



Kanabec County Board of Commissioners

Regular Meeting Agenda The Meeting of September 21, 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: 2486 911 9760

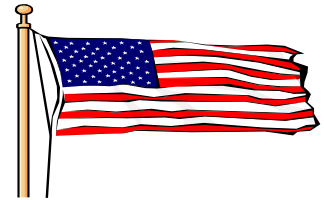
Video Meeting link: <https://kanabeccounty.webex.com/kanabeccounty/j.php?MTID=m2ef6f7383387b538deceffab7a1ca929>

Meeting number: 2486 911 9760

Password: UPm3a3hj76w

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.

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

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

*I pledge allegiance to the flag
of the United States of America,
and to the Republic for which it stands:
one nation under God, indivisible
with Liberty and Justice for all*

- 9:00am a. Pledge of Allegiance
b. Agenda approval
- 9:05am Recess county board to a time immediately following the FSB.
FAMILY SERVICES BOARD
- 9:30am Lucas Athey, Career Probation Agent- 25 Years of Service Award
- 9:40am Todd Eustice, Probation Director- Request Approval for Agreement for .5 Bed at Lino Lakes Juvenile Detention Center
- 9:55am Lisa Blowers, I.S. Director- Request Approval to Hire a Temporary Employee to Help Cover a Vacancy
- 10:10am Erica Bliss, V.S.O. – Request Approval for QPR Train the Trainer License Agreement
- 10:20am Denise Snyder, Auditor/Treasurer- Request Approval for Cost Allocation Service Agreement
- 10:30am Public Comment

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

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10:45am Recess county board to a time immediately following the DRAINAGE AUTHORITY MEETING.

DRAINAGE AUTHORITY MEETING

11:15am Chad Gramentz, Public Works

Other business to be conducted as time is available:

1. Minutes
2. Paid Bills
3. Regular Bills
 - a. Revenue Fund
 - b. Road & Bridge Fund
4. Certify the FY2022 Preliminary Budget and Maximum Tax Levy
5. Future Agenda Items
6. Discuss any other matters that may come before the County Board

ADJOURN

Kanabec County Family Services

905 East Forest Avenue, Suite 150
Mora, MN 55051
Phone: 320-679-6350
Fax: 320-679-6351

Kanabec County Family Services Board Agenda September 21, 2021 9:05 a.m.

- 1. Agenda Approval** **Pg. 1**
- 2. Director's Report** **Pg. 2**
 - Staffing – nothing to report
 - Senior Services
 - Homeless Program
 - Ongoing Number of Children in Placement
- 3. Presentation: Tim Dahlberg, Financial/Child Support Sup. –MFIP Biennial Service Agreement**
- 4. MFIP County Biennial Service Agreement**
 - Action requested
 - See attached Agreement and resolution**Pg. 3-21**
- 5. MFIP-DWP Agreement with Central MN Jobs & Training Services**
 - Action requested
 - See attached Agreement and resolution**Pg. 22-32**
- 6. IVD Interagency Cooperative Agreement**
 - Action requested
 - See attached Agreement and resolution**Pg. 33-68**
- 7. Revised Recovering Hope Agreement for Outpatient Treatment**
 - Action requested
 - See attached Agreement and resolution**Pg. 69-77**
- 8.**
- 9. Welfare Fund Report**
 - See attached report**Pg. 78**
- 10. Financial Report**
 - See attached report**Pg. 79-80**
- 11. Abstract Approval**
 - See attached abstract and board vendor paid list**Pg. 81-84**
- 12. Other Business**
- 13. Adjourn**

Family Service Director's Report

September, 2021

Staffing

Nothing to report at this time.

Senior Services

For all financial assistance programs a person over 65 still needs to meet income requirements. This would include Medicaid (Medical Assistance), housing and other support programs including SNAP. Any senior is eligible for Vulnerable Adult and referral services. Family Services will provide any senior with a MN Choice assessment to help identify needs and eligibility for programs. We have been working on increasing our senior services to better help connect people to resources no matter their income or resources.

Homeless Program

We do not have a large enough number of persons in need to be eligible or be awarded any standalone grants for Homelessness. For years we have partnered with Lakes and Pines to give assistance under grants they have been awarded to service a larger area with more documented needs. Other organizations are also used to assist in finding housing and meet needs. By working with other groups we can access services and programs we alone could not fiscally provide.

.Ongoing Update on Number of Children in Placement

Last month we had 19 children in our care in out of home placements. We have 15 children in care this month compared to 10 last year for the same month.



2022-2023 County MFIP Biennial Service Agreement

January 1, 2022 - December 31, 2023

Page 1 of 18

Enter the county's unique ID number 

Contact Information

COUNTY/CONSORTIUM NAME

Kanabec

PLAN YEAR

2022-2023

CONTACT PERSON

Timothy Dahlberg

TITLE

Financial Assistance and Child Support Supervisor

ADDRESS

905 Forest Ave E, Suite 150

CITY

Mora

STATE

MN

ZIP CODE

55051

PHONE NUMBER

320-679-6350

EMAIL ADDRESS (where correspondence related to this form will be sent)

timd9002@co.kanabec.mn.us

CONFIRM EMAIL ADDRESS

timd9002@co.kanabec.mn.us 

**Note: Please review the 2022-2023 MFIP Biennial Service Agreement
Bulletin for more details before you complete this document.**

A. Needs Statement

1. Identify challenges in financial assistance services that are prohibiting you from properly serving MFIP/DWP families in your community.

A big challenge we continue to face is keeping up with program changes. We are a small financial assistance unit and each of our staff works in essentially all programs. This can make it difficult to stay on top of program changes for each program and ensure we are administering programs correctly.

The problem we've seen the most at this time would likely be the difficulty we've had with cooperation from program recipients. The waivers put in place during the public health emergency have helped ensure continued program eligibility, but cooperation and connection with recipients has lessened.

9394 characters remaining

2. Identify challenges in employment services that are prohibiting you from properly serving MFIP/DWP families in your community.

The Governor's Executive Orders' restrictions, including a stay-at-home order during PY20, made it difficult for jobseekers to participate in an active job search. Additionally, many CMJTS and CareerForce locations were temporarily closed to in-person meetings. There are many factors impacting program participants and their willingness to seek employment during a pandemic. Participants are nervous about returning to work. There is a real fear of contracting the Coronavirus. Mental or physical health issues are having some individuals second-guess if they are job-ready or even want to return to the workforce. And workers with young children need to stay home to care for kids due to limited childcare and hybrid schooling. The Peacetime Emergency and the Governor's Executive Orders led to the commissioner temporarily ordering that MFIP participants could not be sanctioned for failing to attend overview and meetings, submit paperwork, or comply with other specific requirements. Although the waivers were necessary and understood by CMJTS staff, they ultimately hurt program participation and client engagement. With the distribution of vaccines, the return to in-person services, and peacetime emergency waivers ending, employment services anticipate much greater participation in job search, training, and other work-related activities.

Serving the "hard to serve" requires increased staff time spent administering staff-assisted assessments, job search coaching, individualized plan development, and making referrals to community-based organizations for those needing additional resources to address challenges. For example, caseloads in the county are manageable, but the more significant needs of the participants served do require more intensive one-on-one time. And even though MFIP and DWP are intended to focus on work, in reality, the program provides little funds to help participants prepare for and obtain good jobs. Instead, employment specialists often focus on documenting and measuring participation in a limited number of allowed and countable activities.

~~Additionally, local medical professionals do not fully understand MFIP Employment Services and how providers can support and help enrolled~~

7466 characters remaining

3. Identify the strengths in your community that you are most proud of that benefit MFIP/DWP families.

We have a number of partnership resources in our community that our families can access. One of the things we are most proud of is the annual Operation Community Connect event that we participate in. This is a one day event held at our elementary school during MEA break. Community resources and providers have booths that are available to answer questions for our families. Many community members also donate items for families at this event.

We have a number of involved community organizations that are receptive to helping our families. We have our local community action council agency near our office which is a common resource we refer our families in need to. Our children's social services department is also very helpful to families as they run an annual school supply drive and provide ongoing support to families.

From the beginning of the enrollment process, CMJTS Employment Specialists (ES) believe in an individualized approach to serving program participants. The ES provides support for participants and guides individuals through difficult times, helping maintain the positive momentum that will result in eventual self-sufficiency. By blending and braiding many funding streams like WIOA Adult, Opioids the Minnesota Initiative (OMNI), Women's Economic Stability Act, and Pathways to Prosperity to serve the entire family, CMJTS improves participant and family outcomes. In addition, co-enrolling participants into programs increase the opportunity for MFIP and DWP participants to benefit from training that leads to careers that show strong demand for workers and pay self-sufficient wages.

CMJTS is a Proud Partner of CareerForce, and we have several locations across central Minnesota to serve our participants' job search needs. For those still resistant to meet in person, the ES accommodates their needs via virtual meetings, over the phone, and through technology.

~~The CMJTS ES has a strong knowledge of local community resources that may be particularly important for sustaining program success. If a~~

7744 characters remaining

A. Needs Statement (continued)**4. What strengths and resources do you have available to address the needs of your participants?**

Please **check all** the resources available to participants in your service area and check whether the resource is available within MFIP financial or employment services "in-house" or from a partner organization (county resources with developed connections to MFIP), and/or an external community resource or both. If you lack sufficient resources in your area, check the Resource Gaps column, even if there are some resource sources. Add any "other" resources that you consider necessary.

MFIP Resources	Partner Resources	Community Resources	Resource Gaps	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	ABE/GED
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Adult/elder services
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Career planning
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Childcare funds
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Chemical health services
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Computer lab access
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Credit counseling/financial literacy
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	English Language Learner (ELL)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Food shelf
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Housing assistance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Job club
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Job development
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Job placement
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Job retention
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Job search workshops
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mental health services
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	On-the-job training program
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Post-secondary education planning
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Short-term training
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Supported work / paid work experience
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Transportation assistance (gas cards, bus cards)
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Vehicle repair funds
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Volunteer opportunities
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Youth program
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other

5. County Program Contact Information

Please name contacts for the following programs if different from the contact on the cover page. You only need to give a person's phone and email once.

MFIP EMPLOYMENT SERVICES STAFF CONTACT NAME

Monica Moore

PHONE NUMBER

320-679-6491

EMAIL ADDRESS

mmoore@cmjts.org

DWP STAFF CONTACT NAME

Monica Moore

PHONE NUMBER

320-679-6491

EMAIL ADDRESS

mmoore@cmjts.org

FINANCIAL ASSISTANCE SERVICES STAFF CONTACT NAME

Tim Dahlberg

PHONE NUMBER

320-679-6360

EMAIL ADDRESS

timd9002@co.kanabec.mn.us

A. Needs Statement (continued)**6. Employment Services Provider(s) Information**

Statute 256J.50, subdivision 8: Each county, or group of counties working cooperatively, shall make available to participants the choice of at least two employment and training service providers as defined under Minnesota Statutes, section 256J.49, subdivision 4, except in counties contracting with CareerForce Centers that use multiple employment and training services or that offer multiple services options under a collaborative effort and can document that participants have choice among employment and training services designed to meet specialized needs.

List your current employment services provider(s) and check the respective box to indicate which population served. If a CareerForce Center is the only employment services provider, list the multiple employment and training services among which participants can choose. Section G of this form addresses provider choice.

NAME

ADDRESS

Central Minnesota Jobs and Training Ser

406 East 7th Street, Monticello, MN 55362

CONTACT PERSON

PHONE NUMBER

EMAIL

Dina Wuornos

612-325-1652

dwuornos@cmjts.org

Population Served

MFIP ES



DWP ES



FSS



Teen Parents



200% FPG

B. Service Models

Minnesota Family Investment Program (MFIP) and the Diversionary Work Program (DWP)

1. Do you have culturally specific employment services for different racial/ethnic groups?

☒ No ☐ Yes

- ☐ African American ☐ African immigrant ☐ Asian American ☐ Asian immigrant
☐ American Indian ☐ Hispanic/Latino ☐ Other

2. What strategies do you use for hard-to-engage participants? *Check all that apply.*

- ☒ Home visits ☒ Sanction outreach services ☐ Incentives
☒ Off-site meeting opportunities ☐ Other

3. What types of job development do you do? *Check all that apply.*

- ☐ Sector job development ☒ Individual job development ☐ Other

4. Do you have an ongoing job development partnership or sector based job development with community employers to help participants with employment?

☐ No ☒ Yes *Check all activities employers provide.*

- ☒ Interview opportunities ☒ Job skills training ☒ Job placement ☒ Job shadowing ☒ On-site job training
☒ Work experience ☒ Helps plan training programs ☐ Other

5. Do you provide job retention services to employed participants while they are receiving MFIP?

☐ No ☒ Yes *Check all that apply.*

- ☒ Available to assist with issues that develop on the job ☒ Financial planning ☒ Soft skills training
☒ Mentoring ☒ Transportation ☒ Personal contact with the employee
☐ Other

HOW OFTEN? as often as needed

How long do you provide job retention services?

☐ Less than 3 months ☒ 3-6 months ☐ 7-12 months ☐ More than one year

6. Do you provide job advancement services to employed participants?

☐ No ☒ Yes *Check all that apply.*

- ☒ Career laddering ☒ Networking ☒ Coaching/mentoring ☒ Ongoing job search
☒ Education/training ☐ Other

7. Do you utilize any career pathways programs or skill assessment and credentialing programs for your participants?

☐ No ☒ Yes *Check all that apply.*

- ☒ Pathways to Prosperity (P2P) ☐ Work Keys ☐ National Career Readiness Certificate (NCRC)
☐ Other

B. Service Models (continued)**Family Stabilization Services (FSS)**

1. Do you have professionals available to assist with FSS cases?

☐ No ☒ Yes *Check all that apply*

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Adult Mental Health professional | <input checked="" type="checkbox"/> Psychologist | <input type="checkbox"/> Adult Rehabilitation Mental Health Services (ARMHS) worker |
| <input checked="" type="checkbox"/> Public Health Nurse | <input type="checkbox"/> Chemical Health professional | <input checked="" type="checkbox"/> Social Worker |
| <input checked="" type="checkbox"/> Children's Mental Health professional | <input type="checkbox"/> Vocational Rehabilitation worker | <input type="checkbox"/> Other |

2. Do you make referrals for children of FSS participants?

☐ No ☒ Yes *Check all that apply*

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> Children's Mental Health Services | <input checked="" type="checkbox"/> Public Health Nurse home visiting services | <input checked="" type="checkbox"/> Child Wellness Check-ups |
| <input checked="" type="checkbox"/> Women, Infants and Children Program (WIC) | <input type="checkbox"/> Other | |

3. Are any of these services for children offered to non-FSS families?

☐ No ☒ Yes

Services for families no longer on MFIP/DWP but under 200% of Federal Poverty Guideline

1. Do you provide services to families recently receiving MFIP/DWP or families at risk of receiving MFIP or diversionary work program but are under 200% of the Federal Poverty Guideline (FPG)?

☐ No ☒ Yes *Check all the services that apply*

- | | | | |
|---|--|---|---|
| <input checked="" type="checkbox"/> ABE/ELL Classes | <input checked="" type="checkbox"/> Job retention services | <input type="checkbox"/> Child care | <input checked="" type="checkbox"/> Referral to other programs |
| <input checked="" type="checkbox"/> Computer Lab Access | <input type="checkbox"/> Support Services | <input checked="" type="checkbox"/> GED | <input checked="" type="checkbox"/> Training/Job Skills Classes |
| <input checked="" type="checkbox"/> Job postings | <input type="checkbox"/> Other | | |

2. Do you serve families not recently on MFIP/DWP that are under 200% of the Federal Poverty Guideline (FPG)?

☐ No ☐ Yes

DESCRIBE

3. Do you provide services to Non-Custodial Parents (NCPs) that are under 200% of the Federal Poverty Guideline (FPG)?

☐ No ☐ Yes

DESCRIBE

4. Describe the process you have in place to verify income below 200% FPG for participants that are not on MFIP or DWP.

☐ MAXIS ☐ Proxy ☐ Other

B. Service Models (continued)**Minnesota Family Investment Program (MFIP) Services for Teen Parents**

1. Are there specialized workers who work primarily with teens (for example, child care worker provides child care resources to teens only)?

☐ No ☒ Yes *Check all that apply for each age group*

Minors (under age 18)	Age 18/19	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Financial worker
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Employment service worker
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Social worker (Social Services)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Public health nurse
<input type="checkbox"/>	<input type="checkbox"/>	Child care worker
<input type="checkbox"/>	<input type="checkbox"/>	Child protection worker
<input type="checkbox"/>	<input type="checkbox"/>	Other job role

2. Is there a single point of contact for teens, that is, one staff with primary responsibility for keeping in contact with the teen, working with the teen, and making connections to other services? Respond for each age group separately. If yes for an age group, check the one position that serves this function within that age group.

☐ No ☒ Yes

Minors (under age 18)

- ☐ Financial worker
☐ Employment service worker
☒ Social worker (Social Services)
☐ Public health nurse
☐ Child care worker
☐ Child protection worker
☐ Other job role

Age 18/19

- ☐ Financial worker
☒ Employment service worker
☐ Social worker (Social Services)
☐ Public health nurse
☐ Child care worker
☐ Child protection worker
☐ Other job role

3. Does your county have an active partnership with the local public health agency to get teen parents enrolled and engaged in public health nurse home visiting services? *Check one for each age group.*

Minors (under age 18)

- ☐ Yes, mandatory
☒ Yes, voluntary
☐ No

Age 18/19

- ☐ Yes, mandatory
☒ Yes, voluntary
☐ No

C. Measures

Performance Measures

1. Performance-based funding is determined by a service area's annualized Self-Support Index value. Review the information and report links in this section to see the effect of performance on funding and reporting, based on Statute 256J.626, subdivision 7.

Each year a bonus to a service area's Consolidated Fund allocation will be based on its performance on the Self-Support Index in the previous April to March year.

The **three-year Self-Support Index (S-SI)**: This measure starts with all adults receiving MFIP or DWP cash assistance in a quarter and tracks what percentage of them, three years later, are no longer receiving family cash assistance or are working an average of 30 hours a week if still receiving cash assistance. Those who left MFIP after reaching 60 counted months and those who left due to 100 percent sanction are only counted as a success if they worked an average of 30 hours per week in their last month of eligibility or if they began receiving Supplemental Security Income (SSI) after family cash assistance ended. To provide fair comparisons across service areas, DHS calculates a "Range of Expected Performance" for the S-SI that is based on local caseload characteristics and economic conditions. The service area's Self-Support Index value is whether the service area was above, within, or below its expected Range.

The S-SI and Range are annualized for the four quarters in the April through March year ending in the reporting year before the funding year. See the annualized report on the MFIP Reports page on the DHS website for 2021 <https://edocs.dhs.state.mn.us/lfsrserver/Public/DHS-4651H-ENG>. A service area with an annualized S-SI "above" its customized Range of Expected Performance for 2021 will receive a 2.5 percent bonus added to its Consolidated Fund allocation for calendar year 2022.

[Minnesota Family Investment Program 2021 Annualized Self-Support Index \(PDF\)](#)

If your service area is receiving a bonus, congratulations! Please share a success strategy here:

Our service area did receive a bonus this year. What is at the heart of our success is how closely county staff work with CMJTS staff. Staff are always just a phone call or email away for follow up on cases. We also meet once a month in person to run through situations and to all get on the same page. Prioritizing communication has worked well for us.

In Kanabec County, the county financial workers, financial worker supervisor, and the CMJTS ES, come together for a regular "MFIP Team Meeting." Additional county staff, including child protection, mental health, child support, public health, and fraud are also encouraged to attend. Prior to each MFIP Team Meeting, the financial worker supervisor will run a MAXIS report for all active MFIP cases. This report is then share with all of the team members that plan to attend the meeting. The MFIP Team Meeting then becomes an opportunity to share information and ensure that all involved parties are on the same page for each client. Conversations surrounding problem-solving and service enhancement can then occur. This "wraparound" approach to service delivery helps to ensure all parties are able to assist the client to the fullest extent as they move toward success.

8763 characters remaining

If your service area performed "above" or "within," you can go to item 2.

If your service area performed "below" for two consecutive years, you will have to **negotiate a multi-year improvement plan** with the commissioner. If no improvement is shown by the end of the multiyear plan, the next year's allocation must be decreased by 2.5 percent, to remain in effect until the service area performs within or above its Range of Expected Performance.

C. Measures (continued)

Racial/Ethnic Disparities

2. A **racial/ethnic disparity** is defined as a one-year Self Support Index that is five or more percentage points lower for a non-white racial/ethnic group than for the white group of MFIP/DWP-eligible adults in the county or consortium. The report "The Annual Summaries for counties of the Self Support and Work Participation performance measures" <https://edocs.dhs.state.mn.us/lfsrserver/Public/DHS-4214AG-ENG> on the MFIP Reports page includes a list of service areas that have a racial/ethnic disparity requiring action. (If your county has a disparity but data are missing for quarters with cell size too small to report, contact benjamin.jaques-leslie@state.mn.us to get the unpublished counts and percentage gaps.)

[MFIP Performance Measures by Racial/Ethnic or Immigrant Group, and by County or Tribal Provider July - September 2020 \(PDF\)](#).

If your county or consortium is *not* in the list, skip the following question.

What strategies and action steps for each of the groups with disparities do you plan for the coming biennium to reduce these disparities?

Kanabec County does not fall within the racial/ethnic or immigration group of this measure.

9908 characters remaining

D. Program Monitoring/Compliance

1. What procedures do you have in place to ensure that program funds are being used appropriately as directed in law? *Check all that apply.*

- ☒ Budget control procedures for approving expenditures
- ☒ Cash management procedures for ensuring program income is used for permitted activities
- ☒ Internal policies around use of funds, i.e. participant support services
- ☐ Other

2. What procedures do you have in place to ensure program policies are followed and applied accurately? *Check all that apply.*

- ☒ Case consultation
- ☒ Sample case review by workers
- ☒ Sample case review by supervisors
- ☐ Other

If your service area has not made changes to your random drug testing policy since the last BSA, go to Section E.

3. What procedures/policies do you have in place for administering random drug tests of convicted drug felons on MFIP as required by Minnesota Statutes, section 256J.26, subdivision 1?

- ☐ Written policy within the MFIP unit
- ☐ Coordination with Corrections
- ☐ Currently establishing new policy/procedure(s)
- ☐ Other

E. Collaboration and Communication with Others

1. How many employment services front-line staff are employed in your county or consortium?

How many employment services front-line staff in your county or consortium have MAXIS access?

How many managers/supervisors have MAXIS access?

2. Describe the process your service area uses to identify and resolve discrepancies between MAXIS and WF1 data in areas such as Family Stabilization Services coding, employment/hours, sanction status, etc.

Written status updates and verbal communication between the county eligibility workers, employment specialists, and direct supervisors of both staff remain frequent. The ES has monthly preliminary data meetings with the Financial Assistance Supervisor and with MFIP workers to discuss cases one-on-one, including any discrepancies between MAXIS and WF1. During the preliminary data meeting, staff works together to verify MAXIS coding and WF1 activity hours and check for differences between the two systems. The FSS mismatch report is also reviewed. MAXIS data and WF1 work hours are compared for each customer on the preliminary report. Other factors and information is used as is found helpful in determining and reaching participation hours. MAXIS and WF1 data validation is further enhanced by frequent interactions between team members throughout the month, made easy through the proximity of CMJTS ES staff and the Kanabec County Family Services buildings/offices.

Additionally, it is shared with the other if the EW or ES receives documentation of participation hours, such as paystubs. ES will place all job search and readiness documentation, unpaid employment, education and training, and other activity hours into WF1 weekly, bi-weekly, or monthly as required.

6724 characters remaining

F. Emergency Services

1. Does your county provide emergency or crisis services from your Consolidated Fund?

☐ No ☒ Yes

If your service area has made changes to your emergency services policy since the last BSA, submit your emergency/crisis plan:

"Kanabec County Crisis Funds"
Eligibility Guidelines

County Crisis Funds are a capped county allocation. When the allocation has been used in its entirety, further funding will not be available until the next allocation. Emergency Assistance Statute 256j.48 repealed 2003 special session.

I. BASIC ELIGIBILITY FACTORS

The assistance unit must meet one of the definitions below of family:

- a. A minor child (under the age of 18) or a group of minor children related to each other as siblings, half-siblings, step-siblings, or adopted siblings, along with their natural, step- or adoptive parent(s) or relative caregiver(s).
- b. A pregnant woman who is in her third trimester, who is not a minor and has no other eligible children and her spouse, if living with her.
- c. A minor caregiver's parent(s) who has no other minor children.
- d. A minor caregiver and child.

At least one adult and one child of the assistance unit must have resided in Kanabec County for at least thirty days. Proof of residence is required at time of application.

Citizenship requirements of the MFIP program must be met.

The family unit (one adult and one child) must not have used the following in the past 365 days from any County in Minnesota:

- a. Emergency Assistance
- b. County Crisis Funds
- c. Emergency General Assistance
- d. Emergency Minnesota Supplemental Aid

A household member's refusing employment or refusing training for employment without good cause must not have caused the emergency.

The assistance unit must be in compliance with Employment Services, Child Support and Financial Assistance. The family must access any and all available income resources.

County Crisis Funds must resolve the crisis, not postpone it.

County Crisis Funds will be approved for the most cost-effective solution.

County Crisis Fund eligibility will be determined for the applicant's initial request(s), and will not be available again until at least 18 months have passed from the date of application. Crisis funds must not have been accessed in any other Minnesota County during the previous 18 months.

When a determination is made that the assistance unit's mismanagement of money caused the crisis, the county may require the assistance unit to cooperate with vendor, protective, or two-party payments for an indefinite period of time.

If there is a history of money mismanagement that is known to the agency, it is possible money mismanagement will be grounds for denial.

Money mismanagement is defined as:

- a. Repeated inability to plan the use of income to meet necessary expenditures.
- b. Repeated observation that a child is not properly fed or clothed.
- c. Repeated failure to meet obligations for rent, utilities, food and other essentials.
- d. Evictions or a repeated incurrence of debts or lost or stolen checks.

Authority MS 256j.39 subdivision 2.

County Crisis Funds are not available for a crisis resulting from fraud or misrepresentation on the part of any assistance unit member.

The assistance unit's gross income must be at or below 200% FPG at the time of application. This includes all persons living in that assistance unit.

The household must have enough ongoing income to meet all of their expenses. A request may be denied if the household has exorbitant non basic need bills ongoing that they cannot sustain.

3898 characters remaining

G. Other

Administrative Cap Waiver

Minnesota Family Investment Program (MFIP) allows counties to request a waiver of the MFIP administrative cap (currently at 7.5%) for providing supported employment, uncompensated work or community work experience program for a major segment of the county's MFIP population. Counties that are operating such a program may request up to 15% administrative costs.

