



Kanabec County Board of Commissioners

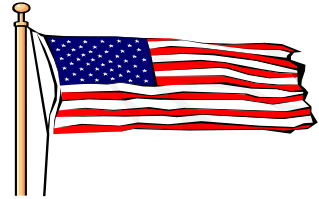
Regular Meeting Agenda The Meeting of December 19, 2023

- 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) may be limited and social distancing/safety protocol may 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: 2485 723 1189



Video Meeting link:

<https://kanabeccounty.webex.com/kanabeccounty/j.php?MTID=m905b7b3bd5b0b77f4705e5c67d905978>

Meeting number: 2485 723 1189

Password: peKpQ49XdE7 (73577499 from video systems)

To be held at: **Kanabec County Courthouse
Boardroom #164
317 Maple Avenue East
Mora, MN 55051**

Please use the Maple Ave entrance and parking lot.

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*

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

- 9:00am a. Call to Order
 b. Pledge of Allegiance
 c. Agenda approval

9:02am **Public Comment** Telephone call-in number for public access: 1-408-418-9388
 Access Code: 2485 723 1189

9:20am Recess county board to a time immediately following the FSB.
 Family Services Board

9:45am Recess County Board to a time immediately following the Drainage Authority Board
 Drainage Authority Board

- 10:45am Kim Christenson, HR Specialist-
- a. 2024 Non-Union Employee & Elected Official Wages
 - b. 2024 Homemaker Wages
 - c. 2024 County Commissioner Wages
 - d. 2024 Per Diems

10:55am Denise Snyder, Auditor/Treasurer- Request for Additional Regular Bill Check-Run the last week in December.

11:00am Tim Jacobs, Deputy Auditor Property & Tax- Repurchase Request

Other business to be conducted as time is available:

1. Minutes- December 7, 2023
2. Paid Bills
3. Regular Bills- Revenue Fund
4. Regular Bills- Road & Bridge Fund
5. Resolution to adopt the 2024 Final Budget and Levy
6. Discuss and Consider a Resolution to Withdraw from South County Health Alliance Membership
7. Consider resolutions to adopt the following modified policies:
 - a. Guide for Members of the Public and Data Subjects for Requesting Information
 - b. Kanabec County Employee Drug, Cannabis, Alcohol and Tobacco Policy (P-103 A)
 - c. FTA Drug and Alcohol Program Policy for Kanabec County Timber Trails Public Transit (P-103 B)
 - d. Earned Sick and Safe Time Policy (P-127)
8. Commissioner Reports
9. Future Agenda Items
10. CLOSED SESSION: Labor Negotiation Strategy– (This portion of the meeting may be closed pursuant to Minnesota Statute §13D.03)
11. CLOSED SESSION: Security Briefing on the Courthouse- (This portion of the meeting may be closed pursuant to Minnesota Statute §13D.05 Subd.3(d))
12. Discuss any other matters that may come before the County Board
13. 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 December 19, 2023 9:20 a.m.

- 1. Agenda Approval** **Pg. 1**
- 2. Director's Report** **Pg. 2**
 - Staffing – Office Support Specialist
 - Request to fill open Community Service Case Manager Position
 - Action requested
 - See attached resolution **Pg.3**
 - Request for Expenditure
 - Action requested
 - See attached resolution **Pg.4**
 - New Chemical Health Treatment Program
 - Ongoing Number of Children in Placement
- 3. Revised Psychiatric Services resolution Resolution**
 - Action requested
 - See attached resolution **Pg. 5**
- 4. 2024-25 Interagency Agreement**
 - Action requested
 - See attached agreement and resolution **Pg. 6-58**
- 5. 2024 Group Housing Support List (formerly GRH)**
 - See attached list (FYI) **Pg. 59**
- 6. Family Service Fund Report**
 - See attached report **Pg. 60**
- 7. Financial Report**
 - See attached report **Pg. 61-62**
- 8. Abstract Approval**
 - See attached abstract and board vendor paid list **Pg. 63-65**
- 9. Other Business**
- 10. Adjourn**

Family Service Director's Report

December 2023

Staffing

Jeanne Daher, the new Office Support Specialist began on December 4.

Fill Open Community Service Case Manager

We currently have an opening in our Community Services unit. This position bills for Targeted Mental Health case management and waiver services. The lack of this position impacts the level of service in this area. We also have a staff person out on FMLA for the next three months in this unit. It is unknown when the final disposition of current staff person out will be completed. Over the last 5 months we have managed the case load with current staffing. It is becoming clear we will not be able to sustain this for any amount of time and meet standards. I would like to fill the current open position. If the situation changes, we would offer the new staff the option of taking a retirement position. There is a planned retirement the first part of 2024. We have not received notice from the retiring staff in writing, but the staff has made her intention clear. This would be in our Children's Mental Health services and that position is critical so we would ask for filling it upon the retirement.

Request for Expenditure

We have a sibling group of 4 children who are in the permanency process and need to move to a relative's home in Texas. One of the children has already been escorted there for a respite visit. We will be required to escort and transport the other three children to this family in the near future. The match appears to be in the best interest of the children and is approved by all parties. The cost to move the children including the cost of travel will exceed the amount the agency can approve and requires board approval. The estimated cost of the move will be \$8,000 to \$10,000. We plan to use opioid funds in our budget for these costs.

- Action requested
- See attached resolution

New Chemical Health Treatment Program

We have received a notification from Northwoods Haven Recovery that a new program is in the process of being licensed to provide persons with co-occurring disorders treatment. This is a notification only. The state grants contracts and funds the service. The location of the proposed program is 2352 Jade St, Mora. I do not know many more details but will update the Board as they become known.

Ongoing Update on Number of Children in Placement

Last month we had 22 children in our care in out of home placements. We have 21 children in care this month compared to 23 last year for the same month.

Resolution # FS 12/19/23

Social Worker Community Service Case Manager Replacement Resolution

WHEREAS, the Family Services Agency has an open social worker -case manager position, and

WHEREAS, another staff person in this area is also out on FMLA for an extended period of time, and

WHEREAS, the case load in this area has been managed for the past five months but with a second person out, will not be manageable in the future.

WHEREAS, the Family Services Director is requesting replacement of the social worker-case manager position at Range 14, Step A at \$29.73 per hour.

THEREFORE BE IT RESOLVED the Kanabec County Family Services Board approves the Family Services Director and Coordinator hiring a social worker-case manager at Range 14, Step A, which is \$29.73 per hour or replacing any internal position made vacant from a lateral move or promotion.

Resolution # FS 12/19/23
Foster Care/Permanency Expenditure Resolution

WHEREAS, the Family Services Agency has a sibling group of four who have a relative family willing to bring them into their home permanently; and

WHEREAS, the relative family lives in Texas, and

WHEREAS, one of the children is currently in respite care in the relative family's home, and

WHEREAS, it is the County's responsibility to transport the sibling group to the relative family for permanent placement, and

WHEREAS, due to time constraints, the involvement of another state (Texas), the processing of paperwork, and the timing with the holidays, the expenses involved will be over the allowed amount of \$2500 for the agency to expend without board approval.

THEREFORE BE IT RESOLVED the Kanabec County Family Services Board approves the Family Services Director to expend the necessary funds to move the sibling group of three children and the social worker expenses to accompany said children to Texas, not to exceed \$10,000 which will be used from the Opioid grant funds.

Resolution # FS - 12/19/2023
Revised Psych Services resolution
Resolution

WHEREAS, the Family Services Agency presented annual contracts at the board meeting on November 21, 2023 and,

WHEREAS, the resolutions for two of those contracts had the incorrect dollar amounts listed, and

WHEREAS, at this time the Family Services Director would like to correct the errors, and

WHEREAS, Dr. Richardson's contract is for \$275 per hour, not the amount stated in the previous resolution of \$250.00 per hour, and

WHEREAS, Jessica Stokes' contract is for \$85 per hour, not the \$87.50 stated in the resolution dated November 21, 2023.

THEREFORE BE IT RESOLVED the Kanabec County Family Services board approves the corrected resolution amount for Dr. Paul Richardson for psychiatric supervision services of \$275.00 per hour and for Jessica Stokes for psychiatric services at the rate of \$85.00 per hour for the time period January 1, 2024 through December 31, 2024.

State of Minnesota – County
Child Support Program
Interagency Cooperative Agreement

CY 2024-2025

**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

_____ **County**

TABLE OF CONTENTS

1.	Definitions.....	1
1.1	Administrative Instructions	
1.2	Business Day.....	2
1.3	Calendar Day	
1.4	Central Registry	
1.5	Cooperating Agency	
1.6	Cooperative Arrangement	
1.7	Cooperative Agreement Manager	
1.8	Cooperative Agreement Review Committee	
1.9	County Attorney	
1.10	County Sheriff	
1.11	Governing Board of a County	
1.12	IV-D Program	3
1.13	Participant	
1.14	Parties	
1.15	PRISM	
1.16	Program Instructions	
1.17	IV-D Program Requirements	
1.18	State Disbursement Unit	
1.19	User Documentation	
2.	Appointment of Cooperative Agreement Manager	
2.1	Contact Information for Cooperative Agreement Managers	
3.	COUNTY's Duties and Responsibilities	4
3.1	General Requirements	
3.1.1	Policy Conflict	
3.2	Provide Services	
3.2.1	Provide Customer Service	
3.3	Hold Harmless	
3.4	Cooperative Arrangements.....	5
3.5	Purchase of Service Agreements	
3.6	Notification of Appeals	
3.6.1	Notice of Substantive Adverse Decisions.....	6
3.7	Internet Access	
3.8	Provide Information	
3.9	Information Technology Security	
3.9.1	COUNTY Security Officer	
3.9.2	Security Policies, Procedures and Guidelines	
3.10	Cooperation with Other Agencies	
3.11	Providing Resources to Improve Support in Minnesota (PRISM)	
3.11.1	Maintain Automation Equipment	
3.11.2	No Alteration of Software	
3.11.3	Authorized Access to Automation Equipment.....	7
3.12	Cost-Sharing Allocation Plan	
3.13	Maintain PRISM Financial Records	
3.13.1	Enter Court Order and Balance Information	
3.13.2	Receipt and Disbursement (R&D) Adjustments	
3.14	Failure to Maintain PRISM Financial Records	
3.15	Reimbursement for Failure to Follow Policy and Instructions	
3.16	Collections, Receipts, and Disbursements	
3.17	Records Maintenance	

3.18	Confidentiality of Records.....	8
3.18.1	Cooperating Agencies and Compliance with Regulations.....	
3.18.2	Others Requesting PRISM Information or Access for the Purpose of the Administration of the Child Support Program.	
3.18.3	Other Parties Requesting Access to PRISM or PRISM Information.....	9
3.18.4	Not a “Business Associate Agreement.”	
3.19	Federal Parent Locator Service	
3.20	IRS Cooperative agreement Language for General Services.....	10
3.20.1	Performance	
3.20.2	Criminal/Civil Sanctions.....	11
3.20.3	Inspection.....	12
3.21	Bonding.....	13
4.	STATE’s Duties and Responsibilities	
4.1	General Requirements.....	13
4.2	Child Support Division (CSD) Memos/Child Support Bulletins	
4.3	Program Instructions	
4.3.1	Program Instruction Change	
4.3.2	Reasonable Time Period to Implement.....	14
4.3.3	Extension of Time Period to Implement	
4.4	Monitoring	
4.5	Comprehensive Training	
4.6	Information to the Public	
4.7	Standard Cooperative Agreements	
4.8	Central Registry	
4.9	PRISM Maintenance	
4.10	PRISM Enhancement	
4.11	Ownership of Software.....	15
4.12	Tax Intercept	
4.13	New Hire Reporting	
4.14	Provide Direct Program Assistance to COUNTY	
4.15	Delegation of Authority	
4.16	Confidentiality of Records	
5.	Procurement	
5.1	Equipment	
6.	Allocations	
6.1	Standards of Performance and Performance Based Allocation	
6.2	County Contribution	
7.	Funding	16
8.	Federal Reimbursement	
8.1	County Income Maintenance Claims	
8.1.1	County-Wide Indirect Claim.....	17
8.2	Adjusted Reimbursement Claims	
8.3	Non-Compliance	
8.3.1	Compliance Review	
8.3.2	Advance Notice.....	18
8.4	Disallowances	
8.5	Conditions of Payment.	
8.6	Payment Recoupment	

9.	Program Operation: Records, Reporting, Monitoring and Security	
9.1	Record Keeping Requirements	
9.2	Records Maintenance	
9.3	Records Availability	19
9.4	Federal or State Authority to Review Documents	
9.5	Records Security and Access	
10.	Annual Audit	
10.1	Compliance with Single Audit Act	
10.2	State Audits	
10.3	Audit Disallowance	
10.3.1	COUNTY's Liability	
10.3.2	Fiscal Sanction.....	20
10.4	Audit Adjustments	
10.4.1	Audit Adjustment Determination	
10.4.2	Payment Adjustments	
11	Administrative Review	
11.1	Review Process	
11.2	Administrative Appeal.....	21
11.2.1	Notice of Demand for Appeal	
11.2.2	Process	
11.2.3	Policy Disputes: Limited Reimbursement Guarantee	
12.	General Provisions	
12.1	Lobbying Certification	22
12.2	Debarment Certification. Debarment by State or Federal Government, or any State or Federal Departments, Commissions, Agencies or Political Subdivisions Debarment Certification	
12.2.1	Subcontractor Debarment	.
12.3	Prohibitions on Weapons	
12.4	Provisions of Services and Programs.....	23
12.4.1	Funding Limitations	
12.4.2	COUNTY Funding	
12.4.3	Lawful Power and Duties	
12.5	Data Disclosure	
12.6	Liability	
12.7	Voter Registration Requirement	
12.8	Conditions on the Parties' Obligations	
12.9	Governing Law, Jurisdiction, and Venue.....	24
12.10	Severability	
12.11	Assignment, Amendments, Waiver, Cooperative Agreement Complete	
12.11.1	Assignment	
12.11.2	Amendments	
12.11.3	Waiver	
12.11.4	Cooperative Agreement Complete	
12.11.5	Effective Date	
	Signature Page	25
	Attachment A: Cooperative Arrangement (a separate document)	
	Attachment B: Certification Regarding Lobbying.....	26
	Attachment C: Disclosure of Lobbying Activities.....	27
	Attachment D: Certification Regarding Debarment and Suspension.....	30

**CY 2024-2025 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

_____ **County**

THIS INTERAGENCY COOPERATIVE AGREEMENT (hereinafter referred to as "Cooperative Agreement") is made and entered into for the period of January 1, 2024, through December 31, 2025, by and between the Minnesota Department of Human Services, Child Support Division, hereinafter referred to as "STATE," and the Governing Board of _____ 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, Interim 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:

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, 2024. 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, 2024, 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 shall include at least four (4) hours annually focused on diversity, unintended bias, and cultural competence for serving diverse participants. 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 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.

This Federal Fiscal Year 1998 base year amount plus the last four (4) quarters of federal and state incentive payments earned (calculated on a rolling basis) becomes the COUNTY's estimated minimum reinvestment amount.

The COUNTY must maintain this estimated minimum reinvestment amount of county spending to demonstrate it is supplementing not supplanting. For up-to-date county estimated reinvestment amounts, refer to the Net County Admin [Report](#) available on CountyLink.

At federal fiscal year end, the STATE will reconcile each county's minimum reinvestment amount to their actual federal fiscal year expenditures. Any county whose federal fiscal year expenditures do not exceed their minimum reinvestment amount, will be responsible for the difference. The STATE will reduce their next quarterly incentive payment by that amount.

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: _____

NOTE: Date Stamp is included
in Electronic Signature.

SIGNATURE of Person Authorized to Execute
Agreement on Behalf of County

Printed Name

Title

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

Printed Name

Title

MINNESOTA DEPARTMENT OF HUMAN SERVICES:

SIGNATURE of Interim Director, Minnesota Child
Support Division, Children and Family Services,
Minnesota Department of Human Services

Michele M. Schreifels
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)

Print Name Title

For: _____
Name of Provider County

Title of County Program

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 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 _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal STATE/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):		10. b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
11. Amount of Payment (check all that apply): \$ _____ <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: _____
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
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:		
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: _____ Print Name: _____ Title: _____ Date: _____

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

0348-0046
(cont.)

Reporting Entity: _____ Page _____ 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.

ATTACHMENT A
CY 2024-2025 IV-D CHILD SUPPORT COOPERATIVE ARRANGEMENT
WITH
_____ OFFICES OF HUMAN SERVICES,
COUNTY SHERIFF and COUNTY ATTORNEY

The _____ Office of Human Services (hereinafter "COUNTY") and its designated Child Support Office (hereinafter referred to as "County IV-D Agency or IV-D Agency") and the _____ Attorney (hereinafter, "County Attorney"), and the _____ Sheriff (hereinafter "County Sheriff") hereby enter into the following Cooperative Arrangement.

RECITALS

Whereas, the COUNTY and its County IV-D Agency, according to Minnesota Statutes, section 393.07, subdivisions 2 and 3 and through their Cooperative Agreement with the Minnesota Department of Human Services, are responsible for operation of child support services;

Whereas, the COUNTY is also empowered to enter into Cooperative Arrangements with the County Sheriff and the County Attorney pursuant to Minnesota Statutes, chapter 388 and Minnesota Statutes, sections 393.11 and 471.59;

Whereas, the County Attorney is willing and able to provide legal services necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act, 42 U.S.C., sections 651 through 699Bb;

Whereas, the County Sheriff is willing and able to perform activities necessary to the operation of the child support enforcement program under Title IV-D of the Social Security Act;

Whereas, the above-referenced entities enter into this Cooperative Arrangement 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; and

Whereas, Title IV-D of the Social Security Act, Public Law 93-647, as amended, and 45 C.F.R., section 303.107 require a Cooperative Arrangement between the COUNTY and the other county entities that are a party to this Cooperative Arrangement, namely the County Attorney and the County Sheriff, in order to compensate said county entities with respect to reimbursement for costs incurred in providing services necessary to operate the child support enforcement system under Title IV-D of the Social Security Act.

NOW, THEREFORE, BE IT RESOLVED that the parties hereby agree as follows:

I. GENERAL TERMS

- A. ***Duration of Arrangement.*** It is agreed that this Cooperative Arrangement will commence on **January 1, 2024**, and will expire on **December 31, 2025**. The Cooperative Arrangement may be terminated earlier upon sixty (60) days written notice to all other parties. This Cooperative Arrangement shall be renewed upon written agreement of all parties.
- B. ***Effective date for payment of federal funds.*** The effective date of this Cooperative Arrangement for the payment of federal funds is the first date of the quarter in which the COUNTY, County Attorney, and County Sheriff obtain all required signatures.
- C. ***Purpose.*** The purpose of the child support program is to establish paternity and secure financial support for minor children who are living apart from one or both parents as more fully set forth in Title IV-D of the Social Security Act. In order to meet this purpose, this Cooperative Arrangement establishes procedures for the provision of services to the child support program by the County Attorney, and the County Sheriff.
- D. ***Parties.*** “Parties” means the COUNTY and the Cooperating Agencies. “Cooperative Agency” is defined in the Cooperative Agreement.
- E. ***STATE.*** “STATE” means the Minnesota Department of Human Services, Child Support Division.
- F. ***DHS.*** “DHS” means the Minnesota Department of Human Services.
- G. ***CSD.*** “CSD” means the STATE’s Child Support Division.
- H. ***Duties.*** The specific duties of each Party are set forth more fully below. This Cooperative Arrangement also provides for reimbursing administrative costs in accordance with federal regulations and state policy.
- I. ***Amendments.*** Any amendment to this Cooperative Arrangement 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 Arrangement, or their successors in office. Any amendment of this Cooperative Arrangement must be sent to the DHS’ Deputy Director of the Child Support Division.
- J. ***Records.*** The parties will maintain all records, including financial records, related to all services provided under this Cooperative Arrangement for the longer of six (6) years following the end date of this agreement or as otherwise provided by law. Record maintenance will be in accordance with all federal, state, and local records retention policies, reporting and safeguarding requirements. Records related to services provided under this Cooperative Arrangement will be made available and subject to state and federal review and audit.

Pursuant to 45 C.F.R., section 303.2(c) staff with PRISM update access shall appropriately document case activity. For staff that do not have PRISM update access, the responsible party shall ensure that IV-D case activity is recorded by the appropriate staff. Said documentation shall include the date of action, a description of services rendered, and the result of the action.

All IV-D related contacts, actions and other appropriate IV-D case activity must be recorded as case events in PRISM by the COUNTY. "PRISM" is defined in the Cooperative Agreement.

Case records that are held or maintained by the COUNTY must be maintained pursuant to the requirements under 45 C.F.R., section 303.2(c) and referenced by a note in PRISM. The note must identify the nature of the records and the specific location of the records.

- K. **Applicable Laws and Policies.** All Parties will comply with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to, applicable federal and state information privacy laws. All parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota laws and statutes.

1. Policy Dispute

The County Attorney may seek review of STATE policies through this section or through section 3.1.1 of the Cooperative Agreement, acting as the COUNTY.

a. CARC Review

The County Attorney shall be entitled to an administrative review of the STATE's interpretation of the above policies and procedures, if the CARC agrees that the difference in interpretation has a state-wide impact to multiple cases and the CARC agrees on a recommended resolution of the dispute. "CARC" is defined in the Cooperative Agreement.

b. Procedure

The County Attorney shall bring its disagreement with the STATE's interpretation to the CARC. The CARC shall decide whether to submit the dispute to the CSD Division Deputy Director. If a dispute is submitted to the STATE, it must clearly state the following information in writing: The disputed policy; exactly what part of the policy is disputed; the legal and/or policy reasons for the difference in interpretation; and a proposed solution to the differences in interpretation. The CSD Division Deputy Director and the CARC shall attempt to resolve the disagreement in an informal manner. If the CARC and the CSD Division Deputy Director are unable to reach an informal resolution of the policy dispute, the CARC may request the CSD Division Deputy Director to issue a written decision. The CSD Division Deputy Director shall issue a written decision as soon as practicable. If the CARC disagrees with the written decision, the CARC may seek mediation of the policy dispute through the Minnesota Office of Administrative Hearings (OAH). The County Attorney's office initiating the policy dispute shall be responsible for the payment of mediation fees. The decision of OAH is binding upon the COUNTY and the STATE unless an appeal is filed with the district court within thirty (30) calendar days of the OAH decision.

- L. ***Monitoring and Corrective Action.*** The COUNTY's performance, as set forth in this Cooperative Arrangement, may be monitored by the STATE as needed to ensure effective implementation of its terms and to identify problems that affect the delivery of services covered by the Cooperative Arrangement. The STATE may direct the COUNTY to develop corrective action plans as necessary to avoid fiscal sanctions, which may result if the COUNTY does not meet its obligation under this Cooperative Arrangement. The COUNTY must notify the STATE of conditions that have caused or may hinder its ability to meet its obligations under this Cooperative Arrangement. The COUNTY will develop corrective action plans and comply with them. The Cooperating Agencies agree to comply with any state or federally approved corrective action plans.
- M. ***FFP Reimbursement for Child Support Activities.*** The COUNTY agrees to comply with the provisions of 45 C.F.R., section 304.21, federal financial participation (FFP), in the costs of Cooperative Arrangements, as a condition for FFP. The COUNTY may be reimbursed for administrative expenses incurred as a result of the activities performed under this Cooperative Arrangement. Said reimbursement shall not exceed the percentage set by federal regulations or state statutes, and it may change during a given calendar year.

The STATE will send written notification to the COUNTY as soon as the STATE is officially notified of a proposed change in the reimbursement rate for administrative expenses, and the county shall notify Cooperating Agencies as soon as they are aware of any changes.

- N. ***COUNTY's Duties, Functions, and Responsibilities.*** The COUNTY is responsible for administering the program to establish paternity, establish and enforce child support, medical support, and child care support orders, and to enforce spousal support orders pursuant to state and federal law.

The COUNTY will seek reimbursement for the allowable costs incurred under the terms of this Cooperative Arrangement by appropriately reporting those costs to the STATE.

II. Information Privacy

The requirements contained in the *Information Privacy and Security Agreement* (IPSA) that has been separately executed by COUNTY and DHS, and any successor agreement thereto, are hereby incorporated by reference into and made part of this Cooperative Arrangement. The Parties to this Cooperative Arrangement agree that the IPSA governs the Parties' access, use, disclosure of, and responsibilities for protected information (as defined in the IPSA) administration of the Parties' administration of relating to the Title IV-D of the Social Security Act.

Additionally, the Parties agree to comply with the following provisions:

- A. ***Confidentiality.*** The information exchanged under this Cooperative Arrangement shall not be disclosed to individuals or agencies other than as provided in 45 C.F.R. sections 202.50 and 303.21, and as provided by the laws of the State of Minnesota. Information exchanged under this Cooperative Arrangement will only be used to promote or support the administration of programs authorized to share information under Title IV-D of the Social Security Act.

- B. **Data Privacy.** For purposes of executing its responsibilities and to the extent set forth in this Cooperative Arrangement, all of the Parties to this Cooperative Arrangement shall be part of the “welfare system,” as defined in Minnesota Statutes, section 13.46, subdivision 1. To the extent permissible by law, each Party’s employees and agents will have access to private or confidential data maintained by the other Parties to the extent necessary to carry out COUNTY’s responsibilities under this Cooperative Arrangement.
- C. **Duty to ensure proper handling of protected information.** The COUNTY shall be responsible for training its employees (and employees of (a) the County Human Services Agency, (b) the County Attorney’s Office, and (c) the County Sheriff’s Department) who are authorized to access and use protected information collected under the terms and for the purposes specified in this Cooperative Arrangement. This responsibility includes ensuring that staff are properly trained and comply with the following:
1. The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, in particular, section 13.46 (welfare data);
 2. Security and Confidentiality of Department of Public Safety Driver and Vehicle Service (DVS) data;
 3. Internal Revenue Service (IRS) procedures and safeguards for the confidentiality and security of IRS sourced data under 26 United States Code, sections 6103 and 7213, and the penalties for misuse of IRS sourced data, under 26 United States Code, sections 7213 and 7431, and 26 Code of Federal Regulations, section 301.6103(n)-1;
 4. Federal Parent Locator Service and Child Support Program information privacy and safeguards, including information derived from the National Directory of New Hires, the Debtor File, and the Federal Case Registry, and the Federal Privacy Act; and
 5. Any other applicable state and federal statutes, rules, regulations, and agreements affecting the collection, storage, use and dissemination of private or confidential information.
- D. **Minimum necessary access to protected information.** The Parties shall comply with the “minimum necessary” access and disclosure standards set forth in the MGDPA. The accessing, use, and disclosure of protected information is limited to “that necessary for the administration and management of programs specifically authorized by the legislature or local governing body or mandated by the federal government.” Minnesota Statutes, §13.05, subd. 3.
- E. **Each party shall.**
1. Maintain appropriate safeguards to prevent inappropriate access, use, or disclosure of protected information by its employees other than as provided for by this Cooperative Arrangement or as otherwise required by law;
 2. Immediately report any inappropriate access, use, disclosure, or unauthorized access to protected information not authorized by this Cooperative Arrangement of which it becomes aware;
 3. Ensure that any agents (including subcontractors), analysts, and others to whom

it provides private or confidential data, agree to be bound by the same restrictions, conditions, and training that apply to it with respect to such information;

4. At termination of this Cooperative Arrangement, extend the protections of this Cooperative Arrangement to protected information collected during the course of this Cooperative Arrangement.

F. *Family Violence Indicator.*

Pursuant to Minnesota Statutes, section 257.70 and federal law, the COUNTY and the Parties to this Cooperative Arrangement may not release information about the whereabouts of a person, if it has knowledge that a protective order with respect to the other party has been entered, or if the COUNTY has reason to believe that releasing the information might result in physical or emotional harm to the person about whom the information is sought. Child support workers are required to safeguard the privacy of said individuals by entering a safety concern indicator in PRISM.

Protected information, which includes information stored in or accessed from the PRISM system, includes information about all case participants, including persons with privacy protection. The COUNTY and the Parties to this Cooperative Arrangement will explain the sensitive nature of the safety concern indicator to all personnel with access to case information and will comply with safeguards to protect the privacy of all parties, including individuals protected with a privacy protection indicator.

Information about protected individuals may not be published, used, transmitted, or otherwise shared, without first removing all information about location, employment or other information identifying the whereabouts of the protected individual.

G. *Maintaining the Security of Protected Information Stored in or Accessed from the PRISM System.*

Protected information shall be stored in a place physically secure from access by unauthorized persons in conformance with DHS Child Support Division manuals and instructions regarding computer security. The manual is found in the CSD User Documentation. County Security Officers and local agencies can access the manual on DHS-SIR at <https://www.dhssir.cty.dhs.state.mn.us/PRISM>.

The COUNTY and the Parties to this Cooperative Arrangement shall require that all personnel with access to protected information will adhere to the policies and procedures of the CSD and state statutes regarding confidentiality and computer access that are referenced in the CSD User Documentation. The CSD Division Director or his/her designee may review each staff person's access to protected information to ensure that the level of access is consistent with their job duties.

- H. *Hold Harmless for data practices violations.*** The Parties are responsible for their own acts or omissions while performing the services described in this Cooperative Agreement.

III. PROVISION OF LEGAL SERVICES

A. *Duties of the COUNTY.* The COUNTY shall:

1. Refer appropriate cases to the County Attorney as provided for in federal regulations, state law, and policy.

2. Supply the County Attorney with appropriate information as provided for and defined in the federal regulations, the IV-D Program, the State Plan for Support Collection and Establishment of Paternity under Title IV-D of the Social Security Act, and state policy in accordance with DHS Child Support Division Program Manuals (DHS eMILO and SIR MILO) and other program instructions DHS may release from time to time.
3. Assist the County Attorney and the courts in carrying out programs for establishing paternity and securing support for children from legally liable persons.
4. Notify the County Attorney about failures to comply with court-ordered child support and maintenance whenever legal action appears necessary.
5. Consult with the County Attorney about any issues of law that may arise should the COUNTY need legal advice or counsel.
6. Assist in the service of process when the opportunity occurs to serve process before referral to the County Sheriff or other contracted process server.
7. Reimburse the County Attorney for providing services as specified in this Arrangement to the extent these services are federally required activities and services as provided in federal regulation and the IV-D Program.
8. Take any actions necessary to assist the County Attorney in meeting the federally mandated performance standards as set forth below.

B. *Duties of the County Attorney.* The County Attorney shall:

1. Take appropriate legal action, including making court appearances, to carry out the IV-D Program. The County Attorney agrees that the functions performed and services provided shall be performed in accordance with Title IV-D of the Social Security Act and all applicable federal laws, regulations, action transmittals, and other directives, instructions, and requirements of the United States Department of Health and Human Services, Office of Child Support Enforcement, including but not limited to, applicable federal and state information privacy laws. All Parties will comply with other applicable state statutes governing the child support program; state child support procedures; and applicable Minnesota statutes. The County Attorney agrees that disagreements over policy and procedure shall be handled through the CARC via section I, paragraph H of this arrangement or through the procedures in sections 3.1.1 of the Cooperative Agreement between the STATE and the COUNTY.
2. Review evidence and determine the adequacy of the evidence for court action.
3. Act on behalf of another COUNTY or Tribal IV-D Program or County Human Services Department upon their mutual agreement or as provided by state law or policy.
4. Counsel and advise the COUNTY with regard to issues of law and procedure and act as legal advisor for the COUNTY pursuant to Minnesota Statutes, chapter 388. The County Attorney will refrain from acting as counsel for or providing legal advice to applicants or recipients of IV-D services.
5. Inform the COUNTY of statutory and case law changes that may affect the COUNTY in any of its child support enforcement functions.

