
34	15-484-496-8447-6880	199.05	overpayment 0345910	Medicare Pass Thru	N
		Converight 201	0 2021 Integrated Financia	of Customs	

INTEGRATED FINANCIAL SYSTEMS

Sheila 12/2/21 10:17AM 15 Community Health Fund

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

	Vendor <u>No.</u> 1272	Name Account/Formula Dept. of Veterans Affairs-Fina	Rpt Accr	<u>Amount</u> 199.05	Warrant Description Service Dates 1 Transactions	Invoice # Paid On Bh	Account/Formula Descript # On Behalf of Name	pti 1099
				.,,,,,,	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,			
F4	1388	Elfstrum/Brenda		244/	Ootob on IIIIA mileeme		Mileoge C Meele	NI
51		15-484-496-8449-6331 Elfstrum/Brenda		34.16 34.16	October HHA mileage  1 Transaction:	e	Mileage & Meals	N
	1300	Elisti dili/ bi elida		34.10	1 Transaction	3		
		Felland/Becky						
52		15-484-496-8447-6331		196.56	Oct/Nov home care mileage		Mileage & Meals	N
	3646	Felland/Becky		196.56	1 Transactions	S		
	3501	Fratzke/Michelle						
53		15-484-496-8447-6331		148.40	Oct/Nov home care mileage		Mileage & Meals	N
78		15-484-496-8447-6331		183.12	November home care mileage		Mileage & Meals	N
	3501	Fratzke/Michelle		331.52	2 Transactions	S		
	1298	Gajewski/Farrah						
43		15-484-490-8489-6411		32.41	COVID vaccination supplies		Progam Supplies	N
42		15-484-496-8447-6331		22.74	November home care mileage		Mileage & Meals	N
	1298	Gajewski/Farrah		55.15	2 Transactions	S		
	324	Healthcare First						
33		15-484-496-8447-6211		104.74	November HHCAHPS fee	5243799	Services & Charges	N
	324	Healthcare First		104.74	1 Transactions	S		
		Henry Schein						
31		15-484-490-8489-6411		5.25	shipping	11955033 12414	Progam Supplies	N
32		15-484-490-8489-6411		125.00	Cue health Covid controls	11955033 12414	Progam Supplies	N
81		15-484-490-8489-6411		398.00	Cue health monitoring system	13376655	Progam Supplies	N
82		15-484-490-8489-6411		5.25	shipping	13376655	Progam Supplies	N
	1306	Henry Schein		533.50	4 Transactions	S		
		Isanti County Public Health						
28		15-484-485-8468-6880		457.32	October hithy eat/active liv		Grant Admin- Pass thru	N
29		15-484-485-8468-6880		304.89	October tobacco strategy		Grant Admin- Pass thru	N
30		15-484-485-8468-6880		1,606.98	October well being strategy		Grant Admin- Pass thru	N
	3095	Isanti County Public Health		2,369.19	3 Transactions	S		
	2162	Kanabec County Information	Systems					
26		15-484-450-0000-6380		3,750.00	4th qtr 2021 IS svc	6227	Interdepartmental Charges	N
27		15-484-450-0000-6203		624.36	3rd qtr 2021 phone svc	6229	Telephone	N

INTEGRATED FINANCIAL SYSTEMS

Sheila 12/2/21 10:17AM 15 Community Health Fund

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

	<u>No.</u>	r <u>Name</u> Account/Formula	Rpt Accr	<u>Amount</u>	Warrant Description Service Dates	<u>Invoice #</u> Paid On Bl	Account/Formula Descriptinf # On Behalf of Name	<u>1099</u>
	2162	Kanabec County Information	Systems	4,374.36	2 Transa	actions		
	132	Kanabec Publications						
24	132	15-484-490-8489-6411		171.50	Get vaxxed advertising	835692	Progam Supplies	N
25		15-484-490-8489-6411		227.50	Get vaxxed advertising	835951	Progam Supplies	N
20	132			399.00	2 Trans			
40	1308	•		/ 1/	October DD9 C mileage		Mileage & Meele	NI
69		15-484-469-8440-6331		6.16	October DP&C mileage		Mileage & Meals	N
66		15-484-487-8450-6331		13.44	October TANF mileage		Mileage & Meals	N
71		15-484-487-8450-6331		5.60	November TANF mileage		Mileage & Meals	N N
67 72		15-484-487-8453-6331 15-484-487-8453-6331		37.52	October MIECHV mileage		Mileage & Meals	N N
		15-484-487-8457-6331		274.40	November MIECHV mileage		Mileage & Meals	N
68 73		15-484-487-8457-6331		10.08 8.96	October MCH mileage November MCH mileage		Mileage & Meals Mileage & Meals	N
73 70		15-484-490-8489-6331		24.08	October vaccination campaign		Mileage & Meals	N
70 74		15-484-490-8489-6331		73.92	November vaccination campaign		Mileage & Meals	N
74	1308			454.16	9 Transi	actions	Willeage & Wears	IN
	1300	Lejonvarn/Kirsten		434.10	7 1141131	actions		
	667	Lighthouse Child & Family Se	ervices LLC					
22		15-484-487-8453-6211		16.80	101321 session mileage		Services & Charges	Υ
23		15-484-487-8453-6211		300.00	101321 sessions		Services & Charges	Υ
	667	Lighthouse Child & Family Se	ervices LLC	316.80	2 Transa	actions		
	077	Managalaga						
1	3//	Marco Inc 15-484-450-0000-6341		787.11	Sharp MX5070v copier agreement	30545521	Rental & Service Contracts Copier	N
1	377	Marco Inc		787.11 787.11	1 Transi		Rental & Service Contracts Copier	IN
	3//	IVIAI CO TITIC		/8/.11	1 Halis	actions		
	14361	Marco Technologies LLC.						
20		15-484-450-0000-6341		30.00	Sharp MX-M3571 base rate	9290210	Rental & Service Contracts Copier	Ν
21		15-484-450-0000-6341		5.00	Sharp MX-M3571 freight	9290210	Rental & Service Contracts Copier	N
17		15-484-450-0000-6341		186.30	Sharp MX-3115N base rate	9314177	Rental & Service Contracts Copier	N
18		15-484-450-0000-6341		200.24	Sharp MX-3115N usage	9314177	Rental & Service Contracts Copier	N
19		15-484-450-0000-6341		14.00	Sharp MX-3115N freight	9314177	Rental & Service Contracts Copier	N
	14361	Marco Technologies LLC.		435.54	5 Trans	actions		
	1143	McKesson Medical-Surgical (	Sout Solution					
16	1173	15-484-496-8447-6432	Sove Solution	217.86	home care supplies	18691670	Medical Supplies	N
15		15-484-490-8489-6411		40.00	COVID-19 supplies	18714972	Progam Supplies	N
12		15-484-496-8447-6432		9.65	home care supplies	18764570	Medical Supplies	N
			_					

INTEGRATED FINANCIAL SYSTEMS

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Sheila 12/2/21 10:17AM 15 Community Health Fund

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

									3.
	Vendo	r Name	Rpt		Warrant Description	1	Invoice #	Account/Formula Des	cripti 1099
		Account/Formula	Accr	Amount	Service	e Dates	Paid On Bh	<u>'</u>	
13		15-484-490-8489-6411		110.73	COVID-19 supplies		18764582 18766	Progam Supplies	N
14		15-484-487-8456-6432		68.15	WIC supplies		4581 4670 3597	Medical Supplies	N
	1143	McKesson Medical-Surgica	al Govt Solution	446.39		5 Transactions			
	198	Mille Lacs Co. Community	& Veterans Ser						
9		15-484-485-8468-6880		1,553.21	October hlty eat/active l	iv		Grant Admin- Pass thru	N
10		15-484-485-8468-6880		466.08	October tobacco strategy	/		Grant Admin- Pass thru	N
11		15-484-485-8468-6880		466.46	October well being strate	egy		Grant Admin- Pass thru	N
	198	Mille Lacs Co. Community	& Veterans Ser	2,485.75		3 Transactions			
	8040	Miller, Patti							
61		15-484-485-8444-6331		45.92	Sept/Oct mileage			Mileage & Meals	N
62		15-484-485-8444-6411		346.55	crisis text line calendars			Supplies	N
	8040	Miller, Patti		392.47		2 Transactions			
	1354								
75		15-484-485-8480-6331		128.80	November RPC mileage			Mileage & Meals	N
	1354	Miner/Brian		128.80		1 Transactions			
	1311	Nelson/Erika							
54		15-484-493-8452-6331		22.40	October cm mileage			Mileage & Meals	N
	1311	Nelson/Erika		22.40		1 Transactions			
	927	Neumen/Cami							
76		15-484-496-8447-6331		255.36	November home care mi	=		Mileage & Meals	N
77	007	15-484-496-8447-6331		42.56	October home care milea	o .		Mileage & Meals	N
	927	Neumen/Cami		297.92		2 Transactions			
	52			24/4	Oct /Nov TANE mileage			Mileage & Meele	N
55 54		15-484-487-8450-6331		24.64	Oct/Nov HR mileage			Mileage & Meals	N
56 57		15-484-487-8451-6331 15-484-487-8453-6331		64.96 8.40	Oct/Nov HP mileage November MCH mileage			Mileage & Meals Mileage & Meals	N N
57	52			98.00	November wich mileage	3 Transactions		Willeage & Wears	IN
	52	Olson/Autumn		96.00		3 Transactions			
	632	Pine County Health & Hun	nan Services						
6		15-484-485-8468-6880		1,701.50	October HIthy eat/active			Grant Admin- Pass thru	N
7		15-484-485-8468-6880		1,318.70	October tobacco strategy			Grant Admin- Pass thru	N
8		15-484-485-8468-6880		2,534.57	October well being strate			Grant Admin- Pass thru	N
	632	Pine County Health & Hun	nan Services	5,554.77		3 Transactions			

INTEGRATED FINANCIAL SYSTEMS

Sheila 12/2/21 10:17AM 15 Community Health Fund

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

	Vendor Name  No. Account/Formula	Rpt Accr	<u>Amount</u>	Warrant Description Service	<u>Dates</u>	Invoice # Paid On E		int/Formula Descripti On Behalf of Name	<u>1099</u>
79	2712 Raudabaugh/Carey 15-484-493-8452-6331 2712 Raudabaugh/Carey		96.88 96.88	Sep-Nov CM mileage	1 Transactions	S	Mileage	& Meals	N
58	1030 Ringler/Jennie 15-484-496-8449-6331 1030 Ringler/Jennie		38.08 38.08	October HHA mileage	1 Transactions	5	Mileage	& Meals	N
80	3174 Rosburg/Diane 15-484-496-8447-6331 3174 Rosburg/Diane		209.44 209.44	November home care mile	eage 1 Transactions	6	Mileage	& Meals	N
59	16326 Sarkisyan/Amber 15-484-496-8449-6331 16326 Sarkisyan/Amber		33.60 33.60	November HHA mileage	1 Transactions	S	Mileage	& Meals	N
	1083 Swanson/Lori								
63	15-484-485-8468-6331		6.72	workplace hlthy eat/activ	e liv		Mileage	& Meals	N
64	15-484-485-8468-6331		28.00	all strategy mileage			Mileage	& Meals	N
65	15-484-490-8489-6331		11.20	vaccination campaign mil	eage		Mileage	& Meals	N
	1083 Swanson/Lori		45.92		3 Transactions	6			
	1268 Tomczak/Kristi								
60	15-484-496-8449-6331		264.88	Oct/Nov HHA mileage			Mileage	& Meals	N
	1268 Tomczak/Kristi		264.88		1 Transactions	8			
	518 Welia Health								
2	15-484-469-8440-6411		583.64	Fluzone HD QIV 240 mcg	/.7ml		-	n Supplies	N
3	15-484-496-8447-6211		1,005.00	September PT services				s & Charges	N
4	15-484-496-8447-6211		807.00	October PT services				s & Charges	N
5	15-484-496-8447-6880		238.13	NGS recoupment J. Arnolo		2462	Medicar	re Pass Thru	N
	518 Welia Health		2,633.77		4 Transactions	5			
15 F	und Total:		25,624.62	Commun	ity Health Fund	37 '	Vendors	82 Transactions	
	Final Total:		25,624.62	37 Vendors	82	Transactions			

Sheila 12/2/21

10:17AM

### \*\* Kanabec County \*\*\*\*



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

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>		
	15	25,624.62	Community Health Fund		
	All Funds	25,624.62	Total	Approved by,	

### 9:35am Appointment

**December 7, 2021** 

### REQUEST FOR BOARD ACTION

a. Subject: Requesting Approval of Resolution of Kanabec County Approving Amendment of the SCHA JPA	b. Origination: South Country Health Alliance
c. Estimated time: 10 minutes	d. Presenter(s): SCHA Executive Director, Leota Lind

f.	B	a	C	k	a	r	0	u	n	d	:

Supporting Documents: None Attached: ☑

**Date received in County Coordinators Office:** 

**Coordinators Comments:** 

**e. Board action requested**: Consider approval of the attached resolution approving amendment of the South Country Health Alliance Joint Powers Agreement.

### KANABEC COUNTY

# RESOLUTION OF KANABEC COUNTY APPROVING AMENDMENT OF THE SOUTH CONTRY HEALTH ALLIANCE JOINT POWERS AGREEMENT

**WHEREAS**, the board of directors of South Country Health Alliance, of which this county is a member, has recommended certain changes in the Joint Powers Agreement last amended in 2013;

**WHEREAS**, the proposed changes, and the reasons therefor, are said forth on the list of changes attached as Exhibit A; and

**WHEREAS**, these recommendations have been made after consultation with representatives, including legal counsel, of SCHA and of the member counties;

**NOW, THEREFORE,** the County Board of Kanabec County hereby approves the amendments to the 2013 Joint Powers Agreement of South County Health Alliance, as set forth on Exhibit B to this resolution.

Signed:	Dated:	, 2021
Gene Anderson, Board Chair		
Kanabec County Board of Commissioners		



# Joint Powers Agreement Timeline



Established workgroup of county attorneys, administrators, and commissioners along with South Country staff and legal counsel to review Joint Powers Agreement.

### Apr.-May 2021

Met with each member county (attorney and administrator). Additional changes were recommended and incorporated.

26 Oct. 2021

MDH approval received.

Presented draft agreement to JPB.

Mar. 2021

JPB approved final draft.

Draft submitted to MDH for approval.

**June 2021** 

Present to county boards for action by 12/31/21

Nov-Dec 2021

### Net Income versus Budget (nine months ending Sept 30, 2021)

	September 2021	September 2021	Favorable/	September 2020	Favorable/
	Actual	Budget	(Unfavorable)	Actual	(Unfavorable)
<u>REVENUE</u>					
DHS CAPITATION	\$ 159,206,625	\$ 157,241,410	\$ 1,965,215	\$ 133,876,899	\$ 25,329,726
RESERVE-MANAGED CARE W/H	(723,829)	(624,870)	(98,959)	(594,481)	(129,348)
RISK CORRIDOR DUE (TO)/FROM STATE	0	(1,287,768)	1,287,768	0	0
CMS CAPITATION	27,332,365	28,555,935	(1,223,570)	28,923,207	(1,590,842)
REINSURANCE PREMIUMS	(1,925,711)	(2,306,367)	380,656	(1,857,645)	(68,066)
TOTAL REVENUES	183,889,449	181,578,340	2,311,109	160,347,980	23,541,470
DD C D ANA EVDENICES					
PROGRAM EXPENSES	124 624 400	125 072 640	440 221	116 207 020	(10.226.570)
MEDICAL CLAIMS	134,624,409	135,072,640	448,231	116,387,839	(18,236,570)
REINSURANCE RECOVERIES	36,560	(1,729,782)	` , , , ,		(1,962,075)
PHARMACY CLAIMS	25,302,863	25,027,660	(275,203)		(4,025,194)
DENTAL CLAIMS	5,747,794	6,555,384	807,590	3,639,520	(2,108,274)
COUNTY PAYMENTS	478,376	478,253	(123)	483,098	4,722
TOTAL PROGRAM EXPENSES	166,190,002	165,404,155	(785,847)	139,862,611	(26,327,391)
LOSS RATIO	90.4%	91.1%	0.7%	87.2%	(3.2%)
TOTAL ADMINISTRATIVE EXPENSES	14,150,347	15,155,795	1,005,447	14,214,917	64,570
OPERATING INCOME	3,549,100	1,018,391	2,530,709	6,270,451	(2,721,352)
INTEREST EXPENSE	(233,246)	(247,998)	14,752	(292,561)	59,315
INVESTMENT INCOME	6,795	17,499	(10,704)		(212,425)
NET INCOME (LOSS)	\$ 3,322,648	\$ 787,892	\$ 2,534,757	\$ 6,197,110	\$ (2,874,462)
MEMBER MONTHS	200 540	266 502	2044	224.002	24.454
MEMBER MONTHS	268,546	266,502	2,044	234,082	34,464

Amendment list for changes to Joint Powers Agreement (As Amended Effective March 13, 2013)

*Page	Section	Proposed Language	Rationale
1	1.2	SCHA is an entity empowered to act in its own right and on behalf of its Member	Previous language created
		Counties in the exercise of all powers delegated to it and its Member Counties by this	potential for misunderstanding of
		Agreement and applicable law. separate and distinct from its Member Counties and	the legal standing of Joint Powers
		not an aggregation or mere association of those counties. SCHA has its own board of	Authority provisions.
		directors, administration, employees, funding, and programs; it is treated for the	
		purposes of certain state laws as its own entity; and on behalf of its Member Counties,	
		it enters into separate contracts and undertakings with state and federal regulatory	
		authorities, including the Centers for Medicare and Medicaid Services ("CMS") and the	
		Minnesota Department of Human Services ("DHS").	
2	2.3	Capital and Surplus - Total assets minus total liabilities as defined in Section 4 below.	Deleted definition due to creation
			of Capital Account (below).
2	2.6	Member County's Capital Account – A calculation taking the amount a Member County	Added defined term for Member
	(NEW)	has contributed, plus its share of gains and losses, less any distributions. The share of	County's Capital Account and
		gains and losses are allocated annually by taking each Member County's Member	provided mechanism for
		Months divided by the total Member Months for all Member Counties, for that year	calculation to avoid potential
		ended, and multiplying the results by the excess annual net income or loss and the	conflict in Agreement and/or by-
		change in non-admitted assets as shown in the audited financial statements.	laws.
3	4	Each Member County has an explicit and measurable right to its share of the Total	Amended for consistency with
		Capital and Surplus, determined as follows: referred to as the Member County's Capital	newly defined term. Also, added
		Account.	provision that calculation will be
			performed by the independent
		SCHA's total Capital and Surplus (total admitted assets minus total liabilities) will be	auditor as part of year-end
		determined, audited and reported to the responsible regulatory agencies of the State of	financials.
		Minnesota as of the end of each calendar year. Each The calculation of each Member	
		County's capital Capital account Account will consist of an amount that a Member	
		County has contributed, plus its share of gains and losses posted to the Member	
		County's capital account, less any distributions.	
		Gains and losses are allocated annually by taking each Member County's Member	
		Months divided by total Member Months for all Member Counties and multiplying the	

<sup>\*</sup>refers to redline version

		results by the excess annual net income or loss and the change in nonadmitted assets	
		as shown in the audited financial statements. This calculation will also be performed	
		using statements in accordance with Statutory Accounting Principles consistent with	
		the method used to report financial results to the responsible regulatory agencies of	
		the State of Minnesota. The calculation will be performed using the audited financial	
		statements by the independent auditor as a part of completing year-end financials for	
		that year.	
3-4	6	A majority of the Member Counties present and represented by all-Board Members or	Providing clarification related to
		designated Alternates shall constitute a quorum at any duly constituted Board meeting.	each county having one vote. In
		A simple majority vote of the Board Members or designated Alternates present at the	addition, clarification that
		meeting with a valid quorum shall be required for the Board to take action act unless	withdrawing counties voting rights
		otherwise provided in this Agreement, by-laws or by law. Each Board Member or	limited in section 11.2.
		designated Alternate Member County shall have one vote. No proxy voting shall be	
		allowed, but designated Alternates may vote and exercise all powers of a Board Member	
		in the absence of the regular Board Member from their respective County.	
		Upon notice of withdrawal from any Member County, voting by a Board Member from	
		the withdrawing County may be limited in accordance with section 11.2 below.	
4	7.3	In the case of a vacancy in the position of Chair, the Vice-Chair shall become Chair for	Providing flexibility for election of
		the remainder of the term, or until another successor is elected.	another successor.
4	8.1	The Board shall meet at least annually quarterly on a schedule determined by the Board.	Requiring board meetings to be
		All meetings of the Board shall be conducted in a manner consistent with the Minnesota	held at least quarterly.
		Open Meeting Law (Minnesota Statutes Chapter 13D).	
4	8.2	Meetings of the Board may be called by the Chair or upon written request from at least	Provide clearer process of how to
		three (3) of the Board Members to the Chair or SCHA's CEO.	request meetings.
5	9.4	Collecting money funds subject to the provisions of this Agreement from its Members	Language was suggested to clarify
		Counties, subject to the provisions of this Agreement, and from any other sources	that board powers and duties
		authorized by law, to meet the operational needs of SCHA and any applicable statutory	related to collecting money include
		or regulatory mandated capital requirements.	meeting statutory or regulatory
			mandated capital requirements.
6	9.13	Establishing such committees as it deems necessary to exercise the powers of the Board,	Additional language to recognize
		or as otherwise required by law.	the formation of some committees
			are regulatory requirements.

