



Kanabec County Board of Commissioners

Regular Meeting Agenda The Meeting of September 5, 2023

To be held via WebEx telephone call or video meeting:

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

Access Code: 2481 313 4370

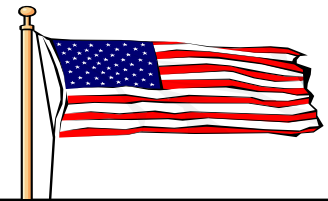
Video Meeting link:

<https://kanabecounty.webex.com/kanabeccounty/j.php?MTID=me240d6a967dff2267cc2800b3ebfa992>

Meeting number: 2481 313 4370

Password: 22miJF2F9h3 (22645323 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.

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

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

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

9:00am a. 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: 2481 313 4370

9:20am Recess county board to a time immediately following the CHB.
Community Health Board

9:45am John Kolb, Attorney- Snake River Watershed Partnership Joint Powers Agreement recommendations

10:15am Barbara Chafee, Executive Director and Tricia Bigaouette, Program Manager- Central Minnesota Jobs and Training Services, Inc.- Annual Report

10:40am Denise Snyder, Auditor/Treasurer- Auditor/Treasurer Department Update

10:55am Ryan Carda, Environmental Services & Nikki Priebe, 4-H Coordinator- 2023 Household Hazardous Waste Day & County Clean-Up Day

Other business to be conducted as time is available:

1. Minutes- August 1, 2023 Corrected
2. Minutes- August 15, 2023
3. Paid Bills
4. Regular Bills- Revenue Fund
5. Regular Bills- Road & Bridge
6. SCORE Claims - July
7. Discuss Local Affordable Housing Aid
8. Future Agenda Items
9. Closed Session- Attorney Client Privilege (This portion of the meeting may be closed pursuant to Minnesota Statue 13d.05 subd 3.b.)
10. Closed Session- Possible Real Estate transaction (This portion of the meeting may be closed pursuant to Minnesota Statute 13d.05 subdivision 3.c.3.)
11. Closed Session- 13d.03 Labor Negotiation Strategy (This portion of the meeting may be closed pursuant to Minnesota Statute §13D.03)
12. Discuss any other matters that may come before the County Board
13. Recess until 1:00PM Work Session- 2024 Budget Preparation

Kanabec County Community Health Board
AGENDA
Tuesday, September 5, 2023
9:20 a.m.

1. Call meeting to order
2. Agenda Approval page 1
3. Director's Report page 2
 - Staffing – HHA, Transit Operations Supervisor
 - Designing and Managing Public Health Information Systems Course
4. QAPI Presentation – Farrah Gajewski, Adult Health Supervisor
 - Action requested
 - See attached QAPI including board approval statement page 3-7
5. Lamar Agreement
 - Action requested
 - See attached Agreement and resolution page 8-10
6. UCare Delegation Agreement
 - Action requested
 - See attached Delegation Agreement, Business Associate Agreement, Schedule G & M and resolution page 11-68
7. Financial Reports
 - see attached
 - Trial Balance page 69-71
 - July 2023 Financial Report page 72
8. Abstract Approval
 - Action Requested
 - See attached Abstract and Vendor List page 73-80
9. Other Business
10. Adjourn

Kanabec County Community Health/Timber Trails
Director's Report
September 2023

Staffing (Public Health):

Home Health Aide – Part-time intermittent positions are still available.

Transit Operations Supervisor – The new person will start in Transit on September 11th.

Designing and Managing Public Health Information Systems Course – I will be participating in an eight-week course offered free through Public Health Informatics Institute. I am hoping to gain a better understanding of the collection, organization, synthesis of, processing, communication, interpretation and visualization of information as it relates to population health goals.

To address public health problems, and subsequently to support better health outcomes, public health has to know what is really happening within communities. Good information leads to good decisions, which lead to better interventions and better health outcomes.

Quality Assessment and Performance Improvement (QAPI) Program

The Quality Assessment and Performance Improvement (QAPI) program defines the structure and supporting mechanisms to achieve and maintain an environment of continuous performance improvement. Kanabec County Community Health Home Care integrates the following program objectives to guide the organization in achieving improved care and services:

Objectives

1. Develop, implement, and maintain an effective, ongoing, home care-wide data driven quality assessment and performance improvement program.
2. Reflect the complexity of the organization and services offered.
3. Involve all home care services including those services provided under contract or arrangement.
4. Focus on indicators related to improved client outcomes.
5. Take actions to demonstrate improvement in home care performance.

Program Scope

A comprehensive self-assessment of Kanabec County Community Health Home Care's current client outcomes, home care services, operations, and adverse events is completed annually. Quality indicators affecting client outcomes, patient safety and quality of care will be selected from the self-assessment. The home care will measure, analyze, and track the quality indicators, including adverse client events and other aspects of performance.

Program Data

Quality indicator data is used in the design of the program. Data collection looks beyond client assessment data to examine all facets of a home care's operation. All client services and all activities that impact client care should be evaluated as part of the QAPI program. This includes but is not limited to: nursing services, physician services, physical therapy services, clinical records, infection control, pharmaceutical services, durable medical equipment (DME), client rights, administrative services, contract services, home health aides and adverse events.

The measures selected by the organization to assess quality will be monitored regularly so opportunities for improvement can be identified and prioritized. Data is collected in a timely manner so that measures can be reported on the schedule set-up by Kanabec County Community Health Home Care. Data will be collected through: DEYTA report, Nightingale reports, CMS reporting, iQies reports, Home Health Compare, fall logs, complaint logs, and weekly home care meetings.

Program Activities

Kanabec County Community Health structures its QAPI program around five basic activities:

1. Focus on high-risk, high volume or problem prone areas.
2. Consider incidence, prevalence, and severity of problems in the identified areas.
3. Affect client outcomes, client safety and quality of care.
4. Track adverse events, identify which ones are priority, analyze their causes and implement preventative actions and mechanisms to include feedback and learning.
5. Measure and track performance to ensure that improvements continue through time.

A QAPI committee comprised of an interdisciplinary group of managers and staff from various key areas is responsible to:

1. Complete a comprehensive self-assessment of home care outcomes, services and operations.
2. Monitor the data and identify potential problem areas.
3. Set priorities and measures.
4. Recommend problem areas for performance improvement projects; and
5. Communicated to staff and management regarding the QAPI activities.

Performance Improvement Projects

The home care must develop, implement, and evaluate performance improvement projects. Kanabec County Community Health Home Care will select the number and topics of projects based on the results of their quality monitoring and other quality information such as State surveys. Performance improvement projects will reflect the scope, complexity and past performance of the home care's services and operations. Performance improvement projects will be documented in written form and include the reasons for conducting the projects and the measurable progress achieved on these projects.

Executive Responsibilities

The Kanabec County Board of Health is responsible for ensuring the following:

1. An ongoing program for quality improvement and client safety is defined, implemented and maintained and is evaluated annually.
2. Home care-wide quality assessment and performance improvement efforts address priorities for improved quality of care and client safety, and all improvement actions are evaluated for effectiveness.
3. Appointment of the Performance Improvement Manager as the individual responsible for operating the quality assessment and performance improvement program.

QAPI Committee

Facilitator: Farrah Gajewski, RN

Members:

- CHS Administrator/Director: Kathy Burski
- Home Care supervisor: Farrah Gajewski, RN
- Alternate Facilitator: Jeff Holland, RN PHN, Kristi Johnstone, RN
- Home Care nurses (visiting nurses and case managers)
 - Erika Hansen, RN PHN Diane Rosburg, RN; Jeff Holland, RN PHN, Kristi Johnstone, RN, Miranda Sundsvold, RN as case management representative
- Home Health Aides
 - Amy Troupe
- Physical Therapy: St. Clare Living Community
- Communication and coordination with Welia Health and St. Clair Living Community, and Medical Director: Dr. Bostrom
- Note taker

Scope of Work

1. Complete a comprehensive self-assessment of home care outcomes, services and operations
2. Monitor the data and identify potential problem areas
3. Set priorities for measures
4. Recommend problem areas for performance improvement projects; and
5. Communicate to staff and management regarding the QAPI activities.

Decision Making Authority

The QAPI Committee is empowered to make decisions to complete its scope of work but is required to obtain approval from the CHS Administrator for initiatives that require unbudgeted resources or affect policies and procedures.

Reporting Relationship

The QAPI Committee is responsible to the Kanabec County Community Health Board and CHS Administrator.

Communication

The committee will keep written minutes for distribution to all members. The facilitator will maintain a record of the minutes.

Meeting Frequency

The QAPI Committee will meet biannually. Special meetings may be called as needed to complete the work.

Meeting Agenda

The QAPI meetings will consist of reviewing the current Performance Improvement Projects. Once the Performance Improvement Plan goal has been reached, the committee will then remove the plan. After the plan is removed, the facilitator will add another Performance Improvement Plan as decided upon by needs within the home health care agency.

Infection control mitigation strategies will be reviewed at every meeting. This includes COVID and influenza surveillance.

Current Performance Improvement Plans

1. Decrease baseline infection rates by 5%. This will be achieved by improving education control to incoming clients and current clients. KCCH implemented a new charting workflow to aide in the timely documentation of infections.
2. Decrease baseline falls by 5%. This will be achieved by the staff providing fall prevention education to our clients at start of care, recertification, and resumption of care. Staff will also ensure fall prevention reading material is in start of care folders. KCCH implemented a new charting workflow for fall reporting to aide in timely documentation.
3. 100% of our home care clients will have their medication administration lists audited and updated, if needed. This will be achieved by delegating one nurse to audit all medication administration lists to look for discrepancies.
4. Increase agency Star rating by two stars in 2026. This will be achieved by reviewing Oasis questions at meetings, discussing the importance of accurate and timely Oasis documentation and the review of the agency Star rating by the supervisor when released.

WHEREAS the Kanabec County Community Health Board has reviewed, evaluated and approved the Quality Assessment and Performance Improvement program for the Community Health agency.

Kanabec County Community Health

CHS Administrator

Date

Adult Health Nursing Supervisor/ QAPI Facilitator

Date

Kanabec County Community Health Board

Community Health Board Representative

Date

ATTESTED BY:

Kanabec County Coordinator

Date

St. Cloud
P.O. Box 865
St. Cloud, MN 56302
Phone: 320-253-3000
Fax: 320-253-3746



CONTRACT # 4273416

Date: 8/16/2023
New/Renewal: NEW
Account Executive: Darrin Christiansen
Phone: 320-253-3000

| CONTRACTED DIRECTLY BY ADVERTISER | |
|-----------------------------------|---|
| Customer # | 834691-0 |
| Name | KANABEC COUNTY COMMUNITY HEALTH |
| Address | 317 EAST MAPLE AVENUE |
| City/State/Zip | MORA, MN 55051 |
| Contact | Kate Mestnik |
| Email Address | kate.mestnik@co.kanabec.mn.us |
| Phone # | (320) 679-6440 |
| Fax # | |
| P.O./ Reference # | |
| Advertiser/Product | KANABEC COUNTY COMMUNITY HEALTH |
| Campaign | Kanabec County Community Health Child Vax N 10.2.23 |

| Production/Other Services | | | | | | | |
|--|-------------------|--|------|---------------|-------------------|-------------------|----------|
| Department | Plant | Production Type | Misc | Service Dates | # Service Periods | Invest Per Period | Cost |
| Vinyl | 157 St. Cloud, MN | One regular poster vinyl for panel 10391 (discounted). | | 10/02/23 | 1 | \$239.00 | \$239.00 |
| Vinyl | 157 St. Cloud, MN | One 12' x 24' vinyl for panel 55399 (discounted) | | 10/02/23 | 1 | \$288.00 | \$288.00 |
| Total Production/Other Services Costs: | | | | | | | \$527.00 |

| Space | | | | | | | | | | |
|--------------------|-----------------|---|-------|--------------------|-----------------|------|-------------------|------------------------------|-------------------|------------|
| # of Panels: 2 | | | | | | | | Billing Cycle: Every 4 weeks | | |
| Panel # TAB ID | Market | Location | Illum | Media Type | Size | Misc | Service Dates | # Service Periods | Invest Per Period | Cost |
| 10391 30490699 | 157-MORA, MN | HWY 65/23 500' S/O BRIDGE ES F/N | No | Poster | 10' 6" x 22' 9" | | 10/02/23-03/17/24 | 6 | \$500.00 | \$3,000.00 |
| 55399 30490725 | 157-OGILVIE, MN | HWY47 699' N/HWY23 @MM69.08 WS F/S T | Yes | Junior Bulletin | 12' 0" x 24' 0" | | 10/02/23-03/17/24 | 6 | \$350.00 | \$2,100.00 |
| Total Space Costs: | | | | | | | | | | \$5,100.00 |
| Total Costs: | | | | | | | | | | \$5,627.00 |

Special Considerations:

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Health Promotions Crdnr

(Officer/Title)

of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

| | |
|-------------------|---------------------------------|
| Customer: | KANABEC COUNTY COMMUNITY HEALTH |
| Signature: | (signature above) |
| Name: | (print name above) |
| Date: | (date above) |



St. Cloud
P.O. Box 865
St. Cloud, MN 56302
Phone: 320-253-3000
Fax: 320-253-3746



CONTRACT # 4273416

Date: 8/16/2023
New/Renewal: NEW
Account Executive: Darrin Christiansen
Phone: 320-253-3000

THE LAMAR COMPANIES

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

Darrin Christiansen

ACCOUNT EXECUTIVE: Darrin Christiansen

GENERAL MANAGER

DATE

STANDARD CONDITIONS

1. **Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
2. **Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
3. **Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
4. **Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
5. **Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
6. **Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
7. **Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
8. **Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
9. **Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
10. **Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.
11. **Bulletin Enhancements:** Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.
12. **Assignment:** Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.



Resolution # KCCH – 9/5/2023
Lamar Advertising Contract resolution

WHEREAS, Kanabec County Community Health has funds available and a need to advertise for vaccinations (including COVID) due to a drop in vaccination rates and,

WHEREAS, Lamar is an advertising agency with local area billboards available for such a service and is willing and able to meet the needs of the agency and,

WHEREAS, Kanabec County Community Health wishes to enter into an advertising contract with Lamar to provide the needed advertising services.

THEREFORE BE IT RESOLVED the Kanabec County Community Health Board approves the Kanabec County Community Health Director to sign a service contract with Lamar for advertising vaccinations at a cost of no more than \$6,800 for a period of six months.

DELEGATION AGREEMENT
between
UCARE
and
Kanabec County Treasurer dba Kanabec County Community Health

UCare Minnesota (“UCare”) and **Kanabec County Treasurer dba Kanabec County Community Health** (“Delegate”) hereby enter into this Delegation Agreement (the “Delegation Agreement” or the "Agreement") effective January 1, 2023 to specify the functions which are delegated to Delegate and to specify the responsibilities of UCare and Delegate which relate to such delegated functions. Unless otherwise specified herein, this Delegation Agreement supersedes any other written agreement, amendment or exhibit entered into by the parties related to such delegated functions.

If UCare, in its sole discretion, determines that information will be shared or disclosed between the Parties in a manner that requires a Business Associate Agreement, in accordance with the security and privacy provisions of the Health Insurance Portability and Accountability Act of 1996 and meeting the requirements of the implementing regulations at 45 C.F.R. § 164.502(e) and 45 C.F.R. § 164.504(e), Delegate agrees that it shall timely execute UCare’s Business Associate Agreement that meets such requirements. To the extent the terms of the Business Associate Agreement is inconsistent with the terms of this Agreement, the more protective and restrictive terms shall apply.

WHEREAS, UCare wishes to delegate certain of its regulatory obligations and/or obligations to members or network providers to Delegate; and

WHEREAS, Delegate wishes to provide, and is qualified to provide, services that fulfill such obligations;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1: DEFINITIONS

1.1. **“Care Coordination”** means services that coordinate the provision of health and long term care services to a Member among different health and social service professionals and across settings of care. See **Schedule - “Care Coordination for Minnesota Senior Health Options (MSHO)”** for a description of Delegate’s specific service obligations.

1.2. **“Case Management”** or **“Case Coordination”** means a collaborative process which assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the Member’s health needs, using communication and available resources to promote quality, cost-effective outcomes. Case management usually focuses on Members who have met defined screening criteria and are then initially assessed for intervenable conditions that would benefit from Case Management. If the Member would benefit as determined by the initial assessment, then the

member is opened to Case Management unless otherwise required by contract. See, as applicable, **Schedule - “Case Management for Minnesota Senior Care Plus”**, **Schedule - “Case Management for UCare Medicare Advantage Plans”**, and **Schedule - “Case Coordination for Special Needs Basic Care”** for a description of Delegate’s specific service obligations for the applicable product.

1.3. **“CMS”** means the Centers for Medicare & Medicaid Services.

1.4. **“Credentialing Activities”** means credentialing and recredentialing of the providers in UCare's networks, and includes but is not limited to: primary source verification; application of uniform selection criteria; and establishment and maintenance of credentialing and recredentialing standards, policies and procedures relating to peer review, approval, denial, notifications, appeals, reporting to the National Practitioner Data Bank (“NPDB”) and site reviews, as applicable. See **Schedule C - “Credentialing.”**

1.5. **“Delegated Functions”** are the activities and services performed by Delegate specified in **Schedule A- List of Delegated Functions.**

1.6. **“Delegation”** occurs when an organization gives a third party the authority to perform an activity that the organization would otherwise perform to meet a requirement in the NCQA standards and guidelines, and may include additional functions as mutually agreed to by Parties and documented in the Delegation Agreement.

1.7. **“DHS”** means the Minnesota Department of Human Services.

1.8. **“Eligible Member”** means a Member who meets the criteria for participation in a benefit program or a contracted service.

1.9. **“Member”** means any person who is enrolled in a UCare plan including, without limitation, qualified health plans, Prepaid Medical Assistance plans, MinnesotaCare, Medicare Advantage, MSHO, SNBC or MSC+ and whom UCare assigns to Delegate to receive services under this Delegation Agreement.

1.10. **“NCQA”** means National Committee for Quality Assurance.

1.11. **“Notification”** means the process of informing UCare of a particular medical treatment or service involving an Member prior to or within a specified time period of the treatment or service.

1.12. **“Prior Authorization”** means an approval by UCare or a delegate that a particular service or treatment should be covered under the applicable UCare plan, including a determination that the service or treatment is medically necessary and that all appropriate, less expensive alternatives have been considered. Prior Authorizations may be made by UCare or an entity to which UCare has delegated this function. Prior Authorizations are a condition of coverage for specified services or treatment for claims to be processed for payment.

1.13. **“Qualified Professional”** means a licensed social worker, registered nurse, physician assistant, nurse practitioner, public health nurse, or physician employed or contracted with the Delegate.

1.14. **“Subdelegate”** is a third party that has been granted the authority by Delegate to perform a delegated activity.

1.15. **“UCare Materials”** means documents, including, but not limited to, any deliverables prepared by Delegate for UCare, data, know-how, methodologies, specifications, software and other materials provided or disclosed to Delegate by UCare.

1.16. **“Utilization Review”** means an evaluation of the necessity, appropriateness, and efficacy of the use of health care services, procedures, and facilities by a person or entity other than the attending health care professional, for the purpose of determining the medical necessity of the service or admission.

ARTICLE 2: DELEGATED FUNCTIONS

Delegate shall perform the delegated functions identified in Schedule A, “List of Delegated Functions” in accordance with the terms of this Delegation Agreement and of the attached Schedules (as applicable) which are incorporated into this Agreement by this reference.

ARTICLE 3: GENERAL TERMS AND OBLIGATIONS

3.1 Fees, Expenses and Payment.

- a. Fees. Unless otherwise specified, in consideration of Delegate’s performance of the services, UCare shall pay Delegate the fees and other amounts set forth in a Delegated Function Schedule (“Fees”). Such Fees are exclusive of any federal, state, or local sales or use taxes, or any other taxes or fees assessed on, or in connection with any of the services rendered herein, with the exception of MinnesotaCare Tax, which shall be applied in accordance with the UCare Provider Manual (as applicable). All expenses incurred by Delegate in the performance of services under this Agreement are the Delegate’s sole responsibility. If a particular Schedule requires that UCare reimburse Delegate for particular expenses the expenses shall (i) be limited to the specific types identified in the SOW, construed narrowly, (ii) be competitively sourced in the marketplace from parties unaffiliated with Delegate, (iii) paid by Delegate and rebilled by Delegate to UCare without markup or administrative charge of any kind, and (d) be documented in form satisfactory to UCare.
- b. Travel Expenses. Subject to subsection (a) above, all travel related expenses must be authorized in advance by UCare and shall be in accordance with UCare’s Vendor Guide, which is available from UCare upon request.
- c. Invoicing and Payments. Unless otherwise specified, Delegate shall request payment from UCare in accordance with the applicable Schedule. In the event billing and payment instructions are absent in a Schedule, all Fees will be payable within 45 days of receipt of a valid, undisputed invoice from Delegate accompanied by documentation reasonably requested by UCare evidencing all charges. In the event of any valid dispute regarding an invoice, UCare may withhold payment of such disputed amounts after providing written notice of its intent to withhold payment detailing the reasons for disputing the invoiced amounts to Delegate prior to the payment due date. The Parties shall promptly attempt, in good faith, to reach an agreement regarding that issue in the ordinary course of business. Delegate shall continue performing the services in accordance with this Agreement notwithstanding any such

dispute. Amounts not disputed shall be deemed accepted and shall be paid according to this Section 3.1.

- 3.2 Laws, Regulations, Instructions, and Contractual Agreements. In carrying out its delegated activities specified in this Agreement, the Delegate shall comply with all applicable Medicare laws and CMS regulations and instructions, all applicable provisions of UCare's contract with CMS, all applicable requirements as set forth in the contracts between UCare and DHS, and all other applicable state and federal laws. To the extent the terms of this Delegation Agreement conflict with terms of UCare's contracts with CMS or DHS, the terms of the applicable CMS or DHS contract shall apply. Although UCare has delegated certain obligations and functions, the parties acknowledge that UCare retains ultimate authority, responsibility, and accountability for such obligations or functions. This does not waive any of UCare's rights under this Delegation Agreement or under the law in the event Delegate fails to comply with the terms of this Delegation Agreement.
- 3.3 Compliance Oversight by UCare. UCare shall have the right to review Delegate's compliance with the terms of this Delegation Agreement, as well as Delegate's compliance with applicable laws, regulations, and CMS instructions. Such oversight shall include but not be limited to an annual oversight review or audit. Delegate agrees to cooperate with UCare's oversight activities, including: (a) furnishing records or making copies as requested by UCare, at Delegate's expense; (b) making records and staff available during Delegate's normal working hours for UCare staff performing oversight; and (c) providing on-site access to Delegate's work premises, subject to Delegate's normal security policies and procedures, after reasonable prior notice by UCare. Delegate shall timely complete UCare's annual compliance attestation form and return it to UCare.
- 3.4 Non-Performance and/or Non-Compliance by Delegate. In the event Delegate does not perform in accordance with the terms of this Delegation Agreement, UCare shall furnish Delegate with feedback about non-performance and shall work with Delegate to develop improvement and/or corrective action plans. UCare retains the right to resume responsibility at any time for any of the delegated responsibilities described in this Delegation Agreement, and may exercise this right by giving written notice of revocation to Delegate at least ten (10) days prior to resuming responsibility, unless a shorter period of time is necessary for UCare to demonstrate compliance for a government agency or prevent any potential harm to Members. In the event UCare revokes delegation, UCare shall not be responsible for any reimbursement to Delegate for such delegated functions performed after the date of revocation. Delegate shall work with UCare on the transition of Member information in the event any delegated function is resumed by UCare. Notwithstanding the above provisions relating to corrective action plans and the right to resume delegated responsibilities, UCare retains termination rights as described in Article 4 of this Delegation Agreement.
- 3.5 Regulatory Penalties. Without prejudice to Delegate's other indemnity obligations hereunder, Delegate agrees to reimburse UCare for any regulatory penalties or contract sanctions assessed against UCare resulting from Delegate's performance or non-performance under this Agreement or non-compliance with applicable laws, rules and guidance. UCare's rights under this Section 3.5 do not affect, supersede or replace any other rights of UCare specified in this Delegation Agreement or remedies available under the law, which arise in the event of noncompliance or breach by Delegate of the terms of this Delegation Agreement.

- 3.6 Subdelegation. Delegate must obtain UCare's prior written approval of any subdelegation of its responsibilities under this Agreement before the subdelegation becomes effective. Prior to its request for UCare's approval of the subdelegation, Delegate shall conduct a pre-delegation assessment prior to subdelegation, and make this assessment available for UCare's review. Delegate shall provide UCare a copy of annual subdelegation audit reports upon UCare's request. Delegate shall remain accountable and liable for its responsibilities described in this Delegation Agreement even if it subdelegates its responsibilities to another entity. Delegate is responsible for adequate oversight of all subdelegates and must require subdelegates to cooperate with evaluation and monitoring efforts by UCare and Delegate, and to comply with the applicable terms of this Delegation Agreement and all applicable regulatory or accreditation standards. If UCare has an obligation to provide notice under this Delegation Agreement, such obligation shall only apply to notice to the Delegate, which shall be responsible for notifying the subdelegate.
- 3.7 Applicability. This Delegation Agreement relates to services provided by Delegate to Members who have been assigned by UCare to Delegate to receive such services.
- 3.8 Compensation. Unless otherwise mutually agreed to by UCare in writing, Delegate shall not be entitled to separate compensation for its provision of services under this Delegation Agreement.
- 3.9 Staffing and Qualifications of Staff. Delegate agrees to employ an adequate number of staff to effectively manage Members, using a caseload ratio of number of staff to Members as mutually agreed to by the parties. Staff must be properly trained, qualified and supervised by Delegate so that they understand and implement the responsibilities and obligations set forth in this Delegation Agreement and any instructions provided by UCare to Delegate. Nurses, physicians and other licensed health professionals performing services under this Delegation Agreement must have all licenses or certifications required to perform the services they perform under applicable law. All such licenses shall be current and unrestricted.
- 3.10 Reports. Delegate agrees to submit to UCare the reports as described in the applicable Schedule at the frequency specified. UCare reserves the right to request additional reports related to services provided under this Delegation Agreement as reasonably determined by UCare and agreed to by the Delegate, or as otherwise required by regulation, CMS or DHS.
- 3.11 Professional Conduct. Delegate staff shall perform the services described in this Delegation Agreement in a professional manner, and fairly and accurately represent UCare's procedures or decisions when communicating with Members or other third parties.
- 3.12 Business Associate Agreement. In carrying out the obligations in this Delegation Agreement, the parties shall comply if applicable, with the HIPAA Business Associate Agreement. The parties acknowledge that DHS has designated UCare as part of the "welfare system" under the Minnesota Data Practices Act, Minnesota Statutes § 13.46, subd. 1 for Minnesota Health Care Programs.
- 3.13 Appeals. Delegate agrees to submit to UCare within one (1) business day any appeal or reconsideration of a denial or reduction of services received by Delegate from an Member or authorized representative, an Member's immediate family, or an Member's physician.

- 3.14 Intellectual Property Ownership. UCare shall remain, the sole and exclusive owner of all right, title and interest in and to any UCare Materials, including all intellectual property rights therein. Delegate shall have no right or license to use any UCare Materials except solely during the Term of the Agreement to the extent necessary to provide the services to UCare. All other rights in and to the UCare Materials are expressly reserved by UCare.
- 3.15 Ownership and Management Disclosure. Delegate, to the extent required by UCare or any state or federal regulator, shall provide disclosure of ownership and management information to ensure compliance with 42 CFR § 455.104.
- 3.16 Lobbying Certification. Delegate hereby certifies to the best of its knowledge that federally appropriated funds are not and have not been expended by or on behalf of Delegate to pay for any person for influencing or attempting to influence an officer or employee of any federal agency or any member or employee of the U.S. Congress in connection with the awarding of a federal contract, grant, loan, or cooperative agreement, or the renewal or modification thereof. If funds other than federally appropriated funds have been or will be paid for any activity described by the preceding sentence, Delegate shall complete and submit the standard “Disclosure Form to Report Lobbying” in accordance with its instructions.
- 3.17 Confidentiality.
- a. Non-Disclosure Agreement. If the Parties have entered into a fully executed confidentiality agreement, such agreement shall be incorporated herein and shall remain in full force and effect. To the extent that any conflicts or inconsistencies arise between the terms of this Agreement and such confidentiality agreement, the terms most protective of a party’s Confidential Information shall control.
 - b. Definition of Confidential Information. “Confidential Information” means: (i) all information marked as “Confidential,” “Proprietary,” or with a similar legend by a party, (ii) information and data provided by a party which under the circumstances surrounding the disclosure should be reasonably deemed confidential or proprietary, (iii) any information or data that is treated as confidential by a party, including, without limitation, information concerning past, present, and future business affairs, trade secrets, patents, trademarks (whether registered or applied for) and proprietary information such as ideas, concepts, techniques, drawings, works of authorship, models, inventions, financial information, development plans, processes, equipment, algorithms, software programs, and formulae related to the current and/or proposed products and services as well as information with regard to research and development, business and marketing strategies, policies and procedures, provider network information, legal information, financial information, including forecasts, records, budgets, (iv) information concerning a party’s suppliers, and other third parties’ past, present, and future business affairs, including, without limitation, finances, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales and other strategies, (v) third party confidential information included with, or incorporated in, any information provided by one party to the other, (vi) other information that would reasonably be considered non-public, confidential, or proprietary given the nature of the information and Discloser’s and Recipient’s businesses, and (vii) notes, analyses, compilations, reports, forecasts, studies,

samples, data, statistics, summaries, interpretations, and other materials prepared by or for the other party that contains, are based on, or otherwise reflect or are derived, in whole or in part, from any of the foregoing.

- c. Except for PHI, Confidential Information shall not include information that: (a) is already known to the Receiving Party (defined below) without restriction on use or disclosure prior to receipt of such information from the Disclosing Party (defined below); (b) is or becomes generally known by the public other than by a breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.
- d. Confidentiality Obligations. The Party receiving Confidential Information (“Receiving Party”) agrees:
 - i. not to disclose or otherwise make available Confidential Information of the party that disclosed such Confidential Information (“Disclosing Party”) to any third party without the prior written consent of the Disclosing Party; provided, however, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its Affiliates, and their respective officers, employees, consultants and legal advisors who have a “need to know” such information in order to provide services under this Agreement, who are bound in writing by confidentiality and other obligations sufficient to protect the Confidential Information hereunder;
 - ii. to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under this Agreement or, in the case of UCare, to make use of the services provided hereunder; and
 - iii. to use at least the same degree of care to protect, safeguard, and prevent the unauthorized use or disclosure of the Confidential Information as Receiving Party uses with respect to its own confidential information of a similar nature, which shall not in any case be less than the care a reasonable business person would use under similar circumstances;
 - iv. to immediately notify the Disclosing Party in the event it becomes aware of any security breach, loss or disclosure of any of the Confidential Information of the Disclosing Party.
- e. Compelled Disclosures. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:
 - i. to the extent permitted by applicable law, prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and
 - ii. reasonable assistance, at the Disclosing Party’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure;

- iii. If, after providing such notice and assistance, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and the Receiving Party shall use reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.
 - f. Ownership. Each party shall retain its right, title and interest, including all intellectual property rights, in and to its Confidential Information. Neither this Agreement nor any disclosure of Confidential Information shall be deemed to grant the Receiving Party any interest, license, assignment, grant, portion, or other intellectual property right whatsoever.
 - g. Prohibited Use of Confidential Information. Except to perform services for UCare hereunder, Delegate may not incorporate any UCare Confidential Information into any Delegate proprietary services, products, and/or confidential intellectual property.
 - h. Survival. Each party's obligations under this Section 3.17 will survive termination or expiration of this Agreement for a period of ten years, except for Confidential Information that constitutes a trade secret under any applicable law, in which case, such obligations shall survive for as long as such Confidential Information remains a trade secret under such law.
 - i. Offshoring. In no event shall (i) any Protected Health Information, as defined in 45 C.F.R. § 160.103, be transmitted, stored, used or disclosed outside of the United States for any reason by Receiving Party; or (ii) any services involving the transmission, storage, use or disclosure of Protected Health Information be performed by Receiving Party outside of the United States, without the prior written consent of UCare and the explicit, written approval of UCare's Chief Legal Officer.
- 3.18 Insurance. Delegate shall, at its own expense, maintain proper and adequate insurance coverage protecting itself, its affiliates and UCare in connection with its indemnification obligations and other liabilities under this Agreement at least the following insurance coverages:
- a. Commercial General Liability including broad form contractual liability and personal injury endorsements, providing coverage against liability for bodily injury, death, and property damages in the minimum amount of \$5,000,000 per occurrence and \$10,000,000 minimum aggregate combined single limit;
 - b. Worker's Compensation with limits no less than the minimum amount required by applicable law;
 - c. Errors and Omissions/Professional Liability with limits no less than \$10,000,000; and
 - d. Cyber Liability Insurance with limits no less than \$5,000,000 combined single limit.

Delegate shall promptly provide UCare with copies of the certificates of insurance for all insurance coverage required by this Section, which certificates shall name UCare as an additional insured with respect to coverage described in the Section above. Delegate shall not

do anything to cancel or invalidate any of the insurance without replacing such insurance with replacement cover without interruption. The certificate of insurance shall reflect that cancellation or nonrenewal of any coverage shall not transpire without the carrier first providing UCare with at least thirty (30) days prior written notice. This Section shall not be construed in any manner as waiving, restricting or limiting the liability of Delegate for any obligations imposed under this Agreement (including but not limited to, any provisions requiring Delegate to indemnify, defend and hold the UCare Indemnitees harmless under this Agreement).