If your county is interested in applying for the waiver for the coming biennium, please complete the following four questions.

1. Describe the activity(s) you will provide.

4000 characters remaining

2. Explain the reasons for the increased administrative cost.

4000 characters remaining

3. Describe the target population and number of people expected to be served.

4000 characters remaining

4. Describe how the unpaid work experience is designed to impart skills and what steps are taken to help participants move from unpaid work to paid work.

4000 characters remaining

G. Other (continued)**Addendum for Unpaid Work Experience Activities**

If your county is providing unpaid work experience activities for MFIP participants and you don't already have an Injury Protection Plan (IPP) in place, please click on eDocs to find any IPP forms that may be needed. Email the completed form to tria.chang@state.mn.us

Provider Choice

Does your county:

- ☐ Have at least two employment and training services providers. Go to Section H.
- ☒ Have a CareerForce center that provides multiple employment and training services, offers multiple services options under a collaborative effort and can document that participants have choice among employment and training services designed to meet specialized needs. Go to Section H.
- ☐ Intend to submit a financial hardship request.

G. Other (continued)**Financial Hardship Request****FINANCIAL HARDSHIP - Exception to Choice of Employment Service Providers Requirement**

MFIP provisions require counties to make a choice of at least two employment service providers available to participants unless a workforce center is being utilized (Minnesota Statutes, section 256J.50, subdivision 8). Counties may request an exception if meeting this requirement results in a financial hardship (Minnesota Statutes, section 256J.50, subdivision 9).

A financial hardship is defined as a county's inability to provide the minimum level of service for all programs if a disproportionate amount of the MFIP consolidated fund must be used to cover the costs of purchasing employment services from two providers or the cost of contracting with a workforce center.

To request approval of a financial hardship exception from the choice of provider requirement, please provide the following information.

1. If the county had a choice of providers in calendar year 2019, describe:
 - factors that have changed which indicate a financial hardship
 - why the hardship is expected to persist in the near future and
 - the magnitude of the hardship, which makes limiting delivery of employment services the best financial option for the county.

2000 characters remaining

2. Summarize options explored by the county, including use of other partners in a workforce center or other community agencies, such as a Community Action Program or a technical college. The summary should also include:
 - major factors which prevent the county from utilizing these options and include a cost analysis of each option considered; and
 - the process used to determine the cost of other options (RFP or other county process).

2000 characters remaining

3. If the county proposes to directly deliver MFIP employment services, provide a budget and staffing plan that clearly indicates consolidated funds will not be used to supplant county funds. The description should include information about what steps will be taken to ensure that county staff have the experience and skills to deliver employment services.

2000 characters remaining

Financial Hardship requests will be reviewed by The Department of Human Services (DHS) and the Department of Employment and Economic (DEED) leadership. DHS and DEED will also review the amount budgeted by the county for employment and training during calendar year 2021 and use this amount as a guide to determine whether the amount budgeted by the county for calendar year 2022 is reasonable.

If a financial hardship is approved, DHS and DEED will closely monitor county programs to ensure outcomes are achieved and services are being delivered consistent with state law. For additional info or if you have questions please email Pamela McCauley.

County MFIP Biennial Service Agreement

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H. Budget

Click on the link below to review your service area's 2020 MFIP allocation and Federal Funding Sources:

[MFIP Consolidated Fund \(PDF\)](#)

In the budget table, indicate the amount and percentage for each item listed for the budget line items for calendar years 2022-2023. Also note:

- Refer to the 2022-23 Minnesota Family Investment Program (MFIP) Biennial Service Agreement (BSA) Guidelines Bulletin section, "Allowable Services under MFIP Consolidated Fund."
- Total percent must equal 100.
- MFIP administration is capped at 7.5 percent unless the county is approved for an administrative cap waiver. To apply for the administrative cap waiver, respond to the questions in Section G under Administrative Cap Waiver.
- The percentage of Employment Services DWP budget should be significantly less than, the Employment Services MFIP budget.
- Income maintenance administration is reasonable in comparison to the whole budget.
- Ensure the Emergency Assistance/Crisis Services plan is included if funds are allocated.
- If "other" is used, briefly state or describe the line item. "Other" expenditures include any costs that are not related to administering MFIP, DWP or Emergency program services or atypical costs. All services must be an allowable service under the MFIP Consolidated Fund.
- Email Brandon Riley at brandon.riley@state.mn.us, if you need assistance or have questions with the budget section.

2022 Budget

Budgeted Amount	Percent	Line Items
39,771.00	17.32%	Employment Services (DWP)
125,960.00	54.85%	Employment Services (MFIP)
12,000.00	5.23%	Emergency Services/Crisis Fund
17,221.00	7.50%	Administration (cap at 7.5%)
24,908.00	10.85%	Income Maintenance Administration
	0.00%	Incentives (Include the total amount of funds budgeted for participant incentives but don't include support services here)
	0.00%	Under 200% Services
	0.00%	Capital Expenditures
9,766.00	4.25%	Other 1 ES Support Service Items
	0.00%	Other 2
\$229,626.00	100.00%	Total

2023 Budget

Budgeted Amount	Percent	Line Items
39,771.00	17.32%	Employment Services (DWP)
125,960.00	54.85%	Employment Services (MFIP)
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	0.00%	Capital Expenditures
9,766.00	4.25%	Other 1 ES Support Service Items
	0.00%	Other 2
\$229,626.00	100.00%	Total

Certifications and Assurances

Public Input

Prior to submission, did the county solicit public input for at least 30 days on the contents of the agreement?

☐ No ☒ Yes

Was public input received?

☒ No ☐ Yes

If received but not used, please explain.

4000 characters remaining

Assurances

It is understood and agreed by the county board that funds granted pursuant to this service agreement will be expended for the purposes outlined in Minnesota Statutes, section 256J; that the commissioner of the Minnesota Department of Human Services (hereafter department) has the authority to review and monitor compliance with the service agreement, that documentation of compliance will be available for audit; that the county shall make reasonable efforts to comply with all MFIP requirements, including efforts to identify and apply for available state and federal funding for services within the limits of available funding; and that the county agrees to operate MFIP in accordance with state law and federal law and guidance from the department.

Counties may use the funds for any allowable expenditures under subdivision 2, including case management outlined in Minnesota Statutes, section 256J.

This allocation is funded with 8% state funds and 92% federal TANF funds and paid quarterly.

Federal funds. Payments are to be made from federal funds. If at any time such funds become unavailable, this Agreement shall be terminated immediately upon written notice of such fact by STATE to County. In the event of such termination, County shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

1. **Pass-through requirements.** County acknowledges that, if it is a subrecipient of federal funds under this Agreement, County may be subject to certain compliance obligations. County can view a table of these obligations in the [Health and Human Services Grants Policy Statement](#), Exhibit 3 on page II-3. To the degree federal funds are used in this contract, STATE and County agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.332 (Requirements for pass-through entities) and [2 C.F.R. §§ 200.501-521 \(Subpart F – Audit Requirements\)](#). Counties (and all tiers of sub grantees) must comply with the U.S. Office of Management and Budget (OMB) Uniform Grant Guidance, Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable (including modifications) in the administration of all DHS federally funded grants. https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl. General Terms and Conditions for the Administration of Children & Families awards can be found here: [General Terms and Conditions \(hhs.gov\)](#), and are incorporated into this agreement by reference. Terms and Conditions specific to TANF funds can be found here: [TANF Official Terms & Conditions for State and County](#).
Kanabec

(Must match the name associated with the DUNS number.)

3. *County's Data Universal Numbering System (DUNS) number:*

The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities and must match GRANTEE's name.

County MFIP Biennial Service Agreement

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4. *Federal Award Identification Number (FAIN):* 2201MNTANF and 2301MNTANF
5. *Federal Award Date:* October 1, 2022 (projected) (The date of the award to the MN Dept. of Human Services.)
6. *Period of Performance:* Start date: **January 1, 2022.** End date: **December 31, 2023.**
7. *Budget period start and end date:* January 1, 2022 – December 31, 2023
8. *Amount of federal funds:*
- A. Total Amount Awarded to DHS for this project: \$103,290,000 (projected)
- B. Total Amount Awarded by DHS for this project to county named above: See Budget Table in Section H of this Agreement.
9. *Federal Award Project description:* Temporary Assistance for Needy Families (TANF)
10. *Name:*
- A. Federal Awarding Agency: Administration for Children and Families
- B. MN Dept. of Human Services (DHS)
- C. Contact information of DHS's awarding official: Jovon Perry, Jovon.perry@state.mn.us
11. *CFDA Number & Name:* Payments are to be made from federal funds obtained by STATE through Catalog of Federal Domestic Assistance (CFDA) No. 93.558 (TANF)
12. Is this federal award related to research and development?: ☐ Yes ☒ No
13. Indirect Cost Rate for this federal award is: up to 15% (including if the *de minimis* rate is charged.)
14. Closeout terms and conditions for this federal award: County shall close-out its use of funds under this agreement by complying with the closeout procedures in [2 C.F.R. § 200.343](#). County's obligations shall not end until all close-out requirements are completed. Terms specific to tangible personal property purchased with federal funds can be found here: [Property Guidance | The Administration for Children and Families \(hhs.gov\)](#).

Service Agreement Certification

- ☐ Checking this box certifies that this 2022-2023 MFIP Biennial Service Agreement has been prepared as required and approved by the county board(s) under the provisions of Minnesota Statutes, section 256J. In the box below, state the name of the chair of the county board of commissioners or authorized designee, their mailing address and the name of the county.

DATE OF CERTIFICATION	NAME (CHAIR OR DESIGNEE)	COUNTY
<input type="text"/>	<input type="text"/>	<input type="text"/>
MAILING ADDRESS	CITY	STATE
<input type="text"/>	<input type="text"/>	<input type="text"/>
		ZIP CODE
		<input type="text"/>

If your county agency is unable to complete your BSA by October 15, 2021 you will need to request an extension by clicking on the button below. Please provide additional information about why you were not able to complete this form.

Save or Submit

To save your work, click the 'Save Form for Later' button. Your information will be saved, and you may finish the form later.

To submit your information to DHS, click the 'Submit Final Form' button.

Resolution #HS - 9/21/21
MFIP Biennial Service Agreement Plan Resolution

WHEREAS, the Minnesota Family Investment Program (MFIP), Minn. Stat. §256J.626, subd. 4, requires counties to have an approved service agreement to receive consolidated funds, and

WHEREAS, the primary purpose of the service agreement is to assess statewide efforts toward the goal of “economic stability for low income families” under MFIP, and

WHEREAS, Kanabec County Family Services has completed, posted and presented a Plan for submission to the Minnesota Department of Human Services.

THEREFORE BE IT RESOLVED to approve the Minnesota Family Investment Program 2022-2023 Biennial Service Agreement.

AGREEMENT TO PROVIDE MFIP/DWP SERVICES BETWEEN
KANABEC COUNTY AND
CENTRAL MINNESOTA JOBS & TRAINING SERVICES, INC.
JANUARY 1, 2022 TO DECEMBER 31, 2022

CFDA # 93.558 - MFIP

AGREEMENT

This Agreement is made and entered into by and between **KANABEC County**, hereinafter referred to as the "COUNTY", and

Central Minnesota Jobs and Training Services, Inc.

406 7th Street East, PO Box 720

Monticello, Minnesota 55362

Social Security or Federal Identification Number: 41-1484048

Minnesota State Tax Identification Number: 2073311,

hereinafter referred to as the "PROVIDER."

WITNESSETH:

WHEREAS, Funds have been made available to the COUNTY through the Minnesota Department of Human Services for the purpose of providing services authorized under Minnesota Family Investment Program (MFIP), The Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, and Minnesota Statutes 256J.49-256J.78, and Diversionary Work Program (DWP)2003 Minnesota State Statutes 256J.95 Diversionary Work Program; DHS Bulletin 04-11-01 dated January 9, 2004 and Bulletin 04-69-05 dated April 12, 2004; and

WHEREAS, The PROVIDER represents itself to the COUNTY as qualified to perform the services herein agreed to, and

WHEREAS, The COUNTY is desirous of entering into an agreement with the PROVIDER for the provision of said services;

NOW, THEREFORE, In consideration of the premises, and the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

1. PROGRAM: The foregoing recitals are made part of this service agreement by reference. The PROVIDER shall implement the MFIP/DWP Plan, attached as Exhibit A, which is incorporated herein by reference as a part of this service agreement.

2. DUTIES AND PAYMENT: The PROVIDER is hereby authorized to expend funds for MFIP/DWP in accordance with the following:

a. The available funds listed herein coincide with the MFIP/DWP contract executed for Program Year 2022 (January 1, 2022 to December 31, 2022). The total amount for the MFIP/DWP program for this service agreement is the total allocated for the time period of January 1, 2022 to December 31, 2022. The available funds for this agreement shall not exceed \$192,718.00 with no more than 7.5% of that amount being used for Administration, see Budget, Exhibit B.

b. Payment: The COUNTY shall make reimbursement to the PROVIDER for program expenditures upon receipt of a monthly itemized invoice specifying the costs incurred by the PROVIDER during the previous month. Such monthly invoices shall be due and payable at intervals specified on the invoice, except that the COUNTY shall not reimburse for any costs incurred which are not in accordance with the Budget attached hereto as Exhibit B and applicable federal, State and COUNTY regulations and policies.

c. Settlement: Payment of the actual cost of performing services under this service agreement will be determined as part of an annual settlement at completion of the service period set forth in section 3, below. Payments above (or below) actual costs will be settled to zero in accordance with applicable uniform grant guidance, federal and state laws and policies, and generally accepted accounting principles.

3. TERM OF AGREEMENT: This service agreement shall be effective on January 1, 2022 and shall remain in effect until December 31, 2022, or until all obligations set forth in this service agreement have been satisfactorily fulfilled, whichever occurs first. This agreement may, at the option of the parties hereto, be extended for an additional one-year term after the final termination date.

4. TERMINATION: If, at any time, funds in support of this service agreement become unavailable, this service agreement shall be terminated immediately upon a 30 calendar day written notice of such fact by the COUNTY to the PROVIDER. In the event of such termination, the PROVIDER shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

a. Termination for Convenience: Either party to this service agreement may request a termination for convenience. The party will give a 30-calendar day advance notice, in writing, of the effective date of the termination. The PROVIDER shall be entitled to receive just and equitable compensation for any services satisfactorily performed hereunder through the date of the termination.

b. Termination for Cause: The COUNTY shall terminate the service agreement when it is determined the PROVIDER has failed to provide any of the services specified or has failed to

comply with any of the provisions contained in this service agreement. If the PROVIDER fails to perform in whole or in part under this service agreement, or fails to make sufficient progress so as to endanger performance, the COUNTY will notify the PROVIDER of such unsatisfactory performance in writing. The PROVIDER will have ten-(10) working days in which to respond with a plan to correct the deficiencies agreeable to the COUNTY. If the PROVIDER does not respond to the COUNTY with an appropriate corrective action plan, the COUNTY will notify the PROVIDER of immediate termination of the service agreement. In the event of such termination, the COUNTY shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of the service agreement.

5. DISPUTES:

a. The PROVIDER agrees to attempt to resolve disputes arising from the service agreement by administrative process and negotiation in lieu of litigation. Continued performance during disputes is assured.

b. Any dispute concerning a question of fact arising under this service agreement which is not settled by informal means shall be decided by the COUNTY'S Health and Human Services Director or designee, who shall furnish the PROVIDER with a written decision.

c. The PROVIDER will be allowed the opportunity to offer evidence and be heard in appeal of the COUNTY'S decision. Pending final decision, the PROVIDER shall proceed in performance of this service agreement in accordance with the COUNTY'S initial decision.

d. This DISPUTES clause does not preclude consideration of law questions in connection with decisions provided above provided that nothing in this service agreement shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

6. GRIEVANCE PROCEDURE: The PROVIDER will follow the grievance procedure established by the County and the Department of Human Services to resolve issues between the PROVIDER and the program participants.

7. RECORDS AND REPORTS: The PROVIDER will maintain records, books, documents and other evidence and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs and activities of any nature supported by funds under this service agreement. Such records, including participant information, shall be maintained for six years after the submission of the final report by the PROVIDER, or the COUNTY makes the final payment, whichever is later, for audit purposes. Such records will be considered the property of the COUNTY.

The PROVIDER agrees that authorized representatives of the COUNTY, state and federal agencies will, during regular business hours and as often as such authorized representatives deem necessary, have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, which are pertinent and involve transactions relating to this service agreement.

The PROVIDER further agrees to submit in a timely fashion all program reports and corrective actions as may be required by program regulations and COUNTY policies or as a result of monitoring activities.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the six-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular six-year period, whichever is later.

8. LIABILITY:

a. Bonding: The PROVIDER shall obtain and maintain, at all times during the term of this service agreement, a fidelity bond in an amount not less than \$ 250,000, covering the activities of all persons authorized to receive or distribute monies. Written verification of such bond shall be furnished to the COUNTY prior to the execution of this service agreement.

b. Indemnity: The PROVIDER agrees to defend, indemnify and hold the COUNTY, its officers and employees harmless from any liability, claims, damages, costs, judgments or expenses, including attorney's fees, resulting directly or indirectly from an act or omission of the PROVIDER, its agents, employees or contractors in the performance of the services provided by this service agreement and against all loss by reason of the failure of the PROVIDER to perform, in any respect, all obligations under this service agreement.

c. Insurance: The PROVIDER further agrees that it will at all times during the term of this service agreement have and keep in force:

1. A single limit or combined limit or excess umbrella general liability insurance policy of an amount not less than \$2,000,000 General Liability Insurance minimum limits are \$500,000 per claimant, \$1,500,000 per occurrence, \$1,500,000 annual aggregate.
2. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, in an amount not less than \$200,000 per accident for property damage, \$200,000 for bodily injury and/or damages to any one person, and \$200,000 for total bodily injuries and/or damages arising from any one accident. –OR- a Combined Single Limit \$200,000 per occurrence. The PROVIDER does not transport customers at any time for any reason.
3. Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days' prior notice thereof to the COUNTY.
4. Workers' Compensation Insurance, if applicable as required by state statute.

The PROVIDER will furnish the COUNTY certificates of bonding and insurance prior to the effective date of this service agreement.

The COUNTY may withhold payment for failure of the PROVIDER to furnish certificates of bonding and insurance as required above.

In the event that claims or lawsuits shall arise jointly against the PROVIDER and the COUNTY, and the COUNTY elects to present its own defense using its own counsel, in addition to or as opposed to legal representation available by the insurance carrier providing general liability coverage in c.1. and/or automobile liability in c.2. above, then such legal expense shall be borne by the COUNTY.

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The PROVIDER'S liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.732, et seq., and other applicable law.

The COUNTY'S liability shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466, and other applicable law. This clause shall not be construed to bar legal remedies one party may have for the other party's failure to fulfill its obligations under this service agreement.

9. INDEPENDENT CONTRACTOR That at all times and for all purposes hereunder, Provider shall be an independent Contractor and is not an employee of the COUNTY for any purpose. No statement contained in this Agreement shall be construed so as to find PROVIDER to be an employee of the COUNTY, and PROVIDER shall not be entitled to any of the rights, privileges, or benefits of employees of the COUNTY, including but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;

PROVIDER acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due PROVIDER and that it is PROVIDER'S sole obligation to comply with the applicable provisions of all federal and state tax laws;

PROVIDER shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein;

PROVIDER is responsible for hiring sufficient workers to perform the services/duties required by this contract, withholding their taxes, and paying all other employment tax obligations on their behalf;

10. SPECIAL ADMINISTRATIVE PROVISIONS: The PROVIDER agrees to administer the program in accordance with authorizing legislation, as amended, and the regulations and guidelines promulgated thereunder. The PROVIDER also agrees to comply with other applicable federal and state laws. In the event that these laws, regulations or policies are amended at any time during the term of this service agreement, the PROVIDER shall comply with such amended laws, regulations or guidelines.

a. Audits: The PROVIDER agrees to have an annual audit in accordance with uniform grant

guidance "Audits of Institutions of Higher Education and Other Non-Profit Organizations", as these circulars apply to the PROVIDER. The COUNTY agrees to submit to the PROVIDER, prior to the audit activity, a report which specifies the amount of federal and state funds which comprise the total payments made to the PROVIDER. A copy of the audit shall be provided to the COUNTY upon its completion, but in no event later than 12 months after the end of the PROVIDER'S fiscal year.

b. Program Standards: The PROVIDER agrees to comply with uniform grant guidance, as those circulars relate to its particular agency in the utilization of funds, the operation of programs and the maintenance of records, books, accounts and other documents under the authorizing legislation, as amended.

The PROVIDER also agrees to comply with the sections of the Code of Federal Regulations relevant to the program(s) covered under this service agreement, as well as all State Instructional Bulletins and policies, as amended. The COUNTY agrees to provide access to the PROVIDER copies of the applicable circulars, laws and regulations under which these funds are granted.

c. Non-Discrimination Statement: The PROVIDER will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination on grounds of race, color or national origin, and applies to any program or activity receiving federal financial aid.
2. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination because of race, color, religion, sex or national origin and applies to all employers, including state and local governments, public and private employment agencies and labor organizations. Any employment and training program sponsor or contractor which falls within one of these definitions would, of course, be covered by Title VII.
3. The Rehabilitation Act of 1973, as amended, which generally prohibits discrimination on the basis of handicap in all federally-funded programs.
4. The Age Discrimination in Employment Act of 1967, as amended, which generally prohibits discrimination on the basis of age against persons 40 years of age and over.
5. The Equal Pay Act of 1963 amends the Fair Labor Standards Act and which generally provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for doing the same work.
6. Title IX of the Education Amendments of 1972, as amended, generally provides that no person shall, on the basis of sex, be excluded from participation, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, intercollegiate, club or intramural athletics offered and no recipient shall provide any such athletics separately on such basis.

7. The Age Discrimination Act of 1975, as amended, prohibits unreasonable discrimination on the basis of age in programs or activities receiving federal financial assistance.
 8. The Americans with Disabilities Act of 1990 (P.L. 101-336), as amended, which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications.
- d. Affirmative Action: (If applicable) The PROVIDER certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36.
 - e. The PROVIDER agrees to comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal or federally assisted programs.
 - f. The PROVIDER agrees that program participants shall not be employed in the construction, operation or maintenance of that direct part of any facility, which is used for religious instructions or worship.
 - g. The PROVIDER agrees to comply with the provisions of Chapter 15, Title 5 of the United States Code with regard to political activity.
 - h. The PROVIDER further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals", (as defined in 13.02, subd. 5 of that statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this service agreement.
 - i. The PROVIDER agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and any applicable Environmental Protection Agency regulations.
 - j. The PROVIDER agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
11. VOTER REGISTRATION: The PROVIDER shall provide non-partisan voter registration services and assistance; using forms provided by the Secretary of State, to employees of the PROVIDER, program participants and the public as required by Minnesota Statutes, Section 201.162 (1990).
 12. ASSIGNMENT: The PROVIDER shall neither assign nor transfer any rights or obligations under this service agreement without prior written consent of the COUNTY. The provisions of this service agreement applicable to the PROVIDER shall also be applicable to subgrants made by the PROVIDER from funds obtained under this service agreement.

13. **PREGRANT COSTS:** Costs incurred from 30 days prior to the effective date of this service agreement, which were in anticipation of this award and specifically authorized and approved in writing by the COUNTY, are allowable costs to the extent that they would have been allowable had they been incurred after the effective date of this service agreement.

14. **MODIFICATIONS:** Any modifications to this service agreement shall be in writing and shall be executed by the same parties who executed the original service agreement, or their successors in office.

15. **DEBARMENT AND SUSPENSION CERTIFICATION:** (If applicable) The PROVIDER agrees to follow the President's Executive Order 12549 and the implementing regulation "Nonprocurement Debarment and Suspension; Notice and Final Rule and Interim Final Rule," found in Federal Register Vol. 53, No. 102, May 26, 1988, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions"; unless excluded by law or regulation.

16. **LOBBYING CERTIFICATION AND DISCLOSURE:** (If applicable) The PROVIDER shall comply with Interim Final Rule, New Restrictions on Lobbying, found in Federal Register Vol. 55, No. 38, February 26, 1990, and any permanent Rules that are adopted in place of the Interim Rule. The Interim Rule requires the PROVIDER to certify as to their lobbying activity. The Interim Final Rule implements section 319 of Public Law 101-121. Section 319 generally prohibits recipients of Federal contracts, grants and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a specific contract, grant or loan.

17. **MAINTENANCE OF EFFORT:** The PROVIDER agrees that the level of services, activities and expenditures it has devoted to similar services prior to the initiation of this service agreement will be continued and not reduced in any way as a result of this service agreement except for reductions unrelated to the provisions or purposes herein stated.

18. **CONFLICT OF INTEREST:** The PROVIDER assures that no person under its employ, who presently exercises any administrative responsibilities under this program, has any personal, financial interest, direct or indirect, in this service agreement. Further, no person having such a conflicting interest shall be employed under this service agreement. Any such conflict of interest must be disclosed in writing to the COUNTY.

19. **CODE OF CONDUCT:** The PROVIDER assures proper conduct on the part of its employees and understands the effects of U.S. Code, Title 18, Sec. 665, which states, in effect:

a. Whoever being an officer, director, agent, or employee of, or connected in any capacity with any agency receiving financial assistance under federal grants knowingly hires or enrolls an ineligible individual or individuals, embezzles, willfully misapplies, steals, or obtains by fraud any of the monies, funds, assets, or property which are the subject of a grant or contract of assistance shall be fined not more than \$10,000 or imprisoned for not more than two years, or both; but if the amount so embezzled, misapplied, stolen, or obtained by fraud does not exceed \$100, such person shall be fined not more than \$1000 or imprisoned not more than 1 year, or both.

b. Whoever, by threat or by procuring dismissal of any person from employment or refusal to employ or refusal to renew a contract of employment in connection with a grant or contract of assistance under federal grants, induces any persons to give up any money or thing of value to any person (including such COUNTY agency) shall be fined not more than \$1000 or imprisoned not more than 1 year, or both.

c. Any person who willfully obstructs or impedes or endeavors to obstruct or impede, an investigation or inquiry under the authorizing legislation of this service agreement or, the regulations thereunder, shall be punished by a fine of not more than \$5000, or by imprisonment for not more than 1 year, or both.

20. GRANT CLOSE-OUT: No costs are to be incurred under this grant after (December 31, 2022) for MFIP/DWP. Within 90 days of the completion of the grant, the PROVIDER shall comply with all close-out or auditing procedures established by the COUNTY.

