



# BELTRAMI COUNTY

## REGULAR MEETING AGENDA

Beltrami County Board of Commissioners  
June 16, 2020  
5:00 p.m.

**Meeting to be Held in the County Board Room  
County Administration Building, 701 Minnesota Avenue  
Bemidji, Minnesota**

1. **Call to Order and Roll Call - 5:00 p.m.**
2. **Pledge of Allegiance – 5:00 p.m.**
3. **General Comments – Board Chair – 5:00 p.m.**
4. **Citizens Addressing the Board – 5:00 p.m.**

*Anyone in the audience wishing to address the County Board on an item not on the agenda, may come forward at this time to be recognized by the Board Chair. Please state your name and address for the record. Comments are limited to five minutes. A personnel complaint against an individual County employee may not be heard initially at a Board meeting. Personnel complaints may be submitted to the Board in writing through the County Administrator's Office.*

5. **Approval of the Agenda (Additions/Corrections/Deletions) – 5:00 p.m.**
6. **Approval of the Consent Agenda**

*Items on the Consent Agenda are considered to be routine by the County Board of Commissioners and may be enacted through one motion. Any item on the Consent Agenda may be removed by any of the Commissioners for separate consideration.*

### **CONSENT AGENDA 5:00 p.m.**

- 7a. **Approval of the Minutes.** Minutes of the Board of Commissioners Regular Meeting held June 2, 2020, as presented. Minutes of the Board of Commissioners Work Meeting held on June 2, 2020, as presented.
- 7b. **Auditor/Treasurer: Review of Auditor Warrant Payment Listing**
- 7c. **Auditor/Treasurer: Approval to Pay the Bills**
- 7d. **Administration: Approval of Data Practices Policy Update**
- 7e. **Administration: Approval of Beltrami County Revolving Loan Fund Deferral**

- 7f. **Health & Human Services: Approval of Truancy Contract**
- 7g. **Health & Human Services: Approval of Family Child Care Licenses**
- 7h. **Health & Human Services: Approval of Family Foster Care Licenses**
- 7i. **Health & Human Services: Approval to Pay Bills**

**REGULAR AGENDA**  
**5:10 p.m.**

- 8.
- 9.

**COMMISSIONERS' BUSINESS ITEMS**

- 10. **Legislative/Lobbying Issues**
- 11. **Commissioners' Reports**
- 12. **Review Upcoming Meeting Schedule**
- 13. **Adjourn**

**BOARD OF REVIEW**  
**6:00 p.m.**



**Date: June 16, 2020  
Beltrami County Commission  
Consent Agenda**

## **AGENDA BILL**

**SUBJECT:** Approval of the Minutes

**RECOMMENDATIONS:** Approval, as presented

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**DEPARTMENT OF ORIGIN:** County Administration

**CONTACT PERSON (Name and Phone Number):** Kay Mack, 333-4175

**DATE SUBMITTED:** June 12, 2020

**CLEARANCES:** N/A

**BUDGET IMPACT:** N/A

**EXHIBITS:** Attached Minutes

**SUMMARY STATEMENT:**

Copies of the minutes of past meetings are presented for the review and approval of the County Board.

**CONSENT AGENDA**

**TRANSCRIPT OF THE PROCEEDINGS  
OF THE BELTRAMI COUNTY BOARD OF COMMISSIONERS  
June 2, 2020**

The Beltrami County Board of Commissioners met in regular session on June 2, 2020, at the County Board Room, County Administration Building, Bemidji, Minnesota.

**CALL TO ORDER, ROLL CALL AND PLEDGE OF ALLEGIANCE**

Chair Craig Gaasvig called the meeting to order at 5:00 p.m. Commissioners Richard Anderson, Jim Lucachick, Tim Sumner and Reed Olson were present.

Due to the Governor's Executive Order limiting gatherings to no more than 10 people, the Citizens Addressing the Board portion of the County Board agenda has been removed. No public comment will be taken during County Board meetings at this time. Although Beltrami County has taken pride in providing the ability for citizens to make public comment in the past, it has not been a legal requirement of the Open Meeting Law. Citizens may make their concerns heard by contacting County Commissioners directly, or by sending comment to the County Administrator. It is unknown when public comment will be added to County Board agendas.

**GENERAL COMMENTS - BOARD CHAIR**

There were citizens in the audience that wanted to speak, however do to the process established at this time, they will not be allowed to speak.

Public Comments that were emailed to Commissioners or Administrator, as instructed, were read at this time.

- Emily Rivera spoke to the protest situation over the weekend.
- Lynn Boyer spoke on behalf of small business and suggested a Resolution of support for small businesses to open
- Salina Beasley spoke to the protest situation over the weekend.
- Mary Anne Reitmeier spoke to the protest situation over the weekend.

**APPROVAL OF AGENDA**

The following items were added to the Consent Agenda:

- Approval of citizen appointments to jail committee
- Approval of RFP process to find search firm to recruit and hire County Administrator

**GENERAL BUSINESS**

Approved Agenda and Amendments

A motion to approve the Agenda and Amendments was made by Commissioner Olson, seconded by Commissioner Anerson, and unanimously carried.

Approved Consent Agenda

A motion to approve the Consent Agenda was made by Commissioner Sumner, seconded by Commissioner Lucachick, and unanimously carried.

**CONSENT ITEMS**

Approved Minutes

The Board, by adoption of its Consent Agenda, approved the Minutes of the Board of Commissioners Work Meeting held May 19, 2020, and the Minutes of the Board of Commissioners Regular Meeting held May 19, 2020, as submitted.

Approved Auditor/Treasurer Warrant Payment Listing

The Board, by adoption of its Consent Agenda, received and approved the warrant payment listing submitted by the Auditor/Treasurer's Office.

Approved Payment of Auditor/Treasurer Bills

The Board, by adoption of its Consent Agenda, approved payment of Auditor/Treasurer bills, as submitted.

Approved 3.2 On Sale License/Strong Beer/Wine License

The Board, by adoption of its Consent Agenda, approved the 3.2 On Sale License/Strong Beer/Wine License for Putnam Resorts LLC, new owner of Kohl's Resort.

Approved Facilities Use Agreement with Bemidji State University

The Board, by adoption of its Consent Agenda, approved the Use Agreement with Bemidji State University for possible space for people, such as direct care workers or emergency service staff, that are providing direct service related to COVID-19 cases and do not want to go home at this time.

Approved Bemidji Youth League Baseball Lease

The Board, by adoption of its Consent Agenda, approved the 15 year lease to Bemidji Youth League Baseball located on Middle School Drive, as submitted.

Approved Health & Human Services Warrant Payment List

The Board, by adoption of its Consent Agenda, received and approved the warrant payment listing submitted by Health & Human Services Department.

Approved Citizen Appointments to Jail Committees

The Board, by adoption of its Consent Agenda, approved the citizen appointments as follows:

- Steering Committee: Nancy Kingbird and Ron Otterstad
- Programming: Jennifer Greenleaf, Duane Erickson and Amy Lindahl
- Design: Steve Newby and Randy Perkins
- Communications: John Henningsgard

Approved RFP Process to Find Search Firm to Hire County Administrator

The Board, by adoption of its Consent Agenda, approved the RFP process to find a search firm to solicit candidates for the position of Beltrami County Administrator.

**REGULAR AGENDA**

Job Evaluation Rating for Jail Training Officer

Human Resources Director, Linda Tran submitted the Job Evaluation study prepared by Bakertilly for the new position of Jail Training Officer and rated as a pay grade 8. This position was included in the 2020 budget.

A motion was made by Commissioner Anderson, and seconded by Commissioner Olson, to approve the new position of Jail Training Officer and placing it on the pay scale at pay grade 8. Unanimously carried.

O'Brien Shop Bid Approval

Highway Engineer, Bruce Hasbargen presented bid results for the restoration of the O'Brien Highway Maintenance shop that was damaged by fire. Restoration will include removing and replacing most of the interior and repairing a section of the roof. Insurance will cover items under the base bid. Some of the alternate bid items will be reviewed and would be covered by use of highway funds if accepted.

A motion was made by Commissioner Anderson, and seconded by Commissioner Lucachick, to approve the Base Bid award to the lowest responsible bidder, Christiansen Construction of Bemidji in the amount of \$309,600. Unanimously carried.