6. With the COUNTY, notify the CSD Division Deputy Director within seven (7) calendar 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 case parties or the COUNTY. The STATE will review the appeal and consult with the County Attorney and the Office of the Attorney General as necessary.
7. In coordination with the COUNTY, report to the CSD Division Deputy Director within seven (7) calendar days of becoming aware of any child support judgments that call into question the constitutionality or enforceability of child support statutes or program instructions.
8. Retain records and make reports to the COUNTY, DHS, the court and law enforcement agencies as required by federal regulations and state policies for the effective and efficient administration of the IV-D Program.
9. Fully cooperate with the COUNTY and DHS with respect to the monitoring and evaluating activities pertaining to this Cooperative Arrangement.
10. Dedicate the necessary staff and equipment necessary to meet the performance standards set forth below.
11. Determine whether handling any particular case would constitute a conflict of interest or otherwise be professionally improper. If so, the County Attorney may select another attorney to handle the case at the same compensation rate as provided in this Cooperative Arrangement. The County Attorney shall require and ensure that the other attorney complies with the terms and conditions of this agreement.
12. Sign off, along with the COUNTY, on any corrective action plans developed as a result of deficiencies noted during a county review.
13. Prepare pleadings, including summons, petitions, orders to show cause, motions, and other necessary legal documents. Utilize relevant PRISM documents as consistent with eFiling and eService requirements. Draft interim orders. Prepare court orders, temporary orders, and judgments as necessary.
14. Cooperate with county, tribal, and state-operated economic support agencies, and all other agencies managing or operating federal or state programs, in administering the requirements of the IV-D Program.
15. Attend, if available, relevant training sessions provided by the COUNTY or the STATE.
16. Meet with the COUNTY Child Support Deputy Director as requested regarding policy and procedural issues.

C. County Attorney Performance Standards. The County Attorney shall:

1. In recognition of the Family Support Act of 1988, Public Law 100-485, and the requirements of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, Public Law 104-193, the COUNTY and County Attorney will collaborate to meet the federally determined time limits for services as set forth by federal law and in accordance with Minnesota law, regulations, and policy. The federal time limits (including, but not limited to, those found at 45 C.F.R., sections 303.2 through 303.11; 303.30 through 303.31; 303.72; 303.100 through 303.102;

305.20; 42 U.S.C., sections 453A and 466(a)(10)) will be the primary standard against which performance under this Cooperative Arrangement will be measured.

2. Promptly notify the COUNTY of any actions that the COUNTY must take in order for the County Attorney to meet these performance standards.
 3. Communicate with the COUNTY concerning child support cases prior to hearings;
 4. Communicate, to the extent practicable, with opposing counsel prior to hearings;
 5. Reserve, to the extent that it is within the County Attorney's control, the necessary time and resources necessary to effectuate the timely resolution of child support legal issues;
 6. Meet all timeframes for taking legal actions and establishing and enforcing orders as set forth in the federal regulations and state policies, recognizing exigent circumstance.
 7. Cooperate with the COUNTY to meet federal timeframes for IV-D Program services:
 - i. Within ninety (90) calendar days of locating the alleged father or noncustodial parent, establish paternity and establish an order for support or complete service of process necessary to commence proceedings.
 - ii. For cases in which service of process is necessary, establish paternity and establish an order for support:
 - Within six (6) months in 75% of the cases, and
 - Within twelve (12) months in 90% of the cases.
 - iii. From the date of service of process:
 - Within one hundred eighty (180) calendar days of receiving a request for review or locating the non-requesting parent, review and adjust the order or determine that the order should not be adjusted.
 8. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Arrangement with or sub-contracts/Cooperative Agreements with DHS.
- D. **Reimbursement to the County Attorney.** Reimbursement to the County Attorney shall be for the actual cost of providing services to the COUNTY incurred by the County Attorney's office. Payments claimed and paid shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, chapter 388.

The County Attorney is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program. Reimbursement is limited to reimbursement for activities and services that are required or allowed by law.

1. **County Attorney Time:** The County Attorney must track and account for attorney time expended on IV-D cases. If the IV-D program dedicates staff at 100% to eligible IV-D activities under Federal Regulations, the County Attorney may seek reimbursement for 100% of eligible staff time. For attorneys and staff that work on

eligible IV-D cases less than 100% of the time, the attorney and staff time may be accounted for in one of two ways:

- i. *Hourly Cost Method.* The County Attorney may track County Attorney and support staff time on an hourly basis; OR
 - ii. *Time Study/Salary Method.* The County Attorney may use a periodic time study to determine the proportion of time the County Attorney staff spends on IV-D Program activity versus all other activity. The office must regularly complete time studies. The study will be completed as follows:
 - a. All County Attorney staff providing IV-D Program services will complete a week-long time study each month. The study will record time spent on IV-D Program activity.
 - b. The results of each study will determine that percentage of time spent per staff person for IV-D Program services in relation to that person's total hours worked per month.
 - c. Reimbursement will be determined by applying the percentage of time determined to have been used for IV-D Program activity for an individual staff member to that individual's direct salary and benefits costs.
2. **County Attorney Costs:** The County Attorney must track and account for costs expended on IV-D cases. Direct costs must be accounted and claimed. Indirect costs may be claimed in accordance with Federal Regulations, 22 C.F.R., section 225, and OMB circular A-87, but the County Attorney, in cooperation with the COUNTY, must ensure that indirect costs are not double counted (i.e. claimed by both the COUNTY and County Attorney).

Reimbursement Estimate to the County Attorney:

The amount budgeted for eligible IV-D cases services provided by the County Attorney to the COUNTY in the budget year preceding this contract was

_____.

Note: Estimated County Attorney costs may be calculated using the prior budgeted amount identified above, increased by a cost of living adjustment of 3% per year.

The total estimated County Attorney costs for each of the applicable COUNTY budget years of this contract are as follows:

2024: total estimated cost of _____

2025: total estimated cost of _____

If the estimated County Attorney costs in either of the contract years stated above are expected to exceed the budgeted amount in the preceding COUNTY budget year by more than 3%, please provide a brief explanation below.

Overwrite & enter description of Attorney costs if they are > 3% of prior year budget. Otherwise enter "NA" in this field.

The parties realize that the actual costs incurred and claimed by the County Attorney may exceed or stay below the estimated costs.

E. *Reimbursement Terms to the County Attorney.*

1. The County Attorney will submit monthly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. If the COUNTY determines that the County Attorney is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Attorney will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section III, paragraph C of this Cooperative Arrangement, and delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Cooperative Arrangement.

IV. PROVISION OF SERVICES BY THE COUNTY SHERIFF

A. *Duties of the COUNTY.* The COUNTY shall:

1. Supply appropriate information as provided for and defined in federal regulations and state law and policy.
2. Reimburse the County Sheriff for the provision of services as specified in this Cooperative Arrangement to the extent that those services are federally required activities and services as provided in the federal regulations and the IV-D Program.

B. *Duties of the County Sheriff.* The County Sheriff shall:

1. Process Service:
 - a. Upon request, provide services to the COUNTY by performing service of process in Title IV-D cases, including, but not limited to, the service of summons, complaints, orders to show cause, motions, court orders, subpoenas, warrants, and writs of attachment.
 - b. Make diligent attempts to serve legal papers on IV-D participants believed to be residing in the county.
 - c. Document all service of process and attempted service of process by providing a proof of (attempted) service in the form of a server's affidavit or certificate of service. The affidavit or certificate must state the date, time and place of service, whether the respondent was personally served. For serving a summons, the server must also endorse the summons and indicate thereon the time and date, the place and manner of service, and upon whom service was made.
2. Execution of Warrants:
 - a. Check the records for outstanding child support warrants, whenever civil papers are served on any person or an arrest is made for any reason.

- b. With due diligence, execute bench warrants, and orders for arrest or commitment in IV-D cases. If there are questions about the validity of said orders or the identity of the party, contact the COUNTY immediately.
 - c. Return all withdrawn IV-D warrants to the COUNTY.
- 3. Locate Services: Respond to COUNTY requests for location information by accessing available resources, such as the Minnesota Bureau of Criminal Apprehension, Crime Information Bureau and out- of-county and out-of-state law enforcement agents.
- 4. Security Services:
 - a. To provide a bailiff to be present at IV-D hearings as requested by the COUNTY, the County Attorney, or as ordered or directed by the court.
 - b. Upon request, provide special security service to the COUNTY and to the courts.
 - c. Escort respondents who are in custody to hearings scheduled by the COUNTY and arrange for transportation of persons arrested in other counties.
- 5. Other Services:
 - a. Provide daily jail and Huber (work release) rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
 - b. Upon request, meet with the COUNTY Child Support Deputy Director regarding policy and procedural issues.
 - c. Ensure equal opportunity and equal access in service delivery. This includes the use of interpreters or procedures for acquiring translation and interpretation services when needed and the provision of reasonable accommodations or aids for people with disabilities.

C. *County Sheriff's Department Standards of Performance.*

- 1. Process Service
 - a. Execute due diligence by making at least three attempts to serve the respondent at each possible location furnished by the COUNTY. The County Sheriff may make fewer than three service attempts at a particular location, if, after attempting service, it is determined that further attempts at that particular location would be futile.
 - b. Effectuate service of process to meet due process requirements as set forth under Minnesota statutes.
- 2. Execution of Warrants
 - a. With due diligence, execute bench warrants and arrest/commitment orders in IV-D cases.
 - b. If there are questions about the validity of any warrant or the identity of the party, contact the COUNTY within ten (10) days.

- c. Return all withdrawn IV-D warrants to the COUNTY within ten (10) days of withdrawal.
- 3. Locate Services
 - a. Respond to COUNTY requests for location information by accessing available resources such as National Crime Information Center (NCIC) and the Bureau of Criminal Apprehension (BCA) and other automated resources with due diligence.
- 4. Security Services
 - a. With advanced notice, provide special security service to the COUNTY and to the courts.
- 5. Other Services
 - a. On a daily basis, provide daily jail and Huber rosters, and upon request, provide information to COUNTY about inmates' dates of incarceration, employment status, address information and any other relevant information.
 - b. Meet with the COUNTY Child Support Deputy Director as requested, regarding policy and procedural issues.
 - c. Cooperate with the COUNTY to meet federal timelines for IV-D services:
 - d. Within seventy-five (75) days of determining that location is necessary, access appropriate locate sources.
 - e. If service of process is necessary, service must be completed or unsuccessful attempts must be documented within sixty (60) calendar days of identifying a delinquency, or of locating the noncustodial parent, if location is necessary.
 - f. Comply with the Civil Rights Compliance standards for agencies that deliver services under Cooperative Agreement with the State of Minnesota Department of Human Services.

D. *Reimbursement to the County Sheriff.*

- 1. The County Sheriff will be reimbursed for the actual cost of providing services to the COUNTY incurred by the County Sheriff's office. Payments claimed shall be consistent with the requirements and prohibitions set out in Minnesota Statutes, chapter 387.

The County Sheriff is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program.

Reimbursement Estimate to the County Sheriff:

The amount budgeted for eligible IV-D cases services provided by the County Sheriff to the COUNTY in the budget year preceding this contract was

The total estimated County Sheriff costs for each of the applicable COUNTY budget years of this contract are as follows:

Note: Estimated County Sheriff costs may be calculated using the prior budgeted

amount identified above, increased by a cost of living adjustment of 3% per year.

2024: total estimated cost of _____

2025: total estimated cost of _____

If the estimated County Sheriff costs in either of the contract years stated above are expected to exceed the budgeted amount in the preceding COUNTY budget year by more than 3%, please provide a brief explanation below.

**Overwrite & enter description of Sheriff costs > 3% of prior year budget.
Otherwise, enter "NA" in this field.**

The parties realize that the actual costs incurred and claimed by the County Sheriff may exceed or stay below the estimated costs.

E. Reimbursement Terms to the County Sheriff.

1. The County Sheriff will submit monthly statements to the COUNTY for all reimbursements requested for the services provided in this Cooperative Arrangement.
2. Upon receipt, the COUNTY shall make payment in its usual and customary manner.
3. The County Sheriff is responsible for assuring that the expenses claimed are in accordance with the federal regulations for claiming FFP reimbursement for activities in the child support enforcement program. Reimbursement is limited to reimbursement for activities and services that are required or allowed by law.
4. If the COUNTY determines that the County Sheriff is not meeting the terms of this Cooperative Arrangement in any way, the payment to the County Sheriff will not be made until it is determined by the COUNTY that the deficiency has been corrected. These deficiencies may include failure to perform (without good cause) within the parameters of the performance standards set forth in Section IV.C., delinquent or incorrect submission of required reports, violation of federal or state law, or repeated failure to perform (without good cause) within the parameters of the performance standards and other specified requirements of this Cooperative Arrangement.

V. 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 participants (County Attorney and County Sheriff) must certify the following, as required by the regulations implementing Executive Order 12549:

A. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.

Instructions for Certification:

1. By signing and submitting this Cooperative Arrangement, 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 (Debarment and Suspension). You may contact the person to which this Cooperative Arrangement 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 title 48 of the 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 five 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 Title 48 of the C.F.R., part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this Cooperative Arrangement, 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 Cooperative Arrangement.

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SIGNATURE PAGE FOLLOWS

**THE PARTIES HEREIN, HAVING APPROVED AND SIGNED THIS COOPERATIVE
ARRANGEMENT, AGREE TO BE BOUND TO THE PROVISIONS SET FORTH IN
THIS COOPERATIVE ARRANGEMENT.**

Parties:

NOTE: Date Stamp is included
in Electronic Signature.

COUNTY NAME

SIGNATURE of Person Authorized to Execute
Arrangement on Behalf of County

Printed Name

Title

County Attorney Signature
(REQUIRED ON ALL ARRANGEMENTS)

Printed Name

County Sheriff Signature
(REQUIRED ON ALL ARRANGEMENTS)

Printed Name

Approved By:

SIGNATURE of Interim Director, Minnesota Child Support
Division, Children and Family Services,
Minnesota Department of Human Services

Michele M. Schreifels

Printed Name

Resolution # FS 12/19/23
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

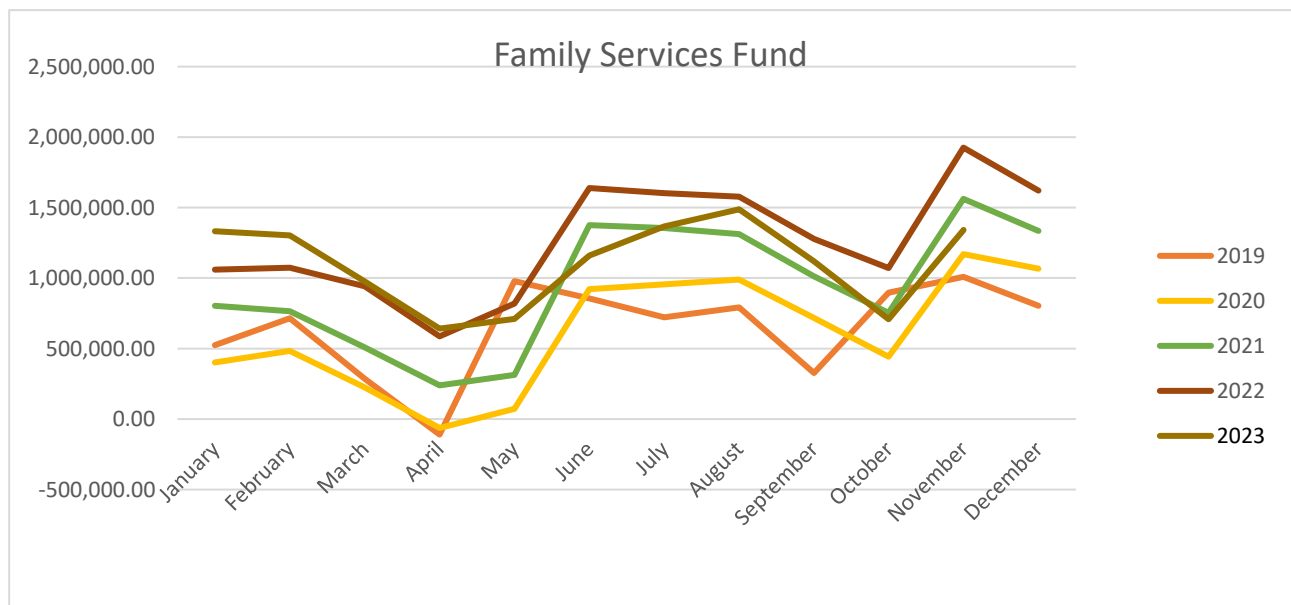
WHEREAS, the County Attorney and Kanabec County Sheriff wish to enter into this cooperative agreement to set forth their respective responsibilities in providing services necessary to the operation of the Child Support Enforcement program.

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, 2024 through December 31, 2025.

2024 Housing Support Services Provider List

1. Erika Anondson
2. Better Avenues (2)
3. Dungarvin Minnesota LLC (2)
4. Eastwood Senior Living
5. Lakes & Pines CAC
6. Lakeside True Directions
7. Jenniefer Miech
8. Carol & Ernest Mohn
9. Shelly & Vincent Pavlak
10. RSI of Northeast Minnesota (7)
11. River Bend Cottage
12. Taylor Schoumaker
13. Serenity Manor
14. Thomas Foster Care
15. Village of St. Clare
16. Vitacare Living
17. Volunteers of America (3)

	2019	2020	2021	2022	2023
January	523,556.70	401,131.39	802,602.99	1,060,669.83	1,332,846.30
February	715,738.74	483,781.08	764,375.81	1,074,400.99	1,303,079.82
March	285,341.21	225,078.17	507,711.89	942,838.71	976,432.91
April	-109,902.43	-63,141.11	239,129.82	586,755.76	641,596.45
May	979,247.26	73,382.15	313,993.85	820,322.23	711,400.40
June	855,820.47	920,867.09	1,376,518.14	1,638,762.92	1,159,594.67
July	721,467.48	955,700.06	1,355,779.92	1,603,064.80	1,366,971.18
August	791,435.79	990,235.56	1,312,346.82	1,578,429.94	1,487,944.78
September	326,963.03	716,408.79	1,012,985.41	1,277,604.14	1,118,266.82
October	897,606.65	443,084.51	753,774.16	1,072,396.60	707,480.12
November	1,008,939.34	1,170,024.75	1,562,104.61	1,925,516.68	1,342,363.76
December	804,618.63	1,067,709.00	1,335,030.43	1,620,823.12	
Totals	7,800,832.87	7,384,261.44	11,336,353.85	15,201,585.72	12,147,977.21
Averages	650,069.41	615,355.12	944,696.15	1,266,798.81	1,104,361.56
6 month Avg.	758,505.15	890,527.11	1,222,003.56	1,512,972.55	1,197,103.56
Rolling 12 month Avg	650,069.41	615,355.12	944,696.15	1,266,798.81	1,147,400.03



Kanabec County Family Services - Board Financial Report				Through November 2023											
	Total year to date/			8.33%	16.67%	25.00%	33.33%	41.67%	50.00%	58.33%	66.67%	75.00%	83.33%	91.67%	100.00%
Department	Budget	% of budget	Total	January	February	March	April	May	June	July	August	September	October	November	December
Income Main. Service															
Exp	753,602.00	87.41%	658,722.31	53,804.48	53,379.65	82,336.98	54,893.92	50,144.12	81,537.68	53,684.61	56,637.64	58,323.10	57,047.39	56,932.74	
Rev	560,191.00	81.16%	454,646.45	9,831.56	61,657.74	9,831.56	9,959.72	61,851.38	9,959.72	144,466.90	67,357.71	10,302.90	10,608.90	58,818.36	
Tax	367,731.25	86.11%	316,640.91	5,406.53					181,287.99					129,946.39	
State Shared Rev			17,529.86							14,501.83			3,028.03		
Recoveries															
Exp	15,600.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Rev	21,600.00	20.48%	4,423.68	1,169.75	1,599.82	1,804.68	379.28	391.17	-3,906.42	374.79	322.00	399.90	392.58	1,496.13	
Tax	22,100.71	86.23%	19,056.45	351.21					10,895.44					7,809.80	
State Shared Rev			1,053.55							871.56			181.99		
Burials															
Exp	25,000.00	46.27%	11,566.75	1,336.50	0.00	0.00	3,731.25	0.00	1,800.00	0.00	0.00	2,699.00	0.00	2,000.00	
Rev			0.00												
Tax			0.00												
Child Support															
Exp	379,758.00	88.78%	337,134.98	27,408.09	27,284.54	39,140.48	28,895.78	26,018.48	43,796.11	29,501.66	29,225.88	28,810.63	27,487.16	29,566.17	
Rev	404,000.00	93.22%	376,603.08	16,364.47	64,184.46	16,245.33	18,174.26	61,667.24	16,973.69	1,540.13	73,798.93	31,831.35	1,159.98	74,663.24	
Tax															
MA Services															
Exp	483,900.00	73.97%	357,931.70	24,920.54	44,697.74	26,526.98	32,887.42	31,465.01	49,937.96	25,688.19	31,114.25	31,333.67	34,824.56	24,535.38	
Rev	452,000.00	60.69%	274,338.30	43,168.98	13,714.19	38,947.74	17,913.90	39,665.29	2,092.28	20,089.07	41,475.36	4,524.91	25,704.36	27,042.22	
Tax	31,513.97	87.84%	27,683.36	1,011.07					15,536.09					11,136.20	
State Shared Rev			1,502.28							1,242.78			259.50		
Child Care															
Exp	230,950.00	47.06%	108,681.61	99.00	5,154.41	10,254.82	13,694.72	15,828.67	10,935.78	0.00	22,838.73	13,837.99	99.00	15,938.49	
Rev	230,776.00	60.61%	139,880.89	580.00	42,478.56	446.00	-26.17	62,055.40	-28,241.70	806.00	23,479.80	855.00	607.00	36,841.00	
Tax	204.64	136.64%	279.62	106.43					100.88					72.31	
State Shared Rev			9.76							8.07			1.69		
Fraud															
Exp	74,689.00	90.30%	67,441.70	5,646.39	5,662.23	5,759.23	6,011.48	5,646.41	8,942.52	5,822.08	5,901.33	6,123.43	5,903.95	6,022.65	
Rev	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Tax	73,669.03	86.27%	63,556.97	1,206.18					36,318.13					26,032.66	
State Shared Rev			3,511.83							2,905.21			606.62		
Adult Services															
Exp	5,500.00	0.00%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Rev	8,839.00	314.84%	27,829.10	2,165.03	523.12	-114.13	163.12	23.12	613.12	10,103.24	1,113.12	613.12	590.00	12,036.24	
Tax															
Dev. Disability															
Exp	77,429.00	63.62%	49,261.95	4,411.87	5,845.33	4,620.24	5,123.88	4,474.08	4,757.76	4,414.80	3,171.67	4,734.00	3,909.24	3,799.08	
Rev	57,015.00	64.27%	36,642.00	0.00	9,176.00	0.00	0.00	10,355.00	0.00	0.00	8,952.00	0.00	0.00	8,159.00	
Tax	20,054.35	86.51%	17,349.32	376.05					9,886.60					7,086.67	
State Shared Rev			956.00							790.86			165.14		

Mental Health															
Exp	1,225,163.00	114.08%	1,397,671.81	132,192.61	109,156.01	142,841.86	113,454.63	126,507.93	134,020.56	106,376.64	135,402.79	135,877.60	125,384.82	136,456.36	
Rev	797,301.00	93.48%	745,352.27	32,971.07	34,781.02	94,880.65	26,541.27	80,520.00	87,113.34	57,682.43	230,877.50	75,482.58	-11,725.08	36,227.49	
Tax	421,550.57	86.35%	364,008.01	7,222.92					207,820.40					148,964.69	
State Shared Rev			20,095.46							16,624.25			3,471.21		
Chemical Dependency															
Exp	46,000.00	62.37%	28,691.59	-17.19	2,460.62	8,840.08	2,747.21	0.00	4,678.78	1,020.00	185.77	4,028.89	4,224.21	523.22	
Rev	20,000.00	43.91%	8,782.09	583.88	1,915.57	1,449.48	0.00	1,931.31	229.95	0.00	638.04	2,033.86	0.00	0.00	
Tax	25,579.53	88.59%	22,660.65	1,011.07					12,610.46					9,039.12	
State Shared Rev			1,219.38							1,008.75			210.63		
Child Services															
Exp	560,639.00	119.61%	670,572.22	59,596.08	57,996.44	68,037.79	42,849.03	60,045.98	66,121.84	63,055.67	74,713.94	70,747.75	46,252.58	61,155.12	
Rev	276,235.00	142.10%	392,519.13	14,355.49	55,512.00	16,604.05	15,368.29	98,527.24	8,027.70	91,087.16	36,897.66	7,001.19	2,933.99	46,204.36	
Tax	280,146.96	85.78%	240,320.34	3,214.13					138,109.77					98,996.44	
State Shared Rev			13,354.70							11,047.86			2,306.84		
Social Services															
Exp	1,390,604.00	94.93%	1,320,156.96	100,568.86	94,259.80	101,854.12	98,074.90	111,084.24	184,768.19	119,044.43	120,569.86	129,194.77	128,995.72	131,742.07	
Rev	1,267,977.00	92.57%	1,173,738.35	49,067.73	131,825.55	59,573.60	60,200.71	124,119.15	58,257.56	291,186.49	147,030.00	60,267.44	54,201.74	138,008.38	
Tax	120,735.36	86.92%	104,946.05	2,760.03					59,521.38					42,664.64	
State Shared Rev			5,755.49							4,761.31			994.18		
Income Main. Admin															
Exp	96,111.00	86.93%	83,552.68	7,188.53	7,370.08	7,156.32	7,156.31	7,279.74	10,304.99	7,259.48	7,427.16	7,550.49	7,432.41	7,427.17	
Rev	46,300.00	89.80%	41,579.52	1,095.72	8,009.23	1,095.72	1,109.30	8,459.33	1,109.30	1,134.12	9,181.38	1,134.12	1,110.43	8,140.87	
Tax	49,112.68	86.12%	42,298.01	730.81					24,212.09					17,355.11	
State Shared Rev			2,341.22							1,936.82			404.40		
Social Services Admin.															
Exp	264,091.00	87.30%	230,554.81	19,869.02	20,070.97	20,176.38	22,698.46	20,153.58	27,967.14	20,186.63	19,959.16	20,703.12	19,965.11	18,805.24	
Rev	65,000.00	91.48%	59,465.00	0.00	16,443.00	0.00	0.00	13,603.00	0.00	0.00	16,558.00	0.00	0.00	12,861.00	
Tax	196,041.48	86.10%	168,799.50	2,877.11					96,646.58					69,275.81	
State Shared Rev			9,345.36							7,731.08			1,614.28		
FS Admin															
Exp	760,823.00	89.52%	681,065.10	61,454.46	62,182.25	53,546.23	56,132.13	59,155.32	87,116.18	59,747.84	55,759.96	54,070.87	55,573.56	76,326.30	
Rev	136,263.00	90.56%	123,403.62	3,672.72	24,161.03	3,672.72	3,730.98	24,520.08	3,730.98	3,862.98	25,824.79	3,862.98	4,046.59	22,317.77	
Tax	437,921.47	86.74%	379,843.31	9,202.48					215,891.10					154,749.73	
State Shared Rev			21,550.64						371.33	17,269.85	303.45		3,606.01		
Agency Totals															
Exp	6,389,859.00	93.95%	6,003,006.17	498,479.24	495,520.07	571,091.51	488,351.12	517,803.56	716,685.49	495,802.03	562,908.14	568,035.31	517,099.71	571,229.99	0.00
Rev	4,343,497.00	88.85%	3,859,203.48	175,026.40	465,981.29	244,437.40	153,514.66	587,688.71	155,959.52	622,333.31	683,506.29	198,309.35	89,630.49	482,816.06	0.00
Tax	2,046,362.00	86.37%	1,767,442.50	35,476.02	0.00	0.00	0.00	0.00	1,008,836.91	0.00	0.00	0.00		723,129.57	0.00
State Shared Rev			98,225.53	0.00	0.00	0.00	0.00	0.00	371.33	80,700.23	303.45	0.00	16,850.52		0.00
Total Revenue	6,389,859.00	89.59%	5,724,871.51	210,502.42	465,981.29	244,437.40	153,514.66	587,688.71	1,165,167.76	703,033.54	683,809.74	198,309.35	106,481.01	1,205,945.63	0.00

Board Approval Report

SSIS pymt. batch #: 173742021

Paid Cnty Vendor				Total Payments	Total Amount
ASL Interpreting Services, Inc., 000001023				3	414.00
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	3	414.00		
Card Services, 000011484				1	129.97
Svc Description	Svc Code	Payments	Amount		
Community Support Services	434	1	129.97		
Central Minnesota Jobs & Training, 000015800				2	10,173.10
Svc Description	Svc Code	Payments	Amount		
Statewide MFIP Employment Services	237	2	10,173.10		
Central Mn Mental Health Center, 000011298				2	678.00
Svc Description	Svc Code	Payments	Amount		
Detoxification	371	2	678.00		
DHS, 000011849				1	99.00
Svc Description	Svc Code	Payments	Amount		
Other Child Care	214	1	99.00		
Ignaszewski/Karissa, 000012959				2	11,163.00
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	2	11,163.00		
Jessica Stokes Inc., 000016761				2	10,967.50
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	2	10,967.50		
Kanabec County AT ACH_VISA, 000001318				5	3,830.43
Svc Description	Svc Code	Payments	Amount		
Housing Services	144	2	1,203.39		
Transportation	116	3	2,627.04		
Kanabec County Auditor-Treas, 000013260				1	72.19
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	1	72.19		
Kanabec County Community Health, 000013263				1	9,863.53
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	1	9,863.53		
Minnesota Depart Of Public Safety, 000001566				1	680.00
Svc Description	Svc Code	Payments	Amount		
Transportation	116	1	680.00		
Mission 61 Inc, 000014673				1	1,200.00
Svc Description	Svc Code	Payments	Amount		
Housing Services	144	1	1,200.00		
Nexus-Gerard Family Healing , LLC, 000012394				2	13,394.35
Svc Description	Svc Code	Payments	Amount		
Children's Residential Treatment	483	2	13,394.35		
Nexus-Mille Lacs Family Healing, 000014598				1	15,738.00
Svc Description	Svc Code	Payments	Amount		
Children's Residential Treatment	483	1	15,738.00		
North Homes Inc., 000015171				2	8,704.74
Svc Description	Svc Code	Payments	Amount		
Health-Related Services	118	2	8,704.74		

Board Approval Report

Paid Cnty Vendor				Total Payments	Total Amount
NORTHWOOD CHILDREN'S HOME, 000015202				1	7,988.04
Svc Description	Svc Code	Payments	Amount		
Children's Residential Treatment	483	1	7,988.04		
Options Residential, 000015334				1	1,462.50
Svc Description	Svc Code	Payments	Amount		
Child Family Foster Care	181	1	1,462.50		
PHASE, Inc., 000015579				2	1,375.92
Svc Description	Svc Code	Payments	Amount		
Day Training and Habilitation	566	1	926.64		
Transportation	516	1	449.28		
Prairie Lake Youth Programs, 000015767				5	30,943.26
Svc Description	Svc Code	Payments	Amount		
Correctional Facilities	185	3	30,800.00		
Health-Related Services	118	2	143.26		
Premier Biotech Inc, 000015777				1	353.92
Svc Description	Svc Code	Payments	Amount		
Health-Related Services	118	1	353.92		
Premier Biotech Labs, LLC, 000015779				1	931.90
Svc Description	Svc Code	Payments	Amount		
Health-Related Services	118	1	931.90		
Procentive.com LLC, 000010757				1	420.98
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	1	420.98		
Residential Services of NE MN Inc., 000016246				2	1,412.10
Svc Description	Svc Code	Payments	Amount		
Children's Group Residential Care	183	1	854.10		
Semi-Independent Living Services (SILS)	534	1	558.00		
Richardson MD/Paul T, 000016136				2	4,445.00
Svc Description	Svc Code	Payments	Amount		
Adult Outpatient Psychotherapy	452	2	4,445.00		
Transmissions Plus, 000017888				1	400.56
Svc Description	Svc Code	Payments	Amount		
Transportation	116	1	400.56		
Volunteers Of America of MN, 000017460				3	1,746.00
Svc Description	Svc Code	Payments	Amount		
Semi-Independent Living Services (SILS)	534	3	1,746.00		
Wurzl/Rob, 000017706				1	2,200.00
Svc Description	Svc Code	Payments	Amount		
Housing Services	144	1	2,200.00		
Report Totals:				48	140,787.99