21. PROPERTY: All purchases of consumable supplies or materials, capital equipment and or services made pursuant to this service agreement shall be made by purchase order or by written contract.

All items of nonexpendable property acquired by the PROVIDER with funds awarded under this service agreement shall be considered capital equipment and shall be inventoried as property of the State. An item of property shall be considered capital equipment if it meets any or all of the following: (a) has a unit cost of not less than \$5,000.00 or has a service life in excess of one year, regardless of cost; (b) is either complete within itself or is a major component of another item of property; (c) by definition cannot be described either as supplies or materials; (d) will not be consumed or lose its identity.

IN WITNESS WHEREOF, COUNTY and PROVIDER have signed this service agreement to be executed based on the County Board action:

FOR THE PROVIDER

SIGNATURE: _____

TITLE: Central Minnesota Jobs and Training Services, Inc. Chief Executive Officer

DATE: _____

SIGNATURE: _____

TITLE: Central Minnesota Jobs and Training Services, Inc. WDB CHAIRPERSON

DATE: _____

FOR THE COUNTY

SIGNATURE: _____

TITLE: KANABEC COUNTY ATTORNEY

DATE: _____

SIGNATURE: _____

TITLE: CHAIR, KANABEC COUNTY BOARD

DATE: _____

ATTEST

SIGNATURE: _____

TITLE: KANABEC COUNTY FAMILY SERVICES DIRECTOR

DATE: _____

County-11/17

Resolution # FS 9/21/21
Central MN Jobs and Training
Agreement and Budget Resolution

WHEREAS, Kanabec County Family Services has contracted with Central Minnesota Jobs and Training (CMJTS) for employment and training services for cash and assistance clientele, and

WHEREAS, Central Minnesota Jobs and Training has submitted an annual budget and Agreement for 2022; and

WHEREAS, the Kanabec County Human Services Director is recommending approving contracting with Central Minnesota Jobs and Training in 2022 for employment and training services and approving the budget and Agreement they have submitted;

THEREFORE BE IT RESOLVED the Kanabec County Human Services Board approves contracting with Central Minnesota Jobs and Training for employment and training services and approves the 2022 budget and Agreement submitted.

State of Minnesota – County
Child Support Program
Interagency Cooperative Agreement

CY 2022-2023

STATE OF MINNESOTA-COUNTY INTERAGENCY COOPERATIVE AGREEMENT
COVERING THE ADMINISTRATION OF CHILD SUPPORT,
ESTABLISHMENT OF PATERNITY, AND MEDICAL SUPPORT LIABILITY PROGRAMS
BY AND BETWEEN:

The Minnesota Department of Human Services, Child Support Division

and

Kanabec County

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**CY 2022-2023 STATE OF MINNESOTA-COUNTY INTERAGENCY
COOPERATIVE AGREEMENT COVERING THE ADMINISTRATION OF CHILD SUPPORT,
ESTABLISHMENT OF PATERNITY, AND MEDICAL SUPPORT LIABILITY PROGRAMS
BY AND BETWEEN:**

The Minnesota Department of Human Services, Child Support Division

And

Kanabec County

THIS INTERAGENCY COOPERATIVE AGREEMENT (hereinafter referred to as "Cooperative Agreement") is made and entered into for the period of January 1, 2022, through December 31, 2023, by and between the Minnesota Department of Human Services, Child Support Division, hereinafter referred to as "STATE," and the Governing Board of Kanabec County (hereinafter referred to as "COUNTY") and its designated Child Support Office (hereinafter referred to as "County IV-D Agency or IV-D Agency"). STATE and COUNTY are hereinafter collectively referred to as "the Parties".

RECITALS

WHEREAS, STATE is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59;

WHEREAS, COUNTY is empowered to enter into interagency agreements pursuant to Minnesota Statutes, section 471.59;

WHEREAS, the County IV-D Agency is responsible for local operation of child support services under Minnesota Statutes, section 393.07, subdivision 3; and

WHEREAS, the above-referenced entities wish to enter into this Cooperative Agreement to set forth their respective responsibilities in providing services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act, 42 United States Code (U.S.C.), sections 651 through 699b; and enter this agreement to meet the requirements of 45 Code of Federal Regulations (C.F.R.), sections 303.107 and 302.34.

NOW, THEREFORE, in consideration of the mutual responsibilities and agreements hereinafter set forth, the STATE and the COUNTY agree as follows:

COOPERATIVE AGREEMENT

1. Definitions. The following definitions apply to the terms used in this Cooperative Agreement unless the context clearly requires otherwise:

1.1 Administrative Instructions. Administrative instructions are from the STATE to the COUNTY on administrative or financial matters.

- 1.2 Business Day.** Business day means a day on which STATE offices are open for regular business.
- 1.3 Calendar Day.** Calendar day means each day shown on the calendar, including weekends and holidays.
- 1.4 Central Registry.** The Central Registry is the STATE unit of government responsible for receiving, disseminating, and overseeing the processing of all incoming interstate IV-D cases.
- 1.5 Cooperating Agency.** A Cooperating Agency is the County Sheriff or County Attorney who provides child support services for the COUNTY pursuant to a Cooperative Arrangement. “Cooperating Agencies” refers to both the County Sheriff and the County Attorney.
- 1.6 Cooperative Arrangement.** A Cooperative Arrangement is the standard template, which is paired to the Cooperative Agreement as **Attachment A**. This standard template must be used by the COUNTY when securing services from the County Attorney and the County Sheriff for the operation of the IV-D Program.
- 1.7 Cooperative Agreement Manager.** The Cooperative Agreement Manager is the contact person for each of the parties. The STATE’s Cooperative Agreement Manager is the official contact with the COUNTY and is responsible for enforcing provisions of the Cooperative Agreement and assuring the provisions are carried out by the COUNTY.
- 1.8 Cooperative Agreement Review Committee (CARC).** The CARC shall be responsible for representing the COUNTY and County Attorney offices in seeking policy dispute resolution under the Cooperative Agreement and Cooperative Arrangement. The CARC members are appointed by the STATE Child Support Division (CSD) Director, in consultation with Counties and County Attorneys, and shall be comprised of three County Directors and three County Attorneys.
- 1.9 County Attorney.** Minnesota County Attorney means the attorney under Minnesota Statutes, chapter 388 and section 393.11, subdivision 2, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.10 County Sheriff.** Minnesota County Sheriff means the sheriff under Minnesota Statutes, chapter 387, who is employed by or contracted under a Cooperative Arrangement by the governing board of the COUNTY to provide support enforcement services specified under this Cooperative Agreement.
- 1.11 Governing Board of a County.** The Governing Board of a County means the governing body of the local unit of government responsible for the administration of public welfare programs and services, including child support, in the county or multi-county area. This may include County Boards, organized under Minnesota Statutes, chapter 375; local social service agencies, organized under Minnesota Statutes, chapter 393; Hospital Commissions, as empowered by Minnesota Statutes, chapter 393; Human Services Boards, organized under Minnesota Statutes, chapter 402; Service Delivery Authorities, organized under Minnesota Statutes, chapter 402A; or

any other local unit of government which is responsible for the administration of child support enforcement services for the local area.

1.12 IV-D Program. The Minnesota programs provided for by Title IV-D of the federal Social Security Act, 42 C.F.R., sections 651 through 699b, in accordance with the language of Minnesota Statutes, sections 256.741 and Minnesota Statutes, chapter 518A and other state and federal statutes, federal regulations, and controlling court cases in effect during the term of this Cooperative Agreement.

1.13 Participant. A participant is an IV-D case participant, including an individual that is listed as a case member in an open IV-D support case.

1.14 Parties. The collective Parties, STATE and COUNTY.

1.15 PRISM. "PRISM" means the Providing Resources to Improve Support in Minnesota system, the statewide child support database and associated programming, which the STATE owns and maintains.

1.16 Program Instructions. Program Instructions are directives from the STATE to the COUNTY on how to follow federal and state law and regulations.

1.17 IV-D Program Requirements. IV-D Program Requirements are the state and federal law requirements of the IV-D program.

1.18 State Disbursement Unit (SDU). "SDU" means the State Disbursement Unit responsible for centralized receipt and distribution of child support and other support-related payments. The SDU includes the activities and staff at the Minnesota Child Support Payment Center (CSPC), located in St. Paul, Minnesota.

1.19 User Documentation. User documentation is material contained in STATE's eMilo and SIR MILO websites and available at www.dhssir.cty.dhs.state.mn.us/PRISM.

2. Appointment of Cooperative Agreement Manager. Each of the parties shall have a Cooperative Agreement Manager. The STATE's Cooperative Agreement Manager is the Child Support Division (CSD) Division Deputy Director or designee. The COUNTY's Cooperative Agreement Manager is the individual responsible for administration of the Cooperative Agreement as designated by the Governing Board of the COUNTY.

2.1 Contact Information for Cooperative Agreement Managers.

STATE: Michele Schreifels, Deputy Director Michele.Schreifels@state.mn.us, CSD, 444 Lafayette, 3S, St. Paul, MN, 55155, 651-431-6406, or successor

COUNTY Cooperative Agreement manager or successor: Name, Phone, E-mail, Address:

Timothy Dahlberg	(320) 679-6360	tim.dahlberg@co.kanabec.mn.us
Name	Phone	Email
905 Forest Ave E, Suite 150, Mora MN 55051		
Street Address, Office #, City, State, Zip		

3. COUNTY's Duties and Responsibilities. The COUNTY shall:

3.1 General Requirements. Implement and administer the responsibilities specified in this Cooperative Agreement pursuant to the requirements of the IV-D Program. The COUNTY agrees that the functions performed and services provided or purchased by the COUNTY, as specified in this Cooperative Agreement, shall be in accordance with applicable state and federal law, User documentation, STATE and federal Office of Child Support Enforcement (OCSE) published material and correspondence, county messages, state and federally approved corrective action plans, and fiscal audits as applicable. Unless otherwise stated, on-line manuals take precedence over paper manuals.

3.1.1 Policy Conflict. If the STATE issues any of the following items that bring existing policy into question, the COUNTY has ninety (90) calendar days from the date of issuance of the policy or court decision (or 90 calendar days from the date a bill becomes law) to make a written objection to the legal risk associated with the new or changed policy, direction, or law:

- new or changed policy;
- new or changed procedures;
- newly published Court decisions; or
- newly published state or federal law.

Once the STATE receives the written objection, the STATE shall meet with the COUNTY and any other relevant stakeholders. The stakeholders shall attempt to resolve the objection informally. The STATE may agree to reimburse the COUNTY for costs arising from adhering to the STATE's policy or direction as described in section 11.2.3 without resorting to the procedural requirements of section 11. Within thirty (30) days of meeting with COUNTY, the STATE will issue a determination.

Notwithstanding the procedural requirements of section 11, if the Parties do not agree upon an informal resolution, the COUNTY may utilize the formal dispute resolution procedure identified in Section 11.2.

3.2 Provide Services. Provide all appropriate IV-D Program services. These services include, but are not limited to, case intake and assessment; establishment of paternity; location of absent parents; establishment of enforceable basic support obligations; enforcement of payment of child and spousal support obligations; and establishment and enforcement of medical and child care support obligations.

3.2.1 Provide Customer Service. Provide direct customer service by responding to all inquiries from IV-D participants and the general public, including those inquiries related to centralized child support services. The COUNTY shall respond to participant inquiries and complaints referred from the STATE according to the policies and procedure outlined in section 3.1.

3.3 Hold Harmless. Except as provided in section 3.1.1, each Party is responsible for its own acts or omissions while performing the services described in this Cooperative Agreement.

3.4 Cooperative Arrangements. Establish and maintain written Cooperative Arrangements between the COUNTY and other county officials who have a statutory obligation pursuant to 45 C.F.R., section 302.34 to cooperate with the STATE and COUNTY as necessary to provide services required under the IV-D Program in compliance with this Cooperative Agreement.

Counties, County Attorneys, and County Sheriffs must use the standard Cooperative Arrangement, named as **Attachment A**, to ensure statewide uniformity and meet minimum federal requirements in accordance with 45 C.F.R., section 303.107. Administrative reimbursement is available for services provided under a Cooperative Arrangement for the calendar quarter during which the Parties execute the Cooperative Arrangement and for subsequent calendar quarters that the Cooperative Arrangement is in effect. If no signed Cooperative Arrangement is in place for a calendar quarter, no federal reimbursement is available for that calendar quarter.

Submit copies of the signed Cooperative Arrangements to the Child Support Division by February 28, 2022. The STATE must review the Cooperative Arrangements and notify the COUNTY within twenty (20) business days if the Cooperative Arrangement, on its face, fails to meet the minimum specifications required under S policy.

COUNTY shall provide a signed copy of each Cooperative Arrangement to the Child Support Division no later than March 31, 2022, in order to claim IV-D federal financial participation (FFP) reimbursement for cooperative agency expenses incurred during the first quarter of the calendar year.

If, at any time during the Cooperative Agreement, the COUNTY enters into Cooperative Arrangements with additional cooperating agencies, the COUNTY must immediately send a copy of the new Cooperative Arrangement to the Child Support Division.

The COUNTY may not claim IV-D FFP reimbursement for cooperative agency expenses incurred for any calendar quarter when copies of appropriately signed Cooperative Arrangements are not provided to the Child Support Division by the end of that calendar quarter.

3.5 Purchase of Services Agreements. As necessary, enter into agreements to purchase services to the extent that payment for such services does not exceed the amount reasonable and necessary to assure the quality of such services. The COUNTY must fully document in the COUNTY records its determination that the amounts are reasonable and necessary. The COUNTY must require debarment certification from contractors who do or may receive federal funds, pursuant to the requirements of section 12.3 below. STATE supervision of purchase of service agreements is limited to those for which FFP is available under the IV-D regulations.

3.6 Notification of Appeals. With the County Attorney, notify the CSD Division Deputy Director within seven (7) business days of any IV-D case that is appealed to the Minnesota Court of Appeals, the Minnesota Supreme Court, or federal court by either one of the child support case participants or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.

3.6.1 Notice of Substantive Adverse Decisions. The COUNTY shall also report to the CSD Division Deputy Director any child support orders or judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.

3.7 Internet Access. Have and maintain access to the Internet for all of the COUNTY caseworkers.

3.8 Provide Information. Provide any information requested for state and federal program reviews and audits.

3.9 Information Technology Security. Provide for information technology security in accordance with the STATE's policies and procedures.

3.9.1 COUNTY Security Officer. Designate an employee as COUNTY Security Officer or Backup COUNTY Officer to be responsible for ensuring compliance with security precautions for state-owned computer equipment, data confidentiality, and user access.

3.9.2 Security Policies, Procedures and Guidelines. Adhere to the STATE's policies and procedures as provided in STATE's:

- Data Practices Manual;
- Information Policy Standards;
- Program instructions; and
- Office of Information Security instructions.

3.10 Cooperation with Other Agencies. Agree that the COUNTY, in administering the requirements of the IV-D Program, will cooperate with other Minnesota county, tribal, and state-operated economic support agencies, and other Minnesota state agencies to the extent authorized by state and federal law.

3.11 Providing Resources to Improve Support in Minnesota System (PRISM). Cooperate with the operation of and to use the Providing Resources to Improve Support in Minnesota System or its successor system (both hereinafter referred to as "PRISM") as agreed upon by the STATE and the COUNTY. The COUNTY and STATE shall work together to ensure the efficient and effective operation of automated systems in support of the programs covered by this Cooperative Agreement. Both Parties acknowledge a joint responsibility to work cooperatively to identify system deficiencies and operational problems. The STATE acknowledges its responsibility to maintain PRISM in maximum functional status for the benefit of all COUNTY and state users. The STATE shall take all necessary actions to assure the uninterrupted availability of PRISM during normal business hours.

3.11.1 Maintain Automation Equipment. Maintain and not alter or add to any child support automation equipment that is physically installed by the STATE unless prior approval is given. Any costs incurred by the COUNTY because of STATE approved equipment moves shall be reimbursed per the applicable FFP rate.

3.11.2 No Alteration of Software. Agree that neither COUNTY nor other COUNTY staff persons working under the Cooperative Arrangement for the COUNTY will alter

State of Minnesota provided software or add software programs that will adversely affect child support automation in the COUNTY without the permission of the STATE.

3.11.3 Authorized Access to Automation Equipment. Ensure that all automation equipment connected to the State of Minnesota computer reporting network is not accessible to persons other than those authorized by the COUNTY Security Officer for purposes of program administration and shall specifically limit such access in each Cooperative Arrangement.

3.12 Cost-Sharing Allocation Plan. Reimburse the STATE under an approved cost-sharing allocation plan if automation equipment, software, or services are used for any purpose or program other than child support or program administration.

3.13 Maintain PRISM Financial Records. Be responsible to maintain and update PRISM financial information including the following:

3.13.1 Enter Court Order and Balance Information. Enter court order and account balance information in a timely manner and make appropriate adjusting entries as necessary, to ensure distribution and allocation of payments pursuant to the state statute and federal distribution hierarchy.

3.13.2 Receipt and Disbursement (R&D) Adjustments. Perform adjustments to receipt and disbursement amounts in accordance with the STATE's policies and procedures.

3.14 Failure to Maintain PRISM Financial Records. Be responsible for court-ordered reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to maintain proper PRISM financial records.

3.15 Reimbursement for Failure to Follow Policy and Instructions. Be responsible for reimbursement to case participants when the reimbursement is caused by the failure of the COUNTY to follow state and federal laws, Department of Human Services written policy directives, program instructions, or published IV-D directives that are appropriately and timely communicated to the COUNTY by the STATE or in the case of worker error. In the event of a dispute, the COUNTY may follow the procedures under Section 11.

3.16 Collections, Receipts, and Disbursements. Pursuant to program instructions, (1) redirect all child support payments to the CSPC; and (2) forward any child support or other support related payments received by the COUNTY to the CSPC for receipting into PRISM within 24 hours.

3.17 Records Maintenance. Maintain such records, case files, reports, evaluations, documents and accounting procedures and practices that the STATE specifies as necessary for STATE monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to STATE records retention schedules or directives allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. The COUNTY must ensure that these reports comply with STATE reporting instructions. The STATE shall evaluate and monitor compliance with reporting instructions.

3.18 Confidentiality of Records. Comply with the terms of the Information

Privacy and Security Agreement (IPSA) that has been separately executed by the Parties (which is incorporated by reference into and made a part of this Cooperative Agreement) and with any successor agreement thereto, and with all applicable federal and state law governing the privacy and security of personally identifiable information about participants and others (PII). PII includes but is not limited to an individual's name, address, federal tax information (FTI), Social Security Number (SSN), and other private data on individuals (as defined in Minnesota Statutes, section 13.02, subdivision 12), whether maintained on PRISM or elsewhere by the COUNTY. The COUNTY shall develop, maintain, and enforce policies, procedures and appropriate administrative, technical, and physical safeguards to ensure PII is adequately protected against improper access, use, and disclosure. The COUNTY shall also ensure that its employees and subcontractors receive training regarding the requirements of applicable laws, including but not limited to the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes, chapter 13 and the Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. 6103 and Publication 1075), and that its use of PII by employees is appropriately monitored.

3.18.1 Cooperating Agencies and Compliance with Regulations. Ensure that Cooperating Agencies have available all information necessary to perform under the Cooperative Arrangement. The COUNTY will include in the Cooperative Arrangement language that addresses compliance with state and federal privacy and confidentiality laws and regulations. This language shall specify that the cooperating COUNTY will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purposes allowed by federal law, state law, and federal regulations governing the operation of the IV-D Program. The COUNTY and/or COUNTY security staff have the responsibility to ensure that requested access to PRISM meets the requirement of the access being necessary solely for the purposes of administration of the IV-D Program. Any request that does not meet that requirement must be denied at the local level. All requests for PRISM access must be approved by the appropriate County Security Officer before state security staff will process the request.

3.18.2 Others Requesting PRISM Information or Access for the Purpose of the Administration of the Child Support Program. In the event that other individuals or other county programs request information from or access to the PRISM system through the COUNTY, the COUNTY shall recommend and grant access only for the purposes allowed by the federal and state law and regulations governing the operation of the IV-D Program. The COUNTY will submit appropriate signed data sharing agreements or individual confidentiality agreements as defined by the STATE prior to the STATE granting such access. The agreements will address compliance with relevant state and federal privacy and confidentiality laws and regulations specifying that any individual granted access will be responsible for safeguarding the confidentiality of said information and using said information exclusively for the purpose of the IV-D Program. COUNTY and/or COUNTY security staff will have the responsibility to ensure that requested information from or access to PRISM meets the requirement(s) for the purposes of administration of the Child Support Program.

Any request that does not meet that requirement must be denied at the local level. The appropriate COUNTY Security Officer or backup security officer must approve all requests for PRISM access or PRISM information before STATE security staff will process the request. The COUNTY is responsible for ensuring that the third party complies with all data privacy laws and regulations. This provision does not prevent COUNTY from sharing information with case participants, courts, and authorized third parties pursuant to Minnesota Statutes, chapters 256; 257; 518A; 518C; 571; and Minnesota Statutes, section 13.46.

3.18.3 Other Parties Requesting Access to PRISM or PRISM Information. Refer requests for access by third parties to information maintained by the PRISM system for reasons other than the purposes allowed by the federal and state law and regulations governing the operation of the IV-D program to the STATE. If the STATE releases county-specific data, the STATE will notify the COUNTY that is the subject of the request.

3.18.4 Not a “Business Associate Agreement.” This Agreement does not create a “business associate” relationship nor does it constitute a “business associate agreement” as defined in the Health Insurance Portability and Accountability Act (HIPAA).

3.19 Federal Parent Locator Service Agree to comply with Federal and State privacy laws and regulations and the applicable provisions of the U.S. Department of Health and Human Services’ Office of the Chief Information Officer (HHS-OCIO) Policy for Information Systems Security and Privacy (IS2P) and the Automated Systems for Child Support Enforcement: A Guide for States (Federal Certification Guide). Agree to the required Federal Parent Locator Service (FPLS) cooperative agreement language for ensuring the confidentiality of FPLS, stated below.

The STATE is responsible for the issuance of User Documentation to COUNTY, which communicates the detailed requirements for the confidentiality of FPLS information.

The COUNTY shall to comply with and assume responsibility for compliance by its employees, agents, contractors and subcontractors with the following requirements:

- (1) The COUNTY shall submit requests to the FPLS solely to locate a parent for the purpose of establishing paternity, securing child support, or when applicable, to locate a parent in a paternal kidnapping case, establish or enforce a child custody or visitation order, and for other purposes specified in federal law and regulations.
- (2) The COUNTY shall educate all authorized personnel that access FPLS information on the confidentiality and security requirements of FPLS information, the safeguards required to protect FPLS information and child support program information, and the penalties for non-compliance.
- (3) The COUNTY shall restrict access to FPLS to authorized personnel who need the FPLS information to perform their official duties. The COUNTY must maintain a list of employees, agents, contractors and subcontractors with authorized access.
- (4) The COUNTY shall label all reports containing FPLS and to store all material containing FPLS in a locked container when the material is not in use.

- (5) The COUNTY shall immediately report any incident involving unauthorized access to or disclosure of FPLS information to the STATE.

3.20 IRS Language for General Services. The COUNTY shall comply with all Internal Revenue Service (IRS) procedures and safeguards (26 U.S.C., sections 6103 and 7213). The COUNTY agrees to the required IRS cooperative agreement language for ensuring the confidentiality of IRS information stated below.

The STATE is responsible for the issuance of User Documentation to the COUNTY, which communicates the detailed requirements for the confidentiality of IRS information.

3.20.1 Performance. In performance of this Cooperative Agreement, the COUNTY shall comply with and assume responsibility for compliance by its employees with the following Internal Revenue Service requirements as well as any other IRS requirements set forth in the Data Sharing Agreement:

- (1) All work is under the supervision of the COUNTY or the COUNTY's responsible employees.
- (2) The COUNTY and the COUNTY's employees with access to or who use FTI must meet the background check requirements defined in current STATE policy and background check requirements defined in IRS Publication 1075 when implemented in the state.
- (3) Any federal tax return or return information provided or made available by the IRS must be used only for carrying out the provisions of this Cooperative Agreement. The COUNTY must treat information contained in material provided by the IRS as confidential and not divulge or make it known in any manner to any person except as may be necessary in the performance of this Cooperative Agreement. Disclosure to anyone other than an officer or employee of the COUNTY is prohibited.
- (4) All federal tax returns and return information provided by the IRS must be accounted for upon receipt, and properly stored before, during, and after processing. In addition, all related output must be given the same level of protection as required for the source material.
- (5) The COUNTY certifies that the IRS data processed during the performance of this Cooperative Agreement will be completely purged from all data storage components of its computer facility at the time the work is completed. If immediate purging of all data storage components is not possible, the COUNTY certifies that it safeguards any IRS data remaining as required by law in an appropriate storage component to prevent unauthorized disclosures and completes logging of said data as required by Publication 1075.
- (6) The COUNTY must give the STATE or its designee any spoilage or any intermediate hard copy printout that may result during the processing of IRS data. When this is not possible, the COUNTY is responsible for the destruction of the spoilage or any intermediate hard copy printouts, and must provide the STATE or

its designee with a written statement containing the date of destruction, description of material destroyed, and the method used.

- (7) All computer systems processing, storing, or transmitting of Federal tax information provided by the IRS must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- (8) The COUNTY shall not subcontract work involving Federal tax information (FTI) furnished under this Cooperative Agreement without prior written notice to the IRS, pursuant to IRS Publication 1075, Sections 7.4.3 and 11.3. Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the STATE's files for review. As part of the certification and, at least annually afterwards, contractors should be advised of the provisions of Internal Revenue Code (IRC) Sections 7431, 7213, and 7213A. The training provided before the initial certification and annually thereafter must also cover the incident response policy, procedure for reporting unauthorized disclosures, and data breaches. For both the initial certification and the annual certification, the contractor should sign, with either ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.
- (9) The COUNTY must maintain a list of employees and subcontractors with authorized access. The COUNTY must provide such list to the STATE and, upon request, to the IRS reviewing office.
- (10) The COUNTY shall immediately report to the STATE any incident involving an actual or suspected unauthorized access, use or disclosure of FTI information, in accordance with the requirements provided in User Documentation.
- (11) The STATE has the right to revoke the County's access to federal tax information, including federal tax information on the statewide child support computer system (PRISM) if the COUNTY fails to provide the safeguards described above.

3.20.2 Criminal/Civil Sanctions:

- (1) Each officer or employee of the COUNTY to whom federal tax returns or return information is or may be disclosed will be notified in writing by the COUNTY that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. The COUNTY shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure.