- 3.19 Exclusion. Delegate represents and warrants that Delegate and the personnel who have been identified to provide services under this Agreement are not excluded or debarred. Delegate shall perform monthly checks of the OIG List of Excluded Individuals and Entities and the GSA System for Award Management lists, to assure that none of the personnel providing services hereunder are excluded or debarred. In the event Delegate identifies any such individual as debarred, Delegate shall immediately notify UCare of such fact and shall immediately cease using such individual to provide services under this Agreement.
- 3.20 Business Continuity. Delegate shall maintain a commercially reasonable business continuity/disaster recovery plan.
- 3.21 Assignment. Delegate shall not have the right to assign any of its rights or obligations under this Agreement without the prior written consent of UCare, which UCare shall have the right to withhold in its sole discretion. Any attempted assignment in violation of this section shall be void.

ARTICLE 4: SEVERABILITY AND TERMINATION

- 4.1 Term. The term of this Delegation Agreement shall remain effective until the completion of the Delegated Functions under all Schedules or until terminated as described herein.
- 4.2 Without Cause Termination. Either party may terminate this Delegation Agreement without cause by providing the other party with written notice of termination at least 125 days in advance of the termination date.
- 4.3 Termination by UCare. Notwithstanding other methods of termination herein, UCare may terminate this Delegation Agreement, in whole or in part, immediately upon written notice to Delegate:
 - (a) If UCare determines that continuing any part of this Delegation Agreement would put the health, safety, or welfare of Members in immediate jeopardy;
 - (b) If UCare determines that there is a material impairment of Delegate's ability to perform under this Delegation Agreement that cannot reasonably be expected to be remedied within 10 days; or
 - (c) If UCare determines that Delegate does not meet the requirements of UCare's pre-delegation evaluation.

- 4.4 Termination for Breach. Either party may terminate this Delegation Agreement thirty (30) days after sending written notice of breach to the other party if the breach is not cured during the notice period.
- 4.5 Effect of Termination. Upon expiration or termination of this Agreement for any reason, Delegate shall promptly:
- (a) Deliver to UCare all documents, work product, and other materials, whether or not complete, prepared by or on behalf of Delegate in the course of performing the services for which UCare has paid.
 - (b) Return to UCare all UCare-owned property, equipment, or materials in its possession or control.
 - (c) Remove any Delegate-owned property, equipment, or materials located at UCare's locations.
 - (d) Deliver to UCare, all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on UCare's Confidential Information.
 - (e) Provide reasonable cooperation and assistance to UCare for upon UCare's written request, and at UCare's expense, in transitioning the services to an alternate Delegate.
 - (f) On a pro rata basis, repay all fees and expenses paid in advance for any services which have not been provided.
 - (g) Permanently erase all of UCare's Confidential Information from its computer systems.
 - (h) Certify in writing to UCare that it has complied with the requirements of this section and deliver to an attestation of return or destruction of PHI, if applicable.
- 4.6 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision or this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

ARTICLE 5: DATA PROTECTION AND SECURITY.

- 5.1 Definition and Ownership of UCare Data. "UCare Data" means any data, or information (including UCare Confidential Information), or other content transmitted to or collected by Delegate in connection with the services under this Agreement or any Schedule including but not limited to protected health information and electronic protected health information within the meaning of 45 CFR § 160.103. UCare Data shall be considered UCare Confidential Information. All right, title, and interest in UCare Data will remain the property of UCare and neither this Agreement nor any disclosure of UCare Data shall be deemed to grant Delegate any interest, license, assignment, grant, portion or other intellectual property right whatsoever. Delegate has no intellectual property rights or other claim to UCare Data that is hosted, stored, or transferred to and from UCare to Delegate. Delegate will cooperate with UCare to protect UCare's intellectual property rights and UCare Data. Delegate will promptly notify UCare if Delegate becomes aware of any potential infringement of those rights in accordance with the provisions of this Agreement.

- 5.2 Definition of Authorized Employees. "Authorized Employees" means Delegate's employees who have a need to know or otherwise access UCare Data to enable Delegate to perform its obligations under this Agreement.
- 5.3 Definition of Authorized Persons. "Authorized Persons" means (i) Authorized Employees; and (ii) Delegate's contractors, agents, own service providers, auditors, or representatives who have a need to know or otherwise access UCare Data to enable Delegate to perform its obligations under this Agreement, and who are bound in writing by confidentiality and other obligations sufficient to protect UCare Data in accordance with the terms and conditions of this Agreement.
- 5.4 Standard of Care. Delegate acknowledges and agrees that, in the course of its engagement with UCare, Delegate may create, receive, or have access to UCare Data. Delegate shall comply with the terms and conditions set forth in this Agreement and the Business Associate Agreement, if applicable, in its creation, collection, receipt, transmission, storage, disposal, use, and disclosure of such UCare Data and be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of UCare Data under its control or in its possession by all Authorized Employees or Authorized Persons. Delegate shall be responsible for, and remain liable to, UCare for the actions and omissions of all Delegate employees who have a need to know or otherwise access UCare Data to enable Delegate to perform its obligations under this Agreement ("Authorized Employees") authorized persons concerning the treatment of UCare Data as if they were Delegate's own actions and omissions.
- 5.5 Use of UCare Data. Delegate agrees that it shall keep and maintain all UCare Data in strict confidence, using such a degree of care as is appropriate to avoid unauthorized access and use and disclosure UCare Data solely and exclusively for the purposes for which the UCare Data, or access to it, is provided pursuant to this Agreement. All UCare Data that will be hosted by Delegate under this Agreement will be hosted at data centers maintained and operated by Delegate located in the United States of America (the "Data Centers") and shall not be transferred to any other jurisdiction without prior written consent of UCare. All UCare Data stored or at rest in the Data Centers, or in transport, will be encrypted in transport and will not be transferred to any other hosting entity or location without the prior written consent of UCare. Delegate will provide the following available services and functions as part of the services without additional cost: (i) the use of encryption technology to protect UCare Data from unauthorized access; and (ii) routine back-up and archiving of UCare Data. Delegate shall implement and maintain, during the Term of this Agreement or for as long as Delegate retains a copy of UCare Data (even for archival purposes, reasonable security standards that Delegate determines are necessary, but in no event less than industry standards, to protect (i) the physical security of the Data Centers used to maintain UCare Data; and (ii) Delegate network, all operating systems and software applications, and all data storage systems and media provided by Delegate or its licensors or contractors, or operated or provided by UCare that connect or interface with Delegate, from being subject to any disabling devices.
- 5.6 Prohibited Use of UCare Data. Delegate may not (i) resell, distribute, sublicense, lease, rent, loan or otherwise transfer UCare Data to any third party; (ii) use UCare Data, or permit it to

be directly or indirectly accessed or used for any other purpose other than for Delegate's use to perform the services provided hereunder or for any purpose which could be deemed adverse to or competitive with UCare or its business; (iii) except to fulfill Delegate obligations hereunder, Delegate may not incorporate any UCare Data into any Delegate proprietary services, products and/or intellectual property; (iv) use any removeable media devices on any UCare systems, unless pre-approved in writing by UCare; (v) connect UCare systems to external networks unless preapproved in writing by UCare and Delegate has secured authentication and access control procedures approved by the UCare Business Information Security Manager or their designee; and (vi) store any UCare Electronic PHI or other UCare confidential information on any non-UCare device, system or resource unless: (i) pre-approved in writing by UCare; and (ii) if directed by UCare, compliant with the UCare Security Standards for Delegates. In addition, Delegate must segregate third-party networks from other UCare systems by appropriate network controls.

5.7 Security Audit Requirement. Upon UCare's written request, to confirm compliance with this Agreement, as well as any applicable laws and industry standards, Delegate shall promptly and accurately complete a written information security questionnaire provided by UCare, or a third party on UCare's behalf, regarding Delegate's business practices and information technology environment in relation to all UCare Data being handled and/or services being provided by Delegate to UCare pursuant to this Agreement. Delegate shall fully cooperate with such inquiries. UCare shall treat the information provided by Delegate in the security questionnaire as Delegate's Confidential Information. In addition, at least once per year, Delegate shall conduct site audits of the information technology and information security controls for all facilities used in complying with its obligations under this Agreement, which shall include but not limited to engaging a third-party auditing firm to perform a Service Organization Control ("SOC") Type 2 audit on internal and external Delegate procedures and systems that access or contain UCare Data. Any exceptions noted on the SOC 2 audit report will be promptly addressed with the development and implementation of a corrective action plan by Delegate's management. Upon UCare's request, Delegate will provide UCare with a copy of Delegate's SOC 2 audit report. UCare shall keep and maintain such audit reports in confidence, provided, however, that UCare may permit DHS, CMS, HHS, the Comptroller General, or their designees, to have direct access to inspect or evaluate such report for the purpose of determining UCare's or Delegate's compliance with applicable laws, regulations, contract requirements or instructions pursuant to which UCare or Delegate has a compliance obligation. UCare may review policies and procedures and training records and conduct spot checks regarding compliance with these Standards: (i) prior to engagement with UCare; (ii) on a routine basis once per year; and (iii) at any time, upon reasonable written notice, to document implementation of a corrective action plan or compliance with a material change in a control or in response to publicly identified non-compliance with these Standards, discovery of non-compliance through UCare use of technology, or notification from Delegate that non-compliance exists. UCare may audit UCare systems to document Contractor's compliance with these Standards at any time, in UCare's sole discretion.

5.8 Definition of Security Breach. "Security Breach" means (i) any act or omission that compromises either the security, confidentiality, or integrity of UCare Data or the physical, technical, administrative or organizational safeguards put in place by Delegate or by UCare should Delegate have access to UCare's systems, that relate to the protection of the security,

confidentiality, or integrity of UCare Data; (ii) receipt of a complaint in relation to the privacy and data security practices of Delegate; or (iii) a breach or alleged breach of this Agreement relating to such privacy and data security practices.

5.9 Security Breach Procedures. Delegate agrees to monitor and test its data safeguards from time to time and agrees to adjust its data safeguards in light of any relevant circumstances or the results of any relevant testing or monitoring. Notwithstanding the foregoing, if Delegate suspects or becomes aware of a Security Breach Delegate shall (i) provide UCare with the name and contact information for an employee/security operations or other service desk of Delegate who shall serve as UCare's primary security contact and shall be available to assist UCare twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a Security Breach; (ii) notify UCare of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Delegate becomes aware of it; and (iii) notify UCare of any Security Breaches by email to Delegate's primary business contact within UCare, with copy to Compliance@ucare.org. Immediately following Delegate's notification to UCare of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Delegate agrees to fully cooperate with UCare, including, without limitation: (i) assisting with any investigation; (ii) providing UCare with physical access to the facilities and operations affected; (iii) facilitating interviews with Delegate's employees and others involved in the matter; and (iv) making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by UCare.

5.9 Expenses of Remediation for a Security Breach. Delegate shall at its own expense to immediately contain and remedy any Security Breach and prevent any further Security Breach, including, but not limited to taking any and all action necessary to comply with applicable privacy rights, laws, regulations, and standards. Delegate shall reimburse UCare for all reasonable costs incurred by UCare in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation.

5.10 Disclosure of Breach to Third Parties. Delegate agrees that it shall not inform any third party of any Security Breach without first obtaining UCare's prior written consent. Further, Delegate agrees that UCare shall have the sole right to determine: (i) whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by law or regulation, or otherwise in UCare's discretion; and (ii) the contents of such notice, whether any type of remediation may be offered to affected persons, and the nature and extent of any such remediation.

ARTICLE 6: MISCELLANEOUS PROVISIONS

6.1 Training. Delegate agrees to provide staff with the training necessary to accomplish Delegated Functions, and participate in UCare-sponsored training sessions.

6.2 Periodic Meetings. Delegate agrees to participate in periodic collaboration/oversight meetings to ensure compliance with this Delegation Agreement.

- 6.3 Cooperation with Regulatory Audits. Delegate agrees to cooperate, assist, and provide information (in a manner consistent with State and Federal law) as requested by the U.S. Department of Health and Human Services, CMS, DHS, the Comptroller General, the Minnesota Department of Health, the Minnesota Attorney General, the Minnesota Department of Commerce and/or their designees in any audit or inspection during the Delegation Agreement and for a period of ten years following its termination or ten years after an audit, whichever is later.
- 6.4 Record Review. Delegate agrees to cooperate with UCare's periodic reviews of selected Member medical records and/or Case Management or Care Coordination files, including providing to UCare, upon request, paper or electronic (if approved in advance by UCare) copies of all Member records at no cost to UCare.
- 6.5 Policy Review. Delegate agrees to submit to UCare upon UCare's request Delegate applicable policies and/or procedures related to services performed under this Delegation Agreement.
- 6.6 Program Initiatives. UCare and Delegate agree to include, as part of Delegate's Case Management and Care Coordination efforts, special program initiatives for quality improvement and disease or population management. UCare and Delegate will mutually agree on whether the Delegate may be exempt from these programs due to having equivalent programs that are managed by the Delegate. At a minimum, UCare and Delegate will jointly pursue the quality improvement and disease management initiatives required by DHS and CMS.
- 6.7 Reporting of Fraud, Abuse, and Quality of Care Issues. Delegate shall report to UCare any suspected fraud or abuse, and any suspected quality of care issues as soon as Delegate becomes aware of such issue.
- 6.8 Retention of Records. Delegate shall retain records related to the services provided including, but not limited to, medical records, Utilization Review records, Care Management records, Care Coordination records, and Case Management records provided under this Delegation Agreement, in the manner and for the period of time required by CMS regulations and UCare's DHS contracts and in no event no less than 10 years following the end of the calendar year to which the records relate. Delegate also agrees to safeguard an Member's privacy and confidentiality, consistent with all State and Federal laws (including requirements from UCare necessary for compliance), and to assure the accuracy of an Member's medical, health and enrollment information and records, as applicable.
- 6.9 Indemnification. Each party shall indemnify, defend, and hold harmless the other party and its employees, directors, and agents from any loss or liability for claims, damages, regulatory penalties, costs and expenses, including reasonable attorneys' fees, arising from the negligent acts or omissions or intentional acts, or from the breach of this Delegation Agreement, of the indemnifying party and its employees or agents related to this Delegation Agreement. If Delegate is a county, any liability or indemnification by the county is limited to the state statutory maximum liability amounts.

- 6.10 Compliance with Terms. Failure to insist upon strict compliance with any of the terms herein (by way of waiver or breach) by either party shall not be deemed to be a continuous waiver in the event of any future breach or waiver of any condition hereunder.
- 6.11 Venue. This Delegation Agreement shall be governed by Minnesota laws, and the venue for any dispute shall remain in Minnesota.
- 6.12 Amendment. This Delegation Agreement may only be amended by a written agreement executed by the parties, except it may be amended automatically by UCare upon written notice to Delegate of any changes in law, regulation, and DHS or CMS contract with UCare which directly impact the terms of this Delegation Agreement.
- 6.13 Notices. All notices, communications, payments, and other documents required or permitted hereunder shall be in writing. Such notices shall be given: (i) by delivery in person; (ii) by courier service; (iii) by certified mail, postage prepaid, return receipt requested; (iv) by facsimile; or (v) by electronic mail addressed to the recipient at the address shown in the signature block to this Delegation Agreement, or to such other addresses as may be provided by either party to the other. Notices given shall be effective upon (i) receipt by the party to which notice is given, or (ii) three (3) days following mailing, whichever occurs first.
- 6.14 Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any terms of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation, acts of God, pandemics, floods, fires or explosions, war, invasion, riot or other civil unrest, actions, embargoes or blockages or national or regional emergency, whether similar or dissimilar to the foregoing (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give written notice to the other party, stating the period of time the occurrence is expected to continue and the party claiming a Force Majeure Event, under this Article 6.14, shall make all reasonable efforts to remove or eliminate such a cause for delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the Agreement or an applicable Schedule. During the Force Majeure Event, the nonaffected party may similarly suspend its performance obligations until such time as the affected party can reasonably resume performance.
- 6.15 Independent Contractors / No Agency. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever or hold itself out to others as having such authority.
- 6.16 DHS-Required Language. In the event the contract between CMS and UCare or the contract between DHS and UCare is terminated or non-renewed, the contract between UCare and Delegate will be terminated with respect to the affected services or if all services are affected, then in its entirety, unless UCare and Delegate agree to the contrary. Such

termination shall be carried out in accordance with the termination requirements stated in 42 C.F.R. §§ 422.506, 422.510 and 422.512, as applicable.

- 6.17 Compliance with Laws. Both parties agree to comply with: (i) all applicable Medicare and Medicaid laws and regulations, and applicable Centers for Medicare & Medicaid Services instructions; (ii) all applicable Minnesota laws, regulations and guidance applicable to Minnesota state health care programs; (iii) the applicable provisions of the contracts between UCare and the Minnesota Department of Human Services (DHS), the Centers for Medicare and Medicaid Services (CMS), and MNsure, which are hereby incorporated by reference; (iv) all state and federal laws applicable to entities which receive federal funds; (v) provisions of Minnesota law applicable to the commercial products offered by UCare, including but not limited to Minnesota Statutes chapter 62V; (vi) all applicable state and federal laws, regulations and Executive Orders regarding prohibited discrimination, including Title VI of the Civil Rights Act, the Age Discrimination Act, and the Americans with Disabilities Act; and (vii) all applicable laws governing the services provided hereunder
- 6.18 Publicity. Neither party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or any Schedule or use the other party's trademarks, service marks, trade names, logos, symbols or brand names without, in each case, obtaining the prior written consent of the other party.
- 6.19 Entire Agreement. This Agreement, together with all Schedules, Exhibits, and if applicable, the Business Associate Agreement and any other documents incorporated herein by reference, constitutes the sole and entire Agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule or Exhibit, the provision in the Schedule or Exhibit shall control for that Schedule or Exhibit only. In the event of a conflict between this Agreement or any Schedule, Exhibit and if applicable, the Business Associate Agreement, the Business Associate Agreement shall control with respect to the subject matter contained therein.
- 6.20 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.
- 6.21 Waiver of Jury Trial. Each party agrees to waive, to the fullest extent permitted by law, any right to trial by jury or any claim, demand, action, or cause of action arising under this Agreement or in any way connected with or related or incidental to the dealings of the parties in respect of this Agreement or any of the transactions contemplated hereunder, in each case whether now existing or hereafter arising, and whether in contract, tort, equity, or otherwise. Each party agrees that any such claim, demand, action, or cause of action will be decided by court trial without a jury and that the parties to this Agreement may file an original counterpart of a copy of this Agreement with any court as written evidence of the agreement and consent of the parties hereto to the waiver of their right to trial by jury.

- 6.22 Equitable Relief. Each party acknowledges that a breach by a party of Article 3.14 (Intellectual Property Ownership), Article 3.17 (Confidentiality) and Article 5 (Data Protection and Security) may cause the nonbreaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the nonbreaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from the court, in addition to any other remedy to which the nonbreaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.
- 6.23 Prevailing Party. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its actual attorneys' fees, arbitration, costs and expenses from the non-prevailing party.
- 6.24 Export Controls. The parties acknowledge that the Confidential Information or other information disclosed or provided by and to each of them under this Agreement may be subject to export controls under the laws and regulations of the United States. Each party shall comply with such laws and regulations and agrees not to knowingly export, re-export or transfer any of the other party's Confidential Information or other information, to the extent even permitted herein, without first obtaining all required authorizations or licenses from the appropriate authorities.
- 6.25 Audit. UCare, or a third-party auditor on our behalf, shall have the right to audit Delegate's facilities and books and records (hereinafter, the "UCare Audit Rights") to confirm Delegate's compliance with the terms of this Agreement. UCare may exercise the UCare Audit Rights up to two times in any one calendar year period. If Delegate is not in compliance with any terms of this Agreement and UCare determines or finds evidence of, such noncompliance through the exercise of UCare Audit Rights, Delegate shall pay all of UCare's costs and expenses, including reasonable professional fees and expenses associated with UCare's exercise of the UCare Audit Rights. UCare must provide three (3) calendar days' prior written notice of its intent to exercise the UCare Audit Rights. In connection with the UCare Audit Rights, UCare shall have access to all areas of Delegate's facilities, Delegate's employees and agents, and all of Delegate's books and records, including the right to make copies of Delegate's applicable books and records and remove such copies from Delegate's facility or third-party location. No such audit or inspection will serve, operate or otherwise be construed as a release of Delegate from its obligations under this Agreement. To the extent required by law, until the expiration of ten (10) years after the furnishing of services pursuant to this Agreement, Delegate agrees to retain, and to make available upon receipt of written request from the Secretary of Health and Human Services or the U.S. Comptroller General or any of their duly authorized representatives, this Agreement and the books, documents and records that are necessary to certify the nature and extent of costs of services provided by Delegate hereunder
- 6.26 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of

electronic transmission, shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement

6.27 Survival. Article 3.14 (Intellectual Property Ownership), Articles 3.17 (Confidentiality), 5 (Data Protection and Security) and 6.9 (Indemnification) will survive termination or expiration of this Agreement

IN WITNESS WHEREOF, each party has caused this Delegation Agreement to be signed on its behalf by its duly authorized representative.

UCare
P.O. Box 52
500 Stinson Blvd., NE.
Minneapolis, MN 55440-8551

**Kanabec County Treasurer dba Kanabec
County Community Health**
905 Forest Ave E
STE 127 & STE 150
Mora, MN 55051

Ghita Worcester
Senior Vice President of Public Affairs and
Chief Marketing Officer

By

Printed Name

Formal Title

Date

Date

SCHEDULE A

LIST OF DELEGATED FUNCTIONS

Delegate shall assume responsibility for the following Delegated Functions described in the following Schedule(s) which UCare has marked with an “X”, and agrees to follow the terms of such Schedules and the Delegation Agreement in performing such functions. Delegated Functions described in the following Schedule(s) marked as “n/a”, shall not be the responsibility of the Delegate.

| |
|--|
| Delegated Function Schedule(s) (Check all that apply) |
|--|

| | |
|---|--------------|
| Schedule B – Utilization Management Services and Reporting Obligations | _____ |
| Schedule C – Credentialing Services and Reporting Obligations | _____ |
| Schedule D – Member Connections Services and Reporting Obligations | _____ |
| Schedule E – Network Management Services and Reporting Obligations | _____ |
| Schedule F – Population Health Services and Reporting Obligations | _____ |
| Schedule G – Care Coordination for SNBC | <u> X </u> |
| Schedule H – Case Management for {PRODUCT} | _____ |
| Schedule K – Reporting Obligations for Case Management, Care Coordination, Case Coordination | _____ |
| Schedule L – Printing and Mail Services and Reporting Obligations | _____ |

| |
|---|
| Product Addendums Applicable to Delegated Function Schedules |
|---|

| | |
|---|--------------|
| Schedule M – Medicare, Medicaid, and ACA IFP MNSure Exchange Addendum | <u> X </u> |
|---|--------------|

SCHEDULE G

**CARE COORDINATION FOR SPECIAL NEEDS BASICCARE (CONNECT AND/OR
CONNECT + MEDICARE)**

[ATTACHED SEPARATELY]

SCHEDULE M

MEDICARE, MEDICAID AND ACA IFP MNSURE EXCHANGE ADDENDUMS

[ATTACHED SEPARATELY]

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "Agreement") is made effective as of January 1, 2023 ("Effective Date"), by and between UCare Minnesota, including any affiliates, with a principal place of business at 500 Stinson Blvd NE, Minneapolis, MN 55413 ("UCare") ("Covered Entity") and Kanabec County Treasurer dba Kanabec County Community Health ("Business Associate") with a principal place of business at 905 Forest Ave E STE 127 & STE 150 Mora, MN 55051 (each, a Party" and, collectively, the "Parties").

In consideration of the mutual covenants herein contained and intending to be legally bound hereby, the Parties hereto agree as follows:

I. DEFINITIONS

A. In General. Terms used, but not otherwise defined, in this Agreement shall have the same meaning established for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), ARRA (as defined below), the Privacy Rule (as defined below), the Security Rule (as defined below), and the Unsecured PHI Breach Rule (as defined below), as each is amended from time to time.

B. Specific Definitions.

1. "Applicable Law" shall mean any of the following items, including any amendments to any such item as such may become effective:
 - a. HIPAA;
 - b. 42 CFR part 2;
 - c. the federal regulations regarding privacy and promulgated with respect to HIPAA, found at 45 CFR parts 160 and 164 (the "Privacy Rule");
 - d. the federal regulations regarding electronic data interchange and promulgated with respect to HIPAA, found at 45 CFR parts 160 and 162 (the "Transaction Rule");
 - e. the federal regulations regarding security and promulgated with respect to HIPAA, found at 45 CFR parts 160 and 164 (the "Security Rule");
 - f. the federal regulations regarding notification in the case of breach of Unsecured PHI, found at 45 CFR parts 160 and 164 (the "Breach Notification Rules"); and
 - g. ARRA.
2. "ARRA" means Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 (HITECH).

3. "De-Identified Information" means the de-identification of protected health information within the meaning of 45 CFR § 164.514, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.
4. "ePHI" means electronic protected health information within the meaning of 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.
5. "PHI" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, in any form (including De-Identified Information) or medium.
6. "Underlying Agreement" shall mean any agreement between Covered Entity and Business Associate, under which Business Associate, on behalf of Covered Entity, provides a service or product, or performs or assists in the performance of a function or activity, which involves the disclosure, creation, receipt, maintenance, or transmission of PHI by Business Associate from or on behalf of Covered Entity.
7. "Unsecured PHI" shall have the same meaning as the term "unsecured protected health information" in 45 CFR § 164.402, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

II. RIGHTS AND OBLIGATIONS OF BUSINESS ASSOCIATE

A. General Obligations and Activities.

1. Business Associate shall not use or disclose PHI, including De-Identified Information, for any purpose except as permitted by this Agreement or as required by law.
2. Business Associate shall use appropriate safeguards and comply with the Security Rule with respect to ePHI, to prevent use or disclosure of PHI other than as provided for in this Agreement. Business Associate shall encrypt (as that term is defined in 45 CFR § 164.304) its portable electronic devices that contain ePHI in a manner that is consistent with the "Guidance Specifying the Technologies and Methodologies That Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals" issued by the Department of Health and Human Services as published in the Federal Register (74 FR 19006) including any updates to this guidance.

- a. Business Associate shall use valid encryption processes for data at rest that are consistent with NIST Special Publication 800-111, Guide to Storage Encryption Technologies for End User Devices; and
 - b. valid encryption processes for data in motion which comply, as appropriate, with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others which are Federal Information Processing Standards (FIPS) 140-2 validated.
3. To the extent the Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.
4. Business Associate shall not receive remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by ARRA § 13405(d) and 45 CFR § 164.502(a)(5)(ii), as amended from time to time.
5. Business Associate agrees not to make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. § 17936(b).
6. Business Associate shall use and disclose PHI for marketing purposes only as expressly directed by UCare, and, if so directed, in accordance with 42 U.S.C. § 17936(a) and related regulations and guidance issued by the Secretary.
7. Business Associate is specifically prohibited from engaging in the following activities including, but not limited to, selling, transferring or otherwise disclosing any of UCare's eligibility lists, member enrollment data, financial or claims data or any other plan data to any entity for any purpose, without the prior written consent of UCare or as otherwise permitted under this Agreement.
8. Business Associate shall ensure that all PHI that it uses or discloses for or on behalf of Covered Entity resides at all times within the continental United States of America and is not accessed by, or otherwise disclosed to, any person located outside of the continental United States of America.
9. Business Associate agrees and understands that it must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement or the Federal Privacy Rule.
10. UCare shall retain its right, title, and interest in all PHI under this Agreement and remain the sole and exclusive owner of the PHI. Nothing in

this Agreement shall be construed to convey to Business Associate, either expressly or by implication, any right, title, or interest in the PHI and Business Associate agrees that it acquires no title or rights to the PHI, including any De-Identified Information, as a result of this Agreement.

11. Business Associate shall submit to the following audit requirements, if determined to be applicable by UCare:
 - a. At least once per year, Business Associate shall conduct site audits of its information technology and information security controls for all facilities used in complying with its obligations under the Underlying Agreement and this Agreement, which shall include but not be limited to engaging a third-party auditing firm to perform a Service Organization Control (“SOC”) Type 2 audit on internal and external Business Associate procedures and systems that access or contain UCare information. Any exceptions noted on the SOC 2 audit report will be promptly addressed with the development and implementation of a corrective action plan by Business Associate.
 - b. Upon UCare’s request, Business Associate will provide UCare with a copy of Business Associate’s SOC 2 audit report and any related documentation. UCare shall keep and maintain such audit reports in confidence, provided, however, that UCare may permit DHS, CMS, HHS, the Comptroller General, or their designees, to have direct access to inspect or evaluate such report for the purpose of determining UCare’s or Business Associate’s compliance with applicable laws, regulations, contract requirements, or instructions pursuant to which UCare or Business Associate has a compliance obligation.
 - c. Business Associate shall provide policies and procedures, training records, and any additional information needed to validate compliance with the terms of this Agreement and/or Applicable Law to UCare upon request: (i) prior to engagement with UCare; (ii) on an routine, annual basis; and (iii) at any time, upon reasonable written notice, to document implementation of a corrective action plan, compliance with a material change in a security control, or in response to the identification of real or potential non-compliance with the terms of this Agreement and/or Applicable Law.
 - d. Business Associate agrees to allow UCare to inspect the facilities of Business Associate to assess compliance with the terms of this Agreement and/or Applicable Law.
 - e. Business Associate acknowledges that UCare may audit its systems to document Business Associate’s compliance with the terms of this Agreement and/or underlying law at any time at UCare’s sole discretion.

- f. Business Associate shall maintain annual security audit reports and provide documentation demonstrating satisfactory completion of the security audit to UCare upon request.
- 12. Business Associate shall restrict the use of UCare's information, assets, and resources to that required solely for UCare business, as described in the Underlying Agreement(s) between UCare and Business Associate;
- 13. Business Associate is prohibited from the use of any removable media devices on any UCare system(s), unless pre-approved in writing by UCare;
- 14. Business Associate is prohibited from connecting any UCare systems with external networks unless such connection is secured using authentication and access control procedures and has been preapproved in writing by UCare's Security Officer or their designee;
- 15. Business Associate is prohibited from storing any UCare Electronic PHI or other UCare confidential information on any non-UCare device, system or resource unless such storage is: (i) pre-approved in writing by UCare's Security Officer; or (ii) Business Associate is directed to do so in writing by UCare's Security Officer; and
- 16. Business Associate agrees to segregate third-party networks from other UCare systems by utilizing appropriate network controls.

B. Reporting of Violations.

- 1. Business Associate shall report to Covered Entity (which shall also include a duplicate copy via email to compliance@ucare.org) within five (5) business days of Business Associate's discovery of:
 - a. Any use or disclosure of PHI not provided for by this Agreement;
 - b. Any security incident; or
 - c. Any acquisition, access, use or disclosure of Unsecured PHI in a manner not permitted by the Privacy Rule.
- 2. The events described in paragraph 1 above shall be treated as discovered by Business Associate as of the first day on which such event is known to Business Associate or, in the case of such events taking place within or happening to Business Associate or its agent, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of any event described in paragraph I above if such event is known, or, in the case of such events taking place within or happening to Business Associate or its agent, by exercising reasonable diligence would have been known, to any person, other than the person causing the event, who is an employee, officer, or other agent of Business Associate.
- 3. The Parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and

occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.

4. The reports made to Covered Entity pursuant to paragraph 1 above shall include all relevant facts concerning the event to the extent known to Business Associate and, with respect to reports of events set forth in paragraph 1(c) above, shall include the identity of each individual, to the extent known to Business Associate, whose Unsecured PHI has been, or is reasonably believed by the Business Associate to have been, acquired, accessed, used or disclosed. As soon as possible thereafter, and to the extent known to Business Associate, Business Associate shall also provide Covered Entity with a description of:
 - a. What happened, including the date of the acquisition, access, use or disclosure and the date of it becoming known to Business Associate;
 - b. The types of Unsecured PHI involved in the acquisition, access, use or disclosure;
 - c. In the case of such events taking place within or happening to Business Associate, any steps an individual should take to protect themselves from the acquisition, access, use or disclosure; and
 - d. In the case of such events taking place within or happening to Business Associate, what Business Associate is doing to investigate the acquisition, access, use or disclosure, to mitigate harm to individuals and to protect against any further unpermitted acquisition, access, use or disclosure of Unsecured PHI.
5. Business Associate shall cooperate with Covered Entity's investigation and/or risk assessment with respect to any report made by Business Associate pursuant to paragraph 1(c) above and will abide by Covered Entity's decision with respect to whether such acquisition, access, use or disclosure constitutes a breach of Unsecured PHI for purposes of the Unsecured PHI Breach Rule.
6. Business Associate agrees to follow the instructions of Covered Entity with respect to any event reported to Covered Entity under paragraph 1(c) above that Covered Entity determines to be a breach of Unsecured PHI by Business Associate or its agent. Business Associate acknowledges that this may include, but not be limited to, the actions set forth in paragraphs (a) through (d) below:

- a. Providing written notice of the Unsecured PHI breach, on behalf of Covered Entity, without unreasonable delay, but no later than sixty (60) calendar days following the date the breach is discovered or such later date to the extent required under 45 CFR 164.404, to each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, used, or disclosed as a result of the HIPAA Breach. The content, form, and delivery of such written notice shall comply in all respects with 45 CFR § 164.404(c)-(d). Business Associate and Covered Entity shall cooperate in all respects regarding the drafting and the content of the notice. To that end, before sending any notice to any individual, the Business Associate shall first provide a draft of the notice to the Covered Entity. Covered Entity shall have five (5) business days (plus any reasonable extensions) to provide comments on the Business Associate's draft of the notice.
- b. Providing written notice of the breach of Unsecured PHI, on behalf of the Covered Entity, to the media to the extent required under 45 CFR § 164.406. Business Associate and the Covered Entity shall cooperate in all respects regarding the drafting and the content of the notice. To that end, before sending any notice to the media, Business Associate shall first provide a draft of the notice to the Covered Entity. Covered Entity shall have five (5) business days (plus any reasonable extensions) to provide comments on the Business Associate's draft of the notice.
- c. Providing written notice of the breach of Unsecured PHI, on behalf of the Covered Entity, to the Secretary to the extent required under 45 CFR § 164.408. Business Associate and Covered Entity shall cooperate in all respects regarding the drafting and the content of the notice. To that end, before sending any notice to the Secretary, Business Associate shall first provide a draft of the notice to the Covered Entity. Covered Entity shall have five business days (plus any reasonable extensions) to provide comments on Business Associate's draft of the notice.
- d. If the breach of Unsecured PHI involves fewer than five hundred (500) individuals, Business Associate will maintain a log or other documentation of the breach of Unsecured PHI which contains such information as would be required to be included if the log were maintained by the Covered Entity pursuant to 45 CFR § 164.408, and provide such log to the Covered Entity within five (5) business days of the Covered Entity's written request.