_	0.14		Clarification of confusion language
6	9.14	Delegating to officers or committees any functions and powers which may be performed	Clarification of confusing language.
		by the Board as a whole to the extent specifically authorized by the by-laws. subject to	
		such limitations as set forth in the action delegating such functions and powers, and also	
		subject to the following limitations.	
6	9.15	Determining the staffing required to carry out the tasks necessary to administer SCHA.	Clarification of confusing language.
	(first	These tasks may be performed by persons hired by the Board SCHA employees or	
	para.)	through contracts with private or public organizations and shall include, but not be	
		limited to the following:	
7	10.2	Short-Term Funds Transfers	To provide clear flexibility to the
	(NEW)		board to consider short-term cash
		Should the Board determine the need, the Board may request a voluntary transfer of	transfers to handle cash flow
		funds from a Member County or group of Member Counties into SCHA accounts for	challenges related to capitation
		purposes of maintaining cash flow during periods of capitation payment delays. The	payment delays. Clarification that
		transferred amounts will be returned to the Member Counties within 30 days of SCHA	this provision is voluntary for any
		receiving the delayed capitation payments.	individual county.
7	10.3	Surplus and Deficit Sharing	Clarification of Board flexibility
	(NEW)		related to the distribution of
		Any excess of surplus beyond the statutory requirements, or which the Board has	surplus. Deleted reference to
		decided to retain as specified in the by-laws, may be shared among the Member	deficit sharing since address in the
		Counties distributed, as directed by the Board or as specified by the by-laws, through	NEW 10.4.
		investments in SCHA operations, community re-investment grants, or other similar	
		distributions as allowed by law. based upon each Member County's share of SCHA's	
		total Capital and Surplus as shown in SCHA's most recent audited financial statements.	
		Any such distribution shall be made to the human service agencies of the respective	
		Member Counties. Any deficit shall be made whole as outlined in 10.3.	
7-8	10.4	Additional Contributions Deficit Sharing – Regulatory Requirement	Section 10.4 separated into two
	(NEW)		distinct sections. New 10.4 section
		Should the Board determine that losses or reductions in Capital and Surplus make it	is related to Capital Contributions
		necessary to obtain additional contributions to capital in order to meet regulatory	to meet statutory mandated levels
		and/or statutorily mandated risk-based capital levels (including, but not limited to, the	(Deficit Sharing). New 10.5 (below)
		provisions of Minnesota Statutes Sections 62D. 04 and 60A.60 et seq., or any similar or	is related to optional Capital
		superseding statute or regulation), the Board shall so inform the Member Counties,	Contributions related to future
		and the county boards of the Member Counties shall separately vote on whether to	investment into operations.
		authorize of a capital call. Upon a vote of a majority of each county board of two thirds	

		of the Member Counties, all All Member Counties agree to make such additional contributions to capital as the Board requires to meet the minimum risk-based capital levels., which Contributions shall be pro-rated among the Member Counties in the proportions of their share of SCHA's total Capital and Surplus as of the most recent year end Member County's Capital Account as of the most recent year-end. All such capital contributions shall meet with the requirements under applicable law and NAIC standards. If provided and approved by the Board and if allowed by applicable law,	
		such contributions may be made in the form of a guarantee or such other instrument	
8	10.5	as the Board may determine.  Additional Contributions – Investment	See note in 10.4 (NEW) above
	(NEW)	Should the Board determine that ongoing operations make it necessary to raise additional contributions to capital, in excess of those needed to meet regulatory and/or statutorily mandated levels, the Board shall so inform the Member Counties, and the county boards of the Member Counties shall separately vote on whether to authorize a capital call. All Member Counties must agree to make such additional contributions to capital as the Board requests, which contributions shall be pro-rated among the Member Counties in the proportions of the Member County's Capital Account using the most recent audited financial information.	
8	10.7 (NEW)	SCHA is a municipality under Minnesota Statutes Section <u>4</u> 66.01, Subdivision 1, separate and distinct from its Member Counties, as set forth in Section 1.2 of this Agreement. Nothing in this Agreement shall be construed to waive the protections given by Chapter 466 of Minnesota Statutes. The statutory limits of liability provided for by that statute are not waived, and may not be added together, aggregated, or "stacked" for purposes of increasing the overall limits of liability of SCHA. No participating counties are responsible for the acts or omissions of any of the other parties except as specifically set forth in this Agreement.	Correction of typo in statutory citation and removal of unnecessary language based on existing state law.
9	11.1	A Member County may withdraw from this Agreement by filing with the CEO and copied to the Board Chair a written board action notifying SCHA of its withdrawal, by the deadline determined in advance by the by-laws. For purposes of this Agreement and the By-Laws, the "Effective Date of Withdrawal" shall be December 31 <sup>st</sup> at 11:59pm in the year the Member County provided the notice of withdrawal.	Addition of defined term related to the Effective Date of Withdrawal to provide consistency within Agreement and By-laws.
9	11.2	Following its withdrawal from this Agreement, the withdrawing Member County shall fulfill any outstanding contractual responsibilities it may have with the State of	Adding requirement for participation in audits after

		Minnesota, the federal government, other Member Counties, and SCHA. This includes providing all information necessary for the submission of reports and/or responding to regulatory audits. The withdrawing Member County shall be responsible for notifying the State of Minnesota and any other appropriate governmental authority of its withdrawal.	withdrawal and the limitation on ability to vote on board items related to issues impacting SCHA after county's withdrawal.
		<u>Upon providing a notice of withdrawal, a Board Member or Alternate from a Member County will not be entitled to a vote on any board action related to contracts, budgets, </u>	
		or other issues impacting SCHA after the County's Effective Date of Withdrawal.	
9	11.3	Any withdrawing Member County is entitled to receive its share of SCHA's Capital and	Use of new definition.
	(first	Surplus, determined as set forth in Section 4 above. The Member County's specific	
	para.)	capital account Capital Account shall become available for withdrawal after the annual	
		<u>audited</u> financial statements have been issued and filed with the State of Minnesota,	
		when such Member County's <u>Capital</u> <u>A</u> ccounts shall be determined. Such payments	
		of Capital and Surplus may, at the option of SCHA, be:	
9	11.3(a)	Made in one lump sum, without interest, within thirty days after determination of the	Consistent date established based
		amount of such Capital and Surplus by April 30th following the Effective Date of	on annual closing of financials each
		<u>Withdrawal</u> ; or	year.
9-10	11.3(b)	In equal annual payments of principal commencing September 30 <sup>th</sup> of the year following	Change of interest accrual date for
		the Effective Date of withdrawal Withdrawal, and continuing over a period of time not	consistency with the end date of
		to exceed five years. Simple interest shall accrue from <del>January 1</del> May 1 <sup>st</sup> of the year	when lump sums could be paid out
		following the Effective Date of withdrawal Withdrawal starting at the Wall Street Journal	in Section 11.3(a).
		Prime Rate in effect on that date, and shall be paid to date with each installment of	_
		principal. For each subsequent year of annual payments, the prevailing interest rate will	Adjustment to interest rate
		be re-set to the current Wall Street Journal Prime Rate in effect on May 1st of the	calculation to re-set each year to
		payment year. SCHA at its option, may prepay any or all of the outstanding balance at	avoid potential of locking into rates
		any time, on seven days advance notice to the counties. If not prepaid in full, SCHA may,	that are overly unfavorable to one
		if it chooses, reduce the principal amount of each subsequent payment to an amount	party for multiple years.
		not less than the outstanding principal divided by the number of years remaining in the	
10	40.4	original term, together with interest.	
10	12.1	Neither a Member County which has given notice of withdrawal nor the Board Member	Deleted due to questions regarding
	(last	from a county which has given a notice to withdraw shall vote on or be counted under	the ability to determine quorum
	para.)	this subsection 12.1, nor shall Board Members from such counties be counted in determining a quorum under Section 6 of this Agreement.	inconsistent with actual current
		<u>getermining a quorum under Section 6 of this Agreement</u>	Members present.

10	12.2	Upon termination of this Agreement SCHA shall be dissolved. The Board shall continue	Use of new definition.
		to exist after dissolution as long as is necessary to wind up and conclude the affairs	
		subject to this Agreement. After payment of all claims and expenses, any remaining	
		Capital and Surplus or remaining deficit shall be shared by the Member Counties in	
		proportion to their respective Capital and Surplus accounts as set forth in Section 4	
		above Member County's Capital Account.	
10	12.3	Should termination occur after the Effective Date of Withdrawal of a Member County,	Consistent use of Defined term.
		that withdrawn county shall be entitled to receive any deferred payments still due under	
		subsection 11.3 of this Agreement. Should termination occur after a notice of	
		withdrawal has been given by a Member County but before the Effective Date of such	
		Withdrawal, the Member County shall only be entitled to the distributions due under	
		subsection 12.2.	

# South Country Health Alliance Joint Powers Agreement

(As Amended Effective March 13, 2013

This Joint Powers Agreement ("Agreement") is made under the authority of Minnesota Statutes 471.59, by and between the governmental units ("Member Counties") which form this joint powers entity, known as South Country Health Alliance.

#### **TERMS AND CONDITIONS**

## Section 1: ESTABLISHMENT; GENERAL PURPOSE

## 1.1. Establishment

A group of Minnesota counties entered into a Joint Powers Agreement in 1998, to form a separate joint powers entity for the purpose of providing certain health programs and services to eligible residents. The Member Counties, all of which are parties to this Agreement, reconfirm the establishment of that Joint Powers Board, which has assumed the name of "South Country Health Alliance" ("SCHA") under Minnesota law.

## 1.2. Form of Entity

SCHA is an entity empowered to act in its own right and on behalf of its Member Counties in the exercise of all powers delegated to it and its Member Counties by this Agreement and applicable law. separate and distinct from its Member Counties and not an aggregation or mere association of those counties. SCHA has its own board of directors, administration, employees, funding, and programs; it is treated for the purposes of certain state laws as its own entity; and on behalf of its Member Counties it enters into separate contracts and undertakings with state and federal regulatory authorities, including the Centers for Medicare and Medicaid Services ("CMS") and the Minnesota Department of Human Services ("DHS").

## 1.3. Purpose

The purpose of SCHA is to improve the social and health outcomes of its clients and of all citizens of its Member Counties by better coordinating social service, public health and medical services and promoting the achievement of public health goals.

#### **Section 2: DEFINITIONS**

- 2.1. Alternate Board Member or Alternate A County Commissioner appointed by their County Board on the Joint Powers Board in the absence of the designated Board Member.
- 2.2. *Board Member* A County Commissioner appointed by their County Board to serve on the Joint Powers Board.
- 2.3. Capital and Surplus Total assets minus total liabilities as defined in Section 4 below.
- 2.4.2.3. County-Based Purchasing An option prescribed by Laws of Minnesota 1997, Chapter 203, Article 4, Section 56, now codified as Minnesota Statue Section 256B.69, that allows counties to choose to purchase or provide health care services for all persons eligible for Minnesota Health Care Programs.
- <u>2.5.2.4.</u> *Joint Powers Board* or *Board* The board of directors for this county-based purchasing plan.
- 2.5. Member County A County which is a signatory to this agreement. A Member County is an equity member of SCHA and shares the financial risks and benefits of full membership.
- 2.6. <u>Member County's Capital Account</u> A calculation taking the amount a Member County has contributed, plus its share of gains and losses, less any distributions. The share of gains and losses are allocated annually by taking each Member County's Member Months divided by the total Member Months for all Member Counties, for that year ended, and multiplying the results by the excess annual net income or loss and the change in non-admitted assets as shown in the audited financial statements.
- 2.7. *Member Month* One (1) individual enrolled for one (1) month.

#### Section 3: ADDITIONAL COUNTIES

Additional counties may indicate their desire to join by submitting a County Board Resolution to the chairperson of the Joint Powers Board. The addition of Member Counties shall be subject to a majority vote of the Joint Powers Board. The Board may define membership requirements for additional counties. No additional counties shall

be admitted as a Member County unless such county participates in substantially all the programs offered by SCHA.

#### Section 4: MEMBER CAPITAL AND SURPLUS

Each Member County has an explicit and measurable right to its share of the Total Capital and Surplus, determined as follows:referred to as the Member County's Capital Account.

SCHA's total Capital and Surplus (total <u>admitted assets minus total liabilities</u>) will be determined, audited and reported to the responsible regulatory agencies of the State of Minnesota as of the end of each calendar year. <u>Each The calculation of each Member County's capital account Account will consist of an amount that a Member County has contributed, plus its share of gains and losses posted to the Member County's capital account, less any distributions.</u>

Gains and losses are allocated annually by taking each Member County's Member Months divided by total Member Months for all Member Counties and multiplying the results by the excess annual net income or loss and the change in nonadmitted assets as shown in the audited financial statements. This calculation will also be performed using statements in accordance with Statutory Accounting Principles consistent with the method used to report financial results to the responsible regulatory agencies of the State of Minnesota. The calculation will be performed using the audited financial statements by the independent auditor as a part of completing year-end financials for that year.

## Section 5: JOINT POWERS BOARD COMPOSITION

SCHA is governed by a Joint Powers Board (the "Board"), consisting of one representative ("Board Member") from each Member County. Each Member County shall also designate one additional representative to serve as an alternate to the Board in the absence of the designated Board Member; such Alternate shall have all the powers and duties of a Board Member when serving as such. Each representative shall be selected by their respective county boards from among their respective memberships.

#### Section 6: QUORUM/VOTING

A majority of the Member Counties present and represented by all Board Members or designated Alternates shall constitute a quorum at any duly constituted Board meeting. A simple majority vote of the Board Members or designated Alternates present at the meeting with a valid quorum shall be required for the Board to take action—act unless otherwise provided in this Agreement, by-laws or by law. Each Board Member or designated Alternate—Member County shall have one vote. No proxy voting shall be

allowed, but designated Alternates may vote and exercise all powers of a Board Member in the absence of the regular Board Member from their respective County.

<u>Upon notice of withdrawal from any Member County, voting by a Board Member from the withdrawing County may be limited in accordance with section 11.2 below.</u>

#### **Section 7: OFFICERS**

- 7.1. The Board shall elect from its Board Members a Chair and a Vice Chair and such other officers as it deems appropriate or necessary to conduct its meetings and affairs.
- 7.2. All officers shall serve from the time of their election through the next annual meeting, or until their successors are elected.
- 7.3. In the case of a vacancy in the position of Chair, the Vice-Chair shall become Chair for the remainder of the term, or until another successor is elected.

#### **Section 8: MEETINGS**

- 8.1. The Board shall meet at least <u>annually quarterly</u> on a schedule determined by the Board. All meetings of the Board shall be conducted in a manner consistent with the Minnesota Open Meeting Law (Minnesota Statutes Chapter 13D).
- 8.2. Meetings of the Board may be called by the Chair or upon written request from at least three (3) of the Board Members to the Chair or SCHA's CEO.
- 8.3. Written notice shall be sent in accordance with Minnesota law. In the case of an emergency meeting, the notice required by law shall be given.

#### **Section 9: POWERS AND DUTIES**

The Board shall exercise all other lawful powers necessary and incidental to the implementation of the purposes and powers set forth herein, including, but not limited to, the adoption of by-laws to govern the functioning of the Board, provided that no by-law or action of the Board shall be contrary to the terms of this Agreement.

The powers and duties of the Board may include, but are not limited to, the following:

9.1. Receiving and expending funds from lawful sources including any governmental source, gifts, or donations, for the purposes provided in this Agreement.

- 9.2. Providing programs or services for such other persons or entities (including other counties) for reasonable compensation, only if the Board explicitly determines that providing such programs or services is in the best interests of the Member Counties, and citizens of Member Counties, and of SCHA. Should SCHA contract to provide services in a county which is not a Member County, such county shall not have the duties, risks, responsibilities, or benefits of membership; its arrangement with SCHA shall be as set forth by contract.
- 9.3. Approving the annual budgeting process and budget using the calendar year as the budget year.
- 9.4. Collecting money <u>funds</u> <u>subject to the provisions of this Agreement</u> from its Members <u>Counties</u>, <u>subject to the provisions of this Agreement</u>, and from any other sources authorized by law, to meet the operational needs of SCHA and any <u>applicable statutory or regulatory mandated capital requirements</u>.
- 9.5. Adopting by-laws sufficient to operate the plan and the day-to-day operations of SCHA and adopting and implementing a plan to carry out its purposes identified herein.
- 9.6. Consulting with knowledgeable persons who can provide pertinent information to achieve SCHA's purposes.
- 9.7. Cooperating or contracting with the State of Minnesota and the federal government and their subdivision agencies, and with private or public organizations to accomplish the purposes of this organization.
- 9.8. Contracting for or purchasing such insurance as the Board deems necessary for the protection of the Board, the Member Counties, and SCHA's property and assets.
- 9.9. Accumulating reserve funds for the purposes herein mentioned and investing funds not currently needed for its operations. The Board shall define investment guidelines for all funds in accordance with statutory guidelines and standard government procedures.
- 9.10. Contracting, employing consultants, incurring expenses, and making expenditures necessary and incidental to the effectuation of SCHA's purpose and powers in conformance with the requirements applicable to contracts and purchases.

- 9.11. Commissioning an annual audit of the books and accounts of SCHA and making and filing a report with its Member Counties at least once each year. Strict accountability of all funds and reports of all receipts and disbursements shall be made.
- 9.12. Receiving and sharing data from appropriate government agencies and Member Counties as necessary and appropriate to accomplish SCHA's purposes.
- 9.13. Establishing such committees as it deems necessary to exercise the powers of the Board, or as otherwise required by law.
- 9.14. Delegating to officers or committees any functions and powers which may be performed by the Board as a whole toto the extent specifically authorized by the by-laws., subject to such limitations as set forth in the action delegating such functions and powers, and also subject to the following limitations.
- 9.15. Determining the staffing required to carry out the tasks necessary to administer SCHA. These tasks may be performed by persons hired by the BoardSCHA employees or through contracts with private or public organizations and shall include, but not be limited to the following:
  - (a) Carrying out the mission and purpose of the Agreement.
  - (b) Preparing and presenting a proposed annual budget to the Board.
  - (c) Implementing and carrying out all Board-established policies.
  - (d) Preparing agendas for the Board in conjunction with the Chair.
  - (e) Supervising all contracts and/or supervising personnel hired to carry out County-Based Purchasing functions.
- 9.16. The Board may not delegate, and shall reserve to itself, the following functions:
  - (a) Employment, on a permanent basis, of the Chief Executive Officer and Chief Financial Officer, and such other persons as the Board shall determine, but nothing in this limitation shall preclude the Board from delegating to a committee hiring such individuals on a temporary or probationary basis;
  - (b) Final approval of the annual budget;
  - (c) Approval of annual financial statements;

- (d) Retention or engagement of financial auditors and legal counsel, except on a temporary or emergency basis; and
- (e) Entry into any contracts, or taking any action, which requires Board approval by its terms or applicable law or the provisions of other applicable and binding contract.

### **Section 10: FINANCIAL STRUCTURE**

## 10.1. <u>Annual Budget</u>

An annual budget shall be prepared by the CEO and CFO, and shall be submitted to the Board for approval.

## 10.2. Short-Term Funds Transfers

Should the Board determine the need, the Board may request a voluntary transfer of funds from a Member County or group of Member Counties into SCHA accounts for purposes of maintaining cash flow during periods of capitation payment delays. The transferred amounts will be returned to the Member Counties within 30 days of SCHA receiving the delayed capitation payments.

## 10.2.3. Surplus and Deficit Sharing

Any excess of surplus beyond the statutory requirements, or which the Board has decided to retain as specified in the by-laws, may be shared among the Member Counties distributed, as directed by the Board or as specified by the by-laws, through investments in SCHA operations, community re-investment grants, or other similar distributions as allowed by law. based upon each Member County's share of SCHA's total Capital and Surplus as shown in SCHA's most recent audited financial statements. Any such distribution shall be made to the human service agencies of the respective Member Counties. Any deficit shall be made whole as outlined in 10.3.

## 10.3.4. Additional Contributions Deficit Sharing - Regulatory Requirement

Should the Board determine that losses or reductions in Capital and Surplus make it necessary to obtain additional contributions to capital in order to meet regulatory and/or statutorily minimum risk-based capital levels (including, but not limited to, the provisions of Minnesota Statutes Sections 62D.04 and 60A.50 et seq., or any similar or superseding statute or regulation), the Board shall so

inform the Member Counties, and the county boards of the Member Counties shall separately vote on whether to authorize of a capital call. Upon a vote of a majority of each county board of two thirds of the Member Counties, all All Member Counties agree to make such additional contributions to capital as the Board requires to meet the minimum risk-based capital levels., which eContributions shall be pro-rated among the Member Counties in the proportions of the ir share of SCHA's total Capital and Surplus as of the most recent year-end. All such capital contributions shall meet the requirements under applicable law and NAIC standards. If provided and approved by the Board and if allowed by applicable law, such contributions may be made in the form of a guarantee or such other instrument as the Board may determine.

#### 10.5 Additional Contributions – Investment

Should the Board determine that ongoing operations make it necessary to raise additional contributions to capital, in excess of those needed to meet regulatory and/or statutorily mandated levels, the Board shall so inform the Member Counties, and the county boards of the Member Counties shall separately vote on whether to authorize a capital call. All Member Counties must agree to make such additional contributions to capital as the Board requests, which contributions shall be pro-rated among the Member Counties in the proportions of the Member County's Capital Account using the most recent audited financial information.

## 10.46. No Third-Party Beneficiary

The undertaking and obligation of the contracting counties set forth in this Agreement, and in any other agreements between them with regard to SCHA, are for the exclusive benefit of the Member Counties and of SCHA. No third party is intended to be benefited by such agreements, nor may any person or entity which is not a party to this Agreement benefit under any such agreement.

## 10.57. Non-Waiver of Municipal Tort Liability

SCHA is a municipality under Minnesota Statutes Section <u>4</u>66.01, Subdivision 1<sub>7</sub> separate and distinct from its Member Counties, as set forth in Section 1.2 of this Agreement. Nothing in this Agreement shall be construed to waive the protections given by Chapter 466 of Minnesota Statutes. The statutory limits of liability provided for by that statute are not waived, and may not be added together, aggregated, or "stacked" for purposes of increasing the overall limits of liability of SCHA. No participating counties are responsible for the acts or

omissions of any of the other parties except as specifically set forth in this Agreement.

#### **Section 11: WITHDRAWAL**

## 11.1. Method of Withdrawal

A Member County may withdraw from this Agreement by filing with the CEO and copied to the Board Chair a written board action notifying SCHA of its withdrawal, by the deadline determined in advance by the by-laws. For purposes of this Agreement and the By-Laws, the "Effective Date of Withdrawal" shall be December 31st at 11:59pm in the year the Member County provided the notice of withdrawal.

## 11.2. Responsibilities on and after Withdrawal

Following its withdrawal from this Agreement, the withdrawing Member County shall fulfill any outstanding contractual responsibilities it may have with the State of Minnesota, the federal government, other Member Counties, and SCHA. This includes providing all information necessary for the submission of reports and/or responding to regulatory audits. The withdrawing Member County shall be responsible for notifying the State of Minnesota and any other appropriate governmental authority of its withdrawal.

Upon providing a notice of withdrawal, a Board Member or Alternate from a Member County will not be entitled to a vote on any board action related to contracts, budgets, or other issues impacting SCHA after the County's Effective Date of Withdrawal.

## 11.3. Payment of Surplus to Withdrawing Member County

Any withdrawing Member County is entitled to receive its share of SCHA's Capital and Saurplus, determined as set forth in Section 4 above. The Member County's specific capital account Capital Account shall become available for withdrawal after the annual audited financial statements have been issued and filed with the State of Minnesota, when such Member County's eCapital aAccounts shall be determined. Such payments of Capital and Surplus may, at the option of SCHA, be:

(a) Made in one lump sum, without interest, within thirty days after determination of the amount of such Capital and Surplus by April 30th following the Effective Date of Withdrawal; or

(b) In equal annual payments of principal commencing September 30th of the year—following the Effective Date of withdrawal Withdrawal, and continuing over a period of time—not to exceed five years. Simple interest shall accrue from January 1May 1st—of the year—following the Effective Date of withdrawal—Withdrawal starting—at the Wall Street Journal Prime Rate in effect on that date, and shall be paid to date with each installment of principal. For each subsequent year of annual payments, the prevailing interest rate will be re-set to the current Wall Street Journal Prime Rate in effect on May 1st of the payment year. SCHA at its option, may prepay any or all of the outstanding balance at any time, on seven days advance notice to the counties. If not prepaid in full, SCHA may, if it chooses, reduce the principal amount of each subsequent payment to an amount not less than the outstanding principal divided by the number of years remaining in the original term, together with interest.

#### **Section 12: TERMINATION**

## 12.1. Method of Termination

This Agreement continues in force until terminated as follows:

- (a) Upon Board Resolutions by the respective County Boards of two-thirds of the Member Counties who have not given a notice to withdraw; or
- (b) Upon a two-thirds vote of Board Members representing the Member Counties who have not given a notice to withdraw.

Neither a Member County which has given notice of withdrawal nor the Board Member from a county which has given a notice to withdraw shall vote on or be counted under this subsection 12.1, nor shall Board Members from such counties be counted in determining a quorum under Section 6 of this Agreement.

## 12.2. Winding-up and Distribution

Upon termination of this Agreement SCHA shall be dissolved. The Board shall continue to exist after dissolution as long as is necessary to wind up and conclude the affairs subject to this Agreement. After payment of all claims and expenses, any remaining Capital and Surplus or remaining deficit shall be shared by the Member Counties in proportion to their respective Capital and Surplus accounts as set forth in Section 4 above Member County's Capital Account.

## 12.3. Distributions and Payments to Withdrawn and Withdrawing Counties

Should termination occur after the Effective Date of <u>W</u>withdrawal of a Member County, that withdrawn county shall be entitled to receive any deferred payments still due under subsection 11.3 of this Agreement. Should termination occur after a notice of withdrawal has been given by a Member County but before the Effective Date of <u>such-W</u>withdrawal, the Member County shall only be entitled to the distributions due under subsection 12.2.

## **Section 13: AMENDMENT OF JOINT POWERS AGREEMENT**

Amendments to this Agreement must be approved by two-thirds of the County I	3oards
of the Member Counties.	

We hereby commit this County to the Terms and Conditions of this Agreement and to continue participation in this Joint Powers County-Based Purchasing entity known as South Country Health Alliance.

This Agreement is effective <del>March 13, 2013</del>					
	_				
County	-				
Chair, County Board		Da	nte		
Attest:					
	_				

Title			Date

# South Country Health Alliance Joint Powers Agreement

(As Amended Effective \_\_\_\_\_)

This Joint Powers Agreement ("Agreement") is made under the authority of Minnesota Statutes 471.59, by and between the governmental units ("Member Counties") which form this joint powers entity, known as South Country Health Alliance.

#### **TERMS AND CONDITIONS**

## Section 1: ESTABLISHMENT; GENERAL PURPOSE

## 1.1. Establishment

A group of Minnesota counties entered into a Joint Powers Agreement in 1998, to form a separate joint powers entity for the purpose of providing certain health programs and services to eligible residents. The Member Counties, all of which are parties to this Agreement, reconfirm the establishment of that Joint Powers Board, which has assumed the name of "South Country Health Alliance" ("SCHA") under Minnesota law.

