



# BELTRAMI COUNTY

## WORK MEETING AGENDA

Beltrami County Board of Commissioners  
December 3, 2024  
3:00 p.m.

Meeting to be Held in the County Board Room  
County Administration Building, 701 Minnesota Ave NW  
Bemidji, MN

**A link to the [livestream](#) will be available on the Board Meeting Agendas and Minutes page of the County Website.**

1. Call to Order – 3:00 p.m.
2. Introduction of New Employees
3. Identify Future Work Meeting Topics
4. EMBER Services Agreements – 3:05 p.m. Pg.1
5. 2025 Legislative Platform Discussion – 3:25 p.m. Pg.35
6. 2025 Legislative Lobbyist Contract Review– 3:45 p.m. Pg.41
7. MNCare & Medical Assistance Eligibility Expansion Update – 3:55 p.m. Pg.45
8. Development Fund Update – 4:10 p.m. Pg.51
9. Transit Sales Tax Projects Renewal Public Hearing Date – 4:15 p.m. Pg.52
10. 2025 Board Meeting Schedule Review – 4:20 p.m. Pg.54
11. 2025 Commissioner Committee Assignments Review – 4:30 p.m. Pg.58
12. Administrator’s Update – 4:45 p.m.
13. Other Business Items – 4:50 p.m.  
a) Review Bills
14. Review Agenda for the December 3, 2024 Regular Board Meeting – 4:55 p.m.
15. Adjourn – 5:00 p.m.



Meeting Date: December 3, 2023  
Beltrami County Commission  
Work Agenda

**WORK AGENDA BILL**

**SUBJECT: EMBER Services Agreements**

**RECOMMENDATIONS:** Discuss the Service Agreements with Sanford Health to  
Provide SUD and Mental Health Services in the County Jail

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**DEPARTMENT OF ORIGIN:** Beltrami County Sheriff's Office

**CONTACT PERSON:** Jarrett Walton, Chief Deputy, 218-333-4207

**DATE SUBMITTED:** November 26, 2024

**CLEARANCES:** County Administrator Tom Barry/County Attorney David Hanson

**BUDGET IMPACT:** Already Budgeted

**EXHIBITS:**

- 1) EMBER Program Services Agreement
- 2) Psychotherapy Services Agreement

**SUMMARY STATEMENT:**

The Beltrami County Sheriff's Office has been working for several years with Sanford Health Bemidji to develop and provide Comprehensive Mental Health and SUD services for inmates at the Beltrami County Jail (EMBER Project). We would like to enter into a contract/service agreements (see attached) with Sanford Health to define terms, services and costs associated with the EMBER Program. Collectively, the two service agreements constitute the EMBER Program.

**EMBER PROGRAM SERVICE AGREEMENT**

**THIS AGREEMENT** is made effective December 1, 2024, by and between Beltrami County, through the Beltrami County Sheriff's Office, 701 Minnesota Avenue NW, Bemidji, Minnesota 56601, (herein "County"), and Sanford Health of Northern Minnesota, 1705 Anne Street NW Bemidji, MN 56601, (herein "Provider").

**WITNESSETH**

**WHEREAS**, pursuant to Minnesota Statutes, § 402.02, the County has identified a certain population within Beltrami County that is in need of mental health services; and

**WHEREAS**, Minnesota Statutes, Chapter 245, Sections 245.461 to 245.4863 establishes the Minnesota Comprehensive Adult Mental Health Act and Community Support and Day Treatment Services; and

**WHEREAS**, in accordance with Minnesota Statutes, §§ 387.11, and 641.15, the Beltrami County Sheriff shall keep and maintain a County Jail and the County shall provide suitable medical care for inmates, including mental health care; and

**WHEREAS**, the County has authorized its Sheriff to offer Embrace/Motivate/Belief/Execute/Remedy ("EMBER") services and to provide mental health services inside of the Beltrami County Jail; and

**WHEREAS**, the Provider represents that it is duly qualified and willing to furnish such services and is eligible to receive funding through the County; and

**WHEREAS**, the Provider submitted a request for quote (RFQ) response to the County detailing its plan for EMBER services in the Beltrami County Jail; and

**WHEREAS**, the County has accepted the Provider's RFQ response and desires to establish the terms of the EMBER services through this Agreement.

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

**I. PROVIDER'S RESPONSIBILITIES**

- A. The Provider agrees to furnish comprehensive behavioral health (EMBER) services in the Beltrami County Jail in accordance with Minnesota Department of Human Services Rules and as described in this Agreement. Client-specific services will be provided as described in each client's individual treatment plan.
- B. The Provider agrees to coordinate services with county case managers and residential and community-based providers, in order to avoid duplication of services, achieve

cost-efficiencies, and provide a continuum of services that address individual needs. In the event the Provider is unable to provide specific services in a client's service/care plan, or anticipates it will be unable to do so, the parties shall work together to determine available alternatives, including potential modification of the applicable plan.

- C. The Provider agrees to maintain at all times during the term of this Agreement, a process whereby its current and prospective employees, agents, 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. The County intends to complete these background studies before Provider's employees, agents, and volunteers can provide services with or without supervision.
- D. 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.

## **II. SERVICES TO BE PROVIDED**

- A. The Provider agrees to provide comprehensive behavioral health (EMBER) services in the Beltrami County Jail, to be defined to include the following services, and any other services as may be agreed-upon by the parties in writing (the "Services"):
  - 1. Comprehensive Substance Use Assessment
  - 2. Medication Management
  - 3. Individual and Group Substance Use Treatment
  - 4. Care Coordination to support internal (during incarceration) and external (planning and follow along discharge).
  - 5. Peer Recovery
- B. The Services are anticipated to be provided through in-person and virtual encounters, with the latter further addressed in the Telemedicine Services Agreement at Exhibit A. The County agrees to provide physical space sufficient for Provider to provide the Services on-site, and agrees to purchase and/or supply all necessary, non-medical equipment attendant to the delivery of these Services. The County additionally agrees to provide information technology infrastructure necessary for the delivery of telehealth services. The County shall reasonably coordinate with the Provider to

ensure all clients are available as and when necessary for the delivery of the Services contemplated by this Agreement.

### **III. BILLING OF SERVICES**

- A. The County and the Provider agree the Services are not available without cost. The Provider certifies that payment claims for the Services do not reflect any costs assignable to private pay or third-party payers, nor do they exceed the rates charged to those payers.
- B. In the event any Services provided to eligible persons may be reimbursed by private health insurance, Title XIX Medical Assistance, Minnesota Care or General Assistance Medical Care, or any other funding source, the Provider shall bill such third-parties before billing the County, in accordance with Minn. Stat. § 641.15 subd. 2, or successor statute.
- C. For Services in section IIA(2) which are not reimbursable by any third-party payers or payment sources, the County agrees to pay the then-current Medicaid rate for the specific Services provided, in accordance with Minn. Stat. § 641.15 subd. 2, or successor statute. For all other Services, the Provider shall be reimbursed at the rate of \$150.00 per hour for the Services. The Provider agrees to submit all charges in a form acceptable to the County's invoice processing system on a monthly basis.
- D. The County will make payment within thirty-five (35) days from the receipt of the invoice. If the invoice is incorrect, the County will notify the Provider within ten (10) working days of receiving the incorrect invoice. Upon receiving the corrected invoice, the County will make payment within thirty-five (35) days.
- E. The Provider agrees to notify the County if full or partial payment is received from any other source for any eligible person that was also paid by the County. In such cases, the Provider shall return to the County any duplicate payment by the County for such eligible persons.
- F. The Provider shall make every reasonable effort to maintain sufficient resources to deliver the Services, and will collaborate with the County in the event sufficient resources are not available, as more fully described in Section I(B).

### **IV. ELIGIBILITY FOR SERVICES**

The parties shall collaborate to identify those inmates who are eligible for Services under this Agreement. Client eligibility shall be determined either through a recommendation from the jail's step-down assessment, or through consultation in the weekly mental health meeting between the County and the Provider. The final eligibility determination for any client shall be made by the County. The County shall communicate to the Provider which Services are authorized for payment.



- A. If the County has sufficient reason to believe that the safety or well-being of a client receiving Services may be endangered by actions of the Provider, its employees, agents, and/or volunteers, the County may require that the Provider immediately terminate furnishing Services to the client. The County may also remove the client from the care of the Provider. These actions may be taken forthwith and may continue for such a period as is reasonably necessary for the County to determine that the safety and well-being of the client has been assured. If it is determined that the safety and well-being of the client will remain in jeopardy, the County may terminate this Agreement for a specific individual. No payment shall be made for the specific client at issue, for the period during which Services are suspended or terminated for that client. In the event of such suspension or termination, the Provider shall be entitled to payment, determined on a pro rata basis for the work or Services satisfactorily performed for the client at issue.

**V. INDIVIDUAL SERVICE AND TREATMENT PLANNING**

- A. The Parties understand and agree that all Services provided to an eligible client under the terms of this Agreement shall be in accordance with his or her individual community support plan and individual treatment plan. The Provider agrees to develop the client's treatment plan and coordinate service delivery with the client's case manager, to the extent required under Minnesota Statutes, Chapter 245, Section 245.4711, Subdivision 5. The County shall use best efforts to facilitate meetings and coordination between the case manager and the Provider to ensure continuity and successful integration of individual treatment plans, and any applicable community support plan.
- B. All Services provided to eligible persons under the terms of this Agreement shall be directed toward the client's achievement of the goals and objectives identified in the client's individual treatment plan. Performance of the Provider will be monitored and evaluated in accordance with client outcomes as specified in the individual treatment plan and individual community support plan.
- C. The Provider agrees to have a plan in place for backup assistance when staff are not available and lack of immediate care and supervision would pose a serious threat to the health and well-being of the person(s) served. The Provider shall furnish this plan to the County.