C. Subcontractors.

1. In accordance with 45 C.F.R. § 164.308(b)(2), Business Associate shall ensure that any subcontractor that creates, receives, maintains or transmits

ePHI on behalf of the Business Associate agrees to comply with the HIPAA Security Rule by entering into a written contract or other arrangement that complies with 45 C.F.R. § 164.314(a).

2. In accordance with 45 C.F.R. § 164.502(e)(1)(ii), Business Associate shall ensure that any subcontractor that creates, receives, maintains or transmits PHI on behalf of the Business Associate agrees to the same restrictions and conditions that apply to the Business Associate with respect to the PHI by entering into a written contract or other arrangement that complies with 45 C.F.R. § 164.504(e)(1)(i).

D. Access to Books and Records by Secretary. Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or created or received by the Business Associate on behalf of the Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with Applicable Law. Subject to then Applicable Law, Business Associate shall immediately notify Covered Entity upon receipt by Business Associate of any request for access by the Secretary and shall provide Covered Entity with a copy thereof as well as a copy of all materials disclosed pursuant thereto.

E. Oversight of Business Associate. At intervals as determined by Covered Entity in its reasonable discretion and at Covered Entity's sole option and expense, Business Associate shall permit Covered Entity to conduct on-site and/or remote audits of Business Associate's internal practices, books and records to assess Business Associate's compliance with its obligations under this Agreement. Covered Entity shall provide Business Associate with written notice concerning compliance deficiencies identified by Covered Entity with respect to any audit of Business Associate. Compliance deficiencies identified by Covered Entity shall constitute a breach of this Agreement by Business Associate and Covered Entity may exercise its rights to terminate this Agreement for cause if the breach is not cured in accordance with Section IV.B.

F. Mitigation. In the case of events taking place within or happening to Business Associate, Business Associate shall immediately mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any item reportable to Covered Entity under paragraph B.1. above.

G. Obligations Relating to Individual Rights.

1. **Restrictions on Disclosures.** Upon request by an individual, Covered Entity shall determine whether an individual shall be granted a restriction on disclosure of the PHI pursuant to 45 CFR § 164.522. Covered Entity will not agree to any such restriction, if such restriction would affect Business Associate's use or disclosure of PHI, without the prior consent of Business Associate, *provided, however*, that Business

Associate's consent is not required for requests that must be granted under ARRA § 13405(a). Covered Entity will communicate any grant of a request, made consistent with the foregoing, to Business Associate. Business Associate will restrict its disclosures of the individual's PHI in the same manner as would be required for Covered Entity. If Business Associate receives an individual's request for restrictions, Business Associate shall forward such request to Covered Entity (which shall also include a duplicate copy via email to compliance@ucare.org) within five (5) business days.

2. **Access to PHI.** Upon request by an individual, Covered Entity shall determine whether an individual is entitled to access his or her PHI pursuant to 45 CFR § 164.524. If Covered Entity determines that an individual is entitled to such access, and that such PHI is both maintained by Business Associate in a designated record set and under the control of Business Associate, Covered Entity will communicate the decision to Business Associate. Business Associate shall provide access to the PHI in the same manner as would be required for Covered Entity. If Business Associate receives an individual's request to access their PHI, Business Associate shall forward such request to Covered Entity (which shall also include a duplicate copy via email to compliance@ucare.org) within five (5) business days.
3. **Amendment of PHI.** Upon request by an individual, Covered Entity shall determine whether any individual is entitled to amend their PHI pursuant to 45 CFR § 164.526. If Covered Entity determines that an individual is entitled to such an amendment, and that such PHI is both maintained by Business Associate in a designated record set and under the control of Business Associate, Covered Entity will communicate the decision to Business Associate. Business Associate shall provide an opportunity to amend the PHI in the same manner as would be required for Covered Entity. If Business Associate receives an individual's request to amend their PHI, Business Associate shall forward such request to Covered Entity (which shall also include a duplicate copy via email to compliance@ucare.org) within five (5) business days.
4. **Accounting of Disclosures.** Upon request by an individual, Covered Entity shall determine whether any individual is entitled to an accounting pursuant to 45 CFR § 164.528. If Covered Entity determines that an individual is entitled to an accounting, Covered Entity will communicate the decision to Business Associate. Business Associate will provide information relating to Business Associate's and its agent's disclosures to Covered Entity that will enable Covered Entity to meet its accounting obligations. If Business Associate receives an individual's request for an accounting, Business Associate shall forward such request to Covered Entity (which shall also include a duplicate copy via email to

compliance@ucare.org) within five (5) business days.

H. Permitted Uses and Disclosures by Business Associate.

Except as otherwise limited in this Agreement or by Applicable Law, Business Associate may:

1. Use or disclose PHI to perform functions, activities, or services for or on behalf of Covered Entity, as specified in any Underlying Agreement between the Parties and in this Agreement, provided that such use or disclosure (i) is consistent with Covered Entity's notice of privacy practices, and (ii) would not violate the Privacy Rule if done by Covered Entity, except for the specific uses and disclosures set forth in paragraphs 2 and 3 below;
2. Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate;
3. Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that (i) Business Associate obtains reasonable written assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached or (ii) the disclosures are required by law.

I. Insurance.

1. Business Associate shall at all times during this Agreement, maintain privacy and security liability/cyber risk liability insurance with minimum limits of \$ 5,000,000 per claim and \$5,000,000 in the aggregate that covers cyber, privacy, and security risks, including, but not limited to, damages arising from (a) a breach by Business Associate or its agent of the security of, or unauthorized access or use of, data, a network, a computer, a peripheral device, or a hosted service (including any cloud or other resource operated by a third Party service provider); (b) a breach of privacy by Business Associate or its agent no matter how it occurs; (c) a failure by Business Associate or its agent to protect PHI from misappropriation, release or disclosure; (d) a denial or loss of service to or caused by Business Associate or its agent; or (e) introduction, implantation, receipt, or spread of malicious software code by Business Associate or its agent. The insurance shall cover all costs, expenses, and damages arising out of or related to the foregoing risks, including, but not limited to, legal costs or expenses, regulatory fines and penalties, costs or expenses for computer forensic analysis or investigation, notification of impacted individuals, public relations, call center services, fraud consulting services, credit monitoring or protection services, or identity restoration services.

2. All insurance policies required shall be issued by companies authorized to transact business in the State of Minnesota and with a minimum A. M. Best rating of A. In the event that any insurance required by this Agreement is written on a claims made basis, Business Associate warrants that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended reporting period will be exercised for a period of three (3) years beginning at the time services under this Agreement are terminated. Business Associate shall be responsible for verifying that all subcontractors to whom it discloses PHI in connection with this Agreement comply with the insurance requirements stated herein. Business Associate shall furnish a certificate of insurance coverage prior to the execution of this Agreement, and annually thereafter, naming Covered Entity as an additional insured. Business Associate will provide thirty (30) days prior written notice to Covered Entity of any material change, or cancellation of the insurance coverage required in this Agreement.
3. Business Associate and Covered Entity agree to cooperate with each other in the defense of any claim brought in connection with this Agreement. Business Associate also agrees to promptly notify Covered Entity in writing of any claim, as well as any incident that may reasonably be expected to result in a claim, or the commencement of any suit, action or proceeding by any person arising out of or relating to this Agreement or Business Associate's performance under this Agreement.

III. RIGHTS AND OBLIGATIONS OF COVERED ENTITY

A. Privacy Practices and Restrictions.

1. Upon written request, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520. If Covered Entity subsequently revises the notice, Covered Entity shall provide a copy of the revised notice to Business Associate.
2. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

B. Permissible Requests by Covered Entity.

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, provided that Covered Entity and Business Associate

acknowledge that Business Associate may use or disclose PHI for the purposes and in accordance with the terms and conditions of paragraph II.H. of this Agreement.

IV. TERM AND TERMINATION

- A. Term.** The term of this Agreement shall begin on the Effective Date, and shall end: (i) upon termination or expiration of the last remaining Underlying Agreement; (ii) if there is no Underlying Agreement in effect, when Covered Entity ceases disclosing PHI to Business Associate or allowing Business Associate access to or use of PHI; or (iii) upon termination for cause as set forth in the following Section IV.B, whichever is earlier.
- B. Termination for Cause.** Upon either Party's knowledge of a breach of this Agreement by the other Party, the nonbreaching Party shall have the following rights:
1. If the breach is curable, the nonbreaching Party may provide an opportunity for the other Party to cure the breach or end the violation. Alternatively, if the other Party fails to cure the breach or end the violation, the nonbreaching Party may terminate this Agreement and any Underlying Agreement.
 2. If the breach is not curable, the nonbreaching Party may immediately terminate this Agreement and any Underlying Agreement.
- C. Effect of Termination.**
1. Except as provided in Section IV.C.2 of this Agreement, upon termination of this Agreement, for any reason, Business Associate shall return or destroy, as preferred by UCare, all PHI within its possession or control, and all PHI that is in the possession or control of Business Associate's subcontractors or agents. Further, Business Associate shall complete and return UCare's Attestation of Return and/or Destruction of Confidential and Protected Health Information within a reasonable amount of time. Business Associate shall retain no copies of the PHI. Business Associate agrees to cooperate as reasonably required and at no additional expense to UCare in the transfer of Business Associate's operations back to UCare or to a new contractor as the case may be.
 2. If Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.
 3. Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, in this

Agreement shall survive the expiration or termination of this Agreement and shall remain in effect and binding upon the Parties until they have fulfilled all of their obligations hereunder and the statute of limitations shall not commence to run until the time such obligations have been fulfilled. Any terms of this Agreement that must survive the expiration or termination of this Agreement in order to have their intended effect, shall survive the expiration or termination of this Agreement whether or not expressly stated.

V. INDEMNIFICATION

Business Associate shall indemnify and hold Covered Entity harmless from and against all claims, liabilities, judgments, fines, assessments, penalties, awards or other expenses, of any kind or nature whatsoever, including, without limitation, attorney's fees, expert witness fees, and costs of investigation, litigation or dispute resolution, and regulatory penalties relating to or arising out of any breach of this Agreement by Business Associate. No provision concerning limitation of liability under any Underlying Agreement shall apply to Business Associate's obligations under this Agreement.

VI. RIGHT TO INJUNCTIVE RELIEF

Covered Entity and Business Associate agree that any violation of the provisions of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law, in equity, or under this Agreement, in the event of any violation by Business Associate of any of the provisions of this Agreement, or any explicit threat thereof, Covered Entity shall be entitled to an injunction or other decree of specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages.

VII. MISCELLANEOUS

- A. Minimum Necessary.** When using or disclosing PHI or when requesting PHI from the other Party, each Party shall make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.
- B. Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the internal laws of the state of Minnesota without giving effect to the choice of laws principles thereof and shall be deemed to have been executed, entered into and performed within the state of Minnesota. Any action brought pursuant hereto shall be brought in the state or federal courts of the state of Minnesota. The Parties agree that they will not oppose this jurisdiction.
- C. Electronic Health Records.** The Parties agree that Business Associate shall not maintain any "electronic health record" or "personal health record," as those terms are defined in ARRA, for or on behalf of Covered Entity. As such, Business Associate has no obligation to document disclosures that are exempt from the accounting requirement under 45 CFR § 164.528(1)(i)-(ix), and

Covered Entity agrees not to include Business Associate on any list Covered Entity produces pursuant to ARRA§ 13405(c)(3).

- D. Amendment.** To the extent that Applicable Law is amended in the future and to the extent that such amendments contain requirements and/or provisions not already contained in this Agreement that are required to be incorporated into this Agreement, the Parties agree that either (i) this Agreement shall be deemed to be automatically amended to the extent necessary to incorporate such additional requirements and/or provisions, or (ii) if determined necessary by Covered Entity, they will enter into an amendment to this Agreement in order to incorporate any such additional requirements and/or provisions. All amendments to this Agreement, except those occurring by operation of law, shall be in writing and signed by both Parties.
- E. Authority to Execute Agreement.** The individuals executing this Agreement on behalf of each Party warrant and represent that they are authorized to execute this Agreement on behalf their respective Party and have the power to bind their respective Party to the terms set forth in this Agreement.
- F. Survival.** The respective rights and obligations of the Parties under Sections II.D., IV.C, V and VI of this Agreement shall survive the termination of this Agreement.
- G. Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with Applicable Law.
- H. Primacy.** This Agreement contains the entire agreement between the Parties with respect to the matters covered by this Agreement and supersedes all prior negotiations, agreements and contracts between the Parties, whether oral or in writing, except for that certain Underlying Agreement referenced herein. However, to the extent that any provisions of this Agreement conflict with the provisions of any Underlying Agreement or any other agreement or understanding between the Parties, this Agreement shall control with respect to the subject matter of this Agreement.
- I. No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties, and there are no third-Party beneficiaries to the Agreement.
- J. No Assignment.** Covered Entity has entered into this Agreement in specific reliance on the expertise and qualifications of Business Associate. Consequently, Business Associate's duties under this Agreement may not be transferred, assigned or assumed by any other person, in whole or in part, without the prior written consent of the Covered Entity. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective permitted successors and assigns.
- K. Severability.** In the event that any word, phrase, clause, sentence, paragraph, section or provision of this Agreement shall violate any applicable statute,

ordinance, regulation or rule of law in any jurisdiction which governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

- L. Waiver.** No provision of this Agreement may be waived except by an agreement in writing signed by the waiving Party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.
- M. Confidentiality of Substance Use Disorder Records.** In the event the Underlying Agreement or this Agreement results in the disclosure of substance use disorder patient records protected under 42 C.F.R., part 2 (Part 2), of which UCare is a “lawful holder” pursuant to a contractual relationship (“SUD Records”), Business Associate acknowledges and agrees that it is fully bound by the provisions of Part 2, as amended, upon receipt of the SUD Records. Business Associate further acknowledges receipt of the following notice, in connection with SUD Records: “This information has been disclosed to you from records protected by federal confidentiality rules (42 CFR part 2). 42 C.F.R. part 2 prohibits unauthorized disclosure of these records.”
- N. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. An executed Agreement delivered by facsimile or other electronic transmission shall be treated as if an original.

IN WITNESS WHEREOF, the Parties have executed this Business Associate Agreement as of the Effective Date.

UCare Minnesota

**Kanabec County Treasurer dba Kanabec
County Community Health**

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

SCHEDULE G

CARE COORDINATION FOR SPECIAL NEEDS BASICCARE (CONNECT AND/OR CONNECT + MEDICARE)

This Care Coordination for Special Needs BasicCare (Connect and/or Connect + Medicare Schedule (“**Schedule G**”)) is effective as of the last date signed below (“**Effective Date**”) and is governed by the Delegation Agreement (“**Agreement**”) between UCare Minnesota (“UCare”) and Kanabec County Treasurer dba Kanabec County Community Health (“Delegate”). In the event of a conflict between the main body of the Agreement and the terms of this Schedule, the terms of this Schedule shall govern.

The use and disclosure of Protected Health Information (as defined by the Health Insurance Portability and Accountability Act) in connection with the Delegated Activities provided under this Schedule will be governed by the Business Associate Agreement (“BAA”). In the event of a conflict between this Schedule or the Delegation Agreement and the BAA with respect to the subject matter of the BAA, the BAA shall control.

Capitalized terms used but not defined herein shall have the meanings set forth in the Delegation Agreement, BAA or the Documentation (defined below).

DELEGATED ACTIVITIES

- A. **SERVICES.** Subject to the requirements and guidelines set forth in the Agreement, BAA, and other documentation provided by UCare, from time to time, (“**Documentation**”), Delegate shall provide the services as set forth herein (“**Delegated Activities**”) to UCare.
- B. **TERM AND TERMINATION.** The initial term of this Schedule shall run from the Effective Date through January 1, 2023 (“**Initial Term**”). Thereafter, UCare shall have the option to renew this Schedule (“**Renewal Term**”) (Initial Term and each Renewal Term, individually referred to as a “**Term**”).

UCare may terminate this Schedule without cause and for any reason upon thirty (30) days written notice to Delegate.

- C. **FEES.** Subject to Section 3.1 of the Agreement, UCare shall pay Delegate the fees and other amounts set forth herein (“**Fees**”). Such Fees are exclusive of any federal, state, or local sales or use taxes, or any other taxes assessed on, or in connection with any of the services rendered herein, with the exception of MinnesotaCare Tax, which shall be applied in accordance with the UCare Provider Manual (as applicable). All expenses incurred by Delegate in the performance of the Delegated Activities under this Schedule are Delegate’s sole responsibility.

| Product | Enrollee Status | Reimbursement |
|---|--|---|
| Minnesota Special Needs BasicCare, dually eligible, integrated Minnesota Special Needs BasicCare | Enrollees newly enrolled in UCare's Minnesota Special Needs BasicCare, dually eligible, integrated or Minnesota Special Needs BasicCare products | \$185 Per Member Per Month (PMPM), up to two months |
| | Enrollee declined to complete a Health Risk Assessment and subsequent care coordination, or Enrollee requested to be closed to care coordination services after previously being opened to care coordination services | \$25 Per Member Per Month (PMPM) |
| | Enrollee unable to be reached by Delegate | \$25 Per Member Per Month (PMPM) |
| | <p>Enrollee open to care coordination and receiving the following services:</p> <ul style="list-style-type: none"> • Initial Health Risk Assessment & required reassessment(s) • Comprehensive support plan • Coordination of medical and mental health services, social drivers of health, or any additional needs for which the Enrollee requests or requires assistance. | \$185 Per Member Per Month (PMPM) |

D. UCARE RESPONSIBILITIES.

1. Ongoing Monitoring. UCare shall conduct ongoing monitoring of Delegated Activities through the review of reports submitted by Delegate pursuant to this Schedule and through other reasonable means including meetings and site visits involving UCare and Delegate staff. Delegate shall cooperate with such ongoing monitoring. Delegate's performance will be monitored including, but not limited to, an annual audit against all NCQA, CMS, state requirements and all other pertinent regulatory bodies. If Delegate fails to meet responsibilities of any of the regulatory requirements, Delegate may be placed on a corrective action plan (CAP) to remedy the issue. If Delegate does not fulfill obligations of a corrective action plan, further corrective action plans will be placed which may include but not limited to file review, monthly audits, fines and termination of contract.
2. UCare will notify Delegate of any updates or additions to the regulatory requirements or NCQA standards and guidelines through a material notice. Delegate will be responsible for implementing and following the standards and guidelines as applicable.
3. UCare retains all other Care Coordination functions not specified in this Schedule or in a material notice as Delegate's responsibility.

E. DELEGATE RESPONSIBILITIES.

1. General Obligations. Delegate shall perform Care Coordination functions on behalf of UCare as described in this Schedule, in accordance with the UCare Care Management Manual as amended from time to time and set forth at UCare's website (www.ucare.org), and with the SNBC Contract between UCare and DHS as amended from time to time ("DHS SNBC Contract" and as provided to Delegate by UCare, both of which are incorporated into this Schedule by this reference. Connect+ Care Coordination functions shall also be performed in accordance with CMS regulations applicable to Special Needs Plans. If the UCare Care Management Manual conflicts with a provision of this Schedule, the UCare Care Management Manual shall apply. If the DHS SNBC Contract conflicts with a provision of this Schedule or the UCare Care Management Manual, the DHS SNBC Contract shall apply unless such provision is stricter than the DHS SNBC Contract. For amendments to the Care Coordination Requirements described in the UCare Care Management Manual, UCare will notify Delegate in writing, by email or otherwise, of any and all such amendments, and each such amendment will be binding on Delegate unless Delegate provides written notice of objection to UCare within ten (10) business days of its receipt of such amendment. If Delegate objects to such amendment, UCare shall have the right to terminate this Delegation Agreement immediately upon written notice to Delegate.
2. Assignment of Care Coordinator. Delegate shall designate qualified professionals to serve as a Care Coordinator for each SNBC Enrollee. Delegate shall notify

Enrollee of the name and contact information of the Care Coordinator, including any changes to who is serving as Care Coordinator, within ten days of the initial assessment, new assignment, or change in Care Coordinator, as applicable.

3. Qualifications of Care Coordinator. Care Coordination functions shall be performed by a qualified professional, except that some administrative activities may be performed by staff persons who are acting under the supervision of a qualified professional as permitted by the UCare Care Management Manual.
4. Scope of Care Coordination. Delegate agrees to coordinate care for assigned SNBC Enrollees across settings of care, including inpatient, institutional, institutionally equivalent, and community-based settings.
5. Model of Care. Delegate agrees to comply with UCare's Connect + Medicare Model of Care (MOC) and will ensure that its Care Coordination staff and providers participate in CMS required Model of Care training at time of contracting and annually thereafter.
6. Care Coordination Functions. Delegate shall perform the following Care Coordination functions for SNBC Enrollees assigned to Delegate.
 - a. SNBC Initial Assessment. Unless otherwise specified by UCare, Delegate shall conduct an in-person assessment for new SNBC Enrollees within 60 days of enrollment, using the appropriate assessment tool approved by UCare for cases where the SNBC Enrollee has been subject to an assessment before enrollment.
 - b. SNBC Plan of Care/Support Plan. Delegate shall establish and implement a written Plan of Care ("POC") or Support Plan within 30 days of the completion of the initial assessment described in paragraph 6(a and c) of this Schedule. The process for completing the POC/Support Plan, and the content of the POC, shall meet the requirements outlined in the UCare Care Management Manual. Delegate shall use the UCare template POC or Support Plan set forth in the UCare Care Management Manual unless another format is approved by UCare or mandated by DHS. The POC/Support Plan shall be updated at least twice annually, and when a change in the Enrollee's condition requires an update to the POC/Support Plan. Unless approved by UCare, the POC/Support Plan shall only contain services that are covered as a benefit under the Enrollee's Certificate of Coverage.
 - c. Coordination of Services. Delegate shall coordinate and arrange for the provision of services that support and are consistent with the Enrollee's POC/Support Plan. For SNBC Enrollees, the county remains responsible for the coordination of long-term care services including PCA, private duty nursing, and waiver services.

- d. Coordination with County Staff. For certain social services in the POC/Support Plan approved or delivered by a county as set forth in the UCare Care Management Manual, Delegate shall coordinate with county staff to ensure that SNBC Enrollees receive such services.
- e. Coordination with Providers. Delegate shall communicate with providers as necessary for the effective delivery of services outlined in an Enrollee's POC/Support Plan, in accordance with the requirements in the UCare Care Management Manual. Delegate shall inform, in timely fashion, the Enrollee's primary care provider of any significant changes in the POC/Support Plan and/or Enrollee's condition and shall work with the primary care provider to ensure that the Enrollee receives preventive health services according to community recognized guidelines.
- f. Ongoing Monitoring. Delegate shall monitor the effectiveness of the POC/Support Plan on an ongoing basis and modify the POC/Support Plan as appropriate. The POC/Support Plan shall be updated at least twice annually, and when a change in the Enrollee's condition requires an update to the POC/Support Plan. For I-SNP, review and revise the IPOC at least annually with the ICT during a face-to-face encounter, which is either in-person or through a visual, real-time interactive telehealth encounter. Update IPOC with each significant change of condition, lack of movement on goals, after any care transition or upon request from the member or their designated representative.
- g. Annual Reassessment. As specified by UCare, Delegate shall perform a reassessment of Enrollees on an annual basis, as required by the UCare Care Management Manual.
- h. Assessment upon Enrollee Request. Delegate shall perform an assessment within twenty (20) days of a request for an assessment by the Enrollee or legal representative, or referral by other competent authority, such as a doctor, discharge planning team or social worker. Such assessment by request shall be performed in accordance with the requirements outlined in the UCare Care Management Manual.
- i. Notification of DHS. Delegate shall notify DHS, as set forth in the UCare Care Management Manual and using the DHS-required screening form, of the rate cell status for the MSHO or MSC+ Enrollee at time of initial assessment or annual reassessment or when changes in living arrangements and/or Nursing Home Certifiable status occurs.
- j. Advance Directives. As outlined in the UCare Care Management Manual, Delegate shall ensure that discussion occurs with the Enrollee regarding advance directive planning and that such discussion is documented in the Care Coordination record.

- k. Records and Reporting. Delegate shall maintain comprehensive and accurate records of the Care Coordination activities performed with respect to Enrollees, as required by the UCare Care Management Manual. In addition, Delegate agrees to provide copies of the assessment/activity logs monthly emailed to the connectintake@ucare.org (SNBC) mailbox via secure email and other Enrollee Care Coordination records upon request, at Delegate's expense. Ad hoc reports may be requested by UCare to ensure timeliness of HRA completion and adherence to operational processes. These can be sent via secure email to the UCare contact in the request.
- 7. Transfer of Records. In the event an Enrollee transfers to another delegate, the Care Coordinator will share case records and other information as necessary with the new delegate when enrollment with the new delegate has occurred, to prevent duplication of identification and assessment of the Enrollee's needs. Screening documents and the Enrollee's POC shall be maintained within and transferred with the Enrollee's medical or case records. The Delegate shall fulfill all requests to transfer records in accordance with this section as promptly as possible, but in no event later than five (5) days from receipt of a request from UCare or a UCare delegate.
- 8. Medical Benefit Exceptions. Delegate agrees to refer to UCare any requests for benefit exceptions, for services not covered by the UCare SNBC benefit package. Delegate may consult with UCare's medical director in the event Delegate is unsure whether to submit a medical benefit exception request. Authorizations of benefit exceptions will be made by UCare.
- 9. CMS Care Coordination Standards. Delegate shall conduct the following care coordination activities required by CMS.
 - a. Delegate must ensure continuity of care and integration of services through arrangements with community and social service programs generally available through Participating and Non-Participating Providers.
 - b. Delegate must ensure continuity and coordination of care through procedures for timely communication of clinical information among Participating Providers, with the Enrollee, and with his/her designees (if applicable).
 - c. Delegate must establish written standards for provider consideration of Enrollee input into the proposed treatment plan and for advance directives.
 - d. Delegate must ensure Enrollees receive services in a culturally competent manner, including those with limited English proficiency or reading skills and those with diverse cultural and ethnic backgrounds.

- e. Delegate utilizes procedures to ensure that Enrollees are informed of specific health care needs that require follow-up and receive as appropriate, training in self-care and other measures they may take to promote their own health.
- f. Delegate employs systems to address barriers to Enrollee compliance with prescribed treatment or regimens.
- g. Delegate ensures that Enrollees are aware of the opportunity to have an ongoing source of primary care and facilitate a connection to a primary care clinic where appropriate.

10. Institutional Special Needs Plan (I-SNP) and Institutional Equivalent Special Needs Plan (IE-SNP) Facility Management and Model of Care:

Except as otherwise provided herein, this Schedule G may be amended only upon the mutual written consent of the Parties.

By the signatures of their duly Authorized Representatives below, UCare and Delegate, intending to be legally bound, agree to all of the provisions of this Schedule G as of the Effective Date.

UCARE MINNESOTA

By: _____

Print Name: _____

Title: _____

Date: _____

**Kanabec County Treasurer dba Kanabec
County Community Health**

By: _____

Print Name: _____

Title: _____

Date: _____

SCHEDULE M

PRODUCT ADDENDUM

This Medicare, Medicaid and IFP/ACA Addendum (“**Product Addendum**”) is effective as of the Effective Date of the Delegation Agreement (the “**Agreement**”) between UCare Delegate.

MEDICARE ADDENDUM

This Medicare Addendum supplements and is made part of the Agreement and shall survive termination of the Agreement to the extent it or applicable law imposes continuing obligations.

1. **General Provisions.**

- (a) **Conflicts.** The provisions of this Addendum supersede any conflicting provision of the Agreement.
- (b) **Definitions.** “Services” means those Delegated Functions relating to UCare’s Medicare products which UCare has contracted with Delegate to provide pursuant to the Agreement. Capitalized terms used in this Addendum and not defined herein shall have the meanings assigned to such terms in the Agreement.

2. **Delegated Activities.** Delegate shall provide the Services in support of, as applicable, UCare’s Medicare products, as contemplated in the Agreement. Delegate acknowledges and agrees that UCare may only delegate activities or functions to Delegate in a manner consistent with the requirements set forth in 42 C.F.R. §§ 422.504(i)(4) and 423.505(i)(4), as applicable. 42 C.F.R. §§ 422.504(i)(3)(ii), 423.505(i)(3)(ii).

3. **Consistency with UCare Agreements with CMS.** Delegate shall perform the Services in a manner that complies and is consistent with UCare’s contractual obligations to CMS as provided in the agreements between CMS and UCare. 42 C.F.R. §§ 422.504(i)(3)(iii), 423.505(i)(3)(iii).

4. **Accountability.** Delegate acknowledges and agrees that UCare maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of the agreements between CMS and UCare. 42 C.F.R. §§ 422.504(i)(1) and 423.505(i)(1).

5. **Enrollee Liability.**

- (a) Delegate shall not hold enrollees liable for any amounts that are the legal obligation of UCare. 42 C.F.R. §§ 422.504(i)(3)(i), 423.505(i)(3)(i).
- (b) For all enrollees eligible for both Medicare and Medicaid, enrollees will not be held liable for Medicare Part A and B cost sharing when the State is responsible for paying such amounts. Providers will be informed of Medicare and Medicaid benefits and rules for enrollees eligible for Medicare and Medicaid. Delegate may not impose cost-sharing that exceeds the amount of cost-sharing that would be permitted with respect to the individual under title XIX if the individual were not enrolled in such a plan. Providers will: (1) accept the MA plan payment as payment in full, or (2) bill the appropriate State source. 42 C.F.R. §§ 422.504(g)(1)(i) and 422.504(g)(1)(iii).

6. **Laws, Regulations, and CMS Instructions.**

- (a) **Medicare.** Delegate represents and warrants that, throughout the Term of the Agreement, Delegate will provide the Services in accordance with all applicable Medicare laws, regulations, and CMS instructions. 42 C.F.R. §§ 422.504(i)(4)(v), 423.505(i)(4)(iv).
- (b) **Fraud and Abuse.** Delegate shall comply with Federal laws and regulations designed to prevent or ameliorate fraud, waste, and abuse, including, but not limited to, applicable provisions of Federal criminal law, the False Claims Act (31 U.S.C. 3729 et. seq.), and the anti-kickback statute (section 1128B(b)) of the Act). 42 C.F.R. §§ 422.504(h)(1), 423.505(h)(1).

7. **Reporting Data.**

- (a) In accordance with the provisions of the Agreement, Delegate shall report to UCare information required by UCare and related to Delegate's provision of the Services so that UCare may meet applicable CMS reporting requirements. Notwithstanding anything to the contrary in the Agreement or this Addendum, the reports required pursuant to this paragraph shall be provided at such times, and in such form and manner, as may be specified from time to time by HHS or CMS or as mutually agreed by UCare and Delegate. UCare and Delegate may agree in writing to specific forms that accomplish these reporting requirements. 42 C.F.R. §§ 422.504(i)(4)(i), 423.505(i)(4)(i).
- (b) UCare is required under its agreement with CMS to submit and certify through attestations or otherwise to CMS drug claims data, enrollment information, encounter data, and other data and information as CMS may request. To the extent that any data and information that UCare submits may be provided to UCare by Delegate or submitted by Delegate on UCare's behalf. Delegate's CEO or CFO, or an individual delegated the authority to sign on behalf of one of these officers and who reports directly to the officer, shall certify to UCare, based on that individual's best knowledge, information, and belief, the accuracy, completeness, and truthfulness of any data and information Delegate provides to UCare or submits to CMS on UCare's behalf and shall acknowledge that the data or information may be used by UCare, or submitted by Delegate on UCare's behalf, for the purpose of obtaining federal funds. 42 C.F.R. §§ 422.504(l)(3), 423.505(k)(3).

8. **Monitoring.** Delegate acknowledges and agrees that UCare is required to monitor the performance of Delegate and its authorized Downstream Entities on an ongoing basis. Delegate agrees to cooperate and comply with such monitoring activities as further described in the Agreement. 42 C.F.R. §§ 422.504(i)(4)(iii) and 423.505(i)(4)(iii).