## 1.2. Form of Entity

SCHA is an entity empowered to act in its own right and on behalf of its Member Counties in the exercise of all powers delegated to it and its Member Counties by this Agreement and applicable law. SCHA has its own board of directors, administration, employees, funding, and programs; it is treated for the purposes of certain state laws as its own entity; and on behalf of its Member Counties it enters into separate contracts and undertakings with state and federal regulatory authorities, including the Centers for Medicare and Medicaid Services ("CMS") and the Minnesota Department of Human Services ("DHS").

## 1.3. <u>Purpose</u>

The purpose of SCHA is to improve the social and health outcomes of its clients and of all citizens of its Member Counties by better coordinating social service, public health and medical services and promoting the achievement of public health goals.

#### **Section 2: DEFINITIONS**

- 2.1. Alternate Board Member or Alternate A County Commissioner appointed by their County Board on the Joint Powers Board in the absence of the designated Board Member.
- 2.2. *Board Member* A County Commissioner appointed by their County Board to serve on the Joint Powers Board.
- 2.3. *County-Based Purchasing* An option prescribed by Laws of Minnesota 1997, Chapter 203, Article 4, Section 56, now codified as Minnesota Statue Section 256B.69, that allows counties to choose to purchase or provide health care services for all persons eligible for Minnesota Health Care Programs.
- 2.4. *Joint Powers Board* or *Board* The board of directors for this county-based purchasing plan.
- 2.5. *Member County* A County which is a signatory to this agreement. A Member County is an equity member of SCHA and shares the financial risks and benefits of full membership.
- 2.6. Member County's Capital Account A calculation taking the amount a Member County has contributed, plus its share of gains and losses, less any distributions. The share of gains and losses are allocated annually by taking each Member County's Member Months divided by the total Member Months for all Member Counties, for that year ended, and multiplying the results by the excess annual net income or loss and the change in non-admitted assets as shown in the audited financial statements.
- 2.7. *Member Month* One (1) individual enrolled for one (1) month.

#### **Section 3: ADDITIONAL COUNTIES**

Additional counties may indicate their desire to join by submitting a County Board Resolution to the chairperson of the Joint Powers Board. The addition of Member Counties shall be subject to a majority vote of the Joint Powers Board. The Board may define membership requirements for additional counties. No additional counties shall be admitted as a Member County unless such county participates in substantially all the programs offered by SCHA.

## **Section 4: MEMBER CAPITAL AND SURPLUS**

Each Member County has an explicit and measurable right to its share of the Total Capital and Surplus, referred to as the Member County's Capital Account.

SCHA's total Capital and Surplus (total admitted assets minus total liabilities) will be determined, audited and reported to the responsible regulatory agencies of the State of Minnesota as of the end of each calendar year. The calculation of each Member County's Capital Account will also be performed using statements in accordance with Statutory Accounting Principles consistent with the method used to report financial results to the responsible regulatory agencies of the State of Minnesota. The calculation will be performed using the audited financial statements by the independent auditor as a part of completing year-end financials for that year.

## Section 5: JOINT POWERS BOARD COMPOSITION

SCHA is governed by a Joint Powers Board (the "Board"), consisting of one representative ("Board Member") from each Member County. Each Member County shall also designate one additional representative to serve as an alternate to the Board in the absence of the designated Board Member; such Alternate shall have all the powers and duties of a Board Member when serving as such. Each representative shall be selected by their respective county boards from among their respective memberships.

## Section 6: QUORUM/VOTING

A majority of the Member Counties present and represented by Board Members or designated Alternates shall constitute a quorum at any duly constituted Board meeting. A simple majority vote of the Board Members or designated Alternates present at the meeting with a valid quorum shall be required for the Board to act unless otherwise provided in this Agreement, by-laws or by law. Each Member County shall have one vote. No proxy voting shall be allowed, but designated Alternates may vote and exercise all powers of a Board Member in the absence of the regular Board Member from their respective County.

Upon notice of withdrawal from any Member County, voting by a Board Member from the withdrawing County may be limited in accordance with section 11.2 below.

#### **Section 7: OFFICERS**

- 7.1. The Board shall elect from its Board Members a Chair and a Vice Chair and such other officers as it deems appropriate or necessary to conduct its meetings and affairs.
- 7.2. All officers shall serve from the time of their election through the next annual meeting, or until their successors are elected.

7.3. In the case of a vacancy in the position of Chair, the Vice-Chair shall become Chair for the remainder of the term, or until another successor is elected.

#### **Section 8: MEETINGS**

- 8.1. The Board shall meet at least quarterly on a schedule determined by the Board. All meetings of the Board shall be conducted in a manner consistent with the Minnesota Open Meeting Law (Minnesota Statutes Chapter 13D).
- 8.2. Meetings of the Board may be called by the Chair or upon written request from at least three (3) of the Board Members to the Chair or SCHA's CEO.
- 8.3. Written notice shall be sent in accordance with Minnesota law. In the case of an emergency meeting, the notice required by law shall be given.

## **Section 9: POWERS AND DUTIES**

The Board shall exercise all other lawful powers necessary and incidental to the implementation of the purposes and powers set forth herein, including, but not limited to, the adoption of by-laws to govern the functioning of the Board, provided that no by-law or action of the Board shall be contrary to the terms of this Agreement.

The powers and duties of the Board may include, but are not limited to, the following:

- 9.1. Receiving and expending funds from lawful sources including any governmental source, gifts, or donations, for the purposes provided in this Agreement.
- 9.2. Providing programs or services for such other persons or entities (including other counties) for reasonable compensation, only if the Board explicitly determines that providing such programs or services is in the best interests of the Member Counties, and citizens of Member Counties, and of SCHA. Should SCHA contract to provide services in a county which is not a Member County, such county shall not have the duties, risks, responsibilities, or benefits of membership; its arrangement with SCHA shall be as set forth by contract.
- 9.3. Approving the annual budgeting process and budget using the calendar year as the budget year.
- 9.4. Collecting funds from its Member Counties, subject to the provisions of this Agreement, and from any other sources authorized by law, to meet the operational needs of SCHA and any applicable statutory or regulatory mandated capital requirements.

- 9.5. Adopting by-laws sufficient to operate the plan and the day-to-day operations of SCHA and adopting and implementing a plan to carry out its purposes identified herein.
- 9.6. Consulting with knowledgeable persons who can provide pertinent information to achieve SCHA's purposes.
- 9.7. Cooperating or contracting with the State of Minnesota and the federal government and their subdivision agencies, and with private or public organizations to accomplish the purposes of this organization.
- 9.8. Contracting for or purchasing such insurance as the Board deems necessary for the protection of the Board, the Member Counties, and SCHA's property and assets.
- 9.9. Accumulating reserve funds for the purposes herein mentioned and investing funds not currently needed for its operations. The Board shall define investment guidelines for all funds in accordance with statutory guidelines and standard government procedures.
- 9.10. Contracting, employing consultants, incurring expenses, and making expenditures necessary and incidental to the effectuation of SCHA's purpose and powers in conformance with the requirements applicable to contracts and purchases.
- 9.11. Commissioning an annual audit of the books and accounts of SCHA and making and filing a report with its Member Counties at least once each year. Strict accountability of all funds and reports of all receipts and disbursements shall be made.
- 9.12. Receiving and sharing data from appropriate government agencies and Member Counties as necessary and appropriate to accomplish SCHA's purposes.
- 9.13. Establishing such committees as it deems necessary to exercise the powers of the Board, or as otherwise required by law.
- 9.14. Delegating to officers or committees any functions and powers which may be performed by the Board to the extent specifically authorized by the by-laws.
- 9.15. Determining the staffing required to carry out the tasks necessary to administer SCHA. These tasks may be performed by SCHA employees or through contracts with private or public organizations and shall include, but not be limited to the following:

- (a) Carrying out the mission and purpose of the Agreement.
- (b) Preparing and presenting a proposed annual budget to the Board.
- (c) Implementing and carrying out all Board-established policies.
- (d) Preparing agendas for the Board in conjunction with the Chair.
- (e) Supervising all contracts and/or supervising personnel hired to carry out County-Based Purchasing functions.
- 9.16. The Board may not delegate, and shall reserve to itself, the following functions:
  - (a) Employment, on a permanent basis, of the Chief Executive Officer and Chief Financial Officer, and such other persons as the Board shall determine, but nothing in this limitation shall preclude the Board from delegating to a committee hiring such individuals on a temporary or probationary basis;
  - (b) Final approval of the annual budget;
  - (c) Approval of annual financial statements;
  - (d) Retention or engagement of financial auditors and legal counsel, except on a temporary or emergency basis; and
  - (e) Entry into any contracts, or taking any action, which requires Board approval by its terms or applicable law or the provisions of other applicable and binding contract.

#### **Section 10: FINANCIAL STRUCTURE**

## 10.1. <u>Annual Budget</u>

An annual budget shall be prepared by the CEO and CFO, and shall be submitted to the Board for approval.

#### 10.2. Short-Term Funds Transfers

Should the Board determine the need, the Board may request a voluntary transfer of funds from a Member County or group of Member Counties into SCHA accounts for purposes of maintaining cash flow during periods of

capitation payment delays. The transferred amounts will be returned to the Member Counties within 30 days of SCHA receiving the delayed capitation payments.

## 10.3. Surplus

Any excess of surplus beyond the statutory requirements, or which the Board has decided to retain as specified in the by-laws, may be distributed, as directed by the Board or as specified by the by-laws, through investments in SCHA operations, community re-investment grants, or other similar distributions as allowed by law.

## 10.4. Deficit Sharing - Regulatory Requirement

Should the Board determine that losses or reductions in Capital and Surplus make it necessary to obtain additional contributions to capital in order to meet regulatory and/or statutorily minimum risk-based capital levels (including, but not limited to, the provisions of Minnesota Statutes Sections 62D.04 and 60A.50 et seq., or any similar or superseding statute or regulation), the Board shall so inform the Member Counties of a capital call. All Member Counties agree to make such additional contributions to capital as the Board requires to meet the minimum risk-based capital levels. Contributions shall be pro-rated among the Member Counties in the proportions of the Member County's Capital Account as of the most recent year-end. All such capital contributions shall meet the requirements under applicable law and NAIC standards.

#### 10.5 Additional Contributions - Investment

Should the Board determine that ongoing operations make it necessary to raise additional contributions to capital, in excess of those needed to meet regulatory and/or statutorily mandated levels, the Board shall so inform the Member Counties, and the county boards of the Member Counties shall separately vote on whether to authorize a capital call. All Member Counties must agree to make such additional contributions to capital as the Board requests, which contributions shall be pro-rated among the Member Counties in the proportions of the Member County's Capital Account using the most recent audited financial information.

## 10.6. No Third-Party Beneficiary

The undertaking and obligation of the contracting counties set forth in this Agreement, and in any other agreements between them with regard to SCHA, are for the exclusive benefit of the Member Counties and of SCHA. No third party is intended to be benefited by such agreements, nor may any person or entity which is not a party to this Agreement benefit under any such agreement.

## 10.7. Non-Waiver of Municipal Tort Liability

SCHA is a municipality under Minnesota Statutes Section 466.01, Subdivision 1. Nothing in this Agreement shall be construed to waive the protections given by Chapter 466 of Minnesota Statutes. No participating counties are responsible for the acts or omissions of any of the other parties except as specifically set forth in this Agreement.

#### **Section 11: WITHDRAWAL**

## 11.1. Method of Withdrawal

A Member County may withdraw from this Agreement by filing with the CEO and copied to the Board Chair a written board action notifying SCHA of its withdrawal, by the deadline determined in advance by the by-laws. For purposes of this Agreement and the By-Laws, the "Effective Date of Withdrawal" shall be December 31st at 11:59pm in the year the Member County provided the notice of withdrawal.

## 11.2. Responsibilities on and after Withdrawal

Following its withdrawal from this Agreement, the withdrawing Member County shall fulfill any outstanding contractual responsibilities it may have with the State of Minnesota, the federal government, other Member Counties, and SCHA. This includes providing all information necessary for the submission of reports and/or responding to regulatory audits. The withdrawing Member County shall be responsible for notifying the State of Minnesota and any other appropriate governmental authority of its withdrawal.

Upon providing a notice of withdrawal, a Board Member or Alternate from a Member County will not be entitled to a vote on any board action related to contracts, budgets, or other issues impacting SCHA after the County's Effective Date of Withdrawal.

## 11.3. Payment of Surplus to Withdrawing Member County

Any withdrawing Member County is entitled to receive its share of SCHA's capital and surplus, determined as set forth in Section 4 above. The Member County's Capital Account shall become available for withdrawal after the annual audited financial statements have been issued and filed with the State of Minnesota, when such Member County's Capital Account shall be determined. Such payments may, at the option of SCHA, be:

- (a) Made in one lump sum, without interest, by April 30<sup>th</sup> following the Effective Date of Withdrawal; or
- (b) In equal annual payments of principal commencing September 30<sup>th</sup> following the Effective Date of Withdrawal and continuing over a period not to exceed five years. Simple interest shall accrue from May 1<sup>st</sup> following the Effective Date of Withdrawal starting at the Wall Street Journal Prime Rate in effect on that date, and shall be paid to date with each installment of principal. For each subsequent year of annual payments, the prevailing interest rate will be re-set to the current Wall Street Journal Prime Rate in effect on May 1<sup>st</sup> of the payment year. SCHA at its option, may prepay any or all of the outstanding balance at any time, on seven days advance notice to the counties. If not prepaid in full, SCHA may, if it chooses, reduce the principal amount of each subsequent payment to an amount not less than the outstanding principal divided by the number of years remaining in the original term, together with interest.

#### **Section 12: TERMINATION**

## 12.1. <u>Method of Termination</u>

This Agreement continues in force until terminated as follows:

- (a) Upon Board Resolutions by the respective County Boards of two-thirds of the Member Counties who have not given a notice to withdraw; or
- (b) Upon a two-thirds vote of Board Members representing the Member Counties who have not given a notice to withdraw.

Neither a Member County which has given notice of withdrawal nor the Board Member from a county which has given a notice to withdraw shall vote on or be counted under this subsection 12.1.

## 12.2. Winding-up and Distribution

Upon termination of this Agreement SCHA shall be dissolved. The Board shall continue to exist after dissolution as long as is necessary to wind up and conclude the affairs subject to this Agreement. After payment of all claims and expenses, any remaining Capital and Surplus or remaining deficit shall be shared by the Member Counties in proportion to their respective Member County's Capital Account.

## 12.3. Distributions and Payments to Withdrawn and Withdrawing Counties

Should termination occur after the Effective Date of Withdrawal of a Member County, that withdrawn county shall be entitled to receive any deferred payments still due under subsection 11.3 of this Agreement. Should termination occur after a notice of withdrawal has been given by a Member County but before the Effective Date of Withdrawal, the Member County shall only be entitled to the distributions due under subsection 12.2.

## Section 13: AMENDMENT OF JOINT POWERS AGREEMENT

Amendments to this Agreement must be approved by two-thirds of the County Boards of the Member Counties.

We hereby commit this County to the Terms and Conditions of this Agreement and to continue participation in this Joint Powers County-Based Purchasing entity known as South Country Health Alliance.

This Agreement is effective	·	
County	-	
Chair, County Board	-	Date
Attest:		
	-	Date
Title	_	

# 10:00am Appointment

December 7, 2021

# REQUEST FOR BOARD ACTION

a. Subject: Request for Sponsorship of the Kanabec County EDA for Minnesota Counties Intergovernmental Trust Membership	b. Origination: EDA
c. Estimated time: 5 minutes	d. Presenter: EDA Director, Heidi Steinmetz

**e. Board action requested**: EDA staff requests that the County Board approve the following resolution for Sponsorship of the Kanabec County Economic Development Authority for Minnesota Counties Intergovernmental Trust Membership:

Resolution #	-12/7/21
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**WHEREAS** Kanabec County is a member of the Minnesota Counties Intergovernmental Trust; and

**WHEREAS** a current member of the Minnesota Counties Intergovernmental Trust must sponsor a new entity for membership; and

**WHEREAS** the Kanabec County Economic Development Authority desires to become a member for the purpose of obtaining liability and workers' compensation coverage;

**THEREFORE BE IT RESOLVED** that Kanabec County sponsors the Kanabec County Economic Development Authority for membership.

- **f. Background**:On November 10, 2021, the Kanabec County Economic Development Authority (EDA) passed the attached two resolutions:
  - #2021-1 Approving Membership to Minnesota Counties Intergovernmental Trust
  - #2021-3 Accepting Workers' Compensation Coverage for Members of the Kanabec County Economic Development Authority

MCIT requires that a current member sponsor a prospective member. Therefore, the EDA is asking for the Kanabec County Board's sponsorship.

	Supporting Documents: Yes	Attached: ☑
Date Received in County Coordinator's Office:		

**Coordinators Comments:** 

#### KANABEC COUNTY ECONOMIC DEVELOPMENT AUTHORITY

#### RESOLUTION #2021 - 1

## APPROVING MEMBERSHIP TO MINNESOTA COUNTIES INTERGOVERNMENTAL TRUST

WHEREAS, the Kanabec County Economic Development Authority (EDA) hereby acknowledges participation as a member of the Minnesota Counties Intergovernmental Trust (MCIT); and

THEREFORE BE IT RESOLVED that the EDA's membership to MCIT is governed by the acceptance and execution of the MCIT joint powers agreement denoted as "Minnesota Counties Intergovernmental Trust, Joint Powers Agreement, Adopted by Membership December 4, 2017".

Motion carried and resolution adopted this 10th day of November, 2021.

Lonnie Ness, Chair of the Kanabec County Economic Development Authority

ATTEST:

Heidi Steinmetz

Economic Development Director

#### KANABEC COUNTY ECONOMIC DEVELOPMENT AUTHORITY

#### RESOLUTION #2021 - 3

## ACCEPTING WORKERS' COMPENSATION COVERAGE FOR MEMBERS OF THE KANABEC COUNTY ECONOMIC DEVELOPMENT AUTHORITY

WHEREAS, Minnesota Statute §176.011, Sub. 9 requires that individual governing boards take action accepting or declining responsibility for Workers' Compensation coverage; and

THEREFOR BE IT RESOLVED, the Economic Development Authority (EDA) for Kanabec County does hereby resolve that, pursuant to the requirements of Minn. Stat. §176.011, subd. 9 (6), that all officers of the Kanabec County EDA who are elected or appointed to a regular term of office, or to complete the unexpired portion of a regular term, shall be included within the definition of "employee" as that term is defined in Minn. Stat. §176.011, subd. 9 for purposes of coverage under the Workers' Compensation Laws of the State of Minnesota.

Motion carried and resolution adopted this 10th day of November, 2021.

Lonnie Ness, Chair of the Kanabec County Economic Development

Authority

ATTEST:

Heidi Steinmetz

Economic Development Director

# 10:15am Appointment

# **December 7, 2021**

# REQUEST FOR BOARD ACTION

a. Subject: Consider Appointment of the Office of County Recorder and Approve Contract	b. Origination: County Recorder's Office
c. Estimated time: 10 minutes	d. Presenter(s): Lisa Holcomb, County Recorder and Kris McNally, County Coordinator

## e. Board action requested:

- a. Consider the request of the County Recorder to become appointed and, if the Board is in favor of further consideration of appointment, direct the County Coordinator to move forward with the statutorily defined process which will include a formal resolution, a public hearing, and signing an employment agreement.
- b. Review and approve the attached Employment Agreement for signature if, after the required public hearing, the Board determines that appointing the County Recorder is substantially beneficial to the most efficient operation of Kanabec County government operations.

## f. Background:

County Recorder Lisa Holcomb has requested consideration by the County Board to become appointed.

Minn. Stat. §375A.1205 allows a County Board to appoint certain offices including the County Recorder and defines the process by which this appointment must occur.

If the County Board intends to appoint a County Recorder there must be a signed contract with the County Board and incumbent Recorder that the incumbent officer will be appointed to the position and retain tenure, pay, and benefits equal to or greater than length of service.

Additionally, Minn. Stat. §375A.1205 requires the current office holder to provide notice that she/he will not file for the office at least 104 days prior to the filing date.

Supporting Documents: None Attached: ☑

**Date received in County Coordinators Office:** 

**Coordinators Comments:** 

#### 375A.1205 APPOINTING COUNTY OFFICERS.

Subdivision 1. Authority to appoint certain officers. A county board may appoint the county auditor, county treasurer, or county recorder under section 375A.10, subdivision 2, or the auditor-treasurer under section 375A.10, subdivision 5, by following the process outlined in this section. Notwithstanding section 375A.12, a referendum is not required if the appointment is made pursuant to this section. A county board shall only use the authority to appoint under the following circumstances:

- (1) there is a vacancy in the office as provided in section 351.02;
- (2) the current office holder has notified the county board that the officer will not file for the office, as provided in subdivision 2; or
- (3) there is a signed contract with the county board and the incumbent auditor, treasurer, auditor-treasurer, or recorder that provides that the incumbent officer will be appointed to the position and retain tenure, pay, and benefits equal to or greater than length of service.
- Subd. 2. Responsibility of county officer. At least 104 days before the filing date for office under section 204B.09, an elected county officer must notify the county board in writing whether the officer will be filing for another term. If the officer indicates in writing that the officer will not file for the office and the county board has passed a resolution under subdivision 6, affidavits of candidacy will not be accepted for that office, and the office will not be placed on the ballot.
- Subd. 3. Board controls; may change as long as duties done. Upon adoption of a resolution by the county board of commissioners and subject to subdivisions 5 and 6, the duties of an elected official required by statute whose office is made appointive as authorized by this section must be discharged by the county board of commissioners acting through a department head appointed by the board for that purpose. Reorganization, reallocation, delegation, or other administrative change or transfer does not diminish, prohibit, or avoid the discharge of duties required by statute.
- Subd. 4. **Discharge or demotion.** (a) A county auditor, county treasurer, county auditor-treasurer, or county recorder who was elected at the most recent election for that office prior to a county board resolution to make the office an appointed position, and the elected official is subsequently appointed by the county board to the office, may not be involuntarily demoted or discharged except for incompetency or misconduct.
- (b) Prior to demoting or discharging an office holder under this subdivision, the board must notify the office holder in writing and state its grounds for the proposed demotion or discharge in reasonable detail. Within ten days after receipt of this notification, the office holder may make a written request for a hearing before an arbitrator and the request must be granted before final action is taken. Failure to request a hearing before an arbitrator during this period is considered acquiescence to the board's action. The board may suspend an office holder with pay pending the conclusion of the hearing and determination of the issues raised in the hearing after charges have been filed which constitute grounds for demotion or discharge. If an office holder has been charged with a felony and the underlying conduct that is the subject of the felony charge is grounds for a proposed discharge, the suspension pending the conclusion of the hearing and determination of the issues may be without pay. If a hearing under this subdivision is held, the board must reimburse the office holder for any salary or compensation withheld if the final decision of the arbitrator does not result in a penalty or discharge of the office holder.
- (c) If the office holder and the board are unable to mutually agree on an arbitrator, the board must request from the Bureau of Mediation Services a list of seven persons qualified to serve as an arbitrator. If the office holder and the board are unable to mutually agree on an arbitrator from the list provided, the parties shall

Official Publication of the State of Minnesota Revisor of Statutes alternately strike names from the list until the name of one arbitrator remains. The person remaining after the striking procedure must be the arbitrator. If the parties are unable to agree on who shall strike the first name, the question must be decided by a flip of a coin. The office holder and the board must share equally the costs and fees of the arbitrator except as set forth in paragraph (g).