These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 C.F.R., section 301.6103(n)-1.

- (2) Each officer or employee of the COUNTY to whom federal tax returns or return information is disclosed or may be disclosed shall be notified in writing by the COUNTY that any federal tax return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Cooperative Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Cooperative Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. The COUNTY shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by Internal Revenue Code sections 7213A and 7431.
- (3) Additionally, it is incumbent upon the COUNTY to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. section 552a. Specifically, 5 U.S.C., section 552a(i)(1), which is made applicable to COUNTY by 5 U.S.C., section 552a(m)(1), provides that any officer or employee of a COUNTY, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established hereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

3.20.3 Inspection. The COUNTY will complete a tri-annual COUNTY Inspection Report, administered by the STATE's IV-D program and will remedy any identified issues regarding secure FTI use and storage. The IRS and the STATE, with 24-hour notice, shall have the right to send its officers and employees into the offices of the COUNTY for inspection of the facilities and operations performing any work containing or relating to FTI to determine compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the COUNTY is found to be noncompliant with required safeguards.

3.21 Bonding. In accordance with 45 C.F.R., section 302.19, the STATE is required to ensure that every person who has *access to or control over funds* collected under the program is covered by a bond against loss resulting from employee dishonesty. The COUNTY must bond any employee, who, as a regular part of his or her job, receives, disburses, handles, or has access to support collections. Bonding is required due to the ability to access funds in PRISM through financial adjustments.

The COUNTY must have a minimum bonding amount of thirty thousand dollars (\$30,000) per employee. The STATE has determined this amount is sufficient to cover employee dishonesty. If the COUNTY does not have a bonding policy in place, it may establish a self-bonding system to satisfy the bonding requirements.

The minimum bonding amount does not reduce or limit the ultimate liability of the COUNTY for losses of support collections from the STATE's IV-D program.

The STATE will not collect bonding information for individual counties. The COUNTY must maintain all bonding information and is subject to the State Audit.

4. STATE's Duties and Responsibilities. The STATE shall:

4.1 General Requirements. Perform the duties and responsibilities specified in this Cooperative Agreement in accordance with state and federal statutes, federal regulations, and controlling court cases that are in effect during the term of this Cooperative Agreement.

4.2 CSD Memos/Child Support Bulletins. Maintain an index, accessible to COUNTY child support staff and County Attorneys, listing all the current COUNTY child support directives and COUNTY child support bulletins released during the Cooperative Agreement year that apply to the IV-D Program.

4.3 Program Instructions. Provide notification of new pending program instructions, administrative instructions and IV-D requirements within thirty (30) calendar days of first becoming aware of them.

Develop and maintain programs and administrative instructions for administrative and child support activities relating to the IV-D Program conforming to state and federal statutes, state administrative rules, federal regulations and controlling court cases. Cite applicable state and federal statutes and federal regulations in new program and administrative instructions. The STATE will incorporate such citation in the Child Support User Documentation.

4.3.1 Program Instruction Change. If, after notification of new pending program instructions, the COUNTY reasonably believes that the proposed change will have a significant financial impact on the COUNTY, the COUNTY may request from the STATE a thirty (30) calendar day comment period. The request for a comment period shall be made in writing to the Child Support Division Deputy Director within ten (10) calendar days of the notification of pending program instructions and shall be accompanied by a brief written explanation of the anticipated financial impact on the COUNTY and why the COUNTY believes the impact is significant. The comment period shall be granted if (a) written request is timely made and if (b) the change is not the result of

implementation of state and federal statutes, rules and regulations, court orders, or settlement agreements arising from litigation.

The STATE shall consider the fiscal impact on the COUNTY before implementing the change in requirements. It is not the STATE's intent to unilaterally impose any new, unbudgeted programs on the COUNTY.

4.3.2 Reasonable Time Period to Implement. Allow the COUNTY a reasonable time period in which to fully implement program instructions. Program instructions, which are the result of changes in federal or state laws, rules and regulations or court actions, may be implemented by the STATE in accordance with the implementation timeframes of the federal or state laws, rules and regulations, or court action.

4.3.3 Extension of Time Period to Implement. Allow the COUNTY to request an extension of the time period for implementing program instructions or requirements, which have a significant impact on the COUNTY and are not mandated by state or federal law or court order. The COUNTY may submit documentation of the hardship imposed, and the STATE may grant a reasonable exception to the implementation requirements.

4.4 Monitoring. Have the discretion to monitor the COUNTY's responsibilities as defined in this Cooperative Agreement, conduct performance reviews, make recommendations concerning the overall administrative efficiency of the program, and require corrective action as applicable.

4.5 Comprehensive Training. Provide comprehensive statewide training for COUNTY personnel including, but not limited to, new worker training, training related to new initiatives and PRISM enhancement, and other continuing training related to the IV-D Program. Training programs and curriculum shall be determined in consultation with the County Training Workgroup. Child Support training materials shall be made available to the COUNTY. Provision of classroom training and onsite training is subject to CSD budget limitations.

4.6 Information to the Public. Provide the public with information on the Child Support Program per the requirements of 45 C.F.R., section 302.30.

4.7 Standard Cooperative Agreements. Use the standard Cooperative Agreements that conform to state and federal laws when contracting with counties.

4.8 Central Registry. Provide Central Registry services to counties.

4.9 PRISM Maintenance. Ensure ongoing maintenance of PRISM.

4.10 PRISM Enhancement. Responsible for the modification and enhancement of the PRISM system in order to meet federal program requirements and ensure that the system operates efficiently and in a manner that supports COUNTY program operations and performance improvements. The STATE shall take all necessary actions to modify the IV-A to IV-D (MAXIS/PRISM) computer interfaces, implement purging and archiving and fully utilize all funds authorized by the legislature for the modification and enhancement of PRISM.

- 4.11 Ownership of Software.** Retain all ownership rights in any STATE owned software or modifications thereof and associated documentation designed, developed, or installed because of this Cooperative Agreement.
- 4.12 Tax Intercept.** Certify arrears for tax intercept and other certifiable debts using PRISM account balances, as well as receive, distribute, and disburse tax intercept funds centrally through PRISM, and make information available in PRISM and other reports.
- 4.13 New Hire Reporting.** Ensure employer compliance with the reporting requirements under the Work Reporting System, Minnesota Statutes, section 256.998.
- 4.14 Provide Direct Program Assistance to COUNTY.** Maintain a Help Desk/Call Center or otherwise maintain a system to provide direct program assistance to the COUNTY, including assistance related to child support policy, PRISM processing, tax refund intercept processing, central receipt and disbursement and other centralized child support processes.
- 4.15 Delegation of Authority.** Delegate to the County Attorney, as set forth in Minnesota Statutes, section 393.11, subdivision 2, its authority to provide IV-D Program legal services by appearing (a) on behalf of COUNTY in the expedited process, (b) in district court, and (c) in appellate court. The STATE shall assist the County Attorney in preparation of appeals as appropriate.
- 4.16 Confidentiality of Records.** Agree to comply with the applicable federal and state laws and STATE regulations concerning confidentiality of participant and PRISM records.

5. Procurement.

- 5.1 Equipment.** The COUNTY may purchase and install equipment in accordance with the STATE's manuals and procedures and industry best practices. The COUNTY shall be responsible for inventory, maintenance, replacement, and security of all such equipment.

The COUNTY shall keep all STATE owned equipment that is located in the COUNTY in a secure place and compensate the STATE for any theft, damage, or other loss of equipment if the STATE's prescribed security precautions have not been met.

6. Allocations.

- 6.1 Standards of Performance and Performance Based Allocation.** The STATE shall specify standards of performance and budget an allocation to the COUNTY as its proportionate share of dollars for performance-based funding. The STATE shall distribute the available incentive funding to counties under Minnesota Statutes, sections 518A.51 and 256.979, subdivision 11,
- 6.2 COUNTY Contribution.** The COUNTY agrees that performance incentives allocated to the COUNTY must be used to supplement and not supplant other funds used to carry out the child support program. The COUNTY shall maintain a minimum county contribution from local budget resources. The minimum COUNTY contribution level

for each calendar year is computed with federal fiscal year 1998 as the base year. Under 45 C.F.R., section 305.35, a base amount of spending is determined by subtracting the amount of federal and state incentive funds earned by the COUNTY program for Federal Fiscal Year 1998 from the total amount expended by the county in the program during the same year. The COUNTY must maintain this base amount of county spending in future years. The COUNTY must use incentive payments in addition to, and not in lieu of, the base amount.

If the STATE fails to meet reinvestment minimums, individual counties that fail to maintain the minimum county contribution level will be subject to disallowance of incentive funds in an amount up to the full amount of local funds supplanted, plus the loss of federal matching funds if applicable.

If the STATE's failure to meet minimum reinvestment levels results in a loss of future incentive funds, counties that maintained their minimum county contribution level will not be penalized.

7. **Funding.** The COUNTY agrees that the obligations of the STATE under this Cooperative Agreement are limited by and contingent upon state and federal legislative authorization and budget appropriations. If, during the term of this Cooperative Agreement, the budget appropriations which fund the STATE, the COUNTY, and services under this Cooperative Agreement are not made, are repealed, or reduced by actions of the Legislature, Congress, or otherwise, the STATE's and the COUNTY's obligations under this Cooperative Agreement will be reduced, suspended, or cancelled, as deemed appropriate at the STATE's sole discretion.
8. **Federal Reimbursement.** The STATE shall reimburse the COUNTY for the functions it performs and services it provides or purchases as set forth in Section 3. Payments by the STATE under this Cooperative Agreement are contingent upon:

(a) substantial compliance by the COUNTY of all responsibilities identified in this Cooperative Agreement, and in accordance with state and federal laws; (b) authorization of Minnesota and federal laws and availability of state and federal funds; and (c) approval of cost allocation plans and of expenditures for non-expendable personal property by state and federal cost allocation units.

The COUNTY must certify that any claim for reimbursement through federal financial participation (FFP) complies with the limits on FFP for IV-D expenditures listed in 45 C.F.R., part 304. If the COUNTY has questions about whether or not an expense is eligible for reimbursement, the COUNTY may contact the STATE for guidance.

- 8.1 **County Income Maintenance Claims.** Claims for reimbursement must be submitted electronically pursuant to the requirements of the STATE's cost reporting system. Child Support costs must be reported quarterly on the DHS-2550 Income Maintenance Expense Report and must be submitted via web-based application to the STATE on or before the 20th day of the month following the quarter for which reimbursement is being claimed. If the 20th day of the month falls on a Saturday, the due date for the expenditure report is Friday the 19th; if the 20th is a Sunday, it is due on Monday the 21st.

For all claims submitted timely, the STATE will issue the reimbursement payment by Electronic Fund Transfer. Said reimbursements are subject to reduction and/or recovery as provided in this Cooperative Agreement. Late expenditure reports will be processed in the following quarterly payment cycle.

Reimbursement payments will be made quarterly. The reimbursement payment for each quarter consists of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

8.1.1 County-wide Indirect Claim. The COUNTY must submit cost allocation plans containing methodology and resulting amounts for eligible countywide indirect expenses incurred in the delivery of the IV-D Program. These plans must be certified by an independent auditing firm and be received by the STATE Financial Operations Division (FOD) by February 15th of each calendar year. Only countywide indirect costs that comply with the limitations of 45 C.F.R., part 304, and other federal and state limitations on indirect cost are eligible expenses.

One-fourth (25%) of the annual Child Support amount from the cost allocation plan will be the eligible county-wide indirect expense amount to be reimbursed each quarter. The reimbursement payment for each quarter will consist of the current quarter's federal financial participation (FFP) amount plus/minus any adjustments for prior quarters.

8.2 Adjusted Reimbursement Claims. The COUNTY may submit adjustments to prior quarter DHS-2550 expenditure reports up to one year from the original quarter ending date. Child Support reimbursements resulting from expenditure adjustments for prior quarters will be paid as part of the normal quarterly payment process.

8.3 Non-Compliance. The STATE may withhold or withdraw funds from the COUNTY when it is in non-compliance with this Cooperative Agreement or IV-D Program Requirements subject to the terms of this Cooperative Agreement. The STATE may withhold or withdraw funds if the STATE determines that the activities performed by the COUNTY do not meet state or federal statutes and requirements, following an opportunity for corrective actions as described in Section 8.3.1 (Compliance Review).

If there is a delay or failure to perform when such delay or failure is due to an uncontrollable circumstance that was unforeseeable, the County shall be excused from timely performance because of the uncontrollable circumstance. Uncontrollable circumstances shall include fire, flood, epidemic, wars, acts of God, unusually severe weather, or actions of public authorities that cause an inability to perform work. The County shall communicate the uncontrollable circumstance to the State as quickly as practical.

The County will begin performance as soon as the consequences of the uncontrollable circumstance are remedied to such an extent that the County is able to begin performance.

8.3.1 Compliance Review. The STATE will notify the COUNTY of items that require corrective action and the need for the COUNTY to develop and submit a Corrective Action Plan. The COUNTY must submit its response within ten (10) calendar days of the date of the notice under this section, unless the STATE approves an extension.

A failure by the COUNTY to implement fully a STATE approved Corrective Action Plan shall result in a payment reduction to be determined by the STATE.

8.3.2 Advance Notice. The STATE shall provide thirty (30) calendar days advance notice to the COUNTY when it intends to withhold or withdraw a payment pursuant to Section 8.3.1 (Non-Compliance). The STATE will schedule a conference to attempt resolve the issue that gave rise to the notice before the imposition of the withholding or withdrawal. After the conference, if there is an impasse, the COUNTY may appeal the STATE's decision as provided by Section 11 of this Cooperative Agreement.

8.4 Disallowances. The STATE shall recover from the COUNTY any state or federal fiscal disallowances or sanctions attributable to actions of the COUNTY, Cooperating Agencies, or the COUNTY's subcontractors. If federal fiscal disallowances or sanctions are based on either a statewide sample or a categorical disallowance imposed across the State, the STATE shall recover the proportional share of the disallowance or sanction from the COUNTY.

8.5 Conditions of Payment. All services and reporting provided by the COUNTY pursuant to this Cooperative Agreement shall be performed to the satisfaction of the STATE, as determined at the sole discretion of its authorized agent, and in accord with all applicable federal, state and local laws, rules and regulations. The STATE reserves the right to suspend, reduce, or terminate the distribution of child support funds to the COUNTY for services or reporting provided pursuant to Section 8.1 of this Cooperative Agreement found by the STATE to be unsatisfactory or in violation of federal or state laws and regulations.

8.6 Payment recoupment. The COUNTY must reimburse the STATE upon demand, or the STATE may deduct from future payments made pursuant to this Agreement, any amounts paid by the STATE under this Cooperative Agreement, for which required reports have not been received, or for which the COUNTY's books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY to perform the services described in this Cooperative Agreement.

9. Program Operation: Records, Reporting, Monitoring, and Security.

9.1 Record Keeping Requirements. At least forty-five (45) calendar days prior to the effective date of any STATE reporting or record keeping requirement issued after the beginning of the Cooperative Agreement period, the STATE shall provide the COUNTY with written notice of such a proposed reporting or record keeping requirement and allow the COUNTY an opportunity to review and comment on such a requirement. Reporting and record keeping requirements which are the result of changes in federal or state laws, rules and regulations or any court actions may be implemented by the STATE without strict compliance with the above-stated notice and comment requirements. However, the STATE shall make reasonable efforts to solicit comments from the COUNTY prior to implementing such record keeping and reporting requirements.

9.2 Records Maintenance. The COUNTY shall maintain such case files, fiscal records, financial statements, and necessary evidences of accounting procedures and

practices sufficient to document the funding received and disbursements made under this Cooperative Agreement.

The COUNTY shall maintain such records, reports, evaluations, or other documents that the STATE specifies are needed for monitoring and auditing. Maintenance of such records, irrespective of the reporting requirements, is subject to manual provisions allowing destruction of records. The COUNTY shall furnish such reports and documents to the STATE in the format and according to the schedules, as the STATE requires. These reports must comply with STATE reporting instructions. The STATE shall evaluate and monitor compliance with reporting instructions.

9.3 Records Availability. All records maintained by the COUNTY pursuant to this Cooperative Agreement shall be available to the STATE on request and with adequate notice for inspection, examination, or audit. Except when the STATE determines that unusual or exigent circumstances exist, the STATE will give the COUNTY at least five (5) business days written notice, unless the COUNTY consents to a shorter timeframe. The STATE shall monitor its request for reports and evaluations to eliminate present and prevent future duplicate requests being sent to the COUNTY.

9.4 Federal or State Authority to Review Documents. Notwithstanding the above, nothing in this Cooperative Agreement shall be construed to limit, modify or extinguish any federal or state legal authority to inspect, audit or have access to any records, financial statements or other reports maintained by the COUNTY or to modify or limit the COUNTY's legal obligation to maintain any record or report required by state or federal statutes, rules or regulations.

9.5 Records Security and Access. Access to and confidentiality of all records and reports shall be maintained in compliance with the applicable federal and state laws, including Minnesota Statutes, chapter 13. Each party is responsible for compliance with state and federal data privacy laws and agreements.

10. Annual Audit.

10.1 Compliance with Single Audit Act. All sub-recipients receiving \$500,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, Office of Budget and Management (OMB) Circular A-133. The COUNTY certifies it will comply with the Single Audit Act, OMB Circular A-133, if applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

10.2 State Audits. Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the COUNTY and its employees, agents, or subcontractors relevant to this contract will be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this contract.

10.3 Audit Disallowance.

10.3.1 The COUNTY's Liability. The COUNTY shall be liable for the entire amount of the audit adjustment attributed directly to the COUNTY. If the STATE receives a

federal audit adjustment based on a statewide random sample, the actual amount of a disallowance against the COUNTY shall be determined pursuant to Minnesota Statutes, section 256.01, subdivision 2(r).

10.3.2 Fiscal Sanction. No fiscal sanction shall be taken against the COUNTY unless it is based upon a specific law, regulation, rule, administrative instruction, or program instruction that was: (a) effective during the time period which is being audited, and (b) communicated to the COUNTY head or designee in writing by the STATE or the federal government prior to the time period audited. No state audit adjustment for failure to meet the requirements of Section 3.1 and 3.2 shall be imposed for sixty (60) calendar days after the date the COUNTY receives written notice of the requirement. The STATE may extend the 60-day hold-harmless period upon COUNTY's proof of hardship. The 60-day hold-harmless period is not required if the State has been assessed a federal fiscal penalty because federal law, federal regulations, or court order mandated the requirement and held the State to a more restrictive time period, or the requirement is the result of state law, administrative rules, or court order that imposes a more restrictive time period and the imposition of a state fiscal penalty. These conditions in no way negate the COUNTY's responsibility to implement policies and instructions by their effective dates.

10.4 Audit Adjustments

10.4.1 Audit Adjustment Determination. If, pursuant to an audit under Section 10, it is determined that there is an error in the COUNTY's fiscal and service records for this Cooperative Agreement or previous Cooperative Agreements, the STATE will take steps to recover or otherwise adjust the COUNTY's reimbursement under the Cooperative Agreement. The STATE shall limit the increase or decrease to the audited error and shall confer with the COUNTY before increasing or decreasing the monthly payment for this Cooperative Agreement. The Parties may negotiate the timing and amount of the adjustment at the COUNTY's request.

10.4.2 Payment Adjustments. The Parties shall attempt to negotiate the timing and payment schedule of any adjustments under this Section. The STATE may adjust subsequent claims for reimbursement by any audit exception or non-compliance exception up to the amount of the exception.

11. Administrative Review. The COUNTY shall be entitled to an administrative review if both of the following occur:

1. The STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement; and
2. The disagreement concerns: (a) reconciliation of claims and reimbursements (review is through STATE conference); (b) any financial audit of the COUNTY as described in this Cooperative Agreement (review is through the audit resolution policy); (c) any compliance review of the County as described in section 8.3; or (d) any federal audit of the COUNTY or the STATE.

11.1 Review Process. The COUNTY's method of resolving any dispute or controversy arising out of or relating to this Cooperative Agreement shall be the complaint process provided in this subsection. The COUNTY may address a written complaint to the

CSD Division Deputy Director at the Minnesota Department of Human Services at the following address: CSD Division Deputy Director, 444 Lafayette Road North, St. Paul, MN 55155. The CSD Division Deputy Director shall respond in writing within ten (10) business days. Time periods may be extended by written agreement of the STATE and the COUNTY. If the COUNTY is not satisfied with the response, the COUNTY may request a review of the decision using the process in Section 11.2.

11.2 Administrative Appeal. If the STATE and the COUNTY disagree about the interpretation of any provision of this Cooperative Agreement and a substantial interest of the COUNTY is at risk by an action of the STATE, and the dispute is not resolved in the complaint process described above or in the process described in Section 3.1.1, the COUNTY may then submit the dispute to DHS Division Director of Contracts, Procurement, and Legal Compliance for administrative appeal.

11.2.1 Notice of Demand for Appeal. Notice of a request for an administrative appeal, along with the written appeal and all supporting documentation must be submitted to the Administrative Law Attorney (ALA) at the DHS Office of General Counsel, 444 Lafayette Road, St. Paul, MN. 55164 within thirty (30) calendar days of the response from the CSD Division Deputy Director pursuant to Section 11.1.

11.2.2 Process. The ALA shall within seven (7) business days forward to the CSD Division Deputy Director a copy of the request for appeal and all supporting documentation provided by the COUNTY. The CSD Division Deputy Director shall submit a written response within fourteen (14) business days, along with all supporting documentation to the ALA. A copy of the response and all supporting materials must be sent to the COUNTY. The ALA shall make a determination based on the written submissions, statutes and case law if applicable. The ALA shall then recommend to the DHS Commissioner a course of action in the appeal. The Commissioner or designee shall issue an order affirming, reversing, or modifying the action or decision of the STATE. This order is binding upon the COUNTY and the STATE unless an appeal is filed with the Ramsey County, MN District Court within thirty (30) calendar days of the Commissioner's order.

11.2.3 Policy Disputes; Limited Reimbursement Guarantee. If the ALA finds the following conditions exist:

- 1) The policy or decision has state-wide impact;
- 2) The COUNTY has identified a significant issue that poses a significant risk to the COUNTY; and
- 3) The COUNTY agrees to implement the policy or decision if the STATE reduces the risk to the COUNTY;

Then the ALA may make a recommendation to the Commissioner to direct the reimbursement of direct COUNTY costs, as described below, reasonably related to the legal risk assumed by the COUNTY for complying with the policy or direction.

Direct costs include civil damages, within tort liability limits, the costs of defense in civil litigation, the costs of appeal from district court in family, civil, and criminal cases.

12. General Provisions.

12.1 Lobbying Certification. In conformance with federal law, the authorized COUNTY representative must review and sign either the Certificate Regarding Lobbying form (**Attachment B**) or the Disclosure of Lobbying Activities (**Attachment C**) included in this document.

12.2 Debarment Certification. Debarment by State or Federal Government, or any State or Federal Departments, Commissions, Agencies or Political Subdivisions.

Pursuant to 45 C.F.R., section 92.35 and Minnesota Statutes, section 161.315, COUNTY certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

The COUNTY or any subcontractor must provide immediate written notice to the STATE if at any time the COUNTY or subcontractor learns that its certification was erroneous when submitted or had become erroneous because of changed circumstances.

12.2.1 Subcontractor Debarment. Pursuant to title 45 C.F.R., section 92.35, and Minnesota Statutes, section 161.315, the COUNTY must require certifications from its subcontractors that none of its subcontractors is presently debarred or suspended by the State or Federal Government, or any State or Federal Departments, commissions, agencies, or political subdivisions. The COUNTY'S agreement to certify all appropriate subcontractors is a material representation upon which the STATE relies in entering into this Cooperative Agreement. The COUNTY shall provide immediate written notice to the STATE if at any time it learns that any debarment certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

The COUNTY must use the appropriate certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion in any subcontract, including the Cooperative Arrangement, in which federal money will be or may potentially be used.

Approved Certifications regarding debarment are **Attachment D**.

12.3 Prohibition on Weapons. The COUNTY shall comply with all terms of the Department of Human Services' (DHS) policy prohibiting carrying or possessing weapons wherever and whenever the COUNTY is performing services within the scope of this Cooperative Agreement. This policy, which is located at the business location of the STATE and is available to the COUNTY upon request, is incorporated by reference into this contract. Any violations of this policy by the COUNTY or its employees may be grounds for immediate suspension of the Cooperative Agreement.

Unless otherwise directed by Ramsey County District Court Chief Judge order, the DHS weapons provision does not apply to county attorneys and assistant county attorneys who are permitted to carry firearms in accordance with Minnesota Statutes, section 388.051, subdivision 4 which states: *"Firearms exemption. Notwithstanding section 626.84, subdivision 2, a county attorney, or an assistant county attorney appointed under section 388.10, who lawfully possesses a permit to carry a pistol*

issued in accordance with section 624.714 may possess and carry a firearm while on duty, unless restricted by the county attorney.”

The DHS weapons provision does not apply to peace officers, as defined by Minnesota Statutes, section 626.84, carrying or possessing weapons within the scope of their employment.

12.4 Provisions of Services and Programs.

12.4.1 Funding Limitations. Except as provided in state and federal statutes, the COUNTY shall perform the functions and provide the services within the limits of State and COUNTY appropriations used to match State and federal funds.

12.4.2 COUNTY Funding. Nothing in this Cooperative Agreement shall be construed to require the expenditure of COUNTY funds, except as specifically provided herein and authorized by the Governing Board of the COUNTY.

12.4.3 Lawful Power and Duties. Nothing contained in this Cooperative Agreement shall be construed to supersede the lawful power or duties of the COUNTY. The COUNTY shall carry out its responsibilities under the sections of this Cooperative Agreement through its appropriate COUNTY departments.

12.5 Data Disclosure. Under Minnesota Statutes, section 270C.65, subdivision 3, and other applicable law, the COUNTY consents to disclosure of its Social Security Number, federal employer tax identification number, and/or Minnesota tax identification number, to the STATE, to federal and state agencies, and to state personnel involved in the approval and payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws, which could result in action requiring the COUNTY to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities. The STATE will not approve this Cooperative Agreement unless these numbers are provided by the COUNTY.

12.6 Liability. To the extent provided for in Minnesota Statutes, sections 466.01 to 466.15, the COUNTY shall be responsible for any and all claims or causes of action arising from the performance of this Cooperative Agreement by the COUNTY or COUNTY agents and/or employees. This clause shall not be construed to bar any legal remedies the COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this Cooperative Agreement. The STATE's liability, if any, shall be governed by Minnesota Statutes, section 3.736.

12.7 Voter Registration Requirement. The COUNTY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for COUNTY employees and for the public served by the COUNTY.