County Administrator PERA Phase Retirement

Human Resources Director, Linda Tran, presented the PERA phased retirement agreement for the County Administrator. The agreement would be to continue working, paid at 30 hours per week August 1, 2020 up to November 30, 2021, but not more than 1044 hours per year under PERA guidelines.

A motion was made by Commissioner Sumner, and seconded by Commissioner Olson, to approve the PERA phased retirement plan for Administrator, Kay Mack.

**COMMISSIONERS' BUSINESS**

Legislative/Lobbying Issues

- Commissioner Olson has been in communication with Representative Persell regarding a regional approach to opening the State.
- Commissioner Anderson reported that the SHAK committee is also advocating for a regional approach.

Commissioners' Reports

- Commissioner Olson stated that he has concerns and questions regarding the protest incident over the weekend, as many citizens do too. His suggestion was possibly a third party investigation and a public statement separate rumors and hearsay from the actual facts.
- Commissioner Anderson indicated his support and gratitude to law enforcement and their work in protecting all citizens.
- Commissioner Sumner listed many questions and concerns regarding the weekend protest incident and is hopeful for answers and clarification.

Review Upcoming Meeting Schedule

Next regular meeting of the County Board will be June 16, 2020, in the Board Room of the County Administration Building.

**MEETING ADJOURNMENT**

A motion to adjourn the Board meeting at 5:54 p.m. was made by Commissioner Anderson, seconded by Commissioner Lucachick, and unanimously carried.

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Craig Gaasvig, Chair

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Kay Mack, County Administrator

# **WORK MEETING MINUTES**

## **Beltrami County Board of Commissioners**

**June 2, 2020**

**4:00 pm**

### **Meeting held in the County Board Room County Administration Building, 701 Minnesota Avenue Bemidji, Minnesota**

Present: Commissioner Craig Gaasvig, Commissioner Jim Lucachick, Commissioner Tim Sumner, Commissioner Richard Anderson, Commissioner Reed Olson.

#### **1. Call to Order**

Craig Gaasvig called the meeting to order at 4:00 pm

#### **2. Citizen appointments – Jail Committees**

A committee of Commissioners Richard Anderson and Reed Olson, along with Sheriff Beitel and Chief Deputy Jarrett Walton and Kay Mack met on two occasions to review the letters of interest sent by citizens for consideration of appointment to Jail Committees.

Some applicants had skills to offer that were duplicated by other applicants. Other applicants pulled their letters when we contacted them about a potential conflict of interest in being able to bid on components of a potential construction project. And others will be kept in the queue for possible appointment to committees that have not yet been established.

The committee is recommending the following appointments:

Steering Committee: Nancy Kingbird and Ron Otterstad  
Programming: Jennifer Greenleaf, Duane Erickson and Amy Lindahl  
Design: Steve Newby and Randy Perkins  
Communications: John Henningsgard

Again, it is important to note that there were other applicants with impressive skills and background. Those applicants will be kept on file, as there is a very strong likelihood that additional committees will be created after the NIC process.

Approval of these committee appointments was added to the Consent Agenda.

#### **3. County Jail – COVID 19 Response**

Sheriff Ernie Beitel presented a PowerPoint review of the Beltrami County Jail response to COVID-19. The Beltrami County Jail, under the guidance of the Minnesota Sheriff's Association, CDC, MDH, and the Beltrami County COVID-19 response team and through the cooperation of the Courts, Department of Corrections, Beltrami County Attorney's Office, and Public Defenders Office made significant operational, procedural,



and physical plant changes to mitigate COVID-19 being introduced into the facility and if it was, how to mitigate spread, keeping our inmates, staff, families and community safe.

The Beltrami County jail has been the only congregate care facility in the area that has had a positive case and thanks to jail staff, administration, facilities maintenance, IT and many other partners, it was handled successfully.

#### **4. County Administrator Search Process**

An initial meeting regarding the search for a County Administrator was held with Commissioners Gaasvig and Anderson and HR Director Linda Tran.

Recommendation to the Board is to hire a national search firm to provide a broad and objective, professional search for the new County Administrator. A Request for Proposals requesting specific criteria and qualifications would be issued with a specified due date of June 17, followed by Committee interviews, selection and forward.

Approval to begin the RFP process for a search firm was added to the Consent Agenda.

#### **5. Administrator's Report**

- Buildings on campus have been opening this week with some limitations and following a Preparedness Plan.
- Review of fiscal management and awareness during the pandemic

#### **6. Other Business Items**

##### **a) Review Bills**

##### **b) Identify Future Work Meeting Topics**

##### **c)**

#### **7. Review Agenda for the June 2, 2020 Regular Board Meeting**

The following items were added to the Consent Agenda:

- Approval of citizen appointments to jail committees.
- Approval of RFP process to find a search firm to hire a County Administrator
  - Examples include hiring delays
  - To date savings have been over \$330,000

#### **8. Adjourn**

The Work Session was adjourned at 4:45 p.m.



Date: June 16, 2020  
Beltrami County Commission  
Consent Agenda

## CONSENT AGENDA BILL

**SUBJECT: Data Practices Policy**

**RECOMMENDATIONS:** Adopt Updated Data Practices Policy

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**DEPARTMENT OF ORIGIN: ADMINISTRATOR**

**CONTACT PERSON (Name and Phone Number):** Kay Mack 333-4109

**Attachments:**

**Summary Statement:**

The County maintains a Data Practices Policy that is compliant with the Minnesota Data Practices Act. The policy is posted to our website on the Administrator's page.

The only changes being made to the policy for this June 16, 2020 update:

Page 3: Adding this date  
Page 4: Correcting the Sheriff to Ernie Beitel  
Page 5: Correcting Driver's License/Vital Statistics to Leala Roth

**BELTRAMI COUNTY**  
**GUIDELINES AND PROCEDURES**  
**FOR THE**  
  
MINNESOTA  
GOVERNMENT DATA  
PRACTICES ACT

## **Right to Access Public Data**

The Data Practices Act (Minnesota Statutes, Chapter 13) presumes that all government data are public unless a state or federal law says the data are not public. Government data is a term that means all data collected, created, received, maintained or disseminated by any government entity regardless of its physical form, storage media or conditions of use.

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

## **Data about You**

The Data Practices Act says that data subjects have certain rights related to a government entity collecting, creating, and keeping government data about them. You are the subject of data when you can be identified from the data.

## **Classification of Data about You**

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

Public data: We must give public data to anyone who asks; it does not matter who is asking for the data or why. The following is an example of public data about you: if you are an employee of a government entity, the fact that you work for the entity, your job title and bargaining unit is public.

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

Confidential data: Confidential data have the most protection. Neither the public nor you can obtain access even when the confidential data are about you. The following is an example of confidential data about you: investigative data created by a law enforcement agency in order to prepare a case against a person, whether known or unknown, for the commission of a crime or other offense for which the agency has primary investigative responsibility are confidential or protected nonpublic while the investigation is active. We can share confidential data about you with County staff who need the data to do their work and to others as permitted by law or court order. We cannot give you access to confidential data.

## **Your Rights under the Data Practices Act**

Beltrami County must keep all government data in a way that makes it easy for you to access data about you. Also, we can collect and keep only those data about you that we need for administering and managing programs that are permitted by law. As a data subject, you have the following rights.

Your Access to Your Data: You have the right to look at (inspect), free of charge, public and private data that we keep about you. You also have the right to get copies of public and private data about you. The Data Practices Act allows us to charge for copies. You have the right to look at data, free of charge, before deciding to request copies. Also, if you ask, we will tell you whether we keep data about you and whether the data are public, private, or confidential.

As a parent, you have the right to look at and get copies of public and private data about your minor children (under the age of 18). As a legally appointed guardian, you have the right to look at and get copies of public and private data about an individual for whom you are appointed guardian.

When We Collect Data from You: When we ask you to provide data about yourself that are not public, we must give you a notice. The notice is sometimes called a Tennessee warning. The notice controls what we do with the data that we collect from you. Usually, we can use and release the data only in the ways described in the notice.

We will ask for your written permission if we need to use or release private data about you in a different way, or if you ask us to release the data to another person. This permission is called informed consent. If you want us to release data to another person, you may use the consent form we provide. However, if you do not use the consent form we provide, we request that the form be reviewed by our County Attorney's office.