- (d) The arbitrator shall determine, by a preponderance of the evidence, whether the grounds for discharge or demotion exist to support the proposed discharge or demotion. A lesser penalty than demotion or discharge may be imposed by the arbitrator only to the extent that either party proposes such lesser penalty in the proceeding. In making the determination, the arbitration proceeding is governed by sections 572B.15 to 572B.28.
- (e) An arbitration hearing conducted under this subdivision is a meeting for preliminary consideration of allegations or charges within the meaning of section 13D.05, subdivision 3, paragraph (a), and must be closed, unless the office holder requests it to be open.
  - (f) The arbitrator's award is final and binding on the parties, subject to sections 572B.18 to 572B.28.
- (g) In the event the arbitrator rules not to demote or discharge the office holder, the board shall pay all of the costs and fees of the arbitrator and the attorney fees of the office holder.
- Subd. 5. Incumbents to complete term. The person elected at the last general election to an office made appointive under this section must serve in that capacity and perform the duties, functions, and responsibilities required by statute until the completion of the term of office to which the person was elected, or until a vacancy occurs in the office, whichever occurs earlier.
- Subd. 6. Publishing resolution; petition; referendum. (a) Before the adoption of the resolution to provide for the appointment of an office as described in subdivision 1, the county board must publish a proposed resolution notifying the public of its intent to consider the issue once each week, for two consecutive weeks, in the official publication of the county. Following publication and prior to formally adopting the resolution, the county board shall provide an opportunity at its next regular meeting for public comment relating to the issue. After the public comment opportunity, at the same meeting or a subsequent meeting, the county board of commissioners may adopt a resolution that provides for the appointment of the office or offices as permitted in this section. The resolution must be approved by at least 80 percent of the members of the county board. The resolution may take effect 30 days after it is adopted, or at a later date stated in the resolution, unless a petition is filed as provided in paragraph (b).
- (b) Except when an office is made appointive under subdivision 1, clause (3), within 30 days after the county board adopts the resolution, a petition requesting a referendum may be filed with the county auditor. The petition must be signed by at least ten percent of the registered voters of the county. The petition must meet the requirements of the secretary of state, as provided in section 204B.071, and any rules adopted to implement that section. If the petition is sufficient, the county board resolution is rescinded.
- Subd. 7. Reverting to elected offices. (a) The county board may adopt a resolution to provide for the election of an office that was made an appointed position under this section, but not until at least three years after the office was made an appointed position. The county board must publish a proposed resolution notifying the public of its intent to consider the issue once each week, for two consecutive weeks, in the official publication of the county. Following publication and before formally adopting the resolution, the county board must provide an opportunity at its next regular meeting for public comment relating to the issue. After the public comment opportunity, at the same meeting or a subsequent meeting, the county board of commissioners may adopt the resolution. The resolution must be approved by at least 60 percent of the members of the county board and is effective August 1 following adoption of the resolution.

Official Publication of the State of Minnesota Revisor of Statutes (b) The question of whether an office that was made an appointed position under this section must be made an elected office must be placed on the ballot at the next general election if: (1) the position has been an appointed position for at least three years; (2) a petition signed by at least ten percent of the registered voters of the county is filed with the office of the county auditor by August 1 of the year in which the general election is held; and (3) the petition meets the requirements of the secretary of state, as provided in section 204B.071, and any rules adopted to implement that section. If a majority of the voters of the county voting on the question vote in favor of making the office an elected position, the election for that office must be held at the next regular or special election.

History: 1Sp2019 c 10 art 2 s 20

#### **EMPLOYMENT AGREEMENT**

**THIS AGREEMENT** ("Agreement"), effective on the latest date the Agreement is signed below by the signatories, is made by and between the COUNTY OF KANABEC, MINNESOTA, a political subdivision of the State of Minnesota (hereinafter referred to as "County") and Lisa Holcomb (hereinafter referred to as "County Recorder") as follows:

WHEREAS, the County desires to appoint and employ County Recorder as Kanabec County Recorder/Registrar of Titles in accordance with Minnesota Statutes, Section 375A.1205, Subdivision 1(3) and upon the terms and conditions set forth herein; and

**WHEREAS**, County Recorder desires to work for the County as an appointed Kanabec County Recorder/Registrar of Titles upon the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained in this Agreement herein, the parties agree as follows:

#### 1. POSITION AND TERM OF EMPLOYMENT.

Pursuant to Minnesota Statutes, Section 375A.1205, the County hereby agrees to appoint and employ Lisa Holcomb in the capacity of Kanabec County Recorder/Registrar of Titles under the terms of this Agreement commencing on January 3, 2023 and continuing until employment is terminated satisfactorily according to the provisions of this Agreement and by Statute.

County Recorder agrees to serve as Kanabec County Recorder/Registrar of Titles in accordance with the provisions of Minnesota Statutes, Section 375A.1205 and this Agreement.

The County Recorder/Registrar of Titles position is appointed, continues as a department head position, and is not subject to union representation. The County Recorder shall perform the duties, functions, and responsibilities required by statute of a County Recorder/Registrar of Titles or as agreed upon between the County Recorder and the County Board.

The County Recorder's actions shall be in accord with state and federal law, rules, regulations, County ordinances, and County policies and procedures, including those now in effect and hereafter adopted.

In performing the work under this Agreement, the County Recorder shall use that degree of care, knowledge and skill ordinarily exercised by other County Recorders within the State of Minnesota.

## 2. DUTIES.

The County Recorder agrees to provide the services set forth in statute, and services set forth in the Position Description marked as "Attachment A."

## 3. WORKING HOURS.

This position is an exempt position. It is mutually understood that the job often requires more than eight hours work in any day or more than forty hours work in any week. It is expected that the County Recorder will work whatever hours are necessary to perform the required duties. In recognition of this, the County Recorder is free to establish her hours of work so as to maintain an appropriate job performance and work a minimum of 2,080 hours per year, less any PTO time as appropriate. The County Recorder shall report to the Board of Commissioners, as per County Policy, the County Recorder needs to maintain sufficient records to document work time.

# 4. TENURE AND COUNTY AUDITOR/TREASURER BENEFITS.

- a. TENURE, BENEFITS AND ACCRUAL RATES. As required by Minnesota Statutes, Section 375A.1205, Subdivision 1 (3), commencing on the first day of work as Kanabec County Recorder, County Recorder shall retain tenure in the position for the amount of time served as an elected Recorder and service at the County in other departments. She shall accrue benefits associated with the tenured length of service as provided in the County's Personnel Policy.
- b. BENEFITS: The County Recorder shall be granted the same benefits as provided to County employees who are not represented by a union. The benefits described in the Personnel policy that are available to all eligible County employees, including the County Recorder, may be adjusted, increased or decreased by the Board without notice. Upon starting as an appointee, County Recorder will accrue PTO at the rate of a 19-year employee, which is 375 hours of PTO accrual per year.

## 5. COMPENSATION.

a. SALARY. The County shall pay County Recorder for services as Kanabec County Recorder a starting annual gross salary of Grade 16, Step G payable consistent with the County's normal payroll practices and subject to any authorized withholdings. After successful completion of 6 months employment as an appointed Kanabec County Recorder, and thereafter on an annual basis, the County Recorder will be eligible for pay increase in accordance with other County employees.

- b. PAY PERIOD. The County Recorder shall be paid one/twenty-sixth (1/26) of County Recorder's annual salary on a bi-weekly basis in the same manner that other regular County employees are paid or upon whatever basis the County Board in the future determines regular County employees are paid. If this Agreement is in effect for part of a pay period, payment for that period shall be pro-rated.
- c. WITHHOLDING. The County will withhold from any compensation, all federal, state, city, and other taxes as required by any law or governmental regulation or ruling, including, Medicare, PERA and Social Security contributions, and other taxes as required by law.
- d. PENSION. The County shall contribute to County Recorder's Minnesota Public Employees Retirement Association ("PERA") account in the amount prescribed by law. County Recorder shall contribute to PERA as required by Minnesota law.
- e. MILEAGE REIMBURSEMENT AND EXPENSES. County Recorder shall be reimbursed for mileage as provided for in the County's Personnel Policy and for expenses as allowed by the County Personnel Policy. County Recorder will be eligible to use County fleet vehicles for travel when available.

#### 6. PROFESSIONAL DEVELOPMENT.

The County shall pay membership fees for County Recorder to participate and attend meetings of the MCRA (Minnesota County Recorders Association), MACO (Minnesota Association of County Officers), their Executive Boards and committees, and future organizations and committees as deemed fitting and appropriate. The County shall pay County Recorder's current membership of PRIA (Property Records Industry Association). All other training, conferences, subscriptions, meetings and professional dues will be provided in the same manner as has been done for past County Recorders.

#### 7. COUNTY COMMITTEES

County Recorder may continue membership on Committees within the county including but not necessarily limited to the Safety and GIS committees.

# 8. TECHNOLOGY FUND

As per Minnesota Statutes, Section 357.18 subd. 4, recording fees deposited into the Technology Fund will continue to be "disbursed at the county recorder's

discretion to provide modern information services from the records system. The fund is a supplemental fund and shall not be construed to diminish the duty of the county governing body to furnish funding for expenses and personnel necessary in the performance of the duties of the office pursuant to section <u>386.015</u>, <u>subdivision 6</u>, paragraph (a), clause (2), and to comply with the requirements of section <u>357.182</u>."

## 9. PERFORMANCE REVIEWS.

- a. FREQUENCY OF PERFORMANCE REVIEWS. In the first year of County Recorder's employment, the County Board will conduct a six-month performance review. There is no probationary salary increase for the sixmonth review. The County Board of Commissioners shall review and evaluate the performance of County Recorder thereafter at least once annually on her original hire date. The review and evaluation shall be done in accordance with specific criteria developed jointly by the County and County Recorder, and as may be thereafter modified by the County Board in consultation with County Recorder. Failure by either party to complete the matters described in this paragraph shall not constitute a breach of this Agreement. Any adjustment to the County Recorder's compensation shall be in accordance with the Kanabec County Personnel Rules and Policies, Classification plan and nonunion salary table.
- b. PERFORMANCE GOALS AND OBJECTIVES. The County Board and County Recorder shall jointly define in writing the goals and performance objectives for the proper operation of the County and the attainment of the Board's policy objectives and shall further establish a relative priority among those various goals and objectives. The goals and objectives should generally be attainable within the time limitations as specified and the annual operating and capital budgets and appropriations provided. This written statement of goals and performance objectives shall be reviewed at County Recorder's six-month performance review. The written statement of goals and performance objectives shall be reviewed thereafter at least once annually.

## 10. TERMINATION AND RESIGNATION.

- a. TERMINATION. Both parties agree that the County Recorder position is an exempt position and that this employment relationship is governed by Minnesota Statutes, Section 375A.1205, Subdivision 4 until it is satisfactorily terminated by the County Recorder or as prescribed to the County Board by the statute. Throughout the duration of her employment, the County Recorder cannot be involuntarily demoted or discharged except for incompetency or misconduct.
- b. In the event the County Recorder terminates the Agreement, the County

Recorder shall provide sixty (60) days prior notice by tendering the written resignation to the County. The County Recorder shall work with the County to effectuate the transition to the successor in office or to otherwise reassign the duties of the position.

c. Within twenty days of the termination or resignation, the County shall pay out all accrued and unused PTO and sick leave, per County policy.

## 11. NON-CIVIL SERVICE STATUS.

It is expressly understood and agreed that County Recorder is not being appointed or employed as Kanabec County Recorder under any state or local civil service laws, procedures, or regulations, and neither state nor local civil service laws, procedures or regulations apply to County Recorder's employment and tenure as Kanabec County Recorder. County Recorder expressly waives any coverage under any such laws or procedures or regulations.

#### 12. INDEMNIFICATION AND BONDING.

- a. INDEMNIFICATION. The County shall defend and indemnify County Recorder in her capacity as Kanabec County Recorder pursuant to Minnesota Statutes, Section 466.07 and Section 465.76. In addition, the County shall defend, hold harmless, and indemnify County Recorder in her capacity as Kanabec County Recorder from all claims based on tort, civil damages, penalties, fines, and claims based on violation of statutes, ordinances and rules, provided the County Recorder was acting in good faith in the performance of duties as Kanabec County Recorder at the time in question. The County's liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws.
- b. BONDING. The County shall pay the cost of any fidelity or other bonds required of County Recorder under any law or circumstance.

#### 13. PERSONNEL POLICY.

Except where specifically abridged or modified by this Agreement, the County's personnel policies as set forth in the County's Personnel Policy Manual shall apply to County Recorder.

#### 14. NOTICES.

a. Notices by either party required to be given under this Agreement shall be in writing and hand-delivered or sent by certified mail addressed to the other party as herein provided. Notice to the County shall be hand-delivered or mailed to the Board Chair, at the offices of the County, Kanabec County Courthouse, 18 N.

Vine Street, Mora MN 55051. Notice to County Recorder shall be hand-delivered or mailed to County Recorder at her last known home address as indicated on the County's records.

b. If notice is mailed, it shall be deemed "received" three (3) days after the postmarked date of mailing, provided such notice was sent postage prepaid and addressed as required by Paragraph 12(a) above.

#### 15. MISCELLANEOUS.

- a. This Agreement shall be governed and construed in accordance with the substantive and procedural laws of the State of Minnesota.
- b. This Agreement sets forth the entire agreement of the parties and supersedes and renders null and void all prior or contemporaneous oral or written understandings, statements, representations or promises. There are no other oral or written agreements between the parties.
- c. Any breach or dispute arising out of, or regarding the interpretation of this Agreement shall be submitted to mediation prior to any further action.
- d. If any provision of this Agreement is later deemed unenforceable, the remaining provisions will continue to be binding, and the court making such a determination shall also have the limited authority to modify any clause solely to render the provision valid under applicable law.
- e. The parties, by executing this Agreement, state that they have carefully read this Agreement and understand fully the contents thereof; that in executing this Agreement they voluntarily accept all terms described in this Agreement without duress, coercion, undue influence, or otherwise, and that they intend to be legally bound thereby.

WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT IN TRIPLICATE CONSISTING OF SEVEN (7) PAGES INCLUDING THE SIGNATURE PAGE PLUS "ATTACHMENT A", ON THE DATES SET FORTH BELOW.

Lisa Holcomb, County Recorder	Date	
,		
Gene Anderson, Board Chair	Date	
Kanabec County Board of Commissioners		

Approved as to form:		
Barbara McFadden Kanabec County Attorney	Date	

# 10:45am Appointment

# **December 7, 2021**

# REQUEST FOR BOARD ACTION

a. Subject: Tire Ordinance #11	b. Origination: Environmental Services
c. Estimated time: 20 minutes	d. Presenter(s): ES/GIS Technician, Ryan Carda

# e. Board action requested:

For the revised Section 3.2.3, language needs to be added to specify when the 120 day removal period begins.

# Options for language to include:

- Waste tires must be removed within 120 days...of a tax reclassification of the property from agricultural to another use, or a rezoning of the property to a non-agricultural use.
- A person using waste tires for agricultural purposes, in connection with property being put to an agricultural use, as that term is defined in the Kanabec County Shoreland Management Ordinance, if the waste tires are kept on the site of use and are cut and split, or, if not split, no more than 500 tires on site and if said property changes to a non-agricultural use, then waste tires must be removed within 120 days; or

Upon acceptance of the proposed revisions, it is requested that the Board proceed with the following Resolution:

BE IT RESOLVED that the Kanabec County Board of Commissioners does hereby ordain the following amended ordinance:

# f. Background:

- Scott Anderson offered input on each of the options
- For tax reclassification, Tina with the Assessor's Office said that, "Each growing season determines the classification for the following January 2nd assessment. So, as an example, if someone didn't farm and meet the minimum requirements to be classified agricultural during the 2021 growing season we would re-classify the property for the 1-2-22 assessment date which would affect their taxes paid in 2023."
- o Minimum requirements to be agricultural are 10 contiguous acres producing an agricultural product for sale. There are a lot of exceptions but this is the bare minimum to be ag.
- The Assessor's Office only physically views properties once every 5 years, so some farmers may still get the ag. class for additional assessments due to the fact that they aren't aware that the farmer quit farming. Whenever they are informed someone may not be farming they review it so if there is ever any question they should be informed.

- The definition of "agricultural use" from the Shoreland Management Ordinance is below:
  - 2.7.6 Agricultural Use. The use of land for the growing and/or production of field crops, livestock, and livestock products for the production of income including, but not limited to, the following:
    - 2.7.6.1. Field crops including: barley, soybeans, corn, forage, oats, sugar beets, rye, sorghum, and sunflowers.
    - 2.7.6.2. Livestock including: dairy and beef cattle, sheep, swine, horses intended for slaughter, mules, farmed cervidae, llamas, ostriches, emus, rheas, bison, and goats.
    - 2.7.6.3. Poultry and game birds.
    - 2.7.6.4. Horticulture or nursery stock, fruit, vegetables, timber, trees, bees, and fur-bearing animals.
    - 2.7.6.5. Lands enrolled in a government conservation program.
    - 2.7.6.6. Incidental and accessory activities and uses including, but not limited to:
      - 2.7.6.6.1. Pasture, woodland or wetlands, or wildlife land held and/or operated in conjunction with other agriculture uses described in this definition.
      - 2.7.6.6.2. Preparing, packing, treating, storing, or disposing of the products or by-products raised on the premises described in this definition.
      - Retail selling by the producer of products raised on premises described in this definition.

Supporting Documents: None Attached: ☑

**Date received in County Coordinators Office:** 

**Coordinators Comments:** 

# **ORDINANCE #11, Regulating Waste Tires and Used Tires**

**Subdivision 1. Purpose.** This ordinance regulates waste tires and used tires, the establishment, construction, modification, ownership, or operation of waste tire facilities, and the storage, use, processing and disposal of waste tires and waste tire products in Kanabec County; and further regulates used tires, and the establishment, construction, modification, ownership, or operation of sites in which used tires are stored, collected, kept, or deposited in Kanabec County.

#### Subdivision 2. Definitions.

- 2.1 "County Board" means the Kanabec County Board of Commissioners.
- 2.2 "Zoning Administrator" means the Kanabec County Zoning Administrator.
- 2.3 Unless otherwise denoted, all other terms shall have the definitions given by Minnesota Agency Rules 9220.0210 and other sources incorporated therein by reference.
- 2.4 "Tire" means a pneumatic tire or solid tire.
- 2.5 "Waste Tire" means a tire that is no longer suitable for its original intended purpose because of wear, damage, or defect.
- 2.6 "Tire-derived products" means the usable materials produced from the chemical or physical processing of a waste tire, including tire shreds and tire crumbs. "Tire-derived products" does not include manufactured consumer products including but not limited to, cow mats, door mats and mulch rings.
- 2.7 "Used Tire" means any tire that is no longer mounted on a vehicle or airplane, is suitable for its original intended purpose, and is not a "waste tire," as defined in 2.5.
- 2.8 "Vehicle" means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices moved by human power or used exclusively upon stationary rails or tracks.
- 2.9 "Tire retailer" means any business registered with the Minnesota Secretary of State which is actively engaged in the retail sale of new or used tires for use on vehicles or airplanes, operating out of a permanent structure open for and catering to the general public.

# **Subdivision 3. Waste Tire Facility Permit Required.**

3.1 Except as provided in 3.2, no person may do any of the following

within Kanabec County without obtaining and possessing a valid Waste Tire Facility Permit from the Minnesota Pollution Control Agency and the Kanabec County Board of Commissioners:

- 3.1.1 Store, process or dispose of waste tires or tire-derived products; or
- 3.1.2 Establish, construct, modify, own or operate a waste tire facility.
- 3.2 Exclusions. The following persons are not required to obtain a Waste Tire Facility Permit:
  - 3.2.1 A registered and trademarked retail tire seller who is located in Kanabec County for the retail selling site if no more than 500 waste tires are kept on the business premises;
  - 3.2.2 A permitted landfill operator with less than 500 waste tires stored above ground at the permitted site for 90 days or less.
  - 3.2.3 A person using waste tires for agricultural purposes, if the waste tires are kept on the site of use and are cut and split, or, if not split, no more than 500 tires on site and if said property changes to a non-agricultural use, then waste tires must be removed within 120 days; or
  - 3.2.4 A person conducting abatement activities under an abatement order or stipulation agreement entered into under part 7035.8020 of Minnesota Agency Rules. This exemption does not exempt the person from the duty to obtain a waste tire facility permit for activities other than the abatement action.
  - 3.2.5 A person storing 12 waste tires or less, on property owned or occupied by the person.

# **Subdivision 4. Issuance of Waste Tire Facility Permit.**

- 4.1 A Waste Tire Facility Permit may be issued to an applicant who does all of the following:
  - 4.1.1 Submits an application to the Zoning Administrator on an approved form accompanied by an application fee, which shall be established by the County Board by resolution.
  - 4.1.2 Files with the Zoning Administrator a copy of the permit issued by the Minnesota Pollution Control Agency, or properly and adequately demonstrates that the applicant has Permit by Rule status with the Minnesota Pollution Control Agency.
  - 4.1.3 Demonstrates compliance with all applicable zoning and use

#### ordinance.

4.2 All facilities shall have an approved fire plan on record with the Kanabec County Environmental Services from the local fire official.

**Subdivision 5. Terms and Conditions of Waste Tire Facility Permit.** Permits shall be valid for one year from the date of issuance or until the license From Minnesota Pollution Control becomes invalid, whichever occurs first.

#### Subdivision 6. Tire Shreds.

- 6.1 The use of tire-derived products as lightweight fill or for other engineering benefits for Township and County projects and Township, County or State Roads/Highways is permitted only when used in compliance with MN DOT standards and Minn. Stat §115A.912, Subd. 4.
- 6.2 A tire shred permit may be issued to an applicant who files with the Zoning Administrator a copy of the permit issued by the Minnesota Pollution Control Agency, or properly and adequately demonstrates that the applicant has Standing Beneficial Use status with the Minnesota Pollution Control Agency.
- 6.3 A permit or inspection verification from the Minnesota Pollution Control Agency and a Kanabec County permit is required for all tire shred projects.
- 6.4 The use of tire-derived products for an aggregate substitute or as light weight fill on driveways and field roads will be allowed if it is an engineered design and the data shows a need for their use. The use of tire shreds for any other purposes, such as retaining wall backfill, soil stabilization, foundation insulation, and storm water storage is not allowed unless approved by the Kanabec County Board of Commissioners and a permit is issued.
- 6.5 Under no circumstances will shredded tires be permitted to be placed below the normal groundwater elevation.
- 6.6 All projects shall have an approved fire plan provided by the local fire official included with their permit application.

# Subdivision 7. Tire Shreds Driveway/Field Road Specifications and Inspection.

- 7.1 Specifications:
  - Maximum finished top width: 20 feet

- Maximum bottom width of shredded tire fill: 26 feet
- Maximum thickness of shredded tires: 3 feet
- Minimum cover over tire shreds: 1.5 feet granular fill and 0.5 feet of Class 5 aggregate
- Finished side slopes: 3:1
- Tire fill side slopes: 1:1
- Shredded tires must be encapsulated in an approved geotextile fabric and placed above the normal ground water elevation

# 7.2 Shredded tires must:

- 80% by weight pass a 6" screen
- Be free of oil, grease, and other contaminants
- Have metal fragments firmly attached and 98% embedded to the tire material
- Have at least one (1) sidewall severed from the face of the tire
- 7.3 Project must be engineer designed and prepared by an engineer licensed by the State of Minnesota.
- 7.4 Project must show that there is an engineering need for the use of waste tire material.

# 7.5 Inspections:

- 7.5.1 Inspection will be conducted by the Kanabec County Engineer or representative. Inspections will require a 24 hour advance notice from the installer.
- 7.5.2 The following inspections are required:
  - 7.5.2.1 Review and approval of plan.
  - 7.5.2.2 Inspection of trench prior to placement of geotextile.
  - 7.5.2.3 Inspection of geotextile and tire shreds prior to placement of cover material.
  - 7.5.2.4 Inspection of finished project.

## Subdivision 8. Used Tires.

- 8.1 Except as provided in 8.4 and 8.5, no person may store, process, sell, or dispose of used tires, or establish, construct, modify, own, or operate a used tire business or facility, without obtaining a used tire permit from the County.
- 8.2 Used tires shall be collected, stored, kept, or deposited on a site only in

accordance with this ordinance.