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

December 2023 BOARD REPORT			
Vendor Name	Amount		
Chelsey Bottleson	\$ 159.17		
Tim Dahlberg	\$ 131.52		
DHS	\$ 75.00		
DHS	\$ 25.00		
Jessica Gravich	\$ 115.87		
Katie Heacock	\$ 6.55		
Leah Hjort	\$ 58.62		
Linda Hosley	\$ 402.83		
Innovative Office Solutions, LLC	\$ 306.49		
Kanabec County Auditor/Treasurer	\$ 3,802.40		
Kanabec County Attorney	\$ 6,280.20		
Kanabec County Auditor/Treasurer	\$ 225.00		
Kanabec County Auditor/Treasurer	\$ 3,797.59		
Kanabec County Auditor/Treasurer	\$ 614.13		
Kanabec County Auditor Treasurer Car pool	\$ 369.65		
Kanabec County Auditor/Treasurer	\$ 4,856.02		
Kanabec County Community Health	\$ 3,125.00		
Kanabec County Recorder	\$ 13.00		
Kanabec County Sheriff's Dept	\$ 54.02		
Patricia Kruse	\$ 41.92		
Ivy Kukuk	\$ 124.19		
LexisNexis Risk Solutions FL Inc	\$ 240.00		
Danielle Linkert	\$ 48.47		
Alissa McDermeit	\$ 19.65		
Christianson Froehling	\$ 2,000.00		
Kelly Mitchell	\$ 291.48		
Mistea Roeschlein	\$ 173.31		
Seven County Process Servers	\$ 75.00		
Timber Trails	\$ 863.68		
Pam Vojvodich	\$ 186.68		
Jen Anderson	\$ 156.55		
Latasha Anderson	\$ 547.58		
Rhonda Bergstadt	\$ 284.27		
DNA Diagnostics Center Inc	\$ 81.00		
Makala Johnson	\$ 196.50		
Kurt Seidel	\$ 53.71		
Kristen Struss	\$ 72.71		
Cremation Society of Minnesota	\$ 2,000.00		
Kwik Trip	\$ 288.00		
Timber Trails	\$ 977.92		
Katie Vork	\$ 168.34		
Kari Lindstrom	\$ 517.42		
Kanabec County AT ACH Visa	\$ 202.54		
TOTAL IFS DOLLARS	\$34,028.98	43	Total IFS Vendors
TOTAL SSIS DOLLARS	\$140,787.99	40	Total SSIS Vendors
Total	\$174,816.97		
Cost Effective Health Insuarnce & Medicare Part B Reimbursements	\$14,956.35	53	Ins. Reimb.Vendors
MA Medical Mileage	\$2,204.33	12	Med Mileage Vendors
Grand Total	\$191,977.65		
		148	Total Vendors

**BOARD OF COMMISSIONERS OF KANABEC COUNTY, MINNESOTA
DRAINAGE AUTHORITY FOR THE REPAIR OF KANABEC COUNTY DITCH 2**

Contract Acceptance Hearing - Continued

9:45am Agenda

Repair to County Ditch 2

December 19, 2023

1. *Reconvene Public Hearing*
2. *Findings of Investigation of Landowner Concerns*
3. *Findings and Order Accepting Contract*
4. *Adjourn Public Hearing*



KANABEC COUNTY PUBLIC WORKS DEPARTMENT

Chad T. Gramentz, PE, Public Works Director

903 Forest Avenue East, Mora, MN 55051

320-679-6300

December 15, 2023

Kanabec County Drainage Authority
317 Maple Avenue East
Mora, MN 55051

Re: Findings of Investigation of Landowner Concerns

Dear Kanabec County Drainage Authority,

On November 21, 2023 the Drainage Authority held a final contract acceptance hearing for repair work on County Ditch No. 2 performed by Jacon, LLC. The Drainage Authority recessed the hearing prior to deciding on acceptance of the contract and directed County staff and Houston Engineering to investigate landowner concerns stated at the hearing. The findings of the concerns are as follows:

1. Stumps left too high - Daryl Erickson's property.

Investigation: County drainage inspector viewed the site on Monday, November 27 with Mr. Erickson. Mr. Erickson had stumps marked with lath that he thought were left higher than the specified height of 2 inches. Photos were taken for documentation.

Findings: At least 20 stumps were verified to be in excess of 2" high. The Stumps ranged from 6-12" in height. The location of these stumps is limited to the north side of Branch 1. This area of clearing was added to the contract by change order and performed at a later date than the initial clearing. The south side of Branch 1 appeared to be in compliance with the specifications. On December 13, 2023 Jacon LLC was on site and cut and sprayed approximately 40 stumps. This action should resolve the issue.





2. **Culvert backfill on Branch 1 Daryl Erickson's property.**

Investigation: The County drainage inspector viewed the culvert on Monday, November 27, 2023 with Mr. Erickson. The claims of severe rutting over the culvert could not be verified on site. Excavation would be required to determine backfill material around the culvert. The landowner spread some rock over the surface in question in efforts to repair the claimed rutting. The ends of the culvert were visible for inspection. Some photos were taken for documentation.

Findings: It is apparent that the landowner made a repair over the culvert. The conditions that may have warranted the repair could not be verified. The landowner does not have a photo of the culvert before repairs were made.





Construction photos from July 26, 2023 taken by Houston Engineering staff





3. Stumps in the Ditch – Kevin Belkholm

Investigation: No location information was provided by Mr. Belkholm. No inspection was done.

Finding: No finding.

4. Damaged tile outlets on Loren Barnick's property.

Investigation: The County drainage inspector viewed the tile outlets with Mr. Barnick on Monday, November 27th, 2023. Photos were taken for documentation.

Findings: Two tile outlets were found to be damaged. The damage included crushed/cut ends of metal pipe and damaged rodent guards. A third tile outlet could not be found where the landowner stated one should be. All other tile outlets on Mr. Barnick's property appear undamaged. There are conflicting accounts between the landowner and contractor as to whether or not these tiles were damaged during the project. No documentation was found that can accurately determine when these tiles were damaged.



Please advise if additional information is needed.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chad T. Gramentz". The signature is fluid and cursive, with the first name "Chad" and last name "Gramentz" clearly visible.

Chad T. Gramentz, PE
Public Works Director
Drainage Inspector

**STATE OF MINNESOTA
KANABEC COUNTY BOARD OF COMMISSIONERS
SEATED AS DRAINAGE AUTHORITY UNDER STATUTES CHAPTER 103E
FOR THE REPAIR OF KANABEC COUNTY DITCH 2**

The matter of the Petitioned Repair of
Kanabec County Ditch 2

**FINDINGS AND ORDER ACCEPTING
CONTRACT**

The Board of Commissioners of Kanabec County, sitting as Drainage Authority for the petitioned repair of Kanabec County Ditch (CD) 2, held a hearing on the acceptance of completion of the contract for the repair of CD 2 on December 19, 2023, at which hearing Commissioner _____ moved, seconded by Commissioner _____ for adoption of the following Findings and Order:

Findings:

1. The Kanabec County Board of Commissioners is the Drainage Authority for Kanabec County Ditch 2 pursuant to Minnesota Statutes, chapter 103E.
2. Upon petition by affected landowners and a duly adopted order of the Board, the Board directed the repair of CD 2.
3. Upon advertised bids, the Board awarded a contract for construction of the repair to JACON LLC.
4. Upon completion of construction of the repair, the Board's appointed engineer inspected the construction and prepared a report to the Board showing the contract price, the amount paid on certificates, the unpaid balance, and the work that is completed under the contract.
5. The engineer has concluded that the work was performed according to the plans and specifications for the repair, was performed within the right of way for which damages have been determined and paid for the construction and future maintenance of the system, and was performed by the contractor in a timely and workmanlike manner.
6. The engineer's opinion excludes any defects in construction not discovered during construction, latent defects and other matters covered by the contractor's warranty. The engineer's conclusion does not relieve the contractor of any contractual warranty obligations.
7. The engineer has concluded that all amounts under the contract, including change orders, if any, have been duly paid to the contractor and that any retainage should be released to the contractor as provided in the contract.
8. Upon receipt of the engineer's report, the Board set a time and location for a hearing on the report, gave notice of the hearing as required by statute and included an invitation in the notice that a party objecting to the acceptance of the contract may appear and be heard. All

record of the notice given for the contract acceptance hearing is on file with the Kanabec County Auditor-Treasurer.

9. The Board held a hearing on November 21, 2023 at approximately 11:00 a.m. at the Kanabec County Courthouse in Mora, Minnesota.
10. At the hearing, the Board took public comment on the project and completion of the contract. The following concerns were raised and the responses of the Kanabec County staff are italicized:
 - a. Stumps were left too high on Daryl Erickson's property. *County drainage inspector viewed the site on Monday, November 27 with Mr. Erickson. Mr. Erickson had stumps marked with lath that he thought were left higher than the specified height of 2 inches. At least 15 stumps were verified to be in excess of 2" high. The Stumps ranged from 6-12" in height. The location of these stumps is limited to the north side of Branch 1. This area of clearing was added to the contract by change order and performed at a later date than the initial clearing. The south side of Branch 1 appeared to be in compliance with the specifications. On December 13, 2023 Jacon LLC was on site and cut and sprayed approximately 40 stumps. This action should resolve the issue.*
 - b. There is allegedly culvert backfill on Branch 1 on Daryl Erickson's property. *The County drainage inspector viewed the culvert on Monday, November 27, 2023 with Mr. Erickson. The claims of severe rutting over the culvert could not be verified on site. Excavation would be required to determine backfill material around the culvert. The landowner spread some rock over the surface in question in efforts to repair the claimed rutting. The ends of the culvert were visible for inspection. It is apparent that the landowner made a repair over the culvert. The conditions that may have warranted the repair could not be verified. The landowner does not have a photo of the culvert before repairs were made.*
 - c. Landowner Kevin Belkhilm alleged stumps located in the ditch. *No location information was provided by Mr. Belkhilm. No inspection was done.*
 - d. Damaged tile outlets on Loren Barnick's property. *The County drainage inspector viewed the tile outlets with Mr. Barnick on Monday, November 27th, 2023. Two tile outlets were found to be damaged. The damage included crushed/cut ends of metal pipe and damaged rodent guards. A third tile outlet could not be found where the landowner stated one should be. All other tile outlets on Mr. Barnick's property appear undamaged. There are conflicting accounts between the landowner and contractor as to whether or not these tiles were damaged during the project. No documentation was found that can accurately determine when these tiles were damaged.*
11. The Drainage Authority instructed Kanabec County staff to investigate the allegations raised at the hearing. The staff's responses are italicized above. To give staff the opportunity to investigate, the Drainage Authority continued the hearing to December 19, 2023 at 9:45 a.m.
12. The Drainage Authority continued the hearing at 9:45 a.m. on December 19, 2023. The Drainage Authority heard from the Kanabec County staff and the drainage engineer.

13. No public comments were received to call into question whether the work has been substantially completed according to the plans or whether any damage was caused that has not been previously accounted and paid for.
14. Based on the proceedings and record herein, the Board determines that the contract has been completed in accordance with the plans and specifications and that all work has been performed within the right of way area contemplated and included in the proceedings for which damages have been paid.

Order:

- A. The contract herein is accepted as complete.
- B. Any retainage under the contract shall be released to the contractor upon proof of release of all liens of contractors or materialmen related to the project.
- C. Nothing in this order relieves the contractor of its warranty obligations under the construction contract.
- D. The Kanabec County Auditor is ordered to pay the balance due on the contract and the costs in the repair proceedings as provided by Statutes Chapter 103E.

After discussion, the Board Chair called the question. The question was on the adoption of the foregoing findings and order and there were __ yeas and __ nays as follows:

	<u>Yea</u>	<u>Nay</u>	<u>Absent</u>	<u>Abstain</u>
Ripka	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Holland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Caswell	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mattson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Roeschlein	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Upon vote, the Chair declared the Resolution Passed.

Rickey Mattson, Board Chair

Dated: November 21, 2023

* * * * *

I, Denise Snyder, Kanabec County Auditor-Treasurer, do hereby certify that I have compared the above resolution with the original thereof as the same appears of record and on file with the Drainage Authority and find the same to be a true and correct transcript thereof.

IN TESTIMONY WHEREOF, I hereunto set my hand this 21st day of November, 2023.

Denise Snyder, Auditor-Treasurer

10:45am Appointment - Item a.

December 19, 2023

REQUEST FOR BOARD ACTION

a. Subject: 2024 Non-Union Employee & Elected Official Wages

b. Origination: Coordinator's Department

c. Estimated time: 2 minutes

d. Presenter(s): HR Specialist Kim Christenson

e. Board action requested:

Approve the non-union and elected officials 2024 wage scale:

Resolution #__ – 12/19/23

ORDER OF THE BOARD

BE IT RESOLVED to approve the following wage scale for non-union employees and elected officials effective January 1, 2024:

2024 - 2.5% Increase								
Grade	A	B	C	D	E	F	G	Grade
1	\$ 13.76	\$ 14.27	\$ 14.79	\$ 15.31	\$ 15.83	\$ 16.34	\$ 16.86	1
2	\$ 14.58	\$ 15.13	\$ 15.68	\$ 16.23	\$ 16.78	\$ 17.32	\$ 17.87	2
3	\$ 15.46	\$ 16.04	\$ 16.62	\$ 17.20	\$ 17.78	\$ 18.36	\$ 18.94	3
4	\$ 16.39	\$ 17.00	\$ 17.62	\$ 18.23	\$ 18.84	\$ 19.46	\$ 20.08	4
5	\$ 17.37	\$ 18.02	\$ 18.67	\$ 19.32	\$ 19.98	\$ 20.63	\$ 21.28	5
6	\$ 18.41	\$ 19.11	\$ 19.79	\$ 20.49	\$ 21.18	\$ 21.86	\$ 22.56	6
7	\$ 19.52	\$ 20.25	\$ 20.98	\$ 21.71	\$ 22.44	\$ 23.18	\$ 23.91	7
8	\$ 20.68	\$ 21.46	\$ 22.24	\$ 23.02	\$ 23.79	\$ 24.57	\$ 25.35	8
9	\$ 21.93	\$ 22.75	\$ 23.58	\$ 24.40	\$ 25.22	\$ 26.04	\$ 26.87	9
10	\$ 23.24	\$ 24.12	\$ 24.99	\$ 25.86	\$ 26.73	\$ 27.61	\$ 28.48	10
11	\$ 24.88	\$ 25.80	\$ 26.74	\$ 27.68	\$ 28.60	\$ 29.54	\$ 30.47	11
12	\$ 26.61	\$ 27.61	\$ 28.61	\$ 29.61	\$ 30.60	\$ 31.61	\$ 32.60	12
13	\$ 28.48	\$ 29.55	\$ 30.61	\$ 31.68	\$ 32.75	\$ 33.81	\$ 34.89	13
14	\$ 30.48	\$ 31.62	\$ 32.76	\$ 33.89	\$ 35.04	\$ 36.18	\$ 37.32	14
15	\$ 32.91	\$ 34.15	\$ 35.38	\$ 36.61	\$ 37.85	\$ 39.08	\$ 40.32	15
16	\$ 35.54	\$ 36.88	\$ 38.20	\$ 39.54	\$ 40.88	\$ 42.20	\$ 43.54	16
17	\$ 38.39	\$ 39.83	\$ 41.26	\$ 42.70	\$ 44.14	\$ 45.58	\$ 47.02	17
18	\$ 41.46	\$ 43.01	\$ 44.57	\$ 46.12	\$ 47.68	\$ 49.23	\$ 50.78	18
19	\$ 44.77	\$ 46.45	\$ 48.13	\$ 49.81	\$ 51.49	\$ 53.17	\$ 54.85	19
20	\$ 48.35	\$ 49.92	\$ 51.73	\$ 53.53	\$ 55.34	\$ 57.14	\$ 58.94	20
21	\$ 52.22	\$ 54.18	\$ 56.14	\$ 58.10	\$ 60.05	\$ 62.02	\$ 63.97	21
22	\$ 56.41	\$ 58.52	\$ 60.63	\$ 62.75	\$ 64.86	\$ 66.98	\$ 69.09	22

f. Background:

Supporting Documents: None ☒

Attached:

Date Received in County Coordinator's Office:

N/A

Coordinator's Comments:

10:45am Appointment

Item b

December 19, 2023

REQUEST FOR BOARD ACTION

a. Subject: 2024 Homemaker Pay Scale	b. Origination: Coordinator's Office
c. Estimated time: 2 mins	d. Presenter(s): HR Specialist Kim Christenson
e. Board action requested:	

Resolution #__ – 12/19/23

WHEREAS the State of Minnesota's minimum wage has increased to \$10.85 per hour effective January 1, 2024, and

WHEREAS the starting wage for a Homemaker with Kanabec County is currently \$10.59, and

WHEREAS Kanabec County needs to be in compliance as of January 1, 2024, and

NOW, THEREFORE BE IT RESOLVED, that the new pay scale per the new minimum wage is adopted for the Homemaker position:

2023 Homemaker Pay Scale

A	B	C	D	E	F	G
\$10.85	\$11.18	\$11.51	\$11.86	\$12.21	\$12.58	\$12.96

f. Background:

Minimum wage is increasing from \$10.59 per hour to \$10.85 per hour effective Jan 1, 2024.

Previous pay scale:

2023 Homemaker Pay Scale

A	B	C	D	E	F	G
\$10.59	\$10.91	\$11.23	\$11.57	\$11.92	\$12.28	\$12.65

Supporting Documents: None: ☒ **Attached:**

Date Received in County Coordinator's Office:

Coordinators Comments:

10:45am Appointment

Item c.

December 19, 2023

REQUEST FOR BOARD ACTION

a. Subject: Commissioners Wage Order	b. Originating Dept: Coordinator's Department
c. Estimated time: 2 Minutes	d. Presenter(s): HR Specialist Kim Christenson

e. Board action requested:

Resolution #__ – 12/19/23

Resolution to set Commissioner Wage for 2024

WHEREAS, Minnesota Statute 375.055 requires that the County Commissioners' compensation be set by resolution in the year preceding the action;

BE IT HEREBY RESOLVED to set the annual wage for the year 2024 for Kanabec County Commissioners set at \$24,388 annually.

f. Background:

Previous Wages:

	Hourly	Annual
2023 rate	\$13.40	\$24,388
2022 rate	\$13.01	\$23,678
2021 rate	\$12.69	\$23,095
2020 rate	\$12.69	\$23,095
2019 rate	\$12.47	\$22,695
2018 rate	\$12.47	\$22,695
2017 rate	\$12.05	\$22,027
2016 rate	\$11.59	\$21,107
2015 rate	\$11.21	\$20,492
2014 rate	\$11.21	\$20,492
2013 rate	\$11.05	\$20,199

Supporting Documents: None ☒ Attached:

Date Received in County Coordinator's Office: N/A

Coordinators Comments:

10:45am Appointment

Item d.

December 19, 2023

REQUEST FOR BOARD ACTION

a. Subject: 2024 Per Diems	b. Origination: Board of Commissioners
c. Estimated time: 5 minutes	d. Presenter(s): County Coordinator Kris McNally

e. Board action requested:

Approve the following resolution:

Resolution #____-12/19/23 **Resolution to Set 2024 Per Diems**

WHEREAS, Kanabec County is represented on numerous boards and committees by Commissioners and Board appointees; and

WHEREAS, some of the boards and committees pay per diems, while others do not; and

WHEREAS, the Kanabec County Board of Commissioners annually sets the per diem amount paid for appointee attendance at Kanabec County's Planning Commission, Board of Adjustment, and Extension Committee; and

WHEREAS, Kanabec County's Economic Development Authority's bylaws set its per diem amount at \$25 per meeting; and

WHEREAS, external boards and committees determine their own per diem amounts including, but not limited to, City of Mora Economic Development Authority, East Central Solid Waste Commission, Emergency Medical Services Board, and South Country Health Alliance;

THEREFORE BE IT RESOLVED the Kanabec County Board of Commissioners hereby sets the 2024 per diem amounts for the Kanabec County Planning Commission, Board of Adjustment and Extension Committee at \$75 per attended meeting;

BE IT FURTHER RESOLVED that pursuant to Kanabec County Board Resolution #49-1/5/21, Kanabec County Commissioners may personally accept per diems paid by boards and committees that pay per diems;

BE IT FUTHER RESOLVED that Kanabec County Commissioners are limited to acceptance of one per diem per day.

f. Background:

Supporting Documents: None: ☒ **Attached:**

Date received in County Coordinators Office:

Coordinators Comments:

10:55am Appointment

December 19, 2023

REQUEST FOR BOARD ACTION

a. Subject: Request for Additional Regular Bill Check-Run the last week in December	b. Origination: Auditor/Treasurers Office
c. Estimated time: 5 minutes	d. Presenter(s): Denise Snyder, Auditor/Treasurer

e. Board action requested:

Request for Authorization for an Additional Regular Bill Check-Run the last week in December

f. Background:

Supporting Documents: None ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

11:00am Appointment

December 19, 2023

REQUEST FOR BOARD ACTION

a. Subject: Informal request to purchase TF parcel # 12.03355.00	b. Origination: County Auditor's Office
c. Estimated time: 10 minutes	d. Presenter(s): Tim Jacobs – Deputy Auditor Property/Tax

e. Board action requested:

Approval request for the re-purchase of tax forfeit parcel 12.03355.00, located in Peace Township at 2322 280th Ave Brook Park MN, previously owned by Gerald J Knabe. LOT 5 BLOCK 1 OF BLACKBERRY ACRES

f. Background:

The subject property went through the expiration of redemption process starting in May of 2023 and ultimately went into tax forfeiture on 8/15/23. The owner at the time of forfeiture (Gerald Knabe) is requesting to repurchase said property under the homestead one year right to redeem. Application to repurchase has been filled out and returned to the auditor's office.

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

12/13/23

Coordinators Comments:

To the Honorable Board of County Commissioners of Kanabec County, Minnesota

I, the undersigned owner/mortgagee/heir/representative of heirs:

Gerald J. KNABE

At the time of forfeiture, of the parcel of land situated in the County of Kanabec, State of Minnesota, described as follows, to-wit:

PID# 12.03355.00 Lot 5 B1K1 Blackberry Acres
Sec 27 Twp 41 R16 23

Do hereby make application for the purchase of said parcel of land from the State of Minnesota, in accordance with the provisions of Minnesota Statutes 1945, Sec 282.241, as amended.

In support of this application for the repurchase of said land I make the following statement:

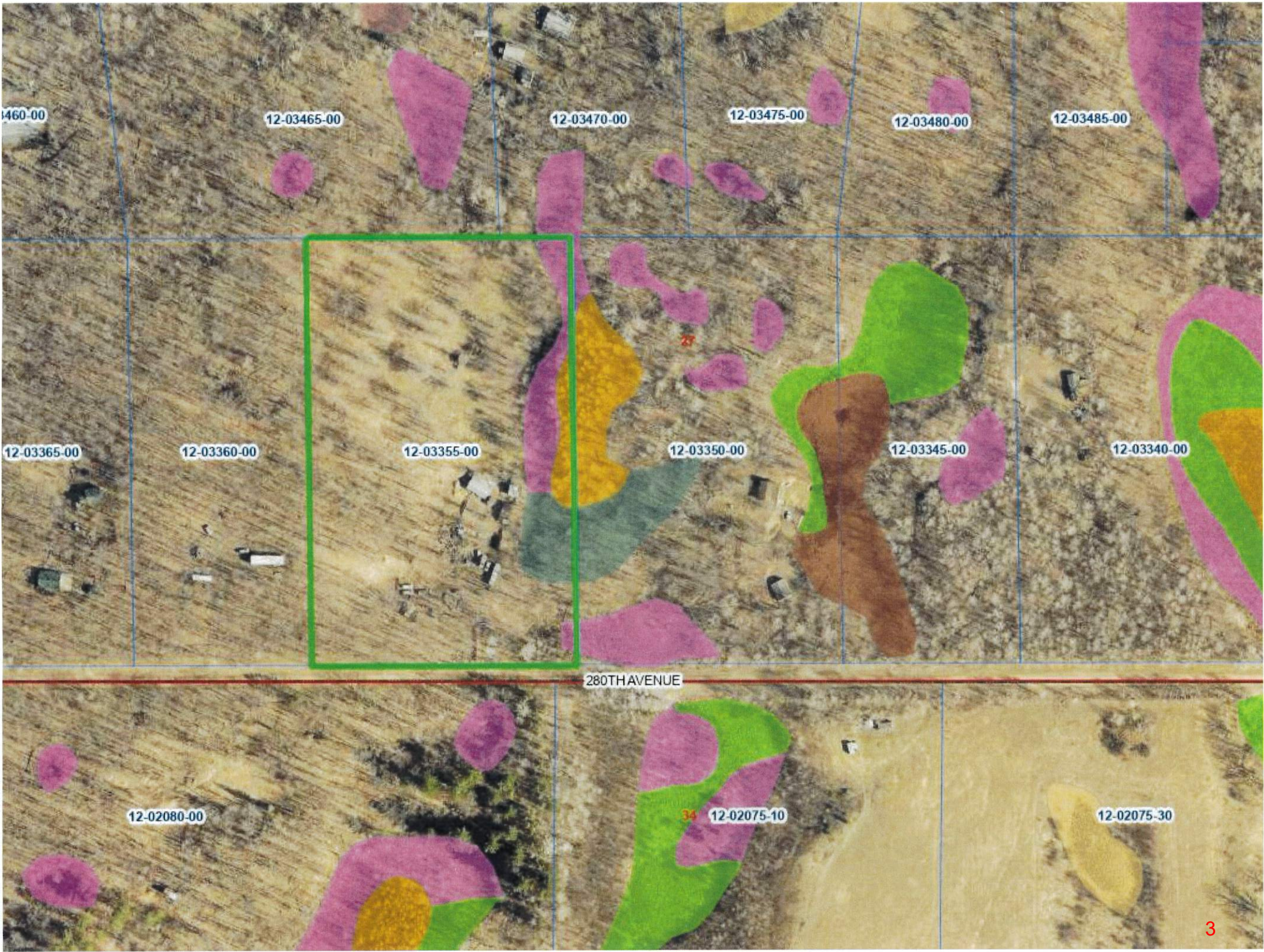
- (a) That hardship and injustice has resulted because of the forfeiture of said land, for the following reasons, to-wit:

House Fire and had my
Insurance has Expired and Didn't
Know it at the Time the Fire
was a Total Loss in clearing up the property

- (b) That the repurchase of said land by me will promote and best serve the public interest because:

With Repurchase it will put
property Back on Tax Role
and I will be able to clear
claim up the property

Owner/Mortgagee/Heir/Representative of Heir



Agenda Item #1

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of the County Coordinator

UNAPPROVED MINUTES

December 7, 2023

The Kanabec County Board of Commissioners met at 5:00pm on Thursday, December 7, 2023 pursuant to adjournment with the following Board Members present in person: Rick Mattson, Tom Roeschlein, Wendy Caswell, Alison Holland and Peter Ripka. Others Present: Board Clerk Kris McNally and Recording Secretary Kelsey Schiferli.

The meeting was held in the County Board Room and via WebEx for anyone wishing to attend virtually.

The Chairperson called the meeting to order at 5:00pm and led the assembly in the Pledge of Allegiance.

Action #1 – It was moved by Wendy Caswell, seconded by Peter Ripka and carried unanimously to approve the agenda with the following changes: Add revised Agenda Item #7 - Consider approval of Earned Sick and Safe Time Policy (ESST). Add 6:30pm Appointment, Late Entry, Item C - Operation Round-Up Grant Application.

Action #2 – It was moved by Peter Ripka, seconded by Peter Ripka and carried unanimously to approve the November 21, 2023 minutes as presented.

Action #3 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following paid claims:

<u>Vendor</u>	<u>Amount</u>
Althoff, Robert	100.00
City of Mora	14,733.50
Dearborn National Life Insurance Co	534.04
East Central Energy	228.09
Health Partners	7,247.04
Kanabec County AT ACH_VISA	210.86
Life Insurance Company of North America	621.56
Marco	3,335.71
The Hartford Priority Accounts	6,580.75
Udstuen, Gary	500.00
VC3, Inc.	7,896.00

Verizon Wireless Aircards	1,565.36
VSP Insurance Co	577.12
13 Claims Totaling:	<u>\$ 44,030.03</u>

5:02pm – The Chairperson called for public comment three times. Nobody responded.

5:04pm – The Chairperson closed public comment.

Action #4 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following claims on the Revenue Fund:

Vendor	Amount
Aspen Mills	103.31
Aspen Mills	1,755.78
Aspen Mills	94.69
Auto Value	19.98
Auto Value	1,487.68
Baycom	8,133.00
Bluum	72,210.72
C & D Auto	125.00
Crider, Grant	68.69
DM Stamps & Specialties	449.66
Ernest, Jennifer	75.00
Feine, Jeffrey	38.44
Feine, Jeffrey	118.05
Gertken, Adam	105.00
Hoefert, Robert	1,100.40
Holcomb, Lisa	75.00
Kanabec County Highway Department	174.67
Kanabec Soil & Water Cons.	2,281.41
Kanabec Soil & Water Cons.	13,028.11
Kanabec Soil & Water Cons.	340.67
Kanabec Soil & Water Cons.	3,197.05
Made of Mora, PD's	47.95
Marco	477.00
Mattson, Jean	75.00
McFadden, Barbara	75.00
McIalwain, Shanna	136.10
MNCCC	388.00
MNCCC	3,763.60
MNCCC	116.40
MNCCC	77.60

MNCCC	77.60
MNCCC	77.60
MNCCC	77.60
MNCCC	77.60
MNCCC	77.60
Motorola Solutions	6,645.00
Oak Gallery	15.51
Oak Gallery	21.87
Office Depot	179.33
Office Depot	37.75
Office Depot	22.39
O'Reilly Auto Parts	50.60
Ramsey County	2,154.00
Ripka, Peter	37.20
Ripka, Peter	75.00
Ripka, Peter	38.00
Ripka, Peter	76.65
Ripka, Peter	70.09
Ripka, Peter	57.00
Ripka, Peter	19.00
Ripka, Peter	38.00
Ripka, Peter	80.58
Salmela, Terry	88.10
Schiferli, Kelsey	75.00
SHRM	244.00
Stellar Services	57.55
Stellar Services	74.74
Summit Food Service Management	3,968.07
Summit Food Service Management	4,010.81
SwipeClock LLC	332.00
Thomsen, Brandon	34.99
Van Alst, Lillian	1,061.10

62 Claims Totaling: \$ 130,091.29

Action #5 – Peter Ripka introduced a motion to approve the following claims on the Road & Bridge Fund:

<u>Vendor</u>	<u>Amount</u>
Auto Value	3,743.30
Bjorklund Companies	2,082.99
Central McGowan	162.06
CPF	542.55
Cragun's Resort & Hotel	712.36

Kanabec County Highway Dept	65.90
Koch's Hardware Hank	185.67
Kris Engineering	33,188.43
MCEA	225.00
MN Dept of Transportation	1,124.43
Northern States Supply	320.99
Northpost	656.00
Novus Glass	200.00
ODP Business Solutions	185.50
Oslin Lumber	49.96
Roeschlein Farms	1,400.00
Tomlinson, Timothy	100.01
USIC Locating	150.00
Welia Health	20.00
White Cap	203.04
Ziegler	1,255.87

21 Claims Totaling: \$ 46,574.06

The motion was duly seconded by Wendy Caswell and upon a vote being taken thereon, the following voted:

IN FAVOR THEREOF: Rick Mattson, Wendy Caswell, Alison Holland, Peter Ripka

OPPOSED: None

ABSTAIN: Tom Roeschlein

Whereupon the motion passed.