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

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

### **How to Make a Request for Your Data**

To obtain copies or inspect government data, or request copies or inspection of data that Beltrami County keeps about you, your minor children, or an individual for whom you have been appointed legal guardian, make a request. Make your request for data to the appropriate individual listed in the Data Practices Contacts document. You may make your request in person, by mail, email, telephone or fax, by completing Section A of the Information Disclosure Request form.

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

- that you are making a request, under the Data Practices Act (Minnesota Statutes, Chapter 13), as a data subject, for data about you;
- whether you would like to inspect the data, have copies of the data, or both;
- a clear description of the data you would like to inspect or have copied; and
- identifying information that proves you are the data subject, or data subject's parent/guardian.

If the data is private, Beltrami County requires proof of your identity before we can respond to your request for data. If you are requesting data about your minor child, you must show proof that you are the minor's parent. If you are a guardian, you must show legal documentation of your guardianship.

### **How We Respond to a Data Request**

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

- If we do not have the data, we will notify you.
- If we have the data, but the data are confidential or private data that are not about you, we will notify you and state which specific law says you cannot access the data.
- If we have the data, and the data are public or private data about you, we will respond to your request by doing one of the following:
  - arrange a date, time, and place to inspect data, for free, if your request is to look at the data, or
  - provide you with copies of the data. You may choose to pick up your copies, or we will mail or fax them to you. We will provide electronic copies (such as email or CD- ROM) upon request if we keep the data in electronic format. We also will arrange for you to prepay for the copies. Pre-payment of copies is required unless other arrangements are approved by the Department Head or Data Practices Compliance Official for the responding department.

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

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

In addition, we are not required under the Data Practices Act to respond to questions that are not requests for data.

**Adopted by Beltrami County Board of Commissioners: 11/1/11**

**Updated: July 21, 2015**

**Updated: July 19, 2016**

**Updated: July 18, 2017**

**Updated: May 15, 2018**

**Updated: May 21, 2019**

**Updated: June 16, 2020**

**Data Practices Contacts  
Beltrami County**

<b>Responsible Authority</b>		<b>Data Practices Compliance Official</b>	<b>Designees</b>
County Auditor-Treasurer	JoDee Treat, Auditor-Treasurer 701 Minnesota Avenue, Suite 220 Bemidji, MN 56601 218-333-4175; Fax 218-333-4246 <a href="mailto:Jodee.treat@co.beltrami.mn.us">Jodee.treat@co.beltrami.mn.us</a>	JoDee Treat, Auditor-Treasurer 701 Minnesota Avenue, Suite 220 Bemidji, MN 56601 218-333-4175; Fax 218-333-4246 <a href="mailto:Jodee.treat@co.beltrami.mn.us">Jodee.treat@co.beltrami.mn.us</a>	
County Attorney	David Hanson County Attorney 600 Minnesota Avenue, Suite 400 Bemidji, MN 56601 218-333-4219; Fax 218-333-4273 <a href="mailto:david.hanson@co.beltrami.mn.us">david.hanson@co.beltrami.mn.us</a>	David Hanson County Attorney 600 Minnesota Avenue, Suite 400 Bemidji, MN 56601 218-333-4219; Fax 218-333-4273 <a href="mailto:david.hanson@co.beltrami.mn.us">david.hanson@co.beltrami.mn.us</a>	
County Recorder	Charlene Sturk, County Recorder 701 Minnesota Avenue, Suite 120 Bemidji, MN 56601 218-333-8345; Fax 218-333-8427 <a href="mailto:charlene.sturk@co.beltrami.mn.us">charlene.sturk@co.beltrami.mn.us</a>	Charlene Sturk, County Recorder 701 Minnesota Avenue, Suite 120 Bemidji, MN 56601 218-333-8345; Fax 218-333-8427 <a href="mailto:charlene.sturk@co.beltrami.mn.us">charlene.sturk@co.beltrami.mn.us</a>	
Sheriff	Ernie Beitel, County Sheriff 613 Minnesota Avenue Bemidji, MN 56601 218-333-4135; Fax 218-333-4271 <a href="mailto:ernie.beitel@co.beltrami.mn.us">ernie.beitel@co.beltrami.mn.us</a>	Ernie Beitel, County Sheriff 613 Minnesota Avenue Bemidji, MN 56601 218-333-4135; Fax 218-333-4271 <a href="mailto:ernie.beitel@co.beltrami.mn.us">ernie.beitel@co.beltrami.mn.us</a>	
Health and Human Services	Becky Secore, Director 616 America Avenue NW Bemidji, MN 56601 218-333-8119; Fax 218-333-4150 <a href="mailto:becky.secore@co.beltrami.mn.us">becky.secore@co.beltrami.mn.us</a>	Becky Secore, Director 616 America Avenue NW Bemidji, MN 56601 218-333-8119; Fax 218-333-4150 <a href="mailto:becky.secore@co.beltrami.mn.us">becky.secore@co.beltrami.mn.us</a>	
Human Resources	Linda Tran, Director 701 Minnesota Avenue Suite 220 Bemidji, MN 56601 218-333-4155 <a href="mailto:linda.tran@co.beltrami.mn.us">linda.tran@co.beltrami.mn.us</a>	Linda Tran, Director 701 Minnesota Avenue Suite 220 Bemidji, MN 56601 218-333-4155 <a href="mailto:linda.tran@co.beltrami.mn.us">linda.tran@co.beltrami.mn.us</a>	

**Data Practices Compliance  
Official**

**Responsible Authority**

**Designees**

All other County  
Offices

Kay Mack, County Administrator  
701 Minnesota Avenue, Suite 200  
Bemidji, MN 56601  
218-333-4109; Fax 218-333-4246  
[kay.mack@co.beltrami.mn.us](mailto:kay.mack@co.beltrami.mn.us)

Kay Mack, County Administrator  
701 Minnesota Avenue, Suite 200  
Bemidji, MN 56601  
218-333-4109; Fax 218-333-4246  
[kay.mack@co.beltrami.mn.us](mailto:kay.mack@co.beltrami.mn.us)

**County Assessor: 218-333-4114**  
[joe.skerik@co.beltrami.mn.us](mailto:joe.skerik@co.beltrami.mn.us)  
**Information Technology (MIS): 218-333-4151**  
[ron.pula@co.beltrami.mn.us](mailto:ron.pula@co.beltrami.mn.us)

**Highway: 218-333-8180**  
[bruce.hasbargen@co.beltrami.mn.us](mailto:bruce.hasbargen@co.beltrami.mn.us)

**Environmental Services: 218-333-4157**  
[brent.rud@co.beltrami.mn.us](mailto:brent.rud@co.beltrami.mn.us)

**Veteran's Services: 218-333-4177**  
[campbell.allison@co.beltrami.mn.us](mailto:campbell.allison@co.beltrami.mn.us)

**Driver's License/Vital Statistics: 218-333-4104**  
[leala.roth@co.beltrami.mn.us](mailto:leala.roth@co.beltrami.mn.us)

**Natural Resource Management: 218-333-4163**  
[richard.moore@co.beltrami.mn.us](mailto:richard.moore@co.beltrami.mn.us)

**Geographic Information Services (GIS):  
218-333-8457**  
[kevin.trappe@co.beltrami.mn.us](mailto:kevin.trappe@co.beltrami.mn.us)

**Facilities Management: 218-333-8475**  
[steve.shadrick@co.beltrami.mn.us](mailto:steve.shadrick@co.beltrami.mn.us)



## **Copy Costs – Data Subjects**

### **Beltrami County**

Beltrami County charges data subjects for copies of government data. Beltrami County requires the requesting person to pay the actual costs of making and certifying the copies. These charges are authorized under section 13.04, subdivision 3.

You must pay for the copies before we will give them to you. Pre-payment of copies is required unless other arrangements are approved by the Department Head or Data Practices Compliance Official for the responding department. Please refer to the Beltrami County Fee Schedule for a detailed listing of administrative fees and charges.

## **Copy Costs – Members of the Public**

### **Beltrami County**

Beltrami County charges members of the public for copies of government data. Beltrami County requires the requesting person to pay the actual costs of searching for and retrieving government data, including the cost of employee time, and for making, certifying, and electronically transmitting the copies of the data. These charges are authorized under section 13.03, subdivision 3(c).

You must pay for the copies before we will give them to you. Pre-payment of copies is required unless other arrangements are approved by the Department Head or Data Practices Compliance Official for the responding department. Please refer to the Beltrami County Fee Schedule for a detailed listing of administrative fees and charges.