9. **Inspection and Audit.**

- (a) Delegate shall retain, and shall permit HHS, the Comptroller General, or their designees, to have direct access to audit, evaluate, collect, and inspect any of, Delegate's books, contracts, computer or other electronic systems, including

medical records and documentation pertaining to UCare's contracts with CMS. This retention requirement and right to inspect, evaluate, and audit shall extend ten (10) years from the expiration or termination of the Agreement or completion of final audit, whichever is later, unless otherwise required by applicable law, CMS, HHS, the Comptroller General, or their designees. 42 C.F.R. §§ 422.504(i)(2), 423.505(i)(2).

- (b) To the extent that UCare delegates credentialing to Delegate, Delegate shall permit UCare to audit Delegate's credentialing process. 42 C.F.R. § 422.504(i)(4)(iv).
10. **Excluded Individuals.** Delegate represents that as of the effective date the Agreement, neither it nor any of its officers, directors or employees or agents performing the Services have been excluded from participation in the Medicare program or any other federal health care program or convicted of a criminal offense related to that person's involvement in any federal health care program. On a monthly basis, Delegate shall review the HHS Office of Inspector General ("OIG") List of Excluded Individuals/Entities to ensure that no officer, director or employee or agent performing the Services appears on such list. In the event that Delegate determines that an officer, director or employee or agent performing the Services is identified on the HHS OIG List of Excluded Individuals/Entities, Delegate shall immediately notify UCare and remove such individual or entity from any work directly or indirectly related to the Services.
11. **Prompt Payment.** Health Plan and Delegate agree, as applicable, to process and pay clean claims for Covered Services within the time period mandated by applicable state and federal law, including for Part D clean claims submitted by network pharmacies within thirty (30) calendar days of receipt of such claims in accordance with the Agreement, and that all other claims must be paid or denied within sixty (60) days of receipt of such claims. 42 C.F.R. §§ 423.505(i)(3)(v), 422.520(b).
12. **Long-Term Care Pharmacies, Claim Submission.** Health Plan and Delegate agree, as applicable, that long-term care pharmacies must have not less than 30 days, nor more than 90 days, to submit claims to UCare for reimbursement under the plan. 42 C.F.R. § 423.505(i)(3)(vi).
13. **Drug Pricing Standard Requirements.** Health Plan and Delegate agree, as applicable, to update any prescription drug pricing standard based on the cost of the drug used for reimbursement of network pharmacies by UCare on January 1 of each contract year and not less frequently than once every 7 days thereafter; indicate the source used for making any such updates; and disclose all individual drug prices to be updated to the applicable pharmacies in advance of their use for reimbursement of claims, if the source for any prescription drug pricing standard is not publicly available. 42 C.F.R. § 423.505(i)(3)(vii).
14. **Contracts with Downstream Entities.** The following provisions apply to Delegate's delivery of the Services:
- (a) Delegate shall contractually obligate any providers, contractors and subcontractors Delegate utilizes in the delivery of the Services to comply with all Medicare laws,

regulations, and CMS instructions for which Delegate has a compliance obligation under this Addendum. 42 C.F.R. §§ 422.504(i)(4)(v), 423.505(i)(4)(iv).

- (b) If UCare delegates to Delegate the function of selecting providers, contractors or subcontractors, UCare retains the right to approve, suspend, or terminate any arrangement between Delegate and a selected provider, contractor or subcontractor. 42 C.F.R. §§ 422.504(i)(5), 423.505(i)(5).
 - (c) Delegate shall contractually obligate any providers, contractors and subcontractors Delegate utilizes in the delivery of the Services to comply with the same conditions and restrictions that are applicable to Delegate under this Addendum. 42 C.F.R. §§ 422.504(i)(3)(iii), 423.505(i)(3)(iii).
15. **Termination of Agreement for Breach.** The Parties specifically acknowledge and agree that a material breach of this Addendum shall be considered a material breach of the Agreement. For purposes of this Addendum, a determination by CMS or UCare that Delegate has not satisfactorily performed its obligations under the Agreement, failed to maintain compliance or engaged in Fraud, Waste or Abuse constitutes a material breach of the Agreement. 42 C.F.R. §§ 422.504(i)(4)(ii), 423.505(i)(4)(ii).
16. **Additional Contract Terms Required by CMS.** This Addendum will automatically amend to include terms and conditions necessary to address additional contract terms required by CMS. Any such amendment of this Addendum shall be implemented pursuant to the process set forth in the Agreement for amendments. Upon the compliance date of any final regulation or amendment to final regulation promulgated by HHS that affects the requirements set forth in this Addendum, this Addendum will automatically amend such that the obligations imposed on Delegate remain in compliance with the final regulation or amendment to final regulation, unless any party elects to terminate the Agreement and this Addendum as permitted pursuant to the Agreement. 42 C.F.R. §§ 422.504(j), 423.505(j).
17. **Termination of CMS Contract.** In the event the contract between CMS and UCare is terminated or non-renewed, the contract between UCare and Delegate will be terminated with respect to the affected Services or if all Services are affected, then in its entirety, unless UCare and Delegate agree to the contrary. Such termination shall be carried out in accordance with the termination requirements stated in 42 C.F.R. §§ 422.506, 422.510 and 422.512, as applicable.

MEDICAID ADDENDUM

This Medicaid Addendum supplements and is made part of the Agreement and shall survive termination of the Agreement to the extent it or applicable law imposes continuing obligations.

1. **General Provisions.**

- (a) **Conflicts.** The provisions of this Addendum supersede any conflicting provision of the Agreement.
- (b) **Definitions.** Capitalized terms used in this Addendum and not defined herein shall have the meanings assigned to such terms in the Agreement.
 - (1) **DHS Contract.** The contract(s) between the Minnesota Department of Human Services (“DHS”) and UCare to provide health care services to individuals eligible for Medicaid and/or the Minnesota Health Care Programs (“MHCP”).
 - (2) **Minnesota Health Care Programs.** The Minnesota programs which require members to enroll in a managed care plan:
 - (a) Medical Assistance (MA) for families and children under age 65
 - (b) MinnesotaCare
 - (c) Minnesota SeniorCare Plus (MSC+)
 - (d) Minnesota Senior Health Option (MSHO)
 - (e) Special Needs BasicCare (SNBC)

The specific names of the programs as listed above may be modified at any time by DHS.

- (3) **Subcontractor.** Any individual or entity that has a contract with UCare that relates directly or indirectly to the performance of UCare’s obligations under the DHS Contract. A Network Provider is not a Subcontractor by virtue of the Network Provider agreement with UCare.
2. **Reporting Data.** Delegate shall cooperate with UCare in its efforts to report to DHS/CMS all statistics and other information related to its business, as may be requested by DHS/CMS. Delegate shall send to UCare all encounter data and other health program related information as may be requested by UCare, within the timeframes specified and in a form that meets DHS program requirements. By submitting encounter data to UCare, Delegate represents to UCare, and upon UCare’s request, Delegate shall certify in writing, that the data is accurate and complete, based on Delegate’s best knowledge, information and belief. If UCare determines any such data is inaccurate or incomplete according to MHCP rules, UCare may withhold or deny payment to Delegate. Recordkeeping and reporting obligations shall extend after termination of this Addendum so that UCare may comply with recordkeeping and reporting obligations of the DHS Contract.

3. **Beneficiary Protections.** Delegate is prohibited from holding a Beneficiary liable for payment of any fees that are the obligation of UCare.
4. **Compliance with DHS Contract.** Any services or other activity performed in accordance with a contract or written agreement by Delegate are consistent and comply with UCare's contractual obligations to DHS and/or CMS.
5. **Laws.** The parties shall comply with all applicable Medicaid laws, regulations and DHS and/or CMS instructions and shall cooperate with the other's efforts to comply. Delegate acknowledges that UCare shall oversee and monitor Delegate's performance on an ongoing basis.
6. **Delegation and Accountability.** Delegate acknowledges that UCare oversees and is accountable to CMS and/or DHS for any responsibilities that are contained in its contract with CMS and/or DHS, including those that UCare may delegate to Delegate or others. If any of UCare's activities or responsibilities under its contract with CMS and/or DHS are delegated to Delegate:
 - (a) The delegated activities and reporting responsibilities are specified in an applicable Schedule.
 - (b) CMS and/or DHS and UCare reserve the right to revoke the delegation activities and reporting requirements or to specify other remedies in instances where CMS and/or DHS or UCare determine that Delegate has not performed or satisfactorily.
 - (c) UCare will monitor the performance of Delegate on an ongoing basis.
 - (d) The credentials of medical professionals affiliated with Delegate will be either reviewed by UCare or the credentialing process will be reviewed and approved by UCare and UCare shall audit the credentialing process on an ongoing basis.
 - (e) If UCare delegates the selection of providers, contractors, or subcontractors, UCare reserves the right to approve, suspend, or terminate any such arrangement.
7. **Amendments and Subcontracts.** Delegate agrees to incorporate into this Addendum such other terms and conditions as CMS and/or DHS may find necessary and appropriate, including amendments to CMS and/or DHS rules, regulations and guidance. As a Subcontractor of UCare, Delegate also agrees to incorporate into its contracts and/or subcontracts all terms and conditions contained herein.
8. **Oversight of Downstream Entities.** Delegate shall monitor and audit its Subcontractors to ensure that they are in compliance with all applicable laws, regulations, and contractual requirements. If Delegate determines its Subcontractor requires corrective action(s), Delegate shall ensure that such corrective action(s) are taken by its Subcontractor. Delegate

shall provide information about its Subcontractor oversight, including any corrective action plans, to UCare upon request.

9. **Federal Funds.** Payments from UCare to Delegate are made, in whole or in part, from federal funds, and subject Delegate to all laws applicable to the individuals or entities who receive Federal funds, including the False Claims Act (32 USC 3729, et. seq.), the Anti-Kickback Statute (section 1128B (b) of the Social Security Act), Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act, the HIPAA administrative simplification rules at 45 CFR Part 160, 162, and 164, and the Rehabilitation Act of 1973.
10. **Lobbying Disclosure.** Delegate certifies, to the best of its knowledge, understanding, and belief, that:
 - (a) No Federal appropriated funds have been paid or will be paid in what the undersigned believes to be a violation of 31 U.S.C., Section 1352, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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, or in any activity designed to influence legislation or appropriations pending before Congress.
 - (b) 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 Form to Report Lobbying," in accordance with its instructions.
11. **Excluded Individuals and Entities.**
 - (a) Delegate certifies that to the best of its knowledge, understanding, and belief, Delegate or any of its Providers, agents, Persons with an Ownership or Control Interest, and Managing Employees:
 - (1) Are not excluded from participation in Medicaid by the State of Minnesota nor under §§1128 or 1128A of the Social Security Act; and,
 - (2) Have not been convicted of a criminal offense related to that person's involvement in any program established under Medicare, Medicaid or the programs under Title XX of the Social Security Act.
 - (b) Delegate understands that Delegate is receiving federal and state funds from UCare and therefore prohibited by law to contract or employ an excluded/precluded

individual or entity as described in section “a” above. Delegate agrees to search monthly, and upon contract execution or renewal, and credentialing, the OIG List of Excluded Individuals/Entities the Excluded Parties List System (within the HHS System for Awards Management) database (and may search the Medicare Exclusion Database), and the Excluded Provider Lists maintained by the State of Minnesota for any Providers, agents, Persons with an Ownership or Control Interest, and Managing Employees to verify that these persons:

- (1) Are not excluded from participation in Medicaid by the State of Minnesota nor under §§1128 or 1128A of the SSA; and,
 - (2) Have not been convicted of a criminal offense related to that person’s involvement in any program established under Medicare, Medicaid or the programs under Title XX of the SSA.
- (c) Delegate shall report to the UCare within five (5) business days any information regarding individuals or entities specified above who have been convicted of a criminal offense related to the involvement in any program established under Medicare, Medicaid, the Title XX services program, or that have been excluded from participation in Medicaid under §§ 1128 or 1128A of the Social Security Act, or that are on the preclusion list.
- (d) UCare reserves the right to request proof of compliance and/or audit Delegate’s processes under this requirement.

12. **Disclosure of Ownership Information and Business Transactions.** Delegate shall, upon request of UCare, DHS, or the Secretary of HHS provide all required disclosures pursuant to 42 CFR sections 455.104, 455.105, 455.106, 420.204, 420.205, and 420.206, including a Disclosure of Ownership and Management Information (Subcontractors). Upon request, subcontractors must report to UCare information related to business transactions in accordance with 42 CFR §455.105(b). Delegates must submit this information to UCare within fifteen (15) days of the date of a request to do so and certify that the disclosure of ownership information of Delegate is true, complete, and accurate.

13. **Access to Records and Premises.**

- (a) By UCare. Subject to the requirements of Minnesota Statutes, Section 16C.05, subd. 5 (as may be amended), and upon reasonable notice and at reasonable times during the term of this Agreement and for ten (10) years thereafter, UCare will have the right to examine and audit the books, records, financial records, documents, papers, data, files, and accounting procedures and practices of Delegate (collectively, the “Records”) that are relevant to this Agreement. Delegate will maintain complete and accurate Records as are reasonably necessary to substantiate Delegate’s charges and compliance with Delegate’s obligations hereunder. Delegate will retain the Records for ten (10) years from the termination or expiration of this Agreement and for such longer period as may be required by applicable law. Without limiting the generality of the foregoing, Delegate will

provide access to UCare and UCare's internal and external auditors, at reasonable times and after reasonable notice, to (a) the parts of any facility at which Delegate is providing or has provided Services, (b) Delegate's employees and personnel, and (c) all data and records relating to the Services and the deliverables provided pursuant to this Agreement.

- (b) By Government. During the term of this Agreement, and for a period of ten (10) years following its expiration or termination, the State and Federal governments, DHS, the Commissioner of Human Services, and any of their authorized representatives, have the right to audit, evaluate, and inspect any pertinent information, including, but not limited to, any books, contracts, computer or other electronic systems including medical records and documentation of the Delegate related to the CMS and/or DHS Contract, and may, at any time, inspect Delegate's premises, physical facilities, and equipment where Medicaid-related activities or work is conducted. Furthermore, UCare is authorized to release any Records and related information as necessary to comply with Federal and State statutes and regulations applicable to UCare.
 - (c) Minnesota Fraud Control Unit. Delegate shall, upon the request of the Minnesota Medicaid Fraud Control Unit ("MFCU") of the Minnesota Attorney General's Office, make available to MFCU all administrative, financial, medical, and any other records that relate to the delivery of items or services under this Agreement. UCare and Delegate will allow MFCU access to these records during normal business hours, except under special circumstances when after-hours admissions will be allowed. Such special circumstances shall be determined by MFCU. Delegate will cooperate fully in any investigation of suspected fraud and/or abuse by the State and MFCU and in any subsequent legal action that may result from those investigations.
14. **Business Continuity Plans.** Delegate must have in place a written Business Continuity Plan if Delegate is providing priority services as defined in the DHS Contract. Priority services means those services that must remain uninterrupted to ensure the life, health and/or safety of members such as medical emergency services, post-stabilization care, and urgent care. Priority services also includes the processes to authorize or pay for the providers who provide those services.
15. **Termination by DHS.** In the event the DHS Contract is terminated or nonrenewed, the DHS Contract shall be terminated unless CMS and DHS agree to the contrary. Such termination shall be carried out in accordance with the termination requirement stated in 42 C.F.R. §§422.506 and 422.512.

In the event the CMS/DHS Contract is terminated or not renewed, the Agreement between the parties or a portion of the Agreement may be terminated by UCare as of the effective date of the applicable CMS/DHS Contract termination.

ADDENDUM FOR ACA/MNSURE EXCHANGE PRODUCTS

This ACA/MNSURE Exchange Products Addendum supplements and is made part of the Agreement and shall survive termination of the Agreement to the extent it or applicable law imposes continuing obligations.

16. **Applicability.**

- (a) UCare offers or administers one or more Qualified Health Plans (“QHP”) on "MNSure" the "Minnesota Insurance Marketplace" under Minnesota Statutes, chapter 62V, created as a state health benefit exchange as described in section 1311 of the federal Patient Protection and Affordable Care Act, Public Law 111-148, and further defined through amendments to the act and regulations issued under the act (hereinafter referred to as “QHP Products”).
- (b) UCare has delegated certain QHP carrier activities or obligations to Delegate pursuant to the Agreement between the parties.

17. **General Provisions.**

- (a) **Conflicts.** The provisions of this Addendum supersede any conflicting provision of the Agreement.
- (b) **Definitions.** Capitalized terms used in this Addendum and not defined herein shall have the meanings assigned to such terms in the Agreement.
 - (1) **Affordable Care Act or ACA.** The Patient Protection and Affordable Care Act, Public Law 111-148, as amended by the Healthcare and Education Reconciliation Act, Public Law 111- 152, collectively referred to as the Affordable Care Act or ACA.
 - (2) **MNSure Carrier Business Agreement.** An agreement between the State of Minnesota (acting through MNSure) and UCare to facilitate the offering of Qualified Health Plans on MNSure.
 - (3) **Qualified Health Plan or “QHP”.** A health plan that meets the definition in section 1301(a) of the Affordable Care Act, Public Law 111-148, and has been certified by the MNSure board in accordance with section 62V.05, subdivision 5, to be offered through MNSure.
 - (4) **QHP Products.** The benefit plans offered or administered by UCare available to individuals or small employer groups on MNSure.
 - (5) **QHP Services.** Any required UCare QHP activities, responsibilities, reporting requirements, or services delegated by UCare to Delegate.

18. **Compliance with MNSure Carrier Business Agreement.** Any services or other activity performed in accordance with a contract or written agreement by Delegate are consistent and comply with UCare's contractual obligations to the State of Minnesota.
19. **Delegation and Accountability.** Delegate acknowledges that UCare oversees and is accountable to MNSure for any responsibilities that are contained in its contract with MNSure, including those that UCare may delegate to Delegate or others. If any of UCare's activities or responsibilities under its contract with MNSure are delegated to Delegate:
- (a) The delegated activities and reporting responsibilities are specified in an applicable Schedule.
 - (b) UCare will monitor the performance of Delegate on an ongoing basis.
 - (c) The credentials of medical professionals affiliated with Delegate will be either reviewed by UCare or the credentialing process will be reviewed and approved by UCare and UCare shall audit the credentialing process on an ongoing basis.
 - (d) If UCare delegates the selection of providers, contractors, or subcontractors, UCare reserves the right to approve, suspend, or terminate any such arrangement.
20. **Revocation.** MNSure and UCare reserve the right to revoke the delegation activities and reporting requirements or to specify other remedies in instances where MNSure or UCare determine that Delegate has not performed or satisfactorily.
21. **Laws.** Delegate must comply with all applicable federal and/or state QHP laws, regulations and MNSure instructions. Delegate shall also cooperate with UCare in its efforts to comply with its contract with MNSure. Delegate acknowledges that UCare shall oversee and monitor Delegate's performance on an ongoing basis.
22. **Access to Records and Premises.** Delegate must permit access by UCare and State of Minnesota regulators in connection with their right to evaluate through audit, inspection, or other means, to Delegate's books, contracts, computers, or other electronic systems, including medical records and documentation, relating to the UCare's obligations as a QHP carrier, with all records retained for at least 10 years from the final date of the Agreement period.
23. **Amendments and Subcontracts.** Delegate agrees to incorporate into this Addendum such other terms and conditions as MNSure may find necessary and appropriate, including amendments to MNSure rules, regulations and guidance. If Delegate delegates any QHP Services to a subcontractor, Delegate shall provide written advance notification to UCare of such delegated activities and reporting responsibilities before the applicable effective

date of the delegation. Delegate shall bind the downstream entity to all the terms of this Exhibit, including providing for revocation of the delegated activities.

24. **Termination of QHP.** In the event UCare's QHP certification is decertified, terminated or nonrenewed, the Agreement between the parties or a portion of the Agreement may be terminated by UCare as of the effective date of the applicable QHP termination.

Resolution KCCH # - 9/5/2023
UCare Delegation Agreement Resolution

WHEREAS, UCare desires to delegate care coordination services to Kanabec County Community Health, and

WHEREAS, the care coordination services are intended to be provided by a team member to foster communication among UCare members, providers, staff and other organizations, and

WHEREAS, Kanabec County Community Health desires to provide the delegated services in accordance with UCare policies and procedures and in compliance with applicable federal and state laws and regulations and National Committee for Quality Assurance accreditation standards, and

THEREFORE BE IT RESOLVED the Kanabec County Community Health Board approves the Community Health Director signing the Delegation Agreement including the Business Associate Agreement, Schedule G and Schedule M between UCare and Kanabec County for the time period January 1, 2023 until terminated by either party.



As of Date: 07/2023
Report Basis: 2 1 - Cash
 2 - Modified Accrual
 3 - Full Accrual

Save Report: N

Comment:

FUND Range From 15 Thru 15

*** Kanabec County ***



Sheila
8/30/23 12:01PM

TRIAL BALANCE REPORT
As of 07/2023

Report Basis: Modified Accrual

Page 2

15 Community Health Fund

| <u>Account</u> | <u>Beginning Balance</u> | <u>Actual This-Month</u> | <u>Actual Year-To-Date</u> | <u>Current Balance</u> |
|--|------------------------------|------------------------------|--------------------------------|----------------------------|
| -----Assets----- | | | | |
| 1001 Cash | 572,797.85 | 42,546.32 | 212,191.96 | 784,989.81 |
| 1003 Audit Adjustments To Cash | 3,470.58 | 0.00 | 3,470.58- | 0.00 |
| 1110 Taxes Receivable - Prior & Delinquent | 8,694.84 | 0.00 | 8,694.84- | 0.00 |
| 1201 Accounts Receivable (Acc) | 122,280.28 | 0.00 | 122,280.28- | 0.00 |
| 1261 Due From Other Funds (Acc) | 19,551.26 | 0.00 | 19,551.26- | 0.00 |
| 1281 Due From Other Governments (Acc) | 210,237.96 | 0.00 | 210,237.96- | 0.00 |
| Total Assets | 937,032.77 | 42,546.32 | 152,042.96- | 784,989.81 |
| ---Liabilities and Balance----- | | | | |
| Liabilities | | | | |
| 2020 Accounts Payable | 523.17 - | 0.00 | 0.00 | 523.17 - |
| 2021 Accounts Payable (Acc) | 42,813.34 - | 0.00 | 42,813.34 | 0.00 |
| 2030 Salaries Payable | 67,009.55 - | 0.00 | 67,009.55 | 0.00 |
| 2091 Due To Other Funds (Acc) | 1,864.26 - | 0.00 | 1,864.26 | 0.00 |
| 2100 Due To Other Governments | 4,508.34 - | 0.00 | 4,508.34 | 0.00 |
| 2101 Due To Other Governments (Acc) | 28,907.61 - | 0.00 | 28,907.61 | 0.00 |
| 2230 Deferred Inflows | 8,694.84 - | 0.00 | 8,694.84 | 0.00 |
| Total Liabilities | 154,321.11 - | 0.00 | 153,797.94 | 523.17 - |
| Fund Balance | | | | |
| 2881 Assigned Fund Balance | 782,711.66 - | 0.00 | 0.00 | 782,711.66 - |
| 2910 Revenue Control | 0.00 | 295,369.38 - | 1,519,442.77 - | 1,519,442.77 - |
| 2925 Expenditure Control | 0.00 | 252,823.06 | 1,517,687.79 | 1,517,687.79 |
| Total Fund Balance | 782,711.66 - | 42,546.32 - | 1,754.98 - | 784,466.64 - |
| Total Liabilities and Balance | 937,032.77 - | 42,546.32 - | 152,042.96 | 784,989.81 - |
| 488 Kanabec Pine Community Health (fka 59) | | | | |
| -----Assets----- | | | | |
| Total Assets | 0.00 | 0.00 | 0.00 | 0.00 |
| ---Liabilities and Balance----- | | | | |
| Liabilities | | | | |
| Total Liabilities | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Liabilities and Balance | 0.00 | 0.00 | 0.00 | 0.00 |
| 15 Community Health Fund | 0.00 | 0.00 | 0.00 | 0.00 |

Sheila
8/30/23 12:01PM
15 Community Health Fund

**** Kanabec County ****

TRIAL BALANCE REPORT
As of 07/2023

Report Basis: Modified Accrual



Page 3

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

Kanabec County Community Health - Board Financial Report
15-484

Through July 2023

| Department | Budget | Total year to date/ % of budget | Total | 8.33% January | 16.67% February | 25.00% March | 33.33% April | 41.67% May | 50.00% June | 58.33% July | |
|--|--------------|------------------------------------|--------------|------------------|--------------------|-----------------|-----------------|---------------|----------------|----------------|----------------------------------|
| | | | | | | | | | | | <u>outstanding</u> |
| | | | | | | | | | | | <u>payments/payments not yet</u> |
| | | | | | | | | | | | <u>posted</u> |
| Pilt-Housing Authority | | | | | | | | | | | Workforce Dev. |
| Rev | 0 | | 73.76 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 73.76 | 0.00 | CTC |
| Exp | 0 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | FAP |
| Cares Act COVID-19 Grant | | | | | | | | | | | LCTS |
| Rev | 0 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | LPHG 7,066.37 |
| Exp | 0 | | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | MCH |
| Local Public Health Infrastructure | | | | | | | | | | | SF/EBHV |
| Rev | 482,287.00 | 60.77% | 293,073.88 | 5,288.63 | 0.00 | 22,458.26 | 27,321.23 | 0.00 | 222,093.04 | 15,912.72 | WIC TANF |
| Exp | 358,571.00 | 59.75% | 214,237.79 | 44,533.53 | 48,901.91 | 18,693.96 | 24,143.87 | 17,497.82 | 38,311.48 | 22,155.22 | RPC 12,135.01 |
| Prevent Infectious Disease | | | | | | | | | | | SHIP |
| Rev | 23,100.00 | 32.73% | 7,559.59 | 617.94 | 186.43 | 64.31 | 27.42 | 4,154.50 | 1,986.41 | 522.58 | TANF |
| Exp | 22,518.00 | 41.21% | 9,278.63 | 723.86 | 1,588.75 | 728.57 | 923.28 | 1,766.84 | 2,478.05 | 1,069.28 | WIC |
| Environmental Health | | | | | | | | | | | PHEP |
| Rev | 30.00 | 30.00% | 9.00 | 0.00 | 3.00 | 3.00 | 3.00 | 0.00 | 0.00 | 0.00 | MN Choice |
| Exp | 5,272.00 | 0.00% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | mental hlth |
| Healthy Communities-Adult Health | | | | | | | | | | | Suicide Prev |
| Rev | 276,109.00 | 56.07% | 154,804.38 | 12,988.46 | 9,642.85 | 63,640.44 | 20,885.85 | 22,242.25 | 10,604.26 | 14,800.27 | Covid Federal |
| Exp | 260,448.00 | 46.37% | 120,762.58 | 16,395.40 | 16,780.96 | 15,727.44 | 16,374.02 | 16,082.49 | 23,128.10 | 16,274.17 | Home care 23,176.11 |
| Healthy Communities-Health Improvement | | | | | | | | | | | 42,377.49 |
| Rev | 584,957.00 | 63.10% | 369,110.43 | 12,432.61 | 18,398.64 | 74,237.93 | 75,368.57 | 41,345.54 | 87,190.80 | 60,136.34 | *estimate only see note |
| Exp | 554,054.00 | 54.19% | 300,242.76 | 31,508.40 | 42,740.22 | 31,028.26 | 41,267.89 | 24,313.71 | 56,858.59 | 72,525.69 | below |
| Healthy Communities-Family Health | | | | | | | | | | | |
| Rev | 581,672.00 | 74.13% | 431,172.22 | 95,339.78 | 52,084.08 | 6,195.21 | 119,765.97 | 25,402.64 | 22,651.38 | 109,733.16 | SCHA Connector - We |
| Exp | 538,977.00 | 51.91% | 279,760.16 | 36,389.12 | 38,026.73 | 39,051.97 | 41,082.16 | 37,322.96 | 49,260.09 | 38,627.13 | get reimbursed twice |
| Emergency Preparedness | | | | | | | | | | | a year. Not included |
| Rev | 219,775.00 | 49.54% | 108,870.49 | 7,002.77 | 28,205.24 | 0.00 | 22,883.65 | 11,136.67 | 17,635.00 | 22,007.16 | |
| Exp | 185,517.00 | 50.42% | 93,529.01 | 8,487.27 | 9,215.41 | 15,201.34 | 9,717.96 | 14,128.29 | 26,945.55 | 9,833.19 | Home Care-This is the |
| Assure Access-Case Management | | | | | | | | | | | billed amount and we |
| Rev | 349,564.00 | 54.39% | 190,129.30 | 22,342.40 | 28,447.31 | 25,723.98 | 24,729.15 | 30,767.00 | 30,726.92 | 27,392.54 | are paid a percentage |
| Exp | 328,046.00 | 61.05% | 200,278.67 | 24,422.66 | 29,279.57 | 28,918.28 | 22,867.99 | 25,408.71 | 38,077.31 | 31,304.15 | of that and that percen- |
| Assure Access-Home Care | | | | | | | | | | | tage varies by paysource. |
| Rev | 528,000.00 | 59.91% | 316,309.35 | 34,967.26 | 31,582.98 | 40,537.89 | 55,291.23 | 48,873.38 | 60,192.00 | 44,864.61 | Also, VA may pay up to |
| Exp | 792,091.00 | 56.48% | 447,349.84 | 64,076.37 | 64,636.18 | 61,105.01 | 71,401.44 | 42,752.85 | 82,343.76 | 61,034.23 | 2 years after the date of |
| Agency Totals | | | | | | | | | | | service |
| Rev | 3,045,494.00 | 61.44% | 1,871,112.40 | 190,979.85 | 168,550.53 | 232,861.02 | 346,276.07 | 183,921.98 | 453,153.57 | 295,369.38 | |
| Exp | 3,045,494.00 | 54.69% | 1,665,439.44 | 226,536.61 | 251,169.73 | 210,454.83 | 227,778.61 | 179,273.67 | 317,402.93 | 252,823.06 | |

amount has changed

Board Meeting 9/5/23

Abstract Totals for Commissioner Vouchers

| Board Meeting 9/05/23 | Amount | Vendors | Transactions |
|------------------------------|------------------|----------------|---------------------|
| Abstract #1 | 63,894.22 | 35 | 88 |
| Abstract #2 | | | |
| Totals | 63,894.22 | 35 | 88 |
| | | | |

Abstract Totals for Auditor Vouchers

| Board Meeting 09/05/23 | Amount | Vendors | Transactions |
|-------------------------------|---------------|----------------|---------------------|
| Abstract #1 | | | |
| Abstract #2 | | | |
| Abstract #3 | | | |
| Abstract #4 | | | |
| Abstract #5 | | | |
| Totals | | | |

Sheila
9/1/23 8:41AM

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 1

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

Explode Dist. Formulas: Y

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

Sheila
9/1/23 8:41AM
15 Community Health Fund

***** Kanabec County *****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 2

| Vendor | Name | Rpt | Warrant Description | Invoice # | Account/Formula Description | 1099 |
|--------|---------------------------------|------|---------------------|--------------------------------|-----------------------------|--------------------|
| No. | Account/Formula | Accr | Amount | Service Dates | Paid On Bhf # | On Behalf of Name |
| 1 | 104 Ace Hardware | | 17.99 | AAA batteries | 319004 | Supplies |
| | 15-484-450-0000-6411 | | | | | N |
| | 104 Ace Hardware | | 17.99 | 1 Transactions | | |
| 71 | 538 Berg/Ashley | | 100.87 | August WIC mileage | | Mileage & Meals |
| | 15-484-487-8456-6331 | | | | | N |
| | 538 Berg/Ashley | | 100.87 | 1 Transactions | | |
| 39 | 185 Bergstadt/Jennifer | | 131.00 | Jul/Aug HHA mileage | | Mileage & Meals |
| | 15-484-496-8449-6331 | | | | | N |
| | 185 Bergstadt/Jennifer | | 131.00 | 1 Transactions | | |
| 2 | 1602 Best Western Plus | | 129.99 | lodging SCHSAC conference | 56508 | Mileage & Meals |
| | 15-484-450-0000-6331 | | | | | N |
| 3 | 15-484-450-0000-6331 | | 14.14 | room tax | 56508 | Mileage & Meals |
| | | | | | | N |
| | 1602 Best Western Plus | | 144.13 | 2 Transactions | | |
| 40 | 1396 Biever/Laurie | | 402.83 | Jul/Aug HHA mileage | | Mileage & Meals |
| | 15-484-496-8449-6331 | | | | | N |
| | 1396 Biever/Laurie | | 402.83 | 1 Transactions | | |
| 4 | 298 Childrens Dental Services | | 557.76 | transport equip/staff 062323 | | Contracted Work |
| | 15-484-485-8475-6285 | | | | | Y |
| 5 | 15-484-485-8475-6285 | | 557.76 | transport equip/staff 063023 | | Contracted Work |
| | | | | | | Y |
| 6 | 15-484-485-8475-6285 | | 315.26 | transport equip/staff 071423 | | Contracted Work |
| | | | | | | Y |
| 7 | 15-484-485-8475-6285 | | 315.26 | transport equip/staff 072823 | | Contracted Work |
| | | | | | | Y |
| 8 | 15-484-485-8475-6285 | | 557.76 | transport equip/staff 022423 | | Contracted Work |
| | | | | | | Y |
| 9 | 15-484-485-8475-6285 | | 557.76 | transport equip/staff 033123 | | Contracted Work |
| | | | | | | Y |
| 10 | 15-484-485-8475-6285 | | 557.76 | transport equip/staff 053123 | | Contracted Work |
| | | | | | | Y |
| | 298 Childrens Dental Services | | 3,419.32 | 7 Transactions | | |
| 11 | 1011 City of Princeton | | 20,000.00 | partner award pickleball court | | Services & Charges |
| | 15-484-485-8468-6211 | | | | | N |
| | 1011 City of Princeton | | 20,000.00 | 1 Transactions | | |
| 83 | 1097 Cragun's Conference Center | | 463.94 | lodging Sch Behavioral Hlth BM | | Mileage & Meals |
| | 15-484-485-8444-6331 | | | | | N |
| 72 | 15-484-485-8480-6331 | | 463.94 | lodging Sch Behavioral Hlth PM | | Mileage & Meals |
| | | | | | | N |
| 73 | 15-484-485-8480-6331 | | 298.50 | lodging Program Sharing Conf | recr 12507 | Mileage & Meals |
| | | | | | | N |