12.8 Conditions on the Parties' Obligations. This Cooperative Agreement is contingent upon authorization of Minnesota and United States laws and any material amendment or repeal of same affecting relevant funding to, or authority of, the STATE shall serve to terminate this agreement except as further agreed by the Parties hereto.

12.9 Governing Law, Jurisdiction and Venue. Minnesota law, without regard to its choice of law provisions, governs this Cooperative Agreement, attachments, and

amendments and supplements thereto. Venue for all legal proceedings arising out of this contract, or breach thereof, will be in the state or federal court, without STATE waiving its sovereign immunity, with competent jurisdiction in Ramsey County, Minnesota.

12.10 Severability. If any provision of this Cooperative Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Cooperative Agreement shall remain in full force and effect.

12.11 Assignment, Amendments, Waiver, and Cooperative Agreement Complete.

12.11.1 Assignment. The COUNTY may neither assign nor transfer any rights or obligations under this Cooperative Agreement without the prior consent of the STATE and a fully executed Assignment Agreement, approved by the same Parties who executed and approved this Cooperative Agreement, or their successors in office.

12.11.2 Amendments. Any amendment to this Cooperative Agreement must be in writing and will not be effective until it has been executed and approved by the same Parties who executed and approved the original Cooperative Agreement, or their successors in office.

12.11.3 Waiver. If the STATE fails to enforce any provision of this Cooperative Agreement, that failure does not waive the provision or STATE'S right to enforce it.

12.11.4 Cooperative Agreement Complete. This Cooperative Agreement contains all negotiations and agreements between the STATE and the COUNTY. No other understanding regarding this Cooperative Agreement, whether written or oral, may be used to bind either Party.

12.11.5 Effective Date. The effective date of this Cooperative Agreement for the payment of federal funds is first date of the quarter in which the STATE and the COUNTY obtain all required signatures under Minn. Stat. §16C.05, subd. 2.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
Signature Page Follows**

IN WITNESS WHEREOF, the STATE and the COUNTY have executed this Agreement as of the day and year first above written.

COUNTY NAME: **Kanabec**

NOTE: Date Stamp is included
in Electronic Signature.

SIGNATURE of Person Authorized to Execute
Agreement on Behalf of County

 Gene Anderson
Printed Name

 Kanabec County Board of Commissioners, Board Chair
Title

SIGNATURE of County Director, Child Support Division or
County Director, Human Services Department

 Charles Hurd
Printed Name

 Kanabec County Family Services Director
Title

MINNESOTA DEPARTMENT OF HUMAN SERVICES:

SIGNATURE of Director, Minnesota Child Support
Division, and Deputy Assistant Commissioner, Children
and Family Services, Minnesota Department of Human
Services

 Shaneen D. Moore
Printed Name

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" (Attachment C), in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By _____
(Signature of Official Authorized to Sign Application)

Gene Anderson	Board Chair
_____ Print Name	_____ Title

For: Kanabec
Name of Provider County

Kanabec County Child Support
Title of County Program

Kanabec County Family Services Does Not Lobby any person, office or entity

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

Approved by OMB
0348-0046
(Reproduced by DCF)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. cooperative agreement <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year <input type="text"/> quarter <input type="text"/> date of last report <input type="text"/>
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier <input type="text"/> if known: Congressional District, if known: <input type="text"/>	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <input type="text"/> <input type="text"/> Congressional District, if known: <input type="text"/>	
6. Federal STATE/Agency: <input type="text"/>	7. Federal Program Name/Description: <input type="text"/> CFDA Number, if applicable: <input type="text"/>	
8. Federal Action Number, if known: <input type="text"/>	9. Award Amount, if known: \$ <input type="text"/>	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <input type="text"/>	10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): <input type="text"/>	
11. Amount of Payment (check all that apply): \$ <input type="text"/> <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other; specify: <input type="text"/>	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature <input type="text"/> value <input type="text"/>	<input type="text"/>	
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11: <input type="text"/>		
15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: <input type="text"/> Print Name: <input type="text"/> Title: <input type="text"/> Date: <input type="text"/>	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

0348-0046
(cont.)

Reporting Entity:

Page

1

of

INSTRUCTIONS FOR COMPLETION OF SF-LLL**DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limit to subcontracts, subgrants ad contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10.
 - (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 - (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion. Federal money will be used or may potentially be used to pay for all or part of the work under the contract, therefore the prospective lower tier participant (subcontractor) must certify the following, as required by the regulations implementing Executive Order 12549.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R., part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R., part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

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

Resolution # FS 9/21/21
IV D Cooperative Agreement Resolution

WHEREAS, the IV-D Agency is responsible for administering the Child Support Enforcement Program under Title IV-D of the Social Security Act; and

WHEREAS, the County Attorney and Kanabec County Sheriff wish to enter into this cooperative agreement to set forth their respective responsibilities in providing services necessary to the operation of the Child Support Enforcement program.

THEREFORE BE IT RESOLVED to approve the Kanabec County Family Services Director signing an agreement with the Minnesota Department of Human Services, Kanabec County Attorney and Kanabec County Sheriff to provide necessary services to operate the Child Support Enforcement system under Title IV-D of the Social Security Act commencing on January 1, 2022 through December 31, 2023.

PURCHASE OF SERVICES CONTRACT

The County of Kanabec, dba Kanabec County Family Services, at 905 Forest Avenue East, Suite 150, Mora, MN 55051 (hereinafter “the County”) and, Recovering Hope Treatment Center 2031 Rowland Rd, Mora, MN 55051 (hereinafter “the Contractor”) enter into this Agreement for the period from **September 3, 2021** to December 31, 2022.

WITNESSETH

WHEREAS, Minnesota Statutes, Chapter 254B establishes the Consolidated Chemical Dependency Treatment Fund to enable counties to provide chemical dependency treatment services to eligible clients;

WHEREAS, the County of Kanabec has designated the Contractor to provide chemical dependency treatment services pursuant to Minnesota Statutes, Chapter 245B, which outlines its duties, obligations, and responsibilities in this regard;

WHEREAS, the Contractor is an organization which has applied to be licensed under Minnesota Department of Human Services Rules 9530.4100-9530.4410, as required by Minnesota Statutes 245A.01-245A.16, to provide Chemical Dependency Treatment services which are eligible for funding by the Consolidated Chemical Dependency Treatment Fund;

WHEREAS, the County, pursuant to Minnesota Statutes, Section 373.01, 373.02, 254B, and 256M.60 wishes to purchase such program services from the Contractor;

WHEREAS, the Contractor represents that it is duly qualified and willing to perform such services under Minnesota Rules, **DHS License number 1080843**; and

WHEREAS, the County and the Contractor, according to Minnesota Rules, Part 9550.0040, Subparts 7 and 8, understand that this agreement serves such purpose as to place Consolidated Chemical Dependency Treatment Fund eligible clients and inebriate clients with the Contractor.

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, the County and Contractor agree as follows:

I. Contractor’s Duties.

- A. As specified in the Minnesota Biennial Children & Community Services Act and the Kanabec County Biennial Agreement, the County agrees to purchase and the Contractor agrees to furnish the following: **Outpatient, Residential or Assessment Treatment Services for substance use dependent persons ages 18 through 99.**
- B. The Contractor agrees to provide upon request:
 - 1. An explicit description of the services to be provided;

PURCHASE OF SERVICES CONTRACT

2. An exposition of the staffing including job descriptions and professional qualifications of personnel;
 3. An organizational chart;
 4. The licensed program capacity;
 5. Program content;
 6. Copies of license.
 7. Program budget
- C. The Contractor shall, in writing within 10 days, notify the County whenever it is unable to, or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notification, County shall determine whether such inability will require modification or cancellation of said contract.
- D. The Contractor shall participate in the Drug and Alcohol Abuse Normative Evaluation System (DAANES) or a comparable client information system, which meets the criteria and reporting requirements of Minnesota Rules, Part 9530.7030.

II. Cost and Delivery of Purchased Services.

- A. The unit costs for providing services to clients eligible for Consolidated Chemical Dependency Treatment Fund reimbursement under Minnesota Rules, Parts 9530.7000 to 9530.7020 shall be:

Outpatient Treatment	\$35.03	per hour
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- B. The unit costs for providing the following services for clients of Kanabec County eligible for Assessment, Screening, Case Support, and Placement are as follows:

Chemical Use Problem Assessment/Screening	\$150.00 per assessment
Chemical Use/Dependency Assessments	\$150.00 per assessment
Case Support	\$35.53 per hour
Placement Only	\$35.53 per occurrence

- C. Rates in effect may be subject to increase at the discretion of the MN Department of Human Services. The Contractor will be paid according to the increase set by MN DHS.
- D. The County does not employ a sufficient number of qualified assessors and the only qualified assessors available in the County have a direct shared financial interest or referral relationship resulting in shared financial gain with a treatment provider. A County designee providing assessments under a variance granted under Subpart 5 shall not place clients in treatment. The County designee shall gather information required under Part 9530.6620 and provide the local agency with the documentation required under Part 9530.6615, Subpart 4, items A to D. The local agency must make all placement decisions for clients assessed by a County designee under a variance.

PURCHASE OF SERVICES CONTRACT

- E. The Contractor certifies that payment claims for Purchased Services will be in accordance with the rates of payment amounts authorized by the County or by the County or reservation of financial responsibility, on the Client Placement Authorization – CD Fund Form. The Contractor agrees to submit all charges in a form and manner acceptable to the Consolidated Chemical Dependency Treatment Fund invoice processing system for those services.
- F. Purchased services will be provided at 2031 Rowland Rd., Mora, MN 55051 **or alternatively license and approved property.**

III. **Eligibility for Services.** The parties understand and agree that the eligibility of the client to receive the Purchased Services is to be determined in accordance with eligibility criteria established by Minnesota Statutes, Section 254B.04 and Minnesota Rules, Parts 9530.7015 to 9530.7020 for Consolidated Chemical Dependency Treatment Fund Services. The parties understand and agree that the County, or the County or reservation of financial responsibility, shall determine preliminary and final client eligibility in accordance with the assessment criteria of Minnesota Rules, Pars 9530.6600 to 9530.6655 and the eligibility criteria of Minnesota Rules, Parts 9530.7000 to 9530.7020 for Consolidate Chemical Dependency Treatment Fund Services. The parties understand and agree that when the County, or a County or reservation of financial responsibility refers a Consolidated Chemical Dependency Treatment Fund eligible clients to the Contractor for placement, the County, or County or reservation of financial responsibility shall complete a Client Placement Authorization –CD Fund form, the Department of Human Services will process and forward to the Contractor an Invoice-Chemical Dependency Fund Form, which shall be used by the Contractor when requesting payment for services provided to a client under the Consolidated Chemical Dependency Treatment Fund.

- A. It is understood and agreed by the parties that for Consolidated Chemical Dependency Treatment eligible clients, clients ad responsible relatives shall have fees charged and collected in accordance with the policies and procedures adopted by the Commissioner of Human Services in accordance with the provisions of Minnesota Statutes, Section 254B.06.
- B. The Contractor shall not charge any program or service fee to Consolidated Chemical Dependency Treatment eligible clients, nor shall the Contractor seek reimbursement for services from a client’s responsible relatives or third-party payment sources.
- C. The County shall notify the Contractor, at the time of placement, of the units of service to be provided and of the dates of service. If, prior to the expiration of the service period, the County has determined that the client is no longer eligible to receive purchased services or that services are no longer needed or appropriate, the County shall notify the Contractor within 5 days of the determination. The County shall notify the client of proposed termination of services in writing at least 10 days prior to the proposed action, and of the client’s right to appeal this proposed County action.
- D. The Contractor shall notify the County and the client in writing whenever the Contractor proposes to discharge or terminate service(s) to a client. The notice must be

PURCHASE OF SERVICES CONTRACT

sent at least 5 days prior to the proposed date of discharge or termination of service(s). The Contractor shall not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other clients.

- E. The Contractor shall establish written procedures for discharging a client, or terminating services to a client, in accordance with Minnesota Rules, Part 9530.6300 or 9530.3600.

IV. Payment for Purchased Services.

- A. Submission of Invoices: The Contractor shall, within fifteen (15) working days following the last day of each calendar month, submit and invoice – Chemical Dependency Treatment Fund form, for each Consolidated Chemical Dependency Treatment Fund client for chemical dependency services purchased to the Department of Human Services. The invoice shall show: 1) the period of service; 2) a description of the services provided; 3) the rate, number of units, and amount for each service purchased; 4) gross charges; and 5) net charges.
- B. Authorization of Payment: For Chemical Dependency Treatment Fund eligible clients the Department of Human Services will review the invoice. The parties understand that, if the period of service, rate per unit of service, or number of units of service provided was not authorized by the County, or if the gross charges on the invoice exceed the maximum amount authorized by the County, the Department of Human Services shall modify the charges to be paid by the Consolidated Chemical Dependency Treatment Fund.
- C. Payment – Chemical Dependency Fund Eligible Clients: The Department of Human Services shall review the Invoice-Chemical Dependency Fund Form and make payment to the Contractor for reimbursement – eligible services payable under the Consolidated Chemical Dependency Treatment Fund. The parties understand that, pursuant to Minnesota Statutes, Section 245B.06, Subdivision 3, the Commissioner of Human Services shall pay eligible vendors for placements made by local agencies according to Minnesota Statutes, Section 245B.03 or by tribal designated agencies according to Minnesota Statutes, Section 245B.09.

V. Audit and Record Disclosures. The Contractor shall:

- A. Send the following financial, statistical and social services reports to the County: 1) Quarterly program/service reports on individual clients, 2) A summary of each individual client's progress within thirty (30) days of discharge from service.
- B. Participate in the DAANES or comparable client information system and comply with the reporting requirements of Minnesota Rules, Par 9530.7030.

PURCHASE OF SERVICES CONTRACT

- C. Allow personnel of the County, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services and copy such materials as necessary.
- D. Maintain all records pertaining to the contract at 2031 Rowland Rd., Mora, MN 55051 for four (4) years for audit purposes.
- E. Cooperate with the monitoring procedures of the Minnesota Department of Human Services established pursuant to Minnesota Statutes, Chapter 254A.
- F. The County reserves the right to monitor the Contractor's performance under this contract by observation of direct service provision to clients and/or survey of agencies or individuals purchasing or receiving services.

- VI. **Safeguard of Client Information.** The use of disclosure by any party of information concerning an eligible client in violation of any rule or confidentiality provided for in Laws of Minnesota, Chapter 13, or for any purpose not directly connected with the County's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian, in conformance with these laws and regulations. The person designated as responsible for the dissemination of data on individuals is the program director.

All data collected, created, received, maintained, or disseminated for any purposes in the course of the Contractor's performance of this Agreement is governed by the MN Government Data Practices Act, Minnesota Statutes Chapter 13 or any other applicable State Statutes, any State Rules adopted to implement the Act, as well as Federal regulations on Data Privacy, including the Health Insurance Portability and Accountability Act (HIPAA).

The Contractor agrees to abide strictly by these statutes, rules and regulations.

- VII. **Equal Employment Opportunity and Civil Rights and Non-discrimination.** When applicable, the Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 regarding meaningful access to services for people with Limited English Proficiency (LEP), Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504; (When applicable) Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073 (1982). This section shall not apply if the grant is for less than \$50,000 and the Contractor has employed twenty or less full-time employees during the previous 12 months.

PURCHASE OF SERVICES CONTRACT

VIII. **Fair Hearing and Grievance Procedures.** The County agrees to provide for a fair hearing and grievance procedure in conformity with Minnesota Rules, Parts 9530.665 and 9550.0092, and Minnesota Statutes, Section 256.045.

IX. **Bonding, Indemnity, Insurance, and Audit Clause.**

A. Bonding: The Contractor shall obtain and maintain at all times, during the term of this agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond shall be in the amount of \$50,000.

B. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the County from any and all liability, loss, damages, costs or expenses which may be claimed against the County or Contractor. 1) By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased, or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or his assigns; or 2) By reason of any service client's causing injury to, or damage to, the property of another person during any time when the Contractor or his assigns, or employee thereof has undertaken or is furnishing the care and service called for under this Agreement

C. Insurance:

1. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from the Contractor's operations under the Agreement, whether such operations be by the Contractor, or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts any one of them may be liable.

2. Contractor shall secure the following coverage and comply with all provisions noted. Certificate of Insurance shall be issued evidencing such coverage to the County.

a. **General Liability Insurance:**

Commercial General Liability Insurance (ISO CGL form)

Minimum Limits:

\$1,000,000 – each occurrence limits:

\$3,000,000 - general aggregate

\$2,000,000 – products/completed operations total limit

\$1,000,000 – personal injury and advertising liability

PURCHASE OF SERVICES CONTRACT

The policy is to be written on an occurrence basis. Certificates of Insurance must indicate if the policy is issued on a claims-made or Occurrence basis, and if coverage is provided for X, C, U hazards if Applicable. The policy will cover contractual liability, Kanabec County, its Officials and employees shall be added as additional insured with a cross liability/cross suits clause for the protection of the County.

b. Worker's Compensation and Employer's Liability: Per Minnesota Statute.

X. **Conditions of the Parties' Obligations.**

- A. This Agreement may be canceled by either party at any time upon 30 day notice, in writing, delivered by mail or in person.
- B. Before the termination date specified in Section I of this Agreement, the County may evaluate the performance of the Contractor in regard to the terms of this Agreement to determine whether such performance merits renewal of Agreement.
- C. Any alterations, variation, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced in writing, duly signed, and attached to the original of this Agreement.
- D. No claim for services furnished by the Contractor, not specifically provided in the Agreement, will be allowed by the County, nor shall the Contractor do any work or furnish any material not covered by the Agreement, unless this is approved in writing by the County. Such approval shall be considered to be a modification of the Agreement.
- E. In the event that there is a revision of Federal regulations, which might make this Agreement ineligible for Federal financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.
- F. It is understood and agreed that in the event the reimbursement to the Agency from local, state and federal sources is not obtained or continued at a level sufficient to allow for the purchase of the indicated quantity of purchased services, or if program and service needs change that necessitate the reallocation of funds to other areas, then the terms of this contract shall be renegotiated or the maximum County dollars reduced proportionately to the available funding remaining for these services.
- G. Liability: Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and not be responsible for the acts of the other party and the results thereof. The parties further agree to indemnify and hold each other harmless against any and all liability, loss, cost, damage, expense, claim or action arising out of any act or omission of the other party in their execution,

PURCHASE OF SERVICES CONTRACT

performance, or failure to perform their obligations under this agreement. The County's liability shall be governed by the provisions of Minnesota Statutes Chapter 466 (Tort Liability, Political Subdivisions).

- XI. **Subcontracting** The Contractor shall not enter into subcontracts for any of the goods or services contemplated under this Agreement without written approval of the County. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.
- XII. **Third Party Beneficiary.** The Commissioner of the Minnesota Department of Human Services is named as a third party beneficiary to this Agreement.
- XIII. **Compliance with Other Regulations.** The Contractor further agrees to comply with Minnesota Statutes Section 148A.03, Subd. 3 (Liability of an Employer).
- XIV. **Entire Agreement.** It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.

COUNTY OF KANABEC

RECOVERING HOPE TREATMENT CENTER

Date: _____

Date: _____

Kanabec County Board of Commissioners
Gene Anderson, Chair

Program Director

ATTEST:

APPROVED AS TO FORM AND EXECUTION:

Date: _____

Date: _____

Kanabec County Coordinator

Kanabec County Attorney

Resolution # FS 9/21/21
Revised Recovering Hope Chemical Dependency
Treatment Services Agreement resolution

WHEREAS, Minnesota Statutes Chapter 254B establishes the Consolidated Chemical Dependency Treatment Fund to enable counties to provide chemical dependency treatment services to eligible clients, and

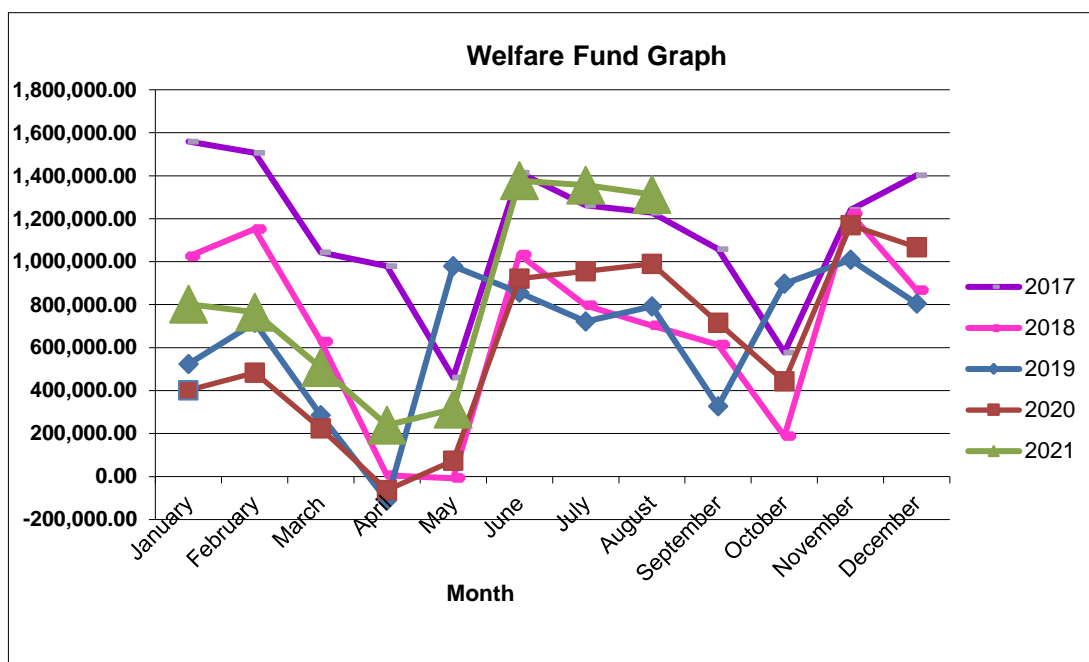
WHEREAS, Kanabec County Family Services has requested Recovering Hope a local agency, to provide chemical dependency treatment services pursuant to Minnesota Statutes, Chapter 254B, and

WHEREAS, Recovering Hope is licensed to provide chemical dependency treatment services and is willing to provide said services, and

WHEREAS, this contract was presented and approved by Kanabec County Family Services Board in August, 2021 and after approval changes were made by Recovering Hope requiring review by the County Attorney and subsequently requiring the Board's re-approval.

THEREFORE BE IT RESOLVED the Kanabec County Family Services Board approves the revised agreement for chemical dependency treatment services with Recovering Hope for the time period September 3, 2021 through December 31, 2022 at the rates approved by DHS and stated in the Agreement.