## BELTRAMI COUNTY DATA/INFORMATION DISCLOSURE REQUEST

### A. Requester Complete

**Note:** Request Frequency – Private Data on individuals. After you have been shown the data and informed of its meaning, the data need not be disclosed to you until six months thereafter unless a dispute or action is pending or additional data on you has been collected.

1. Requester Name (Last, First, MI)	2. Company Name (if applicable)	3. Date of Request
4. Parent/Guardian Name (if applicable – for request for data about minor)	5. Description of Requested Information	
6. Mailing Address		
7. City, State, ZIP code		
8. Phone (if required to advise when data is ready)		
9. e-mail address (if required for electronic delivery of data)	10. I am requesting access to the data in the following way: <input type="checkbox"/> Inspection <input type="checkbox"/> Copies <input type="checkbox"/> Both Inspection and Copies <b>Note: Inspection is free, but there is a charge for copies</b>	

11. Requester Signature (If required to prove identity – for requests for private data)

**Note:** You are not required to complete the name & contact information requested. However, if we do not understand your request & need clarification, we may not be able to begin processing it until you contact us. Also, we will need contact information if you want us to mail or email data to you.

### B. County Department/Division Complete

12. Department:	13. Request Handled By:
14. Request Type: <input type="checkbox"/> In-Person <input type="checkbox"/> Mail <input type="checkbox"/> Fax <input type="checkbox"/> E-mail	15. Requested by: <input type="checkbox"/> Subject of Data <input type="checkbox"/> Not the Subject of Data
16. The Information Requested is Classified: <input type="checkbox"/> Public <input type="checkbox"/> Non-Public <input type="checkbox"/> Private <input type="checkbox"/> Protected Non-Public <input type="checkbox"/> Confidential	17. Request: <input type="checkbox"/> Approved <input type="checkbox"/> Denied (explain in #20) <input type="checkbox"/> Approved in Part (explain in #20)
18. Identification provided (if request for private data ONLY – see Page 2 for Standard for Verifying Identity) Indicate form of identification provided:	
19. Authorized Signature:	
20. Remarks/Comments: (If requested data is classified so as to deny access to the requester, cite authority or reason. Also enter any other remarks or comments that are appropriate:	
21. Date Completed:	22. Date Notified & by Whom:

### C. Department/Division Complete when Fees are assessed

(A receipted copy of this form is to be provided to the requester each time money is received.)

23. <input type="checkbox"/> Fees: Flat Rate	24. <input type="checkbox"/> Fees: Special Rate $\frac{\text{_____}}{\text{of items}} \times \text{_____} = \text{_____} (\#)$ <small>(Rate Amt.)</small>
--	--

I have received from the above named, the amount(s) indicated below opposite my signature(s) for providing the information requested.

25. Total Amount Due	\$ _____	Received By: _____	Today's Date: _____
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### D. Requester, Please Note Items Checked

Make check/money order payable to:  
**Beltrami County Auditor/Treasurer**

If mailed, return entire form and any fees to:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Date: June 16, 2020  
Beltrami County Commission  
Consent Agenda

## CONSENT AGENDA BILL

**SUBJECT: Loan Deferral**

**RECOMMENDATIONS:** Approve deferral of the June through September, 2020 payments owed to Northern Beltrami County Revolving Loan Fund by Mort's Landing.

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**DEPARTMENT OF ORIGIN: ADMINISTRATOR**

**CONTACT PERSON (Name and Phone Number):** Kay Mack 333-4109

**Attachments:**

**Summary Statement:**

The owners of Mort's Landing took a loan from the Revolving Loan Fund that is available only to businesses in the Consolidated Conservation area. According the HRDC Loan Specialist, the business has suffered significant economic impact from COVID19. The owners have entered a purchase agreement, and anticipate closing in September, 2020. The entire loan would be paid off at the time of sale. The balance at that time will be \$94,144 and all proceeds would be deposited back into the Revolving Loan Fund.



Date: June 16, 2020  
Beltrami County Commission  
Consent Agenda

## AGENDA BILL

**SUBJECT:** Truancy Contract

**RECOMMENDATIONS:** To Approve

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**DEPARTMENT OF ORIGIN:** HEALTH & HUMAN SERVICES DEPARTMENT

**CONTACT PERSON:**

**DATE SUBMITTED:** June 11, 2020

**CLEARANCES:** Becky Secore

**BUDGET IMPACT:** \$20,000 flow through State dollars

**EXHIBITS:**

**SUMMARY STATEMENT:** Beltrami County Health and Human Services routinely develops contract with local agencies to provide services to county residents. This contract is with the Beltrami Area Service Collaborative to provide truancy case management services. These dollars are associated with Child Welfare Targeted Case Management encounters and are flow through from the State of Minnesota.

Without this contract Beltrami County may have to hire staff to provide this mandated service.

**CONSENT AGENDA**

**PURCHASE OF SERVICE AGREEMENT – HOST COUNTY CONTRACT  
CHILD WELFARE-TARGETED CASE MANAGEMENT (CW-TCM) –  
TRUANCY PROGRAM**

**THIS AGREEMENT**, by and between the Beltrami County Board of Commissioners (referred to as the "County"), through its local social services agency, Beltrami County Department of Health and Human Services, 616 America Avenue NW, Bemidji, Minnesota 56601-3802 (referred to as the "Agency"), and **Beltrami Area Service Collaborative**, 616 America Avenue NW, Suite 160, Bemidji, Minnesota 56601 (referred to as the "Provider") is for the period of July 1, 2020 through June 30, 2021.

**WITNESSETH**

**WHEREAS**, Minnesota Statutes, Chapter 245, Sections 245.487 to 245.4887 establishes the Minnesota Comprehensive Children's Mental Health Act; and

**WHEREAS**, a joint Children's Mental Health and Family Service Collaborative (the Beltrami Area Service Collaborative {BASC}) exists in Beltrami County; and

**WHEREAS**, pursuant to Minnesota Statutes, Chapter 245, Sections 245.491 to 245.496, the Beltrami Area Service Collaborative (BASC) has established an integrated fund to meet mental health needs of children and families and to develop and implement an integrated service system; and

**WHEREAS**, an Interagency Agreement between Beltrami County, the schools, and BASC has been duly established to integrate available children's mental health resources, and therefore reduce duplication and provide appropriate services for children in a singular manner; and

**WHEREAS**, pursuant to the Interagency Agreement, BASC is required to provide children's mental health services in accordance with the Comprehensive Children's Mental Health Act and the provisions as stated in the Interagency Agreement; and

**WHEREAS**, the Agency has identified persons who are in need of truancy and delinquency services identified through the children's mental health system and the Agency, pursuant to Minnesota Statutes, Chapter 245, Sections 245.487 to 245.4887 wishes to purchase these services from the Provider; and

**WHEREAS**, the County and the Provider agree that payments made under this Agreement are conditional On compliance with Minnesota Statutes, Chapter 245, Sections 245.487 to 245.4887; and

**WHEREAS**, the County and the Provider, according to Minnesota Statutes, Chapters 256 and 373 understand that this Agreement serves as a host county contract for services purchased by the Agency for eligible persons;

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

**I. PROVIDER'S RESPONSIBILITIES**

- A. The Provider agrees to furnish case management services to children considered truant to young adults ages twelve (12) to twenty one (21), meeting the criteria for transition services in Minnesota Statutes, Chapter 245, Section 245.4875, Subdivision 8.

- B. In compliance with Minnesota Statutes, Chapters 245 and 256; and Minnesota Rules, the Provider agrees to furnish the following information in the county's Application for Contract, which is incorporated herein by reference and is on file in the Agency's offices:
1. An explicit description of the services to be provided;
  2. A description of the staffing, including job descriptions and professional qualifications of personnel;
  3. An organizational chart;
  4. The licensed program capacity and/or current number of program participants;
  5. Program content;
  6. Program budget; and
  7. Supporting documentation as requested
- C. The Provider agrees to maintain at all times during the term of this Contract, a process whereby its current and prospective employees and volunteers who will have direct contact with persons served by the program or program services, will consent to a background study for evidence of maltreatment of adults or minors substantiated under Minnesota Statutes, Chapter 245A and Minnesota Statutes, Chapter 626, Section 626.556. It is recommended by the Agency that background studies be completed and approved before staff can provide services with or without supervision.
- D. The Provider shall furnish the Agency with a copy of its written procedures for discharging a person or terminating services to a person. The written procedures shall include: specific grounds for termination of services; notification to the county case manager, the person to be discharged, and/or the person's parent or legal representative prior to the termination of services; assistance in developing or securing alternative services and ensuring a smooth transition to other services; the review and approval of the proposed action by the interdisciplinary team where one is present; and other procedures agreed to by the Provider and the Agency. A copy of the procedures will be kept in the contract proposal file with the Agency.
- E. The Provider agrees to develop, review annually and ensure that its staff is prepared to implement an emergency response plan. This plan must include a contingency plan for emergencies when the lack of immediate care and supervision would pose a serious threat to the health and safety of the clients being served by the Provider. As appropriate, the plan must be customized specifically for each site where clients are served.
- F. The Provider agrees to furnish a fiscal report on a quarterly basis, which includes maintaining program and fiscal reporting and receipts.
- G. The Provider will review cases as needed using the Interdisciplinary Review Team (IRT) format.