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15 Community Health Fund

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 3

| Vendor | Name | Rpt | Warrant Description | Invoice # | Account/Formula Description | 1099 |
|--------|---|------|---------------------|--------------------------------|-----------------------------|-----------------------------|
| No. | Account/Formula | Accr | Amount | Service Dates | Paid On Bhf # | On Behalf of Name |
| 1097 | Cragun's Conference Center | | 1,226.38 | 3 Transactions | | |
| 63 | 1326 Hansen/Erika | | 417.89 | Jul/Aug home care mileage | | Mileage & Meals N |
| | 15-484-496-8447-6331 | | | | | |
| | 1326 Hansen/Erika | | 417.89 | 1 Transactions | | |
| 12 | 324 Healthcare First | | 104.74 | August HHCAHPS fee | 5384608 | Services & Charges N |
| | 15-484-496-8447-6211 | | | | | |
| | 324 Healthcare First | | 104.74 | 1 Transactions | | |
| 64 | 234 Holland/Jeff | | 320.30 | June home care mileage | | Mileage & Meals N |
| | 15-484-496-8447-6331 | | | | | |
| 65 | 15-484-496-8447-6331 | | 315.06 | July home care mileage | | Mileage & Meals N |
| | 234 Holland/Jeff | | 635.36 | 2 Transactions | | |
| 15 | 434 Inovalon Provider, Inc. | | 252.42 | August billing svc/eligibility | 23M-0119416 | Services & Charges N |
| | 15-484-487-8453-6211 | | | | | |
| 14 | 15-484-493-8452-6211 | | 214.18 | August billing svc/eligibility | 23M-0119416 | Services & Charges N |
| | 15-484-493-8452-6211 | | | | | |
| 13 | 15-484-496-8447-6211 | | 298.31 | August billing svc/eligibility | 23M-0119416 | Services & Charges N |
| | 15-484-496-8447-6211 | | | | | |
| | 434 Inovalon Provider, Inc. | | 764.91 | 3 Transactions | | |
| 86 | 3095 Isanti County Public Health | | 777.94 | July Eats strategy | | Grant Admin- Pass thru N |
| | 15-484-485-8468-6880 | | | | | |
| 87 | 15-484-485-8468-6880 | | 2,852.44 | July Moves strategy | | Grant Admin- Pass thru N |
| | 15-484-485-8468-6880 | | | | | |
| 88 | 15-484-485-8468-6880 | | 1,140.97 | July Well-being strategy | | Grant Admin- Pass thru N |
| | 15-484-485-8468-6880 | | | | | |
| | 3095 Isanti County Public Health | | 4,771.35 | 3 Transactions | | |
| 66 | 1323 Johnstone/Kristi | | 170.30 | Jun-Aug home care mileage | | Mileage & Meals N |
| | 15-484-496-8447-6331 | | | | | |
| | 1323 Johnstone/Kristi | | 170.30 | 1 Transactions | | |
| 37 | 545 Kahler Grand Hotel | | 952.00 | lodging SHIP coord state conf | | Mileage & Meals N |
| | 15-484-485-8468-6331 | | | | | |
| 38 | 15-484-485-8468-6331 | | 144.00 | tax SHIP coord state conf | | Mileage & Meals N |
| | 15-484-485-8468-6331 | | | | | |
| | 545 Kahler Grand Hotel | | 1,096.00 | 2 Transactions | | |
| 16 | 2162 Kanabec County Information Systems | | 623.40 | 2nd qtr phone service | 6300 | Telephone N |
| | 15-484-450-0000-6203 | | | | | |
| 17 | 15-484-450-0000-6380 | | 3,750.00 | 3rd qtr IS services | 6304 | Interdepartmental Charges N |

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**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 4

| Vendor | Name | Rpt | | Warrant Description | Invoice # | Account/Formula Description | 1099 |
|--------|---|------|----------|------------------------------|--------------------|-----------------------------|------|
| No. | Account/Formula | Accr | Amount | Service Dates | Paid On Bhf # | On Behalf of Name | |
| 2162 | Kanabec County Information Systems | | 4,373.40 | 2 Transactions | | | |
| 1308 | Lejonvarn/Kirsten | | | | | | |
| 62 | 15-484-469-8440-6331 | | 32.75 | August DPC mileage | | Mileage & Meals | N |
| 59 | 15-484-487-8450-6331 | | 23.58 | Jul/Aug TANF mileage | | Mileage & Meals | N |
| 60 | 15-484-487-8451-6331 | | 11.79 | August HP mileage | | Mileage & Meals | N |
| 61 | 15-484-487-8453-6331 | | 79.91 | Jul/Aug SF/EBHV mileage | | Mileage & Meals | N |
| 1308 | Lejonvarn/Kirsten | | 148.03 | 4 Transactions | | | |
| 667 | Lighthouse Child & Family Services LLC | | | | | | |
| 18 | 15-484-487-8453-6211 | | 300.00 | 2 hrs SF/EBHV 071823 | 7258 | Services & Charges | N |
| 19 | 15-484-487-8453-6211 | | 49.12 | travel time 071823 | 7258 | Services & Charges | N |
| 667 | Lighthouse Child & Family Services LLC | | 349.12 | 2 Transactions | | | |
| 1604 | McClellan/Brianne | | | | | | |
| 41 | 15-484-485-8444-6331 | | 235.08 | August suicide prev mileage | | Mileage & Meals | N |
| 1604 | McClellan/Brianne | | 235.08 | 1 Transactions | | | |
| 1143 | McKesson Medical-Surgical Govt Solution | | | | | | |
| 85 | 15-484-481-8481-6411 | | 44.96- | prev bill surcharge 21045477 | | Supplies | Y |
| 76 | 15-484-496-8447-6411 | | 7.50 | shipping | | Supplies | N |
| 84 | 15-484-496-8447-6411 | | 44.96- | prev bill surcharge 21044865 | | Supplies | N |
| 21 | 15-484-485-8476-6412 | | 405.64 | pulse oximeter | 20992761 | Office Supplies | Y |
| 20 | 15-484-485-8476-6412 | | 284.64 | puls ox sensor disp inf | 20993319 | Office Supplies | N |
| 74 | 15-484-481-8481-6411 | | 73.97 | sanding discs and underpads | 21020937 | Supplies | N |
| 75 | 15-484-496-8447-6411 | | 13.10 | cath procedure tray | 21022025 | Supplies | N |
| 1143 | McKesson Medical-Surgical Govt Solution | | 694.93 | 7 Transactions | | | |
| 198 | Mille Lacs Co. Community & Veterans Ser | | | | | | |
| 22 | 15-484-485-8468-6880 | | 2,072.87 | July Eats strategy | | Grant Admin- Pass thru | N |
| 23 | 15-484-485-8468-6880 | | 962.84 | July tobacco strategy | | Grant Admin- Pass thru | N |
| 24 | 15-484-485-8468-6880 | | 3,109.07 | July well-being strategy | | Grant Admin- Pass thru | N |
| 25 | 15-484-485-8468-6880 | | 775.58 | July Moves strategy | | Grant Admin- Pass thru | N |
| 198 | Mille Lacs Co. Community & Veterans Ser | | 6,920.36 | 4 Transactions | | | |
| 1603 | Mille Lacs Corporate Ventures | | | | | | |
| 26 | 15-484-485-8444-6411 | | 20.00 | table rental wellness fair | 2023 wellness fair | Supplies | N |
| 1603 | Mille Lacs Corporate Ventures | | 20.00 | 1 Transactions | | | |
| 8040 | Miller, Patti | | | | | | |

Sheila
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15 Community Health Fund

***** Kanabec County *****



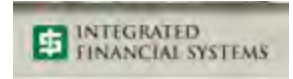
Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 5

| Vendor | Name | Rpt | Warrant Description | Invoice # | Account/Formula Description | 1099 |
|--------|-------------------------------------|------|---------------------|--------------------------------|-----------------------------|--------------------------|
| No. | Account/Formula | Accr | Amount | Service Dates | Paid On Bhf # | On Behalf of Name |
| 56 | 15-484-485-8480-6331 | | 652.40 | Aug mileage, meals, parking | | Mileage & Meals N |
| 8040 | Miller, Patti | | 652.40 | 1 Transactions | | |
| 52 | Olson/Autumn | | | | | |
| 67 | 15-484-487-8450-6331 | | 43.89 | Jul/Aug TANF mileage | | Mileage & Meals N |
| 68 | 15-484-487-8451-6331 | | 26.20 | August HP mileage | | Mileage & Meals N |
| 69 | 15-484-487-8453-6331 | | 241.04 | Jul/Aug SF/EBHV mileage | | Mileage & Meals N |
| 70 | 15-484-487-8457-6331 | | 15.72 | Jul/Aug MCH mileage | | Mileage & Meals N |
| 52 | Olson/Autumn | | 326.85 | 4 Transactions | | |
| 632 | Pine County Health & Human Services | | | | | |
| 27 | 15-484-485-8468-6880 | | 1,737.16 | July Eats strategy | | Grant Admin- Pass thru N |
| 28 | 15-484-485-8468-6880 | | 936.12 | July tobacco strategy | | Grant Admin- Pass thru N |
| 29 | 15-484-485-8468-6880 | | 1,246.21 | July well-being strategy | | Grant Admin- Pass thru N |
| 30 | 15-484-485-8468-6880 | | 1,065.32 | July moves strategy | | Grant Admin- Pass thru N |
| 632 | Pine County Health & Human Services | | 4,984.81 | 4 Transactions | | |
| 1030 | Ringler/Jennie | | | | | |
| 42 | 15-484-496-8449-6331 | | 62.23 | Jul/Aug HHA mileage | | Mileage & Meals N |
| 1030 | Ringler/Jennie | | 62.23 | 1 Transactions | | |
| 1322 | Ringler/Jezzalyn | | | | | |
| 44 | 15-484-496-8448-6331 | | 45.20 | Jul/Aug HM mileage | | Mileage & Meals N |
| 43 | 15-484-496-8449-6331 | | 320.29 | Jul/Aug HHA mileage | | Mileage & Meals N |
| 1322 | Ringler/Jezzalyn | | 365.49 | 2 Transactions | | |
| 3174 | Rosburg/Diane | | | | | |
| 45 | 15-484-496-8447-6331 | | 411.34 | May/Jun home care mileage | | Mileage & Meals N |
| 57 | 15-484-496-8447-6331 | | 292.13 | July home care mileage | | Mileage & Meals N |
| 58 | 15-484-496-8447-6331 | | 252.18 | August home care mileage | | Mileage & Meals N |
| 3174 | Rosburg/Diane | | 955.65 | 3 Transactions | | |
| 1452 | Sandberg/Debbie | | | | | |
| 46 | 15-484-493-8452-6331 | | 152.62 | Jul/Aug CM mileage | | Mileage & Meals N |
| 1452 | Sandberg/Debbie | | 152.62 | 1 Transactions | | |
| 2841 | Sanofi Pasteur, Inc | | | | | |
| 77 | 15-484-469-8440-6430 | | 3,691.08 | Fluzone HD QIV 23-24 240mcg/.7 | | Drugs & Medicine N |
| 78 | 15-484-469-8440-6430 | | 45.00 | excise tax surcharge | | Drugs & Medicine N |
| 79 | 15-484-469-8440-6430 | | 354.80 | Fluzone QIV 23-24 60mcg/.5mL | | Drugs & Medicine N |

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15 Community Health Fund

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 6

| Vendor | Name | Rpt | | Warrant Description | Invoice # | Account/Formula Description | 1099 |
|----------------|------------------------------------|------|-----------|--------------------------------|-----------------|-----------------------------------|------|
| No. | Account/Formula | Accr | Amount | Service Dates | Paid On Bhf # | On Behalf of Name | |
| 80 | 15-484-469-8440-6430 | | 15.00 | excise tax surcharge | | Drugs & Medicine | N |
| 81 | 15-484-469-8440-6430 | | 553.39- | credit | | Drugs & Medicine | N |
| 82 | 15-484-469-8440-6430 | | 80.18- | prompt pay discount | | Drugs & Medicine | N |
| 2841 | Sanofi Pasteur, Inc | | 3,472.31 | 6 Transactions | | | |
| 105 | St. Clare Living Community of Mora | | | | | | |
| 31 | 15-484-496-8447-6211 | | 1,870.00 | July PT visits | | Services & Charges | N |
| 32 | 15-484-496-8447-6211 | | 255.00 | July PT assistant visits | | Services & Charges | N |
| 33 | 15-484-496-8447-6211 | | 255.00 | July PT consultation hours | | Services & Charges | N |
| 34 | 15-484-496-8447-6211 | | 312.50 | July drive time | | Services & Charges | N |
| 35 | 15-484-496-8447-6211 | | 89.40 | July mileage | | Services & Charges | N |
| 105 | St. Clare Living Community of Mora | | 2,781.90 | 5 Transactions | | | |
| 1893 | Tamarac Medical,Inc | | | | | | |
| 36 | 15-484-487-8451-6432 | | 14.95 | 1 lab analysis blood lead | 119129 | Medical Supplies | N |
| 1893 | Tamarac Medical,Inc | | 14.95 | 1 Transactions | | | |
| 1333 | Tomczak/Kailey | | | | | | |
| 47 | 15-484-496-8449-6331 | | 165.06 | Jul/Aug HHA mileage | | Mileage & Meals | N |
| 1333 | Tomczak/Kailey | | 165.06 | 1 Transactions | | | |
| 1268 | Tomczak/Kristi | | | | | | |
| 49 | 15-484-496-8448-6331 | | 30.14 | Jul/Aug HM mileage | | Mileage & Meals | N |
| 48 | 15-484-496-8449-6331 | | 155.23 | Jul/Aug HHA mileage | | Mileage & Meals | N |
| 1268 | Tomczak/Kristi | | 185.37 | 2 Transactions | | | |
| 1328 | True Directions, Inc. | | | | | | |
| 50 | 15-484-485-8490-6285 | | 750.00 | 5 weeks PRSS on call svc | 10 | Contracted Work Peer Recovery Sup | N |
| 51 | 15-484-485-8490-6285 | | 170.46 | cell phone svc | 10 | Contracted Work Peer Recovery Sup | N |
| 52 | 15-484-485-8490-6285 | | 433.00 | administrative costs | 10 | Contracted Work Peer Recovery Sup | N |
| 53 | 15-484-485-8490-6285 | | 1,777.13 | PRSS treatment svcs | 10 | Contracted Work Peer Recovery Sup | N |
| 54 | 15-484-485-8490-6285 | | 250.00 | 072423 Franklin Outdoor advert | 10 | Contracted Work Peer Recovery Sup | N |
| 55 | 15-484-485-8490-6285 | | 250.00 | 082523 Franklin Outdoor advert | 10 | Contracted Work Peer Recovery Sup | N |
| 1328 | True Directions, Inc. | | 3,630.59 | 6 Transactions | | | |
| 15 Fund Total: | | | 63,894.22 | Community Health Fund | 35 Vendors | 88 Transactions | |
| Final Total: | | | 63,894.22 | 35 Vendors | 88 Transactions | | |

Sheila
9/1/23

8:41AM

**** Kanabec County ****



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 7

| Recap by Fund | <u>Fund</u> | <u>AMOUNT</u> | <u>Name</u> | |
|---------------|-------------|---------------|-----------------------|--------------------|
| | 15 | 63,894.22 | Community Health Fund | |
| | All Funds | 63,894.22 | Total | Approved by, |
| | | | | |
| | | | | |

9:45am Appointment

September 5, 2023

REQUEST FOR BOARD ACTION

| | |
|---|---|
| a. Subject: Snake River Watershed Partnership Joint Powers Agreement Recommendations | b. Origination: Kanabec County Board of Commissioners & Snake River Water Management Board |
| c. Estimated time: 30 minutes | d. Presenter(s): Attorney John Kolb (via WebEx) |

e. Board action requested:

Information only

f. Background:

Supporting Documents: None: ☒ Attached:

Date received in County Coordinators Office:

Coordinators Comments:

10:15am Appointment

September 5, 2023

REQUEST FOR BOARD ACTION

| | |
|---|---|
| a. Subject: Central Minnesota Jobs and Training Services Annual Report | b. Origination: CMJTS |
| c. Estimated time: 25 minutes | d. Presenter(s): Barbara Chafee, Executive Director and Tricia Bigaouette, Program Manager |

e. Board action requested:

Information only

f. Background:

Supporting Documents: None: Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:



CENTRAL MINNESOTA
Jobs & Training Services

CMJTS JOINT POWERS BOARD

1984–2023 (39 YEARS OF SERVICE)



"To strengthen Central Minnesota communities through leadership in workforce excellence."

AGENDA

Staff Introductions

- **Business: Present CMJTS Annual Report to Counties for 2021-2022**
 - Annual Fiscal Audit: CliftonLarsonAllen (independent audit report)
 - Under WIOA Law, county boards have fiduciary accountability for Employment and Training federal funds
 - Annual Program Performance Report
 - Complete information at www.cmjts.org
 - 2023-2024 Commercial Insurance
 - County Demographics (by Luke Greiner, DEED LMI Regional Analyst)
- **What's Happening in Your County**
 - Success Stories
- **Q & A**



CMJTS Joint Powers Board

Years of Service



Chair
Chisago County
Commissioner
Rick Greene (16)



Vice Chair
Sherburne County
Commissioner
Lisa Fobbe (6)



Secretary
Isanti County
Commissioner
Mike Warring (12)



Kanabec County
Commissioner
Wendy Caswell (1)



Kandiyohi County
Commissioner
Duane Anderson (1)



McLeod County
Commissioner
Daryl Luthens (1)



Meeker County
Commissioner
Beth Oberg (1)



Pine County
Commissioner
Terry Lovgren (1)



Renville County
Commissioner
Doug Erickson (1)



Wright County
Commissioner
Jeanne Holland (1)



CMJTS
CEO
Barbara Chaffee (23)



CMJTS

County Commissioner JPB Board Training

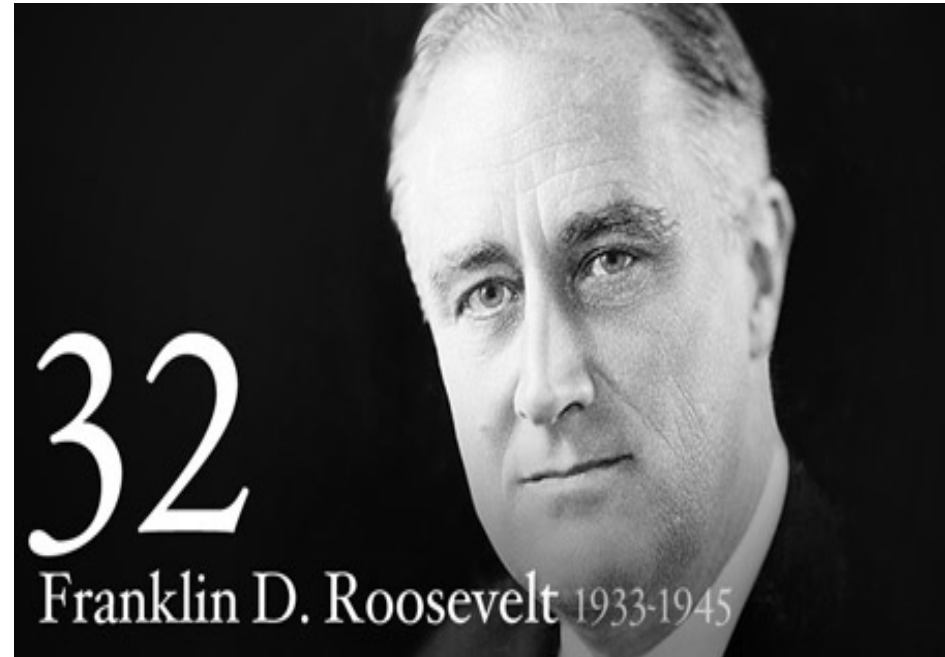
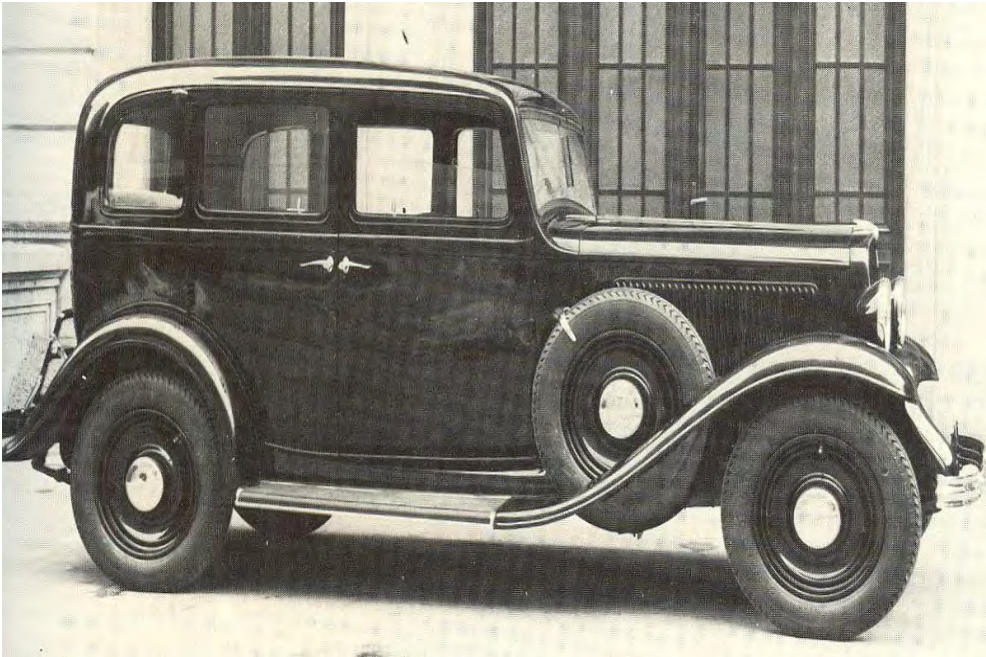
- Legal Duties Under (WIOA) Workforce Innovation and Opportunity Act
- Roles of Chief Elected Officials (CEO)
- Joint Powers Board Agreement
- Composition of the board:
1 county commissioner is appointed by each of the 11 counties (alternate)
- JPB meets quarterly: **March, June, September, December**
- 3 JPB officers serve on the WDB
 - Chair, Vice Chair, Secretary
- History of Workforce Development
 - 42 slides of FUN!
- CMJTS staff would welcome the opportunity to attend a county commissioners' scheduled **workgroup** to provide information on our programs and services and answer questions.



CMJTS

County Commissioner JPB Board Training

What workforce development program was established in 1933?
And still exists today?



CENTRAL MINNESOTA
Jobs & Training Services

A proud partner of the americanjobcenter® network | CareerForce



- CareerForce™ (One-Stop Centers)**
- Cambridge
 - Hutchinson—Ridgewater College
 - Monticello (Comprehensive/Corp. Office)

CareerForce Affiliate Centers

- Litchfield
- Milaca
- Mora
- North Branch
- Pine City
- Willmar – Ridgewater College

Specialized Centers

- Olivia
- Sandstone



CMJTS Annual Report

Annual Report 2021-2022



Workforce excellence is CENTRAL to all we do!



To view the Annual Report, please visit:
www.cmjts.org / About / Annual Report



CENTRAL MINNESOTA
Jobs & Training Services

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What's Happening In Your County?

CMJTS Corporate and Executive Staff



Tricia Bigaouette

Director

Finance Department
Economic
Development

Corporate

tbigaouette@cmjts.org



Kristin Yeager

Director

Human Resources/
Information
Technology

Corporate

kyeager@cmjts.org



Dina Wuornos

Manager

Adult
Dislocated Worker

Central Region

dwuornos@cmjts.org



Diana Ristamaki

Manager

Youth Programs
Universal Team

North Region

dristamaki@cmjts.org



Leslie Wojtowicz

Manager

Workforce Development
Division

South Region

lwojtowowicz@cmjts.org



Christina Pflueger

Manager

Public Assistance

South Region

cpflueger@cmjts.org



CENTRAL MINNESOTA
Jobs & Training Services

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Finance Department and Economic Development

Tricia Bigaouette
Director



Annual Fiscal Audit

- In December of each year, the JPB reviews the Annual Fiscal Audit with Fiscal Auditors (CliftonLarsonAllen).
- What do they review?
 - Select federal or state-funded programs
 - Designated case files
 - Internal Controls Manual
 - Cost categories/budgets and the laws that govern them
 - Evaluate all fiscal processes, including vendor lists



Annual Fiscal Audit

| CENTRAL MINNESOTA JOBS AND TRAINING SERVICES SCHEDULE OF FINDINGS AND QUESTIONED COSTS YEAR ENDED JUNE 30, 2022 | | |
|---|---|---|
| Section I – Summary of Auditors' Results | | |
| Financial Statements | | |
| 1. Type of Auditors' Report Issued: | <u>Unmodified</u> | |
| 2. Internal Control over Financial Reporting: | | |
| • Material Weakness(es) Identified? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Significant Deficiency(ies) Identified? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> None reported |
| 3. Noncompliance Material to Financial Statements Noted? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Federal Awards | | |
| 1. Internal Control over Major Programs: | | |
| • Material Weakness(es) Identified? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| • Significant Deficiency(ies) Identified? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> None reported |
| 2. Type of Auditors' Report Issued on Compliance for the Major Programs: | <u>Unmodified</u> | |
| 3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No |
| Identification of major programs: | | |
| <u>Assistance Listing Numbers</u> | <u>Name of Federal Program or Cluster</u> | |
| 17.258, 17.259, 17.278 | WIOA Cluster | |
| Dollar threshold used to distinguish between type A and type B programs: | \$750,000 | |
| Auditee qualified as low-risk auditee? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |

(23)



Human Resources & IT Departments

Kristin Yeager
Director

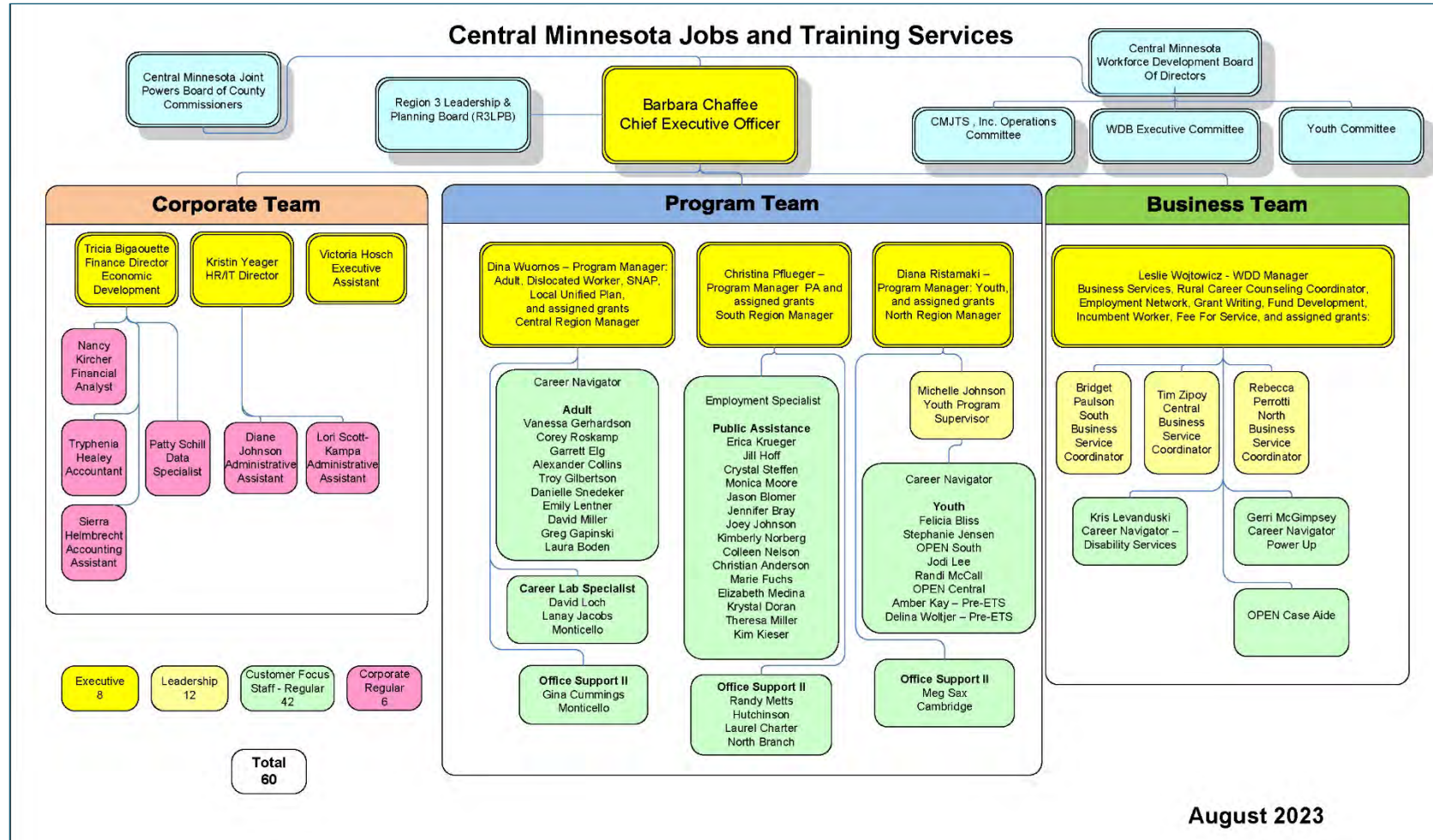


2023-2024 Commercial Insurance

| Central MN Jobs & Training Services Schedule of Insurance | |
|---|--|
| Policy Type: Commercial Package Insurance Carrier: Philadelphia Insurance Coverage Business Personal Property Deductible Valuation Business Income General Liability Professional Liability Automobile Liability | Policy Number: PHPK2387071 Policy Term: April 20, 2023-2024 Limit \$ 788,000 \$1,000 Replacement Cost \$300,000 \$ 1,000,000/\$2,000,000 aggregate \$ 1,000,000/\$2,000,000 aggregate \$ 1,000,000 |
| Policy Type: Workers Compensation Insurance Carrier: Superior Point (Assigned Risk Pool) Coverage Workers Compensation – MN Employers Liability – Each Accident Employers Liability – Disease (Policy Limit) Employers Liability – Disease (Each Employee) | Policy Number: 112196.805 Policy Term: April 20, 2023-2024 Limit Statutory Limits \$ 500,000 \$ 500,000 \$ 500,000 |
| Policy Type: Commercial Umbrella Insurance Carrier: Philadelphia Insurance Coverage Umbrella Liability Self-Insured Retention | Number: PHUB805748 Policy Term: April 20, 2023-2024 Limit \$2,000,000 \$ 10,000 |
| Policy Type: Management Liability Insurance Carrier: Carolina Casualty Insurance Comp Coverage Directors' & Officers' Liability – per claim/aggregate Directors' & Officers' Liability – deductible Employment Practices Liability – per claim/aggregate Employment Practices Liability – deductible | Policy Number: DCP 1763904P4 Policy Term: April 20, 2023-2024 Limit \$ 2,000,000 \$ 2,500 \$ 2,000,000 \$ 10,000 |
| Policy Type: Crime – Third Party Insurance Carrier: The Hartford Coverage Employee Theft – on Premise only Deductible | Number: 41BDDHA5336 Policy Term: April 20, 2023-2024 Limit \$ 500,000 \$ 4,000 |
| Policy Type: ERISA Bond Insurance Carrier: Capitol Indemnity Coverage Bond Limit (with inflation guard) | Number: A270015864 Policy Term: April 20, 2021-2024 Limit \$ 225,000 |
| Policy Type: Cyber Insurance Carrier: Coverage Coverage Liability | Number: W3228C220101 Policy Term: April 20, 2023-2024 Limit \$2,000,000 |



CMJTS Organizational Chart



County Success Stories

Minnesota Family Investment Program (MFIP)



Andrea Meyer

Monica Moore, CMJTS Employment Specialist



CENTRAL MINNESOTA
Jobs & Training Services

A proud partner of the americanjobcenter® network | CareerForce

Questions & Answers

To LWDA 5's 11 counties:

Chisago, Isanti,
Kanabec, Kandiyohi,
Meeker, McLeod, Mille Lacs,
Pine, Renville, Sherburne,
and Wright

*Thank you for your
outstanding leadership and partnership
in workforce development!*



CENTRAL
MINNESOTA
Jobs & Training
Services



10:40am Appointment

September 5, 2023

REQUEST FOR BOARD ACTION

| | |
|--|--|
| a. Subject: Department Update-Auditor/Treasurer | b. Origination: Board of Commissioners |
| c. Estimated time: 10-15 minutes | d. Presenter(s): Denise Snyder, Auditor/Treasurer |

e. Board action requested:

Information only

f. Background:

Supporting Documents: None: Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

September 5, 2023

AT Office report for the Kanabec County Board of Commissioners

| | | | |
|---------------------------|--|---|----------------|
| ELECTIONS | Considering setting up a table on ground floor with AB applications to fill out prior to coming up to vote. Less congestion and more privacy for those voting. Have had feedback concerning security in the polling places. Sheriff's office not staffed to do that . Some townships asking if hiring their own security is an option. Election data requests are coming in constantly. We don't create more reports than we need due to the cost. | | |
| Township | Township elections March 12th. We still have 10 townships with elections in March. | | |
| PNP | PNP March 5th. AB voting starts Jan 19th. Expecting a heavy turnout. | | |
| Primary | Primary August 13, 2024. AB voting starts June 28th. | | |
| General | General November 5, 2024. AB voting starts Sept 20th. | | |
| UPCOMING | Extended hours mandated for the 2024 General. Looking into purchasing removable voting booths (4-5 depending on space). Will be back to Board for approval to purchase out of election assigned fund. | | |
| TAX MCIS | TNT Notices will be mailed approx Nov 15th. Statute restricts us mailing before Nov 13th. Legislative mandated levy info will be printed on the back | | |
| TNT Notices | VS budget info - cuts on costs! New outsourcing company this year. Very hands on, great communication and more concerned about costs. | | |
| PAYROLL MCIS | Conversion done and going well. MCIS is very interested in Kanabec's input to enhance their existing program. | | |
| CAPITAL ASSETS | Going to stay with Avenu product for now. Haven't found anything better yet. | | |
| ANNUAL AUDIT | Auditors will be presenting the 2022 audit to the Board in October and back in December to start 2023 audit. We do most data transfer thru the portal to cut back on fieldwork hours. Changes to federal reporting standards always present more restrictive reporting and add to the time involved. It will be imperative that our office gets all grant and lease information from departments. The audit reporting is getting too demanding to try and track the information down at the last minute. | | |
| PASSPORTS | Are still on the increase! | 1&2Q2023 = \$14,988 1&2Q2022 = \$5,698 | |
| PROPERTY TRANSFERS | Down in 2023 from 2022. | | |
| | State Deed Tax | 1&2Q2023 = 289 | 1&2Q2022 = 383 |
| | Mortgage Reg Tax | 1&2Q2023 = 221 | 1&2Q2022 = 376 |
| | Note: this impacts the land technology fund. | | |
| TAX FORFEITURE LAND | On hold until litigation is resolved at the state level. More legislative action is coming. Tim & I will get more updates at Regional Mtg on Sept 21. Tim will be working on sale inventory for 2025 and a developing a plan to get parcels sold with the least amount of financial impact to the county. Forfeiture stats: | | |
| | | 2020 = 12 | |
| | | 2021 = 8 | |
| | | 2022 = 0 | |
| | | 2023 = 6 | |

kelsey
9/1/23 1:44PM

**** Kanabec County ****



REVENUES & EXPENDITURES BUDGET REPORT As of 09/2023

Page 2

1 FUND General Revenue Fund

Report Basis: Cash

| | | <u>Status</u> | <u>Quarter To Date</u> | <u>Year To Date</u> | Percent of Year | |
|--------------------------|------------------------------------|---------------|----------------------------|-------------------------|-----------------|----------------------------|
| <u>Account Number</u> | | | | | <u>Budget</u> | 75% <u>% of BDG</u> |
| 41 DEPT | Auditor/Treasurer | | | | | |
| ----- REVENUES ----- | | | | | | |
| 01-041-000-0000-5011 | Gravel Tax | | 0.00 | 7,300.20- | 8,200.00- | 89 |
| 01-041-000-0000-5013 | Mortgage Registry & State Deed Tax | | 0.00 | 6,128.58- | 12,000.00- | 51 |
| 01-041-000-0000-5501 | Fees For Services | | 344.00- | 8,278.50- | 12,000.00- | 69 |
| 01-041-000-0000-5830 | Misc Revenues | | 30.00- | 122.00- | 0.00 | 0 |
| ----- EXPENDITURES ----- | | | | | | |
| 01-041-000-0000-6103 | Salaries - Regular | | 63,843.23 | 282,224.02 | 444,070.00 | 64 |
| 01-041-000-0000-6107 | Salaries - Overtime | | 0.00 | 1,154.01 | 0.00 | 0 |
| 01-041-000-0000-6113 | Flex Pay | | 910.26 | 4,249.89 | 0.00 | 0 |
| 01-041-000-0000-6130 | VEBA - County Share | | 1,272.00 | 5,618.00 | 0.00 | 0 |
| 01-041-000-0000-6153 | Co Share Health Ins | | 8,497.23 | 34,048.57 | 78,508.00 | 43 |
| 01-041-000-0000-6158 | Health Reserves - County Share | | 300.00 | 1,400.00 | 0.00 | 0 |
| 01-041-000-0000-6163 | Co Share Pera | | 4,788.24 | 20,934.16 | 33,305.00 | 63 |
| 01-041-000-0000-6175 | Co Share Fica | | 4,861.24 | 21,691.95 | 33,971.00 | 64 |
| 01-041-000-0000-6205 | Postage | | 4,500.00 | 11,013.96 | 20,000.00 | 55 |
| 01-041-000-0000-6206 | Payroll Fees -Ach | | 50.00 | 350.00 | 600.00 | 58 |
| 01-041-000-0000-6211 | Services & Charges | | 0.00 | 3,424.59 | 7,100.00 | 48 |
| 01-041-000-0000-6233 | Photocopy Expenditures | | 0.00 | 880.85 | 500.00 | 176 |
| 01-041-000-0000-6242 | Legal Notice Publication | | 0.00 | 7,500.33 | 6,000.00 | 125 |
| 01-041-000-0000-6289 | Staff Development | | 0.00 | 492.89 | 1,000.00 | 49 |
| 01-041-000-0000-6331 | Mileage & Meals | | 138.86 | 138.86 | 200.00 | 69 |
| 01-041-000-0000-6341 | Paycom PR Fees | | 3,583.00 | 13,710.75 | 17,918.00 | 77 |
| 01-041-000-0000-6405 | Computers & Hardware | | 1,827.86 | 1,827.86 | 2,200.00 | 83 |
| 01-041-000-0000-6411 | Supplies | | 422.98 | 3,905.98 | 7,000.00 | 56 |
| ----- REVENUES ----- | | | | | | |
| 01-041-036-0000-5501 | Passport Copies | | 86.00- | 524.00- | 400.00- | 131 |
| 01-041-036-0000-5509 | Passport Apps & Photos | | 3,834.00- | 18,384.00- | 10,000.00- | 184 |
| ----- EXPENDITURES ----- | | | | | | |
| 01-041-036-0000-6205 | Passport Postage | | 0.00 | 1,178.05 | 1,400.00 | 84 |
| 01-041-036-0000-6331 | Mileage & Meals | | 0.00 | 0.00 | 100.00 | 0 |
| 01-041-036-0000-6411 | Passport Supplies | | 0.00 | 95.61 | 40.00 | 239 |
| ----- REVENUES ----- | | | | | | |
| 01-041-063-0000-5501 | Fees For Services | | 3,297.15- | 3,703.56- | 3,500.00- | 106 |
| 01-041-063-0000-5891 | Reimbursements | | 983.50- | 1,733.88- | 0.00 | 0 |
| 01-041-063-0000-5989 | Fund Balance-Planned Use | | 0.00 | 0.00 | 45,000.00- | 0 |
| ----- EXPENDITURES ----- | | | | | | |

kelsey
9/1/23 1:44PM

**** Kanabec County ****



REVENUES & EXPENDITURES BUDGET REPORT As of 09/2023

Page 3

1 FUND General Revenue Fund

Report Basis: Cash

| | | Status | Quarter | Year | Percent of Year | 75% |
|--------------------------|-----------------------------------|---------|-------------|-------------|-----------------|----------|
| Account Number | | | To Date | To Date | Budget | % of BDG |
| 01-041-063-0000-6211 | Services & Charges | | 13,027.75 | 80,304.30 | 156,181.00 | 51 |
| 01-041-063-0000-6289 | Staff Development | | 0.00 | 0.00 | 735.00 | 0 |
| 01-041-063-0000-6331 | Mileage & Meals | | 393.65 | 393.65 | 400.00 | 98 |
| 01-041-063-0000-6411 | Supplies | | 0.00 | 0.00 | 700.00 | 0 |
| 01-041-063-0000-6685 | Future Capital Equipment | | 0.00 | 3,971.78 | 0.00 | 0 |
| ----- REVENUES ----- | | | | | | |
| 01-041-071-0000-5891 | Reimbursements | | 0.00 | 3,772.25 - | 0.00 | 0 |
| ----- EXPENDITURES ----- | | | | | | |
| 01-041-071-0000-6205 | Postage | | 0.00 | 72.81 | 250.00 | 29 |
| 01-041-071-0000-6211 | Services & Charges | | 445.92 | 5,506.15 | 1,000.00 | 551 |
| 01-041-071-0000-6341 | Rental & Service Contracts | | 10,140.25 | 14,865.25 | 13,205.00 | 113 |
| 01-041-071-0000-6411 | Supplies | | 85.05 - | 67.26 | 300.00 | 22 |
| 01-041-071-0000-6989 | Fund Balance-Transfer To | | 0.00 | 0.00 | 55,000.00 | 0 |
| ----- REVENUES ----- | | | | | | |
| 01-041-071-8610-5453 | Fed Grant - OSS | | 0.00 | 4,286.94 - | 0.00 | 0 |
| ----- EXPENDITURES ----- | | | | | | |
| 01-041-071-8610-6405 | 90.404 Computers & Hardware HAVA | | 0.00 | 13,806.45 | 0.00 | 0 |
| ----- REVENUES ----- | | | | | | |
| 01-041-071-8620-5301 | OSS VOTER Acct Funding (Beg 2023) | | 5,739.52 - | 5,739.52 - | 0.00 | 0 |
| 01-041-683-0000-5051 | Special Assessments | | 0.00 | 20,904.25 - | 0.00 | 0 |
| 01-041-683-0000-5710 | Interest Income | | 925.04 - | 1,066.19 - | 0.00 | 0 |
| ----- EXPENDITURES ----- | | | | | | |
| 01-041-683-0000-6751 | Principal | | 0.00 | 34,061.98 | 0.00 | 0 |
| 01-041-683-0000-6755 | Interest | | 0.00 | 3,836.19 | 0.00 | 0 |
| 41 DEPT | Totals Auditor/Treasurer | Revenue | 15,239.21 - | 81,943.87 - | 91,100.00 - | 90 |
| | | Expend. | 118,917.42 | 572,726.15 | 881,683.00 | 65 |
| | | Net | 103,678.21 | 490,782.28 | 790,583.00 | 62 |
| | | | | | | |
| 1 FUND | Totals General Revenue Fund | Revenue | 15,239.21 - | 81,943.87 - | 91,100.00 - | 90 |
| | | Expend. | 118,917.42 | 572,726.15 | 881,683.00 | 65 |
| | | Net | 103,678.21 | 490,782.28 | 790,583.00 | 62 |
| | | | | | | |
| FINAL TOTALS | 48 Accounts | Revenue | 15,239.21 - | 81,943.87 - | 91,100.00 - | 90 |
| | | Expend. | 118,917.42 | 572,726.15 | 881,683.00 | 65 |
| | | Net | 103,678.21 | 490,782.28 | 790,583.00 | 62 |

10:55am Appointment

September 5, 2023

REQUEST FOR BOARD ACTION

| | |
|---|--|
| a. Subject: County Clean-up Day and Household Hazardous Waste Collection | b. Origination: Environmental Services |
| c. Estimated time: 10 mins | d. Presenter(s): Environmental Services Technician Ryan Carda & Extension 4-H Educator Nikki Priebe |

e. Board action requested:

Resolution #__ - 9/5/23

WHEREAS the board has received a request for support of a Kanabec County Clean-Up Day and Household Hazardous Waste Collection to be held on Saturday, October 14, 2023, and

WHEREAS the Kanabec County Board of Commissioners and Environmental Services support such an event;

BE IT RESOLVED that the county will provide up to \$5,000, to be paid using SCORE/Surcharge funds to help fund the County Clean-up Day.

BE IT FURTHER RESOLVED that the county will provide up to \$9,000, to be paid using SCORE/Surcharge funds to help fund the Household Hazardous Waste Collection.

f. Background:

Household Hazardous Waste Day 2022 served 57 households. The cost was \$6,913.68 from Kanabec County SCORE fund for Veolia Environmental Services and \$1,965.60 Kanabec Publications for advertising.

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

Date Received in County Coordinator's Office:

Coordinators Comments:

Per the Auditor/Treasurer-

These balances are as of 8/31/2023:

SCORE \$ 111,795.06

SURCHARGE \$ 1,122,544.35

YE2021 Balance

Registration Form: Household
Hazardous Waste Collection

Name: _____

Address: _____

Phone # : _____

Township: _____

Description of hazardous waste
(including type &
quantity): _____

Send completed form to:

Kanabec County Environmental Services
903 Forest Ave E Mora, MN 55051
320-679-6456 env@co.kanabec.mn.us

EVENT LOCATION

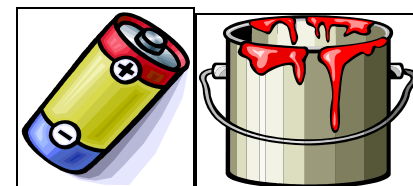
East Central Solid Waste
1756 180TH Ave
Mora, MN 55051
Saturday, October 14th, 2023
8 a.m. to Noon

Kanabec County is sponsoring a
Household Hazardous Waste
Collection on Saturday, October
14th, 2023. The collection event is
free of charge to all Kanabec
County property owners and
residents to safely dispose of
household hazardous wastes.

HOW TO PACKAGE AND TRANSPORT

- 1. Pack Carefully.** Place
containers in a cardboard box lined
with plastic. Pack them in an
upright position. Tighten all lids
before transporting. If container is
leaking, pack in a larger leak-free
container; soak up leakage with
kitty litter.
- 2. Transport.** Place boxes in car
trunk. If you must transport inside
the car, keep the car ventilated, and
place combustibles out of direct
sunlight and away from heat
sources.

KANABEC COUNTY'S
HOUSEHOLD
HAZARDOUS WASTE
COLLECTION
SATURDAY,
OCTOBER 14TH, 2023
8AM TO NOON



The HHW is supported by Kanabec
County Commissioners

Pre-Registration must
be submitted to
Environmental Services
by October 2nd, 2023

What to Bring

- Acids, bases
 - Fluorescent lights, compact and tubular (this includes the new bulbs)
 - Paint thinner, solvents, oil based paint, stain, varnish
 - Pesticides and herbicides and other garden and agricultural chemicals(Raid*, Roundup*)
 - Aerosol containers (full or partially full)
 - Thermometers (older mercury)
 - Any other household products that are either poisonous, flammable, or corrosive.
- LATEX PAINT: we now have a state contract for disposal

What **NOT** to Bring

- Alkaline batteries: if in doubt bring them to the event
- Empty containers
- Industrial/commercial waste (residential only)
- Propane tanks or compressed gas
- Radioactive material or explosive
- auto batteries, used motor oil (this can be recycled locally)
- Unidentified waste
- Other non-hazardous waste

ALL HHW materials need to be registered.

For everyone's safety participants will remain in their vehicles. All HHW materials will be removed and handled by the HHW staff.

Thank you.

If you have questions please contact
Kanabec County Environmental
Services

320-679-6456

September 5, 2023
11:05am Appointment Agenda
of Chad T. Gramentz, PE
Public Works Director

- | | |
|--|--------------------------|
| 1. Roof Repairs – Salt Shed/Garage | Resolution #1 (09-05-23) |
| 2. Legal Services for Right of Way Acquisition | Resolution #2 (09-05-23) |
| 3. Construction Update | |
| 4. Addressing process | |
-

Resolution #1 (9-05-23)
Roof Repairs for Salt Shed and Garage

WHEREAS the roof on the storage garage and salt shed at the county pit are in need of repair, and

WHEREAS the following quotes were received for roofing work:

| | Garage | Salt Shed | Total |
|------------------|----------|-----------|----------|
| DKN Construction | \$8,585 | \$14,091 | \$22,676 |
| Miller Roofing | \$11,580 | \$21,960 | \$33,540 |

WHEREAS DKN Construction provided the low quote of \$22,676, and

THEREFORE BE IT RESOLVED to accept the quote of \$22,676 by DKN Construction for roof repairs of the garage and salt shed at the county pit.

Resolution #2 (9-05-23)
Legal Services for Right of Way Acquisition

WHEREAS project no SAP 033-605-023, CSAH 5 from TH 23 to CSAH 19 will include right of way acquisition for the entire length of the project, and

WHEREAS specialized legal services may be necessary for acquisitions that may require eminent domain, and

WHEREAS Rinke Noonan has provided a quote for said legal services on an hourly basis – ranging from \$125- \$495 per hour, and

WHEREAS said quote was presented before the Board, and

THEREFORE BE IT RESOLVED to accept the agreement by Rinkee Noonan for legal services for assistance with right of way acquisition for SAP 033-605-023.

DKN Construction, LLC
 2332 Highway 65
 Mora, MN 55051 US
 612-333-3857
 office@dknconstruction.com
 www.dknconstruction.com

Estimate



ADDRESS

Dave Mulvaney
 Kanabec County Courthouse
 317 Maple Ave E
 Mora, MN 55051

| ESTIMATE # | DATE | |
|------------|------------|--|
| 2390 | 07/17/2023 | |

P.O. NUMBER

Roof

| DESCRIPTION | AMOUNT |
|---|----------|
| Supply new 1x's and steel for garage roof | 4,004.00 |
| Labor to install steel | 3,800.00 |
| OH&P | 781.00 |
| If it is not listed, it is not included | |
| No SAC or WAC permitting figured. | |
| All material pricing is subject to change on quotes as materials pricing and lead times are volatile. | |
| Shingles to stay on. Cover up entire roof. | |
| No dumpster figured or needed. If done at the same time of shed. | |

Notice of Mechanic's Lien: Minnesota Statutes Section 514.001:

(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

Acceptance of Proposal:

The above prices, specifications, and conditions are satisfactory and are hereby accepted.

By signing the acceptance below, you are authorizing DKN to do the work as specified.

TOTAL

\$8,585.00

Accepted By

Accepted Date

DKN Construction, LLC
 2332 Highway 65
 Mora, MN 55051 US
 612-333-3857
 office@dknconstruction.com
 www.dknconstruction.com

Estimate



ADDRESS

Dave Mulvaney
 Kanabec County Courthouse
 317 Maple Ave E
 Mora, MN 55051

| ESTIMATE # | DATE | |
|------------|------------|--|
| 2391 | 07/17/2023 | |

P.O. NUMBER

Salt Shed Roof

| DESCRIPTION | AMOUNT |
|---|----------|
| Supply new steel for roof and outside corners | 5,100.00 |
| Tear off old roof. Dispose and install steel over existing OSB | 5,410.00 |
| Allowance to replace rotted material (unforeseen) | 1,500.00 |
| Dumpster for disposal | 800.00 |
| OH&P | 1,281.00 |
| If it is not listed, it is not included | |
| No SAC or WAC permitting figured. | |
| All material pricing is subject to change on quotes as materials pricing and lead times are volatile. | |
| Roof will have seams | |

Notice of Mechanic's Lien: Minnesota Statutes Section 514.001:

(a) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

TOTAL

\$14,091.00

(b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

Acceptance of Proposal:

The above prices, specifications, and conditions are satisfactory and are hereby accepted.

By signing the acceptance below, you are authorizing DKN to do the work as specified.

Accepted By

Accepted Date



PROPOSAL



Minnesota
LICENSE#
BC782915

Wisconsin
LICENSE#

DC-052100587



888-440-3451

| | |
|--|---|
| PROPOSAL SUBMITTED TO <i>Kanabec County</i> | JOB ADDRESS <i>2342 State Hwy 23</i> |
| PHONE NUMBER(S) <i>320-679-6448</i> | <i>Attn: Dave M</i> |
| EMAIL <i>dave.mulvaney@co.kanabec.mn.us</i> | MAILING ADDRESS <i>Mora MN 55051</i> |
| DATE OF PLANS | <i>320-515-1478</i> |
| | <i>317 Maple Ave E Suite 181</i> |
| | <i>Mora MN 55051</i> |

Total Square 21 *Sand shed - Tear off* Brand Metal Sales *PRR - Panel 24 GA*
 Square Metal 21 *1-Layer of Shingle Panels* Color Exposed Fasteners
 Square Foam — Thickness —
 Eave 90 feet Color —
 Rake 140 feet Color —
 Iceshield 720 *Entire Roof* feet up + valleys Caulk 36 tubes
 Tarpaper — rolls ☐ Synthetic ☐ 30# Hip & Ridge — feet
 W Formed Valley Tin — feet Screws 8-Bags Length 1 1/2"

Roof Flashing(s) & Vent(s)

| | | |
|-------------------------------|--------------------------------------|----------------------------------|
| <u>—</u> chimney flashing(s) | <u>—</u> side wall flashing | <u>—</u> elect. mass flashing(s) |
| <u>—</u> chimney pipe(s) | <u>—</u> unit(s) | <u>—</u> satellite(s) |
| <u>—</u> skylight flashing(s) | <u>—</u> sewer pipe vent flashing(s) | <u>—</u> roof <u>—</u> |
| <u>—</u> end wall flashing | <u>—</u> fan vent flashing(s) | <u>—</u> ' of vented ridge |

Special Instructions: *There might be 1-2 seams horizontally because of the overall length of the building. Caulk all the seams on the panels.*

*ALL MATERIALS ARE OWNED BY ZACH'S MILLER'S METAL ROOFING, LLC.

*15% SURCHARGE IF CONTRACT IS CANCELED AFTER THREE BUSINESS DAYS.

*CUSTOMER IS RESPONSIBLE FOR SATELLITE COMPANY TO COME OUT AND RE-INSTALL DISH.

P.S. Damaged roof sheeting will not exceed \$ 7.00 per square foot overcharge. Date: 7/27/23

PAYMENT DUE WITHIN 30 DAYS OF COMPLETION. SERVICE CHARGE TO BE ASSESSED THEREAFTER AT 1.5% PER MONTH, ADDED TO ALL ACCOUNTS NOT PAID BY EACH STATEMENT DATE. AFTER 90 DAYS OF THE COMPLETION DATE, A LIEN WILL BE TAKEN ON THE PROPERTY UNTIL PAID IN FULL.

We Propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:

dollars (\$ 21,960.00).

Payment to be made as follows:

+ 2,180.00 To Replace 4' of Sheet around the entire Sh

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Authorized Signature *Austin Miller*

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature X

Date of acceptance: X

Signature 7



PROPOSAL

Minnesota
LICENSE#
BC782915

Wisconsin
LICENSE#

DC-052100587



888-440-3451

| | |
|--|---|
| PROPOSAL SUBMITTED TO <u>Kanabec County</u> | JOB ADDRESS <u>2342 State Hwy 23</u> |
| PHONE NUMBER(S) <u>320-679-1648</u> | <u>Mora, MN 55051</u> |
| EMAIL <u>dave.mulvaney@co.kanabec.mn.us</u> | MAILING ADDRESS <u>317 Maple Ave E Suite 181</u> |
| DATE OF PLANS | <u>Mora, MN 55051</u> |

Total Square 12 Garage - Tear off
 Square Metal 12 2 layers of shingles
 Square Foam -
 Eave 90 feet
 Rake 90 feet
 Iceshield - feet up + valleys
 Tarpaper 6 rolls ☐ Synthetic ☒ 30#
 W Formed Valley Tin - feet
 Brand Metal Sales Pro-Panel II-29 GA
 Color Exposed Exterior
 Thickness -
 Color -
 Color -
 Caulk 1 tubes
 Hip & Ridge 35 feet
 Screws 5-Bags Length 1 1/2"

Roof Flashing(s) & Vent(s)

| | | |
|-------------------------------|--------------------------------------|---------------------------------------|
| <u>-</u> chimney flashing(s) | <u>-</u> side wall flashing | <u>-</u> elect. mass flashing(s) |
| <u>-</u> chimney pipe(s) | <u>-</u> unit(s) | <u>-</u> satellite(s) |
| <u>-</u> skylight flashing(s) | <u>-</u> sewer pipe vent flashing(s) | <u>2</u> roof <u>Vents - Board up</u> |
| <u>-</u> end wall flashing | <u>-</u> fan vent flashing(s) | <u>70</u> ' of vented ridge - Cut in |

Special Instructions: _____

*ALL MATERIALS ARE OWNED BY ZACH'S MILLER'S METAL ROOFING, LLC.

*15% SURCHARGE IF CONTRACT IS CANCELED AFTER THREE BUSINESS DAYS.

*CUSTOMER IS RESPONSIBLE FOR SATELLITE COMPANY TO COME OUT AND RE-INSTALL DISH.

P.S. Damaged roof sheeting will not exceed \$ 7.00 per square foot overcharge. Date: 7/27/23

PAYMENT DUE WITHIN 30 DAYS OF COMPLETION. SERVICE CHARGE TO BE ASSESSED THEREAFTER AT 1.5% PER MONTH, ADDED TO ALL ACCOUNTS NOT PAID BY EACH STATEMENT DATE. AFTER 90 DAYS OF THE COMPLETION DATE, A LIEN WILL BE TAKEN ON THE PROPERTY UNTIL PAID IN FULL.

We Propose hereby to furnish material and labor – complete in accordance with the above specifications, for the sum of:

dollars (\$ 11,580.00).

Payment to be made as follows:

1/2 Downpayment

1/2 Upon Completion

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Authorized Signature Austin Miller

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature X

Date of acceptance: X

Signature _____



August 30, 2023

Direct Dial: 320-257-3868
Aripple@RinkeNoonan.com

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

SENT VIA U.S. MAIL AND EMAIL TO: chad.gramentz@co.kanabec.mn.us

**Re: Proposal for Legal Services
Our File No. 00004-0621**

Dear Chad:

In response to your request, we are providing you with Rinke Noonan's proposal to provide property acquisition and relocation services to Kanabec County.

Our Background and Expertise. Rinke Noonan has a slightly different approach to property acquisition than many agencies have experienced in the past. Our comprehensive understanding of the entire eminent domain process allows us to enter into negotiations with an understanding of the entire cost and time that may be involved. Unlike many outside consultants, we have a superior understanding of the local real estate market, neighborhoods and community. We know most local appraisers and understand where and when we should give weight to a competing appraisal.

Although we understand that not everyone will be happy when a project is over, we cannot afford a bad reputation in the community and it is important to us to keep opinions positive throughout the project.

Our Proposal

1. **Personnel.** Acquisitions and personal contacts with property owners will be principally completed by Adam or Igor. At times, other attorneys or staff in our office may provide additional support. Our Relocation and Acquisition Coordinator will assist in preparing offers, project coordination and processing acquisitions.
2. **Services.** Our firm is willing to provide the following services as part of this proposal:
 - A. Assist in coordinating and hiring of appraisers.
 - B. Coordinate and review title work to determine property owners and interested parties.

- C. Complete a preliminary housing study to review available housing for relocation purposes.
- D. Complete field title work involving a physical viewing of the exteriors of the properties to determine other interests that may exist but do not show on real property records.
- E. Initial informational meetings with property owners to explain the project and process and gather information necessary for relocation analysis, if applicable.
- F. Review of appraisals and appraisal reviews and necessary discussion with appraisers regarding legal considerations.
- G. Coordinate minimum compensation analysis when applicable, review analysis and provide legal guidance.
- H. Prepare offers with necessary documentation, including purchase agreements, easements where applicable, and offer summaries.
- I. Deliver offers and applicable relocation information to property owners, including a personal meeting with property owners and follow up on questions and issues raised by property owners.
- J. Review of property owner appraisals and other information provided by property owners and their attorneys, and provide responses to property owners.
- K. Consult with you, as the client, regarding negotiations with property owners and provide recommendations on acquisitions and administrative settlements.
- L. Coordination and attendance at property purchase closings and manage filing of applicable documents, including working to obtain necessary signatures and releases/consents of mortgages or other interests.
- M. Process relocation claims and reimbursement of applicable expenses and request payments.
- N. Provide documentation for right of way certificates and funding audits.

3. **Fees.** Rinke Noonan is aggressive in using staff specialists to reduce overall costs for our municipal clients. By using these specialists, and delegating tasks to less experienced attorneys or staff, you can be assured that the Authority is receiving the very best value available.

Furthermore, Rinke Noonan strives to save our governmental clients money by employing the most qualified attorney or paralegal available. We find that the availability of our experienced attorneys allows us to reduce the amount of time needed on many issues, thereby, saving our clients significantly overall.

Unlike other firms, our rates are meant to be comprehensive. We do not bill for many of the miscellaneous items other firms do such as legal secretary time, access to computerized legal research, postage, faxes, long distance telephone calls, mileage or in-house copies. The County will never be billed

Chad Gramentz
Kanabec County Engineer
August 30, 2023
Page 3

for these standard overhead costs. Hourly rates for 2023 are: Adam - \$465; Igor - \$495; Mary Jo - \$225; and Sheri - \$125. The hourly rates are adjusted annually on January 1st.

4. **Assumptions.** This proposal assumes the following:

- A. That we will have input on appraiser selection to ensure that experienced and competent appraisers are engaged.
- B. That a right of way plat will be created for partial acquisitions whether by easement or deed. If a plat is not created, additional expenditures will likely be required to address real estate recording and other transfer issues.
- C. That we will be directly accountable to one representative of the County to ensure that we understand which directions to follow; however, this does not preclude sharing of information or meetings with representatives of the County.

5. **Costs and Bills.** Additional fees will be incurred for abstracting and closing company costs, if necessary. These are fees that will be paid to outside vendors. If our firm processes these claims, we do NOT add on an administrative fee. We will generally send the bills directly to your office for payment. If we do make a payment for outside services, you will be billed for that service without markup. Eminent domain legal services are not included in this proposal. If eminent domain is required and if the County decides to engage our services in that regard, our same rates and fees will apply. These rates represent a considerable discount over the rates we typically charge to non-governmental clients. The rate adjusts on an annual basis. Rates will match those charged to other counties for right-of-way work. We currently only charge for attorney, paralegal and legal technician time; as well as actual out of pocket expenses (with no mark-up).

6. **Included.** We do not bill for mileage; we do not bill for secretary time typing; we do not bill for long distance or faxes; we do not bill for copies (unless we pay an outside vendor for the printing or copies of items we cannot complete in house); and we do not add profit and overhead. These costs are all covered by our hourly rates.

7. **Conflicts.** Where Rinke Noonan has conflicts of interest, those conflicts will be disclosed in writing.

We look forward to working with you on this project.

Sincerely,

/s/ Adam A. Ripple
Adam A. Ripple
AAR/mjr

Chad Gramentz
Kanabec County Engineer
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The above proposal is accepted by Kanabec County.

Dated: _____

Chad Gramentz, Kanabec County Engineer

Agenda Item #1

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of the County Coordinator

CORRECTED MINUTES

August 1, 2023

The Kanabec County Board of Commissioners met at 9:00am on Tuesday, August 1, 2023 pursuant to adjournment with the following Board Members present in person: Tom Roeschlein, Rick Mattson, Wendy Caswell, Alison Holland and Peter Ripka. Others Present: Board Clerk Kris McNally, County Attorney Barbara McFadden (via WebEx) 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 9:00am and led the assembly in the Pledge of Allegiance.

Action #1 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to approve the agenda with the following addition: Request for approval of digital forensics service agreement.

Action #2 – It was moved by Peter Ripka, seconded by Wendy Caswell and carried unanimously to approve the July 18, 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> |
|----------------------------------|----------------------|
| Ann Lake Twp | 3,262.23 |
| Arthur Twp | 453.45 |
| Braham Public Schools | 1,727.37 |
| Brunswick Twp | 75.69 |
| CLH Properties LLC | 71.00 |
| Comfort Twp | 460.85 |
| Consolidated Communications | 1,126.24 |
| Cummings, Linda | 34.00 |
| Dearborn National Life Insurance | 555.88 |
| East Cent. Reg Dev Commission | 96.40 |
| East Central Energy | 1,132.30 |

| | |
|---|-----------|
| East Central Energy | 218.00 |
| East Central School District | 134.17 |
| Fischer, Richard | 35.00 |
| Ford Twp | 2,434.67 |
| Grass Lake Twp | 1,237.32 |
| Haberman, Wayne | 88.00 |
| Haybrook Twp | 525.60 |
| Health Partners | 6,856.45 |
| Helmbrecht, Conner | 14.00 |
| Hemmer, Debra | 20.00 |
| Hillman Twp | 383.66 |
| Hinckley-Finlayson Schools | 5,248.73 |
| Kanabec County Auditor-Treasurer | 10,990.41 |
| Kanabec Twp | 930.83 |
| Kaydi Vanthof | 38.00 |
| Knife Lake Twp | 376.80 |
| Kroschel Twp | 2,074.33 |
| Krulc, Laurie | 145.00 |
| Life Insurance Company of North America | 621.56 |
| Marco | 176.00 |
| Midcontinent Communications | 225.26 |
| MN Energy Resources Corp | 5,848.32 |
| Mora Public Schools | 5,950.78 |
| Nestrud, Helen | 49.00 |
| Office of MN.IT Services | 1,338.65 |
| Ogilvie Public Schools | 6,116.57 |
| Osmonson, Terry | 44.00 |
| Peace Twp | 362.76 |
| Pomroy Twp | 2,314.02 |
| Southfork Twp | 51.02 |
| The Hartford Priority Accounts | 6,751.65 |
| Verizon Wireless Aircards | 1,415.36 |
| VSP Insurance Co | 574.56 |
| Warnke, Margo | 105.00 |
| Whited Twp | 90.16 |
| Young, Sabrina | 32.00 |

47 Claims Totaling: \$ 72,813.05

9:02am – The Chairperson called for public comment three times. None responded.