**VI. RECORDS, RECORD DISCLOSURES, REPORTS AND EVALUATION**

- A. Any and all patient/client records and charts produced as a result of the Provider's performance under this Agreement shall be and remain the property of the Provider. Both during and after the term of this Agreement, the County shall be permitted to inspect and/or duplicate, at the County's sole cost and expense, any individual chart

or record to the extent necessary to meet the County's responsibilities to such patient(s)/client(s) and/or to assist in the defense of any claim to which such chart or record may be pertinent; provided, however, that such inspection or duplication shall only be permitted and conducted as permitted by law and by commonly accepted standards of patient confidentiality. The County shall be solely responsible for maintaining patient confidentiality with respect to any information obtained by the County pursuant to this section.

- B. The County shall monitor and evaluate the Provider's performance under this Agreement. County procedures for monitoring and evaluating may include, but are not limited to: 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. All rights of review and monitoring granted to the County under this Section VI(B), and this Agreement as a whole, are limited solely to those records, reports, documents, data, and other information which are directly related to the Services being provided under this Agreement.
- C. Within ninety (90) days of the close of this Agreement, upon request by the County, the Provider agrees to furnish to the County a detailed un-audited year-end revenue and expense statement and balance sheet for the term of this Agreement.
- D. The Provider further agrees to maintain all pertinent financial records pertaining to this Agreement for six (6) years for audit purposes at Sanford Health of Northern Minnesota, 1705 Anne Street NW, Bemidji, MN 56601. This shall be in accordance with Minnesota Statutes, Chapter 16C, Section 16C.05, Subdivision 5.
- E. The Provider shall, upon reasonable notice, meet with County personnel to assist the County in evaluation of Services.

## **VII. STANDARDS, LICENSES, CERTIFICATIONS AND TRAINING**

- A. The Provider represents that it will remain qualified to furnish the Services in accordance with the applicable provisions of federal law, Minnesota Statutes and Rules, and this Agreement.
- 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 all applicable laws and regulations.
- C. The Provider shall provide the Services in accordance with all applicable law. This shall include, but not be limited to, compliance with all federal state and privacy laws (including HIPAA), as well as all state reporting requirements.

- D. 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 County.

**VIII. 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 on compliance with Limited English Proficiency requirements; Title VII (42 USC 2000e), Executive Order No. 11246 on 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 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 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. 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 active steps to ensure positive progress in Equal Employment Opportunity.

**IX. BONDING, INDEMNITY, AND INSURANCE**

- A. Bonding: The Provider will be required to maintain at all times during the term of this Agreement, 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 Agreement. A copy of the Provider's bond or insurance certificate shall be delivered to the County at the beginning of this Agreement term and on an annual basis thereafter.
- B. Hold Harmless and Indemnification: To the fullest extent provided by law, each party agrees to defend, indemnify, and hold the other party, its employees, agents,



trustees, officers, and officials, harmless from any third-party claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission of the indemnifying party, or its subcontractors, partners or independent contractors 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 indemnifying party under this Agreement.

- C. Insurance: Any insurance required to be carried by the Provider shall be primary and not in excess to any other coverage by the County.

The Provider's insurance companies are preferred to maintain a financial rating that is a current A.M. best rating of no less than A:VII, if the Provider is self-insured, review of financial information directly related to the self-insurance may be required.

Coverage must be in force for the complete term of the Agreement. If the insurance expires during the term of the Agreement a new certificate of the insurance must be received by the member at least 10 days prior to the expiration date. The insurance must meet the terms of the original contract.

The Provider must provide a minimum of sixty (60) days advance notice to the County of any substantial change or cancelation of any of the insurance policies listed on the certificate of insurance.

The Provider is responsible for any deductible or self-insured retention contained within the Provider's insurance program.

In the event the Provider fails to keep in effect at all times the specified insurance coverage, the County may in addition to any other remedies it may have, terminate the occurrence of such event, subject to the provisions of the Agreement.

Commercial General Liability:

The Minimum Limits of Liability must be:

\$3,000,000 Aggregate

\$3,000,000 Products and Completed Operations Aggregate

\$1,500,000 Each Occurrence

- ◆ 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. An excess or umbrella liability policy may be used in conjunction with primary coverage to meet the minimum limit requirements.

Professional Liability Coverage:

The Minimum Limits of Liability must be:

\$2,000,000 Per Wrongful Act or Occurrence

\$4,000,000 Annual Aggregate

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

**X. 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 Agreement 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 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 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.

The Provider certifies to the best of its actual knowledge that it, its officer, directors, and employees performing under this Agreement:

- 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 Agreement: 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 Agreement are in violation of any of the certifications set forth above; and

- E. Shall immediately give written notice to the County 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.

#### **XI. SUBCONTRACTING**

- A. The Provider shall not enter into subcontracts for any of the work contemplated under this Agreement without express written approval from the County. All subcontractors shall be subject to and shall meet all of the requirements of this Agreement. For clarity, this Section XI shall not apply to any assignment or delegation to another Sanford entity sharing common ownership with the Provider.
- B. The Provider agrees to be responsible for the performance of any subcontractors to ensure compliance with the subcontract and Minnesota Rules.

#### **XII. INDEPENDENT CONTRACTOR**

It is agreed that nothing contained in this Agreement, including the payment provisions, is intended or should be construed as creating the relationship of co-partners, joint venturers, or an association with the County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered employees, agents and representatives of the County. The parties are independent contractors engaged for the sole purposes embodied in this Agreement.

#### **XIII. 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 Minnesota Department of Health, where applicable, access to the Provider's records which are directly applicable and relevant to the Services at reasonable hours to exercise their responsibility to monitor the Services.
- B. The Provider agrees to reasonably cooperate with the County 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.

- 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.
- 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.
- 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.

#### **XIV. TERM AND TERMINATION**

- A. This Agreement shall commence on August 1, 2024, and remain in force through July 31, 2026, unless earlier terminated or later renewed by the parties.
- B. **With or Without Cause:** This Agreement may be terminated without cause by either party upon thirty (30) calendar days written notice to the other party. Either party may terminate this Agreement 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. In the event this Agreement is cancelled within one (1) year of its execution, the parties shall not enter into a subsequent agreement for the Services on substantially different terms until after the one-year anniversary of this Agreement's execution.
- C. **Termination by County – Lack of Funding:** Notwithstanding any provision of this Agreement to the contrary, the County may immediately terminate this Agreement 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 Agreement. 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 Agreement is terminated due to lack of funding.
- D. **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 Agreement on the date and to the extent specified in the Notice of Termination.
2. Cancel all orders and subcontracts to the extent possible and to the extent that they relate to the performance cancelled by the Notice of Termination.
3. Complete performance of such terms as shall not have been cancelled by the Notice of Termination.
4. Submit a final invoice for Services provided prior to termination, within ninety (90) calendar days of the date of termination.
5. Retain all client and pertinent financial records pertaining to the Services for at least six (6) years.
6. Transfer the client's records to the new provider of Services (as applicable) and work cooperatively with the new Provider to ensure an orderly transition of Services.

**E. Duties of County Upon Termination:** Upon receipt of a Notice of Termination, and except as otherwise provided, the County shall:

1. Not be liable for any Services provided after the date of the Notice of Termination, except as previously authorized and not cancelled by the Notice of Termination, as stated above, or as authorized in writing by the County or other Agency with Financial Responsibility.
2. Within ninety (90) 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 Agreement.

**F. Effect of Termination:** Termination of this Agreement 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 Agreement adequately prior to the effective date of termination.

## **XV. NOTICES**

**A.** Any notice to be given under this Agreement shall be deemed effective upon deposit in the United States mail, addressed as follows:

To Provider: Sanford Health of Northern Minnesota  
Attn: Behavioral Health  
1705 Anne St.  
Bemidji, MN 56601

with copy to: Sanford Health of Northern Minnesota  
Attn: Legal Department  
P.O. Box 2010  
801 Broadway N.



Fargo, ND 58122-1000

To County: Beltrami County Administrator  
701 Minnesota Ave. NW  
Bemidji, MN 56601

With copy to: Beltrami County Sheriff's Office  
613 Minnesota Ave. NW  
Bemidji, MN 56601

**XVI. ENTIRE AGREEMENT**

- A. It is understood and agreed that the entire agreement of the parties as to the Services is contained in this Agreement, which supersedes all oral agreements and negotiations between the parties relating to the same.
- 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.

**IN WITNESS WHEREOF**, Beltrami County and the Provider have executed this Agreement as of the day and year first written above. The Provider, having signed this Agreement, and the Beltrami County Board of Commissioners having duly approved this Agreement and pursuant to such approval and the proper County officials having signed this Agreement.

[Signatures to follow on next page]

**FOR THE COUNTY**

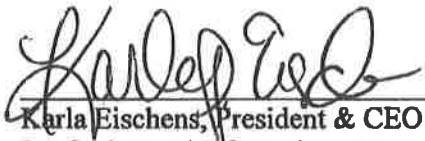
\_\_\_\_\_  
John Carlson, Board Chair  
Beltrami County Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jason Riggs  
Beltrami County Sheriff

\_\_\_\_\_  
Date

**FOR THE PROVIDER**

  
\_\_\_\_\_  
Karla Eischens, President & CEO  
Sanford Health of Northern Minnesota

  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM AND EXECUTION**

\_\_\_\_\_  
David L. Hanson  
Beltrami County Attorney

\_\_\_\_\_  
Date

**Exhibit A**

**Telemedicine Services Agreement (with Addendum)**

## TELEMEDICINE SERVICES AGREEMENT

This Telemedicine Services Agreement (this "Agreement") is made effective August 1, 2024, by and between the Beltrami County Sheriff's Office, hereinafter referred to as "Facility," and Sanford Health of Northern Minnesota, Sanford Clinic North, and Sanford Clinic, hereinafter collectively referred to as "Sanford"

**WHEREAS**, Facility desires to have Sanford provide the services of qualified providers (collectively, "Providers") for the purpose of providing the professional services set forth in the EMBER Program Service Agreement through the use of electronic communication or other communication technologies (collectively, the "Services"), upon the terms and conditions specified herein; and

**WHEREAS**, the Providers are licensed in the State of Minnesota qualified to perform the Services required by this Agreement; and,

**WHEREAS**, Facility desires to engage Sanford on a non-exclusive basis to furnish its Providers to provide the Services and Sanford desires to accept such engagement upon the terms and conditions set forth herein; and,

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter contained, it is agreed:

1. **Appointment.** Facility hereby engages Sanford to furnish on a non-exclusive basis, and Sanford agrees to furnish the Providers to provide the Services upon the terms and conditions specified herein. While Facility shall not exercise control or direction over the manner or method by which Sanford and its Providers shall provide the Services contemplated hereunder, such Services shall be provided in a manner consistent with the customary professional standards governing such Services, and the terms of this Agreement.