Peter Ripka led a discussion regarding the consideration of the request from Pine and Aitkin counties to terminate their membership in the Snake River Watershed Management Board and to be paid out their respective proportional shares of the SRWMB's assets within 30 days.

Action #6 – Tom Roeschlein introduced a motion to direct the Kanabec's SRWMB's representative to vote to retain the Snake River Watershed Management Board's funds at this time and to re-evaluate within 12 months.

Discussion was held to clarify the Board's intention to safeguard the existing entity and its assets while providing the new Snake River Watershed Partnership entity an opportunity to demonstrate its functionality prior to further discussion of SRWMB dissolution and payouts.

The motion was duly seconded by Peter Ripka and upon a roll call vote being taken thereon, the following voted:

Peter Ripka – In favor
Alison Holland – In favor

Wendy Caswell – In favor
Tom Roeschlein – In favor

Rick Mattson – In favor

Whereupon the motion passed.

Wendy Caswell led a discussion regarding membership with South Country Health Alliance. Information only, no action was taken.

Action #7 – It was moved by Wendy Caswell, seconded by Alison Holland and carried unanimously to recess the Board Meeting at 5:21pm to a time immediately following the Community Health Board.

The Kanabec County Community Health Board met at 5:21pm on Thursday, December 7, 2023 pursuant to adjournment with the following Board Members present: Rick Mattson, Tom Roeschlein, Wendy Caswell, Alison Holland and Peter Ripka. Community Health Director Kathy Burski presented the Community Health Board Agenda.

Community Health Director Kathy Burski gave the Director's Report.

Action #CH8 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #CH8 – 12/7/23
RN/PHN WIC Coordinator Retirement/Replacement

WHEREAS, the PHN/WIC Coordinator has given notice of her retirement in February, 2024 and this person is employed at 32 hours per week, and

WHEREAS, there is the possibility of a qualified internal candidate that is employed at 40 hours per week and is interested in moving into that position, and

WHEREAS, the majority of the hours within these positions are grant funded and/or reimbursable thru insurance, and

WHEREAS, job duties can be assigned in a variety of ways to ensure coverage of all program needs and adequate funding, and

THEREFORE BE IT RESOLVED, the Kanabec County Community Health Board approves the Community Health Director and HR Director to advertise, interview and select the candidates that best meet the needs of the Agency with flexibility to hire for up to 40 hours per week and to backfill any positions that may be vacated by internal movement within positions.

Action #CH9 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #CH9 – 12/7/23
KCCH Opioid Settlement Grant Funds Request Resolution

WHEREAS, Kanabec County has Opioid Settlement grant funds available for community members to request, and

WHEREAS, Kanabec County Community Health has two areas, the Better Together Coalition and youth engagement in prevention work, which meet the criteria for the grant request, and

WHEREAS, the Community Health Director is seeking permission to apply for said funding and to accept the funds upon award.

THEREFORE, BE IT RESOLVED that the Kanabec County Community Health Board approves the Community Health Director to apply for the Opioid Settlement grant funds and to accept said funds upon award.

Action #CH10 – It was moved by Peter Ripka, seconded by Tom Roeschlein and carried unanimously to approve the following resolution:

Resolution #CH10 – 12/7/23
Transit Operations Facility Lease Resolution 2024-2025

WHEREAS, Kanabec County has contracted with the State of Minnesota to provide public transportation in Kanabec County, and

WHEREAS, Kanabec County has a strong commitment to transit and the community; and the community supports and needs transit, and

WHEREAS, the Transit Department needs adequate space to conduct operations and to house vehicles, and

WHEREAS, a market study has been completed to determine a fair market value for a transit facility lease;

THEREFORE BE IT RESOLVED that Kanabec County agrees to utilize the county owned facilities for transit operations.

BE IT FURTHER RESOLVED that Kanabec County agrees to provide these facilities at a cost of \$26,400 for each of the years 2024 and 2025.

BE IT FURTHER RESOLVED that the Kanabec County Board of Commissioners authorizes the Kanabec County Community Health Director or the Transit Director to execute the aforementioned financial transactions.

Action #CH11 – It was moved by Wendy Caswell, seconded by Tom Roeschlein and carried unanimously to approve the payment of 71 claims totaling \$24,976.59 on Community Health Funds.

Action #CH12 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to adjourn Community Health Board at 5:39pm.

The Board of Commissioners reconvened.

Action #13 – It was moved by Peter Ripka, seconded by Wendy Caswell and carried unanimously to recess the regular meeting at 5:39pm to a time immediately following a Public Hearing to solicit public input and testimony on the Kanabec County Sheriff's Office Proposed Purchase and Use of a Drone (Unmanned Aerial System "UAS").

A notice of public hearing was published in the Kanabec County Times on November 23, 2023. County Sheriff Brian Smith read the following public notice aloud:

**Notice of Public Hearing
Kanabec County Board of Commissioners**

Notice is hereby given that the Kanabec County Board of Commissioners will hold a public hearing on Thursday, December 7, 2023 at 5:40pm in the Board Room of the County Courthouse, 317 Maple Avenue East, Mora, MN to seek public input on the Kanabec County Sheriff's Office proposed Drone (Unmanned Aerial System "UAS") Program. This public hearing will be held during a regular Board of Commissioners Meeting.

Comments may also be submitted in writing prior to the meeting at:

Kanabec County Board of Commissioners
c/o County Coordinator's Office
317 Maple Ave E Suite 181
Mora, MN 55051
Or via email at coordinator@co.kanabec.mn.us

For further information, contact the office of the Kanabec County Coordinator at 679-6440.

The Board held a discussion regarding positive feedback received by community members regarding the proposed purchase and use of a drone. Two members of the public in attendance, Jeff Schafer & Joe Royer, expressed support for the program.

Tom Roeschlein inquired about the potential use of a Sheriff's Office drone by the highway department for bridge and ditch inspections, etc. Sheriff Smith agreed to look into collaboration opportunities. Information only, no action was taken.

The Chairperson called for public comment online three times. No one responded.

Action #14 – It was moved by Tom Roeschlein, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #14 - 12/7/23

Resolution in Support of a Kanabec County Sheriff's Office Drone (UAS) Program

WHEREAS, the Kanabec County Sheriff's Office has met the statutory requirements of Minnesota Statute 626.19 by attaining public input through a public hearing, as well as having drone (UAS) policies, procedures, and reporting forms in place; and

WHEREAS, the Kanabec County Sheriff's Office has funding available for its Drone (UAS) Program including hardware, software, training, and insurance expenses;

THEREFORE BE IT RESOLVED, the Kanabec County Board of Commissioners hereby issues a formal statement of support for the Kanabec County Sheriff's Office's Drone (UAS) Program for the enhancement of local public safety resources.

Action #15 – It was moved by Tom Roeschlein, seconded by Alison Holland and carried unanimously to close the public hearing regarding the Kanabec County Sheriff's Office Drone (UAS) Program at 5:50pm.

The Board of Commissioners reconvened.

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

Action #16 - It was moved by Tom Roeschlein, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #16 - 12/7/23

Resolution to Approve the Renewal of East Central Drug and Violent Offenders Task Force Joint Powers Agreement

WHEREAS, Kanabec County is a member of the East Central Drug and Violent Offenders Task Force through a joint powers agreement; and

WHEREAS, said joint powers agreement is due for renewal; and

WHEREAS, the Kanabec County Sheriff is in support of continuing membership in the East Central Drug and Violent Offenders Task Force;

THEREFORE BE IT RESOLVED, the Kanabec County Board of Commissioners hereby approves the renewal of the East Central Drug and Violent Offenders Task Force Joint Powers Agreement effective January 1, 2024.

BE IT FURTHER RESOLVED, Kanabec County’s Board Chair, Board Clerk, County Attorney, and County Sheriff are authorized to sign said joint powers agreement.

The Board reviewed the Sheriff’s Office Quarterly Report. Information only, no action was taken.

Action #17 – It was moved by Tom Roeschlein, seconded by Alison Holland and carried unanimously to approve the following resolution:

Resolution #17 - 12/7/23

East Central Energy Operation Round-Up Grant Funds Request Resolution

WHEREAS, East Central Energy’s Operation Round-Up has grant funds available for various community needs, and

WHEREAS, Kanabec County Sheriff’s Office is in process of developing a drone program to enhance public safety response resources, and

WHEREAS, the Chief Deputy is seeking permission to apply for said funding and to accept the funds upon award;

THEREFORE, BE IT RESOLVED that the Kanabec County Board of Commissioners authorizes the Chief Deputy to apply for the Operation Round Up grant funds and to accept said funds upon award.

Action #18 – It was moved by Peter Ripka, seconded by Alison Holland and carried unanimously to recess the meeting at 5:58pm to a time immediately following the Truth in Taxation Public Hearing.

County Coordinator Kris McNally read the following public notice aloud:

Notice of Public Hearing Kanabec County Board of Commissioners

Notice is hereby given that the Kanabec County Board of Commissioners will hold the Truth in Taxation public hearing on Thursday, December 7, 2023 at 6:00pm in the Board Room of the County Courthouse, 317 Maple Avenue East, Mora, MN to seek public input on Kanabec County’s proposed 2024 budget and levy. This public hearing will be held during a regular Board of Commissioners Meeting.

Comments may also be submitted in writing prior to the meeting at:

Kanabec County Board of Commissioners
c/o County Coordinator’s Office
317 Maple Ave E Suite 181
Mora, MN 55051

or via email at coordinator@co.kanabec.mn.us

For further information, contact the office of the Kanabec County Coordinator at 679-6440.

County Coordinator Kris McNally gave a presentation including the process of determining the budget and setting the levy, revenues, expenses, trends and the current, proposed 2024 Budget and the 2024 Levy.

6:11pm – The Chairperson called for public comment for those in attendance. Those that responded included:

Joe Royer	Question regarding the process of property evaluation.
Blake Kirby	Questions regarding the cause for a large increase in property taxes.

The Chairperson called for public comment online three times. No one responded.

6:20pm – The Chairperson closed public comment.

6:20pm - The Board took a five-minute break.

Action #19 – It was moved by Peter Ripka, seconded by Tom Roeschlein and carried unanimously to adjourn the Truth in Taxation Public Hearing at 6:25pm.

The Board of Commissioners reconvened.

Public Works Director Chad Gramentz met with the Board to discuss matters concerning his department.

Action #20 – It was moved by Tom Roeschlein, seconded by Alison Holland and carried unanimously to approve the following resolution:

Resolution #20 – 12/7/23
Br. 33530 on CSAH 19 over Snake River
Beam Bearing Repair

WHEREAS, a bridge safety inspection of Br. 33530 on CSAH 19 over the Snake River found a beam bearing connection in need of repair, and

WHEREAS, Redstone Construction, LLC has provided a jacking plan and quote of \$5,000 for the repair, and

WHEREAS, said quote was presented before the Board;

THEREFORE BE IT RESOLVED to accept the quote of \$5,000 by Redstone Construction, LLC for the beam bearing repair on Br. 33530.

Action #21 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #21 – 12/7/23

Br. 33514 on CSAH 12 over Groundhouse River Structural Analysis and Load Rating for Piling Repair

WHEREAS, a bridge safety inspection of Br. 33514 on CSAH 12 over the Groundhouse River identified steel pilings in need of repair, and

WHEREAS, a structural analysis and load rating is necessary to identify the proper repair, and

WHEREAS, LHB, Inc. has provided a quote of \$5,484.10 for analysis, load rating, and repair recommendation for Br. 33514;

THEREFORE BE IT RESOLVED to accept the quote of \$5,484.10 by LHB, Inc. for analysis, load rating, and repair recommendation for Br. 33514

Public Works Director Chad Gramentz gave an update and led a discussion regarding the MnDOT corridor study and encouraged the Commissioners to consider write letters of support for four-lane-ready improvements. Information only, no action was taken.

County Auditor/Treasurer Denise Snyder met with the Board to discuss matters concerning her department.

Action #22 – It was moved by Wendy Caswell, seconded by Alison Holland and carried unanimously to approve the following resolution:

Resolution #22 -12/7/23

WHEREAS, Kanabec County is currently with MCIS as the hosting provider for the TAX, CAMA and Payroll systems, which we began January 2023; and

WHEREAS, hosting the TAX, CAMA, and Payroll systems with MCIS is a cost savings to the County;

THEREFORE BE IT RESOLVED, that the County Board hereby approves the MCIS Hosting Agreement for 2024 and authorizes the Board Chair to sign said document.

County Auditor/Treasurer Denise Snyder gave an update regarding the discussion to require payment of property taxes at the point of sale. Information only, no action was taken.

University of Minnesota Extension Regional Director Tony Hansen met with the Board to request the creation of an Extension Education Expo Assigned Fund.

Action #23 – Peter Ripka introduced the following resolution and moved its adoption:

Resolution #23 - 12/7/23

CREATION OF AN EXTENSION EDUCATION EXPO ASSIGNED FUND

WHEREAS Kanabec Count Extension conducts an Extension Education Expo annually and was initially funded by a University of Minnesota Extension Grant, and

WHEREAS the Expos continue to have good attendance and have generated donations, and

WHEREAS to secure their continuance with a minimal financial impact to the taxpayers of Kanabec County;

THEREFORE BE IT RESOLVED to approve the creation of an assigned fund beginning in 2023 for Extensions' Education Expos, allocating an initial sum of \$1,521.42, and allow donations and fund balance to carry over from year to year.

BE IT FURTHER RESOLVED that the Expo funds are accounted for under 01.663.000.8963.

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

IN FAVOR THEREOF: Rick Mattson, Tom Roeschlein, Wendy Caswell, Peter Ripka

OPPOSED: None

ABSTAIN: Alison Holland

whereupon the resolution was declared duly passed and adopted.

County Coordinator Kris McNally led a discussion regarding consideration to adopt the proposed Kanabec County Earned Sick and Safe Time Policy.

Action #24 – It was moved by Tom Roeschlein, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #24 - 12/7/23

Adoption of Kanabec County Earned Sick and Safe Time Policy

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

WHEREAS, the Kanabec County Earned Sick and Safe Time Policy is recommended in order to implement and administer this state-mandated employee benefit;

THEREFORE, BE IT RESOLVED, the Kanabec County Board of Commissioners hereby adopts the Kanabec County Earned Sick and Safe Time Policy with an effective date of January 1, 2024 and assigns policy number P-127.

County Coordinator Kris McNally led a discussion regarding a proposed resolution to require Board approval prior to filling vacancies.

Action #25 – It was moved by Tom Roeschlein, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #25 - 12/7/23
Board Approval Required for Filling Vacancies

WHEREAS, the Board of Commissioners is responsible for overseeing Kanabec County's management and administration, participating in long-range planning, and managing the county budget and finances; and

WHEREAS, the Board continuously looks for opportunities to run Kanabec County operations more efficiently and cost-effectively in the short and long-term; and

WHEREAS, as with most government agencies, employee wages and benefits are one of the County's primary expenses; and

WHEREAS, the Board currently requires all major expenditures to be reviewed and approved prior to purchase and desires to implement a similar process prior to filling vacancies;

THEREFORE BE IT RESOLVED, that the Kanabec County Board of Commissioners hereby requires County management and administration, including the County Sheriff, County Attorney, County Auditor-Treasurer, and all department heads, to receive approval from the Board prior to posting, advertising, and filling position vacancies effective immediately.

County Coordinator Kris McNally led a discussion regarding a proposed resolution to transfer assigned funds.

Action #26 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #26 - 12/7/23
Transfer Assigned Funds

WHEREAS, the Auditor Treasurer's Office has accrued future capital equipment funds to replace data processing equipment; and

WHEREAS, said data processing equipment is no longer needed due to technology improvements, as well as increases in the availability, security, and affordability of hosting services; and

WHEREAS, these future capital equipment funds are in an assigned fund and can be better utilized to fund a current and future County expense; and

WHEREAS, it is the recommendation of the Auditor Treasurer and the Coordinator to transfer \$120,000 from the Future Capital Equipment Fund- Data Processing to the Retiree Compensated Absence Fund;

THEREFORE BE IT RESOLVED, that the Kanabec County Board of Commissioners hereby authorizes the transfer of \$120,000 from Future Capital Equipment Fund- Data Processing (01.041.063) to the Retiree Compensated Absence Fund (01.031.032.2789) prior to December 31, 2023.

County Coordinator Kris McNally led a discussion regarding the 2023 MCIT Dividend. The Board expressed consensus to utilize the 2023 MCIT dividend funds to build the general fund balance (reserves).

Future Agenda Items: Highway 23/65 Corridor Study with Brian Smith and Chad Gramentz, examine the potential opportunity for partnership with the Mora HRA for the best use of the Statewide Affordable Housing Aid

Action #27 – It was moved by Tom Roeschlein, seconded by Alison Holland and carried unanimously to close the meeting at 7:04pm pursuant to the Open Meeting Law, MN Statute §13D.03 to discuss matters related to Labor Negotiation Strategy. Those present during the closed portion of the meeting were Commissioners Rick Mattson, Tom Roeschlein, Wendy Caswell, Alison Holland and Peter Ripka; as well as County Coordinator & Personnel Director Kris McNally.

Action #28 - It was moved by Peter Ripka, seconded by Tom Roeschlein, and carried unanimously to return to open session at 7:26pm.

Action #29 - It was moved by Alison Holland, seconded by Tom Roeschlein, and carried unanimously to adjourn the meeting at 7:27pm and to meet again in regular session on Tuesday, December 19th 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>
Card Services (Coborn's)	40.00	MESCH Program Supplies	Community Health
Card Services (Coborn's)	162.00	Wellness Snack Station	Employee Wellness
Chamberlain Oil	463.24	Shop Supplies	Highway
City of Mora	1,115.95	Water Tower Antenna Elect, Hwy Bldg Elec & Water, 205th /	Highway
Consolidated Communications	1,147.51	Monthly Phone Bill	Various
East Central Energy	277.01	Intersection Lighting	Highway
Kwik Trip Inc	12,462.91	Gas Credit Cards	Various
Midcontinent Communications	450.69	Utilities	Various
Minnesota Department of Finance	4,465.50	Recorder State Fees & Surcharges	Recorder
Office of MN.IT Services	1,338.65	WAN	IS
Olson, Eric	500.00	Driveway Permit Refund	Highway
Quadient Finance	2,000.00	Courthouse Postage	Unallocated
Quality Disposal	1,035.73	Garbage Pickup	Various
Spire Credit Union	1,445.47	See Below	
Verizon Wireless	3,525.64	Monthly Cell Phone Service	Various
15 Claims Totaling: <u>\$ 30,430.30</u>			
Spire Credit Union	10.59	Amazon - Network Cable Coupler Pack	IS
	25.37	Amazon - HDMI Cables x 2	IS
	25.75	UPS - RMA Shipping Camera	IS
	325.00	MN Co Atty Assn - 2023 Annual Mtg	Attorney
	25.90	Amazon - Office Supplies	Attorney
	19.94	Amazon - Office Supplies	Attorney
	20.99	Amazon - Office Supplies	Attorney
	26.98	Amazon - Wireless Keyboard & Mouse	Attorney
	65.47	Amazon - Toner Cartridge	Attorney

105.00	MN Assn of Assessors - Membership	Assessor
44.50	Amazon - Phone Wall Kit - Courthouse	Building Maintenance
13.00	Amazon - Grant Supplies	Veteran Services
91.26	Amazon - General Supplies	Veteran Services
70.49	Amazon - Supplies	Veteran Services
68.71	VistaPrint - Business Cards	Veteran Services
124.98	Ownersite.com - Annual Mtg. Prog	Transit
26.97	Amazon - Bus Emergency Exit Stickers	Transit
124.97	Ownersite.com - Annual Mtg. Prog	Transit
44.00	MN Dept of Human Serv - Background	Transit
14.99	Amazon Prime Membership	Sheriff
(3,757.05)	Amazon Prime Credit	Sheriff
59.98	Amazon - Headsets (2)	Sheriff
153.71	Galls - Uniform Pants - KB	Sheriff
536.82	Amazon - Truck Bed Tonneau	Sheriff
36.65	Amazon - PVC Cards	Sheriff
102.00	Amazon - Fargo Ribbon (2)	Sheriff
65.97	Amazon - Keyboards (3)	Jail
20.38	Amazon - Plunger	Jail
20.27	Amazon - Office Supplies	Jail
0.99	Apple - Storage	Highway
24.67	Amazon - Phone Case & Protector	Highway
(138.51)	Breezy Point Resord Credit	Community Health
2,362.25	Natl Council Mental Wellness	Community Health
243.12	Hotels.com - Lodginng Training	Community Health
77.31	Availity Subscription Fee	Community Health
25.60	Availity Subscription Fee	Community Health
22.40	Availity Subscription Fee	Community Health
32.00	Availity Subscription Fee	Community Health
123.08	Amazon - Wellness Supplies	Employee Wellness
83.40	Amazon - Wellness Supplies	Employee Wellness
100.78	Amazon - Wellness Supplies	Employee Wellness
(25.21)	Amazon - Return Wellness Supply	Employee Wellness
42 Claims Totaling: \$ 1,445.47		

Agenda Item #3

Regular Bills - Revenue Fund

Bills to be approved: 12/19/23

Department Name	Vendor	Amount	Purpose
ASSESSOR	Benton County Auditor/Treasurer	316.92	Title Transfer - Jeep Cherokee
ASSESSOR	Kanabec Publications	258.70	Homestead Notices - Times 11/30
ASSESSOR	Koenings, Katie	135.39	Mileage & Meal for MAAP Winter Meeting in Rochester 12/1
ASSESSOR	Lindberg, Jodi	30.00	MAAO Region III Meeting Registration
ASSESSOR	Marco	159.00	Printer Lease, Standard Payment
ASSESSOR	Marotte, Amber	98.45	Mileage and Meal for MAAP Meeting
ASSESSOR	MNCCC Lockbox	385.95	Marshall & Swift Residential Handbook Renewal 9/30/23 - 9/30/24
ASSESSOR	Sherburne County Assessor's Office	100.00	2024 MAAO Region III Membership Dues
ASSESSOR	Von Eschen, Tina	103.36	Mileage to Meetings on 11/21, 12/7, 11/1 & MAAO Meeting Registration
		1,587.77	
AUDITOR	American Solutions for Business	3,375.01	2023 TNT Notice/Envelopes & 2023 TNT Services
AUDITOR	Kanabec Publications	2,238.30	Publish 2022 Financial Statement
AUDITOR	Lakeland Printers Inc	203.00	#10 Window Envelopes 2500
AUDITOR	Marco	534.24	Printer Contract Base Rate Charge for 12/1/23 - 11/30/24
AUDITOR	Marco	(12.77)	Printer Contract Usage Credit for 12/1/22-11/30/23
		6,337.78	
BUILDINGS MAINTENANCE	A and E Cleaning Services	600.00	Timber Trails Office Cleaning
BUILDINGS MAINTENANCE	Ace Hardware	17.57	Battery & Light Bulb - Courthouse
BUILDINGS MAINTENANCE	FBG Service Corporation	4,829.00	November Cleaning Services - Courthouse
BUILDINGS MAINTENANCE	FBG Service Corporation	2,543.00	November Cleaning Services - PSB
BUILDINGS MAINTENANCE	FBG Service Corporation	672.00	November Cleaning Services - Jail
BUILDINGS MAINTENANCE	Grainger	46.06	Belts - Courthouse

BUILDINGS MAINTENANCE	Granite City Jobbing Company	499.33	Garbage Bags, Paper Towels, Toilet Paper - Courthouse
BUILDINGS MAINTENANCE	Granite City Jobbing Company	495.94	Paper Towels, Toilet Paper - PSB
BUILDINGS MAINTENANCE	Ideal Service, Inc.	3,460.86	Preventative Maintenance on VFDs & Replaced Chiller Modules (3) - Jail
BUILDINGS MAINTENANCE	Ideal Service, Inc.	4,752.00	Replaced AHU Supply Fan and Return Fan VFDs - Courthouse
BUILDINGS MAINTENANCE	Johnsons Hardware	105.88	Caulk, Screwdriver, Voltage Tester, Terminal Kit, Brushes, Cable Ties, Teflon Lube, Utility Knife - PSB
BUILDINGS MAINTENANCE	MEI Total Elevator Solutions	1,217.52	Quarterly Elevator Service 12/1/23 - 2/28/24 - Courthouse
BUILDINGS MAINTENANCE	R.M. Cotton Company	2,161.84	Ignition Stepper Board, Refill Kits (3) - Jail
		21,401.00	
COMMISSIONERS	Association of MN Counties	425.00	2023 AMC Annual Conference (12/4/23 - 12/6/23) - PR
		425.00	
COMMUNITY HEALTH	MN Counties Intergovernmental Trust	(402.00)	2022 WC Audit Adj CH
		(402.00)	
COMPUTER EXPENSES	IT Savy LLC	983.21	AT Office LT/DS
COMPUTER EXPENSES	MNCCC Lockbox	52.28	2023 Tax User Group - Avenu Shared Mtg Expense
		1,035.49	
COUNTY ATTORNEY	RELX Inc. DBA LexisNexis	220.00	LexisNexis November 2023 Charges
		220.00	
COUNTY COORDINATOR	National PELRA	175.00	Dual State and National PELRA 2024 Membership
COUNTY COORDINATOR	ODP Business Solutions	33.79	Batteries, Binder Clips, Wall Calendar
		208.79	
COUNTY CORONER	River Valley Forensic Services, P.A.	1,000.00	Monthly Service 10/1-10/31, Post Mortem Exams (2)
		1,000.00	
COUNTY EXTENSION	Kanabec County Coordinator's Office	47.78	3Q23 Master Gardeners Printing Fees 7/1/23 - 9/30/23
COUNTY EXTENSION	Kanabec Couty Coordinator's Office	117.65	3Q23 4-H Printing Fees 7/1/23 - 9/30/23

COUNTY EXTENSION	Regents of the University of MN	19,670.25	4Q23 MOA Billing, 1.0 FTE 4-H Educator
		19,835.68	
COUNTY RECORDER	Marco	14.42	Printer Contract Overage Charges 12/1/22-11/30/23
COUNTY RECORDER	ODP Business Solutions	36.00	Address Labels
COUNTY RECORDER	Trimin Systems, Inc.	28,046.00	Yearly Maintenance for Trimin Programs 1/1/24 - 12/31/24
		28,096.42	
COURT ADMINISTRATOR	Anne M. Carlson Law Office, PLLC	730.00	Court Appt Attorney/CHIPS Fees
COURT ADMINISTRATOR	Anoka County Sheriff's Office	160.00	Court Appt Attorney/CHIPS Fees
COURT ADMINISTRATOR	Hennepin County Sheriff's Office	80.00	Court Appt Attorney/CHIPS Fees
COURT ADMINISTRATOR	McKinnis & Doom PA	320.00	Court Appt Attorney/CHIPS Fees
		1,290.00	
ECONOMIC DEVELOPMENT	Black, Ivan	125.00	2023 Kanabec County EDA Meeting Per Diems
ECONOMIC DEVELOPMENT	Davis, Wayne	150.00	2023 Kanabec County EDA Meeting Per Diems
ECONOMIC DEVELOPMENT	Ellis, Kathi	125.00	2023 Kanabec County EDA Meeting Per Diems
ECONOMIC DEVELOPMENT	Faurie, Kirsten	75.00	2023 Kanabec County EDA Meeting Per Diems
ECONOMIC DEVELOPMENT	Holcomb, Lisa	150.00	2023 Kanabec County EDA Meeting Per Diems
ECONOMIC DEVELOPMENT	Holland, Alison	150.00	2023 Kanabec County EDA Meeting Per Diems
ECONOMIC DEVELOPMENT	Kanabec County Coordinator's Office	59.66	3Q23 EDA Printing Fees 7/1/23 - 9/30/23
ECONOMIC DEVELOPMENT	Ness, Lonnie	100.00	2023 Kanabec County EDA Meeting Per Diems
ECONOMIC DEVELOPMENT	Ripka, Peter	100.00	2023 Kanabec County EDA Meeting Per Diems
ECONOMIC DEVELOPMENT	Tvedt, Jerry	75.00	2023 Kanabec County EDA Meeting Per Diems
		1,109.66	
ELECTIONS	Arthur Township	167.87	Voters Acct Funding Allocation - MS 5.305 Subd 4
ELECTIONS	Grass Lake Township	91.38	Voters Acct Funding Allocation - MS 5.305 Subd 4
ELECTIONS	Hillman Township	40.21	Voters Acct Funding Allocation - MS 5.305 Subd 4
ELECTIONS	Kanabec Township	74.23	Voters Acct Funding Allocation - MS 5.305 Subd 4
ELECTIONS	Peace Township	90.12	Voters Acct Funding Allocation - MS 5.305 Subd 4
		463.81	

ENVIRONMENTAL SERVICES	Carda, Ryan	<u>204.36</u> 204.36	Mileage to SSTS Continuing Education in Cloquet 11/28-11/29
HIGHWAY	Clifton Larson Allen LLP	3,800.00	FY2022 Audit Hwy Fed Single Audit
HIGHWAY	MN Counties Intergovernmental Trust	<u>(2,334.00)</u> 1,466.00	2022 WC Audit Adj Hwy
HUMAN RESOURCES	American DataBank	98.75	Background Study for New Employees (2)
HUMAN RESOURCES	ECM Publishers	194.80	Building Maintenance Tech Job Ad x 2
HUMAN RESOURCES	Kanabec Publications	169.40	HEO II & HHA/Homemaker Job Ads
HUMAN RESOURCES	MN Counties Intergovernmental Trust	6,050.00	2022 WC Audit Adj Rev
HUMAN RESOURCES	MN Counties Intergovernmental Trust	(13.00)	2022 WC Audit Adj FS
HUMAN RESOURCES	Ratwik, Roszak & Maloney, PA	2,345.50	Professional Fees - October 2023
HUMAN RESOURCES	WEX	<u>426.25</u> 9,271.70	Administrative Fees for November 11/1 - 11/30
LAW LIBRARY	RELX Inc. DBA LexisNexis	<u>231.75</u> 231.75	Law Library Invoice
PROBATION & JUVENILE PLACEMENT	East Central Regional Juvenile Center	<u>4,487.00</u> 4,487.00	November 2023 Contracted Beds at East Central RJC
PUBLIC TRANSPORTATION	Ace Hardware	137.99	Shop Supplies
PUBLIC TRANSPORTATION	American DataBank	37.50	Background Study for Volunteer Driver
PUBLIC TRANSPORTATION	Auto Value Mora	1,487.68	Bus & Van Parts
PUBLIC TRANSPORTATION	Brook Park Auto Recycling	300.00	Bus Tire Rims for Inventory
PUBLIC TRANSPORTATION	DC Design Works LLC	1,432.00	Employee Clothing
PUBLIC TRANSPORTATION	Glen's Tire	197.53	Van & Bus Repairs
PUBLIC TRANSPORTATION	Granite City Jobbing Company	381.57	Office Supplies
PUBLIC TRANSPORTATION	Hoefert, Robert	1,137.74	Volunteer Mileage 11/27 - 12/10
PUBLIC TRANSPORTATION	Innovative Office Solutions, LLC	125.97	Office Supplies