- 8.2 Used tires must be inventoried and marketed in substantially the same fashion as a new tire is inventoried and marketed. Any permitted used tire business, facility, or site must be able to provide satisfactory evidence that a used tire market exits, and that the used tires stored or maintained at the permitted premises are in fact being marketed.
- 8.4 A used tire permit is required for any business, facility, or site on which more than 500 used tires are collected, stored, kept, processed, or deposited, unless exempt from permitting under 8.5.
- 8.5 Notwithstanding 8.4 a used tire permit is not required for any tire retailer that collects, stores, keeps, processes, or deposits less than 5,000 used tires on site (see 2.9 for reference).
- 8.6 A used tire permit may be issued to an applicant who submits all of the following information to Kanabec County Environmental Services:
  - 8.6.1 An application to the Zoning Administrator on an approved form accompanied by an application fee, which shall be established by the County Board by resolution.
  - 8.6.2 A map depicting the site and location of the used tires to be collected, stored, or deposited.
  - 8.6.3 An approved fire plan from the local fire official.
  - 8.6.4 The name and contact information for the owner of the site.
  - 8.6.5 The applicant must demonstrate compliance with all applicable requirements in the zoning and use ordinance.
- 8.7 Used tire permits shall be valid for one year from the date of issuance by Kanabec County Environmental Services.

# Subdivision 9. Applicability to existing facilities.

9.1 All waste and used tire businesses, facilities and sites in existence on the effective date of this ordinance are required to apply for and obtain County permits as required under the provisions of this ordinance within 6 months of the effective date of this ordinance.

## Subdivision 10. Penalties.

- 10.1 In addition to any civil remedy available, the violation of any provision of this ordinance shall constitute a misdemeanor, punishable by a maximum penalty of a \$1,000.00 fine or 90 days imprisonment, or both.
- 10.2 After notification and failure to terminate and abate the operation, each day of operation subsequent to the initial charge shall constitute a separate offense.

# **Subdivision 11. Effective Date.**

Adopted on July 13<sup>th</sup>, 1988 with an effective date of September 1<sup>st</sup>, 1988.

A one-year interim waste tire ordinance approved on December 8<sup>th</sup>, 2010.

Amended on September 28th, 2011 with an effective date of November 1st, 2011.

Amended on November 16th, 2021 with an effective date of January 1st, 2022.

# 11:00am Appointment

# **December 7, 2021**

# REQUEST FOR BOARD ACTION

a. Subject: Informal TF Bid Opening	b. Origination: County Auditor's Office
c. Estimated time: 10 minutes	d. Presenter(s): Deputy Auditor Property & Tax, Roberta Anderson

# e. Board action requested:

Open bids submitted for purchase of TF parcel #24.00305.00 by informal sale process.

# f. Background:

Parcel #24.00305.00 was approved for sale by the informal bid process to adjoining land owners at the County Board meeting on April 6, 2021. This parcel was pulled from the original sale due to the amount of the special assessment that was on the parcel.

The Quamba city council made the decision to cancel the original special assessment and reinstate the special assessment as a total of \$250. This amount was added to the basic bid price of \$100 (half of the EMV), so that the City would be able to recoup the special assessment and the additional amount paid will be divided per the tax forfeit land sale statutes. All adjoining landowners to this parcel were sent notices of this informal sale.

We have received two bids for the property and will open those ttoday and award the property to the highest bidder.

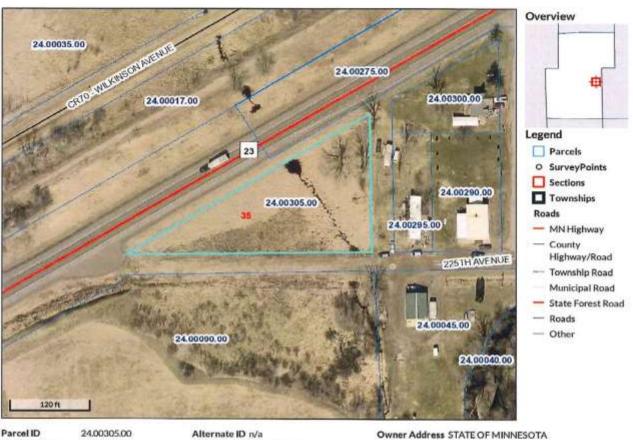
Supporting Documents: None Attached: ☑

**Date received in County Coordinators Office:** 11/30/21

**Coordinators Comments:** 

RCB310M1 RECAP Collection System Inquiry - General Summary (A) \*NOTES EXIST Z021 N Taxpayer TMV Deeded acres 200
Dist: 2401 TIF Dist:
Plat: 24002 P H PETERSON'S ADDN TO QUAMBA STATE OF MINNESOTA Sect Twnshp Range Lot Block Alternate 35 040 023 BLK D EX HY Subd: Escrow EXEMPT - Tax Forfeit Prop Address Forfeited Parcel Original Adj/Chg Payments Unpaid Bal . Net Tax . Special Asmt Tot before P&I Penalty
Interest
Fees
\* \*Totals F2=Tier F14=Legal F16=Notes F17=APINs F19=OtherNames F24=MoreKeys A=GS B=ASM C=DQ E=TR F=SP H=THST I=PRASC J=COJ P=PA R=ADJ U=CAMA Y=CMP

# Beacon™ Kanabec County, MN



Parcel ID Sec/Twp/Rng 24.00305.00

35-040-023

Alternate ID n/a

960 - Tax Forfeit Class

Acreage

n/a

District **Brief Tax Description** 

Property Address

QUAMBA SCH 0332

Sect-35 Twp-040 Range-023 P H PETERSON'S ADDN TO QUAMBA BLK DEX HY

(Note: Not to be used on legal documents)

Date created: 11/30/2021 Last Data Uploaded: 11/30/2021 4:29:57 AM

Developed by Schneider

## Resolution Number# 202111-13

Resolution to Cancel Special Assessment and Reassess Special Assessment on the Tax Roll.

The City of Quamba hereby cancels the balances as follows:

Property owned by:

Parcel Number:

Amount:

Special Assessment:

State of Minnesota

24,00305.00

\$2,712.95

Q13SEWER-0

The City of Quamba hereby reassess the following Special Assessment:

Property owned by:

Parcel Number:

Amount:

Special Assessment:

State of Minnesota

24.00305.00

\$250.00

Q13SEWER-0

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF QUAMBA, MINNESOTA, the above amounts have been cancelled and reassessed.

Adopted this 9th day of November, 2021.

Terri Huro

Mayor.

Attested:

Sarah Hager City Clerk

4

# December 7, 2021 11:10am Appointment Agenda of Chad T. Gramentz, PE Public Works Director

- 1. Old Jail Discussion
- 2. Department Updates
  - Staff
  - Equipment
  - Projects
- 3. Schedule Public Works Committee Meeting 5yr Plan
- 4. Federal Funding / Infrastructure Bill

# Agenda Item #1a

# PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota County of Kanabec Office of the County Coordinator

## UNAPPROVED MINUTES

# November 16, 2021

The Kanabec County Board of Commissioners held a Regular Board Meeting in person and via telephone/video conference call at 9:00am on Tuesday, November 16, 2021 pursuant to adjournment with the following Board Members present on-site: Gene Anderson, Rick Mattson, Dennis McNally, Craig Smith, and Les Nielsen. Absent: None. Staff present on-site: County Coordinator Kris McNally and Recording Secretary Kelsey Schiferli.

The meeting was held in meeting rooms 3 & 4 in the basement of the courthouse to allow for social distancing due to COVID-19. The meeting was also held via WebEx for anyone wishing to attend virtually.

The Chairperson led the assembly in the Pledge of Allegiance.

<u>Action #1</u> – It was moved by Dennis McNally, seconded by Craig Smith and carried unanimously to approve the agenda with the following changes: Add consideration of Kanabec County Public Health Department's Mandatory COVID-19 Vaccination Policy to Agenda Item #7.

<u>Action #2</u> – It was moved by Les Nielsen, seconded by Dennis McNally and carried unanimously to approve the November 2, 2021 minutes as presented.

<u>Action #3</u> – Carried unanimously to approve the following paid claims:

<u>Amount</u>
29,095.48
84,718.36
47,954.78
54,181.58
16,503.61
6,528.23

City of Mora	530,282.27
City of Ogilvie-Clerk	49,492.31
City of Quamba	18,132.63
Comfort Twp	49,014.53
Comm of Finance-Treas Div	179.76
East Cent. Reg Dev Commission	9,633.28
East Central School District	15,920.27
Ford Twp	31,884.01
Grass Lake Twp	34,308.07
Haybrook Twp	24,599.59
Hillman Twp	24,650.80
Hinckley-Finlayson Schools	17,670.51
Isle Public Schools	12,671.65
Kanabec County	111,019.29
Kanabec Twp	32,914.45
Knife Lake Improvement District	14,072.86
Knife Lake Twp	48,464.29
Kroschel Twp	15,495.31
Milaca Public Schools	4,962.79
Mora Public Schools	1,075,539.07
Mora Public Schools Ogilvie Public Schools	1,075,539.07 149,761.01
Ogilvie Public Schools	149,761.01
Ogilvie Public Schools Peace Twp	149,761.01 52,925.01
Ogilvie Public Schools Peace Twp Pine City Public Schools	149,761.01 52,925.01 11.04
Ogilvie Public Schools Peace Twp Pine City Public Schools Pomroy Twp	149,761.01 52,925.01 11.04 37,082.71
Ogilvie Public Schools Peace Twp Pine City Public Schools Pomroy Twp Southfork Twp	149,761.01 52,925.01 11.04 37,082.71 15,882.33
Ogilvie Public Schools Peace Twp Pine City Public Schools Pomroy Twp Southfork Twp St Paul Port Authority	149,761.01 52,925.01 11.04 37,082.71 15,882.33 1,917.39
Ogilvie Public Schools Peace Twp Pine City Public Schools Pomroy Twp Southfork Twp St Paul Port Authority Whited Twp	149,761.01 52,925.01 11.04 37,082.71 15,882.33 1,917.39 31,408.03
Ogilvie Public Schools Peace Twp Pine City Public Schools Pomroy Twp Southfork Twp St Paul Port Authority Whited Twp Kwik Trip Inc	149,761.01 52,925.01 11.04 37,082.71 15,882.33 1,917.39 31,408.03 10,718.29
Ogilvie Public Schools Peace Twp Pine City Public Schools Pomroy Twp Southfork Twp St Paul Port Authority Whited Twp Kwik Trip Inc Minnesota Dept of Finance	149,761.01 52,925.01 11.04 37,082.71 15,882.33 1,917.39 31,408.03 10,718.29 6,456.00
Ogilvie Public Schools Peace Twp Pine City Public Schools Pomroy Twp Southfork Twp St Paul Port Authority Whited Twp Kwik Trip Inc Minnesota Dept of Finance MNPEIP	149,761.01 52,925.01 11.04 37,082.71 15,882.33 1,917.39 31,408.03 10,718.29 6,456.00 6,928.68
Ogilvie Public Schools Peace Twp Pine City Public Schools Pomroy Twp Southfork Twp St Paul Port Authority Whited Twp Kwik Trip Inc Minnesota Dept of Finance MNPEIP Mora Municipal Utilities	149,761.01 52,925.01 11.04 37,082.71 15,882.33 1,917.39 31,408.03 10,718.29 6,456.00 6,928.68 17,137.96
Ogilvie Public Schools Peace Twp Pine City Public Schools Pomroy Twp Southfork Twp St Paul Port Authority Whited Twp Kwik Trip Inc Minnesota Dept of Finance MNPEIP Mora Municipal Utilities Quadient Finance USA, Inc.	149,761.01 52,925.01 11.04 37,082.71 15,882.33 1,917.39 31,408.03 10,718.29 6,456.00 6,928.68 17,137.96 1,510.76
Ogilvie Public Schools Peace Twp Pine City Public Schools Pomroy Twp Southfork Twp St Paul Port Authority Whited Twp Kwik Trip Inc Minnesota Dept of Finance MNPEIP Mora Municipal Utilities Quadient Finance USA, Inc. Spire Credit Union	149,761.01 52,925.01 11.04 37,082.71 15,882.33 1,917.39 31,408.03 10,718.29 6,456.00 6,928.68 17,137.96 1,510.76 10,918.56
Ogilvie Public Schools Peace Twp Pine City Public Schools Pomroy Twp Southfork Twp St Paul Port Authority Whited Twp Kwik Trip Inc Minnesota Dept of Finance MNPEIP Mora Municipal Utilities Quadient Finance USA, Inc. Spire Credit Union East Central Energy Gorman, Daniel Heitke, Gordon	149,761.01 52,925.01 11.04 37,082.71 15,882.33 1,917.39 31,408.03 10,718.29 6,456.00 6,928.68 17,137.96 1,510.76 10,918.56 89.03 500.00 500.00
Ogilvie Public Schools Peace Twp Pine City Public Schools Pomroy Twp Southfork Twp St Paul Port Authority Whited Twp Kwik Trip Inc Minnesota Dept of Finance MNPEIP Mora Municipal Utilities Quadient Finance USA, Inc. Spire Credit Union East Central Energy Gorman, Daniel	149,761.01 52,925.01 11.04 37,082.71 15,882.33 1,917.39 31,408.03 10,718.29 6,456.00 6,928.68 17,137.96 1,510.76 10,918.56 89.03 500.00

Dearborn National Life Insurance Co	810.07
Health Partners	6,343.86
Life Insurance Company of North America	917.70
MNPEIP	154,184.82
Sun Life Financial	4,023.48
The Hartford Priority Accounts	2,195.04
VSP Insurance Co	304.48
Consolidated Communications	1,130.85
Kanabec County Auditor HRA	3,003.66
Midcontinent Communications	219.06
Office of MN.IT Services	1,338.65
Verizon Wireless	1,254.73
Chamberlain Oil	666.47
Cole, Chuck	4,114.46
East Central Energy	189.99
Card Services (Coborn's)	70.76
60 Claims Totaling:	\$2,885,404.66

<u>Action #4</u> – It was moved by Les Nielsen, seconded by Dennis McNally and carried unanimously to approve the following claims on the funds indicated:

# **Revenue Fund**

Vendor	Amount
A and E Cleaning Services	525.00
AT&T Mobility	929.40
AT&T Mobility	44.67
American DataBank	29.95
Anoka County Corrections	280.00
Coborn's Inc	9.60
Clifton Larson Allen LLP	3,495.45
Coon, Susan	15.03
Curtis, Micahel	532.75
East Central Exterminating	125.00
East Central Exterminating	125.00
East Central Solid Waste Commission	130.00
ECM Publishers	286.50
FBG Service Corporation	6,410.24

FBG Service Corporation	584.80
Glen's Tire	36.51
Glen's Tire	984.00
Grainger	24.93
Granite City Jobbing Co	69.91
HelpSystems	394.37
Hoisington Koegler Group Inc.	11,470.60
Holcomb, Lisa	60.48
J.J. Keller & Associates	484.01
Jamar Company	9,783.00
Johnsons Hardware	534.87
Johnsons Hardware	156.04
Kanabec County Environmental Services	180.00
Kanabec County Soil & Water	5,000.00
Kanabec Publications	42.50
Kanabec Publications	152.69
Kanabec Publications	597.00
Kanabec Publications	234.50
Kanabec Publications	19.69
Kapinos, Cynthia	17.45
Manthie, Wendy	810.88
Marco	3,216.80
Marco	159.00
Marco	134.68
MCAA	325.00
McKesson Medical Surgical	1,246.15
McKinnis & Doom PA	187.00
McKinnis & Doom PA	51.00
McKinnis & Doom PA	85.00
McKinnis & Doom PA	246.50
McKinnis & Doom PA	110.50
Michael Keller, Ph.D., L.P.	650.00
Midcontinent Communications	263.27
Milaca Chiropractic Center	80.00
Minnesota Monitoring	186.00
Minnesota Pollution Control Agency	60,949.12
North Central Bus & Equipment	84.70
Office Depot	249.01

71 Claims Totaling:	\$ 127,696.79
Van Alst, Lillian	92.40
Tinker & Larson	631.32
Tinker & Larson	1,178.35
Summit Food Service Management	7,791.59
Summit Companies	1,208.00
Summit Companies	1,208.00
St. Cloud Stamp & Sign	49.97
Streicher's	151.20
Stellar Services	102.08
River Valley Forensic Services, P.A.	750.00
RS Eden	6.80
RELX Inc. DBA Lexis Nexis	189.08
Recovering Hope Treatment Center	509.95
Quality Disposal Systems	199.35
Quality Disposal Systems	394.21
Quality Disposal Systems	24.15
O'Reilly Auto Parts	159.51
Office Depot	235.42
Office Depot	14.86

# Road & Bridge

<u>Vendor</u>	<b>Amount</b>
A & E Cleaning Services	1,050.00
Ace Hardware	248.45
Aramark	373.40
Auto Value	2,240.09
Bjorklund	457.40
Blum Sand and Gravel	75.15
<b>Brock White Company</b>	1,052.20
Central Pension Fund	204.10
Currie, Michael	145.00
Dultmeier Sales	293.22
Federated Co-ops	99.98
Fluegge's Ag	110.00
Glens Tire	1,385.00
Gopher State One-Call	32.40
Hass Construction	5,427.06

Houston Engineering	9,062.44
Johnson Hardware and Rental	687.24
Kanabec County Highway Department	39.75
Kwik Trip	14.32
Marco	312.38
Morton Salt	3,615.05
Northern States Supply	36.74
Novus Glass	205.00
Office Depot	233.50
Owens Auto Parts	124.46
Pomp's Tire Service	6,909.56
Premier Asphalt	27,279.33
Quality Disposal	164.25
Ray's Gravel	458.33
RTVision	3,000.00
Summit Companies	174.00
Uline	486.88
WiarCom	675.30
33 Claims Totaling:	\$ 66,671.98

<u>Action #5</u> – It was moved by Craig Smith, seconded by Les Nielsen and carried unanimously to recess the meeting at 9:07am to a time immediately following the Family Services Board.

The Kanabec County Family Services Board met at 9:07am on Tuesday, November 16, 2021 pursuant to adjournment with the following Board Members Present: Gene Anderson, Rick Mattson, Dennis McNally, Craig Smith and Les Nielsen. Family Services Director Chuck Hurd presented the Family Services Board Agenda.

<u>Action #FS6</u> – It was moved by Dennis McNally, seconded by Craig Smith and carried unanimously to approve the Family Services Board Agenda as presented.

Family Services Director Chuck Hurd have the Director's Report. Information only, no action was taken.

<u>Action #FS7</u> – It was moved by Les Nielsen, seconded by Rick Mattson and carried unanimously to approve the payment of 125 claims totaling \$154,565.35 on Welfare Funds.

<u>Action #FS8</u> – It was moved by Les Nielsen, seconded by Craig Smith and carried unanimously to adjourn Family Services Board at 9:15am and to meet again on Tuesday, December 21, 2021 at 9:05am.

The Board of Commissioners reconvened.

County Coordinator Kris McNally led a discussion regarding the future capital improvement fund.

<u>Action #9</u> – It was moved by Les Nielsen, seconded by Rick Mattson and carried unanimously to approve the following resolution:

# **Resolution #9 -11/16/21**

**WHEREAS** the Kanabec County Board of Commissioners hereby intends to demolish the old jail facility in 2022, and

**WHEREAS** parcel 22.02835.00 located at 330 Forest Avenue East, Mora, MN 55051 was initially acquired as part of the jail expansion project, and

WHEREAS parcel 22.02835.00 was sold by the County in 2021, and

**WHEREAS** the Board of Commissioners believes it is an appropriate use of the funds related to the sale of parcel 22.02835.00 to fund the demolition of the old jail;

**THEREFORE BE IT RESOLVED** that \$95,000 from the sale of capital assets from the sale of parcel 22.02835.00 be transferred to the future capital improvement fund for the intended purpose of the old jail facility demolition in 2022.

County Coordinator Kris McNally led a discussion regarding the proposed FY2022 Budget and Levy. Information only, no action was taken.

County Coordinator Kris McNally led a discussion regarding the upcoming retirement of the Kanabec County Probation Director Todd Eustice in January 2022. County Personnel staff and Judge Hiljus will collaborate on the development of the process to fill the vacancy. Information only, no action was taken.

Rise Inc. Director of Programs and Services Mike Harper met with the board to discuss the 2022 lease agreement to utilize space in the Public Services Building. Discussion was held regarding the types of services Rise Inc. provides and the benefits of working in close proximity to county public services.

<u>Action #10</u> – Craig Smith introduced the following resolution and moved its adoption:

# **Resolution #10 - 11/16/21**

WHEREAS the Rise, Inc. utilizes space in the Public Services Building, and

WHEREAS the annual lease agreement is due for renewal,

**BE IT RESOLVED** that the Kanabec County Commissioners approve the attached lease agreement for one year effective January 1, 2022 ending December 31, 2022 and rate increase from \$175 per month to \$180 per month for Rise, Inc. for FY 2022.

The motion for the adoption of the foregoing Resolution was duly seconded by Les Nielsen and upon a vote being taken thereon, the following voted:

IN FAVOR THEREOF: Gene Anderson, Rick Mattson, Craig Smith, Les Nielsen

**OPPOSED:** Dennis McNally

**ABSTAIN:** None

Whereupon the resolution was declared duly passed and adopted.

University of Minnesota Regional Extension Director Susanne Hinrichs met with the board to discuss the agreement for providing Extension programs locally and employing Extension staff.

Action #11 – Les Nielsen introduced the following resolution and moved its adoption:

# **Resolution #11-11/16/21**

**WHEREAS** the University of Minnesota provides Extension programs locally and employs Extension staff through funding by the taxpayers in Kanabec County; and

**WHEREAS** Kanabec County desires to continue offering these programs at this time; and

**WHEREAS** the Kanabec County Board of Commissioners has budgeted these programs for FY 2022;

**BE IT RESOLVED** that the Kanabec County Board of Commissioners hereby approves

the agreement with the University of Minnesota for Providing Extension Programs Locally and Employing Extension Staff and authorizes the Board Chair, County Attorney, and County Coordinator to sign said agreement.

The motion for the adoption of the foregoing Resolution was duly seconded by Dennis McNally and upon a vote being taken thereon, the following voted:

IN FAVOR THEREOF: Gene Anderson, Dennis McNally, Craig Smith, Les Nielsen

**OPPOSED:** None

**ABSTAIN:** Rick Mattson

Whereupon the resolution was declared duly passed and adopted.

**10:00am** – A Public Hearing was held to discuss proposed changes to Waste Tire Ordinance No. 11.

A notice of public hearing was posted in the courthouse lobby, on the county website, and in the Kanabec County times on November 4, 2021. County Coordinator Kris McNally read the following public notice aloud:

# KANABEC COUNTY BOARD OF COMMISSIONERS NOTICE OF PUBLIC HEARING INTENT TO AMEND ORDINANCE NO. 11 WASTE TIRE ORDINANCE

**NOTICE IS HEREBY GIVEN** that the Kanabec County Board of Commissioners intends to amend the existing Waste Tire Ordinance No. 11, which regulates the establishment, construction, modification, ownership, or operation of waste tire facilities, and the storage, use, processing and disposal of waste tires and waste tire products in Kanabec County.

A public hearing will be held on this matter during a Regular Board Meeting on the 16<sup>th</sup> day of November, 2021 at 10:00am in Meeting Rooms 3 & 4 of the Courthouse. Please see the Kanabec County website at www.kanabeccounty.org for more details.

For further information, contact the office of the Kanabec County Coordinator at 679-6440 or coordinator@co.kanabec.mn.us

Environmental Services/GIS Technician Ryan Carda led a discussion regarding the addition of language to specify the number of waste tires allowed on personally owned property.

**10:11am** – The Chairperson called for public comment regarding Ordinance No. 11 Waste Tire. Those that responded included:

Peter Ripka	Comments regarding the use of split tires for
	agricultural purposes.

County Coordinator Kris McNally read a letter of public comment submitted on November 15, 2021 by Ronald Peterson.

**10:31am** – The Chairperson closed public comment.

The Board continued discussion regarding the use of waste tires on agricultural properties. Discussion was also held regarding ordinance should include the original date of adoption, all dates of amendment, and the effective date of the most recent amendment.

<u>Action #12</u> – It was moved by Dennis McNally, seconded by Rick Mattson and carried unanimously to approve the following resolution:

# **Resolution #12 - 11/16/21**

Waste Tire Ordinance No. 11

**BE IT RESOLVED** that the Kanabec County Board of Commissioners does hereby ordain the following amended ordinance:

# **ORDINANCE #11, Regulating Waste Tires and Used Tires**

**Subdivision 1. Purpose.** This ordinance regulates waste tires and used tires, the establishment, construction, modification, ownership, or operation of waste tire facilities, and the storage, use, processing and disposal of waste tires and waste tire products in Kanabec County; and further regulates used tires, and the establishment, construction, modification, ownership, or operation of sites in which used tires are stored, collected, kept, or deposited in Kanabec County.