2. **Qualifications.** During the entire term of this Agreement, Sanford and its Providers shall maintain all necessary licenses, permits and certifications to provide the Services in the State of Minnesota.

3. **Sanford Responsibilities.** In addition to other obligations and responsibilities set forth in this Agreement, Sanford agrees to provide services on an as needed basis, subject to staff availability. Sanford agrees to provide scheduled Services upon a schedule mutually agreed to by both parties. Sanford and its Providers agree to provide Services in accord with Sanford's policies and procedures. Sanford and its Providers providing Services under this Agreement shall not have been excluded from participation in any federal or state Medicare or Medicaid program.

a) Sanford's governing body shall:

(i) Determine, in accordance with state law, which categories of practitioners are eligible candidates for appointment to its medical staff.

- (ii) Appoint members of the medical staff after considering the recommendations of the existing members of the medical staff.
  - (iii) Assure that the medical staff has bylaws.
  - (iv) Approve medical staff bylaws and other medical staff rules and regulations.
  - (v) Ensure that the medical staff is accountable to the governing body for the quality of care provided to patients.
  - (vi) Ensure the criteria for selection are individual character, competence, training, experience, and judgment.
  - (vii) Ensure that under no circumstances is the accordance of staff membership or professional privileges in the hospital dependent solely upon certification, fellowship or membership in a specialty body or society.
- b) As an organization(s) accredited by the Joint Commission and meeting applicable regulatory requirements, Sanford has credentialed and granted practice privileges to each covering Provider providing services hereunder. Facility desires to rely on Sanford's credentialing of such covering Providers. As part of its credentialing process, Sanford has verified that each covering Provider has the appropriate medical training, certification(s), and other credentials necessary to provide the Services hereunder. During the term of this Agreement, Sanford will continue to meet the standards of the Joint Commission and the Conditions of Participation with respect to credentialing of each covering Provider.
- c) Sanford represents and warrants to Facility that: (i) Sanford is a Medicare-participating organization; (ii) each covering Provider providing services hereunder on Sanford's behalf has been appropriately credentialed and privileged by Sanford; (iii) Sanford will ensure that each covering Provider only renders those Services that are within the scope of such individual's privileges as granted by Sanford and Facility; and (iv) Sanford will notify Facility of any action taken that constitutes a reportable event to the National Practitioner Database ("NPDB"), as described in 42 U.S.C. § 11133; (v) Sanford's hospitals are Joint Commission-accredited organizations. Sanford shall have full responsibility for the aggregation and verification of credentialing and/or background documentation ("Primary Source Documentation") for Sanford's covering Providers. Sanford shall provide Facility with copies of the Primary Source Documentation upon request.

4. **Facility's Responsibilities.** In addition to the other responsibilities set forth in this Agreement, Facility shall be solely responsible for providing appropriate technical and staff support as necessary for the Providers to provide the Services under this Agreement.



5. **Payment for Services.**

- a) The parties agree to abide by the compensation and billing provisions set forth in the EMBER Program Service Agreement dated August 1, 2024, between the parties.
- b) The parties agree that any compensation that may be paid to Sanford for Services represents the fair market value of the Services provided and is not predicated on the volume or value of any referrals or business otherwise generated between the parties.

6. **Term and Termination.** The term of this Agreement shall commence on August 1, 2024, and shall continue in force until the termination of the EMBER Program Service Agreement contract between the parties.

7. **Independent Contractor Status.** This Agreement shall not be construed in any manner to make Sanford's employees the employees of Facility. Facility shall not be responsible for the withholding of any taxes related to the contracting with Sanford, including, but not limited to, State and Federal income tax and FICA taxes. Facility shall not be responsible for workers' compensation benefits, unemployment compensation premiums, or any other benefits or obligations either required by law or provided by Facility to its own employees. Sanford and its employees are independent contractors with respect to Facility.

8. **Non-Referral.** The parties understand and agree that they are entering into this Agreement as part of an arms' length transaction and referral of patients to either party is not (a) a condition to the execution or consummation of this Agreement; or, (b) consideration, in whole or in part, for the execution or consummation of this Agreement.

9. **Good Faith Agreement to Amend.** It is agreed that the terms and conditions of this Agreement will be changed to reflect any change in and status of any state or federal law, rule, regulation, guideline or safe harbor regulation that has any material impact on either of the parties and of the parties' ability to legally carry out the spirit of the Agreement and their good-faith intentions. If such amendments materially change the rights and obligations of the parties hereto, either party may then terminate this Agreement upon written notice of termination which termination shall be effective on the effective date of the state or federal law, rule, regulation, guideline or safe harbor regulation that necessitated the amendment or the expiration date of the then current term, whichever date is earlier.

10. **Notice.** Any notice required by this Agreement shall be deemed to be duly given when hand delivered or mailed by registered or certified mail, postage prepaid, or sent by courier service providing proof of delivery, addressed to the recipient thereof at the address set forth below or at such other address as may be subsequently designated in writing by either party to the other party:

If to Facility:	Beltrami County Sheriff's Office 613 Minnesota Ave. NW Bemidji, MN 56601
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If to Sanford: Sanford Health, Virtual Care  
Attn: Amanda Henry, Director of Business Development &  
Customer Success  
1305 W. 18<sup>th</sup> St.  
Sioux Falls, SD 57105

11. **Non-Discrimination.** Neither party shall exclude, deny benefits to, or otherwise discriminate against any person on the ground of race, color, national origin, creed, religion, sex, disability, age, marital status, veteran status, status with regard to public assistance, sexual orientation, or any other protected class in admission to, participation in, or receipt of the services and benefits of any of the party's programs and activities.

12. **Confidentiality and Access to Information.** Both Sanford and Facility agree that all information regarding patients, as well as all information with respect to the operations and business of the other party gained during the negotiations leading up to this Agreement, and from the performance of this Agreement, will be held in confidence and will not be divulged to any unauthorized person without prior written consent of the other, except for access required by law, regulation, and third party reimbursement agreements.

13. **Government Access to Books and Records.** In accordance with Section 1861(V)(I) of the Social Security Act relating to costs incurred by a provider in connection with matters for which payment may be made under such Act with respect to any services furnished pursuant to a contract between the provider and any of its subcontractors, it is hereby agreed that until the expiration of four (4) years after the furnishing of such services pursuant to this contract, Sanford shall make available upon written request to the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, this Agreement and the books, documents, and records of Sanford which are necessary to certify the nature and extent of such costs. Furthermore, if Sanford carries out any of the duties of the contract, with a value or costs of \$10,000 or more over 12-month period, with a related organization, such subcontract shall contain a clause to the same effect requiring the related organization to make such books and records available in the same manner.

14. **Ownership of Records.** Any and all patient records and charts produced as a result of Sanford's performance under this Agreement shall be and remain the property of Sanford. Both during and after the term of this Agreement, the Facility shall be permitted to inspect and/or duplicate, at the Facility's sole cost and expense, any individual chart or record to the extent necessary to meet the Facility's professional responsibilities to such patient(s) and/or to assist in the defense of any malpractice or similar claim to which such chart or record may be pertinent; provided, however, that such inspection or duplication shall only be permitted and conducted as permitted by law and by commonly accepted standards of patient confidentiality. The Facility shall be solely responsible for maintaining patient confidentiality with respect to any information obtained by the Facility pursuant to this section.

15. **Miscellaneous.**

- a) **The captions appearing herein are for the convenience only and are not a part of this Agreement nor do they limit or amplify any term or provision herein.**
- b) **No waiver by either party or any term or provision of this Agreement shall be deemed to be a waiver of any other term or provision.**
- c) **If any term or provision of this Agreement is now or hereafter is determined to be invalid or unenforceable, such determination shall not impair the validity of the remainder of this Agreement.**
- d) **The terms and provisions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors and permitted assigns of the parties hereto.**
- e) **The terms and provisions hereof shall apply without regard to number or gender of words and expressions used herein.**
- f) **This Agreement, and any attached addendums, constitute the entire Agreement of the parties with respect to the subject matter hereof and supersedes all prior written and oral representations, warranties and agreements between the parties with respect to the subject matter hereof. This Agreement may be amended or modified only by written agreement executed by all parties.**
- g) **This Agreement shall be construed in accordance with the laws of the State of Minnesota.**
- h) **This Agreement may not be assigned by either party without the prior written consent of the other party.**

**BELTRAMI COUNTY**

**SANFORD**

By:

\_\_\_\_\_

Its:

\_\_\_\_\_

Date:

\_\_\_\_\_

By:

\_\_\_\_\_

Its:

\_\_\_\_\_

Date:

\_\_\_\_\_

*Karla Eseltin*

*President & CEO*

*11/15/24*

## **PSYCHOTHERAPY SERVICE AGREEMENT**

**THIS AGREEMENT** is made effective August 1, 2024, by and between Beltrami County, through the Beltrami County Sheriff's Office, 701 Minnesota Avenue NW, Bemidji, Minnesota 56601, (herein "County"), and Sanford Health of Northern Minnesota, 1705 Anne Street NW Bemidji, MN 56601, (herein "Provider").