PUBLIC TRANSPORTATION	Kanabec Publications	633.38	Advertising
PUBLIC TRANSPORTATION	MN Counties Intergovernmental Trust	(586.00)	2022 WC Audit Adj Transit
PUBLIC TRANSPORTATION	Novus Glass	65.00	Bus Windshield Repair
PUBLIC TRANSPORTATION	Premium Waters Inc.	35.10	Bottled Water Supplies
PUBLIC TRANSPORTATION	Van Alst, Lillian	1,575.93	Volunteer Mileage 11/27 - 12/10
		6,961.39	
SANITATION	East Central Solid Waste Commission	48.97	Kanabec County Hwy Dept Mixed Solid Waste & TV Monitor
SANITATION	Veolia Environmental Services	8,618.97	2023 HHW Collection
		8,667.94	
SHERIFF	Ace K9	326.00	Ace Watch Dog Service, 1 year
SHERIFF	Applied Concepts, Inc.	471.00	Antenna Cable - CK
SHERIFF	AT&T Mobility	1,551.53	Monthly Service
SHERIFF	EATI	337.20	LED Module Contained Single Lamps, 1 red, 1 blue - new squad
SHERIFF	Glen's Tire	896.31	Squad Tires & Oil Change
SHERIFF	Gratitude Farms	500.00	Animal Control Services 11/1 - 11/30
SHERIFF	Obrycki, Chaz	266.01	Uniform Allowance - Pants. Rechargeable Flashlight & Jacket
SHERIFF	ODP Business Solutions	105.17	Erasables, Deskpads, Memo Books
SHERIFF	O'Reilly Auto Parts	236.13	Light Bulbs, Wiper Blades, Antifreeze, Battery Core Credit - Squads
SHERIFF	Tinker & Larson Inc	742.38	Squad Oil Changes (4), Repair Brakes, Replaced Pads & Rotors
		5,431.73	
SHERIFF - 911 EMERGENCY	Granite Electronics	30,125.86	Replaced Obsolete and Unsupported uW Link Between Ogilvie MnDOT and Courthouse
SHERIFF - 911 EMERGENCY	Marco	182.76	Dispatch Printers Contract Overage Charges 12/1/22 - 11/30/23
SHERIFF - 911 EMERGENCY	Motorola Solutions	2,115.00	Vesta Services 12/1/23 - 12/31/23
		32,423.62	
SHERIFF - JAIL/DISPATCH	Accurate Controls Inc	348.00	Technical Support Call
SHERIFF - JAIL/DISPATCH	Adam's Pest Control	250.00	Prevention Plus
SHERIFF - JAIL/DISPATCH	Advanced Correctional Healthcare	19,890.93	Medical, Mental Health, TPA Pool Mgmt 1/1/24 - 1/31/24

SHERIFF - JAIL/DISPATCH	Bob Barker	318.42	Jail Supplies - Shampoo, Clear Pens
SHERIFF - JAIL/DISPATCH	Bob Barker	1,182.31	Jail Supplies - Conditioner, Deodorant, Soap, Toothpaste, Lotion, Gloves, Toothbrush Tubes, Soap Boxes
SHERIFF - JAIL/DISPATCH	Bob Barker	61.89	Jail Supplies - Toothbrushes
SHERIFF - JAIL/DISPATCH	G & N Enterprises	547.20	Light Bulbs
SHERIFF - JAIL/DISPATCH	Hirsch, Dean	20.00	Reimbursement for Sewn Patches (4)
SHERIFF - JAIL/DISPATCH	Long, Eleanor	73.62	Reimburse Mileage to Aspen Mills 9/1/23
SHERIFF - JAIL/DISPATCH	Marco	273.00	Jail Printer Lease, Standard Payment
SHERIFF - JAIL/DISPATCH	Marco	(94.11)	Jail Booking Printer Contract Usage Credit 12/1/23 - 11/30/23
SHERIFF - JAIL/DISPATCH	Marco	1,097.19	Jail Admin Printer Contract Overage Charges 11/30/22-11/29/23
SHERIFF - JAIL/DISPATCH	Marco	125.86	Jail Admin Printer Contract Base Rate Charge for 11/30/23-11/29/24
SHERIFF - JAIL/DISPATCH	Minnesota Monitoring Inc.	49.50	Programs - Kanabec Jail GPS 11/1-11/3
SHERIFF - JAIL/DISPATCH	Noble Medical Inc	341.72	Noble Split Specimen Cups
SHERIFF - JAIL/DISPATCH	Stellar Services	39.03	Canteen 12/4/23
SHERIFF - JAIL/DISPATCH	Stellar Services	57.46	Canteen 11/27/23
SHERIFF - JAIL/DISPATCH	Summit Food Service Management	3,921.09	Inmate Meals 11/25/23-12/1/23
SHERIFF - JAIL/DISPATCH	Summit Food Service Management	2,918.66	Inmate Meals 8/26/23-9/1/23
SHERIFF - JAIL/DISPATCH	Summit Food Service Management	3,921.03	Inmate Meals 12/2/23-12/8/23
		35,342.80	
SHERIFF - RESERVES	Kastenbauer, Paul	35.88	Snow Brush & Keys Cut (7)
		35.88	
STATE FISCAL RECOVERY ARP	VC3	918.75	365 Migration
		918.75	
TAX & PENALTY	Norling, Erin	22.00	2023 Abatement Refund 10-00720-00
		22.00	
UNALLOCATED	Clifton Larson Allen LLP	2,815.00	FY2022 Audit
UNALLOCATED	Highway 23 Coalition	1,500.00	2024 Advocate Membership

UNALLOCATED	Kanabec Publications	1,029.04	County Board Minutes 10/3 & 10/17, Committee Vacancy Ad 11/5, 11/12, 11/19, TNT Notice, Drone Hearing Notice
		<u>5,344.04</u>	
	127 Claims Totaling:	<u><u>\$ 193,418.36</u></u>	

Agenda Item #4
Regular Bills - Road & Bridge
Bills to be approved: 12/19/2023

Vendor	Amount	Purpose
A&E Cleaning Services	1,140.00	Office cleaning
Aramark	637.81	Coveralls and janitor supplies
Central McGowan	118.58	Welding supplies
Kelly Cooper	375.00	Uniform allowance
Cragun's Resort	1,013.56	Room for conference
Mark Dooley	375.00	Uniform allowance
Federated Co-op	322.89	Repair parts
Nick Frisch	269.29	Uniform allowance
Gopher State One-Call	24.30	Locates
Houston Engineering	3,541.83	Engineering county ditch 2
Johnson Hardware	413.15	Shop supplies
Kanabec County Highway Dept	66.35	Petty cash, postage
Kwik Trip	16.20	Fuel and car wash
Dale Magnuson	123.01	Uniform allowance
Marco	372.17	Printer
MKJ Trucking	295.00	Snow removal
Morton Salt	3,820.26	Road salt
North Central International	3,291.40	Repair parts
Northern States Supply	724.60	Shop supplies
ODP Business Solutions	174.41	Office supplies
PowerPlan	1,925.06	Repair parts
USIC	40.00	Locates
Wiarcom	675.30	GPS

23 Claims Totaling: \$ 19,755.17

Agenda Item #5

December 19, 2023

REQUEST FOR BOARD ACTION

a. Subject: Resolution to Adopt the Final Budget and Levy for FY2024	b. Origination: Coordinator's Office
c. Estimated time: 10 mins	d. Presenter(s):

e. Board action requested:
Adopt the following resolution:

RESOLUTION #__-12/19/23
Resolution to Set the Final Budget and Levy for 2024

BE IT RESOLVED by the Kanabec County Board of Commissioners that the following proposed fiscal year 2024 maximum levy and final budget be adopted:

FUND	2024 BUDGET	2024 LEVY
<i>a.</i> Revenue Fund	15,668,974	8,593,997
<i>b.</i> Family Services Fund	6,754,592	2,235,053
<i>c.</i> Community Health	3,017,495	431,708
<i>d.</i> Road & Bridge Fund	8,661,633	1,864,670
<i>e.</i> Railroad Authority Fund	2,100	1,200
<i>f.</i> Debt Service "Bond Fund"	1,057,166	991,166
<i>g.</i> SUB-TOTALS (<i>total of a. through f.</i>)	\$35,161,960	\$14,117,794
<i>h.</i> + EDA Levy		\$159,470
<i>j.</i> TOTAL PRELIMINARY PAYABLE Y2024 LEVY (total=g +h)		\$14,277,264

BE IT FURTHER RESOLVED that the budget reflects revenue of **\$1,493,342** in County Program Aid.

Rickey Mattson, Board Chair

Kris McNally, Board Clerk

f. Background:

Supporting Documents: None Attached: ☒

Date Received in County Coordinator's Office:	FY2024 Budget & Levy Detail
--	-----------------------------

Coordinators Comments:

Attachment #2: FY2024 Proposed Budget & Levy Detail:

KANABEC COUNTY 2024 BUDGET SUMMARY		2024 Expenses	2024 Revenues	2024 Planned Use of Fund Balance	2024 Levy Amount
Assessor	\$	644,371	\$	99,750	\$ 544,621
Attorney	\$	867,023	\$	181,000	\$ 686,023
Auditor/Treasurer					
Office	\$	795,481	\$	50,320	\$ 745,161
Elections	\$	138,152	\$	10,120	\$ 73,032
Mainframe Expenses				\$ 55,000	\$ -
Auditor/Treasurer Total					\$ 818,193
Commissioners	\$	191,809	\$	-	\$ 191,809
Coordinator	\$	524,995	\$	42,000	\$ 482,995
Court Administration	\$	33,000			\$ 33,000
Law Library	\$	8,000	\$	10,500	\$ (2,500)
Culture & Recreation	\$	12,000	\$	-	\$ 12,000
E Central Reg Library	\$	181,669			\$ 181,669
Extension	\$	93,243	\$	-	\$ 93,243
Information Systems	\$	736,948	\$	41,252	\$ 650,696
Probation	\$	592,754	\$	329,305	\$ 263,449
Public Works					
Building Maintenance	\$	799,912	\$	52,902	\$ 95,000
Environmental Services					
Office	\$	246,932	\$	134,263	\$ 112,669
Water Plan	\$	20,575	\$	20,575	\$ -
Wetlands	\$	34,270	\$	34,270	\$ -
Shorelands	\$	5,584	\$	5,584	\$ -
ISTS	\$	18,600	\$	18,600	\$ -
Env. Services Total					\$ 112,669
Sanitation	\$	127,423	\$	87,115	\$ 40,308
Surveyor	\$	5,500	\$	-	\$ 3,000
Public Works Total					\$ 2,500
Recorder	\$	189,939	\$	101,400	\$ -
Sheriff					
Law Enforcement	\$	3,455,031	\$	1,072,326	\$ 100,000
Boat & Water	\$	6,415	\$	3,895	\$ -
Snowmobile	\$	4,110	\$	4,110	\$ -
ATV	\$	3,154	\$	3,154	\$ -
Reserves	\$	8,000	\$	8,000	\$ -
Coroner	\$	50,000	\$	-	\$ -
Emergency Mngt	\$	34,202	\$	17,119	\$ 50,000
Jail/Dispatch	\$	3,594,913	\$	146,000	\$ -
E-911 System	\$	179,402	\$	179,402	\$ 17,083
Sheriff's Total					\$ 3,448,913
Transit	\$	1,027,485	\$	1,027,485	\$ -
Unallocated	\$	862,342	\$	3,003,222	\$ 30,000
Veteran's Services	\$	175,740	\$	23,000	\$ (2,170,880)
Revenue Fund Totals	\$	15,668,974	\$	6,706,669	\$ 368,308
Road & Bridge Fund	\$	8,661,633	\$	5,957,000	\$ 839,963
Family Services Fund	\$	6,754,592	\$	4,519,539	\$ -
Community Health Fund	\$	3,017,495	\$	2,555,787	\$ 30,000
EDA Fund	\$	170,970	\$	11,500	\$ -
Railroad Authority	\$	2,100	\$	900	\$ -
Bond Fund	\$	1,057,166	\$	66,000	\$ -
Net Levy 2024:	\$	35,332,930	\$	19,817,395	\$ 1,238,271
					\$ 14,277,264
				NET LEVY 2024=	14,277,264
2022 CPA= \$ 1,183,396					
2023 CPA= \$1,136,623				REVISION DATE:	9/12/23
2024 CPA= \$1,493,342					

Agenda Item #6

December 19, 2023

REQUEST FOR BOARD ACTION

a. Subject: Resolution to Withdraw from the South Country Health Alliance Joint Powers Agreement	b. Origination: Board of Commissioners
c. Estimated time: 10 minutes	d. Presenter(s): Commissioner Caswell

e. Board action requested:

Approve the following resolution:

Resolution # ____ -12/19/23

Resolution to Withdraw from South Country Health Alliance Membership

WHEREAS Kanabec County is a member county in the South Country Health Alliance joint powers entity through a joint powers agreement; and

WHEREAS the Kanabec County Board of Commissioners believes it is in the best interest of Kanabec County to withdraw its membership from South Country Health Alliance joint powers entity and to collect Kanabec County's share of South Country Health Alliance's capital and surplus; and

WHEREAS withdrawal from said membership will have minimal impact on Kanabec County clients due to new providers and a transition plan being in place; and

THEREFORE, BE IT RESOLVED the Kanabec County Board of Commissioners hereby approves the withdrawal from the South Country Health Alliance joint powers entity membership pursuant to Section 11 of the joint powers agreement;

BE IT FURTHER RESOLVED that Kanabec County requests its share of South Country Health Alliance's capital and surplus be disbursed to Kanabec County pursuant to Section 11.3 of the joint powers agreement;

BE IT FURTHER RESOLVED that the effective date of the withdrawal from the South Country Health Alliance joint powers agreement is effective December 31, 2023.

f. Background:

Supporting Documents: None: Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

Article IX. Member County Withdrawal

A Member County may withdraw from SCHA with the authority granted to it by the provisions of Section 11(1) of the Joint Powers Agreement. The deadline for notice of withdrawal shall be December 31, one year prior to the year of withdrawal, or 30 days after budget approval by the Board, but no later than March 31st of the withdrawal year.

Section 11: WITHDRAWAL

11.1. Method of Withdrawal

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

11.2. Responsibilities on and after Withdrawal

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

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

11.3. Payment of Surplus to Withdrawing Member County

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

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

Agenda Item #7a

December 19, 2023

REQUEST FOR BOARD ACTION

a. Subject: Consider adoption of the Updated Guide for Members of the Public and Data Subjects for Requesting Information (Policy P-110)	b. Origination: Coordinator's Office
c. Estimated time: 5 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Resolution #___ - 12/19/23

Adoption of the Updated Guide for Members of the Public and Data Subjects for Requesting Information (Policy P-110)

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

WHEREAS, previous updates to the Guide for Members of the Public and Data Subjects for Requesting Information were approved on May 3, 2022; and

WHEREAS, subsequent modifications were required to bring this policy up to date;

WHEREAS, the policy modifications have been reviewed and approved by the County Attorney;

THEREFORE, BE IT RESOLVED, the Kanabec County Board of Commissioners hereby adopts the updated Guide for Members of the Public and Data Subjects for Requesting Information (Policy P-110) with an effective date of December 19, 2023;

BE IT FURTHER RESOLVED, the Kanabec County Board of Commissioners hereby retains the right to modify this policy at any time as needed.

f. Background:

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

Policy #P-110
Approved: **December 19, 2023**
Effective: **December 19, 2023**
Supersedes: October 20, 2020
May 2, 2022

**Guide for Members of the Public
And Data Subjects for
Requesting Information
Kanabec County
(Updated **December 19, 2023**)**



A BRIEF OVERVIEW OF THE MINNESOTA GOVERNMENT DATA PRACTICES ACT

- A.** The Minnesota Government Data Practices Act (MGDPA) is in Chapter 13 of Minnesota Statutes. It controls how government data is collected, created, stored, maintained, used and disseminated.
- B.** The MGDPA regulates the management of all government data that are created, collected, received, or released by a government entity no matter what form the data is in or how or where it is stored or used.

The Act regulates:

- what data can be collected;
- who may see or get copies of the data;
- the classification of specific types of data;
- the duties of personnel in administering the Act;
- procedures for access to the data;
- procedures for classifying data as not public;
- civil and criminal penalties for violation of the Act; and
- the charging of fees for copies of data.

Government data is either *data on individuals* or *data not on individuals*. Data on individuals is classified as either public, private, or confidential. Data not on individuals is classified as public, nonpublic, or protected nonpublic. This classification system determines how data is handled.

CLASSIFICATION OF DATA

Data on Individuals	Meaning of Classification	Data Not on Individuals
Public	Available to anyone for any reason	Public
Private	Available only to the data subject and to anyone authorized in writing by the data subject or by	Nonpublic

	court order or law to see it	
Confidential	Not available to the public or the data subject	Protected Nonpublic

REQUESTS FOR GOVERNMENT DATA

I. DATA REQUESTS BY MEMBERS OF THE PUBLIC

Right to Access Public Data

The Data Practices Act (Minnesota Statutes, Chapter 13) presumes that all government data are public unless a state or federal law says the data are not public. Government data is a term that means all recorded information a government entity has, including paper, email, CD-ROMs, photographs, etc.

The Data Practices Act also provides that Kanabec County must keep all government data in a way that makes it easy for you, as a member of the public, to access public data. You have the right to look at (inspect), free of charge, all public data that we keep. You also have the right to get copies of public data. The Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies.

How to Make a Data Request

To look at data or request copies of data that Kanabec County keeps, make a written request. Make your written request for data to the appropriate individual listed on the Data Practices Contacts page provided in this guide. You may make your written request for data by mail, fax, or email, using the data request form found in this guide.

If you choose not to use the data request form, your written request should include:

- that you, as a member of the public, are making a request for data under the Data Practices Act, Minnesota Statutes, Chapter 13;
- whether you would like to look at the data, get copies of the data, or both; and
- a clear description of the data you would like to inspect or have copied.

Kanabec County cannot require you, as a member of the public, to identify yourself or explain the reason for your data request. However, depending on how you want us to process your request (if, for example, you want us to mail you copies of data), we may need some information about you. If you choose not to give us any identifying information, we will provide you with contact information so you may check on the status of your request. In addition, please keep in mind that if we do not understand your request and have no way to contact you, we will not be able to begin processing your request.

How We Respond to a Data Request

Upon receiving your written request, we will work to process it. If we do not have the data, we will notify you in writing as soon as reasonably possible.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please let us know. We will give you an explanation if you ask.

The Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. (For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request.) If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time. In addition, the Data Practices Act does not require us to answer questions that are not requests for data.

Requests for Summary Data

Summary data are statistical records or reports that are prepared by removing all identifiers from private or confidential data on individuals. The preparation of summary data is not a means to gain access to private or confidential data. Kanabec County will prepare summary data if you make your request in writing and pay for the cost of creating the data. Upon receiving your written request – you may use the data request form included in this guide and we will respond within ten business days with the data or details of when the data will be ready and how much we will charge.

II. DATA REQUESTS BY DATA SUBJECTS

Data about You

The Data Practices Act (Minnesota Statutes, Chapter 13) says that data subjects have certain rights related to a government entity collecting, creating, and keeping government data about them. You are the subject of data when you can be identified from the data. Government data is a term that means all recorded information a government entity has, including paper, email, CDROMs, photographs, etc.

Classification of Data about You

The Data Practices Act presumes that all government data are public unless a state or federal law says that the data are not public. Data about you are classified by state law as public, private, or confidential. See below for some examples.

Public data: We must give public data to anyone who asks; it does not matter who is asking for the data or why.

Private data: We cannot give private data to the general public, but you have access when the data are about you. We can share your private data with you, with someone who has your permission, with Kanabec County staff who need the data to do their work, and as permitted by law or court order.

Confidential data: Confidential data have the most protection. Neither the public nor you can get access even when the confidential data are about you. We can share confidential data about you with Kanabec County staff who need the data to do their work and to others as permitted by law or court order. We cannot give you access to confidential data.

Your Rights under the Data Practices Act

Kanabec County must keep all government data in a way that makes it easy for you to access data about you. Also, we can collect and keep only those data about you that we need for administering and managing programs that are permitted by law. As a data subject, you have the following rights. **Your Access to Your Data:** You have the right to look at (inspect), free of charge, public and private data that we keep about you. You also have the right to get copies of public and private data about you. The Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies. Also, if you ask, we will tell you whether we keep data about you and whether the data are public, private, or confidential.

As a parent, you have the right to look at and get copies of public and private data about your minor children (under the age of 18). As a legally appointed guardian, you have the right to look at and get copies of public and private data about an individual for whom you are appointed guardian. Minors have the right to ask Kanabec County not to give data about them to their parent or guardian. If you are a minor, we will tell you that you have this right. We may ask you to put your request in writing and to include the reasons that we should deny your parents access to the data. We will make the final decision about your request based on your best interests. **Note:** Minors do not have this right if the data in question are educational data maintained by an educational agency or institution. **When We Collect Data from You:** When we ask you to provide data about yourself that are not public, we must give you a notice. The notice is sometimes called a Tennessean warning. The notice controls what we do with the data that we collect from you. Usually, we can use and release the data only in the ways described in the notice. We will ask for your written permission if we need to use or release private data about you in a different way, or if you ask us to release the data to another person. This permission is called informed consent. If you want us to release data to another person, you must use the consent form we provide.

Protecting your Data: The Data Practices Act requires us to protect your data. We have established appropriate safeguards to ensure that your data are safe.

When your Data are Inaccurate and/or Incomplete: You have the right to challenge the accuracy and/or completeness of public and private data about you. You also have the right to appeal our decision. If you are a minor, your parent or guardian has the right to challenge data about you.

How to Make a Request for Your Data

To look at data, or request copies of data that Kanabec County keeps about you, your minor children, or an individual for whom you have been appointed legal guardian, make a written request. Make your request for data to the appropriate individual listed in the Data Practices Contacts section of this guide. You may make your written request by mail, fax, e-mail, or by hand-delivering the request, using the data request form included in this guide.

If you choose not use to use the data request form, your written request should include:

- that you are making a request, under the Data Practices Act (Minnesota Statutes, Chapter 13), as a data subject, for data about you;
- whether you would like to inspect the data, have copies of the data, or both;
- a clear description of the data you would like to inspect or have copied; and
- identifying information that proves you are the data subject, or data subject's parent/guardian Kanabec County requires proof of your identity before we can respond to your request for data. If you are requesting data about your minor child, you must show proof that you are the minor's parent. If you are a guardian, you must show legal documentation of your guardianship. Please see the Standards for Verifying Identity document included in this guide.

How We Respond to a Data Request

Once you make your written request, we will work to process your request. If it is not clear what data you are requesting, we will ask you for clarification.

- If we do not have the data, we will notify you in writing within 10 business days.
- If we have the data, but the data are confidential or private data that are not about you, we will notify you in writing within 10 business days and state which specific law says you cannot access the data.
- If we have the data, and the data are public or private data about you, we will respond to your request within 10 business days, by doing one of the following:
 - arrange a date, time, and place to inspect data, for free, if your request is to look at the data, or
 - provide you with copies of the data within 10 business days. You may choose to pick up your copies, or we will mail or fax them to you. We will provide electronic copies, such as email or CD-ROM, upon request if we keep the data in electronic format.

Information about copy charges is included in this guide.

After we have provided you with access to data about you, we do not have to show you the data again for 6 months unless there is a dispute or we collect or create new data about you.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please let us know. We will give you an explanation if you ask.

The Data Practices Act does not require us to create or collect new data in response to a data request if we do not already have the data, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. (For example, if the data you request are on paper only, we are not required to create electronic documents to respond to your request.) If we agree to create data in response to your request, we will work with you on the details of your request, including cost and response time. In addition, we are not required under the Data Practices Act to respond to questions that are not requests for data.

III. DATA REQUESTS BY OTHER GOVERNMENT AGENCIES

A responsible authority shall allow another government entity access to data classified as private, confidential, nonpublic, or protected nonpublic only when the access is authorized or required by state or federal statute.

An agency that supplies government data under this section may require the requesting agency to pay the actual cost of supplying the data when the requested data is not provided in the normal course of business and not required by state or federal statute. In most circumstances Kanabec County will not charge a fee to another government entity. Consideration should be given to transmission of the data by electronic means to save Kanabec County copying costs.

In many cases data will have the same classification in the hands of the agency receiving it as it had in the agency providing it unless the classification is required to change to meet judicial, administrative, or statutory requirements such as change in classification by statutory definition. When reasonably practical the agency providing the requested data information shall indicate the classification of the data when the data is classified as other than public.

When reasonably practical and reasonably necessary if it is not clear the requesting agency is authorized to access the data it shall be directed to obtain the informed consent from the data subject(s) for data classified as private or confidential. If the agency is unable to obtain such written consent the Kanabec County Responsible Authority should be consulted for a determination of access prior to release of the data.

IV. CONTRACTUAL LICENSING AND FUNDING RELATIONSHIP WITH GOVERNMENT ENTITIES

Pursuant to Minn. Stat. § 13.05, subd. 6, if a person receives not public data on individuals from a government entity because that person has a contract with that entity the person must administer the data in a manner consistent with the MGDPA.

Pursuant to Minn. Stat. § 13.05, subd. 11, if a private person collects, receives, stores, uses, maintains or disseminates data because the person has a contract with a government entity to perform any of the entity's functions the data are subject to the requirements of the MGDPA and the contractor must comply with the MGDPA requirements. The contract should clearly inform the contractor of these responsibilities.

Pursuant to Minn. Stat. § 13.02, subd. 11, if the data is collected by a nonprofit social services entity that performs services under contract to a government entity and the data is collected and used because of that contract access to the data is regulated by the MGDPA.

If a third party is licensed by a government entity and the licensure is conditioned upon compliance with the MGDPA or if the party has another type of contract with a government entity the party is subject to the MGDPA to the extent specified in the contract or the licensing agreement.

V. INFORMATION DISCLOSURE REQUEST FORM

The Information Disclosure Request provides a record of the requestor identification information and the government data requested as well as the action taken by the responsible authority or the designee and any financial transaction that occurs.

The Information Disclosure Report should be completed for all requests by the public for government data classified as private, confidential, nonpublic, and protected nonpublic and for all requests by other government agencies for which the not public data is not routinely shared or provided in the normal course of business.

VI. OTHER PROCEDURES FOR COMPLYING WITH DATA REQUESTS

The responsible authority shall ensure each department establishes procedures to comply with requests for government data in an appropriate and prompt manner.

1. Upon request to the responsible authority an individual shall be informed whether they are the subject of stored data on individuals and whether it is classified as public, private, or confidential.
 - a. The responsible authority shall provide access to the private or public data upon request by the individual subject of the data.
 - b. An individual may contest the accuracy or completeness of public or private data. If the individual notifies the responsible authority in writing as to the nature of the disagreement with the data, the responsible authority shall within 30 days either correct the data and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual, or notify the individual the responsible authority believes the data to be correct. Subsequently data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.
2. The responsible authority shall prepare a public document setting forth in writing the rights of the data subject and specific procedures in effect in the county for access by the data subject to public or private data on individuals.

- a. When a request is denied the responsible authority must inform the requestor orally at the time of the request and if requested in writing as soon thereafter as reasonably possible and shall cite the statute, temporary classification or federal law on which the determination is based.
- b. The responsible authority shall require the requestor to pay the actual costs of making and certifying copies of the data requested except those exempted in Section V., subd. A. The requestor may not be charged for separating private or confidential data from public data.
- c. The responsible authority shall reasonably inform the requestor of the data's meaning if asked to do so.

VII. RIGHT TO APPEAL

If Kanabec County determines that challenged data are accurate and/or complete and the data subject disagrees with that determination the subject has the right to appeal the determination to the commissioner of administration

The subject has the right to take this step after both the subject and the county have properly completed all the steps in the data challenge process. The subject may appeal only the county's determination about the accuracy and/or completeness of data. The requirements for filing an appeal are in Minnesota Rules Section 1205.1600.

An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right an individual shall notify in writing the responsible authority describing the nature of the disagreement. The responsible authority shall within 30 days, either: (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or (2) notify the individual the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.

The determination of the responsible authority may be appealed pursuant to the Administrative Procedure Act, Minn. Stat. §14.57 to 14.62 and Minn. R. 1205.1600, relating to contested cases. Upon receipt of an appeal by an individual the Commissioner of Administration shall before issuing the order and notice of a contested case hearing required by Chapter 14 try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent the Commissioner may refer the matter to mediation. Following these efforts the Commissioner shall dismiss the appeal if resolved or issue the order and notice of hearing.

Data on individuals successfully challenged by an individual must be completed, corrected, or destroyed without regard to the requirements of Minn. Stat. § 138.17. After completing, correcting, or destroying successfully challenged data the county will retain a copy of the Commissioner of

Administration's order issued under Chapter 14 or if no order was issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

VIII. ROLE OF THE COMMISSIONER OF ADMINISTRATION

Pursuant to Minn. Stat. §13.06, subd. 4, the Commissioner of Administration is given the authority to approve new uses and disseminations of private and confidential data on individuals.

Minn. Stat. §13.06 gives the Commissioner certain powers with regard to approving temporary classifications of data.

Minn. Stat. §13.072 gives the Commissioner authority to issue advisory opinions concerning the rights-of-data-subjects and the classification of government data. Commissioner's opinions are found at <https://mn.gov/admin/data-practices/opinions/>

IX. CONSEQUENCES FOR NOT COMPLYING WITH THE MGDPA

Pursuant to Minn. Stat. §13.08, a government entity and employees may be sued for violating the Act. Minn. Stat. §13.085 provides an administrative process to compel compliance with the Act. Minn. Stat. §13.09 provides criminal penalties and disciplinary action as extreme as dismissal from public employment for anyone who willfully (knowingly) violates the Act.

WHERE MORE INFORMATION CAN BE FOUND

Responsible Authority Barbara McFadden, Kanabec County Attorney, (320) 679-6425.

Minnesota Statutes Chapter 13 is found on the website of the Revisor of Statutes at: <https://www.revisor.mn.gov/statutes/cite/13> .

Minnesota Rules, Chapter 1205, is found on the website of the Revisor of Statutes at: <https://www.revisor.mn.gov/rules/1205/> .

Kanabec County Data Practices Contacts

Responsible Authority (RA)

Minnesota Rules 1205.0200, Subp. 14. Responsible authority in political subdivisions. In political subdivisions, the responsible authority shall be as follows, unless otherwise provided by state law:

For counties, each elected official of the county shall be the responsible authority for the official's office. An individual who is an employee of the county shall be appointed by the county board to be the responsible authority for any data administered outside the offices of elected officials.