	2017	2018	2019	2020	2021
January	1,559,203.05	1,024,705.97	523,556.70	401,131.39	802,602.99
February	1,507,019.98	1,151,821.98	715,738.74	483,781.08	764,375.81
March	1,044,116.93	629,190.77	285,341.21	225,078.17	507,711.89
April	979,174.37	5,607.36	-109,902.43	-63,141.11	239,129.82
May	461,452.14	-7,853.46	979,247.26	73,382.15	313,993.85
June	1,413,892.29	1,032,778.15	855,820.47	920,867.09	1,376,518.14
July	1,262,151.35	796,820.09	721,467.48	955,700.06	1,355,779.92
August	1,228,621.03	703,093.77	791,435.79	990,235.56	1,312,346.82
September	1,058,187.52	613,301.63	326,963.03	716,408.79	
October	577,905.27	187,807.92	897,606.65	443,084.51	
November	1,241,274.27	1,222,983.64	1,008,939.34	1,170,024.75	
December	1,402,699.93	867,114.62	804,618.63	1,067,709.00	
Totals	13,735,698.13	8,227,372.44	7,800,832.87	7,384,261.44	6,672,459.24
Averages	1,144,641.51	685,614.37	650,069.41	615,355.12	834,057.41
6 month Avg.	1,128,473.23	731,853.61	758,505.15	890,527.11	850,913.41
Rolling 12 month Avg	1,144,641.51	685,614.37	650,069.41	615,355.12	839,140.52



Kanabec County Family Services - Board Financial Report				Through August 2021							
	Total year to date/			8.33%	16.67%	25.00%	33.33%	41.67%	50.00%	58.33%	66.67%
Department	Budget	% of budget	Total	January	February	March	April	May	June	July	August
Income Main. Service											
Exp	689,139.00	69.11%	476,297.79	51,854.59	63,387.07	80,380.32	51,877.25	54,027.63	51,235.29	72,153.99	51,381.65
Rev	385,501.00	58.02%	223,678.85	10,047.98	56,794.47	10,047.98	9,841.60	59,709.01	9,841.60	18,219.50	49,176.71
Tax	295,906.00	52.01%	153,893.48	4,747.06					149,146.42		
State Shared Rev			12,718.29							12,718.29	
Recoveries											
Exp	19,100.00	72.19%	13,788.92	3,262.28	0.00	1,917.78	1,505.83	1,945.70	0.00	3,177.13	1,980.20
Rev	19,100.00	68.76%	13,133.29	1,941.31	818.09	1,469.78	2,180.99	2,727.44	2,158.51	1,383.61	453.56
Tax	24,847.00	52.04%	12,929.66	405.92					12,523.74		
State Shared Rev			1,067.95							1,067.95	
Burials											
Exp	25,000.00	43.17%	10,791.26	0.00	863.01	1,800.00	5,400.00	0.00	832.00	1,896.25	0.00
Rev			0.00								
Tax			0.00								
Child Support											
Exp	359,777.00	65.22%	234,662.62	26,967.91	23,235.11	40,119.83	23,276.07	30,879.16	23,261.31	39,213.01	27,710.22
Rev	412,000.00	62.94%	259,325.99	29,456.92	55,770.28	15,789.49	25,068.67	45,964.81	15,245.00	32,792.76	39,238.06
Tax											
MA Services											
Exp	483,900.00	82.25%	398,003.17	37,587.78	21,091.85	70,538.34	48,621.27	52,283.14	27,984.09	31,741.07	108,155.63
Rev	418,000.00	103.41%	432,264.73	59,053.49	31,205.13	73,017.31	29,650.19	50,174.73	119,238.91	12,378.04	57,546.93
Tax	64,151.00	52.02%	33,371.39	1,037.36					32,334.03		
State Shared Rev			2,757.25							2,757.25	
Child Care											
Exp	230,950.00	40.39%	93,283.77	31,466.06	8,840.21	14,748.44	6,901.63	7,805.52	9,107.12	6,512.87	7,901.92
Rev	229,768.00	69.77%	160,298.26	858.00	745.00	77,369.00	585.00	74,117.26	739.00	768.00	5,117.00
Tax	1,129.00	52.09%	588.05	18.79					569.26		
State Shared Rev			48.54							48.54	
Fraud											
Exp	75,704.00	66.33%	50,212.04	5,930.22	5,953.80	5,865.82	6,436.80	5,865.81	5,942.53	8,342.25	5,874.81
Rev			0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
Tax	73,863.00	52.00%	38,409.87	1,180.19					37,229.68		
State Shared Rev			3,174.72							3,174.72	
Adult Services											
Exp	3,500.00	68.00%	2,380.00	33.30	0.00	2,346.70	0.00	0.00	0.00	0.00	0.00
Rev	8,817.00	84.10%	7,414.66	16.67	0.00	33.34	16.67	16.67	16.67	7,281.30	33.34
Tax											
Dev. Disability											
Exp	91,389.00	45.28%	41,379.14	4,988.66	4,527.59	4,891.63	6,583.89	5,072.69	4,575.23	6,591.92	4,147.53
Rev	73,941.00	43.30%	32,019.00	0.00	10,606.00	0.00	0.00	10,193.00	0.00	0.00	11,220.00
Tax	16,941.00	52.56%	8,903.50	364.58					8,538.92		
State Shared Rev			728.15							728.15	

Mental Health												
Exp	1,216,129.00	73.44%	893,174.55	93,026.89	117,059.81	101,367.94	119,009.34	106,998.11	102,292.38	136,243.14	117,176.94	
Rev	693,784.00	91.90%	637,604.41	15,137.98	49,929.36	60,463.85	80,836.27	86,654.55	160,406.48	74,512.27	109,663.65	
Tax	509,364.00	52.12%	265,490.48	8,753.69					256,736.79			
State Shared Rev			21,892.94							21,892.94		
Chemical Dependency												
Exp	117,000.00	28.08%	32,848.74	1,620.00	0.00	2,000.00	3,221.06	9,049.12	1,950.00	15,008.56	0.00	
Rev	51,000.00	63.99%	32,632.81	747.25	9,369.46	0.00	0.00	4,808.00	0.00	5,929.39	11,778.71	
Tax	64,376.00	50.40%	32,447.89	0.00					32,447.89			
State Shared Rev										2,766.96		
Child Services												
Exp	567,262.00	62.04%	351,922.79	34,279.23	31,007.16	70,623.34	33,885.81	36,506.28	57,560.39	50,175.79	37,884.79	
Rev	341,681.00	73.59%	251,457.09	9,327.07	41,967.49	10,063.28	11,010.79	39,587.93	19,088.81	63,855.62	56,556.10	
Tax	220,009.00	52.65%	115,842.10	4,950.02					110,892.08			
State Shared Rev			9,456.20							9,456.20		
Social Services												
Exp	1,278,208.00	64.79%	828,207.57	95,243.93	94,909.96	92,572.30	94,967.91	96,107.29	98,883.14	148,172.51	107,350.53	
Rev	1,061,420.00	82.35%	874,028.22	50,849.88	115,773.01	54,655.76	48,133.99	133,888.52	46,115.99	300,751.25	123,859.82	
Tax	211,426.00	51.94%	109,820.60	3,254.91					106,565.69			
State Shared Rev			9,087.27							9,087.27		
Income Main. Admin												
Exp	88,074.00	64.04%	56,406.02	6,530.06	6,527.64	6,439.62	6,676.63	7,348.64	6,394.63	9,783.55	6,705.25	
Rev	52,372.00	62.51%	32,736.34	1,235.14	8,716.90	1,235.14	1,456.56	8,035.68	2,465.56	1,251.66	8,339.70	
Tax	34,786.00	51.87%	18,044.43	511.19					17,533.24			
State Shared Rev			1,495.12							1,495.12		
Social Services Admin.												
Exp	301,984.00	59.22%	178,833.65	22,485.54	23,816.23	23,972.50	22,073.56	21,509.27	16,835.68	29,430.39	18,710.48	
Rev	65,000.00	63.20%	41,083.00	0.00	14,854.00	0.00	0.00	13,296.00	0.00	0.00	12,933.00	
Tax	231,078.00	52.05%	120,274.50	3,803.66					116,470.84			
State Shared Rev			9,931.92							9,931.92		
FS Admin												
Exp	672,578.00	67.92%	456,830.09	69,803.74	54,781.56	44,941.17	50,571.59	49,153.52	52,224.61	82,274.25	53,079.65	
Rev	148,488.00	59.72%	88,671.14	3,716.88	21,224.63	3,716.88	3,645.84	30,242.31	3,645.84	3,768.84	18,709.92	
Tax	510,946.00	52.08%	266,092.00	8,558.24					257,533.76			
State Shared Rev			21,960.91							21,960.91		
Agency Totals												
Exp	6,219,694.00	66.23%	4,119,022.12	485,080.19	456,001.00	564,525.73	481,008.64	484,551.88	459,078.40	640,716.68	548,059.60	
Rev	3,960,872.00	77.92%	3,086,347.79	182,388.57	417,773.82	307,861.81	212,426.57	559,415.91	378,962.37	522,892.24	504,626.50	
Tax	2,258,822.00	52.07%	1,176,107.95	37,585.61	0.00	0.00	0.00	0.00	1,138,522.34	0.00	0.00	
State Shared Rev			97,086.22	0.00	0.00	0.00	0.00	0.00	0.00	97,086.22	0.00	
Total Revenue	6,219,694.00	70.09%	4,262,455.74	219,974.18	417,773.82	307,861.81	212,426.57	559,415.91	1,517,484.71	619,978.46	504,626.50	

Board Approval Report

SSIS pymt. batch #: 108729626

Paid Cnty Vendor	Total Payments		Total Amount
Bliss/Jenny, 000010784	2		7,440.00
Svc Description	Svc Code	Payments	Amount
Adult Outpatient Psychotherapy	452	2	7,440.00
Central Minnesota Jobs & Training, 000015800	1		14,206.16
Svc Description	Svc Code	Payments	Amount
Statewide MFIP Employment Services	237	1	14,206.16
Central Mn Mental Health Center, 000011298	2		3,000.00
Svc Description	Svc Code	Payments	Amount
Detoxification	371	1	1,500.00
Detoxification Transportation	317	1	1,500.00
Clear Brook II Apartments, 000011440	1		1,450.00
Svc Description	Svc Code	Payments	Amount
Adolescent Life Skills Training	146	1	1,450.00
Community Living Options, 000011478	3		922.32
Svc Description	Svc Code	Payments	Amount
Semi-Independent Living Services (SILS)	534	3	922.32
CORE Professional Services P.A., 000011511	1		200.00
Svc Description	Svc Code	Payments	Amount
Family-Based Counseling Services	162	1	200.00
Families in Transition Services Inc, 000012296	9		1,087.20
Svc Description	Svc Code	Payments	Amount
Family-Based Counseling Services	162	9	1,087.20
Family Pathways, 000012298	46		3,905.00
Svc Description	Svc Code	Payments	Amount
Family-Based Counseling Services	162	46	3,905.00
Holiday Station, 000012800	1		100.00
Svc Description	Svc Code	Payments	Amount
Parent Support Outreach Services	167	1	100.00
Ignaszewski/Karissa, 000012959	2		12,735.00
Svc Description	Svc Code	Payments	Amount
Adult Outpatient Psychotherapy	452	2	12,735.00
Life House, Inc., 000013641	3		2,829.26
Svc Description	Svc Code	Payments	Amount
Adolescent Life Skills Training	146	2	567.65
Children's Group Residential Care	183	1	2,261.61
MN DHS-SOS, 000011816	7		9,221.25
Svc Description	Svc Code	Payments	Amount
State-Operated Inpatient	472	7	9,221.25
Nexus-Gerard Family Healing , LLC, 000012394	1		10,115.92
Svc Description	Svc Code	Payments	Amount
Children's Residential Treatment	483	1	10,115.92
Northwestern Minnesota Juvenile Center, 000015203	1		4,770.00
Svc Description	Svc Code	Payments	Amount
Correctional Facilities	185	1	4,770.00
Ogilvie Public School, 000015273	2		50.00
Svc Description	Svc Code	Payments	Amount

Board Approval Report

Paid Cnty Vendor			Total Payments	Total Amount
Adolescent Life Skills Training	146	2	50.00	
Options Residential, 000015334			1	1,340.13
Svc Description	Svc Code	Payments	Amount	
Child Family Foster Care	181	1	1,340.13	
PHASE, Inc., 000015579			2	1,369.48
Svc Description	Svc Code	Payments	Amount	
Day Training and Habilitation	566	1	921.48	
Transportation	516	1	448.00	
Richardson MD/Paul T, 000016136			2	5,045.00
Svc Description	Svc Code	Payments	Amount	
Adult Outpatient Psychotherapy	452	2	5,045.00	
River Center Properties, 000016122			1	640.00
Svc Description	Svc Code	Payments	Amount	
Adolescent Life Skills Training	146	1	640.00	
RSI, 000016246			2	545.76
Svc Description	Svc Code	Payments	Amount	
Semi-Independent Living Services (SILS)	534	2	545.76	
Village Ranch, Inc., 000017414			6	7,423.57
Svc Description	Svc Code	Payments	Amount	
Child Family Foster Care	181	6	7,423.57	
Volunteers Of America, 000017460			4	3,384.53
Svc Description	Svc Code	Payments	Amount	
Semi-Independent Living Services (SILS)	534	4	3,384.53	
Report Totals:			100	91,780.58

I hereby certify that the above amounts have been approved and allowed by the county Welfare Board for payment to the claimant as in each instance stated that said county Welfare Board authorizes and instructs the county Auditor and county Treasurer of said county to pay the same.

Signature

Title

Date

Vendor Name	Amount
Health Insurance Reimbursement	\$ 148.50
Jen Anderson	\$ 274.96
Health Insurance Reimbursement	\$ 518.32
Health Insurance Reimbursement	\$ 582.04
Health Insurance Reimbursement	\$ 148.50
Rhonda Bergstadt	\$ 182.00
Medical Mileage	\$ 73.92
Chelsey Bottelson	\$ 32.15
Health Insurance Reimbursement	\$ 148.50
Health Insurance Reimbursement	\$ 555.02
Card Services	\$ 298.41
Health Insurance Reimbursement	\$ 148.50
Medical Mileage	\$ 89.92
Clifton Larson Allen	\$ 50.00
Health Insurance Reimbursement	\$ 148.50
Denise Danelius	\$ 47.60
DHS	\$ 8,305.14
DNA (Child Support Blood Test)	\$ 81.00
Health Insurance Reimbursement	\$ 148.50
Health Insurance Reimbursement	\$ 148.50
Health Insurance Reimbursement	\$ 148.50
Medical Mileage	\$ 63.36
Medical Mileage	\$ 60.50
Health Insurance Reimbursement	\$ 148.50
Health Insurance Reimbursement	\$ 148.50
Health Insurance Reimbursement	\$ 173.00
Health Insurance Reimbursement	\$ 148.50
Independent School District 332 (LCTS)	\$ 23,850.00
Health Insurance Reimbursement	\$ 148.50
Katie Heacock	\$ 99.68
Leah Hjort	\$ 91.84
Linda Hosley	\$ 158.72
Innovative Office Solutions	\$ 1,250.30
Cheryl Jenkins	\$ 187.60
Health Insurance Reimbursement	\$ 168.30
Health Insurance Reimbursement	\$ 148.50
Health Insurance Reimbursement	\$ 410.52
Kanabec County Attorney	\$ 5,785.20
Kanabec County LCTS	\$ 23,532.00
Kanabec County Aud Treas	\$ 6,134.63
Kanabec Counrty Comm Health	\$ 14,216.46
Medical Mileage	\$ 263.20
Health Insurance Reimbursement	\$ 148.50
Health Insurance Reimbursement	\$ 148.50
Medical Mileage	\$ 58.52
Medical Mileage	\$ 55.44
Medical Mileage	\$ 320.02
Kari Lindstrom	\$ 183.12
Ashlee Lovaas	\$ 73.92
Medical Mileage	\$ 88.61
Alissa McDermeit	\$ 254.24

Health Insurance Reimbursement	\$	148.50	
MN County Attorneys Association	\$	350.00	
Kelly Mitchell	\$	216.72	
MSSA	\$	90.00	
Health Insurance Reimbursement	\$	374.32	
National Association of Social Workers	\$	300.00	
Health Insurance Reimbursement	\$	148.50	
Health Insurance Reimbursement	\$	357.56	
Aliina Olson	\$	12.55	
Health Insurance Reimbursement	\$	148.50	
Health Insurance Reimbursement	\$	148.50	
Health Insurance Reimbursement	\$	148.50	
Health Insurance Reimbursement	\$	148.50	
Health Insurance Reimbursement	\$	148.50	
Medical Mileage	\$	61.16	
Premier Biotech Labs LLC	\$	275.90	
Procentive	\$	1,390.00	
Health Insurance Reimbursement	\$	148.50	
Health Insurance Reimbursement	\$	148.50	
Health Insurance Reimbursement	\$	1,142.96	
Health Insurance Reimbursement	\$	148.50	
Health Insurance Reimbursement	\$	502.35	
Health Insurance Reimbursement	\$	203.92	
Health Insurance Reimbursement	\$	918.46	
Medical Mileage	\$	143.36	
SHI International Corp	\$	1,435.00	
Health Insurance Reimbursement	\$	148.50	
Health Insurance Reimbursement	\$	135.92	
Health Insurance Reimbursement	\$	148.50	
Health Insurance Reimbursement	\$	195.20	
Health Insurance Reimbursement	\$	148.50	
Health Insurance Reimbursement	\$	306.28	
Timber Trails	\$	9,920.88	
Health Insurance Reimbursement	\$	148.50	
Medical Mileage	\$	29.70	
Katie Vork	\$	239.68	
Health Insurance Reimbursement	\$	337.48	
Health Insurance Reimbursement	\$	148.50	
Health Insurance Reimbursement	\$	458.48	
Health Insurance Reimbursement	\$	319.94	
Health Insurance Reimbursement	\$	319.94	
Health Insurance Reimbursement	\$	423.93	
Sharon Wright	\$	58.80	
TOTAL IFS DOLLARS	\$	113,545.15	94 Total IFS Vendors
TOTAL SSIS DOLLARS	\$	91,780.58	22 Total SSIS Vendors
GRAND TOTAL	\$	205,325.73	116 Total Vendors

9:30am Appointment

September 21, 2021

REQUEST FOR BOARD ACTION

a. Subject: Employee Service Recognition	b. Origination: Coordinator's Office
c. Estimated time: 10 minutes	d. Presenter(s): Gene Anderson, Board Chair

e. Board action requested:

- Recognition of 25 Years of Employee Service – Lucas Athey, Career Probation Agent

f. Background:

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

9:40am Appointment

September 21, 2021

REQUEST FOR BOARD ACTION

a. Subject: Regional Juvenile Center--Lino	b. Origination: Probation
c. Estimated time: 10 minutes	d. Presenter(s): Todd Eustice

e. Board action requested: Review the membership with RJC-Lino for juvenile detention and placement

f. Background;

Kanabec County has been a member (contracted for one bed) of the RJC-Lino secure detention facility for more than 25 years. The one bed we have been contracted for has a cost of \$280 per day for each year. For the last 5 years prior to the COVID virus, Kanabec County was using 60% of the contracted bed on average. Thus, the county having to pay for the 40% of beds that were not used. In December of 2020, the County decided, as I also recommended, to not renew the membership due to the cost of unused beds. This membership will end on January of 2022.

RJC-Lino has recently changed their Joint Powers Agreement and will now allow a county to be a member with a half bed contract, being financially responsible for 183 days, instead of 365. The 2021 per diem for RJC-Lino is \$280 per day for members and \$330 per day for non-members.

RECOMMENDATION

I would recommend the county renew the membership for a half bed. As stated above, Kanabec County was using 60% of a full bed for 5 years prior to COVID.

Supporting Documents: None ☒ **Attached:**

Date received in County Coordinators Office: 9/15/21

Coordinators Comments:

9:55am Appointment

September 21, 2021

REQUEST FOR BOARD ACTION

a. Subject: Request Approval to Hire a Temporary Employee to Help Cover a Vacancy	b. Origination: IS department
c. Estimated time: 10 minutes	d. Presenter(s): Lisa Blowers, IS Director

e. Board action requested:

Resolution #__ – 09/21/21

Temporary Computer Technician Resolution

WHEREAS, there is a temporary vacancy for a Computer Technician due to an employee resigning, and

WHEREAS, the Information Systems Department has many projects coming up in the near future and will need assistance with the workload before a new employee is hired;

THEREFORE BE IT RESOLVED to allow the Information Systems Director to hire a part time Computer Technician on a temporary basis not to exceed \$4,000.00.

f. Background:

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

10:10am Appointment

September 21, 2021

REQUEST FOR BOARD ACTION

a. Subject: QPR Train the Trainer License Agreement	b. Origination: Erica Bliss, KCVSO
c. Estimated time: 10 minutes	d. Presenter(s): Erica Bliss, KCVSO

e. Board action requested:

RESOLUTION #__-9/21/21 QPR Training for KCVSO

WHEREAS crisis response and suicide prevention are areas of significant concern in the Veteran population; and

WHEREAS KCVSO has an opportunity to become a trainer in suicide prevention in a program called QPR; and

WHEREAS the KCVSO has received funding for said training from the Pokegama Lake Association; and

WHEREAS the County Attorney has reviewed the license agreement for said training program and found it to be acceptable;

THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners hereby approves the KCVSO's participation in the QPR training;

BE IT FURTHER RESOLVED the Kanabec County Veterans' Services Officer is authorized to sign the license agreement.

f. Background:

QPR is a suicide prevention training. The benefits of QPR are: The training is short in duration, easy to understand and can be provided to large or small groups. CVSO would like to provide the training to veterans and local veteran networks.

This training has been helpful in the reduction of death by suicide. When community members are aware of the questions to ask and trained how to respond to someone in crisis, the individual in crisis receives timely and appropriate services. This training is currently provided through Kanabec County Public Health. KCPH has a much wider audience to include the general population and school districts. Our office, in partnership with Recovering Hope will specifically provide training to the veteran community and veteran networks who serve Kanabec County Veterans.

Upon completion of the training Erica will be able to train veterans and community members in QPR and provide necessary materials.

Funding for this training is provided by a grant from the Pokegama Lake Association.

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:



License Agreement for Certified QPR Instructors

This agreement is made and entered into as of the _____ day of _____, by and between the QPR Institute, a corporation having its principal offices at Spokane, Washington, and Erica Bliss, Kananaskis County, AL ("Licensee").

Recitals

- A. The QPR Institute (QPRI) has acquired expertise and experience related to suicide prevention, and owns a training program entitled *QPR, Instructor Certification Course* for use in providing suicide prevention Gatekeeper training.
- B. Licensee desires to use QPRI's aforementioned training program and to receive assistance and technical support from the Institute in connection with such use.
- C. QPRI is willing to permit Licensee's use of QPRI's aforementioned training program and to provide limited assistance and training to Licensee in connection with such use under the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the covenants and mutual promises contained herein, and for other good and valuable consideration, QPRI and Licensee hereby agree, as follows:

Terms of Agreement

Section 1: Definitions

1.1 As used in this Agreement, the "QPR PROGRAM" means the training program entitled *QPR, Instructor Certification Course* developed by Paul Quinnett, Ph.D. for use in providing private and public Gatekeeper training by Licensee under this Agreement.

1.2 As used in this Agreement, "QPR INSTRUCTOR'S MANUAL" means the participant certified instructor's guide, which is made available to the Licensee by QPRI under this Agreement for use in the teaching of the QPR PROGRAM.

1.3 As used in this agreement, QPR CARDS AND BOOKLETS means the Gatekeeper QPR card and booklet provided to each Gatekeeper trained by the Licensee under this agreement in connection with the QPR PROGRAM.

Section 2: Grant of Limited License

2.1 Subject to the terms and conditions of this Agreement, QPRI hereby grants Licensee a limited right to use the QPR PROGRAM and the QPR BOOKLETS AND CARDS to provide Gatekeeper training to any group.

Section 3: QPR PROGRAM Materials

3.1 Licensee shall not copy, in whole or in part, any QPR INSTRUCTOR'S MANUAL without QPRI's prior written consent, except as specified otherwise in the QPR MANUAL itself, as certain print materials contained therein are not copyright protected. Additional copies of the QPR CARD AND BOOKLET, or a permit to print same, may be obtained by Licensee from QPRI during the term of this Agreement at QPRI's then-prevailing published list price.

3.2 The QPR INSTRUCTOR'S MANUAL and QPR CARDS AND BOOKLETS are copyrighted and owned by Paul Quinnett and QPRI, and are made available to Licensee under license from QPRI. THIS MEANS THAT LICENSEE IS NOT AUTHORIZED TO SELL OR LEASE ANY OF THESE MATERIALS OR ANY PORTION THEREOF TO INDIVIDUALS OR COMPANIES. LICENSEE'S RIGHT TO THESE MATERIALS IS LIMITED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND VIOLATION OF THESE TERMS AND CONDITIONS WILL CONSTITUTE A BREACH OF THIS AGREEMENT AND/OR A VIOLATION OF FEDERAL COPYRIGHT LAWS.

3.3 Licensee covenants and agrees that any and all enhancements to the QPR INSTRUCTOR'S MANUAL, and/or QPR CARDS AND BOOKLETS which Licensee conceives or works upon during the term of this Agreement shall be promptly disclosed to QPRI. Licensee also agrees to forward for review and approval, any additional slides added to the core 21 slide QPR training program except those already approved and provided on the QPR Institute web site, or that have to do with local referral or emergency response information. Unless otherwise expressly agreed between the parties, any and all such enhancements shall be considered as a part of the QPR PROGRAM and will, in all respects be subject to the terms and conditions of this Agreement. Licensee shall not be prohibited from making independent use of original or third party illustrations, stories or examples which might be used by certified instructors to supplement the materials in conjunction with presenting the QPR PROGRAM and any such illustrations, stories and examples shall not themselves be considered as "enhancements" under this paragraph 3.3.

Section 4: Training and Assistance Provided by QPRI

4.1 In addition to the QPR INSTRUCTOR'S MANUAL, the QPR Institute agrees to provide, at Licensee's request, other reasonably necessary assistance to Licensee in the use of the QPR PROGRAM.

Section 5: Licensee's Use of the QPR, CPR FOR SUICIDE PREVENTION PROGRAM

5.1 In providing Gatekeeper training using the QPR PROGRAM, Licensee agrees to present and offer the QPR PROGRAM in its entirety and as instructed during the one-day QPR certification course.

5.2 In providing Gatekeeper training, the Licensee agrees to furnish each Gatekeeper with his or her own QPR CARD AND BOOKLET to use, write in, keep and refer to, both during and following the training. Licensee shall not require nor encourage, either directly or indirectly, two or more Gatekeepers to share a single QPR CARD AND BOOKLET except when training families.

5.3 The restrictions contained in this Section 5 are intended to preserve Paul Quinnett and QPRI's good will and reputation by maintaining the integrity of the QPR PROGRAM and assuring that the QPR PROGRAM is used only with its intended audiences for its intended purpose. Licensee hereby acknowledges QPRI's legitimate interest in maintaining the integrity of the QPR PROGRAM and in regulating the method in which it is presented, and Licensee hereby agrees that the restrictions set forth in this Section 5 are reasonable in light of QPRI's aforementioned legitimate interest.

Section 6: Payment by Licensee

6.1 Execution of this Agreement assumes payment has been made by Licensee or third party for the 3 year certification or 3 year re-certification.

Section 7: Maintenance and Infringement of Copyrights

7.1 Licensee will not at any time do or cause to be done any act or thing contesting or in any way impairing or intending to impair the copyrights in any materials provided by QPRI to Licensee under this Agreement. Licensee shall not in any manner represent that it has ownership of the copyrights in any such materials.

7.2 During the term of this Agreement, as defined in section 10, and within thirty (30) days of discovery, Licensee agrees to promptly report to QPRI all facts relating to any infringement to copyrights in any materials provided by QPRI to Licensee under this Agreement. The QPRI agrees to prosecute all who infringe upon such copyrights to the best of its ability and at its own expense when, in QPRI's judgment, prosecution is justified. Licensee agrees to cooperate fully with QPRI in the prosecution of any such infringements.

Section 8: Indemnification

8.1 In the event that the QPR PROGRAM and/or any of the materials provided by QPRI to Licensee under this Agreement infringe upon any copyright or other proprietary right of any third party, QPRI agrees to indemnify Licensee against any and all costs, damages and/or attorney's fees that may be incurred by and/or awarded against Licensee as a result of such infringement, provided that:

- (a) QPRI shall promptly be notified in writing by Licensee of any claim of infringement; and

- (b) QPRI shall have sole control over the defense and disposition of such claim, including settlements or compromise, if any.

8.2 Notwithstanding the provisions of paragraph 8.1 above, QPRI shall have no liability to Licensee with respect to any claim of infringement that is based upon any unauthorized use, distribution or modification by Licensee of the QPR PROGRAM or of the materials provided by QPRI to Licensee under this agreement.

Section 9: Term and Termination

9.1 This Agreement shall become effective as of the date of certification or recertification and remain in effect for three years following that date as provided under the terms and conditions of this Agreement.

9.2 This Agreement shall automatically terminate if Licensee fails to comply with any of the material terms or conditions of this Agreement.

9.3 At the end of this agreement, Licensee agrees to either renew certification as
a
QPR Instructor, or terminate the agreement and desist from teaching the QPR PROGRAM.

Section 10: Notices

10.1 All notices under this Agreement shall be deemed to have been duly given upon mailing, if mailed by registered or certified mail, postage prepaid. The addresses of the parties for purpose of notice, unless subsequently changed by written notice to the other, are as follows:

In the case of QPRI: The QPR Institute, P.O. Box 2867, Spokane, Washington, 99220.

In the case of Licensee:

Section 11: Relationship of the Parties

11.1 It is understood and agreed that QPRI and Licensee are independent entities engaged in independent business and, except as provided herein, each shall bear all the costs and expenses incurred in the performance of their respective duties under this Agreement. Neither QPRI nor Licensee, nor any respective agent or employee of either, shall be regarded as an agent or employee of the other, and nothing herein shall be construed as reserving to any party the right to control the other, except as specifically provided herein. Neither party to this Agreement shall have the right or authority to make any promise, guarantee, warranty, or representation or to assume, create, or incur any liability or other obligation of any kind, express or implied, against or in the name of or on the behalf of the other.

Section 12: Miscellaneous Provisions

12.1 Titles which precede paragraphs or subsections of this Agreement are for convenience only and shall in no way affect the manner in which any provision is herein construed.