### **WITNESSETH**

**WHEREAS**, pursuant to Minnesota Statutes, § 402.02, the County has identified a certain population within Beltrami County that is in need of mental health services; and

**WHEREAS**, in accordance with Minnesota Statutes, §§ 387.11, and 641.15, the Beltrami County Sheriff shall keep and maintain a County Jail and the County shall provide suitable medical care for inmates, including mental health care; and

**WHEREAS**, the Provider and the County have engaged in extensive discussions about services to be offered within the jail, including Embrace/Motivate/Belief/Execute/Remedy ("EMBER") services.

**WHEREAS**, the parties have negotiated the terms of delivery for EMBER services in a separate agreement, which are reimbursable in part through state programs created to support these services.

**WHEREAS**, the County has additionally identified a need for psychotherapy services within the County Jail. These services are not reimbursable through private, government, or other third-party (inmate) insurance coverage.

**WHEREAS**, recognizing the important need existing in the inmate population, the County has agreed to purchase these psychotherapy services at fair market value for eligible inmates in the County Jail from the Provider, on the terms and conditions embodied in this Agreement.

**WHEREAS**, the Provider represents that it is duly qualified and willing to furnish such services and is eligible to receive funding through the County.

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

### **I. PROVIDER'S RESPONSIBILITIES**

- A. The Provider agrees to furnish psychotherapy services, as more fully described in Section II, in the Beltrami County Jail. Client-specific services will be provided as described in each client's individual treatment plan.
- B. The Provider agrees to coordinate services with county case managers and residential and community-based providers, in order to avoid duplication of



services, achieve cost-efficiencies, and provide a continuum of services that address individual needs. In the event the Provider is unable to provide specific services in a client's service/care plan, or anticipates it will be unable to do so, the parties shall work together to determine available alternatives, including potential modification of the applicable plan.

- C. The Provider agrees to maintain at all times during the term of this Agreement, a process whereby its current and prospective employees, agents, 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. The County intends to complete these background studies before Provider's employees, agents, and volunteers can provide services with or without supervision.
- D. 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.

## **II. SERVICES TO BE PROVIDED**

- A. The Provider agrees to provide psychotherapy services in the Beltrami County Jail, to be defined to include the services listed in subsections (1) and (2), with along with directly-related travel, documentation, and administrative work, and any other services as may be agreed-upon by the parties in writing (the "Services").
  - 1. Risk Screening/Assessment
  - 2. Individual and/or Group Therapy
- B. The County agrees to provide physical space sufficient for Provider to provide the Services on-site, and agrees to purchase and/or supply all necessary, non-medical equipment attendant to the delivery of these Services. The County shall reasonably coordinate with the Provider to ensure all clients are available as and when necessary for the delivery of the Services contemplated by this Agreement.

## **III. COMPENSATION/BILLING**

- A. The County and the Provider agree the Services are not available without cost, and are not subject to available, public or private third-party insurance coverage.
- B. The County agrees to pay the Provider at the rate of \$65.00 per hour for the Services. The Provider agrees that this represents full and complete payment for

the Services, and the Provider will not bill or attempt to collect any additional amounts from clients or third-party payers for the Services.

- C. The County will make payment within thirty-five (35) days from the receipt of the invoice. If the invoice is incorrect, the County will notify the Provider within ten (10) working days of receiving the incorrect invoice. Upon receiving the corrected invoice, the County will make payment within thirty-five (35) days.
- D. The Provider shall make every reasonable effort to maintain sufficient resources to deliver the Services, and will collaborate with the County in the event sufficient resources are not available, as more fully described in Section I(B).

#### **IV. ELIGIBILITY FOR SERVICES**

- A. The parties shall collaborate to identify those inmates who are eligible for Services under this Agreement. Client eligibility shall be determined either through a recommendation from the jail's step-down assessment, or through consultation in the weekly mental health meeting between the County and the Provider. The final eligibility determination for any client shall be made jointly by the County and the Provider. The County shall communicate to the Provider which Services are authorized for payment.
- B. If the County has sufficient reason to believe that the safety or well-being of a client receiving Services may be endangered by actions of the Provider, its employees, agents, and/or volunteers, the County may require that the Provider immediately terminate furnishing Services to the client. The County may also remove the client from the care of the Provider. These actions may be taken forthwith and may continue for such a period as is reasonably necessary for the County to determine that the safety and well-being of the client has been assured. If it is determined that the safety and well-being of the client will remain in jeopardy, the County may terminate this Agreement for a specific individual. No payment shall be made for the specific client at issue, for the period during which Services are suspended or terminated for that client. In the event of such suspension or termination, the Provider shall be entitled to payment, determined on a pro rata basis for the work or Services satisfactorily performed for the client at issue.

#### **V. INDIVIDUAL SERVICE AND TREATMENT PLANNING**

- A. The Parties understand and agree that all Services provided to an eligible client under the terms of this Agreement shall be in accordance with his or her individual community support plan and individual treatment plan. The Provider agrees to develop the client's treatment plan and coordinate service delivery with the client's case manager, to the extent required under Minnesota Statutes, Chapter 245, Section 245.4711, Subdivision 5. The County shall use best efforts to facilitate

meetings and coordination between the case manager and the Provider to ensure continuity and successful integration of individual treatment plans, and any applicable community support plan.

- B. All Services provided to eligible persons under the terms of this Agreement shall be directed toward the client's achievement of the goals and objectives identified in the client's individual treatment plan. Performance of the Provider will be monitored and evaluated in accordance with client outcomes as specified in the individual treatment plan and individual community support plan.

## **VI. RECORDS, RECORD DISCLOSURES, REPORTS AND EVALUATION**

- A. Any and all patient/client records and charts produced as a result of the Provider's performance under this Agreement shall be and remain the property of the County. Both during and after the term of this Agreement, the Provider shall be permitted to inspect and/or duplicate, at the Provider's sole cost and expense, any individual chart or record to the extent necessary for continuity of care and/or to assist in the defense of any claim to which such chart or record may be pertinent; provided, however, that such inspection or duplication shall only be permitted and conducted as permitted by law and by commonly accepted standards of patient confidentiality. The Provider shall be solely responsible for maintaining patient confidentiality with respect to any information obtained by the Provider pursuant to this section.
- B. The County shall monitor and evaluate the Provider's performance under this Agreement. County procedures for monitoring and evaluating may include, but are not limited to: 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. All rights of review and monitoring granted to the County under this Section VI(B), and this Agreement as a whole, are limited solely to those records, reports, documents, data, and other information which are directly related to the Services being provided under this Agreement.
- C. Within ninety (90) days of the close of this Agreement, upon request by the County, the Provider agrees to furnish to the County a detailed un-audited year-end revenue and expense statement and balance sheet for the term of this Agreement.
- D. The Provider further agrees to maintain all pertinent financial records pertaining to this Agreement for six (6) years for audit purposes at Sanford Health of Northern Minnesota, 1705 Anne Street NW, Bemidji, MN 56601. This shall be in accordance with Minnesota Statutes, Chapter 16C, Section 16C.05, Subdivision 5.
- E. The Provider shall, upon reasonable notice, meet with County personnel to assist the County in evaluation of Services.

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

- A. The Provider represents that it will remain qualified to furnish the Services in accordance with the applicable provisions of federal law, Minnesota Statutes and Rules, and this Agreement.
- 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 all applicable laws and regulations.
- C. The Provider shall provide the Services in accordance with all applicable law. This shall include, but not be limited to, compliance with all federal state and privacy laws (including HIPAA), as well as all state reporting requirements.
- D. 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 County.

**VIII. 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 on compliance with Limited English Proficiency requirements; Title VII (42 USC 2000e), Executive Order No. 11246 on 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 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 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. 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 active steps to ensure positive progress in Equal Employment Opportunity.

#### **IX. BONDING, INDEMNITY, AND INSURANCE**

- A. **Bonding:** The Provider will be required to maintain at all times during the term of this Agreement, 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 Agreement. A copy of the Provider's bond or insurance certificate shall be delivered to the County at the beginning of this Agreement term and on an annual basis thereafter.
- B. **Hold Harmless and Indemnification:** To the fullest extent provided by law, each party agrees to defend, indemnify, and hold the other party, its employees, agents, trustees, officers, and officials, harmless from any third-party claims, demands, actions or causes of action, including reasonable attorney's fees and expenses arising out of any act or omission of the indemnifying party, or its subcontractors, partners or independent contractors 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 indemnifying party under this Agreement.
- C. **Insurance:** Any insurance required to be carried by the Provider shall be primary and not in excess to any other coverage by the County.

The Provider's insurance companies are preferred to maintain a financial rating that is a current A.M. best rating of no less than A:VII, if the Provider is self-insured, review of financial information directly related to the self-insurance may be required.

Coverage must be in force for the complete term of the Agreement. If the insurance expires during the term of the Agreement a new certificate of the insurance must be received by the member at least 10 days prior to the expiration date. The insurance must meet the terms of the original contract.

The Provider must provide a minimum of sixty (60) days advance notice to the County of any substantial change or cancellation of any of the insurance policies listed on the certificate of insurance.

The Provider is responsible for any deductible or self-insured retention contained within the Provider's insurance program.

In the event the Provider fails to keep in effect at all times the specified insurance coverage, the County may in addition to any other remedies it may have, terminate



the occurrence of such event, subject to the provisions of the Agreement.

Commercial General Liability:

The Minimum Limits of Liability must be:

\$3,000,000 Aggregate  
\$3,000,000 Products and Completed Operations Aggregate  
\$1,500,000 Each Occurrence

- ◆ 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. An excess or umbrella liability policy may be used in conjunction with primary coverage to meet the minimum limit requirements.

Professional Liability Coverage:

The Minimum Limits of Liability must be:

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

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

**X. 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 Agreement 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 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 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.

The Provider certifies to the best of its actual knowledge that it, its officers, directors, and employees performing under this Agreement:

- 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 Agreement: 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 Agreement are in violation of any of the certifications set forth above; and
- E. Shall immediately give written notice to the County 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.