RA for County Attorney:

Barbara McFadden, County Attorney
317 Maple Avenue East, Suite 202
Mora, MN 55051
Phone: (320) 679-6425
Fax: (320) 679-6426
Email: barbara.mcfadden@co.kanabec.mn.us

RA for elected County Sheriff:

County Sheriff Brian Smith
317 Maple Avenue East, Suite 143
Mora, MN 55051
Phone: (320) 679-8400
Fax: (320) 679-8422
Email: brian.smith@co.kanabec.mn.us

RA for elected Commissioner District I:

Commissioner Peter Ripka
317 Maple Avenue East, Suite 181
Mora, MN 55051
Phone: (320) 679-6440
Fax: (320) 679-6441
Email: peter.ripka@co.kanabec.mn.us

RA for elected Commissioner District II:

Commissioner Alison Holland
317 Maple Avenue East, Suite 181
Mora, MN 55051
Phone: (320) 679-6440
Fax: (320) 679-6441
Email: alison.holland@co.kanabec.mn.us

RA for elected Commissioner District III:

Commissioner Wendy Caswell
317 Maple Avenue East, Suite 181
Mora, MN 55051
Phone: (320) 679-6440
Fax: (320) 679-6441
Email: wendy.caswell@co.kanabec.mn.us

RA for elected Commissioner District IV:

Commissioner Rick Mattson
317 Maple Avenue East, Suite 181
Mora, MN 55051
Phone: (320) 679-6440
Fax: (320) 679-6441
Email: rick.mattson@co.kanabec.mn.us

RA for elected Commissioner District V:

Commissioner Tom Roeschlein

317 Maple Avenue East, Suite 181
Mora, MN 55051
Phone: (320) 679-6440
Fax: (320) 679-6441
Email: tom.roeschlein@co.kanabec.mn.us

RA for elected County Recorder:

Lisa Holcomb, County Recorder
317 Maple Avenue East, Suite 261B
Mora, MN 55051
Phone: (320) 679-6466
Fax: (320) 679-6431
Email: lisa.holcomb@co.kanabec.mn.us

RA for elected County Auditor/Treasurer:

Denise Snyder, County Auditor/Treasurer
317 Maple Avenue East, Suite 261A
Mora, MN 55051
Phone: (320) 679-6430
Fax: (320) 679-6431
Email: denise.snyder@co.kanabec.mn.us

RA for Public Health and Welfare Data:

RA for Community Health Services:

Kathryn Burski, Community Health Services Administrator
905 Forest Ave E, Suite 127
Mora, MN 55051
Phone: (320) 679-6438
Fax: (320) 679-6333
Email: kathryn.burski@co.kanabec.mn.us

Minnesota Statute 13.46, Welfare Data: Subd. 10. Responsible authority.

Notwithstanding any other provision of this chapter to the contrary, the responsible authority for each component of the welfare system listed in subdivision 1, clause (c), shall be as follows: the responsible authority of a county welfare agency is the director of the county welfare agency.

RA for County Welfare Agency:

Chuck Hurd, Family Services Director
905 Forest Ave E, Suite 150
Mora, MN 55051
Phone: (320) 679-6357
Fax: (320) 679-6333
Email: chuck.hurd@co.kanabec.mn.us

Data Practices Designees

The responsible authority may assign in writing one or more designees. The designee is the person

in charge of individual files or systems containing government data and who receives and complies with the requests for government data. The designee shall implement the provisions of the Act, the rules, and these guidelines and procedures as directed by the responsible authority. All duties outlined as duties of the responsible authority may be delegated to the designee.

Designee for elected County Commissioner Offices:

Kristine McNally, County Coordinator

317 Maple Avenue East, Suite 181

Mora, MN 55051

Phone: (320) 679-6440

Fax: (320) 679-6441

Email: kris.mcnally@co.kanabec.mn.us

Designee for County Assessor's Department:

Tina VonEschen, County Assessor

317 Maple Avenue East, Suite 271

Mora, MN 55051

Phone: (320) 679-6420

Fax: (320) 679-6441

Email: tina.voneschen@co.kanabec.mn.us

Designee for County Public Works Department:

Chad Gramentz, Public Works Director/County Engineer

903 Forest Ave E

Mora, MN 55051

Phone: (320) 679-6300

Fax: (320) 679-6304

Email: chad.gramentz@co.kanabec.mn.us

Designee for Information Systems Department:

Lisa Blowers, County IS Director

317 Maple Avenue East, Suite 181

Mora, MN 55051

Phone: (320) 679-6498

Fax: (320) 679-6441

Email: lisa.blowers@co.kanabec.mn.us

Designee for Maintenance Department:

Dave Mulvaney, Head Maintenance Engineer/Custodian

317 Maple Avenue East, Suite 181

Mora, MN 55051

Phone: (320) 679-6446

Fax: (320) 679-6441

Email: dave.mulvaney@co.kanabec.mn.us

Designee for Probation/Court Services Department:

Lucas Athey, County Court Services Director

317 Maple Avenue East, Suite 233

Mora, MN 56379

Phone: (320) 679-6450

Fax: (320) 679-6455

Email: lucas.athey@co.kanabec.mn.us

Designee for Public Works Department - Environmental Services:

Teresa Wickeham, Environmental Services Supervisor

903 Forest Ave E

Mora, MN 55051

Phone: (320) 679-6211

Fax: (320) 679-6304

Email: teresa.wickeham@co.kanabec.mn.us

Designee for County Veterans Service:

Erica Bliss, County VSO

317 Maple Avenue East, Suite 291

Mora, MN 55051

Phone: (320) 679-6380

Fax: (320) 679-6480

Email: erica.bliss@co.kanabec.mn.us

Designee for County Emergency Management:

Ashley Meier, Emergency Management Director

100 South Vine Street

Mora, MN 55051

Phone: (320) 679-8421

Fax: (320) 679-8422

Email: ashley.meier@co.kanabec.mn.us

Data Practices Compliance Official

Barbara McFadden, County Attorney

317 Maple Avenue East, Suite 202

Mora, MN 55051

Phone: (320) 679-6425

Fax: (320) 679-6426

DUTIES OF THE RESPONSIBLE AUTHORITY OR DESIGNEE**Data Practices Annual Report**

The responsible authority shall prepare a public document on data categories. The public document will contain the responsible authority's name, title, address, and description of each category of record, file, or process relating to private or confidential data on individuals maintained by the

county.

The public document shall be updated annually.

The responsible authority shall supply the document to the Minnesota Commissioner of Administration, if requested by the Commissioner.

The county will maintain the report on its web site.

Procedures For Dissemination of Data

The responsible authority shall ensure each department establishes procedures to manage the dissemination of data. Collection, storage, use, and dissemination of private and confidential data shall be limited to what is necessary for the administration and management of programs authorized or mandated by law.

Public data cannot be collected, stored, used, or disseminated for any purpose other than the purpose stated to the individual when the data was originally collected unless:

- The data was collected prior to 1975 in which case the data can be used for the original purpose for which it was collected or for an additional purpose approved by the Commissioner of Administration.
- There is specific authorization for the use in state, local, or federal law.
- The additional use has been approved by the Commissioner of Administration as necessary to carry out a function designated by law.
- The individual data subject has given an informed consent for the additional use of the data.

Data Protection

The responsible authority shall establish procedures to assure all data on individuals is accurate, complete, and current for the purpose for which it was collected and establish appropriate security safeguards for all data. An annual security assessment is included in this duty.

Kanabec County as required by Minn. Stat. §13.055 has implemented a protocol in the event of a breach of security of not public data. That protocol is incorporated in this manual as Appendix E.

COPY COSTS

Members of the Public

Kanabec County charges members of the public for copies of government data. These charges are authorized under Minnesota Statutes, section 13.03, subdivision 3(c).

You must pay for the copies before we will give them to you.

The following provides information about the allowable charge when the data requester *is not the subject of the data*. The copy charges discussed are based on the requirements of Minnesota Statutes, section 13.03, subdivision 3(c). The chart below includes links to Minnesota Rules, Chapter 1205 and Commissioner of Administration Advisory Opinions that help interpret the requirements in the statute. **Note:** In situations where specific charges are set by statute or rule, Kanabec County will follow the applicable statutory language, rather than the requirements described in this document.

100 or Fewer Paper Copies – 25¢ Per Page

The charge for copies is 25¢ for each page copied, or 50¢ for a two-sided copy, if the request is for 100 or fewer pages of black and white, letter or legal sized paper copies. This charge is a flat rate.

Most Other Copies – Actual Cost

For copies of other data (more than 100 paper copies, photographs, data on a CD or DVD, data stored electronically, etc.), when a charge is not set by statute or rule, is the actual cost of searching for and retrieving the data, and making the copies or electronically transmitting the data (e.g. sending the data by email). In determining the actual cost of making copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies. Minnesota Rules 1205.0300, subpart 4.

Data Subjects

Kanabec County charges data subjects for copies of government data. These charges are authorized under section 13.04, subdivision 3.

You must pay for the copies before we will give them to you.

Actual Cost of Making the Copies

In determining the actual cost of making copies, we factor in employee time, the cost of the materials onto which we are copying the data (paper, CD, DVD, etc.), and mailing costs (if any). If your request is for copies of data that we cannot reproduce ourselves, such as photographs, we will charge you the actual cost we must pay an outside vendor for the copies. The cost of employee time to make copies is based upon the employee's actual hourly wage.

May be included in actual cost	Rules & Opinion(s)	May not be included in actual cost	Rules & Opinion(s)
Employee time* to search for and retrieve data for copying	05-016	Employee time* to separate public from not public data	04-072
Employee time* to make copies	04-056	Operating expenses of copier (electricity, wear and tear, purchase, rental, etc.)	04-040, 04-072, 01-066
Cost of media (paper, CD ROMs, DVDs, etc.)	1205.0300, 04-040	Costs not related to copying (prepare fax cover sheet, invoice, etc.)	04-055
Mailing costs	1205.0300, 97-013	Obtaining and returning data to off-site storage	95-044
Employee time* to prepare copies (sort, label data, remove staples, paper clips, take data to copier)	1205.0300, 04-003	Sort or review data if not necessary for copying	04-072
Costs of reproduction that cannot be done by the entity (e.g., photographs)	95-044, 97-012	Sales tax	94-059, 99-024
		Verify accuracy of data	04-072
		Perform accounting functions	04-003
		Costs related to inspection	04-038

*The cost for employee time must be calculated based on the wages/salary (may include benefits) of the lowest-paid entity employee who could complete the task ([04-056](#)).

Chapter 13 does not allow an entity to charge a minimum fee for copies ([05-016](#)).

**Data Request Form – Members of the Public
Kanabec County**

Date of request: _____

I am requesting access to data in the following way:

Note: inspection is free but Kanabec County will charge for copies as outlined in this guide.

☐ Inspection ☐ Copies ☐ Both inspection and copies

These are the data I am requesting:

Note: Describe the data you are requesting as specifically as possible. If you need more space, please use the back of this form.

Contact Information:

Name: _____

Address: _____

Phone number: _____ Email address: _____

You do not have to provide any of the above contact information. However, if you want us to mail you copies of data, we will need some type of contact information. In addition, if we do not understand your request and need to get clarification from you, without contact information we will not be able to begin processing your request until you contact us.

Kanabec County will respond to your request as soon as reasonably possible.

Data Request Form – Data Subjects Kanabec County

Date of request: _____

To request data as a data subject, you must show a valid state ID, such as a driver's license, military ID or passport, as proof of identity.

I am requesting access to data in the following way:

Note: inspection is free but Kanabec County will charge for copies as outlined in this guide.

☐ Inspection ☐ Copies ☐ Both inspection and copies

These are the data I am requesting:

Note: Describe the data you are requesting as specifically as possible. If you need more space, please use the back of this form.

Contact Information

Data subject name _____

Parent/Guardian name (if applicable) _____

Address _____

Phone number _____ Email address _____

Signature of Data Subject or Parent/Guardian _____

Staff Verification

Identification provided _____

**Kanabec County will respond to your request within 10 business days
and will advise you when data will be ready if it is not reasonably possible
to have it ready in 10 business days.**

Standards for Verifying Identity Kanabec County

The following constitute proof of identity.

- ☐ An **adult individual** must provide a valid photo ID, such as
 - a state driver's license
 - a military ID
 - a passport
 - a Minnesota ID
 - a Minnesota tribal ID

- ☐ A **minor individual** must provide a valid photo ID, such as
 - a state driver's license
 - a military ID
 - a passport
 - a Minnesota ID
 - a Minnesota Tribal ID
 - a Minnesota school ID

- ☐ The **parent or guardian of a minor** must provide a valid photo ID *and either*
 - a certified copy of the minor's birth certificate *or*
 - a certified copy of documents that establish the parent or guardian's relationship to the child, such as:
 - a court order relating to divorce, separation, custody, foster care
 - a foster care contract
 - an affidavit of parentage

- ☐ The **legal guardian for an individual** must provide a valid photo ID *and* a certified copy of appropriate documentation of formal or informal appointment as guardian, such as:
 - court order(s)
 - valid power of attorney

Note: Individuals who do not exercise their data practices rights in person must provide *either* notarized or certified copies of the documents that are required *or* an affidavit of ID.

DATA SECURITY BREACH PROTOCOL

Part 1. Purpose.

This protocol is intended to assist Kanabec County in implementing the requirements of Minn. Stat. §13.055 that is intended to provide timely and appropriate notice to individuals who are affected by a breach of the security of their private or confidential data. All employees must immediately report known or potential breaches of security to the responsible authority and their supervisor. The County Attorney's Office in consultation with the affected department or office or Information Systems personnel as appropriate shall determine whether notice of the potential breach is required and if so how the notice will be provided. This protocol shall be integrated with **Kanabec County's Electronics Communications Policy (P-108)**, a copy of which is included and incorporated in the event a potential data breach or data breach involves electronic related data, resources or components.

Part 2. Definitions. Minn. Stat. §13.055, subd. 1 (in part)

Subpart A. Potential Data Security Breach. A situation or incident that provides a reasonable basis to believe not public data may have been compromised or accessed for a purpose not authorized by law or by a person or entity not authorized by law to have access to such data.

Subpart B. Breach of the security of the data. Breach of the security of the data means the unauthorized acquisition of data maintained by the county in any medium that compromises the security and classification of the data, but not including the good faith acquisition by an employee, contractor or agent of the county if not provided to an unauthorized person.

Subpart C. Contact Information. Contact information means either name and mailing address or name and e-mail address for each individual who is the subject of data maintained by the county.

Subpart D. Unauthorized acquisition. Unauthorized acquisition means a person has obtained government data without the informed consent of the individuals who are the subjects of the data or lacks statutory or other legal authority and with the intent to use the data for non-governmental purposes.

Subpart E. Unauthorized person. Unauthorized person means any person who accesses government data without permission or without a work assignment that reasonably requires the person to have access to the data.

Part 3. Guidelines

Subpart A. Reporting a Potential Breach. Any employee who knows of or reasonably believes breach of the security of private or confidential data may have occurred must immediately report to his or her supervisor and the county's responsible authority (RA).

The report should include the date and time of the report, when the breach occurred (if known); the type of data involved; the approximate number of affected individuals, if known, and other pertinent data. The attached form should be used for that purpose whenever reasonably possible.

Employees who in good faith report a potential or actual breach under these guidelines will not be subject to retaliation for making such a report.

Subpart B. Breach Affected Division Response Process. After a potential breach of security has been reported the responsible authority will work with the affected department or office to take necessary steps to contain and control the integrity of the data handling systems impacted by the potential or reported breach and conduct a preliminary internal assessment of the scope of the potential breach. Applicable Information Systems (IS) staff and security procedures or other guidelines may be consulted as set forth in this policy.

If the potential breach is on a county computing system that contains or has network access to private or confidential data, the RA shall consult with IS personnel and consider control measures that may include but are not necessarily limited to removing the computing system from the network.

- (a) **Determining Breach.** The RA shall consult with the affected staff supervisor to determine whether a breach of security of data has occurred.
- (b) **Incidents.** Examples of the types of incidents that may result in a notice-triggering breach include, but are not limited to:
 - i. Evidence of unauthorized access into a computer system containing private/confidential data;
 - ii. Missing documents or papers or stolen or missing laptop, desktop, storage device or other types of Information Systems resource containing files with private/confidential data;
 - iii. Documents containing private/confidential data sent in any form to a wrong recipient;
 - iv. IS Systems containing private/confidential data that has been compromised; or
 - v. Employee misuse of authorized access to or disclose of private or confidential data.
- (c) **Acquisitions.** Minn. Stat. §13.055, subd. 2 requires government entities to notify individuals if their private or confidential data has been or is reasonably believed to have been acquired by an unauthorized person. In making that determination the following factors among others may be considered:
 - i. Indications the data is in the physical possession and control of an unauthorized person such as a lost or stolen computer or other device or documents containing unprotected private or confidential data.
 - ii. Indications the data has been downloaded or otherwise acquired.
 - iii. Indications the data was used by an unauthorized person such as a fraudulent account opened or an instance of identity theft reported;

- iv. The encryption protection of the data, if any;
 - v. Duration of exposure;
 - vi. The extent to which the compromise of electronic data indicates a directed attack such as a pattern showing the device itself was specifically targeted; or
 - vii. Indications the attack was intended to seek and collect private or confidential data.
1. **Timing of Notification.** If a breach has been determined in most instances the affected department or office has primary responsibility to notify affected individuals and may be assisted by the RA. Notice is to occur without unreasonable delay. Notice may be delayed due to a) the legitimate needs of a law enforcement agency; or b) any measures necessary to determine the scope of the breach and restore the reasonable security of the data.

Immediate notification may be appropriate in the event of a breach that could have immediate deleterious impact on individuals whose data may have been acquired by an unauthorized person.

2. **Contacting Law Enforcement.** The RA or designee(s) shall contact law enforcement agencies if the breach of security is believed to involve illegal activities. Data may be shared with law enforcement consistent with applicable data practice laws. If law enforcement is contacted it should be informed of the County's practice to provide notice to affected individuals. If law enforcement advises such notice would impede an active criminal investigation notice may be delayed. Delayed notice should be sent out as soon as law enforcement advises it would no longer impede the criminal investigation.
3. **Whom to Notify.** The RA in consultation with other appropriate county personnel, including but not limited to the affected department or office, shall determine the scope of the notice. Notice of a breach must be provided to any individual whose private or confidential data has been or is reasonably believed to have been acquired by an unauthorized person. If specific individuals cannot be identified notice should be sent to groups of individuals likely to have been affected such as all whose data is stored in the database of files involved in the breach. Measures should be taken to prevent notice lists from being over-inclusive. If questions arise regarding the scope of the notice required the County Attorneys' Office may be contacted for guidance.

Subpart C. Notice.

1. **Content.** The RA or designee shall consult with the affected department or office on the wording of a notice. IS personnel may also be consulted where appropriate. Notices shall generally be sent separate from other documents. The notice should use clear and plain language.

The following should generally be included in the notice:

- (a) A general description of what happened and when to the extent known.
- (b) The nature of the individual's private or confidential data that was involved, but not listing the specific private/confidential data.
- (c) Information about what the county has done to protect the individual's private/confidential data from further disclosure.
- (d) Institution assistance such as website information or telephone number for further information about the incident.
- (e) Information such as Web sites about what individuals can do to protect themselves against identity theft including contact information for nationwide credit reporting agencies.

2. **Method of Notification.** The RA in consultation with the affected division shall determine the appropriate method of notice as follows.

- (a) **Written notice** by first class mail to each affected individual; or
- (b) **Electronic notice** to each affected individual if communication normally occurs in that medium and the procedure is otherwise consistent with the provisions regarding electronic records and signatures contained in 15 U.S.C. 7001.
- (c) **Substitute notice** may be provided if the cost of providing the written notice required to each affected individual would exceed \$250,000 or the affected class of individuals to be notified exceeds 500,000 or the county does not have sufficient contact information to notify affected individuals. Substitute notice consists of all the following:
 - (i) **E-mail notice** if the county has an e-mail address for the affected individuals;
 - (ii) **Conspicuous posting** of the notice on the county website for a minimum of 45 days and
 - (iii) **Notification to major media** outlets that reach the general public.

Subpart D. Coordination with Credit Reporting Agencies. Credit reporting agencies assist individuals in responding to a notice of a security breach. Such agencies should be notified in advance of sending notice of security breach incidents that may significantly increase calls to agencies for assistance.

If notice is required to be given to 1,000 or more individuals at one time the county shall notify without unreasonable delay all consumer reporting agencies that compile and maintain files on consumers on a nationwide basis as defined in 15 U.S.C. 1681a, of the timing, distribution and content of the notice to be sent. Such contacts shall include but not be limited to the following:

- Equifax:
U.S. Consumer Services
Equifax Information Services, LLC.
Phone: 1-800-525-6285
- Experian:

Experian Security Assistance
P.O. Box 72
Allen, TX 75013
1-888-397-3742

- TransUnion:
Phone: 1-800-680-7289

Subpart E. Documentation. The RA or designee must complete a Breach of Security Incident Response Summary for each reported breach regardless of whether notice is given. The form should be completed beginning at the time of the initial report or as soon thereafter as reasonably practical.

Where appropriate all documentation related to the breach and investigation shall be labeled and maintained as not public pursuant to the applicable data privacy classification including but not limited to, “security information” as defined by Minn. Stat. 13.37, Subd. 1(a). The form shall be retained by the responsible authority in accordance with the applicable records retention policy.

Potential Not Public Data Breach Report

Name of Reporting Person(s): _____

Department or Office: _____

Email: _____

Telephone Number: _____

Date of Report: _____ Time of Report: _____

Date and Time of Discovery of Potential Breach: _____

To Extent Known Date and Time of Potential Breach: _____

Type of Data Involved: _____

Method of Breach to Extent Known or Suspected: _____

Number of Affected Persons: _____

Additional Comments: _____

Signature of Reporting Person

This report must be promptly completed and forwarded to Kanabec County Attorney Barbara McFadden.

For any assistance or questions, contact Kanabec County Attorney Barbara McFadden.

INFORMED CONSENT FOR THE RELEASE OF DATA

I, _____
(Name of individual authorizing release)
authorize _____
(Name of individual, entity, or person holding record)
to disclose
to _____
(Name of individual, entity, or person to receive the data)

the following information:

for the purpose of:

I understand this data may be protected under state and/or federal privacy laws and may not be disclosed without my written consent unless otherwise provided for by state or federal law. I understand once this data is released it may be subject to further disclosure without my written consent. I also understand I may revoke this consent at any time except to the extent that action has been taken in reliance on it and in any event this consent expires or as described below, whichever is earlier.

On specification of the date or condition upon which this consent expires:

Executed this _____ day of _____, 20 _____.

(Signature of individual authorizing release)

(Printed name)

(Signature of parent, guardian, or authorized representative, when required)

(Printed name)

Agenda Item #7b

December 19, 2023

REQUEST FOR BOARD ACTION

a. Subject: Consider adoption of the Updated Kanabec County Employee Drug, Cannabis, Alcohol, and Tobacco Policy	b. Origination: Coordinator's Office
c. Estimated time: 5 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Resolution #___ - 12/19/23

Adoption of Kanabec County Employee Drug, Cannabis, Alcohol, and Tobacco Policy

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

WHEREAS, the Employee Drug and Alcohol Policy was adopted by motion of the Kanabec County Board of Commissioners at its regular meeting of April 13, 2011 and was modified on July 27, 2011; and

WHEREAS, as a result of changes to Minnesota's cannabis/marijuana laws, said policy was subsequently modified on December 19, 2023 and retitled Employee Drug, Cannabis, Alcohol, and Tobacco Policy; and

WHEREAS, the policy modifications were made by legal counsel;

THEREFORE, BE IT RESOLVED, the Kanabec County Board of Commissioners hereby adopts the Kanabec County Employee Drug, Cannabis, Alcohol, and Tobacco Policy with an effective date of December 19, 2023;

BE IT FURTHER RESOLVED, the Kanabec County Board of Commissioners hereby retains the right to modify this policy at any time as needed.

f. Background:

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

Policy: P-103 A
Approved: 12-19-23
Effective: 12-19-23
Supersedes (Eff): 07-27-11

KANABEC COUNTY EMPLOYEE DRUG, CANNABIS, ALCOHOL, AND TOBACCO POLICY

I. POLICY STATEMENT

This Policy is applicable to all employees, officials, volunteers, and applicants for employment of Kanabec County. The County is committed to maintaining a tobacco, drug, marijuana, tetrahydrocannabinols, cannabis/hemp-derived products (as defined herein), and alcohol-free workplace. Kanabec County recognizes that it has a responsibility to comply with the requirements of the Minnesota Statutes, sections 144.411 to 144.417 (as amended), commonly known as the Minnesota Clean Indoor Air Act, the federal Drug Free Workplace Act of 1988 (Public Law 100-670) (as amended), and the Minnesota Drug and Alcohol Testing in the Workplace Act, Minnesota Statutes, sections 181.950 et. seq. (as amended). The purpose of this policy is to set forth the County's policy regarding alcohol, cannabis, tobacco, and other drug use, including unlawful drug use or abuse in the workplace.

In an effort to provide a healthy, comfortable, and productive working environment for employees, alcohol, and drug use, including marijuana use and the use of cannabis (as defined herein) **is prohibited** in all County facilities, vehicles, and equipment, and on County grounds and all spaces rented by the County. Tobacco may be used only in designated areas on County grounds.

Employees, officials, and volunteers are expected to abide by this policy at all times during their scheduled work/volunteer day, including, but not limited to, breaks and periods of overtime work.

II. APPLICATION

This policy shall be applicable to all job applicants and employees of Kanabec County, including employees covered by a collective bargaining agreement.

This policy does not apply to employees who perform duties for the public transit department who are covered by the testing provisions of the Federal Omnibus Transportation Employee Testing Act. Those Public Transit employees shall be subject to the provisions of Policy P-103B.

III. NON-DISCRIMINATION

In accordance with Minnesota Statutes, section 363A.03, subdivision 36(2) (as amended), for purposes of this policy and employment with the County, the term “disability” does not include any condition resulting from alcohol or other drug abuse which prevents a person from performing essential functions of the job or creates a direct threat to property or the safety of any person. Acts involving tobacco, drug, marijuana, tetrahydrocannabinols, cannabis/hemp derived-products (as defined herein), and alcohol use in the workplace and/or which adversely affect job performance or the County’s interest will be dealt with promptly, fairly, and firmly.

IV. DEFINITIONS

For purposes of this policy, the words defined have the meanings ascribed to them, unless such a definition is contrary to applicable law. In the case of such a conflict, the definition contained in the applicable law shall control.

A. “Adversely affects work performance” and “under the influence” means:

- (1) the employee tests positive for drugs or alcohol as outlined below, is perceptibly impaired, or has impaired alertness, coordination, reactions, responses, or effort;
- (2) the employee's condition threatens the safety of the employee or others;
- (3) if the employee’s condition or behavior presents the appearance of unprofessional or irresponsible conduct detrimental to the public’s perception of Kanabec County as an employer as determined by the supervisor or others; or
- (4) in the judgment of the employee’s supervisor, the employee's ability to perform his or her job safely and/or effectively is affected by the use of drugs, controlled substances, marijuana, tetrahydrocannabinols, cannabis/hemp-derived products (as defined herein), and/or alcohol.

B. “Controlled substances” means a drug, substance, or immediate precursor identified in Schedules I through V of Minnesota Statutes, section 152.02 (as amended). .

C. “Cannabis” means cannabis flower as defined in Minnesota Statutes, section 342.01, subdivision 16, cannabis products as defined in Minnesota Statutes, section 342.01, subdivision 20, lower-potency hemp edibles as defined in Minnesota Statutes, section 342.01, subdivision 50, and hemp-derived consumer products as defined in Minnesota Statutes, section 342.01, subdivision 37.

D. “Mood alter(ing)” means changed behavior which may limit an employee's ability to safely, efficiently, and professionally perform job duties, or poses a threat to the safety of the employee or others.

- E. "Reasonable suspicion" means a basis for forming a belief based on specific facts and rational inferences drawn from those facts. Reasonable suspicion is based upon, but not limited to, specific, current, unexplainable observations concerning appearance, behavior, speech, or body odors.
- F. "Work related alcohol and other drug abuse" means the use of mood-altering drugs, including all forms of alcohol, narcotics, depressants, stimulants, hallucinogens, methamphetamines, and the use of prescription drugs when resulting behavior or appearance adversely affects work performance.
- G. "Safety-sensitive position" means a job, including any supervisory or management position, in which an impairment caused by drug, alcohol, or cannabis usage would threaten the health or safety of any person. Safety-sensitive positions include, but are not limited to, law enforcement, public health nurses, social workers, and those providing care for children, vulnerable adults, and mental health patients.
- H. "Facilities" means any defined area created to serve a particular County function such as work areas, corridors, restrooms, lunchrooms, break rooms, elevators, elevator lobbies, stairways, courtrooms, private offices, storage areas, loading docks and areas, recreation rooms, recreation areas, meeting rooms, conference rooms, and interior building open spaces such as foyers, atriums, etc.
- I. "Vehicles" means automobiles, trucks, tractors, squad cars, pickups, motor graders, and enclosed operating areas on machinery, motorboats, and any other mode of transportation.
- J. "Tobacco Use" means the use of any tobacco product as defined below whether the tobacco is chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested. Tobacco use includes inhaling or exhaling smoke from any lighted cigar, cigarette, pipe, or any other lighted tobacco or plant product as well as carrying a lighted cigar, cigarette, and pipe or any other lighted tobacco or plant product intended for inhalation.
- K. "Electronic cigarettes" means any device simulating the act of smoking, also known as vaping. Electronic cigarettes include but are not limited to e-cigarettes, personal vaporizers, and devices that use cartomizers or atomizers.
- L. "Tobacco Products" means any product containing, made or derived from tobacco or similar synthetic or herbal substance intended for human consumption. Tobacco products, include but are not limited to cigars; little cigars; cheroots; stogies; periques; granulated, plug cut, crimp cut, ready rubbed and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine-cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco,

cigarettes and other kinds and forms of tobacco. This definition does not include products that are designed to aid in smoking or tobacco use cessation as recommended by recognized medical practitioners.

V. PROHIBITED ACTS

A. Reporting to Work Under the Influence

No employee, official, or volunteer shall report to work or volunteer opportunity, travel to or from work or volunteer opportunity in a County vehicle, represent the County away from the workplace during or outside of regular work hours, or be on call under the influence of alcohol, cannabis, controlled substances, or other mood altering drugs that adversely affect his or her work performance, alertness, coordination, reaction, response, judgment, decision-making, or safety.

B. Operation of Machinery, Equipment, or Vehicles Under the Influence

No employee, official, or volunteer shall operate, use, or drive equipment, machinery, or vehicles in the performance of his or her duties while under the influence of alcohol, cannabis, controlled substances, or other mood-altering drugs. All employees, officials, and volunteers must immediately notify his or her supervisor if he or she is not in appropriate mental or physical condition to operate, use, or drive equipment, machinery, or vehicles in the performance of his or her duties.

C. Drug Free Workplace

During work hours, while on the County's premises, or wherever the County's work is being performed, no employee, official, or volunteer shall manufacture, distribute, dispense, possess, sell, or use any controlled substance, cannabis other mood-altering drug, or drug paraphernalia, except such medication that is medically prescribed and in accordance with the prescribing health care provider's directions. This prohibition does not apply to Sheriff's Office employees taking actions in accordance with Sheriff's Office policies.

D. Use and Possession of Alcohol

As a condition of employment, no employee shall be in possession of alcoholic beverages of any kind, or engage in the manufacture, distribution, dispensation, possession, sale, or use of alcoholic beverages on or in any County property, including any vehicles, with the exception of sealed containers in motor vehicles or as may be expressly authorized by the County Board pursuant to a temporary license.

E. Use and Possession of Cannabis

As a condition of employment, no employee shall be in possession of cannabis of any kind, or engage in the manufacture, distribution, dispensation, possession, sale, or use of cannabis of any kind on or in any County property, including any vehicles, with the exceptions of lawfully possessed sealed containers in motor vehicles, or possession of cannabis in accordance with a prescription issued by a healthcare provider.

F. Smoking and the Use of Tobacco

Smoking and/or the use of tobacco products, and/or electronic cigarettes is not allowed in or on any County facilities, County vehicles, and the twenty-foot space around entrances to County facilities. Smoking and/or the use of tobacco products, and/or electronic cigarettes may be conducted only in designated areas on County grounds.

The Minnesota Clean Air Act does not prohibit smoking by a Native American as part of a traditional Native American spiritual or cultural ceremony. Therefore, the use of tobacco for this purpose, with prior approval by the County, is not a violation of this policy. For purposes of this section, a Native American is a person who is a member of an Indian tribe as defined in Minnesota Statutes, section 260.755, subdivision 12 (as amended).