## II. SERVICES TO BE PURCHASED

- A. The County agrees to purchase and the Provider agrees to furnish targeted case management services to children identified through the social services system or Court who are considered truant as described by Minnesota statute and in accordance with the type, amount, frequency and duration stated in the client's individual service plan for each person served under this Agreement. The amount, type, frequency and duration of the purchased

services shall be directed toward the client's achievement of goals and objectives stated in his/her service plan. The plan should follow the identified service needs in the court order as well as address those unidentified service needs that may not have been ordered.

- B. The Provider shall in writing, within thirty (30) days, notify the Agency whenever it is unable to, or going to be unable to furnish the required quality or quantity of purchased services as noted in Section I. A. of this Agreement. Upon such notification, the County will require modification or cancellation of said Agreement. Nothing in this Agreement shall be construed as requiring the Provider to furnish services, or the Agency to continue purchasing services from the Provider for any eligible person.
- C. The County is committed to including outcomes as a critical element in defining and managing contracted services. The County and the Provider agree that this is a significant component of an effective delivery system and agree as follows:

The Provider's outcomes shall be consistent with the outcome measures contained in this Agreement and the Provider will maintain records and submit reports showing actual results. The Provider's actual outcome achievement will be a factor to be considered in contracting decisions by the County. Management of services with respect to outcomes is a continuing process requiring ongoing refinement and the County and the Provider agree to maintain a commitment to that process.

- D. Outcomes and Indicators: Beltrami County identified outcomes and common indicators for identified contracted services:

Outcome: Reduce the number of truant youth while increasing graduation rates.

Indicator A: 15% increase in student attendance rates.

Indicator B: 100% of clients will be referred to supportive services, 75% of those referred will follow through with services as recommended.

### **III. COST AND DELIVERY OF PURCHASED SERVICES**

- A. The County has the authority to determine rates and contract limits with respect to this Agreement, pursuant to Minnesota Statutes, Chapter 256. Purchased services will be provided at the following site(s): Beltrami County Health and Human Services, 616 America Avenue NW, Suite 330, Beltrami Area Service Collaborative offices, 616 America Avenue NW, Suite 160, Bemidji, MN and in the community as necessary.
- B. The total amount to be paid by the County to the Provider for purchased services under this Agreement shall not exceed **twenty thousand dollars (\$20,000.00)** in the amount and in the manner described herein.
- C. The Provider's Truancy Program will provide documentation to the Agency regarding youth that are being served, and what services are being provided to them.
- D. The Provider will bill the Minnesota Department of Human Services for Child Welfare-Targeted Case Management (CW-TCM) services using its own ID provider number and at the current rate, **NOT SET YET** per monthly face to face contact with eligible clients. Note that this rate typically changes on July 1<sup>st</sup> of each year.
- E. The Minnesota Department of Human Services will then bill Beltrami County for the county share of the services, with a voucher subsequently sent by the Agency to the Provider to reimburse the County.



- F. The Provider shall make every reasonable effort to maintain sufficient resources to deliver the purchased services.
- G. The Executive Director of BASC will provide supervision of the truancy case manager. Beltrami County will provide training to the truancy case manager in processes and protocol to enable the case manager to offer voluntary services to families when it is appropriate and also to work cooperatively with Agency social services division staff on truancy CHIPS cases. An attempt will be made to limit the case load to no more than twenty (20) cases.

**IV. ELIGIBILITY FOR SERVICES**

- A. The parties understand and agree that eligibility of the recipient to receive the purchased services is to be determined in accordance with state guidelines for children who are considered truant.
- B. The Provider shall notify the Agency and the recipient in writing whenever the Provider proposes to open or discharge or terminate service(s) to a recipient. The closing notice must be sent at least five (5) days prior to the proposed date of discharge or termination of service(s). The Provider shall not discharge or terminate services to a recipient prior to the proposed date unless delay would seriously endanger the health, safety or well-being of other recipients.

**V. INDIVIDUAL SERVICE PLAN**

- A. The parties understand and agree that all services provided to eligible recipients under the terms of this Agreement shall be in accordance with the individual service plan developed with, for, and on behalf of the individual client.
- B. Performance of the Provider will be monitored by the Agency in accordance with the client outcomes as specified in his/her individual service plan goals and objectives.
- C. The Agency shall not delegate the development of individual service plans to the Provider.

**VII. RECORD DISCLOSURES, REPORTS AND EVALUATION**

- A. The County shall monitor and evaluate the Provider's performance under this Contract. County procedures for monitoring and evaluating may include, but are not limited to, on-site visits to the Provider's facility(ies); review of client files; review of the Provider's financial, statistical and program records; a review of reports and data supplied by the Provider at the County's request; and cost reports.
- B. Within ninety (90) days of the close of this Agreement, the Provider agrees to furnish to the County upon request a detailed un-audited year-end revenue and expense statement and balance sheet for the term of this Contract.
- C. The Provider agrees to maintain complete financial books and records according to generally accepted accounting principles which shall fully document receipts and expenditures under this Agreement. Manual or electronically stored records shall include, but not be limited to: ledgers, vouchers, receipts, bank statements, cancelled checks, payroll and cash account records, and other supporting documents. The Provider further agrees to maintain all financial records pertaining to this Contract for six (6) years for audit purposes at Beltrami Area Service Collaborative, 616 America Avenue NW, Suite 160, Bemidji, MN 56601. This shall be in accordance with Minnesota Statutes, Chapter 16C, Section 16C.05, Subdivision 5.

- D. The Provider shall furnish the County with such other reports as the County may from time to time reasonably require.
- E. The Provider shall, upon reasonable notice, meet with County personnel to assist the County in evaluation of services.

**VIII. STANDARDS, LICENSES, CERTIFICATIONS AND TRAINING**

- A. The Provider represents that it will remain qualified to furnish the purchased services in accordance with the applicable provisions of Federal Laws, Minnesota Statutes and Rules and this Contract.
- B. The Provider agrees to use only qualified personnel to furnish any services pursuant to this Agreement. If licensing or certification is a necessary prerequisite for provision of services, the Provider ensures that personnel and services are properly licensed or certified in accordance with the provisions of state law and Minnesota rules. The Provider shall make every reasonable effort to maintain sufficient resources to deliver the purchased services.
- C. Providers who furnish services to persons eighteen (18) years and older served under this current contract must comply with the Maltreatment of Vulnerable Adults mandated reporting requirements as defined in Minnesota Statutes, Chapter 626. The Provider must follow all reporting requirements as defined in Minnesota Statutes, Section 626.557. The Provider must also show that staff training is completed in the areas of what must be reported, local common entry point contacts and follow up within the Provider's agency.
- D. Providers who furnish services to persons under the age of eighteen (18) must comply with the Maltreatment of Minors mandated reporting requirements as defined in Minnesota Statutes, Chapter 626, Section 626.556. The Provider must follow all reporting requirements as defined in Minnesota Statutes, Chapters 245 A and 626. The Provider must also show that staff training is completed in the areas of what must be reported, who to report to and follow up within the Provider's agency.
- E. The Provider agrees to comply with the County's Limited English Proficiency Plan and the U.S. Department of Health and Human Services Office of Minority Health's "National Standards for Culturally and Linguistically Appropriate Services in Health Care." For Medical Assistance funded services, interpreter costs shall be billed to Medical Assistance. Interpreter costs for non-Medical Assistance funded services shall be the financial responsibility of the Provider.
- F. Other provisions for cancellation of this Agreement notwithstanding, failure to meet the requirements of paragraphs A, B, C, D, and E as stated above, may be cause for cancellation of this Agreement effective as of the receipt of notice of cancellation.