#### **XI. SUBCONTRACTING**

- A. The Provider shall not enter into subcontracts for any of the work contemplated under this Agreement without express written approval from the County. All subcontractors shall be subject to and shall meet all of the requirements of this Agreement. For clarity, this Section XI shall not apply to any assignment or delegation to another Sanford entity sharing common ownership with the Provider.
- B. The Provider agrees to be responsible for the performance of any subcontractors to ensure compliance with the subcontract and Minnesota Rules.

#### **XII. INDEPENDENT CONTRACTOR**

It is agreed that nothing contained in this Agreement, including the payment provisions, is intended or should be construed as creating the relationship of co-partners, joint venturers, or an association with the County and the Provider, nor shall the Provider, its employees, agents, and representatives be considered

employees, agents and representatives of the County. The parties are independent contractors engaged for the sole purposes embodied in this Agreement.

### **XIII. 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 Minnesota Department of Health, where applicable, access to the Provider's records which are directly applicable and relevant to the Services at reasonable hours to exercise their responsibility to monitor the Services.
- B. The Provider agrees to reasonably cooperate with the County 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.
- 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.
- 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.
- 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.

### **XIV. TERM AND TERMINATION**

- A. This Agreement shall commence on August 1, 2024, and remain in force through July 31, 2026, unless earlier terminated or later renewed by the parties.
- B. **With or Without Cause:** This Agreement may be terminated without cause by either party upon thirty (30) calendar days' written notice to the other party. Either party may terminate this Agreement 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. In the event this Agreement is cancelled within one (1) year of its execution, the parties shall not enter into a subsequent

agreement for the Services on substantially different terms until after the one-year anniversary of this Agreement's execution.

- C. **Termination by County – Lack of Funding:** Notwithstanding any provision of this Agreement to the contrary, the County may **immediately terminate** this Agreement 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 Agreement. The County 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 will not be assessed any penalty or damages if the Agreement is terminated due to lack of funding.
  
- D. **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 Agreement on the date and to the extent specified in the Notice of Termination.
  - 2. Cancel all orders and subcontracts to the extent possible and to the extent that they relate to the performance cancelled by the Notice of Termination.
  - 3. Complete performance of such terms as shall not have been cancelled by the Notice of Termination.
  - 4. Submit a final invoice for Services provided prior to termination, within ninety (90) calendar days of the date of termination.
  - 5. Retain all pertinent records pertaining to the Services for at least six (6) years.
  
- E. **Duties of County Upon Termination:** Upon receipt of a Notice of Termination, and except as otherwise provided, the County shall:
  - 1. Not be liable for any Services provided after the date of the Notice of Termination, except as previously authorized and not cancelled by the Notice of Termination, as stated above, or as authorized in writing by the County.
  - 2. Within ninety (90) 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 Agreement.
  
- F. **Effect of Termination:** Termination of this Agreement 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 Agreement adequately prior to the effective date of termination.

## **XV. NOTICES**

- A. Any notice to be given under this Agreement shall be deemed effective upon deposit

in the United States mail, addressed as follows:

To Provider: Sanford Health of Northern Minnesota  
Attn: Behavioral Health  
1705 Anne St.  
Bemidji, MN 56601

with copy to: Sanford Health of Northern Minnesota  
Attn: Legal Department  
P.O. Box 2010  
801 Broadway N.  
Fargo, ND 58122-1000

To County: Beltrami County Administrator  
701 Minnesota Ave. NW  
Bemidji, MN 56601

with copy to: Beltrami County Sheriff's Office  
613 Minnesota Ave. NW  
Bemidji, MN 56601

**XVI. ENTIRE AGREEMENT**

- A. It is understood and agreed that the entire agreement of the parties as to the Services is contained in this Agreement, which supersedes all oral agreements and negotiations between the parties relating to the same.
- 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.

**IN WITNESS WHEREOF**, Beltrami County and the Provider have executed this Agreement as of the day and year first written above. The Provider, having signed this Agreement, and the Beltrami County Board of Commissioners having duly approved this Agreement and pursuant to such approval and the proper County officials having signed this Agreement.

[Signatures to follow on next page]

**FOR THE COUNTY**

---

John Carlson, Board Chair  
Beltrami County Board of Commissioners


---

Date

\_\_\_\_\_  
Jason Riggs  
Beltrami County Sheriff

\_\_\_\_\_  
Date

**FOR THE PROVIDER**

  
\_\_\_\_\_  
Karla Eischens, President & CEO  
Sanford Health of Northern Minnesota

\_\_\_\_\_  
Date 11/15/24

**APPROVED AS TO FORM AND EXECUTION**

\_\_\_\_\_  
David L. Hanson  
Beltrami County Attorney

\_\_\_\_\_  
Date





**Date: December 3, 2024**  
**Beltrami County Commission**

**WORK MEETING AGENDA BILL**

**SUBJECT: 2025 Legislative Platform**

**RECOMMENDATIONS: Review and Discuss the County's Legislative Platform for 2025**

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**DEPARTMENT OF ORIGIN: Administration**

**CONTACT PERSON:**

Tom Barry, County Administrator 218-333-4109

**DATE SUBMITTED: November 26, 2024**

**CLEARANCES: Administrator**

**BUDGET IMPACT: N/A**

**ATTACHMENTS: Draft 2025 Legislative Platform**

**SUMMARY STATEMENT:**

The 2025 Minnesota Legislative Session is just around the corner, so it is important to solidify the County's legislative priorities in advance of the Session. Doing so will allow the County to communicate its priorities to local legislators and others before the Session begins.



# State Legislative Platform for the 2025 Session

## Summary Overview:

- 1) **State Bonding Bill** – Request the Legislature include the Northwest Regional Demolition Waste Hub and Spoke System in the next Bonding Bill.
- 2) **Behavioral Health Continuum of Care** – Requesting legislative investments and direction provided to the Minnesota State Department of Human Services, Department of Youth and Family Services and Direct Care and Treatment to improve Minnesota’s mental health and developmental disabilities continuum of care.
- 3) **Cost Share for State Direct Care and Treatment Facilities** – Request updating and overhauling the State Direct Care and Treatment Division system and funding requirements which disadvantages and heavily burdens counties.
- 4) **Elimination of the County Share of the Behavioral Health Fund** – Due to State Substance Use Disorder (SUD) Reform and changes to access and financial controls, Counties should no longer be financially responsible for a county share in costs that are paid through the Behavioral Health Fund.
- 5) **Legislative Changes with Unfunded Financial Impacts to Counties** – Health and Human Services Perspective: County systems can no longer absorb legislated workloads without the necessary funding for implementation and sustainability.
- 6) **Health and Human Services Systems Transformation and Modernization** – Requesting support and funding to offset the County’s cost of implementation of new State-provided technologies.
- 7) **Child Protection Opioid Response Allocation** - Restore lost funding to county and tribal social service agencies to provide prevention and child protection services to children and families who are affected by addiction.
- 8) **Transportation** – Support continued comprehensive transportation funding that includes new revenue for roads and bridges.
- 9) **Solid Waste** – Beltrami County supports continued comprehensive funding for managing solid waste statewide as well as increased product stewardship among manufacturers, retailers, and consumers with an emphasis on Extended Producer Responsibility.

## 2025 Legislative Platform Details

### 1) State Bonding Bill

The Minnesota Pollution Control Agency has a goal to close all unlined demolition landfills in the State. Beltrami County has an unlined landfill that is expected to be closed (not reissued a permit). Beltrami County has worked with a coalition of 8 other counties to study the options. A “Hub and Spoke” concept was determined to best meet the new MPCA rules and county needs. The 9 County Coalition has submitted a request for bonding to help pay for the \$67 project. Beltrami County respectfully requests that the State Legislature include the NW Regional 9 County Demolition Waste Hub and Spoke project in its State Bonding Bill. If funding through bonding is unavailable to support projects like this, then Beltrami County opposes any rule changes that are unfunded mandates. Counties can’t take on this additional burden on their own. Beltrami County is the second poorest County in the State of Minnesota with a poverty rate near 20%. Only 1/3 of the land within the County’s jurisdictional limits is taxable. We simply don’t have the funds for these types of state mandated regulatory closures.

### 2) Behavioral Health Continuum of Care

Beltrami County Health and Human Services supports legislative investments in enhancing Minnesota’s mental health and developmental disabilities continuum of care for both children and adults so that it appropriately serves those most in need of care. Increased state funding and regional investments are needed to address gaps in Minnesota’s mental health infrastructure to ensure that appropriate and culturally competent services are available for children and adults with high needs. Minnesota’s mental and behavioral health infrastructure must include crisis stabilization and rehabilitation services, along with ongoing community support services to ensure placements in jails and emergency rooms are limited.

The State of Minnesota must develop a sufficient state-operated safety net of mental and behavioral health facilities that meet the needs of members of our communities that are disproportionately impacted when our current services are insufficient. Necessary facilities and services with an appropriate level of care include Minnesota State-Operated Community Services (MSOCS), Child and Adolescent Behavioral Health Hospitals (CABHH), crisis beds, high acuity placements, and both secure and non-secure therapeutic treatment options for adults and children involved with the criminal justice system. Beyond these inadequacies, forensic beds continue to be limited in Minnesota and individuals remain “stuck” in beds that are inappropriate for their needs but unable to move because there is not an appropriate facility bed available. While there has been legislative pressure to expand access there is still insufficient availability to the continuum of care this population requires and counties continue to bear the costs associated. Bonding dollars should be leveraged to support local government and state-run facilities when developing, building, or remodeling facilities, in addition to providing adequate programming dollars to ensure facilities are appropriately staffed in the current workforce shortage. Counties need supplemental funding sources for costs associated with the lack of appropriate care facilities that result in exorbitant placement costs to serve this population.