G. Use and Possession of Medications

All employees, officials, and volunteers who are legally using medically authorized drugs, medications, cannabis, or controlled substances that may adversely affect or alter his or her work performance, have an affirmative duty to notify the appropriate Department Head or Human Resources Director of his or her use of the drug, medication, cannabis, or controlled substance by the start of the employee's, official's, or volunteer's scheduled duties. "Alter" means changed behavior which may limit an employee's ability to safely, efficiently and professionally perform job duties, or the behavior poses a threat to the safety of the employee or others. Such employees may be sent home and/or prohibited from reporting to work while legally using or under the influence of such medications, drugs, cannabis, or controlled substances.

VI. CONSEQUENCE OF VIOLATIONS

- A. Engaging in off-duty sale, purchase, transfer, use or possession of illegal controlled substances may have a negative effect on an employee's ability to perform the job. In such circumstances, the employee may be subject to discipline in employment, up to and including termination, in addition to any other criminal or other sanctions.

- B. In addition to possible criminal prosecution, violations of this policy may constitute just cause for discipline, including possible discharge or the requirement of assessment and satisfactory participation in a drug abuse assistance or rehabilitation program. Each situation will be evaluated on a case-by-case basis depending upon the severity and circumstances involved.
- C. Each employee shall cooperate with the County in any investigation into the possible violation of this policy. When there is reasonable belief that drugs, cannabis, controlled substances, or alcohol are present on the County premises, in County vehicles, in the possession of an employee, or in his or her desk or other container, the County reserves the right to conduct a search. Information regarding suspected illegal activity by an employee may be reported to law enforcement authorities. Nothing in this policy shall be construed as implying or stating that any employee has a right to privacy in any property owned or operated by the County. The County reserves the right to search any the County property, including all vehicles, desks, and other containers provided to the County employees, at any time, with or without reasonable suspicion.
- D. Nothing in this policy shall be construed as requiring the County to wait until an employee is convicted of a crime before imposing disciplinary action.
- E. Exceptions: During work or duty hours, or while on County premises, no employee, official, or volunteer shall use, possess, or transfer alcoholic beverages, drugs, or cannabis, with the following exceptions:
 - (1) When required to do so as part of official job duties, Sheriff's Office employees may consume, possess, sell, or purchase alcohol, cannabis, and/or drugs in accordance with Sheriff's Office policies.
 - (2) The legal possession of sealed containers containing alcohol in an employee's, official's, or volunteer's personal vehicle on the County's premises.
 - (3) The legal possession of cannabis in an employee's, official's, or volunteer's personal vehicle on the County's premises.
- F. Any violation of this policy may result in discipline, up to and including immediate termination of employment or volunteer status.

VII. NOTIFICATION OF LAW ENFORCEMENT AND LICENSING BOARDS

Department heads, department head designees, and supervisors shall notify the appropriate law enforcement agency when they have reasonable suspicion to believe

that an employee may have illegal drugs in his/her possession at work or on County premises. Where appropriate, county agencies shall also notify licensing boards.

VIII. EMPLOYEE REPORTING REQUIREMENTS

No employee, while on duty or conducting the business of the County, shall engage or attempt to engage, or conspire to engage in conduct that would violate any law or ordinance concerning drugs, cannabis, or alcohol, regardless of whether a criminal conviction results from the conduct.

As a condition of employment, every employee must notify the County's Director of Human Resources of any arrest for any drug, cannabis, controlled substance, or alcohol-related crime, including violations of any criminal drug statute, no later than five (5) days after such arrest.

Any employee who operates a motor vehicle, including their own vehicle, during the course and scope of his or her job duties shall have an affirmative duty to immediately notify both their Department Head and the Human Resources Director no later than one (1) business day after any arrest or citation for driving under the influence of illegal drugs, marijuana, tetrahydrocannabinols, cannabis/hemp-derived products, alcohol, or controlled substances.

Any employee who received a criminal drug statute conviction, if not discharged from employment, must within thirty (30) days, satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such a purpose by a Federal, State, or local health, law enforcement, or other appropriate agency if recommended by a substance abuse counselor in relation to such conviction.

The County shall notify any impacted granting agency within ten (10) days after receiving notice of a criminal drug statute conviction from an employee or otherwise receiving actual notice of such conviction.

IX. EMPLOYEE ASSISTANCE PROGRAM

Kanabec County has in place a formal Employee Assistance Program to assist employees in addressing problems such as alcohol, cannabis, or other drug abuse. Employees who may have an alcohol, cannabis, or other drug abuse problem are encouraged to seek a professional assessment through the Employee Assistance Program before the problem affects their employment status. An employee may choose to voluntarily participate in this program or may be required by their physician.

X. DRUG, CANNABIS, AND ALCOHOL TESTING

This Policy is intended to conform to the provisions of the Minnesota Drug and Alcohol

Testing in the Workplace Act (Minnesota Statutes, sections 181.950 – 181.957) (as amended), as well as the requirements of the Federal Drug Free Workplace Act of 1988 (41 U.S.C. 701-707) (as amended).

A. Definitions

Notwithstanding any other definition in the County's policies, for the purpose of this policy, the following terms are defined as follows. To the extent that these definitions are inconsistent with applicable law, the definition provided in law shall control:

Confirmatory Test and Confirmatory Retest: a drug, cannabis, or alcohol test that uses a method of analysis allowed by the Minnesota Drug and Alcohol Testing in the Workplace Act to be used for such purposes.

Drug: a controlled substance as defined in Minnesota Statutes, section 152.01, subdivision 4; or a controlled substance listed in Schedule I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812), and as further defined by regulation at 21 C.F.R. 1300.11 through 1300.15. For purposes of the County's drug, cannabis, and alcohol policy, the term "drug" does not include cannabis (as defined herein), except where otherwise provided by law or in this policy, including for those positions for which cannabis is considered a drug, as defined in this Section.

Drug and Alcohol Testing: the analysis of a body component sample approved according to the standards established by the Minnesota Drug and Alcohol Testing in the Workplace Act for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested. "Drug and alcohol testing," "drug or alcohol testing," and "drug or alcohol test" do not include cannabis or cannabis testing, unless stated otherwise herein.

Cannabis Testing: the analysis of a body component sample according to the standards established under one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1, for the purpose of measuring the presence or absence of cannabis or cannabis metabolites in the sample tested.

Drug Paraphernalia: the meaning as defined in Minnesota Statutes, section 152.01, subdivision 18.

Employee: a person, independent contractor, or person working for an independent contractor who performs services for the County for compensation, in whatever form, including any employee directly engaged in the performance of work pursuant to the provision of any federal grant or contract.

Initial Screening Test: a drug, cannabis, or alcohol test which uses a method of analysis allowed by the Minnesota Drug and Alcohol Testing in the Workplace Act to be used for such purposes.

Positive Test Result: a finding of the presence of alcohol, drugs, cannabis, or their metabolites in the sample tested in levels at or above the threshold detection levels contained the standards of one of the programs listed in Minnesota Statutes, section 181.953, subdivision 1.

Reasonable Suspicion: a basis for forming a belief based on specific facts and rational inferences drawn from those facts. Reasonable suspicion is based upon, but not limited to, specific, current, unexplainable observations concerning appearance, behavior, speech, or body odors.

Under the Influence: either (a) having the presence of a drug or alcohol at or above the level of a positive test result; (b) having consumed any amount of alcohol for a period of four (4) hours prior to reporting for work, or (c) being impaired in any manner from alcohol, cannabis, or a controlled substance when reporting for work, while on duty, on the County's premises, while operating any County vehicle, machinery or equipment, or when performing any County business, except (1) pursuant to a valid medical prescription used as properly instructed; or (2) the use of over-the-counter controlled substance used as intended by the manufacturer.

Valid Medical Reason: means (1) a written prescription, or an oral prescription reduced to writing, which satisfies the requisites of Minnesota Statutes, section 152.11, and names the employee as the person for whose use it is intended; and (2) a drug prescribed, administered, and dispensed in the course of professional practice by or under the direction and supervision of a licensed doctor, as described in Minnesota Statutes, section 152.12; and (3) a drug used in accord with the terms of the prescription. Use of any over-the-counter medication in accord with the terms of the product's direction shall also constitute a valid medical reason.

Conviction: a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of federal or state criminal statutes involving manufacture, sale, distribution, dispensation, use or possession of drugs, any controlled substance, cannabis, and/or alcohol.

Drug Free Workplace: a site for the performance of work done in connection with any Federal grant or contract at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Job Applicant: a person, independent contractor, or person working for an independent contractor who applies to become an employee of the County, and it includes a person who has received a job offer made contingent on the person passing drug or alcohol testing.

Safety-Sensitive Position: a job, including any supervisory or management position, in which an impairment caused by drug, cannabis, or alcohol usage would threaten the health or safety of any person.

Random Selection Basis: a mechanism for selection of employees that (1) results in an equal probability that any employee from a group of employees subject to the selection mechanism will be selected; and (2) does not give the County discretion to waive the selection of any employee selected.

A Position for which cannabis is considered a drug:

- a. A safety-sensitive position, as defined herein;
- b. A peace officer position, as defined in Minnesota Statutes, section 626.84, subdivision 1;
- c. A firefighter position, as defined in section 299N.01, subdivision 3;
- d. A position requiring face-to-face care, training, education, supervision, counseling, consultation, or medical assistance to:
 - i. Children;
 - ii. Vulnerable adults, as defined in Minnesota statutes, section 626.5572, subdivision 21 (as amended); or
 - iii. Patients who receive health care services from a provider for the treatment, examination, or emergency care of a medical, psychiatric, or mental condition;
- e. A position requiring a commercial driver's license or requiring an employee to operate a motor vehicle for which state or federal law requires drug or alcohol testing of a job applicant or an employee;
- f. A position of employment funded by a federal grant; or
- g. Any other position for which state or federal law requires testing of a job applicant or an employee for cannabis.

- B. All alcohol, cannabis, and/or drug testing undertaken by Kanabec County shall be in accordance with the Minnesota Drug and Alcohol Testing in the Workplace Act, Minnesota Statute, sections 181.950 – 181.957. All testing shall be conducted by a testing laboratory which meets the licensing, accreditation or certification criteria for drug testing as set forth in Minn. Stat. §181.953, subd. 1.
- C. The testing laboratory for the County must be certified to perform controlled substance testing according to DHHS regulations and shall be established by resolution of the County Board.
- D. Drug, Cannabis, and Alcohol Testing may be required in the following circumstances:
 - 1. Job Applicant Testing. The County may request or require a job applicant to undergo drug and alcohol testing provided a job offer has been made to the applicant, and the same test is requested or required of all job applicants conditionally offered employment for that position. The County will not request or require a job applicant to undergo cannabis testing solely for the purpose of determining the presence or absence of cannabis as a condition of employment, **unless** the applicant has applied for position for which cannabis is considered a drug, as defined herein. (See Section X. Definitions- A Position for which cannabis is considered a drug)

Unless otherwise required by state or federal law or unless the applicant has applied for a position for which cannabis is considered a drug, as defined herein (See Section X. Definitions- A Position for which cannabis is considered a drug), the County will not refuse to hire a job applicant solely because the applicant submits to a cannabis test or a drug and alcohol test and the results of the test indicate the presence of cannabis. If the job offer is withdrawn, the County shall notify the applicant of the reason for its action. Applicants shall have no right to participate in a chemical dependency treatment program.

- 2. Reasonable Suspicion Testing. Employees may be required to undergo drug, cannabis, and alcohol testing if the employer has a reasonable suspicion that the employee:
 - a. Is under the influence of drugs or alcohol while the employee is working or conducting the business of the County or while the employee is on the County's premises or operating the County's vehicle, machinery, or equipment;
 - b. Has violated the County's written work rules prohibiting the use, possession, sale, or transfer of drugs, alcohol, or cannabis while the employee is working or while the employee is on the employer's premises or operating the employer's vehicle, machinery, or equipment, provided the

work rules are in writing and contained in the employer's written cannabis testing or drug and alcohol testing policy;

- c. Has sustained a personal injury as defined in Minnesota Statutes, section 176.011, subdivision 6, or has caused another employee to sustain a personal injury; or
- d. Has caused a work-related accident, or was operating or helping to operate machinery, equipment, or vehicles involved in such a work-related accident.

Nothing in this policy shall be construed as requiring the County to test any employee for the presence of drugs, cannabis, or alcohol. The County reserves the right to discipline or discharge an employee for violation of workplace rules and policies based on evidence other than the results of a drug, cannabis, and/or alcohol test.

- 3. Treatment Program Testing. The County may request or require an employee to undergo cannabis testing and drug and alcohol testing if the employee has been referred by the employer for substance use disorder treatment or evaluation or is participating in a substance use disorder treatment program under an employee benefit plan, in which case the employee may be requested or required to undergo cannabis testing and drug or alcohol testing without prior notice during the evaluation or treatment period and for a period of up to two years following completion of any prescribed substance use disorder treatment program. The treatment and evaluation referral shall be consistent with County policy. Nothing in this policy shall require the County to offer or require such referral outside the requirements of statute following testing.
- 4. Random Testing. Employees holding safety-sensitive positions, as defined herein, may be subject to drug and alcohol testing on a random selection basis. "In addition, the County will test employees for drug or alcohol testing on a random basis in compliance with the regulations issued by the United States Department of Transportation.

F. Test Refusal.

- 1. Employee's Right to Refuse. If any employee refuses to undergo drug, cannabis, or alcohol testing requested or required by the County or whose behavior prevents meaningful completion of the drug, cannabis, or alcohol testing, the employee shall not be permitted to perform safety-sensitive functions and the employee may be discharged from employment on grounds of insubordination and any other appropriate grounds.

2. Job Applicant's Right to Refuse. An applicant who refuses to take a drug, cannabis, and alcohol test shall be disqualified from further consideration for the conditionally offered position.
3. Employee's Refusal on Religious Grounds. An employee who refuses to submit to drug, cannabis, or alcohol testing of a blood sample based upon religious grounds may comply with the request for testing by submitting to a urine test. Such a request in those circumstances shall not be deemed a refusal. However, if the employee also refuses to submit a urine sample for drug, cannabis, or alcohol testing, the employee will be deemed to have refused to submit to drug, cannabis, or alcohol testing and shall be subject to the consequences set forth in paragraphs 1 and 2, above.
4. Job Applicant's Refusal on Religious Grounds. No job applicant who refuses to undergo drug or alcohol testing of a blood sample upon religious grounds shall be deemed to have refused unless the employee also refuses to undergo drug or alcohol testing of a urine sample.

G. Consequences of Employee Drug, Cannabis, Alcohol, and Tobacco Policy Violations

1. An employee violating the Kanabec County Employee Drug, Cannabis, Alcohol and Tobacco Policy may be referred to treatment and/or be subject to disciplinary action up to and including termination of employment. Each situation will be reviewed on a case-by-case basis evaluating the severity and circumstances involved. Employees, officials, and volunteers may be subject to discipline, up to and including the termination of employment or volunteer status for engaging in the off-duty sale, purchase, transfer, use, or possession of alcohol, cannabis/hemp-derived products, illegal drugs, controlled substances, or drug paraphernalia if such sale, purchase, transfer, use, or possession adversely affects his or her work performance or performance of volunteer duties or creates a conflict of interest or the appearance of a conflict of interest with responsibilities owed by the employee or volunteer to the County. Such discipline may be imposed in addition to any criminal or other sanctions resulting from the off-duty conduct or behavior.
2. An employee will not be disciplined or discharged on the basis of a positive test result that has not been verified by a confirmatory test. An employee will not be discharged based on the employee's first confirmed positive test result unless: (1) the county has given the employee an opportunity to participate, at the employee's own expense or pursuant to coverage under an employee benefit plan, in either a drug, cannabis, or alcohol counseling or rehabilitation program, whichever is appropriate, as determined by the County after consultation with a certified chemical use counselor or physician trained in the diagnosis and treatment of the chemical dependency; and (2) the employee has either refused to participate in the

counseling or rehabilitation program or has failed to successfully complete the program, as evidenced by withdrawal from the program before its completion or by a confirmed positive test result after completion of the program. If the Employer has reason to doubt the validity of the initial certification of completion by the chemical use counselor or physician, the Employer may, at its own expense require the Employee to get a second opinion from a counselor or physician selected by the Employer. The counselor or physician giving the second opinion may not be an Employee of the Employer or even retained by the Employer on a regular basis.

3. Disciplinary actions taken pursuant to this policy are appealable pursuant to the procedures established in the Employer's personnel policy and rules or any applicable collective bargaining agreement, but not both. In the event an employee subject to a collective bargaining agreement alleges a violation by the employer of the Kanabec County Employee Tobacco, Drug, Cannabis, and Alcohol Policy, the employee may file a grievance as set forth in the collective bargaining agreement.
4. Nothing in this policy limits or restricts the right of the Employer to discipline or discharge an employee for conduct which violates the Employer's policies or rules provided the employee is not tested for controlled substances or alcohol.
5. Employees, officials, and volunteers who conduct County business subsequent to the intake of alcohol or a controlled substance may be subject to discipline, up to and including termination of employment or volunteer status, if his or her condition or behavior adversely affects the employee's, official's, or volunteer's work performance or performance of volunteer duties.

XI. PROCEDURE FOR TESTING

- A. Test Sample. The test sample shall be obtained in a private setting, and the procedures for taking the sample shall ensure privacy to employees and job applicants to the extent practicable, consistent with preventing tampering with the sample. All test samples shall be obtained by or under the direct supervision of a health care professional at a medical facility of the County's selection in compliance with the Minnesota Drug and Alcohol Testing in the Workplace Act (as amended).
- B. Transport. The supervisor shall make arrangements for the transport of any employee subject to testing to an appropriate testing site.
- C. Identification of Samples. Each sample shall be sealed into a suitable container free of any contamination that could affect test results, be immediately labeled with the subject's employee identification number, be initialed by the subject, and be signed and dated by the person witnessing the sample.

- D. Chain of Custody. The County shall ensure that a written record of the chain of custody of the sample is maintained and ensure the proper handling of the sample in compliance with the provisions of the Minnesota Drug and Alcohol Testing in the Workplace Act (as amended) pertaining to the chain of custody.
- E. Laboratory. The County shall use the services of a testing laboratory that meets the criteria of Minnesota Statutes, section 181.953, subdivision 1. However, no drug or alcohol test or cannabis test shall be conducted by a testing laboratory owned and operated by the County.
- F. Methods of Analysis. The testing laboratory shall use methods of analysis and procedures to ensure reliable drug and alcohol testing results and cannabis testing results, including both standards for initial screening tests and confirmatory tests. The testing laboratory shall perform each test analysis in accordance with the standards established by Minnesota Statutes, section 181.953, subdivision 1.
- G. Retention and Storage. All samples that produced a positive result shall be retained and properly stored by the testing laboratory for at least six (6) months.
- H. Test Report. The testing laboratory shall prepare a written report indicating the drugs, cannabis, alcohol, or their metabolites tested for, the types of tests conducted, and whether the test produced negative or positive test results. The testing laboratory shall disclose that report to the County within three (3) working days after obtaining the final result.

XII. CONFIDENTIALITY

- A. A laboratory that has conducted a test on a sample may disclose to the employer the test result data regarding the presence or absence of drugs, cannabis, or alcohol or their metabolites in the sample.
- B. Test result reports, as well as other information gathered during the testing process, are private data on individuals and cannot be disclosed by the employer or the laboratory to any other employer or to any third-party individual, private organization, or governmental agency without the written consent of the employee or applicant tested.
- C. In a few cases, exceptions are made to the general rule requiring information from testing to remain confidential. First, the information can be used in an arbitration proceeding conducted under a collective bargaining agreement, an administrative hearing, or a judicial proceeding, as long as it is relevant to the proceeding. Second, it may also be disclosed to federal agencies or as required by federal law, regulation, order, or in accordance with a federal government contract.

- D. Information may be disclosed to a substance abuse treatment facility for the purpose of evaluating or treating the employee.
- E. Positive test results from an employer drug, cannabis, or alcohol testing program are not admissible in any criminal proceeding against the employee or applicant.

XIII. RIGHTS OF EMPLOYEES AND JOB APPLICANTS

- A. Before requesting an employee or job applicant to undergo testing under this policy, the employee or applicant shall be provided with a form (Appendix A) which includes acknowledgment that the employee or applicant has seen this policy.
- B. Before requiring an employee to undergo drug, cannabis, or alcohol testing, the County shall provide the individual with a form on which to (1) acknowledge that the individual has seen a copy of the County's Drug, Cannabis, Alcohol and Tobacco Policy, and (2) indicate any over-the-counter or prescription medications that the individual is currently taking or has recently (within the last month) taken, and any other information relevant to the reliability of, or explanation for, a positive test result, and (3) indicate consent to undergo the drug, cannabis, and alcohol testing.
- C. Job Applicant's Notification Form. Before requesting a job applicant to undergo drug or alcohol testing or requesting cannabis testing, the County shall provide the individual with a form on which to (1) acknowledge that the individual has seen a copy of the County's Drug, Cannabis, Alcohol and Tobacco Policy, and (2) indicate any over-the-counter or prescription medications that the individual is currently taking or has recently (within the last month) taken, and any other information relevant to the reliability of, or explanation for, a positive test result, and (3) indicate consent to undergo the drug and alcohol testing or cannabis testing.
- D. Within three (3) working days after receipt of the test result report from the testing laboratory, the County shall inform an employee or job applicant who has undergone drug, cannabis (if applicable), or alcohol testing, in writing, of the results and their rights under the Drug and Alcohol Testing in the Workplace Act (Appendix B) as follows:
 - 1. A negative test result on an initial screening test or of a negative or positive test result on a confirmatory test;
 - 2. The right to request and receive from the County a copy of the test result report;
 - 3. The right to request, within five (5) working days after notice of a positive test result, a confirmatory retest of the original sample at the employee's or job

applicant's expense at the original testing laboratory or another licensed testing laboratory;

4. The right to submit any additional information to the County within three (3) working days after notice of a positive test result to explain that result;
5. The right of the employee for whom a positive result on a confirmatory test was the first such result for that employee not to be discharged unless the employee has been determined, by a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency, to be chemically dependent, and the County has first given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug, cannabis, or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the County after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency, and the employee has either refused to participate in the counseling or rehabilitation program, or has failed to successfully complete the program as evidenced by withdrawal from the program before its completion;
6. The right not to be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation on the basis of a positive test result from an initial screening test which has not been verified by a confirmatory test;
7. The right, if suspended without pay, to be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative;
8. The right not to be discharged, disciplined, discriminated against, or required to be rehabilitated on the basis of medical history information revealed to the County concerning the reliability of, or explanation for, a positive test result unless the employee was under an affirmative duty to provide the information before, upon or after hire;
9. The right to review all information relating to positive test result reports and other information acquired in the drug, cannabis, and alcohol testing process, and conclusions drawn from and actions taken based on the reports or acquired information; and

The right not to have a conditional job offer withdrawn based upon an initial test that has not been verified by a confirmatory test.

XIV. ACTION AFTER TEST

The County will not discharge, discipline, discriminate against, request or require

rehabilitation of an employee solely on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test. Where there has been a positive test result in a confirmatory test and in any confirmatory retest, the County will do the following unless the employee has furnished a valid medical reason for the positive test result:

- A. First Offense. The employee will be referred for an evaluation by a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency. If that evaluation determines the employee has a chemical dependency or abuse problem, the County will give the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug, cannabis, or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the County after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency.
- B. Failure to Participate in Rehabilitation. If the employee either refuses to participate in the counseling or rehabilitation program or fails to successfully complete the program as evidenced by withdrawal or discharge from the program before its completion, the County may discharge the employee from employment for violation of County work rules, subject to the provisions of any applicable collective bargaining provisions.
- C. Second Offense. Additional offenses will be reviewed on a case-by-case basis. Discipline may include suspension and/or termination of employment.
- D. Suspensions and Transfers. Notwithstanding any other provision herein, the County may temporarily suspend the tested employee, or transfer that employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested, the confirmatory retest, provided the County believes that it is reasonably necessary to do so in order to protect the health or safety of the employee, co-employees, or the public.
- E. Other Misconduct. Nothing in this Policy limits the right of the County to discipline or discharge an employee on grounds other than a positive drug test result in a confirmatory test, subject to the requirements of the law and any applicable collective bargaining agreement.
- F. Data Privacy. The purpose of collecting a body component sample of blood, breath, or urine is to test that sample for the presence of drugs, cannabis, or alcohol. A sample provided for drug, cannabis, or alcohol testing will not be tested for any other purpose. The name, initials and employee identification number of the person providing the sample are requested so that the sample can be identified accurately but confidentially. Information about medications and other

information relevant to the reliability of, or explanation for, a positive test result is requested to ensure that the test is reliable, and to determine whether there is a valid medical reason for any drug, cannabis, or alcohol in the sample.

All data collected, including that in the notification form and the test report is intended for use in determining the suitability of the employee for employment. The employee may refuse to provide the requested data; however, refusal to supply the requested data may affect the employee's employment status. The County will not disclose the test result reports and other information acquired in the drug, cannabis, or alcohol testing process to another County, or to a third-party individual, government agency, or private organization without the written consent of the person tested, unless permitted by law or court order.

XV. APPEAL PROCEDURES

Employees may appeal decisions made by the County under this Policy through the grievance procedure in their collective bargaining agreements. Employees who are not represented by a collective bargaining representative may appeal decisions through remedies as provided under County policy or by law.

XVI. FEDERAL GRANT EMPLOYEES

Each employee engaged in the performance of work on federal grants or contracts is required to notify their agency of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) five days after such conviction.

XVII. EMPLOYEE NOTIFICATION OF POLICY

Kanabec County shall post notice that this policy providing for drug and alcohol testing has been adopted and will provide a copy of this policy to all current employees. New employees of Kanabec County will receive a copy of this policy during onboarding. Every job applicant subject to drug, cannabis, and alcohol testing will be given a copy of this policy prior to any testing. Copies of this policy are available for inspection during regular business hours.

XVIII. CONTACT PERSON

Kanabec County has designated its County Coordinator/Personnel Director as the person responsible to coordinate the implementation, direction and administration of the County's Drug, Cannabis, Alcohol, and Tobacco Policy.

XIX. ADOPTION

This Employee Drug and Alcohol Policy was adopted by motion of the Kanabec County Board of Commissioners at its regular meeting of April 13, 2011, was modified on July 27, 2011, was subsequently modified on December 19, 2023, retitled Employee Drug, Cannabis, Alcohol, and Tobacco Policy and is effective as of that date. Kanabec County retains the right to modify this policy at any time by motion of the County Board of

Commissioners.

APPENDIX A

As an employee or job applicant for Kanabec County you are required to undergo alcohol, cannabis, and/or drug testing pursuant to the Kanabec County Employee Drug, Cannabis, Alcohol, and Tobacco Policy and the Minnesota Drug and Alcohol Testing in the Workplace Act (Minn. Stat. §181.950 *et. seq.*) (as amended).

Your signature on this form acknowledges that you have been provided with a copy of the Kanabec County Employee Drug, Cannabis, Alcohol and Tobacco Policy.

Signed: _____ Date: _____

Printed Name: _____

APPENDIX B

TO:

FROM:

DATE:

SUBJECT: Notice of Test Results and Notification of Rights

As an employee or job applicant of Kanabec County you have been required to undergo alcohol, cannabis, and/or drug testing in conformity with the Kanabec County Employee Drug, Cannabis, Alcohol, and Tobacco Policy.

Test Results

Initial test results were (negative) (positive)

Confirmatory test results were (negative) (positive)

Notification of Rights

- 1) You have the right to request and receive a copy of the test result report.
- 2) You may request a confirmatory retest of the original sample at your own expense after notice of a positive test result on a confirmatory test. To do so, you must notify the Kanabec County Coordinator/Human Resources Director in writing within five (5) working days after receipt of this notice of your intention to obtain a confirmatory retest and must submit with that request \$ _____ to cover the cost. Within three (3) working days after receipt of your written request and payment, the testing laboratory will be notified to conduct the confirmatory retest or to transfer the sample to another licensed laboratory to conduct the confirmatory retest. The confirmatory retest must use the same drug, cannabis, or alcohol threshold detection levels as used in the original confirmatory test. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against you.
- 3) You may not be discharged, disciplined, discriminated against or required to undergo rehabilitation on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
- 4) An employee who has a positive test result may not be discharged if this is the first such result for the employee on a test requested by Kanabec County unless the following conditions are met:
 - a. You have first been given an opportunity to participate in, at your own expense or pursuant to coverage under your health insurance plan or

Employee Assistance Program, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by your employer after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and

- b. You have either refused to participate in the counseling or rehabilitation program or have failed to successfully complete it, as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.
- 5) Notwithstanding paragraph 4 above, you may be temporarily suspended or transferred to another position at the same rate of pay pending the outcome of the confirmatory test, and if requested, the confirmatory retest, if the employer believes it is reasonably necessary to protect the health or safety of you, other employees, or other persons. If you are suspended without pay you will be reinstated with back pay if the outcome of the confirmatory test or requested confirmatory retest is negative.

Agenda Item #7c

December 19, 2023

REQUEST FOR BOARD ACTION

a. Subject: Consider adoption of the Updated FTA Drug and Alcohol Testing Policy	b. Origination: Coordinator's Office
c. Estimated time: 5 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Resolution # ___ - 12/19/23

Adoption of FTA Drug & Alcohol Testing Policy Updates

WHEREAS, Kanabec County has contracted with the State of Minnesota to provide public transportation service in Kanabec County; and

WHEREAS, Kanabec County is dedicated to providing safe and dependable passenger transportation services; and

WHEREAS, it is Kanabec County's policy to assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner and that the workplace environment is free from the adverse effects of drug abuse or alcohol misuse, and

WHEREAS, Kanabec County encourages employees to seek professional assistance anytime personal problems, including alcohol or drug usage/dependency, adversely affects their ability to perform their assigned duties; and

WHEREAS, the U.S. Department of Transportation, Federal Transit Administration has mandated a compliant Drug and Alcohol Testing Program regulated by 49 CFR Part 655 as amended and 49 CFR Part 40 as amended for safety-sensitive employees of public transportation agencies as a condition of federal funding;

THEREFORE, BE IT RESOLVED, that the Kanabec County Board of Commissioners hereby adopts the attached Drug and Alcohol Testing Policy for the Transit Department with an effective date of December 19, 2023, and assigns policy number P-103B to said policy.

f. Background:

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

FTA DRUG AND ALCOHOL

PROGRAM POLICY

FOR

Kanabec County

Timber Trails Public Transit

***Policy Adopted on 11/1/2022**

Policy Revised on 12/19/2023

Policy Effective on 11/1/2022

Helen Pieper
Transit Director

*See the policy adoption resolution signed by the employer's governing body or chief executive officer(s) at the end of this policy.

FTA DRUG AND ALCOHOL TESTING PROGRAM

TABLE OF CONTENTS

1. PURPOSE	3
2. APPLICABILITY.....	3
3. DEFINITIONS.....	3
4. EDUCATION AND TRAINING.....	6
5. PROHIBITED SUBSTANCES.....	6
6. PROHIBITED CONDUCT.....	7
7. DRUG TESTING PROCEDURES.....	7
8. ALCOHOL TESTING PROCEDURES.....	9
9. PRE-EMPLOYMENT TESTING.....	9
10. REASONABLE SUSPICION TESTING.....	10
11. POST-ACCIDENT TESTING.....	11
12. RANDOM TESTING.....	12
13. RETURN-TO-DUTY TESTING.....	12
14. FOLLOW-UP TESTING.....	13
15. RESULT OF A NEGATIVE DILUTE DRUG TEST.....	13
16. BEHAVIOR THAT CONSTITUTES A TEST REFUSAL.....	14
17. RESULT OF POSITIVE DRUG OR ALCOHOL TESTING.....	15
18. DISCIPLINARY ACTION.....	15
19. GRIEVANCE AND APPEAL.....	16
20. INFORMATION DISCLOSURE.....	16
21. SAFETY-SENSITIVE POSITIONS.....	17
22. POLICY MODIFICATION.....	17
23. CONTACT INFORMATION.....	18

All provisions set forth in regular print are included consistent with requirements specifically set forth in 49 CFR Part 655, or Part 40, as amended. All underlined provisions are set forth under the authority of the employer.