**IX. SAFEGUARD OF RECIPIENT INFORMATION AND HIPAA COMPLIANCE**

- A. The use or disclosure by any party of information concerning an eligible recipient in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, or for any responsibility with respect to the purchased services hereunder is prohibited except on written consent of such eligible recipient, the recipient's attorney or the recipient's responsible parent or guardian.
- B. To the extent that the Provider performs a function or activity involving the use of "protected health information" (45 CFR 164.501), on behalf of the County, including, but not limited to: providing health care services; health care claims processing or administration; data analysis,

processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re-pricing; or otherwise as provided by 45 CFR Part 160.103, the Provider is a business associate of Beltrami County for purposes of the Health Insurance Portability and Accountability Act of 1996. Furthermore, by signing this Agreement, the Provider agrees to comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191, and its implementing regulations (45 CFR Parts 160-164).

- C. The Provider and its designees will ensure the privacy and protection of client records according to Federal and State laws, including 42 CFR Part 2; Minnesota Statutes, Chapter 13 and Chapter 254A; and Minnesota Rules, Chapter 1205 and Chapter 9530.
- D. The individual employed by the Provider who is designated to ensure compliance with the Minnesota Government Data Practices Act, in accordance with Minnesota Statutes, Chapter 13, Section 13.46, Subdivision 10, Paragraph (b), and Health Insurance Portability and Accountability Act shall be Wendy Thompson.
- E. The County shall ensure that a joint Release of Information document is completed to provide private information to the Provider pursuant to Minnesota Rules, Chapter 1205, Parts 1205.0100 to 1205.2000.

**X. EQUAL EMPLOYMENT OPPORTUNITY, CIVIL RIGHTS AND NON-DISCRIMINATION**

- A. The Provider agrees to comply with the Civil Rights Act of 1964, including Title VI (42 USC 2000d) Executive Order No. 13166, compliance with Limited English Proficiency requirements; Title VII (42 USC 2000e), Executive Order No. 11246, discrimination on the basis of sex; the Rehabilitation Act of 1973 as amended by Section 504; the Minnesota Human Rights Act (Minnesota Statutes, Chapter 363A); and all applicable federal and state laws, rules, regulations and orders prohibiting discrimination in employment, facilities and services. The Provider shall not discriminate in employment, facilities and in the rendering of purchased services herein on the basis of race, color, religion, age, sex, disability, marital status, public assistance status, creed or national origin.
- B. To the extent applicable, the Provider certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Chapter 363A, Section 363A.36. This section only applies if the contract is for more than \$100,000.00 and the Provider has employed forty (40) or more employees within the State of Minnesota on a single working day during the previous twelve (12) months.
- C. It is the County's policy that all providers desiring to do business with the County adhere to the principles of Equal Employment Opportunity and Affirmative Action. This requires not only that providers do not unlawfully discriminate in any condition of employment on the basis of race, color, sex, religion, national origin, age or disability, but that they also take affirmative action to ensure positive progress in Equal Opportunity Employment.

**XI. FAIR HEARING AND GRIEVANCE PROCEDURES**

- A. The Agency agrees to provide for a fair hearing and grievance procedure for each person receiving services under this Agreement in conformance with Minnesota Statutes, Chapter 256, Section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.
- B. The Agency will advise applicants and eligible persons of their rights to a fair hearing in the appeal process, including, but not limited to, their right to appeal a denial or exclusion from the program or failure to recognize an eligible person's choice of service and of his/her rights to a fair hearing in these respects.

**XII. BONDING, INDEMNITY AND INSURANCE**

- A. Bonding: The Provider will be required to maintain at all times during the term of this Contract a fidelity bond or insurance coverage for employee dishonesty, with a minimum amount of \$25,000.00, covering the activity of each person authorized to receive or distribute monies under the term of this Contract. A copy of the Provider's bond or insurance certificate shall be delivered to the Agency at the beginning of this Contract term and on an annual basis thereafter.
  
- B. Hold Harmless and Indemnification: The Provider agrees to defend, indemnify, and hold harmless Beltrami County, its employees and officials from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission on the part of the Provider, or its subcontractors, partners or independent providers or any of their agents or employees in the performance of or with relation to any of the work or services to be performed or furnished by the Provider or the subcontractors, partners, or independent providers or any of their agents or employees under this Agreement.

The Provider agrees that it will at all times indemnify and hold harmless the County from any and all liability for loss, damage or injuries arising from its performance under this Agreement if:

- 1. By reason of any service recipients suffer personal injury, death, or property loss or damages either while participating in or receiving from the Provider care and services to be furnished by the Provider under this Agreement, or while on premises owned, leased, or operated by the Provider, or while being transported to or from the premises in a vehicle owned, operated, chartered, or otherwise contracted for by the Provider or its employees or assigns;
  
  - 2. By reason of any service a recipient causes injury to, or damage to, the property of another person during any time when the Provider, the Provider's assigns or employees thereof have undertaken or are furnishing the care or service called for under this Agreement.
- C. Insurance: The Provider's insurance shall be primary for all claims related to its contractual obligations. The Provider agrees that in order to protect itself as well as the County under the indemnity provisions set forth above, it will, at all times during the term of this Agreement, have the following minimum coverage and limits of liability:

Commercial General Liability:

The Minimum Limits of Liability must be:

- \$3,000,000 Aggregate
- \$3,000,000 Products and Completed Operations Aggregate
- \$1,000,000 Personal Injury and Advertising Injury
- \$1,500,000 Each Occurrence
- \$ 100,000 Fire Damage Liability
- \$ 5,000 Medical Expense

- ◆ The policy shall be written on an occurrence basis, not a claims-made basis. Beltrami County must be listed as an Additional Insured with respect to this Agreement.

Professional Liability Coverage:

The Minimum Limits of Liability must be:

- \$2,000,000 Per Wrongful Act or Occurrence
- \$4,000,000 Annual Aggregate

Certificate of Insurance:

- ◆ The Provider must furnish the County with an original Certificate of Insurance within thirty (30) days before the work commences.
- ◆ The Certificate must include a minimum sixty (60) day written notice of intent to cancel, suspend or reduce coverage.
- ◆ The County prefers that the Provider's insurance be placed with insurers with a current A.M. Best rating of no less than A:VII.
- ◆ The Certificate must identify the County as an Additional insured on applicable liability policies with respect to this Agreement.

Worker's Compensation and Employer's Liability Coverage:

- ◆ Worker's Compensation limits are to be statutory per applicable state and federal laws.
- ◆ The Provider's Minimum Limits of Coverage must be:
  - Bodily Injury by Accident: \$500,000 Each Accident
  - Bodily Injury by Disease: \$500,000 Each Employee
  - Bodily Injury by Disease: \$500,000 Policy Limit

**XIII. PROVIDER DEBARMENT, SUSPENSION AND RESPONSIBILITY CERTIFICATION**

The Provider shall ensure that neither it nor any of its owners, managers, or employees or its subcontractors or the owners, managers, or employees of the subcontractors assigned to provide services pursuant to this Contract have been debarred or excluded from Medicaid or any other federally funded health care program under the provisions of the Social Security Act, 42 USC 1320a-7. In addition, Federal Regulation 45 CFR 92.35 prohibits the State/County from purchasing goods or services with federal money from providers who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Chapter 16C, Section 16C.03, Subdivision 2 provides the Commissioner of Administration with the authority to debar and suspend providers who seek to contract with the State/County. Providers may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By signing this Contract, the Provider certifies that it and its principals\* and employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or County; and
- B. Have not within a three-year period preceding this Contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Contract are in violation of any of the certifications set forth above; and

- E. Shall immediately give written notice to the Agency's Contracting Officer should the Provider come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing theft, embezzlement, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

\* "Principals" for the purpose of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment and similar positions.)

Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at [oig.hhs.gov/fraud/exclusions.html](http://oig.hhs.gov/fraud/exclusions.html).

If you do not have access to the website, and/or need the information in an alternative format, contact: Beltrami County Health and Human Services at (218) 333-4223.

**XIV. SUBCONTRACTING**

- A. The Provider shall not enter into subcontracts for any of the work contemplated under this Agreement without written approval from the Agency. All subcontractors shall be subject to and shall meet all of the requirements of this Agreement.