9:04am – The Chairperson closed public comment.

Action #4 – It was moved by Peter Ripka, seconded by Tom Roeschlein and carried unanimously to approve the following claims on the Revenue Fund:

| <u>Vendor</u> | <u>Amount</u> |
|--|----------------------|
| Anne M. Carlson Law Office, PLLC | 1,210.00 |
| Anne M. Carlson Law Office, PLLC | 140.00 |
| Applied Concepts, Inc. | 2,995.00 |
| Association of MN Counties | 150.00 |
| Attorney General's Office | 212.41 |
| Baycom | 1,726.00 |
| Bowland, Jacob | 148.26 |
| Bowland, Tim | 85.50 |
| Brooke, Phillip | 274.00 |
| Clifton Larson Allen LLP | 1,260.00 |
| Curtis, Michael | 767.27 |
| Eric Hartman - Rock County Planning & Zoning | 250.00 |
| Granite City Jobbing Company | 326.09 |
| Hamilton Funeral Homes | 430.00 |
| Hartshorn, Jim | 189.95 |
| Hayford Ford | 3,505.13 |
| Hoefert, Robert | 1,160.66 |
| Horizon Towing | 429.50 |
| Horizon Towing | 161.06 |
| Horizon Towing | 214.75 |
| IT Savvy LLC | 1,827.86 |
| IT Savvy LLC | 547.84 |
| Jacobs, Tim | 169.64 |
| Johnson Brothers Law | 450.00 |
| Kanabec County Community Health | 192.50 |
| Kanabec County Community Health | 7,382.60 |
| Kanabec County Community Health | 2,209.99 |
| Kanabec County Highway Dept | 270.24 |
| Kanabec Publications | 568.00 |
| Kirby Kennedy & Associates | 4,582.40 |
| Koenings, Katie | 185.48 |
| Lakeland Printers Inc | 376.00 |
| Larson, Randy | 373.00 |
| Law Office of Rick Hodsdon | 520.00 |
| McNally, Kris | 385.64 |
| MEI Total Elevator Solutions | 1,217.52 |
| Meich, Jennifer | 991.00 |
| Menards | 449.98 |
| Menards | 230.97 |

| | |
|--|-----------|
| Michael Keller, Ph.D., L.P. | 650.00 |
| Milaca Chiropractic Center | 85.00 |
| MN Department of Transportation | 31,995.49 |
| Niedzielski, Denny & Jennifer | 86.00 |
| Northern Technology Initiative (GPS 45:93) | 13.00 |
| Obrycki, Chaz | 119.40 |
| Office Depot | 28.99 |
| Office Depot | 83.16 |
| Office Depot | 140.39 |
| Office of MNIT Services | 840.02 |
| O'Reilly Auto Parts | 22.99 |
| Oslin Lumber | 75.94 |
| PD'S Embroidery | 20.00 |
| Premium Waters, Inc. | 35.10 |
| Ratwik, Roszak & Maloney, PA | 40.00 |
| Ratwik, Roszak & Maloney, PA | 2,014.00 |
| RELX Inc. DPA LexisNexis | 231.75 |
| Rinke Noonan | 1,715.00 |
| Ripka, Peter | 37.20 |
| Ruud, Sandra | 185.63 |
| Stellar Services | 84.20 |
| Streicher's | 415.99 |
| Summit Food Service Management | 4,062.16 |
| Summit Food Service Management | 4,032.21 |
| SwipeClock LLC | 332.00 |
| Van Alst, Lillian | 1,114.81 |
| VC3 | 2,712.50 |
| VC3 | 1,069.00 |
| WEX | 420.75 |
| Wickeham, Teresa | 498.49 |

69 Claims Totaling: \$ 91,727.41

Action #5 – It was moved by Peter Ripka, seconded by Alison Holland and carried unanimously to approve the following claims on the Road & Bridge Fund:

| <u>Vendor</u> | <u>Amount</u> |
|-----------------------------|----------------------|
| CPF | 535.95 |
| Crawford's Equipment | 812.56 |
| Frisch, Nick | 59.98 |
| Kanabec County Highway Dept | 65.45 |
| Knife River | 95.70 |
| Locators & Supplies | 154.90 |

| | |
|------------------------------|----------|
| MEI Total Elevator Solutions | 611.74 |
| Midwest Machinery | 67.89 |
| Nuss Truck | 500.97 |
| Pomp's Tire | 5,321.44 |
| Trueman Welters | 1,300.00 |
| USIC Locating | 100.00 |
| Ziegler | 2,076.91 |

13 Claims Totaling: \$11,703.49

Action #6 – It was moved by Wendy Caswell, seconded by Tom Roeschlein and carried unanimously to approve the following resolution:

Resolution #6 – 8/1/23

SCORE CLAIMS

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

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

WHEREAS SCORE Funds appear adequate for the purpose;

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

| | |
|------------------|------------|
| Waste Management | \$799.22 |
| Quality Disposal | \$5,825.80 |
| Arthur Township | \$500.00 |
| Total | \$7,125.02 |

County Coordinator Kris McNally led a discussion regarding the annual Welia payment related to budget preparation. Information only, no action was taken. The Board expressed consensus to further discuss this with Public Works Director Chad Gramentz at the Budget Work Session on August 8, 2023.

County Coordinator Kris McNally presented a request for approval of a Digital Forensics Service Agreement.

Action #7 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #7 – 8/1/23

WHEREAS the Kanabec County Coordinator's Office is engaged in an investigation into potential employee misconduct; and

WHEREAS said investigation requires digital forensic services; and

WHEREAS a recommendation has been received from the consulting labor attorney for Carney Forensics, LLC; and

WHEREAS Carney Forensics, LLC. has provided a service agreement;

THEREFORE BE IT RESOLVED the Kanabec County Board of Commissioners hereby approves the service agreement with Carney Forensics, LLC.;

BE IT FURTHER RESOLVED that Coordinator Kris McNally is authorized to sign said service agreement;

BE IT FURTHER RESOLVED payment of the \$5,000 retainer to Carney Forensics, LLC. is hereby authorized.

County Coordinator Kris McNally led a discussion regarding contested reevaluation results for Family Services job descriptions.

Action #8 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve a consent agenda including all of the following actions:

Resolution #8a – 08/01/23

Rescind Resolution #17f-07/05/23

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

WHEREAS by Resolution #17f-07/05/23 the Board of Commissioners approved no grade change for multiple Family Services positions following the evaluation by the wage consultant, and

WHEREAS additional information was provided following adoption of Resolution #17f-07/05/23 which caused the wage consultant to request a modification to her recommendation about two positions covered under said resolution;

THEREFORE BE IT RESOLVED that Resolution #17f-07/05/23 is hereby rescinded.

Resolution #8b – 08/01/23

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

WHEREAS the HR Specialist has submitted updated job descriptions and physical analysis to the wage consultant at MRA for evaluation for the following positions:

- Office Support Specialist
- Accounting Technician
- Lead Child Support Officer

WHEREAS the wage consultant has examined and evaluated the job descriptions and recommends the above job titles remain at the same pay grade;

BE IT RESOLVED that it is the decision of the County Board to accept the job descriptions and approve the wage consultant's recommendations for the above job titles.

Resolution #8c – 08/01/23

Community Support Tech- Adult Position Re-Evaluation

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

WHEREAS the Community Support Tech- Adult position was on the rotation schedule for reevaluation in 2023, and

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

WHEREAS the wage consultant has examined and evaluated the job description and recommends the grade for the above job title increase from Grade 9 to Grade 10 based on an increase in overall points;

BE IT RESOLVED that it is the decision of the County Board to accept the changes to the job description and approve the wage consultant's recommendations;

BE IT FUTHER RESOLVED to accept the ranking for the "Community Support Tech-Adult" position, which results in Pay Range 10;

BE IT FURTHER RESOLVED that this change is effective July 1, 2023.

Resolution #8d - 08/01/23

Community Support Tech- Child Position Re-Evaluation

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

WHEREAS the Community Support Tech- Child position was on the rotation schedule for reevaluation in 2023, and

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

WHEREAS the wage consultant has examined and evaluated the job description and recommends the grade for the above job title increase from Grade 9 to Grade 12 based on an increase in overall points;

BE IT RESOLVED that it is the decision of the County Board to accept the changes to the job description and approve the wage consultant's recommendations;

BE IT FUTHER RESOLVED to accept the ranking for the "Community Support Tech-Child" position, which results in Pay Range 12;

BE IT FURTHER RESOLVED that this change is effective July 1, 2023.

Action #9 – It was moved by Peter Ripka, seconded by Wendy Caswell and carried unanimously to recess the board meeting at 9:19am to a time immediately following the Community Health Board.

The Kanabec County Community Health Board met at 9:19am on Tuesday, August 1, 2023 pursuant to adjournment with the following Board Members present: Tom Roeschlein, Rick Mattson, 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 #CH10 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve the Community Health Board Agenda as presented.

Action #CH11 - It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to approve the following resolution:

Resolution #CH11 – 8/1/23

SHAH Software Agreement resolution

WHEREAS, SHAH Software Inc. has developed and marketed a web-based computer software application for transportation scheduling called Transportation Manager -NewGen System and,

WHEREAS, Kanabec County's Timber Trails Public Transit desires to acquire a license to use the Transportation Manager-NewGen System and

WHEREAS, SHAH Software Inc. desires to grant Timber Trails Public Transit said license.

THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners approves the Agreement for the Transportation Manager-NewGen System web-based computer software application commencing September 1, 2023 for a five year period, unless previously cancelled by either party and will be renewed annually, and

THEREFORE BE IT FURTHER RESOLVED that the Kanabec County Board of Commissioners approves the Transit or Community Health Director sign said Agreement.

Action #CHI2 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the payment of 88 claims totaling \$44,568.39 on Community Health Funds.

Action #CHI3 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to adjourn Community Health Board at 9:37am and to meet again on Tuesday, September 5, 2023 at 9:20am.

The Board of Commissioners reconvened.

Community Health Director Kathy Burski and County Sheriff Brian Smith met with the County Board to give an update from the Cannabis Committee. Information only, no action was taken.

Auditor/Treasurer Denise Snyder and Deputy Auditor Property & Tax Tim Jacobs met with the Board to discuss property taxes at point of sale. Information only, no action was taken. Denise and Tim will research and prepare a draft resolution to require the payment of property taxes at point of sale and bring it back to the board for approval.

Information Systems Director Lisa Blowers met with board to give a department update. Information only, no action was taken.

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

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

Resolution #14 – 8/1/23
Geotechnical Services for Bridge Design
Br. 33519

WHEREAS the following quotes were received for geotechnical services for assistance with bridge design of CSAH 17 crossing of Mud Creek:

| | |
|------------------------------|------------|
| Chosen Valley Testing | \$8,600.00 |
| American Engineering Testing | \$8,840.00 |

THEREFORE BE IT RESOLVED to accept the quote of \$8,600.00 by Chosen Valley Testing for geotechnical services on CSAH 17 for the replacement of Br. 33519.

Public Works Director Chad Gramentz led a discussion regarding the replacement of fuel tanks at the highway building. Chad will obtain quotes for both above and below ground tanks, and bring them back to the board for further consideration.

Action #15 – It was moved by Tom Roeschlein, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #15 – 8/1/23

Purchase Pickups

WHEREAS the following quotes were received from North Country GM for three pickups based on state contract CPV pricing:

| | |
|------------------------------|--------------|
| 2024 GMC 1500 Double Cab 4x4 | \$38,846.50 |
| 2024 GMC 3500 Crew Cab 4x4 | \$47,455.80 |
| 2024 GMC 3500 Double Cab 4x4 | \$45,470.40 |
| Total: | \$131,772.70 |

WHEREAS pricing and specification sheets were presented before the Board and included herein, and

THEREFORE BE IT RESOLVED to accept the quote of \$131,772.70 by North Country GM for a 2024 GMC 1500 Double Cab 4x4, 2024 GMC 3500 Crew Cab 4x4, and a 2024 GMC 3500 Double Cab 4x4 pickup.

Action #16 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #16 – 8/1/23

Crack Sealing Services

WHEREAS a quote of \$16,632 was received from Fahrner Asphalt Sealers LLC for polymastic crack filling services for CSAH 21 from CSAH 20 to Pine County Line, and

WHEREAS said crack filling will improve roughness caused by deep, cupping cracks in the driving surface due to the age of the asphalt, and

WHEREAS said quote is based on estimated quantities, and

THEREFORE BE IT RESOLVED to accept the quote of \$16,632 by Fahrner Asphalt Sealers LLC for polymastic crack filling service on CSAH 21.

Public Works Director Chad Gramentz led a discussion regarding courthouse parking and the possibility of purchasing the old high school student parking lot. Chad will gather more information and bring it back to the board. Information only, no action was taken.

County Coordinator Kris McNally presented a resolution to approve a memorandum of agreement with Local 107.

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

Resolution #17 - 8/1/22
Memorandum of Agreement with Local 107

WHEREAS, the Employer and the Local 107 are parties to a Labor Agreement for 2022-2024 negotiated pursuant to the Public Employment Labor Relations Act of Minnesota; and

WHEREAS, the Employer and the Local 107 wish to implement additional temporary terms effective March 1, 2023 stemming from mandatory changes in shift duration to ensure adequate essential public safety coverage related to lack of trained personnel; and

WHEREAS the Local 107 has indicated acceptance by signature of the Union Business Agent and Stewards on the corresponding Memorandum of Agreement;

THEREFORE BE IT RESOLVED that the Kanabec County Board of Commissioners hereby approves the Memorandum of Agreement between Kanabec County and the Law Enforcement Labor Services, Inc., Local 107;

BE IT FURTHER RESOLVED the Board Chair is authorized to sign said Memorandum of Agreement.

Future Agenda Items: Courthouse parking, property tax at point of sale, unit numbers for shared driveways, Next Generation 911, Cannabis Committee

Action #18 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to adjourn the meeting at 10:48am and to meet again for a budget work session on Tuesday, August 8, 2023 at 8:00am.

The Kanabec County Board of Commissioners met for a Budget Work Session on Tuesday, August 8, 2023 at 8:00am pursuant to adjournment with the following Board Members present: Rick Mattson, Tom Roeschlein, Wendy Caswell, Alison Holland, and Peter Ripka.

Action #19 – The Chairperson adjourned the meeting. The Board will meet again in regular session on Tuesday, August 15, 2023 at 9:00am.

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

Attest: _____
Board Clerk

CORRECTED

Agenda Item #2

PROCEEDINGS OF THE COUNTY BOARD

State of Minnesota
County of Kanabec
Office of the County Coordinator

UNAPPROVED MINUTES

August 15, 2023

The Kanabec County Board of Commissioners met at 9:00am on Tuesday, August 15, 2023 pursuant to adjournment with the following Board Members present: Tom Roeschlein, Rick Mattson, Wendy Caswell, Alison Holland and Peter Ripka. Others Present: Board Clerk Kris McNally, County Attorney Barbara McFadden (via WebEx) 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 9:00am and led the assembly in the Pledge of Allegiance.

Action #1 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to approve the agenda as presented.

Action #2 – It was moved by Peter Ripka, seconded by Alison Holland and carried unanimously to approve the August 1, 2023 minutes as presented.

9:02am – The Chairperson called for public comment three times. There were no responses.

9:03am – The Chairperson closed public comment.

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

| <u>Vendor</u> | <u>Amount</u> |
|-----------------------------|---------------|
| Card Services (Coborn's) | 827.80 |
| Carney Forensics | 5,000.00 |
| Chamberlain Oil | 1,687.36 |
| City of Mora | 23,833.88 |
| Consolidated Communications | 1,126.25 |
| East Central Energy | 85.72 |
| East Central Energy | 174.53 |

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|---------------------------------|---------------------|
| Engebretsen, Josh | 500.00 |
| Johnson, Phyllis | 105.00 |
| Kanabec County Auditor HRA | 6,000.00 |
| Kwik Trip Inc | 14,552.37 |
| Midcontinent Communications | 446.61 |
| Minnesota Department of Finance | 5,810.00 |
| Quadient Finance USA, Inc. | 2,000.00 |
| Quadient Finance USA, Inc. | 2,500.00 |
| Quality Disposal | 795.31 |
| Sanborn, Mason | 500.00 |
| Spire Credit Union | 11,856.72 |
| Verizon Wireless Cell Phones | 3,100.60 |
| 19 Claims Totaling: | \$ 80,902.15 |

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

| Vendor | Amount |
|---------------------------------------|---------------|
| 4Imprint | 702.64 |
| A and E Cleaning Services | 630.00 |
| Ace Hardware | 15.58 |
| Ace Hardware | 219.89 |
| Ace Hardware | 30.17 |
| Ace Hardware | 31.77 |
| Ace Hardware | 6.49 |
| Adam's Pest Control, Inc. | 250.00 |
| Advanced Correctional Healthcare | 19,890.93 |
| American DataBank | 215.85 |
| Anne M. Carlson Law Office, PLLC | 130.00 |
| Aspen Mills | 819.13 |
| AT&T Mobility | 1,547.54 |
| Autism Advocacy & Law Center, LLC | 1,350.00 |
| Auto Value | 8.99 |
| Auto Value | 187.93 |
| Baycom | 957.00 |
| Baycom | 288.00 |
| Coon, Susan | 50.00 |
| Curtis, Michael | 415.93 |
| Daniels Health | 297.58 |
| DS Solutions | 500.00 |
| East Central Regional Juvenile Center | 4,487.00 |
| East Central Solid Waste Commission | 50.00 |
| EATI | 1,104.94 |

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|---|----------|
| EATI | 827.06 |
| E-Kit Supply | 990.00 |
| FBG Service Corporation | 4,829.00 |
| FBG Service Corporation | 2,543.00 |
| FBG Service Corporation | 672.00 |
| Federle Law | 110.00 |
| Glen's Tire | 527.77 |
| Glen's Tire | 768.08 |
| Government Forms & Supplies | 684.81 |
| Grand Rental Station | 114.45 |
| Granite City Jobbing Co | 948.49 |
| Gratitude Farms | 500.00 |
| Griffin, Zach | 681.49 |
| Handyman's Inc | 659.92 |
| Hartshorn, Jim | 90.39 |
| Hoefert, Robert | 1,243.19 |
| IAEMD | 55.00 |
| Industrial Health Services Network Inc | 249.00 |
| Johnsons Hardware | 229.75 |
| Kanabec County Soil & Water | 5,000.00 |
| Kanabec Publications | 319.32 |
| Kanabec Publications | 248.45 |
| Kastenbauer, Paul | 120.00 |
| KnowBe4 Inc. | 2,089.89 |
| Kroschel Land Surveyors, Inc. | 1,300.00 |
| Law Enforcement Seminars LLC | 425.00 |
| Marco | 3,267.40 |
| Marco | 159.00 |
| MCCC, Mi33 | 394.75 |
| McIalwain, Shanna | 120.00 |
| Methven Funeral and Cremation Services | 400.00 |
| Metropolitan Mechanical Contractors, Inc. | 1,261.98 |
| Michael Keller, Ph.D., L.P. | 650.00 |
| Michael Keller, Ph.D., L.P. | 650.00 |
| Michael Keller, Ph.D., L.P. | 650.00 |
| Minnesota Monitoring, Inc. | 412.50 |
| Minnesota Monitoring, Inc. | 248.00 |
| Minnesota Monitoring, Inc. | 70.00 |
| Motorola Solutions | 345.00 |
| Motorola Solutions | 5,790.40 |
| Novus Glass | 80.00 |
| Office Depot | 53.50 |
| O'Reilly Auto Parts | 47.98 |

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|---|-----------|
| Primadata | 4,500.00 |
| Priority Dispatch Corporation | 5,341.11 |
| Ramsey County | 4,945.00 |
| Ramsey County | 1,712.00 |
| RELX Inc. DBA LexisNexis | 231.75 |
| Rhonda J. Magnussen LLC | 150.00 |
| RS EDEN | 23.10 |
| SHAH Software, Inc. | 29,840.00 |
| Squires, Waldspurger & Mace, P.A. | 1,500.00 |
| St Cloud Stamp | 46.61 |
| State of Minnesota - BCA | 50.00 |
| State of Minnesota - Department of Transportation | 300.00 |
| Stellar Services | 165.67 |
| Stellar Services | 82.73 |
| Streicher's | 1,807.99 |
| Streicher's | 118.50 |
| Summit Companies | 695.00 |
| Summit Food Service Management | 3,990.49 |
| Summit Food Service Management | 4,092.10 |
| SWIFT | 70.39 |
| Thomsen, Brandon | 129.50 |
| Tinker & Larson Inc | 1,499.74 |
| U.S. Imaging, Inc. | 3,057.64 |
| Van Alst, Lillian | 953.03 |
| VC3 | 5,600.00 |
| Welia Health | 48.00 |
| WEX | 423.50 |
| Widseth Smith Nolting & Assoc., Inc. | 450.00 |
| Wilder, Daniel | 194.99 |
| Young, Kathy | 224.01 |

98 Claims Totaling: \$ 147,256.78

Action #5 – It was moved by Wendy Caswell, seconded by Alison Holland and carried unanimously to approve the following claims on the Road & Bridge Fund:

| <u>Vendor</u> | <u>Amount</u> |
|-------------------------|----------------------|
| A & E Cleaning Services | 1,260.00 |
| Ace | 38.13 |
| Aramark | 446.36 |
| Auto Value | 2,149.31 |
| Bjorklund Companies LLC | 4,926.40 |
| Capitalone Trade Credit | 39.99 |

| | |
|-----------------------------|--------------------------|
| Glens Tire | 148.00 |
| Gopher State One-Call | 20.25 |
| Grainger | 156.00 |
| Houston Engineering | 7,070.84 |
| Jacon LLC | 135,464.72 |
| JD Heating and Air LLC | 610.00 |
| Kanabec County Highway Dept | 206.09 |
| Knife River Corporation | 68.15 |
| Kwik Trip | 88.18 |
| Little Falls Machine | 3,908.74 |
| Marco | 352.17 |
| MN Dept of Public Safety | 25.00 |
| Mora Chev | 1,142.19 |
| Novus Glass | 505.00 |
| Nuss Truck | 156.76 |
| Power Plan | 137.10 |
| Quality Disposal Systems | 208.24 |
| Summit | 695.00 |
| Towmaster | 2,647.64 |
| USIC Locating | 145.00 |
| Vault Health | 122.32 |
| Warning Lites | 4,340.70 |
| Wiacom | 675.30 |
| Widseth | 19,131.91 |
| Yotter, Tom | 596.00 |
| Ziegler | 129.68 |
| 32 Claims Totaling: | <u>187,611.17</u> |

Action #6 – It was moved by Tom Roeschlein, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #6 – 8/15/23

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

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

BE IT RESOLVED to approve the Application to Conduct Off-Site Gambling for

MAYRA for a raffle event to be held at Spring Brook Golf Course 2276 200th Ave, Mora, MN 55051 on September 16, 2023.

Action #7 – It was moved by Alison Holland, seconded by Peter Ripka and carried unanimously to approve the following resolution:

Resolution #7 – 8/15/23

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

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

BE IT RESOLVED to approve the Application for Exempt Permit for Vasaloppet USA for a raffle event to be held at Sapsucker Farms 2752 215th Ave, Mora, MN 55051 on October 18, 2023.

Action #8 – It was moved by Tom Roeschlein, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #8 – 8/15/23

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

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

BE IT RESOLVED to approve the Application for Exempt Permit for Kanabec County Pheasants Forever for a raffle event to be held at Pheasant Ridge Shooting Preserve 1547 Imperial St, Ogilvie, MN 56358 on October 7, 2023.

Action #9 – It was moved by Peter Ripka, seconded by Wendy Caswell and carried unanimously to recess the meeting at 9:13am to a time immediately following the Family Services Board.

The Kanabec County Family Services Board met at 9:13am on Tuesday, August 15, 2023 pursuant to adjournment with the following Board Members present: Tom Roeschlein, Rick Mattson, Wendy Caswell, Alison Holland and Peter Ripka. Family Services Director Chuck Hurd presented the Family Services Board Agenda.

Action #FS10 – It was moved by Tom Roeschlein, seconded by Alison Holland and carried unanimously to approve the Family Services Board Agenda as presented.

Fiscal Supervisor Jessica Gravich met with the Board to present a chart of cost effective medical mileage, health insurance & Medicare Part B reimbursements.

Action #FS11 – It was moved by Alison Holland, seconded by Wendy Caswell and carried unanimously to approve the following resolution:

Resolution #FS11 – 8/15/23

Medical Assistance Reimbursement Resolution

WHEREAS, Kanabec County Family Services is by Medical Assistance rules required to reimburse clients for Cost-effective Health Insurance, Medicare Part B reimbursements and MA Medical Mileage, and are reimbursed by the State of Minnesota for these payments, and

WHEREAS, in order to make more timely payments to clients and to meet the 35 day processing requirement, as well as to have the ability to bill the State of Minnesota in a more efficient manner the agency is requesting to pay said claims upon approval by the Fiscal and Eligibility units, rather than waiting to be approved by the Board, and

WHEREAS, these payments have been reported to the Board on the abstract and would continue to be noted there, and

THEREFORE BE IT RESOLVED the Kanabec County Family Services Board approves the Family Services agency changing the process for Cost-effective Health Insurance, Medicare Part B and MA Medical Mileage payment processing to allow the payments be made after approval by the Fiscal and Eligibility units and continue to be reported on the agency's monthly abstract.

Family Services Director Chuck Hurd gave the Director's report.

Action #FS12 – It was moved by Peter Ripka, seconded by Alison Holland and carried unanimously to approve the payment of 130 claims totaling \$226,644.42 on Family Services Funds.

Action #FS13 – It was moved by Alison Holland, seconded by Tom Roeschlein and carried unanimously to adjourn Family Services Board at 9:28am and to meet again on Tuesday, September 19, 2023 at 9:20am.

The Board of Commissioners reconvened.

Veteran Services Officer Erica Bliss met with the Board to discuss matters concerning her department.

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

Resolution #14 – 8/15/23

WHEREAS the County Veterans Service Office recommends we apply for the MDVA FY24 Operational Enhancement Grant; and

WHEREAS, this is an annual grant offered to counties; and

WHEREAS MDVA FY24 Operational Enhancement Grant money must be used to provide outreach to the county's veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county veterans service office as specified in *Minnesota Statutes 197.608 and Minnesota Laws 2021, 1st Special Session, Chapter 12, Article 1, Section 37, Subdivision 2.*;

THEREFORE BE IT RESOLVED the Kanabec County Board approves the application of the Veterans Operational Grant for FY24;

BE IT FURTHER RESOLVED that Kanabec County Veterans Service Officer Erica Bliss is authorized to sign the grant agreement on behalf of the County Board.

EDA Director Jim Hartshorn met with the Board to give a department update.

Kent Wilkening, Steven Tait and Mark Lallak from Emergency Communication Networks, Minnesota Department of Public Safety met with the Board to give a presentation regarding Next Generation 911. Information only, no action was taken.

PSAP Administrator/Emergency Management Director Kelly Schmitt met with the Board to give an update regarding the Hazard Mitigation Plan. Information only, no action was taken.

EDA Director Jim Hartshorn continued his department update. Information only, no action was taken.

10:32am – The Board took a five-minute break.

10:37am – The Board reconvened.

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

Action #15 – It was moved by Peter Ripka, seconded by Wendy Caswell and carried unanimously to allow the Auditor/Treasurer to update the election computer for the 2024 election cycle in order to be compatible with the state system due to legislative changes with

funds from the Election Equipment Fund.

Future Agenda Items: South Country Health Alliance update, Local Housing Affordability Aid, and Update Drug & Alcohol Policy

Action #16 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to close the meeting at 10:47am 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 and Public Works Director Chad Gramentz.

Action #17 – It was moved by Tom Roeschlein, seconded by Peter Ripka and carried unanimously to return to open session at 12:10pm.

No other matters were presented to the Board.

Action #18 – The Chairperson adjourned the meeting at 12:11pm. The Kanabec County Board of Commissioners will meet again for a Budget Work Session on Tuesday, August 22, 2023 at 8:00am.

The Kanabec County Board of Commissioners met for a Budget Work Session on Tuesday, August 22, 2023 at 8:00am pursuant to adjournment with the following Board Members present: Rick Mattson, Tom Roeschlein, Wendy Caswell, Alison Holland, and Peter Ripka.

Action #19 – The Chairperson adjourned the meeting at 2:32. The Board will meet again in regular session on Tuesday, September 5, 2023 at 9:00am.