# Subdivision 2. Definitions.

- 2.1 "County Board" means the Kanabec County Board of Commissioners.
- 2.2 "Zoning Administrator" means the Kanabec County Zoning Administrator.

- 2.3 Unless otherwise denoted, all other terms shall have the definitions given by Minnesota Agency Rules 9220.0210 and other sources incorporated therein by reference.
- 2.4 "Tire" means a pneumatic tire or solid tire.
- 2.5 "Waste Tire" means a tire that is no longer suitable for its original intended purpose because of wear, damage, or defect.
- 2.6 "Tire-derived products" means the usable materials produced from the chemical or physical processing of a waste tire, including tire shreds and tire crumbs. "Tire-derived products" does not include manufactured consumer products including but not limited to, cow mats, door mats and mulch rings.
- 2.7 "Used Tire" means any tire that is no longer mounted on a vehicle or airplane, is suitable for its original intended purpose, and is not a "waste tire," as defined in 2.5.
- 2.8 "Vehicle" means every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices moved by human power or used exclusively upon stationary rails or tracks.
- 2.9 "Tire retailer" means any business registered with the Minnesota Secretary of State which is actively engaged in the retail sale of new or used tires for use on vehicles or airplanes, operating out of a permanent structure open for and catering to the general public.

# **Subdivision 3. Waste Tire Facility Permit Required.**

- 3.1 Except as provided in 3.2, no person may do any of the following within Kanabec County without obtaining and possessing a valid Waste Tire Facility Permit from the Minnesota Pollution Control Agency and the Kanabec County Board of Commissioners:
  - 3.1.1 Store, process or dispose of waste tires or tire-derived products; or
  - 3.1.2 Establish, construct, modify, own or operate a waste tire facility.

- 3.2 Exclusions. The following persons are not required to obtain a Waste Tire Facility Permit:
  - 3.2.1 A registered and trademarked retail tire seller who is located in Kanabec County for the retail selling site if no more than 500 waste tires are kept on the business premises;
  - 3.2.2 A permitted landfill operator with less than 500 waste tires stored above ground at the permitted site for 90 days or less.
  - 3.2.3 A person using waste tires for agricultural purposes, if the waste tires are kept on the site of use and are cut and split, or, if not split, no more than 500 tires on site and if said property changes to a non-agricultural use, then waste tires must be removed within 120 days; or
  - 3.2.4 A person conducting abatement activities under an abatement order or stipulation agreement entered into under part 7035.8020 of Minnesota Agency Rules. This exemption does not exempt the person from the duty to obtain a waste tire facility permit for activities other than the abatement action.
  - 3.2.5 A person storing 12 waste tires or less, on property owned or occupied by the person.

# **Subdivision 4. Issuance of Waste Tire Facility Permit.**

- 4.1 A Waste Tire Facility Permit may be issued to an applicant who does all of the following:
  - 4.1.1 Submits an application to the Zoning Administrator on an approved form accompanied by an application fee, which shall be established by the County Board by resolution.
  - 4.1.2 Files with the Zoning Administrator a copy of the permit issued by the Minnesota Pollution Control Agency, or properly and adequately demonstrates that the applicant has Permit by Rule status with the Minnesota Pollution Control Agency.
  - 4.1.3 Demonstrates compliance with all applicable zoning and use ordinance.

4.2 All facilities shall have an approved fire plan on record with the Kanabec County Environmental Services from the local fire official.

**Subdivision 5. Terms and Conditions of Waste Tire Facility Permit.** Permits shall be valid for one year from the date of issuance or until the license From Minnesota Pollution Control becomes invalid, whichever occurs first.

#### Subdivision 6. Tire Shreds.

- 6.1 The use of tire-derived products as lightweight fill or for other engineering benefits for Township and County projects and Township, County or State Roads/Highways is permitted only when used in compliance with MN DOT standards and Minn. Stat §115A.912, Subd. 4.
- 6.2 A tire shred permit may be issued to an applicant who files with the Zoning Administrator a copy of the permit issued by the Minnesota Pollution Control Agency, or properly and adequately demonstrates that the applicant has Standing Beneficial Use status with the Minnesota Pollution Control Agency.
- 6.3 A permit or inspection verification from the Minnesota Pollution Control Agency and a Kanabec County permit is required for all tire shred projects.
- 6.4 The use of tire-derived products for an aggregate substitute or as light weight fill on driveways and field roads will be allowed if it is an engineered design and the data shows a need for their use. The use of tire shreds for any other purposes, such as retaining wall backfill, soil stabilization, foundation insulation, and storm water storage is not allowed unless approved by the Kanabec County Board of Commissioners and a permit is issued.
- 6.5 Under no circumstances will shredded tires be permitted to be placed below the normal groundwater elevation.
- 6.6 All projects shall have an approved fire plan provided by the local fire official included with their permit application.

Subdivision 7. Tire Shreds Driveway/Field Road Specifications and Inspection.

# 7.1 Specifications:

- Maximum finished top width: 20 feet
- Maximum bottom width of shredded tire fill: 26 feet
- Maximum thickness of shredded tires: 3 feet
- Minimum cover over tire shreds: 1.5 feet granular fill and 0.5 feet of Class 5 aggregate
- Finished side slopes: 3:1
- Tire fill side slopes: 1:1
- Shredded tires must be encapsulated in an approved geotextile fabric and placed above the normal ground water elevation

# 7.2 Shredded tires must:

- 80% by weight pass a 6" screen
- Be free of oil, grease, and other contaminants
- Have metal fragments firmly attached and 98% embedded to the tire material
- Have at least one (1) sidewall severed from the face of the tire
- 7.3 Project must be engineer designed and prepared by an engineer licensed by the State of Minnesota.
- 7.4 Project must show that there is an engineering need for the use of waste tire material.

# 7.5 Inspections:

- 7.5.1 Inspection will be conducted by the Kanabec County Engineer or representative. Inspections will require a 24 hour advance notice from the installer.
- 7.5.2 The following inspections are required:
  - 7.5.2.1 Review and approval of plan.
  - 7.5.2.2 Inspection of trench prior to placement of geotextile.
  - 7.5.2.3 Inspection of geotextile and tire shreds prior to placement of cover material.
  - 7.5.2.4 Inspection of finished project.

## Subdivision 8. Used Tires.

- 8.1 Except as provided in 8.4 and 8.5, no person may store, process, sell, or dispose of used tires, or establish, construct, modify, own, or operate a used tire business or facility, without obtaining a used tire permit from the County.
- 8.2 Used tires shall be collected, stored, kept, or deposited on a site only in accordance with this ordinance.
- 8.2 Used tires must be inventoried and marketed in substantially the same fashion as a new tire is inventoried and marketed. Any permitted used tire business, facility, or site must be able to provide satisfactory evidence that a used tire market exits, and that the used tires stored or maintained at the permitted premises are in fact being marketed.
- 8.4 A used tire permit is required for any business, facility, or site on which more than 500 used tires are collected, stored, kept, processed, or deposited, unless exempt from permitting under 8.5.
- 8.5 Notwithstanding 8.4 a used tire permit is not required for any tire retailer that collects, stores, keeps, processes, or deposits less than 5,000 used tires on site (see 2.9 for reference).
- 8.6 A used tire permit may be issued to an applicant who submits all of the following information to Kanabec County Environmental Services:
  - 8.6.1 An application to the Zoning Administrator on an approved form accompanied by an application fee, which shall be established by the County Board by resolution.
  - 8.6.2 A map depicting the site and location of the used tires to be collected, stored, or deposited.
  - 8.6.3 An approved fire plan from the local fire official.
  - 8.6.4 The name and contact information for the owner of the site.
  - 8.6.5 The applicant must demonstrate compliance with all applicable requirements in the zoning and use ordinance.
- 8.7 Used tire permits shall be valid for one year from the date of issuance by

Kanabec County Environmental Services.

# Subdivision 9. Applicability to existing facilities.

9.1 All waste and used tire businesses, facilities and sites in existence on the effective date of this ordinance are required to apply for and obtain County permits as required under the provisions of this ordinance within 6 months of the effective date of this ordinance.

#### Subdivision 10. Penalties.

- 10.1 In addition to any civil remedy available, the violation of any provision of this ordinance shall constitute a misdemeanor, punishable by a maximum penalty of a \$1,000.00 fine or 90 days imprisonment, or both.
- 10.2 After notification and failure to terminate and abate the operation, each day of operation subsequent to the initial charge shall constitute a separate offense.

## Subdivision 11. Effective Date.

Adopted on July 13th, 1988 with an effective date of September 1st, 1988.

A one-year interim waste tire ordinance approved on December 8th, 2010.

Amended on September 28th, 2011 with an effective date of November 1st, 2011.

Amended on November 16th, 2021 with an effective date of January 1st, 2022.

10:39am — The Chairperson called for public comment. Those that responded included the following:

Rhonda Olson	Comments regarding her seat on the Planning Commission.
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**10:41am** – The Chairperson closed public comment.

**10:41am** – The Board took a five minute recess.

**10:46am** – The Board reconvened.

County Sheriff Brian Smith met with the Board to discuss matters concerning his department.

<u>Action #13</u> – It was moved by Dennis McNally, seconded by Les Nielsen and carried unanimously to approve the following resolution:

# **Resolution #13 – 11/16/21**

Medical Examiner Contract

**WHEREAS** the terms of the contract with River Valley Forensic Services, P.A. expire December 31, 2021, and

**WHEREAS** River Valley Forensic Services, P.A. has agreed to contract for services in 2022; and

**WHEREAS** the County Sheriff is satisfied with the services provided by River Valley Forensic Services, P.A.; and

WHEREAS the County Attorney has reviewed and approved the contract language;

**BE IT RESOLVED** to approve the Medical Examiner Contract Agreement with River Valley Forensic Services, P.A. for services provided by or under Dr. Kelly Mills as Kanabec County Medical Examiner effective January 1, 2022 for a term ending December 31, 2022.

County Sheriff Brian Smith presented the quarterly Sheriff's Report. Information only, no action was taken.

County Attorney Barbara McFadden met with the Board to present two Joint Powers Agreements with the Minnesota Bureau of Criminal Apprehension for approval.

<u>Action #14</u> – It was moved by Craig Smith, seconded by Les Nielsen and carried unanimously to approve the following resolution:

# **Resolution #14 – 11/16/21**

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS
AGREEMENTS WITH THE COUNTY OF KANABEC ON BEHALF OF ITS COUNTY
ATTORNEY AND SHERIFF

WHEREAS, the County of Kanabec on behalf of its County Attorney and Sheriff desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the County is eligible. The Joint Powers Agreements further provide the County with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the County to pay the costs for the network connection.

# **NOW, THEREFORE, BE IT RESOLVED** by the County Board of Kanabec, Minnesota as follows:

- 1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Kanabec on behalf of its County Attorney and Sheriff are hereby approved.
- 2. That the **Sheriff, Brian Smith**, or his or her successor, is designated the Authorized Representative for the Sheriff. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.
- 3. That the **County Attorney, Barb McFadden**, or his or her successor, is designated the Authorized Representative for the County Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.
- 4. That Gene Anderson, the Chair of the County of Kanabec, and Kris McNally, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

<u>Action #15</u> – It was moved by Les Nielsen, seconded by Craig Smith and carried unanimously to approve the following resolution:

### **Resolution #15 – 11/16/21**

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE COUNTY OF KANABEC ON BEHALF OF ITS PROBATION OFFICE WHEREAS, the County of Kanabec on behalf of its **Probation Office** desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the County is eligible. The Joint Powers Agreements further provide the County with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the County to pay the costs for the network connection.

# **NOW, THEREFORE, BE IT RESOLVED** by the County Board of Kanabec, Minnesota as follows:

- 1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Kanabec on behalf of its Probation Office are hereby approved.
- 2. That the Director, Todd Eustice, or his successor, is designated the Authorized Representative for the Probation Office. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.
- 3. That Gene Anderson, the Chair of the County of Kanabec, and Kris McNally, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Deputy Auditor Property & Tax met with the Board to discuss two applications for repurchase.

- <u>Action #16</u> It was moved by Craig Smith, seconded by Dennis McNally and carried unanimously to approve the repurchase request for Parcel 06.00715.00, Lucille Rodin.
- <u>Action #17</u> It was moved by Craig Smith, seconded by Rick Mattson and carried unanimously to approve the repurchase request for Parcel 10.00050.00, Judy Salmonson.

Public Health Director Kathy Burski and Transit Director Helen Pieper met with the board to request purchasing a bus.

<u>Action #18</u> – It was moved by Craig Smith, seconded by Les Nielsen and carried unanimously to approve the purchase of an Elkhart Coach – EC11Gas from North Central Bus & Equipment Inc. for \$94,544.00.

Community Health Director Kathy Burski met with the County Board to discuss the Federal Vaccine Mandate for Public Health Employees.

<u>Action #19</u> – It was moved by Craig Smith, seconded by Rick Mattson and carried unanimously to approve the following resolution:

#### **Resolution #19 - 11/16/21**

**WHEREAS**, the Kanabec County Board of Commissioners has authority to establish county personnel policies; and

**WHEREAS**, the U.S. Department of Health and Human Service's Interim Final Rule with Comment Period on Omnibus COVID-19 Health Care Staff Vaccination (42 CFR 484.70(d)) has issued mandatory vaccine requirements for employees in the Public Health Department with limited exceptions; and

**WHEREAS,** the Kanabec County Public Health Department's Mandatory COVID-19 Vaccination Policy has been prepared in consultation with the County's labor attorney and the Public Health Director; and

**WHEREAS**, the County Human Resources Department recommends the adoption of new policy to comply with the U.S. Department of Health and Human Service's Interim Final Rule with Comment Period on Omnibus COVID-19 Health Care Staff Vaccination (42 CFR 484.70(d));

**THEREFORE BE IT RESOLVED**, Kanabec County shall adopt the Kanabec County Public Health Department's Mandatory COVID-19 Vaccination Policy effective 11/16/21.

HR Specialist Kim Christenson met with the Board to present the evaluation results for two job descriptions.

<u>Action #20</u> – Les Nielsen introduced the following resolution and moved its adoption:

### **Resolution #20 - 11/16/21**

Computer Technician II Evaluation

**WHEREAS** the board did by Resolution #21 - 11/02/21 refer the position of Computer Technician II the pay plan consultant for review, and

**WHEREAS** the board has been presented with the results of that study;

**BE IT RESOLVED** to accept the following ranking for the "Computer Technician II"

position, which results in Pay Range 10:

Category	Rank	Points
Qualifications	q46	100
Decisions	d23	43
Problem Solving	p14	55
Relationships	r13	48
Effort A	ea6	5
Effort B	eb11	12
Hazards	h17	13
Environment	n5	8
TOTAL POINT	S	284

The motion for the adoption of the foregoing Resolution was duly seconded by Dennis McNally and upon a vote being taken thereon, the following voted:

IN FAVOR THEREOF: Gene Anderson, Rick Mattson, Dennis McNally, Les Nielsen

**OPPOSED:** Craig Smith

**ABSTAIN:** None

Whereupon the resolution was declared duly passed and adopted.

 $\underline{Action~\#21}$  – It was moved by Les Nielsen, seconded by Rick Mattson and carried unanimously to approve the following resolution:

### Resolution #21 - 11/16/21

Chief Deputy Recorder

**WHEREAS** Kanabec County Policy P-106, Section IV.A. calls for a reevaluation of all county job classifications on a three year rotation, and

**WHEREAS** the Chief Deputy Recorder position was placed on the rotation schedule for 2021, and

**WHEREAS** the HR Specialist has submitted updated job description and physical analysis to the wage consultant at MRA for evaluation, and

**WHEREAS** the wage consultant has examined and evaluated the job description and recommends the grade for the above job title increase one level;

Old Rating	New Rating
Old Hunnig	Tion Hunning

	Gra	de 9	Gra	de 7
Category	Rank	Points	Rank	Points
Qualifications	Q34	69	Q34	69
Decisions	d23	43	D16	36
Problem Solving	p10	41	p10	41
Relationships	r18	64	R13	48
Effort A	Ea5	4	Ea5	4
Effort B	eb12	17	eb12	17
Hazards	H2	5	H2	5
Environment	N5	8	N5	8
TOTAL POIN	NTS	251		228

**BE IT RESOLVED** that it is the decision of the county board to accept the changes to the job descriptions and approve the wage consultants recommendations, and

**BE IT FUTHER RESOLVED** to accept the ranking for the "Chief Deputy Recorder" position, which results in Pay Range 7, and

**BE IT FURTHER RESOLVED** that this change is effective January 1, 2022.

Information Systems Director Lisa Blowers met with the board to present a request to fill a new position in her department.

Action #22 – Les Nielsen introduced the following resolution and moved its adoption:

### **Resolution #22 - 11/16/21**

WHEREAS there is a new position of an Computer Technician II, and

WHEREAS the board desires to fill this position;

**BE IT RESOLVED** that the County Board authorizes the Information Systems Director and the County Personnel Director to hire a Computer Technician II to fill the position at Step A, Range 10 of the pay plan which is \$21.48 per hour or the rate set by internal promotion, and

**BE IT FURTHER RESOLVED** that the hours of work for this position be limited to those budgeted, and

**BE IT FURTHER RESOLVED** to authorize the Information Systems Director and the County Personnel Director to refill any subsequent vacancies that may occur within the

department due to internal promotion.

The motion for the adoption of the foregoing Resolution was duly seconded by Dennis McNally and upon a vote being taken thereon, the following voted:

**IN FAVOR THEREOF:** Gene Anderson, Rick Mattson, Dennis McNally, Les Nielsen

**OPPOSED:** Craig Smith

**ABSTAIN:** None

Whereupon the resolution was declared duly passed and adopted.

County Auditor/Treasurer met with the board to request approval of a liquor & tobacco license for The Crows Nest LLC.

Action #23 – Craig Smith introduced the following resolution and moved its adoption:

#### **Resolution #23 - 11/16/21**

WHEREAS the Kanabec County Auditor/Treasurer has received applications for On & Off-Sale, Sunday Liquor and Tobacco licenses from Lucienne Olson of The Crows Nest LLC located at 2743 MN-65, Mora;

WHEREAS the applications are complete, included all necessary documentation, appears in accordance with County Policies and licensing requirements and the application is in good standing with the County;

**WHEREAS** the establishment located at this address presently operates with these licenses;

**BE IT RESOLVED** to approve the On & Off-Sale, Sunday Liquor and Tobacco Licenses for The Crows Nest LLC located at 2743 MN-65, Mora, and will become effective the date of closing.

The motion for the adoption of the foregoing Resolution was duly seconded by Rick Mattson and upon a vote being taken thereon, the following voted:

**IN FAVOR THEREOF:** Gene Anderson, Rick Mattson, Dennis McNally, Craig Smith

**OPPOSED:** None

**ABSTAIN:** Les Nielsen

Whereupon the resolution was declared duly passed and adopted.

<u>Action #24</u> – It was moved by Craig Smith, seconded by Les Nielsen and carried unanimously to adjourn the meeting at 12:05pm and to meet again in regular session on Tuesday, December 7, 2021 at 9:00am.

	Signed		
	Chairperson of the Kanabe Kanabec County, Minneso	<u> </u>	ommissioners,
Attest:			
	Board Clerk		

### Agenda Item #1b

#### PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota County of Kanabec Office of the County Coordinator

#### November 23, 2021

UNAPPROVED MINUTES

The Kanabec County Board of Commissioners held a Special Meeting in person and via telephone/video conference call at 9:00am on Tuesday, November 23, 2021 pursuant to adjournment with the following Board Members present on-site: Gene Anderson, Rick Mattson, Dennis McNally, Craig Smith, and Les Nielsen. Absent: None. Staff present on-site: County Attorney Barbara McFadden, County Coordinator Kris McNally, Public Health Director Kathy Burski, HR Specialist Kim Christenson and Recording Secretary Kelsey Schiferli.

The Chairperson led the assembly in the Pledge of Allegiance.

 $\underline{Action \#1}$  – It was moved by Craig Smith, seconded by Les Nielsen and carried unanimously to accept the agenda as presented.

County Attorney Barbara McFadden met with the board to provide information regarding the U.S. Department of Health and Human Service's Interim Final Rule with Comment Period on Omnibus COVID-19 Health Care Staff Vaccination (42 CFR 484.70(d)) and its application to Kanabec County Public Health Department's Mandatory COVID-19 Vaccination Policy.

Barbara McFadden presented a proposed amended Kanabec County Public Health Department's Mandatory COVID-19 Vaccination Policy. Legal details of the U.S. Department of Health and Human Service's Interim Final Rule with Comment Period on Omnibus COVID-19 Health Care Staff Vaccination (42 CFR 484.70(d)) were discussed including specific requirements and recommendations.

County Coordinator Kris McNally led a discussion for clarification of details in McFadden's proposed amended mandatory vaccination policy. The Board expressed consensus to make the following changes to McFadden's proposed amended Kanabec County Public Health Department's Mandatory COVID-19 Vaccination Policy:

• Each covered employee must inform Human Resources of his or her vaccination status no later than **noon (CST) on December 3, 2021.** 

- All requests for exemptions or accommodations, medical or religious, shall be reviewed no later than by the end of three business days following the date of submission.
- The Review Panel shall be comprised of the following Kanabec County employees and officials: the County Coordinator/Human Resources Director, the HR Specialist, the Public Health Director, one Commissioner of the Kanabec County Board, and the Kanabec County Attorney.
- A requesting Employee shall be notified verbally and electronically regarding the status and outcome of the request by the end of the business day following **the date** of the Review Panel's decision.
- Reconsideration hearings shall be conducted by the **Personnel Committee and County Attorney**.
- Employment status while under review: If a completed and timely exemption
  application has been submitted, the requesting employee shall remain at his or her
  currently existing employment status and may be placed on leave pending final
  decision.
- Public Health employees who fail to provide proof of vaccination status to Human Resources by noon (CST) on December 3, 2021 will be subject to a mandatory leave of absence effective December 6, 2021 for up to 30 calendar days. For purposes of this mandatory leave of absence, unpaid leave will be allowed only after any and all accrued paid time is exhausted. In this circumstance, public health employees are not eligible for the PTO donation program. Employees may submit proof of vaccination status to Human Resources within the mandatory leave of absence period to be eligible for reinstatement. Failure to provide proof of vaccination status by January 4, 2022 may result in termination of employment.

<u>Action #2</u> – It was moved by Craig Smith, seconded by Rick Mattson and carried unanimously to adopt the amended Kanabec County Public Health Department's Mandatory COVID-19 Vaccination Policy.

<u>Action #3</u> – It was moved by Craig Smith, seconded by Les Nielsen and carried unanimously to adjourn the meeting at 10:21am and to meet again in regular session on Tuesday, December 7, 2021 at 9:00am.