- B. The Provider shall ensure that any and all subcontracts to provide services under this Agreement shall contain the following language:

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

- C. The Provider agrees to be responsible for the performance of any subcontractor to ensure compliance with the subcontract and Minnesota rules.

**XV. INDEPENDENT CONTRACTOR**

It is agreed that nothing contained in this Agreement, including the payment provisions as specified above for the full term or any portion or extension of the agreement period, is intended or should be construed as creating the relationship of co-partners, joint ventures, or an association with Beltrami County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered employees, agents and representatives of Beltrami County. The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship claims that may or might arise under the Worker's Compensation Act of the

State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider. Its officers, agents, contractors or employees shall in no way be the responsibility of the County; and the Provider shall defend, indemnify, and hold the County, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, County, board, commission or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Worker's Compensation, Unemployment Insurance, disability, severance pay and PERA.

**XVI. CONDITIONS OF THE PARTIES' OBLIGATIONS**

- A. The Provider in accordance with Minnesota Statutes, Chapter 13, Section 13.46, Subdivisions 7, 8 and 9 agrees to allow personnel from the County, the Minnesota Department of Human Services and the State Department of Health where applicable, access to the Provider's records at reasonable hours to exercise their responsibility to monitor services.
- B. The Provider agrees to cooperate fully with Beltrami County Health and Human Services in the development and implementation of both qualitative and quantitative assessment of the Provider's services. Evaluation data collected will be used by the Beltrami County Board of Commissioners in its funding decisions. The Provider will submit financial, statistical, service utilization and outcome reports to the Agency each quarter.
- C. In the event there is a revision of State or Federal regulations that might result in the Provider's ineligibility for Federal or State financial participation, all parties will review this Agreement and renegotiate those terms necessary to bring this Agreement into compliance with the new regulations. It is understood and agreed that in the event the reimbursement to the Provider from State and Federal sources is not obtained or continued at a level sufficient to allow for the purchase of the indicated quantity of purchased services, the obligations of each party hereunder shall thereupon be terminated.
- D. No claim for services furnished by the Provider, not specifically provided in this Agreement, will be allowed by the County, nor shall the Provider do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the County. Such approval shall be considered to be a modification of this Agreement.
- E. In accordance with Minnesota Statutes, Chapter 245, Section 245.466, Subdivision 3 (1), the Commissioner of the Minnesota Department of Human Services is a third-party beneficiary to this Agreement.
- F. Any alterations, variations, modifications or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
- G. Before the termination date of this Agreement, the County may evaluate the performance of the Provider in regard to terms of this Agreement to determine whether such performance merits renewal of this Agreement.
- H. The Provider agrees that it is and will remain in compliance with the Minnesota Health Care Programs provider requirements for Medicaid (MA) certified and enrolled providers of the State's MA network under the provider enrollment conditions of the participation agreement form (DHS-4138, 8/06), according to Minnesota Statutes, Chapter 256B, Section 256B.0644 and Minnesota Rules, Chapter 9505, Parts 9505.5200 through 9505.5240.

**XVII. CANCELLATION AND TERMINATION OF CONTRACT**

- A. Revocation of the Provider's license shall be cause for cancellation of this Agreement effective upon receipt of the cancellation notice, other provisions for cancellation of this Agreement notwithstanding.
- B. **With or Without Cause:** This Contract may be terminated without cause by either party upon thirty (30) calendar day's written notice to the other party. Either party may terminate this Contract for cause by giving ten (10) business days written notice of its intent to terminate to the other party unless the other party cures the default within the 10 day period. Notwithstanding the foregoing, termination based on noncompliance with Section XVIII, Conditions of the Parties' Obligations, shall occur on the date provided in the written Notice of Termination.
- C. **Termination by County – Lack of Funding:** Notwithstanding any provision of this Contract to the contrary, the County may **immediately terminate** this Contract if it does not obtain funding from the Minnesota Legislature, Minnesota state agencies, federal or other funding sources, or if its funding cannot be continued at a level sufficient to allow payment of the amounts due under this Contract. The County or other Financially Responsible Agency is not obligated to pay for any services performed by the Provider after written Notice of Termination for lack of funding is sent to the Provider. The County or other Financially Responsible Agency will not be assessed any penalty or damages if the Contract is terminated due to lack of funding.
- D. **Written Notice of Termination:** Other than noted in Section XIX, part C of this Contract, this Agreement shall continue in effect until terminated by either party, upon thirty (30) days written notice, delivered by certified mail or in person to the other party. Notice is deemed effective upon deposit of written notice in the United States Mail, postage pre-paid and addressed to the party authorized to receive notice, as provided herein. Provider notice will be delivered to Wendy Thompson, Executive Director, Beltrami Area Service Collaborative, 616 America Avenue NW, Suite 160, Bemidji, MN 56601. County notice will be delivered to Becky Secore, Director, Beltrami County Health and Human Services, 616 America Avenue NW, Bemidji, MN 56601.
- E. **Duties of the Provider Upon Termination:** Upon receipt of a Notice of Termination, and except as otherwise provided, the Provider shall:
1. Discontinue performance of this Contract on the date and to the extent specified in the Notice of Termination.
  2. Immediately notify all persons who are receiving services pursuant to this Contract.
  3. Cancel all orders and subcontracts to the extent that they relate to the performance cancelled by the Notice of Termination.
  4. Complete performance of such terms as shall not have been cancelled by the Notice of Termination.
  5. Submit a final invoice for services provided prior to termination, within thirty (30) calendar days of the date of termination.
  6. Retain the records of the persons for at least five (5) years following the termination of services (Minnesota Statutes, Section 245B.07, Subdivision 3 and Minnesota Rules, Part 9505.2190).
  7. Transfer the person's records to the new Provider of services and work cooperatively with the new Provider until a smooth transition is made.



- F. **Duties of County or Other Financially Responsible Agency Upon Termination:** Upon receipt of a Notice of Termination, and except as otherwise provided, the County or other Financially Responsible Agency shall:
1. Not be liable for any services provided after the date of the Notice of Termination, except as stated above or as authorized in writing by the County or other Agency with Financial Responsibility.
  2. Within thirty (30) calendar days of receipt of a final invoice, make final payment for any services satisfactorily provided up through the date of termination in accordance with the terms of this Contract.
- G. **Effect of Termination:** Termination of this Contract shall not discharge any liability, responsibility or right of any party that arises from the performance of or failure to perform the terms of this Contract adequately prior to the effective date of termination.
- H. In the event of default by the Provider, the County may cancel this Agreement immediately by sending written notice of cancellation to the Provider at its principal business address. The Provider's failure to abide by any of the terms, conditions, or requirements expressed in this Agreement shall constitute a default if not corrected within ten (10) days of receipt of written notice of deficiency from the County. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by an authorized representative of the County Board, under resolution of the Board.
- I. In the event of default by the County, the Provider may cancel this Agreement immediately by sending written notice to Beltrami County Health and Human Services at its principle business address. The County's failure to abide by any of the terms, conditions, or requirements expressed in this Agreement shall constitute a default if not corrected within ten (10) days of receipt of written notice of deficiency from the Provider.

#### **XVIII. MISCELLANEOUS**

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

#### **XIX. ENTIRE AGREEMENT**

- A. It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as a previous agreement presently in effect between the Provider and County relating to the subject matter hereof.
- B. The provisions of this Agreement are severable. If a court of law upholds any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such ruling shall not

affect the remaining portions of this Agreement.

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

**IN WITNESS WHEREOF**, Beltrami County and the Provider have executed this Contract as of the day and year first written above. The Provider, having signed this Contract, and the Beltrami County Board of Commissioners having duly approved this Contract and pursuant to such approval and the proper County officials having signed this Contract, the parties hereto agree to be bound by the provisions herein set forth according to Minnesota Statutes, Chapter 256, Section 256.0112.