### **3) Cost Share for State Direct Care and Treatment Facilities**

Counties are billed 100% of the cost of care when an individual no longer meets medical criteria for hospitalization and are housed in most state-run facilities, yet counties are often powerless to move the individuals to their next bed due to the lack of beds and funding for programming. Further, individuals now needing a hospital bed as a result of commitment cannot be served because there are no beds available (those beds are occupied by individuals who should have been moved to a forensic bed). One of the results of this is individuals who are mentally ill are being stuck in a jail cell or in a community placement that does not meet their needs. Currently, Minnesota's safety net appears to be hospital emergency rooms, jails, and other inappropriate settings. We need to plan for a more coordinated, efficient, person-centered way to meet the needs of our residents. We can no longer afford to ignore the need for more beds in multiple areas of the mental health system including Direct Care and Treatment. Minnesota Statutes, section 253B.18, subdivision 1 (b), requires "once a patient is admitted to a treatment facility pursuant to a commitment under this statute, treatment must begin regardless of whether a review hearing will be held under subdivision 2 . . ." If this appropriate bed is not available, counties are not able to move the individual to an appropriate bed; yet, under current statute, counties must pay 100% of the cost of care until the Department of Human Services frees up a bed. Minnesota Statutes, section 246.54, provides for a provision to charge the county for 100% of the cost of care when the facility determines it is clinically appropriate for the client to be discharged. Last year Legislation improving this situation passed (SF2934) and was signed into law as Chapter 61. The language is in article 8, Section 5 and 6. Unfortunately it was limited to the effective date of July 1, 2023, forward to June 30, 2025. Beltrami County is asking that this legislation be made permanent and expanded to any bills in which the inability to move a client from one state-run facility to another state-run facility is specifically due to the lack of beds in the state-run system.

### **4) Elimination of the County Share of the Behavioral Health Fund**

Substance use disorder reform was passed during the 2017 legislative session. Substance Use Disorder (SUD) reform seeks to transform the service continuum from an acute episodic model to a chronic and longitudinal model. This reform establishes a specific model of "Direct Access." The "Rule 25" process has been the method for eligible people to access publicly paid SUD treatment services in Minnesota and has been since the late 1980s. Effective July 1, 2022, comprehensive assessments replaced the Rule 25 assessments, and the Rule 25 process is now obsolete. Counties and Tribes cannot authorize treatment services using this process as of July 1, 2022. Those counties who can meet the credentialing requirements to provide services will do so as providers. Counties must accept financial responsibility for individuals eligible for SUD treatment and maintain a cost share up to 22.95% under the Behavioral Health Fund (which replaces the Rule 24 funds) as payor only, counties and are no longer in a decision-making role, yet currently under statute remain financially responsible for eligible clients. Use of the Behavioral Health Fund has opened to also fund SUD treatment to persons needing access to SUD treatment while confined to local jails. While this is a positive step to assist people in finding health, it has increased usage of the fund and has magnified the complexities of determining county of financial responsibility in the process. Individuals themselves are confused about what county is responsible for their care as many are experiencing homelessness or are in transition at the time, they need treatment. Due to SUD Reform and changes to access and financial controls, Counties should no longer be financially responsible for a county

share in costs that are paid through the Behavioral Health Fund. It would be a more equitable approach to streamline the process of determining eligibility to assure it is determined consistently across the state. This streamlined process could be implemented more easily if the task of determining the county of financial responsibility and the county cost share was eliminated.

**5) Legislative changes with Unfunded financial impacts to counties: Health and Human Services Perspective**

Legislation continues to pass that increases county health and human services workloads with no associated funding. Counties cannot continue to absorb additional work that is legislated without staff to do the work and funding to support those staff. The continued disregard for what it takes to fulfill legislative requirements that are passed will strain counties budgets and will not meet the philosophy of the legislated changes due to lack of staff and financial resources.

Here are two examples from the last legislative session affecting HHS:

- **African American Family Preservation and Child Welfare Disproportionality Act:** This legislation passed during the 2024 legislative session with no additional funding for counties to cover the additional workload required by the legislation. While Beltrami County already performs “active efforts” for a large percentage of cases due to ICWA/MIFPA, this legislation requires additional documentation and oversight that we and most counties are not staffed to provide. This legislation will impact nearly all child protection cases in Beltrami County. This bill goes into effect 7/1/2027 so we have time to advocate for changes in the legislation or related funding in upcoming sessions.
- **Age of Criminality:** The age at which a child can enter the juvenile justice system used to be age 10 and was legislatively changed to age 13 during the 2024 session with the change going into effect 8/1/2026. This means that those youth between 10 and 13 who commit a crime will be diverted to the child protection system instead of the juvenile justice system. A placement in a correctional facility will no longer be an option, only placement in a mental health facility or a family foster care setting will be allowed. Unfortunately youth mental health placements are limited and likely a youth that has committed a substantial crime will be extremely challenging to place in foster care. There are no funds to support the added case load this will result in for county HHS agencies nor any funds to develop more facilities that would adequately serve this population.

**6) Health and Human Services Systems Transformation and Modernization**

Beltrami County Health and Human Services supports major state investment in systems transformation and modernization – which must include appropriate county collaboration, oversight, and guidance – to achieve efficient service delivery in health and human services. Counties rely on the state for statewide technology infrastructure in health and human services. Too many of our current statewide systems operate on antiquated technology platforms that are inefficient and burdensome for county staff. These technological shortcomings, plus cumbersome and inefficient administrative rules, and requirements, prolong administrative work and create roadblocks for county workers which compromises productivity and adds costs to counties. Even given improvements to systems like METS, the efficiency and effectiveness of the system and its lack of interconnectivity with other data and technology systems makes the work done at the county level more difficult, time-consuming, and costly. Counties need our state systems to be flexible, nimble, and responsive to our community’s



needs; significant investment and improvement in the modernization process at the state is needed. Minnesota needs to prioritize modernization projects that improve user experience and reduce the administrative burden for case workers and the people they serve. Counties need a stronger voice in modernization decisions by the state. Counties need access to their data in real time and they must have the ability to disaggregate data (break it up by county) to analyze their local performance. The state must allocate a portion of state transformation funds and enhanced federal funding to counties for local innovation efforts and to offset the county cost of implementation of new state-provided technologies. The state must also invest funds into technology enhancement projects that allow all counties to participate. When only counties that can fund projects are allowed to participate that creates inequities across the state.

### **7) Child Protection Opioid Response Allocation**

During the 2024 legislative session the Minnesota legislature expanded the funding allocation to allow for additional projects and programs to be funded by this funding source. This reduced the funding amount available to support county social service agencies to provide prevention and child protection services to children and families who are affected by addiction. Beltrami County has some of the highest rates of drug overdose deaths in the state, was recently designated a High Intensity Drug Trafficking Area by the federal government and has almost a 10X higher rate of neonatal abstinence syndrome than the rest of the state. Families in Beltrami County need the support that has historically been provided by this funding stream to reduce disparities in the child protection system and keep children with their families whenever possible. An announced reduction of 81% after county budgets were set for 2025 is not something Beltrami County is able to accommodate. Those most affected by this funding loss will be vulnerable families and children in an area of the state that's statistics show desperately need this funding.

### **8) Transportation**

Beltrami County supports continued transportation funding through bonding for programs including: Local Bridges, Local Road Improvements, Greater MN Transit, Safe Routes to School, Active Transportation and Local Road Wetland Replacement.

### **9) Solid Waste**

Beltrami County supports continued comprehensive funding for managing solid waste statewide including:

- Allocating 100 percent of the Solid Waste Management Tax revenue to State and county waste management activities
- Increasing funding for SCORE Grants to counties
- Funding bonding requests for waste management projects like the 9 County Hub and Spoke Demolition Landfill Project

Beltrami County also supports the Solid Waste Administrators Association Legislative Policy Platform which includes increased product stewardship among manufacturers, retailers, and consumers with an emphasis on Extended Producer Responsibility (EPR). EPR includes producer-led programs that reduce a product's life cycle impacts from design through end-of-life management.





Date: December 3, 2024  
Beltrami County Commission

**WORK SESSION AGENDA BILL**

**SUBJECT: 2025 Legislative Lobbyist Contract**

**RECOMMENDATION:** Discuss the Government Relations Proposal from Flaherty & Hood

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**DEPARTMENT OF ORIGIN:** Administration

**CONTACT PERSON:**

Tom Barry, County Administrator 218-333-4109

**DATE SUBMITTED:** November 26, 2024

**CLEARANCES:** Administrator

**BUDGET IMPACT:** \$30,000 (already budgeted)

**ATTACHMENTS:** Flaherty & Hood Proposal

**SUMMARY STATEMENT:**

The 2025 Minnesota Legislative Session starts January 14, 2025. The County has identified nearly a dozen legislative priorities in its 2025 Legislative Platform. Several of these legislative priorities are critical to the County and will likely require additional spearheading at the State Capitol. Flaherty & Hood has offered to continue to provide legislative consulting services to the County for the 2025 calendar year at a cost of \$30,000 (no increase above the 2024 rate).

November 5, 2024

Tom Barry  
County Administrator  
Beltrami County  
701 Minnesota Avenue, Suite 200  
Bemidji, MN 56601

VIA EMAIL

Dear Tom,

Thank you for your inquiry regarding government relations services for the 2025 legislative session. Flaherty & Hood, P.A. is a law and government relations firm whose primary focus is on representing the needs of rural Minnesota at the Minnesota State Capitol. We believe that our firm's experience and expertise uniquely qualify us to represent the County's interests at the legislature and state agencies. It was a pleasure to work with you over previous legislative sessions. This letter serves as both proposal and agreement for Flaherty & Hood, P.A. ("Firm") to provide state government relations and lobbying services to Beltrami County ("County") in 2025.

**Scope of Services**

Flaherty & Hood will provide the following legislative services to Beltrami County:

- Consult with the County on development of legislative priorities & strategy.
- Draft necessary legislation and amendments with appropriate counsel.
- Secure legislative bill authors and co-authors as necessary.
- Directly lobby of committee chairs, key legislators, the Governor's Administration, and key state agency officials and staff.
- Update or create handouts and other materials on county priorities.
- Monitor progress of relevant bills through the legislative process.
- Coordinate testimony for legislative hearings.
- Be the voice as directed by the County at the Legislature.
- Provide the county with timely updates from the Legislature.
- Participate in events and meetings as requested by the County.
- Coordinate proper responses with the County to identified bill introductions.