12.2 The invalidity of or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each provision shall be enforced to the maximum extent permitted by applicable law.

12.3 This Agreement is a binding agreement, and Licensee should contact QPRI for an explanation or seek competent legal advice if this Agreement is not understood. By making payment for training received through the QPR PROGRAM, Licensee acknowledges that it has read this Agreement and agrees to be bound by its terms and conditions.

12.4 This Agreement is the complete and exclusive statement of the agreement between Licensee and QPRI, and this Agreement supersedes all proposals or prior agreements and understandings, whether oral or written, and all other communications relating to the subject matter of this Agreement.

12.5 This Agreement may only be amended, or any provision herein waived, by written instrument executed by each party hereto. No waiver of any provision hereof shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein.

12.6 In the event either party institutes an action before any court of law to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to recover its costs and expenses incurred in connection with such action, including reasonable attorney's fees, in addition to any other or further relief awarded by the court.

12.7 This Agreement and its validity and interpretation shall be governed by and construed in accordance with the laws of the State of Washington notwithstanding any choice of law rules of Washington or any other state or jurisdiction.

IN WITNESS WHEREOF, the parties have signed and entered into the Agreement as of the date first mentioned above.

The QPR Institute

By: _____
Title: Director

LICENSEE

By: _____
Title: _____

PQ/KLW

10:20am Appointment

September 21, 2021

REQUEST FOR BOARD ACTION

a. Subject: Cost Allocation Plan Engagement Agreement	b. Origination Auditor/Treasurer's Office
c. Estimated time: 10 mins	d. Presenter(s): Denise Snyder

e. Board action requested:

RESOLUTION # -9/21/21

GMG Agreement

WHEREAS Kanabec County annually has an audit performed for all county programs that receive federal funding and supported by county support services paid from County appropriated funds to identify those county support services performed that the federal government will pay a fair share for these support services, and

WHEREAS this audit produces a Federal reimbursement to the Revenue Fund, and

WHEREAS the Kanabec County Board of Commissioners wishes to contract for the preparation of an indirect cost allocation plan to continue to receive Federal reimbursement, and

WHEREAS Government Management Group currently prepares cost allocation plans for over 30 Minnesota Counties and they have worked well with Kanabec County in the past, and

WHEREAS the Government Management Group is the lowest responsible cost provider found;

BE IT RESOLVED to approve an agreement with Government Management Group for the preparation of indirect cost allocation plans for the following years and rates:

2021 plan year at a cost of \$3,700

2022 plan year at a cost of \$3,700

2023 plan year at a cost of \$3,700

BE IT FURTHER RESOLVED to authorize Auditor/Treasurer Denise Snyder to sign the agreement on behalf of the county board.

f. Background: Supporting Documents: None: Attached: ☒

Date Received in County Coordinator's Office:	9/16/21
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Coordinators Comments:



September 3, 2021

Ms. Denise Snyder
Kanabec County Auditor-Treasurer
18 N Vine St., Suite 261A
Mora, MN 55051

Dear Ms. Snyder,

This letter will confirm our understanding of the engagement arrangements for **Government Management Group** to prepare Kanabec County's 2021-2022 central services cost allocation plans.

Government Management Group will prepare Kanabec County's Central Services Cost Allocation Plans for the fiscal years ending December 31, 2021, 2022, and 2023 in conformance with Title 2 CFR Part 200 regulations. We will assist the County in negotiating the plan with the designated cognizant agency and will make any revisions that may be necessary. We will monitor federal payments to ensure the County receives all eligible recoveries. Annually upon completion, we will deliver to the County one (1) bound paper copy and one electronic copy of the plan.

The fee for this service will be a fixed fee of \$3,750 (three thousand seven hundred and fifty dollars) for each plan. We will invoice the County annually upon completion of the plan. This fee includes all costs incurred by us.

I am pleased to have the opportunity to serve you.

If this letter correctly expresses your understanding, please sign below and return one copy to me.

Sincerely,
Government Management Group

Dennis Pond
President

APPROVED:

By: _____

Title: _____

Date: _____



KANABEC COUNTY PUBLIC WORKS DEPARTMENT

Chad T. Gramentz, PE, Public Works Director

903 Forest Avenue East, Mora, MN 55051

320-679-6300

Kanabec County Drainage Authority Board

To Be Held At:

Kanabec County Courthouse

Meeting Rooms 3&4

18 N Vine St, Mora, MN 55051

Date and Time:

September 21, 2021

10:45am

AGENDA:

1. Call Meeting to Order
2. Approval of Agenda
3. Approval of Minutes from 8-17-21
4. CD 2 & CD 10 Repair Petitions
 - a. Accept Inspection Reports for Ditch No. 2 & No. 10
 - b. County Ditch No. 10 – consider dismissal
 - c. County Ditch No. 2 – consider order of repair report
5. Public Comment
6. Adjourn

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of the County Coordinator

UNAPPROVED MINUTES

August 17, 2021

The Kanabec County Drainage Authority Board met at 6:30pm on Tuesday, August 17, 2021 pursuant to recess with the following Board Members present: Gene Anderson, Rick Mattson, Dennis McNally, Craig Smith, and Les Nielsen. Others Present: Public Works Director/Ditch Inspector Chad Gramentz, Engineers Zach Schuster and Chris Otterness from Houston Engineering, Environmental Services GIS Technician Ryan Carda, County Auditor/Treasurer Denise Snyder, County Coordinator Kris McNally and Recording Secretary Kelsey Schiferli.

The meeting was held in the Kanabec County Jail Training Room in order to allow enough space to accommodate all attendees.

6:30pm - The Chairperson called the meeting to order.

Action #1 - It was moved by Dennis McNally seconded by Craig Smith and carried unanimously to approve the agenda as presented.

Engineer Chris Otterness presented the inspection reports for Kanabec County Ditches 2 and 10. His presentation included descriptions of each ditch including the length, original slopes and depth, and direction of flow. He also presented the findings of the inspection reports which included blockage of flow, poorly defined channels, poor flow at road crossings, beaver dams, fallen trees, trees within banks, and areas of stagnant water.

Engineer Chris Otterness gave an overview of estimated construction costs to repair each ditch. Both full and partial repair estimates were reviewed. The difference between maintenance, repair and improvement were reviewed.

The results of the inspection report indicate that both County Ditches 2 and 10 are in need of repair. The next step would be for the Drainage Authority to order a repair report if they choose to move forward with the repair process.

The Chairperson called for public comment. Those that responded included:

Bill Watson	Questions regarding whether or not the original designs have been reviewed for effectiveness and what the approximate cost of a repair report would be. Ditch 10, opposed.
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Loren Berg	Questions regarding the number of acres the ditches provide drainage for and possible grant funding for the project. Ditch 2, opposed.
Jason Shockman	Questions regarding field culverts and who is responsible for them. Questions regarding drainage into Isanti County. Ditch 2, only in favor if the entire ditch will be repaired. Questions regarding allocation of interest for repairs.
Leonard Flikke	Questions and comments regarding the percentage of petitioners required to initiate the repair process, private ditches that run into county ditches, the cost to repair, tax forfeited land in the assessment area, and who would benefit from repairing the ditch.
Eugene Welch	Comments regarding when to repair the ditch, possible abandonment of the ditch, and benefits of the ditches to more people than just the landowners. Ditch 10, opposed.
Dennis Gilbert	Comments regarding the original purpose of the ditch.
Loren Lemke	Comments regarding property owners taking a vote whether or not the ditches should be repaired. Ditch 10, opposed.
Robert Coleman	Questions regarding clarification of the percentage of landowners required to petition request repair of the ditch.
Mark Knutson	Comments regarding the flooding of roads Pomroy Township. Ditch 10, opposed.
Ray Schwanke	Questions regarding how the cost to each landowner is determined. Ditch 10, opposed. Comments regarding drainage and impact on wetlands.

GIS Technician Ryan Carda and Public Works Director Chad Gramentz presented a map of the assessment area for each ditch in order to show how the cost per landowner was determined. The original cost was based on the percentage of each 40 acre parcel that would benefit from the ditch at the time it was designed. The cost per parcel today is based on the original benefits assessment from 1904. A sample of the original benefits assessment was presented, as well as the ditch petitions that were submitted earlier this year.

Additional public comments:

Amanda Peterson	Questions and comments regarding landowners repairing their own portions
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	of the ditch, wildlife conservation, and ownership of the ditch.
Scott Peterson	Questions and comments regarding spoil piles. Ditch 10, Opposed.
Dennis Gilbert	Questions regarding petitioners. Ditch 10, opposed.
Dale Rumble	Ditch 10, opposed.
Gary Thompson	Ditch 10, opposed.
Jeremy Gardner	Ditch 10, opposed.
Adam Stenstrom	Ditch 10, opposed.
Steve Oien	Ditch 10, opposed. Comments regarding road culverts and flow blockage.
Kaye Carda	Ditch 10, opposed.
Mike Knutson	Ditch 10, opposed.
Dan Helmbrecht	Ditch 10, opposed.
Galen Graber	Ditch 10, opposed.
Kevin Petersen	Ditch 10, opposed.
Shane Oslin	Ditch 10, opposed.
Charles Alcock	Ditch 10, opposed.
Robert Coleman	Ditch 10, opposed.
Matt Weimer	Ditch 2, opposed.
Joe Dolan	Ditch 2, opposed.
Daryl Erickson	Ditch 2, in favor.
Danny Richardson	Ditch 2, opposed.
Kevin Belkholm	Ditch 2, in favor of full clean out.
Loren Barnick	Ditch 2, in favor of cleaning and fixing.
Paul Belkholm	Ditch 2, in favor.
Rick Kawelek	Comments regarding cost to repair.
Melissa Willits	Questions regarding the bid process.
Bob Richardson	Comments regarding cost.

The Drainage Authority Board held a discussion regarding rules for crossing privately owned land to access County Ditches for repair, potential damages to property, types of equipment and contractors required to perform the work, the effectiveness of the ditches when they were originally constructed, allocation of cost for non-tax paying entities within the assessment area, and the determination of the size of easement on each side of the ditch. Information only, no action was taken.

The Drainage Authority expressed consensus to obtain proposals for a repair report on County Ditch 2.

County Ditch Inspector Chad Gramentz will meet with Attorney Kurt Deter to discuss the possible dismissal of repair of County Ditch 10. He will also contact the petitioners of County Ditch 10.

8:30pm – The Chairperson adjourned the meeting. The Drainage Authority will meet again on a date yet to be determined.

Signed _____
Chairperson of the Kanabec County Board of Commissioners,
Kanabec County, Minnesota

Attest: _____
Board Clerk

DRAFT

Resolution #1 (9-21-21)
Accept Inspection Report
County Ditch No 10

WHEREAS an inspection report of County Ditch No. 10, prepared by Chris Otterness, PE of Houston Engineering, was presented and delivered to the Drainage Authority on August 17, 2021 and included herein by reference, and

THEREFORE BE IT RESOLVED to accept the August 17, 2021 inspection report of County Ditch No. 10.

Resolution #2 (9-21-21)
Accept Inspection Report
County Ditch No 2

WHEREAS an inspection report of County Ditch No. 2, prepared by Chris Otterness, PE of Houston Engineering, was presented and delivered to the Drainage Authority on August 17, 2021 and included herein by reference, and

THEREFORE BE IT RESOLVED to accept the August 17, 2021 inspection report of County Ditch No. 2.

Resolution #3 (9-21-21)
Dismiss Petition
County Ditch No 10

WHEREAS a petition for repair of County Ditch No. 10 was submitted to the Drainage Authority on March 16, 2021, and

WHEREAS the Drainage Authority ordered an inspection report on said ditch on May 18, 2021, and

WHEREAS an inspection report for County Ditch No. 10 was presented at a public hearing on August 17, 2021, and accepted by the Drainage Authority on September 21, 2021, and

WHEREAS the Drainage Authority has determined from the evidence presented, and input from the affected landowners that the proposed repairs would not be in the best interests of the affected property owners, and

THEREFORE BE IT RESOLVED to dismiss the County Ditch No. 10 repair petition.

Resolution #4 (9-21-21)
Order Repair Report
County Ditch No 2

WHEREAS a petition for repair of County Ditch No. 2 was submitted to the Drainage Authority on March 16, 2021, and

WHEREAS the Drainage Authority ordered an inspection report County Ditch No. 2 on May 18, 2021, and

WHEREAS an inspection report for County Ditch No. 2 was presented at a public hearing on August 17, 2021, and accepted by the Drainage Authority on September 21, 2021, and

WHEREAS the Ditch Authority has determined County Ditch No. 2 is in need of repair, and

WHEREAS Houston Engineering has submitted a proposal for professional engineering services for preparation of a repair report for County Ditch No. 2 with an estimated fee of \$39,000, and

WHEREAS said proposal has been presented to the Drainage Authority and included herein by reference, and

THEREFORE BE IT RESOLVED the Kanabec County Ditch Authority hereby orders a repair report to be done on County Ditch No. 2, and

BE IT FURTHER RESOLVED to accept said proposal submitted by Houston Engineering, and

BE IT FURTHER RESOLVED to appoint Chris Otterness of Houston Engineering as the Engineer for the County Ditch No. 2 repair report.



Maple Grove Office P 763.493.4522 F 763.493.5572
7550 Meridian Circle North, Suite 120 Maple Grove, MN 55369

August 31, 2021

Chad Gramentz
Kanabec County
903 Forest Avenue East
Mora, MN 55051

Subject: Kanabec County Ditch 2 Repair Report

Chad:

Houston Engineering Inc. (HEI) has prepared the attached Agreements to provide professional engineering services to Kanabec County for preparation of a Repair Report for County Ditch 2. The Scope of Work includes field surveying, design of proposed repairs including culvert sizing, development of a repair report meeting the requirements of M.S. 103E.705, and presentation of the report at a public hearing. The Repair Report will serve as the basis for consideration of an order to repair the public drainage system at a public hearing per M.S. 103E.705. The project tasks are described in the attached Scopes of Services.

Thank you for the opportunity to provide engineering services to Kanabec County. If you have any questions, please feel free to contact us.

Sincerely,

HOUSTON ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read "Chris Otterness", is written over a horizontal line.

Chris Otterness, PE
Principal-in-charge
Direct: 763.493.6665
cotterness@houstoneng.com



HoustonEngineering Inc.

HEI - MAPLE GROVE
7550 Meridian Circle N, Suite 120
Maple Grove, MN 55369
P: (763) 493-4522

CLIENT/OWNER SERVICES AGREEMENT

PROJECT NAME: Kanabec County CD 2
HOUSTON JOB NO.: R008872-0001 Phase 002 HOUSTON PROJ. MGR.: Chris Otterness
CLIENT/OWNER NAME: Kanabec County
CLIENT/OWNER ADDRESS: 903 Forest Avenue East Mora, MN 55051
CLIENT/OWNER PHONE NO.: _____ CLIENT/OWNER CONTACT: Chad Gramenz

This Client/Owner Services Agreement ("Agreement") is made and entered into effective as of this 31th day of August, 2021, by and between **HOUSTON ENGINEERING, INC.** ("Houston") and Kanabec County ("Client").

Recitals

- A. Client has requested Houston to perform certain professional services in connection with a project generally referred to as CD 2 Repair Report ("Project").
- B. Houston desires to provide the professional services requested by Client in accordance with this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Houston and Client agree as follows:

1. Services. Houston shall perform the services set forth in Attachment A ("Services") in accordance with the terms and conditions of this Agreement.
2. Term of Agreement. This Agreement shall commence on the date first stated above, and Houston is authorized to commence performance of the Services as of that date. This Agreement shall terminate on the 31 day of December, 2022, unless terminated earlier pursuant to the terms and conditions of this Agreement.
3. Attachments. The Attachments below, which have been marked for inclusion, are hereby specifically incorporated into and made a part of this Agreement:
 - ☒ ATTACHMENT A - SERVICES
 - ☒ ATTACHMENT B - GENERAL TERMS AND CONDITIONS
 - ☐ ATTACHMENT C - _____
 - ☐ ATTACHMENT D - _____
 - ☒ FEE SCHEDULE - DATED 2021.
 - ☐ ALTA/NSPS LAND TITLE SURVEY RIDER
4. Compensation.
 - \$ _____ Lump Sum Fee - Based on the Services defined herein
 - \$ 39,000 Estimated Fee - Client invoiced on an hourly basis commensurate with the attached Fee Schedule
 - \$ _____ Percentage of Estimated Construction Cost
 - \$ _____ Other - _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written:

CLIENT/OWNER

HOUSTON ENGINEERING, INC.

BY: _____
AUTHORIZED REPRESENTATIVE

BY: Chris Otterness
AUTHORIZED REPRESENTATIVE

TITLE: _____

TITLE: Principal-in-Charge

PLEASE SIGN AND RETURN ONE COPY TO HOUSTON AT THE ADDRESS ABOVE

ATTACHMENT A – SCOPE OF SERVICES

Scope of Services to Be Completed by HEI

1. Survey of the existing open channel portions of the County Ditch (CD) 2 drainage systems.
HEI will complete a survey of 5+ miles of the public drainage system open channel. Survey will consist of channel centerline shots at approximately 200' spacing, soil borings/probes at approximately 1,000' spacing and cross-sections at an approximate 1,000' spacing. Survey will also include survey of tile outlets along the public drainage system open channel and culvert crossings.
2. Identifying the as-constructed and subsequently improved condition (ACSIC) of the CD 2 system. We will use available documents and the soil borings/probes taken during the survey to determine the ACSIC grade of the system. This grade will be displayed on plan/profile drawings and will serve as the basis for development on repair alternatives.
3. Evaluation of Repair Alternatives. HEI will conceptualize up to two (2) repair alternatives, one of which will be a full repair to the ACSIC grade. Culverts will be sized based on an ability to convey a design flow without overtopping the crossing. Environmental and regulatory considerations will be summarized, including an approximation of potential wetland impacts requiring mitigation (field verification and quantification of likely wetland impacts are not included in this proposal, but can be completed as an additional service if necessary).
4. Repair Report and Public Hearing: HEI will summarize its findings within a Repair Report meeting the requirements of M.S. 103E.705 and present the report at a public hearing.

Assumptions

- The CD 2 system consists of less than 6 miles of open channel.
- One public meeting is included (public hearing for consideration of the repair).
- All available historical documents have been provided by the County.

Additional Services (not included within this proposal)

- Wetland delineations, impact calculations, and regulatory engagement.
- Permit application
- Construction specifications and bid package.
- Bidding assistance
- Construction staking, observation, and management.

Estimated Cost

HEI will completed the scope of work on a time and material basis, at an estimated cost of **\$39,000**. HEI will not exceed the contracted amount without prior authorization from Kanabec County.

General Terms and Conditions

1. STANDARD OF CARE

Houston shall perform its Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the Project is located.

2. PAYMENT TERMS

Invoices will be submitted periodically (customarily on a monthly basis) and are due and payable upon receipt. Client agrees to pay a service charge on all accounts 30 days or most past due at a rate equal to one percent (1%) each month but in no event shall such service charge exceed the maximum amount allowed by law. Acceptance of any payment from Client without accrued service charges shall not be deemed to be a waiver of such service charges by Houston. In the event Client is past due with respect to any invoice Houston may, after giving five (5) days written notice to Client, suspend all services without liability until Client has paid in full all amounts owing Houston on account of services rendered and expenses incurred, including service charges on past due invoices. Payment of invoices is not subject to discount or offset by Client.

3. CHANGES OR DELAYS

If the Project requires conceptual or process development services, such services often are not fully definable in the initial planning. If, as the Project progresses, facts develop that in Houston's judgment dictate a change in the Services to be performed, Houston shall inform Client of such changes and the parties shall negotiate, in good faith, with respect to any change in scope and adjustment to the time of performance and compensation and modify the Agreement accordingly. In the event the parties are unable to reach an agreement, either party may terminate this Agreement without liability by giving fourteen (14) days written notice to the other party. In the event of termination, the final invoice will include all Services and expenses associated with the Project up to the effective date of termination, and will also include equitable adjustment to reimburse Houston for any termination settlement costs incurred relating to commitments that had become firm before termination plus a 10 percent markup on those settlement costs.

4. PAYMENT

Where the method of payment under the Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense, per diem, etc.), the following shall apply: (a) the minimum time segment for charging work is one-quarter hour; (b) labor (hours worked) and expenses will be charged at rates commensurate with the attached fee schedule or, if none is attached, with Houston's current fee schedule (at the time of the work); (c) when applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task, or phase; and (d) invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense. If requested by Client, Houston shall provide supporting documentation at Client's cost, including labor and copying costs.

5. TERMINATION

Either party may terminate this Agreement, in whole or in part, by giving fourteen (14) days written notice to the other party, if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. In such event, and subject to the limitations set forth in this Agreement, the non-defaulting party may pursue its rights and remedies as contemplated by this Agreement and as allowed by law.

6. LIMITATION OF LIABILITY

In no event shall Houston be liable for incidental, indirect or consequential damages of any kind. Houston's maximum cumulative liability with respect to all claims and liabilities under this Agreement, whether or not insured, shall not exceed the greater of \$50,000 or the total compensation received by Houston under this Agreement. The disclaimers and limitations of liability set forth in this Agreement shall apply regardless of any other contrary provision set forth and regardless of the form of action, whether in contract, tort or otherwise. Each provision of this Agreement which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is severable and independent of any other provision and is to be enforced as such. Client hereby releases Houston from any and all liability over and above the limitations set forth in this paragraph.

7. INSURANCE

Houston shall obtain and maintain during the term of this Agreement, at its own expense, workers' compensation insurance and comprehensive general liability insurance in amounts determined by Houston and will, upon request, furnish insurance certificates to Client. The existence of any such insurance shall not increase Houston's liability as limited by paragraph 6 above.

8. HAZARDOUS SUBSTANCES

Client shall furnish to Houston all documents and information known by Client that relate to the identity, location, quantity, nature, or characteristics of any asbestos, pollutant or hazardous substance, however defined ("Hazardous Substances") at, on or under the Project site. Houston is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of Hazardous Substances found or identified at the Project. Client agrees to bring no claim for fault, negligence, breach of contract, indemnity, or other action against Houston, its principals, employees, agents, and consultants, if such claim in any way would relate to Hazardous Substances in connection with the Project. Client further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Houston, its principals, employees, agents, and consultants from and against all claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges for attorneys and court and arbitration costs, arising out of or resulting from the performance of Houston's Services hereunder, or claims brought against Houston by third parties arising from Houston's Services or the services of others and/or work in any way associated with Hazardous Substance activities. This indemnification shall survive termination of this Agreement.

9. INDEMNIFICATION

Client shall indemnify, and hold harmless Houston, together with its officers, directors, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's breach of this Agreement or Client's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. Subject to the limitations set forth in this Agreement, Houston shall indemnify and hold harmless Client, together with its officers, directors, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Houston's breach of this Agreement or Houston's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. The indemnification obligations set forth in this paragraph shall survive termination of this Agreement.

10. WARRANTY

Except as specifically set forth in this Agreement, Houston has not made and does not make any warranties or representations whatsoever, express or implied, as to Services performed or products provided including, without limitation, any warranty or representation as to: (a) the merchantability or fitness or suitability of the Services or products for a particular use or purpose whether or not disclosed to Houston; and (b) delivery of the Services and products free of the rightful claim of any person by way of infringement (including, but not limited to, patent or copyright infringement) or the like. Houston does not warrant and will not be liable for any design, material or construction criteria furnished or specified by Client and incorporated into the Services provided hereunder.

11. PROJECT SITE

Client shall furnish such reports, data, studies, plans, specifications, documents, and other information regarding surface and subsurface site conditions required by Houston for proper performance of its Services. Houston shall be entitled to rely upon Client provided documents and information in performing the Services required under this Agreement. Houston assumes no responsibility or liability for the accuracy or completeness of any such documents or information. Houston will not direct, supervise, or control the work, means or methods of contractors or their subcontractors in connection with the Project. Houston's Services will not include a review or evaluation of the contractor's or subcontractor's safety measures. The presence of Houston, its employees, agents or subcontractors on a site shall not imply that Houston controls the operations of others nor shall it be construed to be an acceptance by Houston of any responsibility for job-site safety.

12. CONFIDENTIALITY

Houston shall maintain as confidential and not disclose to others without Client's prior consent all information obtained from Client that was not otherwise previously known to Houston or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (a) is published or comes into the public domain through no fault of Houston, (b) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (c) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction. Client agrees that Houston may use and publish Client's name and a general description of Houston's services with respect to the Project in describing Houston's experience and qualifications to other clients or potential clients.

13. RE-USE OF DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by Houston (and Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and Houston shall retain ownership thereof, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project, however, such documents are not intended or represented to be suitable for re-use by Client or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by Houston for the specific purpose intended will be at Client's sole risk and without liability to Houston or Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Houston to further compensation at rates to be agreed upon by Client and Houston.

14. REMEDIES

Subject to the limitations set forth in this Agreement, in the event any party is in default of this Agreement, the non-defaulting party shall be entitled to pursue all rights and remedies available to it under this Agreement or as allowed by law.

15. PROPRIETARY DATA

The technical and pricing information in connection with the Services provided by Houston is confidential and proprietary and is not to be disclosed or otherwise made available to third parties by Client without the express written consent of Houston.

16. GOVERNING LAW

The validity, construction and performance of this Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws, without regard to the law as to choice or conflict of law, of the State of North Dakota. Client consents to jurisdiction as to all issues concerning or relating to this Agreement or the Project with the federal or state district courts designated for Cass County, North Dakota.

17. DATA PRACTICES ACT REQUESTS

Houston considers certain information developed during the execution of services as "not public" and "protected" from public disclosure under the various local, state and federal data practices laws. Client shall reimburse Houston for any and all costs and expenses, including attorneys' fees associated with any requests for release of information under any such laws.

18. FORCE MAJEURE

Houston shall not be liable for any loss, damage or delay resulting out of its failure to perform hereunder due to causes beyond its reasonable control including, without limitation, acts of nature or the Client, acts of civil or military authority, terrorists threats or attacks, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, transportation embargos, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control of Houston. In the event of any such delay, Houston's performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

19. WAIVER OF JURY

In the interest of expediting any disputes that might arise between Houston and Client, Client hereby waives its rights to a trial by jury of any dispute or claim concerning this Agreement, the Services, the Project and any other documents or agreements contemplated by or executed in connection with this Agreement.