Signed

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

Attest:

Board Clerk

Agenda Item #3

Paid Bills

| <u>Vendor</u> | <u>Amount</u> | <u>Purpose</u> | <u>Dept</u> |
|---|---------------------|---|----------------------|
| Kanabec County Auditor-Treasurer | 12,201.14 | Vehicle Leases & Maintenance | Various |
| Kanabec County AT ACH_VISA | 1,012.36 | See Below | |
| Office of MN.IT Services | 1,338.65 | WAN | IS |
| East Central Energy | 1,359.84 | Intersection Lighting | Highway |
| Himile, Merlin | 500.00 | Driveway Permit Refund | Highway |
| Minnesota Energy Resources Corp | 67.26 | Natural Gas for Garage | Highway |
| Card Services (Coborn's) | 92.07 | Wellness Supplies | Employee Wellness |
| Marco Inc | 434.59 | Printer Contract and Colored Print Fees | Transit |
| Minnesota Energy Resources Corp | 6,703.56 | Gas Utilities | Various |
| Chamberlain Oil | 546.54 | Shop Supplies | Highway |
| Dwyer, Donn | 500.00 | Driveway Permit Refund | Highway |
| City of Mora | 289.06 | Utilities | Transit |
| Quadient Finance USA Inc | 2,000.00 | PSB Postage | Unallocated |
| Terhaar, Cheryl | 169.50 | Reimburse Hotel Stay | Victim Services |
| VC3, Inc. | 6,540.00 | Monthly Services & Labor | IS/ARPA |
| Verizon Wireless Aircards | 1,415.38 | Monthly County Aircards | Various |
| City of Mora | 1,121.69 | Water Tower Antenna, Hwy Bldg, Metered Lights | Highway |
| East Central Energy | 85.09 | Intersection Lighting | Highway |
| Dearborn National Life Insurance Co | 569.58 | 9.23 Short Term Disability Insurance Premiums | Employee Benefits |
| Health Partners | 7,070.07 | 9.23 Dental Insurance Premiums | Employee Benefits |
| Life Insurance Company of North America | 621.56 | 9.23 Accident, Group Hosp, Critical Illness Ins Premium | Employee Benefits |
| The Hartford Priority Accounts | 6,771.27 | 9.23 Life & Long Term Disability Ins Premiums | Employee Benefits |
| VSP Insurance Co | 580.66 | 9.23 Vision Insurance Premiums | Employee Benefits |
| 23 Claims Totaling: | \$ 51,989.87 | | |
| Kanabec County AT ACH_VISA | 122.16 | Amazon - Extended Acorn Nut Kit - Courthouse | Building Maintenance |
| | 213.20 | Amazon - Vacuum Breaker - Courthouse | Building Maintenance |

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|---------------------------|-----------|---|----------------------|
| | 172.99 | Amazon - Floor Coating Topcoat - PSB | Building Maintenance |
| | 214.12 | Amazon - Floor Coating - PSB | Building Maintenance |
| | 34.99 | Amazon - Spray Foam Gun - PSB | Building Maintenance |
| | (172.99) | Amazon - Return Floor Coating Topcoat - PSB | Building Maintenance |
| | 48.50 | Amazon - Rubber O-Rings - PSB | Building Maintenance |
| | 60.78 | Amazon - Garage Door Safety Sensors - Transit | Building Maintenance |
| | 318.61 | LOWLaundry.com - Lint Screen - Jail | Building Maintenance |
| 9 Claims Totaling: | \$ | <u>1,012.36</u> | |

Agenda Item #4

Regular Bills - Revenue Fund

Bills to be approved: 9/5/23

| Department Name | Vendor | Amount | Purpose |
|-----------------------|-----------------------------|-----------------|---|
| ASSESSOR | Ace Hardware | 32.17 | Bug Spray (2), Batteries |
| ASSESSOR | Bowland, Jacob | 137.55 | Mileage and Meals to Training in St. Cloud 8/7 - 8/10 |
| ASSESSOR | Glen's Tire | 547.44 | Jeep Tires & Alignment |
| ASSESSOR | Koenings, Katie | 186.29 | Mileage and Meals to Duluth MAAP Summer Seminar 8/16-8/18 |
| ASSESSOR | Marotte, Amber | 214.99 | Mileage & Meals to MAPP Conference in Duluth 8/16 - 8/17 |
| ASSESSOR | MNCCC Lockbox | 90.00 | 2023 Annual Conference June 5-8, 2023 |
| ASSESSOR | Ruud, Sandy | 184.00 | Mileage & Meals for Procedures Class in St Cloud 8/7 - 8/10 |
| ASSESSOR | Ruud, Sandy | 220.74 | Hotel Expense for Basic Appraisal Class in St Cloud 8/8 - 8/10 |
| | | 1,613.18 | |
| AUDITOR | Imaging Spectrum, Inc. | 69.06 | Passport Photo Folder/Shipping |
| AUDITOR | MACATFO | 50.00 | MACATFO Conf in Brainerd 9/21-22 TJ |
| AUDITOR | ODP Business Solutions | 241.55 | Office Supplies |
| AUDITOR | ODP Business Solutions | 14.99 | Passport Supplies |
| | | 375.60 | |
| BUILDINGS MAINTENANCE | Ace Hardware | 234.02 | Contractors Solvent, Blades, Goo Off, Batteries, Picture Hanging Kit, Power Ground, Valv, Silicone, Toilet Seal, Wax Rings, Extreme Weather Cord, Paint Brushes - PSB |
| BUILDINGS MAINTENANCE | Auto Value | 77.97 | Belt & Pry Bar Set - PSB |
| BUILDINGS MAINTENANCE | Electric Motor Service, Inc | 611.45 | Repair Baldor Motors (2) - Jail |
| BUILDINGS MAINTENANCE | Handyman's Inc | 423.27 | Filters - Courthouse |
| BUILDINGS MAINTENANCE | Handyman's Inc | 1,005.19 | Filters - Jail |

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| BUILDINGS MAINTENANCE | Mattson Electric | 120.00 | Check Chiller Fans - Jail |
| BUILDINGS MAINTENANCE | Menards | 50.61 | Plumbing Supplies - Courthouse |
| BUILDINGS MAINTENANCE | Metropolitan Mechanical Contractors, Inc. | 3,942.00 | Coil Cleaning & Service Call for Chiller - Jail |
| BUILDINGS MAINTENANCE | Oslin Lumber | 242.61 | Caulk for Windows (27) - PSB |
| BUILDINGS MAINTENANCE | RJ Mechanical | 465.64 | Repaired Leak on Chilled Water Piping Drain - Courthouse |
| BUILDINGS MAINTENANCE | Summit Companies | 306.50 | Annual Fire Extinguisher Inspection 8/23 (8) - PSB |
| BUILDINGS MAINTENANCE | Summit Companies | 2,736.50 | Annual Fire Extinguisher Inspection 8/23 (29) - Courthouse |
| BUILDINGS MAINTENANCE | Summit Companies | 299.50 | Annual Fire Extinguisher Inspection 8/23 (22) - Jail |
| BUILDINGS MAINTENANCE | Summit Companies | 543.00 | Semi-Annual Inspection 5/31 - Jail |
| BUILDINGS MAINTENANCE | Ziegler Inc. | 6,616.98 | Scheduled Preventative Maintenance Services 8/1/23-7/31/24 |
| | | 17,675.24 | |
| COUNTY ATTORNEY | Law Office of Richard Hodsdon | 2,820.00 | Road and Land Use Issue 3/16 - 6/29 |
| COUNTY ATTORNEY | MCAA | 500.00 | MCAA 2023 Trial Advocacy Course - JS & JB |
| COUNTY ATTORNEY | ODP Business Solutions | 106.94 | Marker, Envelopes, Back Rest for Desk Chair, Fasteners |
| COUNTY ATTORNEY | RELX Inc. DBA LexisNexis | 220.00 | LexisNexis July 2023 charges |
| | | 3,646.94 | |
| COUNTY COORDINATOR | Marco, Inc | 477.00 | Quarterly Printer Lease |
| COUNTY COORDINATOR | ODP Business Solutions | 99.25 | Expanding Pocket Folders (25), Report Covers (50) |
| | | 576.25 | |
| COUNTY EXTENSION | Journey, Ann Marie | 300.00 | Soil Health Presentation and Site Evaluations at Fall for All Event 9/9/23 |
| | | 300.00 | |
| COUNTY RECORDER | Bohnsack Law Office | 90.25 | Reimburse Landshark Money, Requested Refund and Closed Account |
| | | 90.25 | |
| COUNTY SURVEYOR | Hancock Surveying | 200.00 | NE Corner S3_T42_R23 5/29/23 |
| | | 200.00 | |

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| COURT ADMINISTRATOR | Anne M. Carlson Law Office, PLLC | <u>440.00</u> | Court Appt Attorney Fees |
| | | 440.00 | |
| ELECTIONS | MACATFO | 50.00 | MACATFO Conf in Brainerd 9/21-22 DS |
| ELECTIONS | ODP Business Solutions | 33.98 | Election Supplies |
| ELECTIONS | VC3 | <u>2,362.50</u> | Security Appliance Labor |
| | | 2,446.48 | |
| ENVIRONMENTAL SERVICES | Kanabec County Highway Department | 167.65 | Fuel & Postage, July 2023 |
| ENVIRONMENTAL SERVICES | Quill | 165.13 | Address Labels, Post-its, 2 Yearly Planners |
| ENVIRONMENTAL SERVICES | Quill | <u>43.77</u> | Money Receipt Books |
| | | 376.55 | |
| FORFEIT TAX SALE | Scotts Lawn & Landscapes | 235.00 | 22.06720.00 Lawn Mowing & Brush Clearing 6/15/23 |
| FORFEIT TAX SALE | Scotts Lawn & Landscapes | 55.00 | 22.06720.00 Lawn Mowing 6/20/23 |
| FORFEIT TAX SALE | Scotts Lawn & Landscapes | 55.00 | 22.06720.00 Lawn Mowing 6/27/23 |
| FORFEIT TAX SALE | Scotts Lawn & Landscapes | 55.00 | 23.00350.00 Lawn Mowing 6/1/23 |
| FORFEIT TAX SALE | Scotts Lawn & Landscapes | 55.00 | 23.00350.00 Lawn Mowing 6/13/23 |
| FORFEIT TAX SALE | Scotts Lawn & Landscapes | <u>55.00</u> | 23.00350.00 Lawn Mowing 6/27/23 |
| | | 510.00 | |
| HUMAN RESOURCES | MRA | 185.00 | Job Evaluations - July 2023 |
| HUMAN RESOURCES | PD's Embroidery | 45.00 | Employee Recognition Jacket - TW |
| HUMAN RESOURCES | Ratwik, Roszak & Maloney, PA | 574.00 | Professional Fees - July 2023 |
| HUMAN RESOURCES | SwipeClock LLC | <u>332.00</u> | Monthly Billing 9/20/23 - 10/20/23 |
| | | 1,136.00 | |
| INFORMATION SYSTEMS | IT SAVVY LLC | 38.00 | RAM |
| INFORMATION SYSTEMS | VC3 | <u>4,800.00</u> | HPE CarePack 1 YR |
| | | 4,838.00 | |

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|-------------------------|-----------------------------------|------------------|--|
| PUBLIC TRANSPORTATION | Ace Hardware | 37.99 | Bus Cleaning Supplies |
| PUBLIC TRANSPORTATION | Auto Value | 245.93 | Bus Parts |
| PUBLIC TRANSPORTATION | Curtis, Michael | 729.12 | Volunteer Mileage 8/7 - 8/27 |
| PUBLIC TRANSPORTATION | Hoefert, Robert | 1,858.89 | Volunteer Mileage 8/7 - 8/27 |
| PUBLIC TRANSPORTATION | Kanabec County Highway Department | 346.88 | Bus Repairs |
| PUBLIC TRANSPORTATION | Kanabec Publications | 576.52 | Advertising |
| PUBLIC TRANSPORTATION | NJC Promos | 350.00 | Advertising Expense |
| PUBLIC TRANSPORTATION | Premium Waters, Inc. | 45.10 | Bottled Water Supplies |
| PUBLIC TRANSPORTATION | Van Alst, Lillian | 1,637.61 | Volunteer Mileage 8/7 - 8/27 |
| | | 5,828.04 | |
| SHERIFF | Aspen Mills | 1,111.57 | Body Armor Vest - DS |
| SHERIFF | Aspen Mills | 190.27 | Pants - DV |
| SHERIFF | Crider, Grant | 219.00 | Reimbursement for Boots |
| SHERIFF | EATI | 3,076.17 | Lights, Sirens, Light Mounts, Adjustable Gunlock Timer for Squad |
| SHERIFF | EATI | 5,963.40 | Inboards with Adjustable Feet, Universal Control Point for Squad |
| SHERIFF | EATI | 3,613.78 | Console Kit, Top Place, Leg Kit, Power Adapters, Printer Holder, Computer Mount, Locking Slide Arm for Squad |
| SHERIFF | Hohn's Auto Body & Glass | 12,948.95 | Final Invoice for Squad #215 |
| SHERIFF | Hohn's Auto Body & Glass | 4,021.85 | Final Invoice for Squad #222 |
| SHERIFF | Hohn's Auto Body & Glass | 1,129.00 | Invoice for Squad #175 |
| SHERIFF | Horizon Towing | 214.75 | Towing Services - Toyota Camry |
| SHERIFF | Northland Business Systems | 5,278.79 | Winscribe Contract 10/21/23 - 10/20/24 |
| SHERIFF | ODP Business Solutions | 148.31 | Kleenex, 9v Batteries, Cards 300pk |
| SHERIFF | O'Reilly Auto Parts | 7.99 | Capsule for Squad #202 |
| SHERIFF | State of Minnesota - BCA | 25.00 | POR and Investigations - ZG |
| SHERIFF | Talos Dynamics | 1,642.85 | Vest - AG |
| SHERIFF | Thomsen, Brandon | 50.00 | Reimbursement for Gas |
| | | 39,641.68 | |
| SHERIFF - 911 EMERGENCY | Laacke & Joys Company LLC | 1,919.00 | Chair - Chair Headrest |

| | | | |
|------------------------------------|--------------------------------|-------------------|--|
| SHERIFF - 911 EMERGENCY | Schmitt, Kelly | <u>417.20</u> | Mileage & Meals for AREMA Conference in International Falls |
| | | 2,336.20 | |
| SHERIFF - JAIL/DISPATCH | Accurate Controls Inc | 164.00 | Technical Support Call |
| SHERIFF - JAIL/DISPATCH | Adam's Pest Control, Inc. | 250.00 | Prevention Plus |
| SHERIFF - JAIL/DISPATCH | Aspen Mills | 302.78 | Initial Issue Uniform - CB |
| SHERIFF - JAIL/DISPATCH | Granite City Jobbing Co | 268.56 | Trash Bags, 4 Cases |
| SHERIFF - JAIL/DISPATCH | Granite Electronics | 365.00 | Remote Speak Microphones for Two Way Radios (3) |
| SHERIFF - JAIL/DISPATCH | Granite Electronics | 362.00 | Remote Speaker Microphones (3) |
| SHERIFF - JAIL/DISPATCH | Reliance Telephone | 500.00 | \$10 Phone Cards (50) |
| SHERIFF - JAIL/DISPATCH | Stellar Services | 114.99 | Canteen 8/21/23 |
| SHERIFF - JAIL/DISPATCH | Stellar Services | 356.65 | Canteen 8/14/23 |
| SHERIFF - JAIL/DISPATCH | Stellar Services | 114.64 | Canteen 8/7/23 |
| SHERIFF - JAIL/DISPATCH | Summit Food Service Management | 4,069.64 | Inmate Meals 8/19/23 - 8/25/23 |
| SHERIFF - JAIL/DISPATCH | Summit Food Service Management | 4,194.05 | Inmate Meals 8/12/23 - 8/18/23 |
| SHERIFF - JAIL/DISPATCH | Summit Food Service Management | <u>3,999.04</u> | Inmate Meals 8/5/23 - 8/11/23 |
| | | 15,061.35 | |
| SNAKE RIVER WATER MANAGEMENT BOARD | Aitkin County Administrator | 10,079.00 | Aitkin County 2023 Allocation per SNWMB Resolution 8/28/23 |
| SNAKE RIVER WATER MANAGEMENT BOARD | Kanabec SWCD | <u>6,098.30</u> | Island View Dr., Fish Lake - Erosion Project |
| | | 16,177.30 | |
| STATE FISCAL RECOVERY ARP | East Central Energy | 86,000.00 | ECE Broadband Border to Border Grant Match per Resolution #11 - 7/5/22 |
| STATE FISCAL RECOVERY ARP | Granite Electronics | 50,000.00 | Signal Booster Project with Mora Schools per Resolution #14 - 12/6/22 |
| STATE FISCAL RECOVERY ARP | Mattson Electric | 10,633.65 | Generator & Labor to Install - PSB |
| STATE FISCAL RECOVERY ARP | MRA | <u>2,081.25</u> | Compensation Study - July 2023 |
| | | 148,714.90 | |
| TAX & PENALTY | Herschberger, Ervin & Anna | 401.00 | 2023 Abatement Refund 04.01480.00 |
| TAX & PENALTY | Prihoda, Christopher | 323.00 | 2023 Abatement Refund 15.01870.10 |

| | | | |
|-----------------------------|-------------------------------|------------------------------------|---|
| | | <u>724.00</u> | |
| UNALLOCATED | Clifton Larson Allen LLP | 17,705.10 | FY2022 Audit Services |
| UNALLOCATED | Government Management Group | 3,750.00 | 2022 CAP Report |
| UNALLOCATED | Granite City Jobbing Co | <u>1,149.20</u> | Copy Paper, 20 Cases |
| | | 22,604.30 | |
| VETERAN SERVICES | American Legion Post #201 | 115.46 | KC Veteran Memorial Flags - Remainder of FY23 Arts & Cultural Heritage Fund Veterans Memorial Grant |
| VETERAN SERVICES | Grand View Lodge | 751.53 | MACVSO Fall Conference 9/10-9/12/23 - FY24 CVSO Enhancement Grant |
| VETERAN SERVICES | Lilyerd, Tom | 7,784.54 | Custom Flag Poles & Equipment Rental, Veteran Memorial - FY23 Arts & Cultural Heritage Fund Veterans Memorail |
| VETERAN SERVICES | MNCVSO Assistants Association | <u>197.00</u> | MNCVSO Conference 10/2-10/4 - FY24 Grant |
| | | 8,848.53 | |
| VICTIM SERVICES | Coborn's Grocery Store | 105.00 | Gift Cards |
| VICTIM SERVICES | Holiday Station Store | 105.00 | Gift Cards |
| VICTIM SERVICES | MN Alliance on Crime | <u>160.00</u> | MAC Yearly Membership |
| | | 370.00 | |
| 113 Claims Totaling: | | <u><u>\$ 294,530.79</u></u> | |

Agenda Item #5
Regular Bills - Road & Bridge
Bills to be approved: 9/5/23

| Vendor | Amount | Purpose |
|------------------------------|---------------|-------------------------|
| Ace | 227.64 | Shop supplies |
| A&M Aggregate | 753.17 | Gravel |
| Auto Value | 2,927.42 | Repair parts |
| Bjorklund Companies | 331.00 | Gravel crushing |
| CPF | 809.40 | Training center use fee |
| Contech Engineered Solutions | 49,267.90 | Culvert order |
| DeJong, George | 31.06 | Uniform allowance |
| Federated Co-op | 58.75 | Shop supplies |
| IT Savvy LLC | 876.18 | Computer |
| Kanabec County Highway Dept | 124.90 | Petty cash, postage |
| Knife River Corp | 249.87 | Gravel |
| Northern Safety | 124.93 | Shop supplies |
| Nuss Truck | 156.76 | Repair parts |
| ODP Business Solutions | 243.64 | Office supplies |
| Olson Power | 1,149.45 | Repair parts |
| Sanitary Systems | 170.00 | Restroom rental |
| Scott's Lawn & Landscapes | 1,079.03 | Lawn care |
| USIC Locating | 250.00 | Locates |
| Widseth Smith Nolting | 8,588.62 | Engineering |
| Ziegler | 384.99 | Repair parts |

20 Claims Totaling: \$ 67,804.71

Agenda Item #6

September 5, 2023

REQUEST FOR BOARD ACTION

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

f. Board action requested:

Resolution #__ – 9/5/23 SCORE CLAIMS

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

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

WHEREAS SCORE Funds appear adequate for the purpose;

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

| | |
|------------------|------------|
| Waste Management | \$783.17 |
| Quality Disposal | \$5,291.80 |
| Arthur Township | \$500.00 |
| Total | \$6,574.97 |

g. Background:

| Provider | Billed | Paid Amount |
|--------------------------------------|------------|-------------|
| QUALITY DISPOSAL (July) | \$4,791.80 | \$4,791.80 |
| WASTE MANAGEMENT (July) | \$783.17 | \$783.17 |
| Sub-Total | \$6,125.02 | \$5,574.97 |
| Recycling Center Incentive Payments: | | |
| Quality Disposal (July) | \$500.00 | \$500.00 |
| Arthur Township (July) | \$500.00 | \$500.00 |
| TOTAL PAYMENTS = | | \$6,574.97 |

Date received in County Coordinators Office: Various dates in August

January 1, 2023 SCORE Fund balance = \$111,602.85

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

Expenditure: 01-391-392-0000-6211 = \$40,204.82

Current SCORE Funds balance is = \$71,398.03

Agenda Item #7

September 5, 2023

REQUEST FOR BOARD ACTION

| | |
|---|---|
| a. Subject: Local Affordable Housing Aid | b. Origination: State of MN |
| c. Estimated time: 10 minutes | d. Presenter(s): Kris McNally, Coordinator |

e. Board action requested:

Discuss Local Affordable Housing Aid

f. Background:

Funds distributed under this aid program must be spent on a qualifying project.

Funds will be considered spent if:

- A county or eligible demonstrates to the Minnesota Housing Finance Agency that the city or county cannot expend funds on a qualifying project by the deadline below due to factors outside the control of the city or county
- The funds are transferred to a local housing trust fund

If funds are transferred to a local housing trust fund, they must be spent on a project or household that meets the affordability requirements described below.

Deadline: Funds must be spent by December 31 of the fourth year after the aid was received.

Qualifying projects include:

- Emergency rental assistance for households earning less than 80 percent of area median income as determined by the United States Department of Housing and Urban Development
- Financial support to nonprofit affordable housing providers in their mission to provide safe, dignified, affordable and supportive housing; and
- Projects designed for the purpose of construction, acquisition, rehabilitation, demolition or removal of structures, construction financing, permanent financing, interest rate reduction, refinancing, and gap financing of housing to provide affordable housing to households that have incomes which do not exceed:
 - For homeownership projects, 115% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development
 - For rental housing projects, 80% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development
- Housing developed or rehabilitated with funds under this section must be

affordable to the local work force

Projects are prioritized that provide affordable housing to households that have incomes that:

- For homeownership projects, do not exceed 80 percent of the greater of state or area median income as determined by the United States Department of Housing and Urban Development
- For rental housing projects, do not exceed 50 percent of the greater of state or area median income as determined by the United States Department of Housing and Urban Development.

Priority may be given to projects that:

- Reduce disparities in home ownership
- Reduce housing cost burden, housing instability, or homelessness
- Improve the habitability of homes
- Create accessible housing
- Create more energy- or water-efficient homes

Gap financing is the difference between the costs of the property and either:

- The market value of the property upon sale; or
- The amount the targeted household can afford for housing, based on industry standards and practices.

If aid received under this program is used for demolition or removal of existing structures, the cleared land must be used for the construction of housing to be owned or rented by persons who meet the income limits described above.

If an aid recipient uses the aid on new construction or substantial rehabilitation of a building containing more than four units, the loan recipient must construct, convert, or otherwise adapt the building to include:

- The greater of:
 - At least one unit
 - At least 5% of units that are accessible units, as defined by section 1002 of the current State Building Code Accessibility Provisions for Dwellings Units in Minnesota, and include at least one roll-in shower
- The greater of
 - At least one unit
 - At least 5% of units that are sensory-accessible units that include:
 - Soundproofing between shared walls for first and second floor units
 - No florescent lighting in units and common areas
 - Low-fume paint
 - Low-chemical carpet
 - Low-chemical carpet glue in units and common areas

These guidelines do not relieve a project funded by this aid program from meeting other applicable accessibility requirements.

Supporting Documents: None: Attached: ☒

Date received in County Coordinators Office:

Coordinators Comments:

2023 Statewide Affordable Housing Aid: Counties

| COUNTY | BASE AID | COST-BURDENED HOUSEHOLD AID | CERTIFIED 2023 STATEWIDE AFFORDABLE HOUSING AID |
|-------------------|----------|--------------------------------|--|
| AITKIN | \$78,300 | \$18,922 | \$97,222 |
| ANOKA | \$78,300 | \$338,902 | \$417,202 |
| BECKER | \$78,300 | \$36,916 | \$115,216 |
| BELTRAMI | \$78,300 | \$53,110 | \$131,410 |
| BENTON | \$78,300 | \$42,180 | \$120,480 |
| BIG STONE | \$78,300 | \$4,839 | \$83,139 |
| BLUE EARTH | \$78,300 | \$86,841 | \$165,141 |
| BROWN | \$78,300 | \$21,526 | \$99,826 |
| CARLTON | \$78,300 | \$32,792 | \$111,092 |
| CARVER | \$78,300 | \$92,295 | \$170,595 |
| CASS | \$78,300 | \$34,043 | \$112,343 |
| CHIPPEWA | \$78,300 | \$13,434 | \$91,734 |
| CHISAGO | \$78,300 | \$52,116 | \$130,416 |
| CLAY | \$78,300 | \$82,102 | \$160,402 |
| CLEARWATER | \$78,300 | \$9,086 | \$87,386 |
| COOK | \$78,300 | \$6,728 | \$85,028 |
| COTTONWOOD | \$78,300 | \$10,148 | \$88,448 |
| CROW WING | \$78,300 | \$79,196 | \$157,496 |
| DAKOTA | \$78,300 | \$438,562 | \$516,862 |
| DODGE | \$78,300 | \$15,133 | \$93,433 |
| DOUGLAS | \$78,300 | \$47,153 | \$125,453 |
| FARIBAULT | \$78,300 | \$12,227 | \$90,527 |
| FILLMORE | \$78,300 | \$19,156 | \$97,456 |
| FREEBORN | \$78,300 | \$30,064 | \$108,364 |
| GOODHUE | \$78,300 | \$52,920 | \$131,220 |
| GRANT | \$78,300 | \$6,583 | \$84,883 |
| HENNEPIN | \$78,300 | \$1,643,644 | \$1,721,944 |
| HOUSTON | \$78,300 | \$17,737 | \$96,037 |
| HUBBARD | \$78,300 | \$23,012 | \$101,312 |
| ISANTI | \$78,300 | \$43,912 | \$122,212 |
| ITASCA | \$78,300 | \$51,400 | \$129,700 |
| JACKSON | \$78,300 | \$8,762 | \$87,062 |
| KANABEC | \$78,300 | \$17,960 | \$96,260 |
| KANDIYOHI | \$78,300 | \$44,393 | \$122,693 |
| KITTSOON | \$78,300 | \$2,481 | \$80,781 |
| KOOCHICHING | \$78,300 | \$14,049 | \$92,349 |
| LAC QUI PARLE | \$78,300 | \$5,465 | \$83,765 |
| LAKE | \$78,300 | \$12,272 | \$90,572 |
| LAKE OF THE WOODS | \$78,300 | \$3,040 | \$81,340 |
| LE SUEUR | \$78,300 | \$28,220 | \$106,520 |
| LINCOLN | \$78,300 | \$5,733 | \$84,033 |
| LYON | \$78,300 | \$26,399 | \$104,699 |
| MCLEOD | \$78,300 | \$36,603 | \$114,903 |

| COUNTY | BASE AID | COST-BURDENED HOUSEHOLD AID | CERTIFIED 2023 STATEWIDE AFFORDABLE HOUSING AID |
|------------------|--------------------|--------------------------------|--|
| MAHNOMEN | \$78,300 | \$4,951 | \$83,251 |
| MARSHALL | \$78,300 | \$7,734 | \$86,034 |
| MARTIN | \$78,300 | \$20,620 | \$98,920 |
| MEEKER | \$78,300 | \$22,297 | \$100,597 |
| MILLE LACS | \$78,300 | \$31,495 | \$109,795 |
| MORRISON | \$78,300 | \$33,742 | \$112,042 |
| MOWER | \$78,300 | \$40,425 | \$118,725 |
| MURRAY | \$78,300 | \$6,236 | \$84,536 |
| NICOLLET | \$78,300 | \$32,445 | \$110,745 |
| NOBLES | \$78,300 | \$18,832 | \$97,132 |
| NORMAN | \$78,300 | \$5,655 | \$83,955 |
| OLMSTED | \$78,300 | \$163,354 | \$241,654 |
| OTTER TAIL | \$78,300 | \$65,371 | \$143,671 |
| PENNINGTON | \$78,300 | \$15,189 | \$93,489 |
| PINE | \$78,300 | \$31,819 | \$110,119 |
| PIPESTONE | \$78,300 | \$7,343 | \$85,643 |
| POLK | \$78,300 | \$35,250 | \$113,550 |
| POPE | \$78,300 | \$11,847 | \$90,147 |
| RAMSEY | \$78,300 | \$723,861 | \$802,161 |
| RED LAKE | \$78,300 | \$3,845 | \$82,145 |
| REDWOOD | \$78,300 | \$12,763 | \$91,063 |
| RENVILLE | \$78,300 | \$12,059 | \$90,359 |
| RICE | \$78,300 | \$63,918 | \$142,218 |
| ROCK | \$78,300 | \$8,081 | \$86,381 |
| ROSEAU | \$78,300 | \$12,216 | \$90,516 |
| ST LOUIS | \$78,300 | \$243,042 | \$321,342 |
| SCOTT | \$78,300 | \$132,865 | \$211,165 |
| SHERBURNE | \$78,300 | \$79,129 | \$157,429 |
| SIBLEY | \$78,300 | \$13,557 | \$91,857 |
| STEARNS | \$78,300 | \$164,952 | \$243,252 |
| STEELE | \$78,300 | \$40,961 | \$119,261 |
| STEVENS | \$78,300 | \$7,835 | \$86,135 |
| SWIFT | \$78,300 | \$10,383 | \$88,683 |
| TODD | \$78,300 | \$21,671 | \$99,971 |
| TRAVERSE | \$78,300 | \$2,962 | \$81,262 |
| WABASHA | \$78,300 | \$22,800 | \$101,100 |
| WADENA | \$78,300 | \$15,423 | \$93,723 |
| WASECA | \$78,300 | \$19,838 | \$98,138 |
| WASHINGTON | \$78,300 | \$244,372 | \$322,672 |
| WATONWAN | \$78,300 | \$8,829 | \$87,129 |
| WILKIN | \$78,300 | \$6,594 | \$84,894 |
| WINONA | \$78,300 | \$54,585 | \$132,885 |
| WRIGHT | \$78,300 | \$126,673 | \$204,973 |
| YELLOW MEDICINE | \$78,300 | \$8,025 | \$86,325 |
| STATEWIDE | \$6,812,100 | \$6,237,900 | \$13,050,000 |

2024 Statewide Affordable Housing Aid: Counties

| COUNTY | BASE AID | COST-BURDENED HOUSEHOLD AID | CERTIFIED 2024 STATEWIDE AFFORDABLE HOUSING AID |
|-------------------|----------|--------------------------------|--|
| AITKIN | \$78,300 | \$18,922 | \$97,222 |
| ANOKA | \$78,300 | \$338,902 | \$417,202 |
| BECKER | \$78,300 | \$36,916 | \$115,216 |
| BELTRAMI | \$78,300 | \$53,110 | \$131,410 |
| BENTON | \$78,300 | \$42,180 | \$120,480 |
| BIG STONE | \$78,300 | \$4,839 | \$83,139 |
| BLUE EARTH | \$78,300 | \$86,841 | \$165,141 |
| BROWN | \$78,300 | \$21,526 | \$99,826 |
| CARLTON | \$78,300 | \$32,792 | \$111,092 |
| CARVER | \$78,300 | \$92,295 | \$170,595 |
| CASS | \$78,300 | \$34,043 | \$112,343 |
| CHIPPEWA | \$78,300 | \$13,434 | \$91,734 |
| CHISAGO | \$78,300 | \$52,116 | \$130,416 |
| CLAY | \$78,300 | \$82,102 | \$160,402 |
| CLEARWATER | \$78,300 | \$9,086 | \$87,386 |
| COOK | \$78,300 | \$6,728 | \$85,028 |
| COTTONWOOD | \$78,300 | \$10,148 | \$88,448 |
| CROW WING | \$78,300 | \$79,196 | \$157,496 |
| DAKOTA | \$78,300 | \$438,562 | \$516,862 |
| DODGE | \$78,300 | \$15,133 | \$93,433 |
| DOUGLAS | \$78,300 | \$47,153 | \$125,453 |
| FARIBAULT | \$78,300 | \$12,227 | \$90,527 |
| FILLMORE | \$78,300 | \$19,156 | \$97,456 |
| FREEBORN | \$78,300 | \$30,064 | \$108,364 |
| GOODHUE | \$78,300 | \$52,920 | \$131,220 |
| GRANT | \$78,300 | \$6,583 | \$84,883 |
| HENNEPIN | \$78,300 | \$1,643,644 | \$1,721,944 |
| HOUSTON | \$78,300 | \$17,737 | \$96,037 |
| HUBBARD | \$78,300 | \$23,012 | \$101,312 |
| ISANTI | \$78,300 | \$43,912 | \$122,212 |
| ITASCA | \$78,300 | \$51,400 | \$129,700 |
| JACKSON | \$78,300 | \$8,762 | \$87,062 |
| KANABEC | \$78,300 | \$17,960 | \$96,260 |
| KANDIYOHI | \$78,300 | \$44,393 | \$122,693 |
| KITTSOON | \$78,300 | \$2,481 | \$80,781 |
| KOOCHICHING | \$78,300 | \$14,049 | \$92,349 |
| LAC QUI PARLE | \$78,300 | \$5,465 | \$83,765 |
| LAKE | \$78,300 | \$12,272 | \$90,572 |
| LAKE OF THE WOODS | \$78,300 | \$3,040 | \$81,340 |
| LE SUEUR | \$78,300 | \$28,220 | \$106,520 |
| LINCOLN | \$78,300 | \$5,733 | \$84,033 |
| LYON | \$78,300 | \$26,399 | \$104,699 |
| MCLEOD | \$78,300 | \$36,603 | \$114,903 |

| COUNTY | BASE AID | COST-BURDENED HOUSEHOLD AID | CERTIFIED 2024 STATEWIDE AFFORDABLE HOUSING AID |
|------------------|--------------------|--------------------------------|--|
| MAHNOMEN | \$78,300 | \$4,951 | \$83,251 |
| MARSHALL | \$78,300 | \$7,734 | \$86,034 |
| MARTIN | \$78,300 | \$20,620 | \$98,920 |
| MEEKER | \$78,300 | \$22,297 | \$100,597 |
| MILLE LACS | \$78,300 | \$31,495 | \$109,795 |
| MORRISON | \$78,300 | \$33,742 | \$112,042 |
| MOWER | \$78,300 | \$40,425 | \$118,725 |
| MURRAY | \$78,300 | \$6,236 | \$84,536 |
| NICOLLET | \$78,300 | \$32,445 | \$110,745 |
| NOBLES | \$78,300 | \$18,832 | \$97,132 |
| NORMAN | \$78,300 | \$5,655 | \$83,955 |
| OLMSTED | \$78,300 | \$163,354 | \$241,654 |
| OTTER TAIL | \$78,300 | \$65,371 | \$143,671 |
| PENNINGTON | \$78,300 | \$15,189 | \$93,489 |
| PINE | \$78,300 | \$31,819 | \$110,119 |
| PIPESTONE | \$78,300 | \$7,343 | \$85,643 |
| POLK | \$78,300 | \$35,250 | \$113,550 |
| POPE | \$78,300 | \$11,847 | \$90,147 |
| RAMSEY | \$78,300 | \$723,861 | \$802,161 |
| RED LAKE | \$78,300 | \$3,845 | \$82,145 |
| REDWOOD | \$78,300 | \$12,763 | \$91,063 |
| RENVILLE | \$78,300 | \$12,059 | \$90,359 |
| RICE | \$78,300 | \$63,918 | \$142,218 |
| ROCK | \$78,300 | \$8,081 | \$86,381 |
| ROSEAU | \$78,300 | \$12,216 | \$90,516 |
| ST LOUIS | \$78,300 | \$243,042 | \$321,342 |
| SCOTT | \$78,300 | \$132,865 | \$211,165 |
| SHERBURNE | \$78,300 | \$79,129 | \$157,429 |
| SIBLEY | \$78,300 | \$13,557 | \$91,857 |
| STEARNS | \$78,300 | \$164,952 | \$243,252 |
| STEELE | \$78,300 | \$40,961 | \$119,261 |
| STEVENS | \$78,300 | \$7,835 | \$86,135 |
| SWIFT | \$78,300 | \$10,383 | \$88,683 |
| TODD | \$78,300 | \$21,671 | \$99,971 |
| TRAVERSE | \$78,300 | \$2,962 | \$81,262 |
| WABASHA | \$78,300 | \$22,800 | \$101,100 |
| WADENA | \$78,300 | \$15,423 | \$93,723 |
| WASECA | \$78,300 | \$19,838 | \$98,138 |
| WASHINGTON | \$78,300 | \$244,372 | \$322,672 |
| WATONWAN | \$78,300 | \$8,829 | \$87,129 |
| WILKIN | \$78,300 | \$6,594 | \$84,894 |
| WINONA | \$78,300 | \$54,585 | \$132,885 |
| WRIGHT | \$78,300 | \$126,673 | \$204,973 |
| YELLOW MEDICINE | \$78,300 | \$8,025 | \$86,325 |
| STATEWIDE | \$6,812,100 | \$6,237,900 | \$13,050,000 |