	Signed		
	Chairperson of the Kanabec	County Board of Commissioners,	
	Kanabec County, Minnesota	ı	
Attest: _			
]	Board Clerk		

# Agenda Item #2 Paid Bills

<u>Vendor</u>	<u>Amount</u>	<u>Purpose</u>	<u>Dept</u>
Kanabec County Auditor-Treas	8,114.86	Leased Vehicles	Various
Kanabec County Auditor-Treas	9,106.74	HRA Contracts	Various
Minnesota Energy Resources Corp	9,885.97	Gas Utilities	Various
Verizon Wireless	2,366.81	Monthly Service	Various
East Central Energy	2,026.77	Intersection Lighting	Highway
Federated Coop	575.00	Driveway Permit Refund	Highway
Minnesota Energy Resources Corp	255.15	Gas Utilities	Highway
Osterdyk, Russ	500.00	Driveway Permit Refund	Highway
Verizon Wireless	953.60	Monthly Service	Various
Further	603.20	Admin Fees, Nov 21	HR
MNPEIP	6,800.06	Health Reserves	HR
VISA	1,011.52	See Below	
East Central Energy	228.53	Intersection Lighting	Highway
Mora Motor Vehicle	3,593.19		Highway
Dearborn National Life Insurance	799.09	Short Term Disability Premiums	<b>Employee Benefits</b>
Health Partners	6,173.34	Dental Insurance Premiums	<b>Employee Benefits</b>
Life Insurance Company of North America	917.70	Accident, Group Hospital, Critical Illness Ins Premiums	<b>Employee Benefits</b>
MNPEIP	141,707.66	Health Insurance Premiums	<b>Employee Benefits</b>
Sun Life Financial	3,923.23	Life Insurance Premiums	Employee Benefits
The Hartford Priority Accounts	2,121.66	Long Term Disability Premiums	Employee Benefits
VSP Insurance Co		Vision Insurance Premiums	Employee Benefits
Ann Lake Twp	3,988.05	Nov 2021 Settlement	Taxes & Penalties
Arthur Twp	11,528.47	Nov 2021 Settlement	Taxes & Penalties
Braham Public Schools	24,616.79	Nov 2021 Settlement	Taxes & Penalties
Brunswick Twp	12,407.84	Nov 2021 Settlement	Taxes & Penalties

City of Braham	13.14	Nov 2021 Settlement	Taxes & Penalties
City of Grasston		Nov 2021 Settlement	Taxes & Penalties
City of Mora		Nov 2021 Settlement	Taxes & Penalties
City of Ogilvie - Clerk	•	Nov 2021 Settlement	Taxes & Penalties
City of Quamba	•	Nov 2021 Settlement	Taxes & Penalties
Comfort Twp	•	Nov 2021 Settlement	Taxes & Penalties
Comm of Finance-Treas Div	1.50	Nov 2021 Settlement	Taxes & Penalties
East Cent. Reg Dev Commission	1,477.87	Nov 2021 Settlement	Taxes & Penalties
East Central School District	5,219.08	Nov 2021 Settlement	Taxes & Penalties
Ford Twp	6,008.98	Nov 2021 Settlement	Taxes & Penalties
Grass Lake Twp	11,548.11	Nov 2021 Settlement	Taxes & Penalties
Haybrook Twp	4,119.82	Nov 2021 Settlement	Taxes & Penalties
Hillman Twp	4,238.42	Nov 2021 Settlement	Taxes & Penalties
Hinckely-Finlayson Schools	8,696.44	Nov 2021 Settlement	Taxes & Penalties
Isle Public Schools	3,560.50	Nov 2021 Settlement	Taxes & Penalties
Kanabec County	12,429.70	Nov 2021 Settlement	Taxes & Penalties
Kanabec Twp	8,408.47	Nov 2021 Settlement	Taxes & Penalties
Knife Lake Twp	5,290.89	Nov 2021 Settlement	Taxes & Penalties
Kroschel Twp	2,782.17	Nov 2021 Settlement	Taxes & Penalties
Milaca Public Schools	1,583.67	Nov 2021 Settlement	Taxes & Penalties
Mora Public Schools	211,916.82	Nov 2021 Settlement	Taxes & Penalties
Ogilvie Public Schools	61,329.70	Nov 2021 Settlement	Taxes & Penalties
Peace Twp	5,161.01	Nov 2021 Settlement	Taxes & Penalties
Pine City Public Schools ISD 578	23.85	Nov 2021 Settlement	Taxes & Penalties
Pomroy Twp	10,880.83	Nov 2021 Settlement	Taxes & Penalties
Southfork Twp	6,000.73	Nov 2021 Settlement	Taxes & Penalties
St Paul Port Authority	829.65	Nov 2021 Settlement	Taxes & Penalties
Whited Twp	4,141.26	Nov 2021 Settlement	Taxes & Penalties
Mora Municipal Utilities	12,784.83	Utilities	Various
Quadient Finance USA, Inc.	2,500.00	Courthouse Postage	Unallocated
Rossitar, William	600.00	Driveway Permit Refund	Highway
56 Claims Totaling: _	\$681,775.48		

VISA		55.66	Uline/Gloves	Building Maintenance
		234.13	Quality Doors/Doors	Building Maintenance
		397.70	American Flagpole/Flags	Building Maintenance
		103.98	SupplyHouse/Valves	Jail
		85.82	Global Ind/Bulletin Board	Welfare
		134.23	Global Ind/Bulletin Board	Welfare
	6 Claims Totaling:	\$1,011.52		

# Agenda Item #3a Regular Bills - Revenue Fund

Bills to be approved: 12/7/21

Department Name	Vendor	Amount	Purpose
ASSESSOR	Forestry Suppliers	62.40	100' Tape Refill x2
ASSESSOR	Kanabec County Hwy Dept	188.98	Muffler, 02 Sensor for Equinox
ASSESSOR	Kanabec Publications	62.00	Homestead Notice - Advertiser 11/21
ASSESSOR	Lindberg Law Office PA	10.00	Refund GA Clac Fee Regarding Receipt #72314
ASSESSOR	MAAO Region III	100.00	2022 Region III Membership Dues
		423.38	
AUDITOR	Kanabec Publications	175.00	Homestead Notice - Times 11/25
AUDITOR	Kanabec Publications	175.00	Homestead Notice - Times 11/18
AUDITOR	Kanabec Publications	2,371.16	Publish 2020 FS Summary 11/18
AUDITOR	Lindberg Law Office PA	10.00	Refund GA Clac Fee Regarding Receipt #72314
AUDITOR	MACO	720.00	2022 MACO Dues A/T Office
		3,451.16	
BUILDINGS MAINTENANCE	Grainger	26.21	Saddle Threshold
BUILDINGS MAINTENANCE	J.F. Ahern Co	1,017.16	Sprinkler Inspections, Courthouse & PSB
BUILDINGS MAINTENANCE	MN Dept of Labor & Industry	220.00	Elevator Annual Oper, Pressure Vessel & Boiler
BUILDINGS MAINTENANCE	Oslin Lumber	19.99	Thin Set
BUILDINGS MAINTENANCE	Tierney	610.04	AV Service Call, Courts
		1,893.40	
COMMISSIONERS	NACO	450.00	2022 Membership Dues
		450.00	•

COMPUTER EXPENSES	Kanabec County Aud-Treas	1,685.58 1,685.58	11/5 & 11/19 PR Fee Paycom
COUNTY ATTORNEY	MNCCC	238.44 238.44	Adobe Subscription
COUNTY COORDINATOR COUNTY COORDINATOR COUNTY COORDINATOR COUNTY COORDINATOR	Convene, LLC Marco Office Depot Society for Human Resources Managem_	1,497.00 477.00 88.40 219.00 <b>2,281.40</b>	Staff Training Services 2022 Printer Lease Office Supplies SHRM Membership 2022 for Kris McNally
COUNTY CORONER COUNTY CORONER COUNTY CORONER COUNTY CORONER COUNTY CORONER	Ingebrand Funeral Home Ingebrand Funeral Home Ingebrand Funeral Home Ramsey County River Valley Forensic Services, P.A.	430.00 325.00 325.00 642.00 500.00 2,222.00	Removal & Transport Removal Removal Post Mortem Exam/Toxicology Contract Monthly Medical Examiner Oct 2021 & Postmortem Exam
COUNTY RECORDER COUNTY RECORDER COUNTY RECORDER COUNTY RECORDER	Government Forms and Supplies Kanabec County Abstract MACO Trimin Systems, Inc.	30.00 8.75 360.00 25,438.00 <b>25,836.75</b>	Recorder Stamp Reimburse Landshark Money 2022 MACO Dues Recorders Office 2022 Maintenance Agreement
COURT ADMINISTRATOR COURT ADMINISTRATOR	McKinnis & Doom PA McKinnis & Doom PA	323.00 178.50 <b>501.50</b>	Court Appt Attorney Fees Court Appt Attorney Fees
ECONOMIC DEVELOPMENT ECONOMIC DEVELOPMENT ECONOMIC DEVELOPMENT	Ahlgren, Sally HR Green Fiber and Broadband, Inc. Pemberton, Kaitlyn	125.00 4,661.53 990.00	Musical Services for EDA Childcare Appreciation Event Broadband Feasiblity Study Childcare Capacity Builders Forgivable Loan Program

ECONOMIC DEVELOPMENT	Steinmetz, Heidi	64.37	Reimbursement for Childcare Appreciation Event Meal
		5,840.90	
ENVIRONMENTAL SERVICES	Kanabec County Hwy Dept	185.53	Fuel, Postage, Repairs October 2021
ENVIRONMENTAL SERVICES	Rupp, Anderson, Squires & Waldspurger	1,283.54	Environmental Service/Land Use Quarterly Retainer
ENVIRONMENTAL SERVICES	Sunshine Printing	136.85	Inspection Notices & Envelopes
		1,605.92	
FORFEIT TAX SALE	Kanabec Publications	805.00	TF Sale Notice Times 11/4 & 11/11
	_	805.00	
HIGHWAY	MN Counties Insurance Trust	180.00	2021 PC Addn Equip
		180.00	
HUMAN RESOURCES	Kanabec County Aud-Treas	1,685.58	11/5 & 11/19 PR Fee Paycom
HUMAN RESOURCES	Kanabec Publications	114.40	Eligibility Worker & HEO II Job Ads
HUMAN RESOURCES	MRA	540.00	Compensation Services
		2,339.98	
INFORMATION SYSTEMS	CW Technology	9,000.00	Labor Invoice
		9,000.00	
LAW LIBRARY	Thomson-Reuters-West	607.96	Law Library Invoices
		607.96	
PROBATION & JUVENILE PLACEMEN	NT Kanabec County Family Services	5,640.00	Collaborative Reimbursement (for overpayment)
PROBATION & JUVENILE PLACEMEN	NT Office Depot	23.99	Office Supplies
PROBATION & JUVENILE PLACEMEN	NT Office Depot	71.22	Office Supplies
		5,735.21	
PUBLIC TRANSPORTATION	Curtis, Michael	762.06	Volunteer Driver
PUBLIC TRANSPORTATION	Hometown Productions	495.00	Advertising

PUBLIC TRANSPORTATION	Manthie, Wendy	1,358.56	Volunteer Driver
PUBLIC TRANSPORTATION	North Central Bus & Equipment	27.84	Bus Parts
PUBLIC TRANSPORTATION	Premium Water, Inc.	36.54	Bottled Water Supplies
PUBLIC TRANSPORTATION	Van Alst, Lillian	64.40	Volunteer Driver
		2,744.40	
SHERIFF	Aspen Mills	201.00	Uniforms - Vests, Carriers, Shirts, Pants
SHERIFF	Axon Enterprise Inc.	375.00	Taser Instructor
SHERIFF	Kanabec Publications	116.00	Vehicle Theft
SHERIFF	MNCCC	59.61	
			Adobe Subscription
SHERIFF	Office Depot	110.25	Office Supplies
SHERIFF	Office Depot	66.77	Office Supplies
SHERIFF	Sanford Health	1,015.00	ICR 21-007519
SHERIFF	Streicher's	651.04	Practice Ammunition
SHERIFF	Streicher's	408.92	Uniform Equipment - Belt, Radio Holder, etc.
SHERIFF	Tinker & Larson Inc	114.40	County Squad Oil Changes (2)
		3,117.99	
SHERIFF - CITY OF MORA	Braham Motor Service Inc	<b>3,117.99</b> 101.36	City Squad, Throttle Body & Gasket
SHERIFF - CITY OF MORA	Braham Motor Service Inc	·	City Squad, Throttle Body & Gasket
		101.36 101.36	
SHERIFF - JAIL/DISPATCH	Advanced Correctional Healthcare	101.36 101.36 17,966.35	Jan 22 On Site Medical & Mental Health Contracts
SHERIFF - JAIL/DISPATCH SHERIFF - JAIL/DISPATCH	Advanced Correctional Healthcare Advanced Correctional Healthcare	101.36 101.36 17,966.35 15,238.66	Jan 22 On Site Medical & Mental Health Contracts Dec 21 On Site Medical & Mental Health Contracts
SHERIFF - JAIL/DISPATCH SHERIFF - JAIL/DISPATCH SHERIFF - JAIL/DISPATCH	Advanced Correctional Healthcare Advanced Correctional Healthcare DataWorks Plus LLC	101.36 101.36 17,966.35 15,238.66 2,388.23	Jan 22 On Site Medical & Mental Health Contracts Dec 21 On Site Medical & Mental Health Contracts Livescan Maintenance Fee
SHERIFF - JAIL/DISPATCH SHERIFF - JAIL/DISPATCH SHERIFF - JAIL/DISPATCH SHERIFF - JAIL/DISPATCH	Advanced Correctional Healthcare Advanced Correctional Healthcare DataWorks Plus LLC East Central Exterminating	101.36 101.36 17,966.35 15,238.66 2,388.23 250.00	Jan 22 On Site Medical & Mental Health Contracts Dec 21 On Site Medical & Mental Health Contracts Livescan Maintenance Fee December Services
SHERIFF - JAIL/DISPATCH SHERIFF - JAIL/DISPATCH SHERIFF - JAIL/DISPATCH SHERIFF - JAIL/DISPATCH SHERIFF - JAIL/DISPATCH	Advanced Correctional Healthcare Advanced Correctional Healthcare DataWorks Plus LLC East Central Exterminating Hirsch, Dean	101.36 101.36 17,966.35 15,238.66 2,388.23 250.00 17.58	Jan 22 On Site Medical & Mental Health Contracts Dec 21 On Site Medical & Mental Health Contracts Livescan Maintenance Fee December Services Reimbursement for Jail Cleaning Supplies
SHERIFF - JAIL/DISPATCH	Advanced Correctional Healthcare Advanced Correctional Healthcare DataWorks Plus LLC East Central Exterminating Hirsch, Dean J.F. Ahern Co	101.36 101.36 17,966.35 15,238.66 2,388.23 250.00 17.58 434.06	Jan 22 On Site Medical & Mental Health Contracts Dec 21 On Site Medical & Mental Health Contracts Livescan Maintenance Fee December Services Reimbursement for Jail Cleaning Supplies Annual Sprikler Inspection, Jail
SHERIFF - JAIL/DISPATCH	Advanced Correctional Healthcare Advanced Correctional Healthcare DataWorks Plus LLC East Central Exterminating Hirsch, Dean J.F. Ahern Co Marco	101.36 101.36 17,966.35 15,238.66 2,388.23 250.00 17.58 434.06 91.00	Jan 22 On Site Medical & Mental Health Contracts Dec 21 On Site Medical & Mental Health Contracts Livescan Maintenance Fee December Services Reimbursement for Jail Cleaning Supplies Annual Sprikler Inspection, Jail Standard Payment, Copier
SHERIFF - JAIL/DISPATCH	Advanced Correctional Healthcare Advanced Correctional Healthcare DataWorks Plus LLC East Central Exterminating Hirsch, Dean J.F. Ahern Co Marco Michael Keller, Ph.D., L.P.	101.36 101.36 17,966.35 15,238.66 2,388.23 250.00 17.58 434.06 91.00 1,300.00	Jan 22 On Site Medical & Mental Health Contracts Dec 21 On Site Medical & Mental Health Contracts Livescan Maintenance Fee December Services Reimbursement for Jail Cleaning Supplies Annual Sprikler Inspection, Jail Standard Payment, Copier Psych Eval, New Employee (2)
SHERIFF - JAIL/DISPATCH	Advanced Correctional Healthcare Advanced Correctional Healthcare DataWorks Plus LLC East Central Exterminating Hirsch, Dean J.F. Ahern Co Marco Michael Keller, Ph.D., L.P. Office Depot	101.36 101.36 17,966.35 15,238.66 2,388.23 250.00 17.58 434.06 91.00 1,300.00 16.09	Jan 22 On Site Medical & Mental Health Contracts Dec 21 On Site Medical & Mental Health Contracts Livescan Maintenance Fee December Services Reimbursement for Jail Cleaning Supplies Annual Sprikler Inspection, Jail Standard Payment, Copier Psych Eval, New Employee (2) Allergy Label
SHERIFF - JAIL/DISPATCH	Advanced Correctional Healthcare Advanced Correctional Healthcare DataWorks Plus LLC East Central Exterminating Hirsch, Dean J.F. Ahern Co Marco Michael Keller, Ph.D., L.P.	101.36 101.36 17,966.35 15,238.66 2,388.23 250.00 17.58 434.06 91.00 1,300.00	Jan 22 On Site Medical & Mental Health Contracts Dec 21 On Site Medical & Mental Health Contracts Livescan Maintenance Fee December Services Reimbursement for Jail Cleaning Supplies Annual Sprikler Inspection, Jail Standard Payment, Copier Psych Eval, New Employee (2)

SHERIFF - JAIL/DISPATCH SHERIFF - JAIL/DISPATCH SHERIFF - JAIL/DISPATCH	Stellar Services Summit Food Service Management Summit Food Service Management	453.08 3,789.42 7,777.79 49,894.20	Canteen Inmate Meals 11/20-11/26 Inmate Meals 11/6-11/19
STATE FISCAL RECOVERY ARP STATE FISCAL RECOVERY ARP STATE FISCAL RECOVERY ARP STATE FISCAL RECOVERY ARP	Accurate Controls, Inc. CliftonLarsonAllen IT SAVVY LLC Tierney	55,164.15 253.31 808.24 15,786.60 <b>72,012.30</b>	VMS System Upgrade, Part of New Camera System in Jail ARPA Consultation, Professional Services Oct-Nov 2021 Adapters (4), Part of New Camera System in Jail Displays and Installation (4), Part of New Camera System in Jail
TAX & PENALTY TAX & PENALTY	Kanabec County Aud-Treas NEB Farm LLC	1,010.07 508.00 <b>1,518.07</b>	02.03155.00 COJ Payment 2021 2021 Abatement Refund 03.02705.20
UNALLOCATED UNALLOCATED UNALLOCATED	CliftonLarsonAllen Granite City Jobbing Co Inc. Kanabec Publications	1,638.00 680.65 507.15 <b>2,825.80</b>	FY2021 Audit Services Copy Paper, 20 Cases Ord 11 PH Notice, County Board Minutes (3), Ord 27 Summary
VETERAN SERVICES VETERAN SERVICES VETERAN SERVICES	Bliss, Erica Lake Superior Laundry MACVSO	40.06 171.75 250.00 461.81	Veterans Day Events, Candy for Outreach Launder Donated Coats 2022 Annual Membership
WELFARE	MNCCC 94 Claims Totaling	238.44 238.44 g: \$ 198,012.95	Adobe Subscription

## Agenda Item #3b Regular Bills - Road & Bridge Bills to be approved: 12/7/21

Vendor	Amount	Purpose
Astech Asphalt	426,433.59	KCP 21-09 and KCP 21-10
Auto Value	1,543.81	Shop Supplies & Repair Parts
Berndt, Steve	134.30	Uniform Allowance
Cornelius, Jake	300.00	Uniform Allowance
East Central Energy	10,200.00	Upgrade street lights, city road project
East Central Energy	89.77	Intersection Lighting
Erickson, Curt	296.90	Uniform Allowance
Frisch, Nick	249.99	Uniform Allowance
Frontier Precision, Inc.	895.00	Engineering Supplies
Granite Electronics	1,817.80	Mobile Radios (2)
Kanabec County Highway Dept	59.21	Petty Cash, Postage November 2021
Knife River Corporation	62,438.67	CR 2 & CR 8 Patching
Marco, Inc.	312.38	Printer Lease
Mille Lacs County Public Works	133.27	Mowing
Minnesota Paving & Materials	2,640.60	Cold Mix
Minnesota Pesticide Information & Educatio	310.00	2021 Pesticide Applicator Recertification Training
MN Dept of Labor & Industry	110.00	Elevator Annual Oper & Pressure Vessel
MN Dept of Transportation	305.34	Material Testing
Morton Salt	3,635.92	Bulk Safe-T-Salt
North Central International	722.59	Heated Windshield
North Country GM	54,510.64	2021 Chevrolet Sign Truck Chassis
Northern Lines Contracting Inc.	154,627.28	SAP 033-610-019, CSAH 10
Northern States Supply	216.10	Bolts, Battery Pack
Office Depot	98.70	Office Supplies
Power Plan (RDO)	1,791.99	Windowpanes (2), Headlight, Wiper Blades
Regents of the University of Minnesota	430.00	Erosion Program Reg Fees, Steve Berndt
Sanitary Systems	140.00	Portable Restroom for Knife Lake
Tomlinson, Tim	264.99	Uniform Allowance
USIC Locating Services	120.00	Locates
29 Claims Totaling:	724,828.84	

## Agenda Item #4

**December 7, 2021** 

## REQUEST FOR BOARD ACTION

a. Subject: SCORE Claims - October	b. Originating Department: County Coordinator
c. Estimated time: 2 minutes	d. Presenter(s): None

#### f. Board action requested:

### **Resolution** #\_\_\_ - 12/7/21

**SCORE CLAIMS** 

WHEREAS the board has been presented with claims for recycling efforts to be paid from SCORE Funds, and

**WHEREAS** these claims have been reviewed, tabulated and approved by the Kanabec County Solid Waste Officer, and

WHEREAS SCORE Funds appear adequate for the purpose;

**BE IT RESOLVED** to approve payment of the following claims on SCORE Funds:

Waste Management	\$887.62
Quality Disposal	\$3,967.40
Arthur Township	\$500.00
Total	\$5,355.02

#### g. Background:

Provider	Billed	Paid Amount		
QUALITY DISPOSAL (October)	\$3,467.40	\$3,467.40		
WASTE MANAGEMENT (October)	\$887.62	\$887.62		
Sub-Total	\$4,355.02	\$4,355.02		
<b>Recycling Center Incentive Payments:</b>				
Quality Disposal (October)	\$500.00	\$500.00		
Arthur Township (October)	\$500.00	\$500.00		
TOTAL PAYMENTS =		\$5,355.02		

Date received in County Coordinators Office: Various dates in November

**January 1, 2021 SCORE Fund balance** = \$113,199.89

Revenue: 01-391-392-0000-5332 =

Expenditure: 01-391-392-0000-6211 = \$54,954.45 Current SCORE Funds balance is = \$58,245.44

## Agenda Item #5

### **December 7, 2021**

## REQUEST FOR BOARD ACTION

	b. Origination: American Rescue Plan- Coronavirus Local Fiscal Recovery Fund
c. Estimated time: 10 minutes	d. Presenter(s): Kris McNally, Coordinator

#### e. Board action requested:

### **Resolution #\_\_\_ - 12/7/21**

**WHEREAS**, Kanabec County received the first tranche of the American Rescue Plan-Coronavirus Local Fiscal Recovery Fund on 6/1/21; and

**WHEREAS**, Kanabec County's intent is to maximize the short and long-term relief impact of these funds both internally and across our County, and

**WHRERAS**, the following expenditures have been recommended by the Kanabec County ARPA Committee for Board consideration; and

**WHEREAS**, the following items have been reviewed with Clifton Larson Allen Consultant and have received a positive opinion for their American Rescue Plan- Coronavirus Local Fiscal Recovery Fund eligibility:

- Labor, materials and inspection fees to install a generator at the Public Services Building for a backup power supply to the vaccine refrigerator in an amount not to exceed \$11,000; and
- Up to \$20,000 in additional funds for the jail camera system (project initially approved 7/6/21) due to unanticipated costs related to retrofitting an outdated system; and
- Up to \$150,000 for a technology upgrade to the audio and microphone system in the court area to bring system into ADA compliance and assist with court backlog; and
- o Up to \$3,500 for a new shredder for Public Health; and
- Up to \$7,750 for collaboration with Mora Public Schools Social Emotional Learning Program for mental health and wellness services for students; and

**BE IT RESOLVED** that the Kanabec County Board of Commissioners hereby approves the expenditures as stated using American Rescue Plan-Coronavirus Local Fiscal Recovery Funds.