20. NOTICES

Any and all notices, demands or other communications required or desired to be given under this Agreement shall be in writing and shall be validly given or made if personally served, sent by commercial carrier service, or if deposited in the United States Mail, certified or registered, postage prepared, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail or commercial carrier service, such notice shall be conclusively deemed given three (3) days after deposit thereof in the United States Mail or with a commercial carrier service. Notices, demand or other communications required or desired hereunder shall be addressed to the individuals indicated in this Agreement at the addresses indicated in this Agreement. Any party may change its address or authorized recipient for purposes of this paragraph by written notice given in the manner provided above.

21. MISCELLANEOUS

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding the Services. If any provision of this Agreement is determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision. This Agreement, including but not limited to the indemnification provisions, shall survive the completion of the Services under this Agreement and the termination of this Agreement. This Agreement gives no rights or benefits to anyone other than Houston and Client and has no third party beneficiaries except as may be specifically set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and shall not in any way be modified, varied or amended unless in writing signed by the parties. Prior negotiations, writings, quotes, and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement. Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement. This Agreement and the rights and duties hereunder may not be assigned by Client, in whole or in part, without Houston's prior written approval. No failure or delay on the part of Houston in exercising the right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any rights, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by law.

September 21, 2021
11:15am Appointment Agenda of
Chad T. Gramentz, PE
Public Works Director

1. Bituminous Patching

Resolution #1 (09-21-21)

2. Construction Update

Resolution #1 (9-21-21)
Bituminous Patching

WHEREAS bituminous hot mix asphalt patching is necessary for maintenance at various locations on Kanabec County roads, and

WHEREAS the following quotes were received for bituminous patching:

Knife River Inc.	\$90/ton
Premier Paving	\$125/ton

WHEREAS approximately 700 ton is estimated for patching in 2021, and

THEREFORE BE IT RESOLVED to accept the quote of \$90/ton for bituminous patching by Knife River Inc.

Agenda Item #1

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of the County Coordinator

UNAPPROVED MINUTES

September 7, 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, September 7, 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, County Attorney Barbara McFadden 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.

Action #1 – It was moved by Les Nielsen, seconded by Dennis McNally and carried unanimously to approve the agenda with the following changes: Remove agenda item #5, Paving Patching Bids for County Road 2 and County Road 8. Remove agenda item #1b, August 17, 2021 Drainage Authority Board Minutes.

Action #2 – It was moved by Dennis McNally, seconded by Les Nielsen and carried unanimously to approve the August 17, 2021 Regular Board Meeting Minutes as presented.

Action #3 – It was moved by Les Nielsen, seconded by Craig Smith and carried unanimously to approve the following paid claims:

<u>Vendor</u>	<u>Amount</u>
Minnesota Energy Resources Corp	4,770.15
East Central Energy	1,534.73
York, Gregg	500.00
Kanabec County Auditor-Treasurer	8,117.13

Mora Municipal Utilities	19,943.08
CW Technology	1,283.40
MNPEIP	7,340.64
Spire Credit Union	5,595.40
Verizon Wireless	1,208.01
Chamberlain Oil	380.94
Williams, Ray	675.00
Dearborn National Life Insurance Co	810.07
Health Partners	6,528.20
Life Insurance Company of North America	945.90
MNPEIP	157,486.72
Sun Life Financial	4,074.69
The Hartford Priority Accounts	2,234.08
VSP Insurance Company	322.24
18 Claims Totaling:	<u>\$223,750.38</u>

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

Revenue Funds

<u>Vendor</u>	<u>Amount</u>
Accurate Controls	73,989.15
Ace Hardware	157.13
Ace Hardware	60.21
Ace Hardware	67.89
Advanced Correctional Healthcare	17,926.35
Advanced Correctional Healthcare	(10.59)
AIS Consulting Services	825.00
Aspen Mills	32.26
Auto Value Mora	343.83
Axt, Sara	2.00
Beaudry Oil & Propane	1,787.39
Bob Barker	405.48
Carda, Eugene	109.08
CliftonLarsonAllen	225.00
Curtis, Michael	1,434.77
East Central Exterminating	250.00

Elite Septic Maintenance	500.00
Eustice, Todd	138.32
Gerhardson, Alex	50.00
Grainger	238.04
Grand View Lodge	326.88
Granite City Jobbing Company	101.46
Granite Electronics	777.40
Hoisington Koegler Group Inc.	8,967.26
Horizon Towing	182.54
Ideal Service, Inc.	2,390.00
Ideal Service, Inc.	3,167.00
Kanabec County A/T	2,633.96
Kanabec County A/T	2,633.96
Kanabec County Highway Dept	1,494.01
Kanabec Publications	530.00
Kanabec Publications	19.69
Koenings, Katie	82.29
Manthie, Wendy	1,494.64
Marco	134.68
Marco, Inc	477.00
Mattson, Jean	66.36
McKinnis & Doom PA	76.50
McKinnis & Doom PA	425.00
McKinnis & Doom PA	34.00
Metro Sales, Inc.	524.04
Minnesota Alliance on Crime	150.00
Minnesota County Attorney's Association	55.00
Mitchell, Parker	100.00
Mora Bakery	46.17
Mora Municipal Utlities	154.00
Motorola Solutions	58,340.60
NARTEC Inc	828.00
O'Brien, Pat	121.96
Office Depot	51.80
Office Depot	70.77
O'Reilly Auto Parts	27.26
PD's Embroidery	137.48
Peterson, Ronald	114.12

Pierson, Jim	110.00
Quadient, Inc.	315.06
Ramsey County	1,765.00
Ratwik, Roszak & Maloney, PA	240.50
River Valley Forensic Services, P.A.	1,250.00
Rupp, Anderson, Squires & Waldspurger, PA	1,379.74
Rupp, Anderson, Squires & Waldspurger, PA	5,043.00
Schmitt, Kelly	12.35
Seven County Senior Federation	495.00
Sjodin, Cael	100.00
Sjodin, Cael	100.00
State of Minnesota, Dept of Transportation	4,173.63
Stellar Services	596.25
Summit Companies	600.00
Summit Food Service Management	11,639.34
Thomson-Reuters-West	276.33
Tinker & Larson Inc	258.65
Tinker & Larson Inc	131.36
Van Alst, Lillian	650.16
Visser, Maurice	667.31
Wilder, Dan	134.99
Zamora, Ray	1,443.58
76 Claims Totaling:	<u><u>\$ 216,649.39</u></u>

Road & Bridge

<u>Vendor</u>	<u>Amount</u>
Auto Value	5,171.67
Beaudry	16,610.09
Blum Sand and Gravel	300.60
Boyer Trucks	161.68
Braham Ford	371.97
East Central Diesel	55.26
G & N Enterprises	1,150.00
Granite City Jobbing	163.27
Handyman's Hardware	150.00
Hjort	5,000.00

Hoeft, Bruce	1,000.00
Johnson Hardware	846.11
Kanabec County Highway Department	119.90
Kanabec Publications	14.79
Knife River	1,895,538.71
MN County Engineers Association	525.00
MN Dept of Transportation	3,470.43
M-R Sign	4,731.16
Northern Lines Contracting	384,943.91
Northern States Supply	183.77
Northpost	3,054.51
Nuss Truck	1,072.65
Office Depot	69.98
Olson Power & Equipment	199.77
Oslin Lumber	779.99
Stegeman, Jesse	145.60
Summit Companies	600.00
Trueman Welters	3,823.28
USIC	740.00
Wiarcom	675.30
Ziegler	302.86

31 Claims Totaling: \$ 2,331,972.26

Action #5 – It was moved by Craig Smith, seconded by Rick Mattson and carried unanimously to recess the meeting at 9:11am to a time immediately following the Community Health Board.

The Kanabec County Community Health Board met at 9:11am on Tuesday, September 7, 2021 pursuant to adjournment with the following Board Members Present: Gene Anderson, Rick Mattson, Dennis McNally, Craig Smith and Les Nielsen. Community Health Director Kathy Burski presented the Community Health Board Agenda.

Action #CH6 – It was moved by Dennis McNally, seconded by Craig Smith and carried unanimously to approve the Community Health Board Agenda with the following changes: Add vaccine incentive discussion.

Community Health Director Kathy Burski gave the Director's Report and an update on the COVID-19 Pandemic. The Board expressed consensus not to offer vaccine incentives at this time.

Action #CH7 – It was moved by Les Nielsen, seconded by Rick Mattson and carried unanimously to approve the following resolution:

Resolution #CH7 – 9/7/21

Central MN Healthcare Preparedness Coalition Resolution

WHEREAS, according to the Public Health Emergency Preparedness (PHEP) BP1 2021-2022 recurring grant duties Kanabec County Community Health is required to: Maintain Health Care Coalition (HCC) signed membership, ensure CHB representation on the Health Care Coalition steering/advisory committees, and report back to Kanabec County Community Health Board, Directors and Emergency Preparedness Coordinators on actions, information, and other important items; and

WHEREAS, Kanabec County Community Health has maintained membership on the Central MN Healthcare Preparedness Coalition for many years through an MOU and is presenting this annual update of that MOU for approval.

THEREFORE BE IT RESOLVED, the Kanabec County Community Health Board approves the Community Health Administrator signing the Annual Signature Form and agree to be a member of the coalition as required and agrees to collaborate and assist other healthcare facilities/agencies as resources allow during times of disaster/crisis, as described in the CMHPC MOU.

Action #CH8– It was moved by Craig Smith, seconded by Les Nielsen and carried unanimously to approve the payment of 63 claims totaling \$39,387.11 on Community Health Funds.

Action #CH9 – It was moved by Craig Smith, seconded by Les Nielsen and carried unanimously to adjourn Community Health Board at 9:35am and to meet again on Tuesday, October 5, 2021 at 9:05am.

The Board of Commissioners reconvened.

Veteran Service Officer Erica Bliss met with the County Board to renew her Oath of Office. Chairperson Gene Anderson administered an Oath of Office to Veteran Service Officer Erica Bliss.

County Attorney Barbara McFadden presented a request for authority to sign documents for a settlement on a legal action regarding vehicles purchased by the County.

Action #10 – It was moved by Dennis McNally, seconded by Craig Smith and carried unanimously to approve the following resolution:

Resolution #10 – 9/7/21

WHEREAS, Mr. Steven Kleiber filed a legal action under the Minnesota False Claims Act against Nelson Auto Center, Inc., and

WHEREAS, Kanabec County had previously purchased four vehicles from Nelson Auto Center, Inc. and thus was named as an entity Mr. Kleiber asserted claims on behalf of, and

WHEREAS, said legal action has been settled, and

WHEREAS, Kanabec County is entitled to a settlement of \$632.24 from said action;

THEREFORE BE IT RESOLVED the Kanabec County Board of Commissioners accepts the settlement for this legal action;

BE IT FURTHER RESOLVED the Kanabec County Board of Commissioners hereby authorizes County Attorney Barbara McFadden to sign the settlement election form and any other required documents related to said settlement.

Action #11 – It was moved by Craig Smith, seconded by Les Nielsen and carried unanimously to approve the following resolution:

Resolution #11 – 9/7/21

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	\$991.36
Quality Disposal	\$5,600.00
Arthur Township	\$500.00
Total	\$7,091.36

Action #12 – It was moved by Les Nielsen, seconded by Dennis McNally and carried unanimously to approve the following resolution:

Resolution #12 - 9/7/21

RESOLUTION AUTHORIZING ADMINISTRATION OF MINNESOTA HOUSING FINANCE AGENCY'S FAMILY HOMELESS PREVENTION AND ASSISTANCE PROGRAM October 1, 2021 – September 30, 2023

WHEREAS, the Minnesota Housing Finance Agency, State of Minnesota, has been authorized to undertake a program to provide assistance to low-income families and youth to prevent homelessness; and

WHEREAS, Lakes and Pines Community Action Council, Inc. has developed an application as an Administering Entity for the Minnesota Housing Finance Agency's Family Homeless Prevention and Assistance program; and

WHEREAS, Lakes and Pines Community Action Council, Inc. has demonstrated the ability to perform the required activities of the Minnesota Housing Finance Agency's Family Homeless Prevention and Assistance Program.

NOW, THEREFORE BE IT RESOLVED, that Lakes and Pines Community Action Council, Inc. is hereby authorized as an entity to be charged with the administration of funds made available through the Minnesota Housing Finance Agency's Family Homeless Prevention and Assistance Program, in the County of Kanabec.

County Recorder Lisa Holcomb met with the County Board to give a department update. Information only, no action was taken.

EDA Director Heidi Steinmetz met with the County Board to discuss matters concerning her department.

Action #13 – It was moved by Craig Smith, seconded by Les Nielsen and carried unanimously to accept the "Robust Network Feasibility Study Fund" Grant from the Blandin Foundation for \$25,000.

Action #14 – It was moved by Les Nielsen, seconded by Dennis McNally and carried unanimously to approve the Broadband Feasibility Study Proposal from HR Green for \$50,040.

Action #15 – It was moved by Craig Smith, seconded by Les Nielsen and carried unanimously to approve the use of ARPA Funds to Cover Feasibility Study Balance for \$25,040.

10:10am – The Board took a five minute break.

10:15am – The Board reconvened.

County Sheriff Brian Smith met with the Board to present American Rescue Plan Funding Request #2 with County Coordinator Kris McNally.

Action #16 – It was moved by Rick Mattson, seconded by Les Nielsen and carried unanimously to approve the following resolution:

Resolution #16 - 9/7/21

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

WHEREAS, 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:

- Up to \$32,300 start-up and \$2,500 annually thereafter for the remaining eligible term of the ARPA funds for a Kanabec County K-9 Unit to assist in the response and mitigation of the increase in crime and substance abuse in the community; and
- Up to \$10,000 in additional funds for the jail camera system (initially approved 7/6/21) due to increased cost for computers and display screens (availability and extremely long lead times have increased the cost since the initial quotes were provided); and

- Wages and benefits for a full-time School Resource Officer for the remaining eligible term of the APRA funds; and
- Up to \$3,500 for the calibration of and monitoring service for the public health vaccine program refrigerators as needed for the eligible term of the ARPA funds; and
- Up to \$6,000 for new technology mobile cart for the County Attorney's Office to assist with the court backlog; and
- Up to \$6,000 per year for the eligible term of the ARPA funds for Emergency Foster Care Recruitment and Retention to provide safe and supportive care for children; and
- Up to \$6,000 for a new copy machine (no for Public Health to assist with public health communications;

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.

10:34am – The Chairperson called for public comment. Those that responded included:

Charlie Strickland	Comments regarding Ogilvie Schools and their decision regarding facemasks for students.
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10:38am – The Chairperson closed public comment.

GIS Technician Ryan Carda met with the Board to discuss the use of LIDAR for Kanabec County. The Board expressed consensus to support this project but the County is unable to fund it at this time.

The Commissioners continued to give reports on the boards and committees in which they participate.

Craig Smith led a discussion regarding the clean-up of a tax forfeited parcel in District 5. Information only, no action was taken.

Future agenda items: Discuss Lakes and Pines Homeless Prevention & Assistance Program with Family Services Director Chuck Hurd.

Action #17 – The Chairperson recessed the meeting at 11:15am. The Board with meet again for a Budget Work Session on Tuesday, September 14, 2021 at 9:00am.

Signed _____
Chairperson of the Kanabec County Board of Commissioners,
Kanabec County, Minnesota

Attest: _____
Board Clerk

Agenda Item #2

Paid Bills

<u>Vendor</u>	<u>Amount</u>	<u>Purpose</u>	<u>Dept</u>
Kanabec County Auditor-Treasurer	8,195.63	Leased Vehicles	Various
Consolidated Communications	1,143.97	Monthly Service	Various
Minnesota Energy Resources	4,862.91	Gas Utilities	Various
Office of MN.IT Services	1,338.65	WAN	IS
Quadient Finance USA, Inc.	2,500.00	Postage for Courthouse	Unallocated
East Central Energy	192.93	Intersection Lighting	Highway
VISA	188.80	See Below	
Card Services (Coborns)	47.41	Wellness Snacks	Employee Wellness
8 Claims Totaling:	<u><u>\$18,470.30</u></u>		
VISA	188.79	Holiday Inn, St. Cloud - Conference	Welfare
	0.01	Target - Parent Support Outreach Services	Welfare
2 Claims Totaling:	<u><u>\$188.80</u></u>		

Agenda Item #3a

Regular Bills - Revenue Fund

Bills to be approved: 9/21/21

Department Name	Vendor	Amount	Purpose
ASSESSOR	1st Choice Document Destruction	7.50	Shredding
ASSESSOR	Marco	159.00	Lease Agreement
ASSESSOR	Steven, Lisa	143.92	Mileage & Meal Reimbursement
		310.42	
AUDITOR	1st Choice Document Destruction	66.75	Shredding
AUDITOR	STREAMWORKS	3,800.00	P2022 TNT Postage 8400
		3,866.75	
BUILDINGS MAINTENANCE	East Central Exterminating	125.00	Services for the month of August
BUILDINGS MAINTENANCE	FBG Service Corporation	6,410.24	August 2021 Cleaning
BUILDINGS MAINTENANCE	Grainger	102.14	Vac sensor, electrical box, set screw connector & coupling
BUILDINGS MAINTENANCE	Mattson Electric	225.75	Relay and 2 Men Labor, PSB
BUILDINGS MAINTENANCE	MEI Total Elevator Solutions	1,115.44	Sep-Nov Quarterly Service
BUILDINGS MAINTENANCE	Quality Disposal	394.21	Solid Waste Fees - Courthouse & PSB
		8,372.78	
COUNTY ATTORNEY	1st Choice Document Destruction	15.00	Shredding
COUNTY ATTORNEY	LexisNexis	189.08	August Charges
		204.08	
COUNTY COORDINATOR	1st Choice Document Destruction	10.00	Shredding
		10.00	
COUNTY CORONER	Methven Funeral and Cremation Services	400.00	Removal and Transport
		400.00	

COUNTY EXTENSION	1st Choice Document Destruction	<u>5.00</u>	Shredding
		5.00	
COUNTY RECORDER	Office Depot	<u>50.81</u>	Calendars, Post-it Cube
		50.81	
ENVIRONMENTAL SERVICES	Hoisington Koegler Group Inc.	11,535.29	Professional Services for County Land Use Plan
ENVIRONMENTAL SERVICES	Kanabec Publications	80.94	BOA & Planning Commission Notices
ENVIRONMENTAL SERVICES	Quill	<u>122.24</u>	Envelopes, labels, folder, planners
		11,738.47	
HIGHWAY	MN Counties Insurance Trust	<u>(100.00)</u>	2021 PC Drop Rented Dozer
		(100.00)	
HUMAN RESOURCES	ECM Publishers	591.00	Home Health Aide and RN/Cert PH Nurse Employment Ads
HUMAN RESOURCES	Further	633.20	Administrative fees for September
HUMAN RESOURCES	Kanabec Publications	370.00	Home Health Aide and RN/Cert PH Nurse Employment Ads
HUMAN RESOURCES	MRA	<u>202.50</u>	Compensation Services
		1,796.70	
INFORMATION SYSTEMS	Marco	<u>3,216.80</u>	Phone Lease
		3,216.80	
LAW LIBRARY	Thomson-Reuters-West	<u>329.82</u>	Law Library Invoice
		329.82	
PROBATION & JUVENILE PLACEMENT	Minnesota Monitoring Inc.	186.00	REAM GRANT August 2021
PROBATION & JUVENILE PLACEMENT	RS Eden	<u>10.45</u>	Drug Testing August, 1 Test
		196.45	
PUBLIC TRANSPORTATION	A and E Cleaning Services	575.00	Cleaning Timber Trails Offices
PUBLIC TRANSPORTATION	Curtis, Michael	679.92	Volunteer Driver
PUBLIC TRANSPORTATION	Glen's Tire	1,752.66	Bus Repairs, Tires, Oil Changes
PUBLIC TRANSPORTATION	Kanabec Publications	549.00	Advertising

PUBLIC TRANSPORTATION	Manthie, Wendy	1,170.56	Volunteer Driver
PUBLIC TRANSPORTATION	Marco	134.68	Printer Contracts
PUBLIC TRANSPORTATION	North Central Bus & Equipment	201.46	Inventory
PUBLIC TRANSPORTATION	Premium Waters, Inc.	31.11	Bottled Water Supplies
PUBLIC TRANSPORTATION	Quality Disposal	24.15	August Service
PUBLIC TRANSPORTATION	Van Alst, Lillian	236.32	Volunteer Driver
PUBLIC TRANSPORTATION	Visser, Maurice	669.25	Volunteer Driver
PUBLIC TRANSPORTATION	Vye	420.00	Website Fees
		6,444.11	
SANITATION	East Central Solid Waste Commission	120.00	Kanabec County Hwy Dept, Recycle 6 TV Monitors
SANITATION	Kanabec Publications	204.00	HHW Ad
		324.00	
SHERIFF	1st Choice Document Destruction	25.00	Shredding
SHERIFF	Aspen Mills	1,283.50	New Employee cargo pant, vest, duty jacket
SHERIFF	AT&T Mobility	931.93	Monthly Service
SHERIFF	Coborn's Inc.	1,223.80	BADGES 4 @ \$300 Gift Card Plus Fee
SHERIFF	Dahlberg, America	75.00	Spanish Interpretation for book and release
SHERIFF	Glen's Tire	15.00	Flat Repair
SHERIFF	Horizon Towing	465.08	Towing Services (3)
SHERIFF	IT SAVVY	102.86	Thermal Paper for Squad Printers
SHERIFF	Kanabec County Sheriff's Office	200.00	Compliance \$\$ B Smith
SHERIFF	SHI	308.00	Deputy - MDT RAM (4)
		4,630.17	
SHERIFF - BOAT & WATER	Stevens, Joel	27.90	Reimbursement for B&W Buoy Cleaner
		27.90	
SHERIFF - CITY OF MORA	AT&T Mobility	44.89	Monthly Service
		44.89	
SHERIFF - JAIL/DISPATCH	1st Choice Document Destruction	20.00	Shredding
SHERIFF - JAIL/DISPATCH	FBG Service Corporation	584.80	August 2021 Cleaning

SHERIFF - JAIL/DISPATCH	Handyman's Inc	720.66	Filters
SHERIFF - JAIL/DISPATCH	Quality Disposal	199.35	August Service
SHERIFF - JAIL/DISPATCH	Stellar Services	373.83	Canteen
SHERIFF - JAIL/DISPATCH	Summit Food Service Management	7,862.05	Inmate Meals 8/28-9/10
		9,760.69	
STATE FISCAL RECOVERY ARP	IT SAVVY	798.04	Computer
		798.04	
UNALLOCATED	Clitfon Larson Allen LLP	25,316.25	FY 2020 Audit Services
UNALLOCATED	Government Management Group	3,700.00	2020 CAP Report
UNALLOCATED	Kanabec Publications	473.91	County Board Minutes & Ord. 27 Public Hearing Notice
UNALLOCATED	MN Counties Insurance Trust	2,500.00	Deductible for Claim
UNALLOCATED	MN Counties Insurance Trust	218.00	DP Update Prop/Cas
		32,208.16	
VETERAN SERVICES	1st Choice Document Destruction	60.00	Shredding
VETERAN SERVICES	Kanabec Publications	105.00	Mailing Security Envelopes
VETERAN SERVICES	SHI	203.00	Yearly WebEx Subscription
VETERAN SERVICES	Tuorila Consulting	250.00	Suicide Prevention and Awareness Workshop
		618.00	
WELFARE	SHI	1,001.45	Yearly WebEx Subscriptions (5)
		1,001.45	
72 Claims Totaling:		\$ 86,255.49	

Agenda Item #3b
Regular Bills - Road & Bridge
Bills to be approved: 9/21/21

Vendor	Amount	Purpose
A & E Cleaning Services	1,150.00	Office cleaning
Ace Hardware	422.72	Shop supplies
Aramark	587.85	Janitor and uniform services
Bjorklund	82.55	Gravel
Boyer Trucks	526.58	Repair Parts
Campbell, Gary	300.00	Beaver removal
Central Pension Fund	312.50	Training center fee
Frontier Precision	105.21	Engineering supplies
Glens Tire	374.00	Tire repair
Gopher State One-Call	47.25	Locates
Hass Construction	10,173.45	Gravel 1 1/2"
Houston Engineering	2,095.00	County ditch inspection
Kanabec County Highway Department	53.90	Petty Cash, Postage
Kwik Trip	17.55	Fuel
Marco	312.38	Printer contract
MN Energy	51.40	Heating
M-R Sign	4,010.00	Sign order
Nuss Truck	1,124.68	Service and parts
Office Depot	346.11	Office Supplies
Owens Auto Parts	298.72	Repair Parts
Quality Disposal	164.25	Garbage pickup
Rinke Noonan	162.50	Ditch file work
Sanitary Systems	140.00	Restroom
Ziegler	440.33	Repair Parts
24 Claims Totaling:	<u>\$ 23,298.93</u>	

Agenda Item #4

September 21, 2021

REQUEST FOR BOARD ACTION

a. Subject: FY2022 Preliminary Budget and Maximum Tax Levy	b. Origination: Board of Commissioners
c. Estimated time: 10 mins	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Discuss and approve 2022 preliminary budget and maximum tax levy. Resolve to adopt the Preliminary 2022 Budget and Maximum Tax Levy

f. Background:

Supporting Documents: None Attached: ☒

Date Received in County Coordinator's Office:	
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Coordinators Comments:

Resolution # ____ – 9/21/21

A Resolution to set the Maximum Levy and
Proposed Preliminary Budget for FY2022

BE IT RESOLVED by the Kanabec County Board of Commissioners that the following proposed fiscal year 2022 levies and proposed budget be adopted:

FUND	PROPOSED BUDGET	PROPOSED LEVY
<i>a.</i> Revenue Fund	14,569,579	7,754,715
<i>b.</i> Welfare Fund (Family Services)	6,346,205	2,265,305
<i>c.</i> Community Health	3,064,301	212,024
<i>d.</i> Road & Bridge Fund	7,372,189	1,933,361
<i>e.</i> Railroad Authority Fund	1,025	925
<i>f.</i> Debt Service – Tax Capacity based (<i>not including market value levy</i>) “ <i>Building Fund</i> ”	1,040,314	861,574
<i>g.</i> SUB-TOTALS (<i>total of a. through f.</i>)	\$32,393,613	13,027,904
<i>i.</i> + Debt Service For Market Based Referendum Levy		\$178,740
<i>ii.</i> + EDA Levy		\$150,000
<i>j.</i> TOTAL PRELIMINARY PAYABLE Y2022 LEVY (total= <i>g +i+ii</i>)		\$13,356,644

BE IT FURTHER RESOLVED that \$861,574 of the debt service tax capacity based and all of the market value based of \$178,740 are dedicated to debt service.

BE IT FURTHER RESOLVED that the budget reflects revenue of \$ 1,183,396 in County Program Aid.

Gene Anderson, Board Chair

Kris McNally, Clerk