**FOR THE COUNTY:**

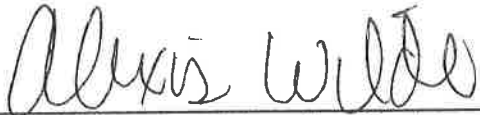
\_\_\_\_\_  
Craig Gaasvig, Chairman  
Beltrami County Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeffrey Lind, Social Services Director  
Beltrami County Health and Human Services

\_\_\_\_\_  
Date

**FOR THE PROVIDER:**

  
\_\_\_\_\_  
Wendy Thompson, Executive Director  
Beltrami Area Service Collaborative

  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND EXECUTION DATE:**

\_\_\_\_\_  
David Hanson, Beltrami County Attorney

\_\_\_\_\_  
Date



**Date: June 16, 2020**  
**Beltrami County Commission**  
**Consent Agenda**

## **AGENDA BILL**

**SUBJECT:** Child Care Licensing

**RECOMMENDATIONS:** County Board Approval

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**DEPARTMENT OF ORIGIN:** HEALTH & HUMAN SERVICES / Adult Services

**CONTACT PERSON (Name and Phone Number):** Becky Secore; 333-4195

**DATE SUBMITTED:** June 1, 2020

**CLEARANCES:** Minnesota Department of Human Services

**BUDGET IMPACT:** None

**EXHIBITS:** Attached List of Licensed Homes

**SUMMARY STATEMENT:** To Approve: New, Renewal or Closing of Family Child Care Homes.

**CONSENT AGENDA**  
**Child Care Licensing**





**Date: June 16, 2020**  
**Beltrami County Commission**  
**Consent Agenda**

## **AGENDA BILL**

**SUBJECT:** Family Foster Care Licensing

**RECOMMENDATIONS:** County Board Approval

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**DEPARTMENT OF ORIGIN:** HEALTH & HUMAN SERVICES / Children's Services

**CONTACT PERSON (Name and Phone Number):** Becky Nash; 333-8251

**DATE SUBMITTED:** June 1, 2020

**CLEARANCES:** Minnesota Department of Human Services  
Health and Human Services Director

**BUDGET IMPACT:** None

**SUMMARY STATEMENT:** To Approve: New, Renewal or Closing of Family Foster Care Homes.

**BELTRAMI COUNTY BOARD MEETING**  
**June 16, 2020**

**LICENSING OF FOSTER FAMILY HOMES FOR CHILDREN**

**NEW LICENSURE**

Debra and Darwin Wiebolt (relative)  
5317 Swan Ln NE  
Bemidji, MN 56601

Lic # 1104447

Shannon and Ryan Nelson (relative)  
525 Spirit Lake Rd NE, #4  
Wilton, MN 56601

Lic # 1102861

**RENEWAL**

Laura and Christopher Allery (traditional)  
1403 Bixby St. NE  
Bemidji, MN 56601

Lic # 1086234

**Closed**

Darald & Lorraine Holthusen  
59340 Tresselt Drive NW  
Grygla, MN 56727

Jessica & Rob Mahto  
708 Kennedy Drive SW  
Bemidji, MN 56601

Anna & Brad DeJager  
4050 Southgate Lane SW  
Bemidji, MN 56601

Molly Tibbetts  
915 Carter Circle SE  
Bemidji, MN 56601

LSS Tamarack (corporate)  
727 26th St  
Bemidji, MN 56601



**DATE: June 16, 2020  
Beltrami County Commission  
Regular Meeting Agenda**

## **AGENDA BILL**

**SUBJECT:** Commissioners' Business Items

**RECOMMENDATIONS:** Discussion

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**DEPARTMENT OF ORIGIN:** N/A

**CONTACT PERSON (Name and Phone Number):** N/A

**DATE SUBMITTED:** June 12, 2020

**CLEARANCES:** N/A

**BUDGET IMPACT:** N/A

**EXHIBITS:** N/A

**SUMMARY STATEMENT:**

Discussion of:

- Legislative/Lobbying Issues
- Commissioners' Reports
- Review Upcoming Meeting Schedule



**BELTRAMI COUNTY BOARD OF COMMISSIONERS**  
**PROPOSED 2020 MEETING SCHEDULE**

**June 16, 2020**

3:00 p.m. Work Meeting, Commissioner's Conference Room  
Beltrami County Administration Building

5:00 p.m. Regular Board Meeting, Board Room  
Beltrami County Administration Building

6:00 p.m. BOARD OF APPEAL & EQUALIZATION

**July 7, 2020**

3:00 p.m. Work Meeting, Commissioner's Conference Room  
Beltrami County Administration Building

5:00 p.m. Regular Board Meeting, Board Room  
Beltrami County Administration Building

**July 21, 2020**

3:00 p.m. Work Meeting, Commissioner's Conference Room  
Beltrami County Administration Building

5:00 p.m. Regular Board Meeting, Board Room  
Beltrami County Administration Building

**August 4, 2020**

3:00 p.m. Work Meeting, Commissioner's Conference Room  
Beltrami County Administration Building

5:00 p.m. Regular Board Meeting, Board Room  
Beltrami County Administration Building

**August 18, 2020**

3:00 p.m. Work Meeting, Commissioner's Conference Room  
Beltrami County Administration Building

5:00 p.m. Regular Board Meeting, Board Room  
Beltrami County Administration Building

**September 1, 2020**

3:00 p.m. Work Meeting, Commissioner's Conference Room  
Beltrami County Administration Building

5:00 p.m. Regular Board Meeting, Board Room  
Beltrami County Administration Building

**September 15, 2020**

3:00 p.m. Work Meeting, Commissioner's Conference Room  
Beltrami County Administration Building

5:00 p.m. Regular Board Meeting, Board Room  
Beltrami County Administration Building

**October 6, 2020**

3:00 p.m. Work Meeting, Commissioner's Conference Room  
Beltrami County Administration Building

5:00 p.m. Regular Board Meeting, Board Room  
Beltrami County Administration Building

**October 20, 2020**

3:00 p.m. Work Meeting, Commissioner's Conference Room  
Beltrami County Administration Building

5:00 p.m. Regular Board Meeting, Board Room  
Beltrami County Administration Building

**November 3, 2020**

3:00 p.m. Work Meeting, Commissioner's Conference Room  
Beltrami County Administration Building  
5:00 p.m. Regular Board Meeting, Board Room  
Beltrami County Administration Building

**November 17, 2020**

3:00 p.m. Work Meeting, Commissioner's Conference Room  
Beltrami County Administration Building  
5:00 p.m. Regular Board Meeting, Board Room  
Beltrami County Administration Building

**December 1, 2020**

3:00 p.m. Work Meeting, Commissioner's Conference Room  
Beltrami County Administration Building  
5:00 p.m. Regular Board Meeting, Board Room  
Beltrami County Administration Building  
**6:00 p.m. Budget Hearing/Truth in Taxation Hearing**

**December 15, 2020**

3:00 p.m. Work Meeting, Commissioner's Conference Room  
Beltrami County Administration Building  
5:00 p.m. Regular Board Meeting, Board Room  
Beltrami County Administration Building

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**Township Officer Meeting:**

**Northern Town Hall**

**Beltrami Association of Officers (BATO)**

**4<sup>th</sup> Tuesday @ 6:30 pm**

April 28 Jim Lucachick  
October 27 Craig Gaasvig

**Chat-About Radio Sessions:**

**Arrive to tape interview at 9:00 a.m.**

Jan. 7 Reed Olson  
Jan. 21 Richard Anderson  
Feb. 4 Craig Gaasvig  
Feb. 18 Tim Sumner  
March 3 Jim Lucachick  
March 17 Reed Olson  
April 7 Richard Anderson  
April 21 Craig Gaasvig  
May 5 Tim Sumner  
May 19 Jim Lucachick  
June 2 Reed Olson  
June 16 Richard Anderson  
July 7 Craig Gaasvig  
July 21 Tim Sumner  
Aug. 4 Jim Lucachick  
Aug. 18 Reed Olson  
Sept. 1 Richard Anderson  
Sept. 15 Craig Gaasvig  
Oct. 6 Tim Sumner  
Oct. 20 Jim Lucachick  
Nov. 3 Reed Olson  
Nov. 17 Richard Anderson  
Dec. 1 Craig Gaasvig  
Dec. 15 Tim Sumner

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**Management Team Schedule**  
**County Commissioners Room**  
**Monthly @ 8:15 am**  
*Subject to change*

Jan. 15	Craig Gaasvig
Feb. 12	Reed Olson
March 11	Richard Anderson
April 15	Tim Sumner
May 13	Jim Lucachick
June 10	Craig Gaasvig
July 15	Reed Olson
Aug. 12	Richard Anderson
Sept. 9	Tim Sumner
Oct. 14	Jim Lucachick
Nov. 11	Craig Gaasvig
Dec. 9	Reed Olson