**Project Management**

Flaherty & Hood Senior Lobbyist Erik Simonson will serve as the primary contact for the County at the firm and will oversee the execution of activities described in this agreement. Mr. Simonson will be assisted by other Flaherty & Hood staff as necessary. Shareholder Attorney/Lobbyist Bradley Peterson will be ultimately responsible for the delivery of services to the County.

**Term of Agreement**

The term of services outlined in this agreement will commence when this agreement has been approved by the Beltrami County Board, fully executed by both parties, and a copy of the executed agreement has been received by Flaherty & Hood, or on December 1, 2024, whichever comes later. The term of services will continue through November 30, 2025.

**Compensation**

The cost of the services outlined in this agreement is \$30,000. This is a flat fee rate that will be billed in three installments of \$10,000 with invoices sent in each of February, May, and August 2025. There may be additional reasonable expenses, such as printing, postage, travel, and/or meal expenses, related to the execution of County business that will be billed separately.

**Termination**

This agreement may be terminated by either party prior to November 30, 2025 by providing 30 days written notice to the other, at which time a pro-rated portion of the total fee owed will be promptly billed and paid.

**Amendment to Agreement**

The County and Firm may agree to any amendments to the scope of services (for example: significant involvement in state agency rulemaking processes) and/or compensation by mutual consent of both parties. The amendment must be in writing, describe the additional services, terms or compensation agreed to, and be signed by the designated representative of the County and a representative of the Firm.

**Conflict of Interest**

By entering into this agreement, the County understands that Flaherty & Hood represents other entities and local governments at the legislature. Flaherty & Hood advocates for each client's interests strenuously on their own merits. If a conflict of interest arises, the Firm will immediately engage both parties to come to a mutually satisfactory resolution.

**Minnesota Campaign Finance Board Requirements**

The services outlined under this agreement will require Flaherty & Hood lobbyists to maintain their registration as lobbyists for Beltrami County with the Minnesota Campaign Finance Board (CFB). Lobbyists and entities that hire lobbyists are subject to certain rules and requirements. By entering into this agreement, the County agrees to comply with all relevant lobbying regulations and requirements. Please reach out to any member of Flaherty & Hood staff with questions.

**Conclusion**

Flaherty & Hood is pleased to provide legislative services to Beltrami County for the 2025 session and we are confident that we can have a significant impact in advancing your interests.

If the proposal contained in this letter meets your approval, please sign and return one copy to Flaherty & Hood and retain a copy for your records.

Very truly yours,  
**FLAHERTY & HOOD, P.A.**

By:



Bradley Peterson, Shareholder Attorney, Flaherty & Hood, P.A.

11/5/2024

Date

Accepted By:

Tom Barry, County Administrator, Beltrami County

Date

ADDENDUM

Both Parties agree to the following as a condition of exercising this Engagement Letter:

1. Flaherty & Hood, P.A. will not directly represent any City or Township in Beltrami County, MN during the 2025 Legislative Session and during the term of this engagement letter (which may be extended by mutual agreement) on the legislative topics or activities represented by the Scope of Work for which this Engagement Letter covers.



**Meeting Date: Dec 3<sup>rd</sup>, 2024**  
**Beltrami County Commission**  
**Work Agenda**

**AGENDA BILL**

**SUBJECT: MinnesotaCare expansion and Medical Assistance (MA) Eligibility for Children Expansion**

**RECOMMENDATIONS:** Informational

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

**CONTACT PERSON:** Curt Anderson, Economic Assistance Division Director  
(218)-333-4199

**DATE SUBMITTED:** 11/26/24

**CLEARANCES:** Reviewed by Anne Lindseth, HHS Director

**BUDGET IMPACT:** None

**EXHIBITS:** Slides and DHS Assistant Commissioner Connolly email

**SUMMARY STATEMENT:**

In June of 2023, the Minnesota Legislature passed a healthcare spending bill that allowed undocumented Minnesotans who meet income eligibility requirements to access MinnesotaCare, the state's health insurance for low-income individuals and families. This program will be funded with State dollars (no federal dollars) and will be a traditional "fee-for-service" model where the provider is reimbursed for each procedure or service rendered to the patient. Some of the work in determining eligibility will be done at the County/tribal level and the remainder of work will be performed at State level for determination of eligibility.

Effective 1 Jan 2025, a child determined eligible for MA who is under age 6 will have continuous MA eligibility through the month in which the child turns age 6. Also, children ages 19 or 20 who are eligible for MA on or after January 1, 2025, remain continuously eligible for MA for up to 12 months until the last day of the month in which they turn 21. Continuous eligibility policies simply processes for all children and decrease the circumstances where children churn off and back on Medical Assistance (MA) due to temporary fluctuations in family size or income or missing paperwork. This also improves healthy outcomes for children and assists during a transition period where children are moving between school and employment.

# Economic Assistance

MinnesotaCare Expansion - Undocumented Individuals  
MN DHS expands Continuous MA Eligibility for Children up to Age 6 &  
Children ages 19 & 20

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## Background

The 2023 Minnesota Legislature amended Minnesota law

- MinnesotaCare will be available regardless of citizenship or immigration status, to an applicant who otherwise meets MinnesotaCare eligibility criteria
- Reason: To close a health equity gap
- For a noncitizen who is considered not lawfully present, or undocumented, coverage will be:
  - State-funded
  - Delivered fee-for-service

With the signing of the bill by the Executive branch at the end of the 2023 session, this expansion will take effect January 1<sup>st</sup>, 2025

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## MinnesotaCare Expansion

An applicant's citizenship and immigration information will

- No longer be disqualifying for MinnesotaCare eligibility
- Required because of impact on funding source and health care delivery
  - U.S. citizens and noncitizens who are lawfully present
    - Federal + state funding
    - Managed care organization
  - Noncitizens who are not lawfully present and DACA grantees
    - State funding only
    - Fee for service

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## Determination

- If the individual applying has an immediate family member who is on Medical Assistance, then they will request an eligibility determination by contacting the county or tribal agency that handles their family members' Medical Assistance case.
- If there are no MA enrollees in the household, then the individual will request an eligibility determination by contacting the DHS HealthCare Consumer Support.
- There will be more communication developed by DHS to be distributed out prior to the implementation of this new process.

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## MA Continuous Eligibility Expansion for Children

- In January of 2024, DHS requested an amendment to Minnesota's Medicaid demonstration waiver to expand and extend continuous eligibility for Children.
- Continuous eligibility policies simplify processes for all children and decrease the circumstances where children churn off and back on Medical Assistance (MA) due to temporary fluctuations in family size or income or missing paperwork.
- Providing continuous eligibility for children under age 6 supports early brain development during the first 5 years of life and supports continued access to well child & preventive health care including childhood immunizations.
- Extending eligibility for young adults ages 19- 20 mitigates coverage losses resulting from lower income eligibility limit for that group and provides a bridge during the time many enrollees are transitioning from school to employment.

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## MA Continuous Eligibility Expansion

- Effective 1 Jan 2025, a child determined eligible for MA who is under age 6 will have continuous MA eligibility through the month in which the child turns age 6. They will not be subject to renewals during this period.
- A child ages 19 or 20 who is eligible for MA on or after January 1, 2025, remains continuously eligible for MA for up to 12 months until the last day of the month in which they turn 21. At the end of each 12-month continuous eligibility period, the child is subject to annual renewal and eligibility is redetermined. If the child remains eligible for MA at renewal, the child will receive another 12-month continuous eligibility period.
- Exceptions:
  - The child turns age 6 (a child is considered 6 the first day of the month following the month of the child's birthday) or the child turns age 21 (a child is considered 21 the first day of the month following the month of the child's birthday).
  - The child is no longer a resident of Minnesota.
  - The child or the child's representative requests a voluntary closure of MA.
  - The child is deceased.
  - The child was approved for MA based on attested information and outstanding post-eligibility verification was not provided or was provided and results in ineligibility.
  - The agency determines that eligibility was granted in error at the most recent determination, redetermination, or renewal of eligibility because of agency error or fraud attributed to the child or the child's representative.

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# Economic Assistance

MinnesotaCare Expansion - Undocumented Individuals  
MN DHS expands Continuous MA Eligibility for Children up to Age 6 &  
Children ages 19 & 20

**From:** [MN DHS HCA AC, HCA \(DHS\)](#)  
**Subject:** Today Minnesota expands eligibility for MinnesotaCare, Improves access to health care  
**Date:** Tuesday, November 12, 2024 11:19:24 AM

Colleagues:

It's my pleasure to share that MinnesotaCare became more inclusive today.

Starting this morning, immigration status is no longer a barrier to accessing this important health insurance program. The Department of Human Services officially opened MinnesotaCare to undocumented people living in the state, and applications can be submitted now.

Immigrant communities are vital to the fabric of our state – to our workforce, to our economy, and as our friends, colleagues, family members and neighbors. Yet for too long, high rates of uninsurance for undocumented people have contributed to disparities in health care access, health outcomes and quality of life. Expanded eligibility for these Minnesotans will reduce uninsured rates, increase preventive and early health care use in lieu of emergency room visits, lower costs, decrease uncompensated care, and improve health outcomes. That benefits all Minnesotans. Our public health is interconnected.

Please join me in helping spread the word to immigrant communities about this important change in eligibility for MinnesotaCare. Communications will take a team approach, and we've developed a suite of tools to hopefully make it easy for you to share messages. Your communications materials include a one-stop shop for all things MinnesotaCare at [mn.gov/dhs/minnesotacare](https://mn.gov/dhs/minnesotacare). This new website is translated into Spanish, Somali and Oromo. From there, you will find a [communications toolkit](#) that includes:

- Social media posts
- Digital ads
- Printable materials, like a one-pager of frequently asked questions and a poster
- Copy to share in emails and newsletters
- PowerPoint decks for community events

These materials are evergreen, because today only marks the beginning of access to MinnesotaCare for undocumented people. There is no deadline to apply for the program, and no limit on the number of people who enroll. People can apply year-round.