Approved 11.1.2022

1. PURPOSE

The purpose of this policy is to assure worker fitness for duty and to protect employees, passengers, and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. This policy is also intended to comply with all applicable Federal regulations governing drug and alcohol testing programs in the transit industry. The Federal Transit Administration (FTA) of the U.S. Department of Transportation has published Title 49 Code of Federal Regulations (CFR) Part 655, that mandates urine drug testing and breath alcohol testing for employees that perform a safety-sensitive function and prohibits performance of a safety-sensitive function when there is a verified positive drug test result or confirmed breath alcohol concentration of 0.02 or greater or a refusal to test. The U.S. Department of Transportation (DOT) has also published Title 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655. Any covered employee who refuses to comply with a request for testing shall be removed from duty and referred for evaluation by a Substance Abuse Professional (SAP) in accordance with Part 40, as amended.

Copies of Parts 655 and 40 are available by contacting the DAPM listed in this policy and can be found on the internet at the Office of Drug & Alcohol Policy & Compliance website at <http://www.dot.gov/odapc/index.html>.

2. APPLICABILITY

This policy applies to all covered employees (full-or part-time) of Kanabec County – Timber Trails Public Transit (Employer) while performing any a safety-sensitive function.

A drug test can be performed any time a covered employee is on duty. An alcohol test can be performed just before, during, or just after the performance of a safety-sensitive job function.

3. DEFINITIONS

Accident. An occurrence associated with the operation of a vehicle, if as a result:

- ◆ An individual dies.
- ◆ An individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- ◆ One or more vehicles incurs disabling damage as the result of the occurrence and are transported away from the scene by a tow truck or other vehicle.

Adulterated specimen. A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

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vJuly2022

Alcohol. The intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weight alcohols, including methyl or isopropyl alcohol, contained in any beverage, mixture, mouthwash, candy, food, or medication.

Alcohol Concentration. The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as measured by a breath-testing device.

Cancelled Test. A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which this part otherwise requires to be cancelled. A cancelled test is neither positive nor negative.

Commercial Driver's License (CDL). Vehicles with sixteen or more passengers (including the driver), and vehicles with a Gross Vehicle Weight of more than 26,000 pounds, are considered a commercial motor vehicle, which requires the driver to have a commercial driver's license to operate that vehicle.

Covered Employee. An employee who performs or will perform a safety-sensitive function, including an applicant or transferee who is being considered for hire into a safety-sensitive function.

Designated Employer Representative (DER). An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties, or cause employees to be removed from these covered duties, and to make required decisions in testing and evaluation processes. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Part 40, as amended. Service Agents cannot act as DERs.

Department of Transportation (DOT, The Department, DOT Agency).

These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of this part, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes only since the USCG regulation does not incorporate Part 40 for its alcohol testing program. These terms include any designee of a DOT agency.

Dilute specimen. A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage. Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs.

- Disabling damage includes damage to a vehicle that could have been operated but would have been further damaged if so operated.
- It does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, mirrors or windshield wipers that make the vehicle inoperable.

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Evidential Breath Testing Device (EBT). A device that is approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath at the .02 and .04 alcohol concentrations and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

Medical Review Officer (MRO). A person who is a licensed physician and who is responsible for receiving and reviewing laboratory results generated by an employer's drug testing program and evaluating medical explanations for certain drug test results.

Negative test result. The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen.

Non-negative specimen. A urine specimen that is reported as adulterated, substituted, positive (for drug(s) or drug metabolite(s)), and/or invalid.

Performing a safety-sensitive function. A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive test result. The result reported by an DHHS-certified laboratory when a specimen contains a drug or drug metabolite equal to or greater than the cutoff concentrations.

Revenue Service Vehicles. All transit vehicles that are used for passenger transportation service or that require a CDL to operate. Includes all ancillary vehicles used in support of the transit system.

Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

- Operation of a revenue service vehicle, including when not in revenue service
- Operation of a non-revenue service vehicle when required to be operated by a holder of a Commercial Driver's License (CDL)
- Controlling the movement of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

Substance Abuse Professional (SAP). A qualified person who evaluates employees who have violated a DOT drug or alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

Substituted specimen. A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

Verified test. A drug test result or validity testing result from an HHS-certified laboratory that has undergone review and final determination by the MRO.

Vehicle. A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transportation vehicle is a vehicle used for public transportation or for ancillary services

4. EDUCATION AND TRAINING

Every covered employee will receive a copy of this policy and will have access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training includes manifestations and behavioral cues that may indicate prohibited drug use.

All supervisory personnel or company officials who are in a position to determine covered employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable prohibited drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

5. PROHIBITED SUBSTANCES

Prohibited substances addressed by this policy include the following.

- A. The illegal use of Controlled Substances is prohibited at all times unless a legal prescription has been written for the substance. This includes, but is not limited to: marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Food and Drug Administration. Prohibited use includes use of any prohibited drug, misuse of legally prescribed drugs, and the use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which can cause drug or drug metabolites to be present in the body above the minimum thresholds, is a violation of this policy.

Federal Transit Administration regulations (49 CFR Part 655) require that all covered employees be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in this policy. Illegal use of these drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- B. Prescription and Over-the-Counter Medications (Rx/OTC): The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a supervisor and the covered employee is required to provide a written release from their doctor or pharmacist indicating that the employee can perform their safety-sensitive function.

Effective January 1, 2018, a MRO may review the use of Rx/OTC medications that may create a “significant safety risk” and may deem the employee to be “medically unqualified.” In such cases, the MRO must provide the employee up to five (5) business

days, after reporting a verified negative result, to facilitate a discussion with the prescribing physician to determine if the medication can be changed to one that does not make the employee medically unqualified, or that does not pose a significant safety risk, before reporting the significant safety concern to the employer.

- C. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances such that alcohol is present in the body while performing safety-sensitive job functions is prohibited. An alcohol test can be performed on a covered employee under 49 CFR Part 655 just before, during, or just after the performance of safety-sensitive job functions.

6. PROHIBITED CONDUCT

- A. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.
- B. Each covered employee is prohibited from consuming alcohol while performing a safety-sensitive job function or while on-call to perform a safety-sensitive job function. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report to duty.

Option 1

The covered employee will subsequently be relieved of their on-call responsibilities.

- C. The employer shall not permit any covered employee to perform or continue to perform a safety-sensitive function if it has actual knowledge that the employee is using alcohol.
- D. Each covered employee is prohibited from the performance of a safety-sensitive function while having a breath alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
- E. No covered employee shall consume alcohol for eight (8) hours following an involvement in an accident or until they submit to the post-accident drug and alcohol tests, whichever occurs first.
- F. No covered employee shall consume alcohol within four (4) hours prior to the performance of a safety-sensitive job function.

7. DRUG TESTING PROCEDURES

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential

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vJuly2022

manner and every effort will be made to protect the employee, the integrity of the drug testing procedures, and the validity of the test result.

The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Federal Drug Testing Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at a DHHS certified laboratory.

In the event of a verified positive drug test result, or a verified adulterated or substituted test result, the employee can request that the split specimen be tested at a second laboratory. The employer guarantees that the split specimen test will be conducted in a timely fashion.

PAYMENT OF SPLIT SPECIMEN TESTING COSTS

The employer will guarantee that the cost for the split specimen test is covered in order for a timely analysis of the sample. If the result of the split specimen is negative, the employer will bear the cost for the split specimen testing. If the split specimen tests positive, the employer will seek reimbursement for the cost of the split specimen test from the employee.

OBSERVED COLLECTIONS:

Consistent with 49 CFR Part 40, as amended, observed collections are required in the following circumstances:

- A. Anytime the laboratory reports to the MRO that a specimen is invalid and the MRO reports that there was not an adequate medical explanation for the result;
- B. Anytime that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
- C. Anytime the collector observes materials brought to the collection site or the covered employee's conduct clearly indicates an attempt to tamper with a specimen;
- D. Anytime the temperature on the original specimen was out of the accepted temperature range of 90°F – 100°F,
- E. Anytime the original specimen appeared to have been tampered with;
- F. Anytime the specimen is negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reports the specimen as negative-dilute and requires a second collection under direct observation (see §40.197(b)(1)); or
- G. All Return-To-Duty and Follow-up Tests.

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vJuly2022

The covered employee who is being observed will be required to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; and lower clothing and underpants to show the collector, by turning around that they do not have a prosthetic device.

8. ALCOHOL TESTING PROCEDURES

Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing Device (EBT) operated by a trained Breath Alcohol Technician (BAT). Alcohol screening tests may be performed using a non-evidential testing device, which is also approved by NHTSA. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted at least fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT printout, along with Federal Alcohol Testing Form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee.

A covered employee who has a confirmed breath alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The employee will be immediately removed from safety-sensitive duties and will be referred to a SAP for evaluation.

Any covered employee who refuses to test for drugs or alcohol as required shall be removed from performing safety-sensitive duties and referred to a SAP for evaluation.

A test result for a covered employee who has a confirmed breath alcohol concentration of 0.02 or greater, but less than 0.04 is not considered positive, however the employee shall still be removed from performing safety-sensitive duties for at least eight (8) hours, unless a retest results in the employee's alcohol concentration of less than 0.02.

An alcohol concentration of less than 0.02 will be considered a negative test.

9. PRE-EMPLOYMENT TESTING

All applicants for covered safety-sensitive positions shall undergo urine drug testing prior to hire or transfer into a covered position that requires the performance of a safety-sensitive function.

- A. All offers of employment of covered positions shall be extended conditional upon the applicant passing a drug test. An applicant shall not be hired into a covered position unless the applicant takes a drug test with a verified negative result.
- B. A non-covered employee shall not be placed, transferred, or promoted into a covered position until the employee takes a drug test with a verified negative result.
- C. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded, and the applicant will be referred to a Substance Abuse Professional.

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vJuly2022

- D. When an employee, being placed, transferred, or promoted from a non-covered position to a covered position, submits to a drug test with a verified positive result, the transfer/promotion offer will be rescinded, the employee will be referred to a Substance Abuse Professional, and the employee shall be subject to disciplinary action. Refer to the DISCIPLINARY ACTION section in this policy to determine the consequences for policy violations.
- E. If a pre-employment/pre-transfer test is canceled, the applicant will be required to take another pre-employment drug test with a verified negative result.
- F. In instances where a covered employee is on extended leave for a period of ninety (90) consecutive calendar days or more and is taken out of the random testing pool, the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have a verified negative test result prior to performing a safety-sensitive job function.
- G. Applicants are required to report previous DOT-regulated employment, in accordance with 49 CFR Part 40, as amended. Failure to do so will result in the employment offer in a covered position being rescinded.
- H. All applicants that have had a prior DOT positive drug test result, a DOT breath alcohol test result with a concentration 0.04 or greater, or refused a previous DOT drug or alcohol test request, must provide the employer proof of having successfully completed a referral, evaluation, and treatment administered under DOT regulations.

10. REASONABLE SUSPICION TESTING

All covered employees shall be subject to a drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing a safety-sensitive function, just before the employee is to perform a safety-sensitive function, or just after the employee has ceased performing a safety-sensitive function.

A covered employee who refuses an instruction to submit to a drug and/or alcohol test will be removed from performing safety-sensitive duties and referred to a Substance Abuse Professional (SAP) in accordance with Part 40, as amended.

A written record of the observations which led to a drug and/or alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor or other company official trained in making these observations. This written record shall be maintained by the Designated Employer Representative (DER).

All provisions set forth in regular print are included consistent with requirements specifically set forth in 49 CFR Part 655, or Part 40, as amended. All underlined provisions are set forth under the authority of the employer.

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vJuly2022

11. POST-ACCIDENT TESTING

All covered employees will be required to undergo urine and breath testing if they are involved in an accident associated with the operation of a vehicle that results in a fatality regardless of whether or not the vehicle is in revenue service. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance cannot be completely discounted as a contributing factor to the accident. In addition, post-accident testing will be conducted if an accident results in injuries requiring immediate transportation to a medical treatment facility or one or more vehicles incurs disabling damage, unless the operator's performance can be completely discounted as a contributing factor to the accident. The accident definition may include some incidents where an individual is injured even though there is no vehicle collision.

- A. As soon as practicable following an accident, as defined in 49 CFR Part 655, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for testing. The supervisor will make the determination using the best information available at the time of the accident.
- B. The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours after the accident for alcohol, and within 32 hours for drugs. If a drug or alcohol test is not performed within two (2) hours of the accident, the supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within eight (8) hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.
- C. Any covered employee involved in an accident must refrain from alcohol use for at least eight (8) hours following the accident, or until they undergo a post-accident alcohol test.
- D. An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of their location if they leave the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.
- E. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.
- F. In the rare event that the employer is unable to perform an FTA drug and/or alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), the transit system may use drug and alcohol post-accident test results administered by state and local law enforcement officials in lieu of the FTA test. The state and local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with state and local law.

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vJuly2022

12. RANDOM TESTING

All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees.

- A. The number of covered employees randomly selected for drug and alcohol testing during the calendar year shall be not less than the percentage rates established by Federal regulations identified in 49 CFR Part 655.45(b).
- B. Each covered employee in the pool shall have an equal chance of selection each time the selections are made.
- C. The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year during all days of the week and hours of the day that safety-sensitive functions are performed.
- D. Random drug tests can be conducted at any time a covered employee is on duty. Random alcohol tests can be performed just before, during, or just after the performance of a safety-sensitive function.
- E. Employees are required to proceed immediately to the collection site upon notification to report for a random drug and/or alcohol test.

End of Shift Testing

Random testing may occur anytime a covered employee is on duty so long as the employee is notified prior to the end of the shift. Employees who provide advance, verifiable notice of scheduled medical or childcare commitments will be random drug tested no later than three (3) hours before the end of their shift and random alcohol tested no later than thirty (30) minutes before the end of their shift. Verifiable documentation of previously scheduled medical or childcare commitments, for the period immediately following an employee's shift, must be provided at least eight (8) hours before the end of the employee's shift.

13. RETURN-TO-DUTY TESTING

It is the decision of the employer to terminate covered employees after the first verified positive drug test result or confirmed breath alcohol concentration 0.04 or greater or refusal to test. If the employer is required by legal authorities to reinstate the covered employee, the employer will comply with all mandated Return-to-Duty testing as follows:

All covered employees who previously tested positive for a prohibited drug on a DOT drug test or had a breath alcohol test result 0.04 or greater, or refused a test, must test negative for drugs, alcohol (below 0.02 alcohol concentration), or both and be evaluated and released by the SAP in accordance with 49 CFR Part 40, Subpart O before returning to perform a safety-sensitive function. For an initial positive drug test, a return-to-duty drug test is required, and an alcohol test is allowed. For an initial breath

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vJuly2022

alcohol test 0.04 or greater, a return-to-duty alcohol test is required, and a drug test is allowed. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. Before scheduling the return-to-duty test, the SAP must assess the employee and determine if the required treatment has been successfully completed.

14. FOLLOW-UP TESTING

It is the decision of the employer to terminate covered employees after the first positive drug test result or confirmed breath alcohol concentration 0.04 or greater or refusal to test. If the employer is required by legal authorities to reinstate the covered employee, the employer will comply with all mandated Follow-up testing as follows:

Covered employees will be required to undergo frequent, unannounced drug and/or alcohol testing following their return to performing a safety-sensitive function. The follow-up testing will be performed for a period of one to five years with a minimum of six (6) tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion and return-to-duty testing.

15. RESULT OF A NEGATIVE DILUTE DRUG TEST

When a negative dilute drug test result is reported to the Medical Review Officer with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, the covered employee will be required to undergo another test. The MRO will direct the test to be conducted under direct observation. Should the second test result in a negative dilute result, the test will be considered negative and no additional testing will be required unless directed to do so by the MRO.

A drug test with the result of a negative dilute (dilute level greater than 5 mg/dL) will be re-tested. Collection will be unobserved. The result of the second test will be the test of record. No additional testing will be conducted unless directed to do so by the MRO.

16. BEHAVIOR THAT CONSTITUTES A TEST REFUSAL

Refusal to submit to a DOT drug or alcohol test is considered a violation of DOT regulations.

Behavior that Constitutes a Test Refusal	Drug Test	Alcohol Test
1) Failure to appear for a test in the time frame specified by the employer.**	X	X
2) Failure to remain at the testing site until the testing process is complete.**	X	X
3) Failure to provide a urine specimen, saliva, or breath specimen, as applicable.	X	X
4) Failure to permit the observation or monitoring of specimen donation when so required.	X	X
5) Failure to provide sufficient amount of urine or volume of breath without a valid medical explanation for the failure.	X	X
6) Failure to take an additional test when directed by the employer or collector.	X	X
7) Failure to undergo a medical examination when directed to do so by the MRO or employer.	X	X
8) Failure to cooperate with any part of the testing process (e.g., refuse to empty pockets when directed by the collector, behave in a confrontational way that disrupts the collection process, fail to wash hands after being directed to do so by the collector).	X	X
9) For an observed collection, failure to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.	X	
10) Possess or wear a prosthetic or other device that could be used to interfere with the collection process.	X	
11) Admit to the collector or MRO that you adulterated or substituted the specimen.	X	
12) When the MRO reports a verified adulterated or substituted test result.	X	
13) Failure to sign the certification on Step 2 of the Alcohol Test Form.		X
14) Failure to refrain from the use of alcohol for eight (8) hours following an accident without first having submitted to post-accident drug and alcohol testing.		X
15) Failure to remain readily available for post-accident testing, including notifying a supervisor of their location if they leave the scene of the accident prior to submission to such tests.	X	X

**For pre-employment tests only, failure to appear, aborting the collection before the test commences, or failure to remain at site prior to commencement of test is NOT a test refusal. The pre-employment test commences when the person takes the specimen container from the collector.

17. RESULT OF POSITIVE DRUG OR ALCOHOL TEST

Any covered employee who tests positive for the presence of prohibited drugs, tests for alcohol with an alcohol concentration at or above .04, or refuses to submit to testing, will be immediately removed from safety sensitive duties and referred for evaluation by a Substance Abuse Professional (SAP) in accordance with Part 40, Subpart O.

A SAP is a licensed or certified physician, psychologist, social worker, employee assistance professional, a state-licensed or certified marriage and family therapist, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of alcohol and drug-related disorders. No employee will be allowed to return to duty requiring the performance of safety-sensitive job functions without the approval of the SAP.

- A. As soon as practicable after receiving notice of a verified positive drug test result, a confirmed alcohol test result at or above 0.04, or a test refusal, the Designated Employer Representative (DER) will contact the employee's supervisor to have the employee cease performing any safety-sensitive function.
- B. The employee shall be referred to a SAP for an assessment. In accordance with 49 CFR Part 40, Subpart O, the SAP will evaluate the employee to determine what assistance is necessary to resolve problems associated with prohibited drug use or alcohol misuse.
- C. Refusal to submit to a drug and/or alcohol test shall be considered a violation of DOT regulations.

Refer to the DISCIPLINARY ACTION section in this policy to determine the consequences for policy violations.

18. DISCIPLINARY ACTION

As soon as practical after receiving notice of a verified positive drug test result, a confirmed breath alcohol test result 0.04 or greater, or a refusal to test, the employer's Designated Employer Representative (DER) will contact the covered employee's supervisor to have the employee cease performing any safety-sensitive function. The employee shall be referred to a Substance Abuse Professional for an assessment. The SAP will evaluate each employee to determine what assistance the employee needs in resolving problems associated with prohibited drug use or alcohol misuse.

Following a confirmed breath alcohol test result 0.02 or greater, but less than 0.04 – the covered employee is immediately removed from safety sensitive duties for at least eight (8) hours, unless a retest results in the employee's alcohol concentration of less than 0.02.

Per company policy, any covered employee who tests positive for drugs, or has a confirmed breath alcohol concentration 0.04 or greater, or refused to test for drugs or alcohol, will be removed from safety-sensitive duties, referred to a Substance Abuse Professional (SAP), and terminated from employment. No employee who violates this policy will be given a second chance.

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19. GRIEVANCE AND APPEAL

The consequences specified by 49 CFR Part 40, §40.149 paragraph (a) (5) and paragraph (c) for a positive test or test refusal are not subject to arbitration.

20. INFORMATION DISCLOSURE

Drug and alcohol testing records shall be maintained by the Designated Employer Representative (DER) and, except as provided below or by law, the results of any drug and/or alcohol test shall not be disclosed without express written consent of the tested covered employee.

- A. The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP referrals and follow-up testing plans.
- B. Records of a verified positive drug and/or alcohol test result shall be released to the Drug and Alcohol Program Manager, Department Supervisor, and Personnel Manager only on a 'need to know' basis.
- C. Records will be released to a subsequent employer only upon receipt of a written request from the employee.
- D. Records of an employee's drug and/or alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug or alcohol test. The records will be released to the decision maker in the preceding. The information will only be released with binding stipulation from the decision maker will only make it available to parties in the preceding.
- E. Records will be released to the National Transportation Safety Board during an accident investigation.
- F. Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
- G. Records will be released if requested by a Federal, state or local safety agency with regulatory authority over the employer or the employee.
- H. If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of CFR Part 40, as amended, necessary legal steps to contest the issuance of the order will be taken.

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vJuly2022

- I. In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

21. SAFETY-SENSITIVE POSITIONS *

Listed below are the job titles of those that perform a safety-sensitive function (identify specific safety-sensitive function if not identified or obvious in the job title):

1. Bus Drivers
2. Operations Supervisor (driving is safety-sensitive function)
3. _____
4. _____
5. _____

* Refer to definition of safety-sensitive functions.

22. POLICY MODIFICATION

This policy may be modified if changes in regulation or law occurs.

23. CONTACT INFORMATION

FTA regulations require that a single contact person be identified to answer questions for this policy. Any questions regarding this policy or any other aspect of the substance abuse program should be addressed to the following representatives:

Drug and Alcohol Program Manager (DAPM)

Name:	Helen Pieper
Title:	Transit Director
Street Address:	300 Industrial Road
City/State/Zip Code	Mora, MN 55051
Telephone number:	320-364-1351 Cell 320-515-0416
Fax# or Email:	Helen.pieper@co.kanabec.mn.us

Designated Employer Representative (DER):

Name:	<u>ChrKevin Petersen</u>
Title:	Operations Supervisor
Street Address:	300 Industrial Road
City/State/Zip Code	Mora, MN 55051
Telephone number:	320-364-1352 Cell 320-364-9728
Fax # or Email:	Kevin.petersen@co.kanabec.mn.us

CONSORTIUM/THIRD PARTY ADMINISTRATOR (C/TPA)

Company Name:	Industrial Health Services Network, Inc.
Contact Name:	Emily Battis
Contact Title:	President
Street Address:	P.O. Box 490
City/State/Zip Code	Hudson, WI 54016
Telephone number:	800-880-4444 or 715-386-1990
Fax# or Email:	715-386-9308

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vJuly2022

MEDICAL REVIEW OFFICER

Name:	Dr. Jeff Larson
Title:	MRO – IHSN, Inc. (Service Department)
Street Address:	P.O. Box 424
City/State/Zip Code	Hudson, WI 54016
Telephone number:	800-880-4444
Fax# or Email:	715-386-9308

DHHS CERTIFIED LABORATORY

Company Name:	MEDTOX Laboratories, Inc.
Contact Name:	
Street Address:	402 West County Road D
City/State/Zip Code	St. Paul, MN 55112
Telephone number:	800-832-3244
Fax# or Email:	651-636-8284

SUBSTANCE ABUSE PROFESSIONALS or RESOURCE

Name1:	Christina Eberly
Title:	SAP
Company:	Sand Creek EAP
Street Address:	
City/State/Zip Code	St. Louis Park, MN 55416
Telephone number:	651-393-6485
Fax# or Email:	ceberly@sandcreekeap.com

Name2:	Robert Lyman
Title:	SAP
Company:	Sand Creek/Private Practice
Street Address:	325 Wildwood Dr.
City/State/Zip Code	Duluth, MN 55811
Telephone number:	218-590-4084
Fax# or Email:	Boblyman.sapservices@gmail.com

EMPLOYEE ASSISTANCE PROGRAM

Company Name:	MCIT Employee Assistance Program
Contact Name:	SandcreekEAP.com
Street Address:	
City/State/Zip Code	
Telephone Number:	888-243-5744 (24/7/365)
Fax# or Email:	

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vJuly2022

Agenda Item #7d

December 19, 2023

REQUEST FOR BOARD ACTION

a. Subject: Consider adoption the Earned Sick and Safe Time Policy (P-127)	b. Origination: Coordinator's Office
c. Estimated time: 5 minutes	d. Presenter(s): Kris McNally, Coordinator

e. Board action requested:

Resolution #___ - 12/19/23

Adoption of Revisions to the Kanabec County Earned Sick and Safe Time Policy

WHEREAS, the Kanabec County Board of Commissioners adopted the Kanabec County Earned Sick and Safe Time Policy (P-127) at its regular meeting on 12/7/23; and

WHEREAS, HR and Payroll staff conducted employee meetings following the adoption of policy P-127 at which employee input on said policy was solicited; and

WHEREAS, HR and Payroll staff wish to implement some of the employee input through minor revisions for improved clarity in policy P-127;

THEREFORE, BE IT RESOLVED, the Kanabec County Board of Commissioners hereby adopts the changes to the Kanabec County Earned Sick and Safe Time Policy (P-127) with an effective date of January 1, 2024;

BE IT FURTHER RESOLVED, the Kanabec County Board of Commissioners hereby retains the right to modify this policy at any time as needed.

f. Background:

Supporting Documents: None Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

KANABEC COUNTY EARNED SICK AND SAFE TIME POLICY

A. Earned Sick and Safe Time General Statement

Kanabec County employees who work 80 or more hours in a calendar year shall accrue Earned Sick and Safe Time (ESST) pursuant to Minn. Stat. § 181.9445. ESST hours may be used for any of the purposes defined by that statute and for those family members set forth therein. Employees will not be provided with additional ESST hours once their available ESST hours have been exhausted.

B. Carryover Year to Year

An employee may carryover up to a maximum of eighty (80) hours of their unused Earned Safe and Sick Time (ESST) from year to year. Year to year shall be calendar year. The first partial year of employment shall constitute a year for the purposes of this policy.

C. Earning ESST

Regular Full and Part-Time Employees

Eligible employees begin accruing ESST immediately upon their hire. This ESST Policy does not apply to volunteers, independent contractors, or elected officials.

ESST is not a new bank of time for regular full-time and part-time employees. Kanabec County will designate 1 hour for every 30 hours worked as ESST up to a maximum of 48 hours per year (**maximum total accrual of 80 hours**) from the existing Paid Time Off (PTO) accrual schedule **in a bank titled “PTO- Sick & Safe”** for regular full-time and part-time employees. The remaining earned hours of Paid Time Off will continue to accrue as traditional PTO in a **bank titled “PTO-Traditional”**. **The PTO-Traditional accrual rate added to the PTO- Sick & Safe accrual rate shall equal the employee’s current accrual rate on the County’s or applicable collective bargaining agreement’s PTO schedule.**

ESST benefits shall only accrue when an employee is in compensated payroll status. ESST benefits shall not be earned by any employee while in a non-pay status.

For purposes of this ESST policy and calculating 80 or more hours of “work” in a calendar year, all PTO, holiday hours, used compensatory hours, EMB, banked vacation and sick time, paid military leave, and paid administrative leave shall count as time

“worked”. Workers’ compensation, PTO cash-out time, compensatory time payout, and unpaid leaves of absence do not count as time “worked” for purposes of calculating 80 or more hours of “work” in a calendar year for purposes of this ESST policy.

For purposes of accruing ESST, FLSA exempt (salaried) employees are deemed to work 40 hours in each workweek, unless the employee’s normal workweek is less than 40 hours, in which case they will accrue ESST based on their normal workweek.

Accrued and available PTO, including traditional and ESST, shall be tracked and provided on the earnings statement in accordance with Minnesota Stat. §181.032.

PTO, including traditional and ESST, will be paid out according to existing policies and collective bargaining agreements at the end of employment with Kanabec County for regular full-time and part-time employees.

Temporary, Seasonal, and Intermittent Employees who work 80 or more hours in a Calendar Year

The employer shall provide one hour of ESST for every 30 hours worked, up to a maximum of 48 hours of ESST in a calendar year.

Accrued and available ESST shall be tracked and provided on the earnings statement in accordance with Minnesota Stat. §181.032.

For temporary, seasonal, and intermittent employees, ESST time is not considered part of the County’s PTO plan and will not be paid out at the end of employment with Kanabec County.

D. ESST Use

Minnesota Statute §

181.032 states that ESST may be used for:

1. An employee’s own or family member’s need for illness, injury, medical or mental health care, or preventative medical or mental health care.
2. Absence due to domestic abuse, sexual assault, or stalking of employee or their family member. The employee may take leave to assist family member to seek medical care for related physical or psychological injury or disability, obtain services from Victim Services organization, obtain counseling, relocate or secure their or to receive legal advice, take legal action or prepare for any related legal proceeding.
3. Closure of the employee’s workplace due to weather or a public emergency.
4. Employee’s need to care for a family member whose school or place of care has been closed due to weather or public emergency.
5. Employee’s inability to work or telework because:

- a. The employer prohibits them from working due to potential transmission of illness related to a public emergency.
 - b. Seeking or awaiting the results of test or diagnosis of communicable disease related to a public emergency due to exposure or at the employer's request.
6. When a health care professional determines employee should quarantine because of exposure to a communicable disease regardless of if they contracted the disease.

ESST leave shall be taken in 15-minute increments. ESST cannot be used on an employee's scheduled day off.

E. Definition of Family: For the purpose of using ESST time, an employee's family shall include those individuals identified by Minn. Stat. 181.9445 Subd. 7.

The employee's, their spouses, or their registered domestic partner's:

- a. Child, Foster Child, Adult Child, Legal Ward or Child In-Law
- b. Spouse or registered Domestic Partner
- c. Sibling, Stepsibling, Foster Sibling
- d. Parent, Stepparent, Foster Parent
- e. Grandparent, Step-Grandparent
- f. Grandchild, Step-grandchild, Foster Grand Parent
- g. Sibling of parents, Siblings Child
- h. Child for whom employee stands in place of parents.
- i. Person who stood in place of a parent when the employee was a minor.
- j. Any individual related by blood or whose is equivalent of a family relationship.
- k. One individual who the employee identifies at the time of hire and thereafter at the time of health insurance open enrollment each year.

F. Request for Leave

Employees shall request to use ESST from their supervisor prior to the start of the workday when leave is not foreseeable, or as soon thereafter as possible in an emergency situation. Requests shall be made by direct contact with the supervisor. When ESST leave is foreseeable the employee shall request leave as far in advance as possible, preferably seven (7) calendar days, and shall schedule appointments so as to have the least impact on the business of the employer.

G. Verification

The employer may request verification of illness, injury, medical care or preventative treatment of the employee or a family member after three days, consistent with the requirements of Minn. Stat. § 181.9447 Subd. 3 ~~during the first 48 hours of leave each year.~~

The employer may designate ESST time used for an FMLA qualifying as FMLA and may request a certification of a health care provider. ESST time runs concurrent with FMLA, as applicable.

For the use of ESST for domestic abuse, sexual assault, stalking, or other qualifying reasons, the employer may request verification consistent with the requirements of Minn. Stat. § 181.9447 Subd. 3.

RRM: #524585