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Supporting Documents: None Attached: ☑

**Date received in County Coordinators Office:** 

**Coordinators Comments:** 

## Backup power supply to vaccine refrigerator

## **Electrical Wiring Proposal**

Mattson Electric of Mora, LLC	Date_10-31-21
201 Mattson Road	Customer_Kanabec Cty
Mora, MN 55051	Address
320-679-2552	Job LocationMora
Specif	ications of Job
Price to include labor, materials, and inspection fees	
<ul> <li>Provide and install a 13 KW generator with a</li> <li>Will install the transfer switch in the electrical</li> </ul>	
<ul> <li>Will install the transfer switch in the electrica</li> <li>Will run new conduit to the fridge/ freezer lo</li> </ul>	
with run new conduit to the mage, freezer to	realion from the transfer switch
\$10,150.00	
Gas line is needed for the generator and is not include	d in the estimate
	olete the above-described electrical wiring installations in a good and () or on a time and materials basis, if no sum indicated. Payable as
The materials and workmanship furnished under this proposal shall and all state and local regulations governing such work. The price q in the above specifications shall be made in writing, and as evidence responsible or liable for any loss, damage or delay due to causes bey before this contract has been fulfilled, the full unpaid amount of the	comply with the rules and regulations set forth in the National Electrical Code tuoted includes required insurance, and permit and inspection fees. Any change of agreement, shall be signed by both parties. The contractor shall not be held and his control. If the purchaser disposes of the property by sale or otherwise contract shall become due and payable at once. All equipment and devices of one year from date of completion except as otherwise noted, or in accordance ited to the replacement of defective parts.
Respectfully submitted	ACCEPTANCE:  The above proposal and terms of payment are hereby accepted and you are authorized to the work as specified.
ContractorMattson Electric of Mora, LLC	Customer's Signature
By	Date Signed

## **Court Audio System with Prices**

Item No.	Description Control of the Control o	Quantity	Price	Amount	Category	State
	Double White Cover (Use w/R style remote controls & D style connector plates)					
CP-2		1	10.57	10.57	Audio	County
DC-2W	Desk Top Chassis for Decora, White  RDL D-HPA3 3.5W Audio Power and Headphone Amplifier	1	66.09	66.09	Audio	Gounty
D-HPA3	2 Watt Decora-Style 8 Ohm Loud		183.72	183,72	Audio	County
D-SP1A	WHITE	= .	75.74	75.74	TORS CATEGORY	
	THE A STATE OF THE	1	75.71	75.71		County
Tesira EX-AEC	Tesire 4 channel mic/line input expander with AEC and PoE+	3	1,004.57	3,013.71		County
esira EX-OUT	Tesira 4 channel mic/line output expander PoE+	2	789.87	1,579,74		County
esira EX-UBT	PoE+ AVB/USB expander with Bluetooth wireless technology	2	395.50	791.00		County
esira UTMK-1	Under table mount kit	5	39,55	197.75		County.
TesiraCONNECT TC-5D	5-port expansion device with AVB to Dante Bridging TesiraFORTE DSP fixed I/O server with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, 128 x 128 of AVB, Acoustic Edho Cancellation (AEC) technology (all 12 inputs), 2 channel VoIP and	3	904.00	2,712.00	Audio	County
esiraFORTE AVB VT	standard FXO telephone interface Six-pin Phoenix connector for use with Series Three HD, XD, and XT player GPIO	t t	2,258.87	2,258.87	Audio	County
SPIO-TB-6	interface BrightSign approved 16GB class 10 MicroSD card, Compatible with LS423.	2	2.54	5.08	Audio	County
SDHC-16C10-1** DO NOT	USHD223, HD1023, XD233, XD1033, XT243 & XT1143 players. H.265, True 4K, dual video decode, advanced HTML5 player with standard I/O package	*	21,19	21.19	Audio	County
(D234		1	330.52	330,52	Audio	County
	Saros® 6.5" 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered		and or.	333134	- statuto	County
AROS IC6T-W-T-EACH	in multiples of 2)	7	129.95	909:65	-Avetter	Animalia
N-900R	SD/USB Network Recorder with Dante Capability	t	593,25	593.25		Gounty County
	Double White Cover (Use w/R style remote controls & D style connector plates)					
CP-2		6	10.56	63.36	Audia	County
oc-2W	Desk Top Chassis for Decora, White RDL D-HPA3 3.5W Audio Power and Headphone Amplifier	6	66.09	396,54	Audio	County
HPA3	2 Walt Decora-Style 8 Ohm Loud WHITE	6	183,71	1,102.26	Audio	County
SP1A		6	75.71	454.26	Audio	County
S-24AS	24 VDC 500mA Switching Power Supply 24 Vdc Switching Power Supply Distributor (1 input to 5 supply outputs, for use	2	24.47	48.94	Audio	County
ST-PD5U	with PS-24U2/A) Mounting Bracket for STICK-ON Modules	1	81.04	81.04	Audio	County
ST-RRB1 FX-J2	Unbalanced Input Transformer	1 2	19,93 60,26	19.93 120.52		County

Item No.	Description	Quantity	Price	Amount	Category	State County
MX418D/C	MicroPlex Cardiold Desktop 18" Gooseneck Microphone with Attached 10 ft XCR Cable	9	237.30	2,135,70	Andre	County
W. W. J. O. D. L.	BODYPACK TRANSCEIVER WOMNI MIC		237.30	2,200,70	Photos	Guinty
	Bodypack Transmitter with Integrated Omnidirectional Microphone and 4-Pin Mini					
AXW1/0=-210	Connector (TA4M) (Includes one SB901 Battery) Freq Z10	2	435.05	870.10	Audio	Dounty
/XVV6/C=-Z10	BOUNDARY TRANSRECEIVER, CARDIOID	4	491.55	1,966.20	Audio	County
	8-Channel Access Point Transceiver -Z10 Frequency (10 MHz) 1920 D 1930 MHz.					
MXWAPT8=-Z10	"would need to order additional components separately"	5	2,655.50	2,655,50	Austin	Country
MXWNGS8	8-CH NETWORKED CHARGING STATION		1,384.25	1.384.25		County
VL183	Pro Omni Lavaller Mic	2	80.23	160.46		County
BAT 026-2	Two 1.2 Volt AA Rechargeable NIMH Battery	4	8.08	32.32		County
	Two-bay, drop-in charger for FM or infrared body-pack transmitters and/or			11111		Occur,
CHG 3502	receivers. IR PLUS EMITTER	2	45.99	91.98	Audio	County
	The IR E4 is not a stand alone system and requires an IR M1 modulator to					
RE4	function IR Plus IR TRANSMITTERS - MODULATOR	2	310.01	620.02	Audio	County
R M1		1	1,550.64	1,550.64		County
VIR RX22-4N	Body-pack, four-channel selectable, infrared receiver. Body-pack, 4-channel infrared receiver, 2.3/2.8/3.3/3.8 MHz. Neckloop NKL 001	3	117:46	352,38	Audio	County
VIR RX22-NKL	incuded. No batteries. No earphones	1	148.54	148.54	Audio	County
ontrol Solution (non-bundled)	Control Solution		0.00	0.00	Audio	County
C280A-R2	USB 2.0 GATS Extender R2	3	373.87	1,121.61	Audio	County
	4-Series Control System					
P4N		1	1,582.00	1,582.00	Control	County
S-1070-B-S	10.1 in. Tabletop Touch Screen, Black Smooth	2	1,695.00	3,390.00	Control	County
S-770-B-S	7 in. Tabletop Touch Screen, Black Smooth	- 1	1,130.00	1,130.00	Control	County
TERNE-RHIM-RORJ	Rock Headon-Image Senest Rack-Logo		15,80	15,60	Rack	Dounty
A STATE OF THE STA	26 Port Switch With 24 Ports PoE	100	1 10 10 10 10 10 10	10000000	020000	Carlo III
MS-2624P		1	687.04	687.04		County
61	Rank Blank Ponel 1 Rt. 1.75" Blank, Mid Atlantic		6.10	40.70		County
P-Screws	HP Rox of 100 PGS 10-32 Strews Black	2	16.78	33.56		county
BPHA, 10 PACK	LBP-1A: 10 PACK		24,92	24,92		County
PD-2415SC+NS	High Dansity Slim Power Ship 24-Dubbl 15A	2	109/84	219.66		Sounty
08P/2	QBP Senes Quiet Blower Panel		244:08	244.08	Rock	County

Item No.	Description	Quantity	Price	Amount	Category	State
UFA-8-F1	URA Shelf (1 Splice)	5	35,09	175,45	Rank	Dounty
MPS-2PP-3ST	MPS-2PP-3ST 3.5MM to 2RCA M to M Audio MLD NP 3	- 1	1.83		Audio	County
MPS-2PP-3ST	MPS-2PP-3ST 3.5MM to 2RCA M to M Audio MLD NP 3'	1	1,83		Audio	County
MPS-2PP-3ST	MPS-2PP-3ST 3.5MM to 2RCA M to M Audio MLD NP 31	16	1,83		Audio	County
MPS-2PP-3ST	MPS-2PP-3ST 3.5MM to 2RGA M to M Audio MLD NP 3*	1	1.83		Audio	County
MPS-2PP-3ST	MPS-2PP-3ST 3.5MM to 2RCA M to M Audio MLD NP 3"	1	1.83		Audio	County
MPS-2PP-3ST	MPS-2PP-3ST 3.5MM to 2RCA M to M Audio MLD NP 3	.1	1.83	1.83	Audio.	County
18-2C-P-BLK	18/02C STR BC CL3P Plenum Control Cable Black	60	0.13	7.80	Control	County
18-2C-P-BLK	18/02C STR BC CL3P Plenum Control Cable Black	1000	0.13	130.00	Control	County
18-2C-P-BLK	18/02C STR BC CL3P Plenum Control Cable Black	1200	0.13	156.00	Control	County
2-2C-PSH-BLK	Black Audio and control 22 AWG 1 pair shielded plenum	3810	0.11	419.10	Control	County
22-6C-P-BLK	Black Commercial grade general purpose 22 AWG 6 conductor plenum cable	60	0.20	12.00	Audio	County
	Double White Cover (Use w/R style remote controls & D style connector plates)					
CP-2		1	10.57	10.57	Audio	County
0C-2W	Desk Top Chassis for Decora, White	4	66:09	66.09	Audio	County
	RDL D-HPA3 3,5W Audio Power and Headphone Amplifier					10
D-HPA3		1	183.72	183.72	Audio	County
	2 Watt Decora-Style 8 Ohm Loud					
	WHITE					
-SP1A		1	75.71	75.71	Audio	County
esira EX-AEC	Tesira 4 channel mic/line input expander with AEC and PoE+	3	1.004.57	3,013.71		County
esira EX-OUT	Tesira 4 channel mic/line output expander PoE+	2	789.87	1,579,74		County
Tesira EX-UBT	PoE+ AVB/USB expander with Bluetooth wreless technology	2	395.50	791.00		County
esira UTMK-1	Under table mount kit	5	39.55	197.75		County
esiraCONNECT TC-5D	5-port expansion device with AVB to Dante Bridging	3	904.00	2,712.00		County
	TesiraFORTE DSP fixed I/O server with 12 analog inputs, 8 analog		304.00	e, rae.uu	Muulu	county
	outputs, 8 channels configurable USB audio, 128 x 128 of AVB. Acoustic					
	Echo Cancellation (AEC) technology (all 12 inputs), 2 channel VoIP and					
esiraFORTE AVB VT	standard FXO telephone interface		0.000.00	2 200 24	W. W	40-04
esitaFORTE AVB VI		- 21	2,258.87	2,258.87	Audio	County
	Six-pin Phoenix connector for use with Series Three HD, XD, and XT player GPIO		300	200		S. E.
PIO-TB-6	interface	2	2.54	5.08	Audio	County
	BrightSign approved 16GB class 10 MicroSD card, Compatible with LS423,					
SDHC-16C10-1** DO NOT	USHD223, HD1023, XD233, XD1033, XT243 & XT1143 players	1	21.19	21.19	Audio	County
	H.265, True 4K, dual video decode, advanced HTML5 player with standard I/O					
	package					
0234		1	330.52	330.52	Audio	County
	Saros/8 6.5" 2-Way In-Ceiling Speaker, White Textured, Single (must be ordered					
SAROS IC6T-W-T-EACH	in multiples of 2)	7	129.95	909,65	Audio	County
N-900R	SD/USB Network Recorder with Dante Capability	1	593.25	593.25	Audio	County
	Double White Cover (Use w/R style remote controls & D style connector plates)					
P-2		6	10.56	63.36	Audio	County
DC-2W	Desk Top Chassis for Decora, White	- 6	66.09	396.54	Audio	County

Item No.	Description	Quantity	Price	Amount	Category	State
	4-Series Control System					
CP4N		1	1,582.00	1,582.00	Control	County
TS-1070-B-S	10.1 in. Tabletop Touch Screen, Black Smooth	2	1,695.00	100 CO (100 CO)	Control	County
IS-770-B-S	7 in Tabletop Touch Screen, Black Smooth	1	1,130.00	1,130.00		County
TERNE-RHIM-RORU	Reck Header-Image Series 1 Rock-Logo	1	15.86	15.8b		County
	26 Port Switch With 24 Ports PoE			-		Section 1
AMS-2624P		4	687.04	687.04	Control	County
MPS-2PP-3ST	MPS-2PP-3ST 3.5MM to 2RCA M to M Audio MLD NP 31		1.83	1.83	Audio	County
MPS-2PP-6ST	3.5MM to 2RCA M to M Audio NP 6'		2.09	2.09	Audio	County
JSB2-AB-3ST	USB 2.0 A Male To B Male Cable 3ft.	3	2.19	6.57	Audio	County
USB2-AB-6ST	USB 2.0 A Male To B Male Cable 6ft.	6	2.44		Audio	County
	USB 3.0 A Male To B Male Cable 6ft.					
JSB3-AB-6ST		2	8,50	17.00	Audio	County
KLRP-XLRJ-6ST	Standard Series XLR Plug to Jack Audio Cable 6ft	The second second	6.87	27,48	Audio	County
18-2C-P-BLK	18/02C STR BC CL3P Plenum Control Cable Black	60	0.13	7,80	Control	County
18-2C-P-BLK	18/02C STR BC CL3P Plenum Control Cable Black	1000	0.13	130.00	Control	County
18-2C-P-BLK	18/02C STR BC CL3P Plenum Control Cable Black	1200	0.13	156.00	Control	County
22-2C-PSH-BLK	Black Audio and control 22 AWG 1 pair shielded plenum	3810	0.11	419,10	Audio	County

Item No.	Description	Quantity	Price	Amount	Category	State
THE REAL PROPERTY OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN CO	RDL D-HPA3 3.5W Audio Power and Headphone Amplifier	Generality	Prince	Amount	category	County
HPA3		8	183.71	1,102.26	Audio	County
	2 Watt Decora-Style 8 Ohm Loud					
	WHITE					
-SP1A		6	75.71	454.26	Audio	County
S-24AS	24 VDC 500mA Switching Power Supply	2	24.47	48.94	Audio	County
	24 Vdc Switching Power Supply Distributor (1 input to 5 supply outputs, for use					SALL SALES
T-P05U	with PS-24U2/A)	1	81.04	81.04	Audio	County
	Mounting Bracket for STICK-ON Modules					and the same of
T-RRB1		1	19,93	19.93	Audio	County
X-12	Unbalanced Input Transformer	2	60.26	120,52	Audio	County
	MicroFlex Cardioid Desktop 18" Gooseneck Microphone with Attached 10 ft XLR					
/X418D/C	Cable	9	237.30	2,135.70	Audio	County
	BODYPACK TRANSCEIVER W/OMNI MIC					
	Bodypack Transmitter with Integrated Omnidirectional Microphone and 4-Pin Mini					
XXV/1/O=-Z10	Connector (TA4M) (Includes one SB301 Battery) Freq Z10	2	435.05	870.10	Audio	County
MXWE/C=-Z10	BOUNDARY TRANSRECEIVER, CARDIOID	4	491.55	1,966.20	Audio	County
	8-Channel Access Point Transceiver -Z10 Frequency (10 MHz) 1920 D 1930 MHz					
/XWAPT8=-Z10	"would need to order additional components separately"		2,655,50	2,655.50	World	County
XWNCS8	8-CH NETWORKED CHARGING STATION	*	1,384.25	1,384.25		County
VL 183	Pro Omni Laveller Mic	2	80.23	160.46		County
AT 026-2	Two 1.2 Volt AA Rechargeable NiMH Battery	4	8.08	32.32		County
	Two-bay, drop-in charger for FM or infrared body-pack transmitters and/or	-	(6100)	24.24	Audio	County
HG 3502	receivers.	2	45.99	91.98	Acres	County
	IR PLUS EMITTER		1000	21.00	nadic	County
	The IR E4 is not a stand alone system and requires an IR M1 modulator to					
RE4	function	2	310.01	620.02	Audio	County
	IR Plus		310.01	520.02	- Muldio	County
	IR TRANSMITTERS - MODULATOR					
EM9		9	1,550.64	1,550.64	Audio	County
/IR RX22-4N	Body-pack, four-channel selectable, infrared receiver	3	117.46	352.38		County
	Body-pack, 4-channel, infrared receiver, 2:3/2:8/3.3/3:8 MHz. Neckloop NKL 001				111	
VIR RX22-NKL	incuded. No batteries. No earphones.	4	148.54	148.54	Audio	County
ontrol Solution (non-bundled)	Control Solution		0.00		Audio	County
280A-R2	USB 2.0 CAT5 Extender R2	3	373.87	1,121.61		County

#### **Collaboration with Mora Public Schools**

Proposal for American Recovery Act Funds – Mental Health & Wellness **Purpose:** 

In collaboration with Mora High School, the Better Together Coalition, would like to request funds to enhance the SEL curriculum Mora Schools has recently began using.

Mora Schools has implemented the Character Strong curriculum through K -12. Character Strong is an evidence based Social Emotion Learning and Character Development Curriculum. Throughout the year, students learn Self-awareness, self-management, social awareness, relationship skills, responsible decision making, as well as patience, kindness, honesty, respect, commitment, humility, forgiveness and selflessness. To learn more about Character Strong <a href="mailto:click.nee">click here.</a>

In addition to this curriculum the school social workers would like to bring in an outside speaker to further enhance the messages being taught. Speaker <u>Joe Beckman</u>, has fifteen years of experience and spoken in educational settings all over the world. His mission to simply "reclaim human connect". The pandemic has unfortunately has worsen individuals self-worth, loneliness, and sense of belonging has hurt our students. Joe's message reinforces the importance of connection, kindness, empathy and the importance of positive mental wellness.

Often when speakers come in, they leave and little follow up is provided. With the SEL Character Strong curriculum his messages would continue to be shared and implemented through our weekly programing.

In addition, late last school year, a Mental Health Awareness Youth Group was formed. Time together was limited but there was a lot of student engagement. This year the group is committed to meeting once each month, provide peer training, creating a positive school culture around mental health/suicide, work to break mental health and suicide stigma, and learning more about mental health and wellness by connecting with community organizations.

Funding for this project ranges from \$5k - \$10k depending on duration of student engagement. If funding is preliminarily approved our group will reach out to determine the exact cost.



# **PRICE QUOTATION**

CLIENT:

Mora

CONTACT:

Sarah Ellstrom

PHONE:

(320) 679-6220 extension 5022

EMAIL:

sellstrom@moraschools.org

DATE OF QUOTE: 11/22/21

PREPARED BY:

Mark Horbinski

DATE OF EVENT:

3/15/2022

ITEM	Description	Qty	Unit	Extend
Live event	Full day on 3/15/2022	1	\$5500	\$5500
Live event	Community event on 3/15/2022	1	\$1500	\$1500
	Travel and lodging (estimated)	1 - 3	\$750	\$750
			TOTAL	\$7750

NOTES

## Agenda Item #6

**December 7, 2021** 

## REQUEST FOR BOARD ACTION

a. Subject: Proposed FY2022 Budget and Levy	b. Origination: County Coordinator's Office
c. Estimated time: 10 minutes	d. Presenter(s): Kris McNally, Coordinator

#### e. Board action requested:

Review proposed final FY2022 budget and levy.

f.	В	a	C	k	a	r	0	u	n	d	ŀ
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Supporting Documents: None Attached: ☑

**Date received in County Coordinators Office:** 

**Coordinators Comments:** 

Increase since last discussion stems from review and subsequent wage adjustments to applicable jailer/dispatcher job descriptions.

2022 BUDGET						2022 from				
SUMMARY	2021	Net Budgets	2	2022 Expend	2	022 Receipts		und Balance	2022	Net Budget
Assessor	\$	489,836	\$	582,554	\$	99,750			\$	482,804
Attorney	\$	578,518	\$	839,141	\$	171,900	\$	-	\$	667,241
Auditor/Treasurer										
Office	\$	561,411	\$	666,327	\$	45,600			\$	620,727
Elections	\$	71,640	\$	96,950	\$	600		40.075	\$	96,350
Mainframe Expenses  Auditor/Treasurer Total	\$	85,342 <b>718,393</b>	\$	155,409	\$	22,231	\$	40,875	¢	92,303 <b>809,380</b>
Commissioners	\$	183,509	\$	184,705	\$	-			\$	184,705
Coordinator	\$	455,121	\$	719,591	\$	71,025	\$	150,325	\$	498,241
Court Administration	\$	37,500	\$	37,000	\$	-	\$	-	\$	37,000
Law Library Culture & Recreation	\$	(3,000) 8,750	\$	9,000	\$	12,000	\$	-	\$	(3,000) 11,000
E Central Reg Library	\$	161,681	\$	169,209	\$	-	Ψ		\$	169,209
Extension	\$	85,161	\$	88,369	\$	-			\$	88,369
Information Systems	\$	409,916	\$	616,495	\$	43,592			\$	572,903
Probation										
Office	\$	369,395	\$	507,731	\$	162,217 10.000			\$	345,514
Probation Fees  Probation Total	Þ	-	Þ	10,000	Ф	10,000			Ф	-
Public Works										
Building Maintenance	\$	603,556	\$	901,929	\$	57,038	\$	230,000	\$	614,891
Environmental Services										
Office Water Plan	\$	105,623	\$	229,775 15,071	\$	107,218 15,071			\$ \$	122,557
Wetlands	\$	-	\$	25,103	\$	25,103			\$	-
Shorelands	\$	-	\$	4,090	\$	4,090			\$	-
ISTS	\$	-	\$	18,600	\$	18,600			\$	-
Env. Services Total	\$	105,623			_		_		\$	122,557
Sanitation	\$	7,500	\$	127,423 5,500	\$	87,115	\$	40,308 3,000	\$	<u>-</u> 2,500
Surveyor Public Works Total	Þ	7,500	Þ	5,500	Þ	-	4	3,000	<u> </u>	2,300
Recorder	\$	39,533	\$	243,650	\$	170,100	\$	-	\$	73,550
Sheriff										
Law Enforcement	\$	1,621,095	\$	2,935,177	\$	1,009,233	\$	100,000	\$	1,825,944
Boat & Water Snowmobile	\$		\$	3,895 4,410	\$	3,895 4,410	\$		\$	
ATV	\$		\$	3,154	\$	3,154	\$		\$	
Reserves	\$	-	\$	8,000	\$	8,000	\$	-	\$	-
Coroner	\$	40,000	\$	40,000	\$	-	\$	-	\$	40,000
Emergency Mmgt	\$	17,056	\$	34,202	\$	17,056	\$		\$	17,146
Jail/Dispatch. E-911 System	\$	3,052,663	\$	3,335,766 180.000	\$	146,056 180,000	\$	-	\$	3,189,710
Sheriff's Total	-	4,730,814	Ψ	100,000	Ψ	100,000			\$	5,072,800
Transit	\$	(0)	\$	1,064,493	\$	1,064,493	\$	-	\$	-
Unallocated	\$	(2,026,160)	\$	727,142	\$	2,860,016	\$	-	\$	(2,132,874)
Veteran's Services	\$	107,790	\$	143,008	\$	13,000	\$	3,000	\$	127,008
Revenue Fund Totals	\$	7,063,436	\$	14,743,869	\$	6,432,563	\$	567,508	\$	7,743,798
Road & Bridge Fund	\$	1,933,361	\$	7,372,189	\$	4,955,612	\$	618,075	\$	1,798,502
Family Services Fund	\$	2,258,822	\$	6,346,205	\$	4,080,900	\$	<del>-</del>	\$	2,265,305
Community Health Fund	\$	393,091	\$	3,064,301	\$	2,652,277	\$	200,000	\$	212,024
EDA Fund	\$	150,000	\$	168,200	\$	8,200	\$	10,000	\$	150,000
Railroad Authority	\$	917	\$	1,025	\$	100	\$	-	\$	925
Bond Fund	\$	1,034,024	\$	1,040,314	\$	-	\$	-	\$	1,040,314
Net Levy 2021:	\$	12,833,651	\$	32,736,103	\$	18,129,652	\$	1,395,583	\$	13,210,868
						NET	LE	VY 2022=		13,210,868
2020 CPA= \$1,194,206										
2021 CPA= \$1,191,242							R	EVISION DATE:	11/18/21	
2022 CPA= \$ 1,183,396				Current % =	2.94	1%				