The 2023 Legislature approved the law making MinnesotaCare more inclusive with support from a broad coalition of community, health, labor and faith organizations. It will continue to take a broad coalition of us working together to get folks enrolled. I look forward to joining you in that effort. Together, we will be making life-changing differences for the people of this state.

In gratitude,

**John M. Connolly, Ph.D., M.S.Ed.**

Pronouns: he/him/his

Assistant Commissioner | Health Care Administration

**Minnesota Department of Human Services**

651.431.2438

[mn.gov/dhs](https://mn.gov/dhs)





**Meeting Date: Dec. 3, 2024**  
**Beltrami County Commission**  
**Work Agenda**

**AGENDA BILL**

**SUBJECT: COUNTY DEVELOPMENT FUND UPDATE**

**RECOMMENDATIONS:** Informational - to provide the Board with an estimate to facilitate planning.

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**DEPARTMENT OF ORIGIN: Natural Resource Management**

**CONTACT PERSON: Shane Foley, Director of NRM, 333-4163**

**DATE SUBMITTED: 11/26/2024**

**CLEARANCES: N/A**

**BUDGET IMPACT: N/A**

**EXHIBITS: N/A**

**SUMMARY STATEMENT:** NRM Director will give an estimate of the 2024 year end NRM budget, specifically as it relates to the County Development Fund. The information will provide the Board and potential applicants with direction as to the magnitude of funds likely available for distribution at the beginning of 2025.



Date: December 3, 2024  
Beltrami County Commission  
Work Session

**AGENDA BILL**

**SUBJECT:** Local Option Sales Tax Public Hearing

**RECOMMENDATIONS:** Set hearing date for consideration of new LOST project list

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**DEPARTMENT OF ORIGIN:** Highway

**CONTACT PERSON (Name and Phone Number):** Bruce Hasbargen, County Engineer  
333-8180

**DATE SUBMITTED:** November 25, 2024

**CLEARANCES:** None

**EXHIBIT:** draft LOST project list

**BUDGET IMPACT:** The LOST provides significant funding for the improvement of county roads.

**SUMMARY STATEMENT:**

Counties are allowed to enact a Local Option Transit Sales Tax for specific projects. The County first adopted the LOST in 2013. It was readopted in 2017 with a new project list. The LOST provides significant funding which has been used to improve county roads. With the proposed 5-Year Transportation Improvement Plan we are nearing the end of the 2017 project list.

Attached is a new LOST project list to be considered for adoption.

Suggest having the Public Hearing at the next regular Board meeting on December 17<sup>th</sup>, 5pm.



## Local Option Sales Tax for Transportation Project List

RD NO.	LOCATION	M I L E S	TYPE OF PROJECT	PROJECT COST	ADDITIONAL COSTS	TOTAL PROJECT COST
20	CSAH 21 to CR 414	1.5	Reconstruction	\$ 3,000,000	\$ 500,000	\$ 3,500,000
7	Co. line to CSAH 14	6.6	Surface Treatment	\$ 1,300,000	\$ 25,000	\$ 1,325,000
27	CSAH 12 to CSAH 20	4.1	Resurfacing	\$ 1,650,000	\$ 50,000	\$ 1,700,000
29	In Tenstrike to TH 71 to CSAH 23	3.6	Resurfacing	\$ 1,450,000	\$ 50,000	\$ 1,500,000
43	In Tenstrike to TH 71	0.22	Resurfacing	\$ 125,000	\$ 25,000	\$ 150,000
31	TH 71 to CSAH 132	5.6	Resurfacing	\$ 2,250,000	\$ 50,000	\$ 2,300,000
91/307	CSAH 43 to 0.4 miles east	0.4	Reconstruction	\$ 400,000	\$ 50,000	\$ 450,000
3	US 2 to CSAH 22	4.9	Surface Treatment	\$ 1,250,000	\$ 50,000	\$ 1,300,000
15	Townhall Rd to Turtle River	5.2	Surface Treatment	\$ 1,800,000	\$ 75,000	\$ 1,875,000
22	CSAH 15 to TH 71	7.1	Reconstruction	\$ 8,800,000	\$ 600,000	\$ 9,400,000
32	W CO LINE TO TH 89	10.7	Resurfacing	\$ 4,300,000	\$ 100,000	\$ 4,400,000
	Highway Maintenance Facility		Building	\$ 3,500,000	\$ 500,000	\$ 4,000,000
16	CSAH 5 to CSAH 14	5.6	Resurfacing	\$ 2,000,000		\$ 2,000,000
32	TH 89 to CSAH 31	17.7	Surface Treatment	\$ 4,400,000	\$ 100,000	\$ 4,500,000
13	CSAH 26 to CSAH 32	7.7	Resurfacing	\$ 2,700,000		\$ 2,700,000
54	So. Co line to E. Co. line	2.1	Resurfacing	\$ 850,000	\$ 25,000	\$ 875,000
11	CSAH 7 to US 2	2.5	Resurfacing	\$ 900,000		\$ 900,000
6	CSAH 6 and 11 intersection		Roundabout	\$ 1,300,000	\$ 200,000	\$ 1,500,000
23	2.8 MI N SHOTLEY TO TH 72	5.6	Resurfacing	\$ 2,000,000		\$ 2,000,000
93	CSAH 36 to TH 72 Kelliher	0.2	Resurfacing	\$ 75,000	\$ 25,000	\$ 100,000
94	CSAH 36 to TH 72 Kelliher	0.4	Resurfacing	\$ 150,000	\$ 25,000	\$ 175,000
42	CSAH 15 to CSAH 21	0.5	Reconstruction	\$ 1,000,000		\$ 1,000,000
21	TH 197 to Annabell	1.3	Reconstruction	\$ 6,000,000	\$ 1,000,000	\$ 7,000,000
11	CSAH 50 to TH 197	1	Resurfacing	\$ 350,000		\$ 350,000
25	CSAH 4 to CSAH 8	3.3	Resurfacing	\$ 1,200,000		\$ 1,200,000
46	1.5 miles west of TH 71 to TH 71	1.5	Resurfacing	\$ 500,000	\$ 25,000	\$ 525,000
40	CSAH 9 to TH 71	2.5	Reconstruction	\$ 2,500,000		\$ 2,500,000
43	TH 71 to CR 307	1.47	Resurfacing	\$ 500,000	\$ 25,000	\$ 525,000
31	TH 71 to TH 71	1.8	Resurfacing	\$ 625,000	\$ 25,000	\$ 650,000
27	CSAH 20 to CSAH 22	3.9	Resurfacing	\$ 1,400,000		\$ 1,400,000
14	CSAH 14 to US 2 (Spirit Ave)	0.3	Resurfacing	\$ 100,000	\$ 25,000	\$ 125,000
30	Blackduck to E. Co. Line	5.8	Widen/Reconstruction	\$ 6,000,000	\$ 1,000,000	\$ 7,000,000
15	CSAH 26 to CSAH 32	6.9	Widen/Reconstruction	\$ 7,000,000	\$ 1,000,000	\$ 8,000,000
5	Solway to CSAH 22	5.1	Widen/Reconstruction	\$ 5,000,000	\$ 1,000,000	\$ 6,000,000
				\$ 76,375,000	\$ 6,550,000	\$ 82,925,000



Date: December 3, 2024  
Beltrami County Commission

**WORK MEETING AGENDA BILL**

**SUBJECT: 2025 Board Meeting Schedule**

**RECOMMENDATIONS: Review the 2025 Board Meeting Schedule**

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**DEPARTMENT OF ORIGIN: Administration**

**CONTACT PERSON:**

Tom Barry, County Administrator 333-4109

**DATE SUBMITTED: November 26, 2024**

**CLEARANCES: N/A**

**BUDGET IMPACT: N/A**

**ATTACHMENTS: Proposed 2025 Board Meeting Schedule**

**SUMMARY STATEMENT:**

Tentative Board Meeting dates and locations for the year 2025 are attached for review, with the understanding that meetings may change throughout the year, as directed by the Board. Also included is the Chat-About radio session schedule, the BATO meeting schedule and the Management Team meeting schedule.

The radio station as requested that the Board consider changing the Chat-About sessions to the Wednesday morning after the board meeting at 9:30 am rather than the Tuesday morning of the board meeting day.

**BELTRAMI COUNTY BOARD OF COMMISSIONERS**  
**PROPOSED 2025 MEETING SCHEDULE**  
**AS OF: January 1, 2025 subject to change**

**January 7, 2025**

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

**January 21, 2025**

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

**February 4, 2025**

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

**February 18, 2025**

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

**March 4, 2025**

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

**March 18, 2025**

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

**April 1, 2025**

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

**April 15, 2025**

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

**May 6, 2025**

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

**May 20, 2025**

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

**June 3, 2025**

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

**June 17, 2025**

3:00 p.m. Work Meeting, Board Room  
5:00 p.m. Regular Board Meeting, Board Room  
Beltrami County Administration Building  
6:00 p.m. BOARD OF APPEAL & EQUALIZATION

**July 1, 2025**

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

**July 15, 2025**

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

**August 5, 2025**

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

**August 19, 2025**

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

**September 2, 2025**

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

**September 16, 2025**

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

**October 7, 2025**

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

**October 21, 2025**

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

**November 4, 2025**

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

**November 18, 2025**

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

**December 2, 2025**

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

**December 16, 2025**

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

**Township Officer Meeting:**  
**Northern Town Hall**  
**Beltrami Association of Officers (BATO)**  
**4<sup>th</sup> Tuesday @ 6:30 pm**  
 March 25 Tim Sumner  
 June 24 Joe Gould  
 October 28 Scott Winger

**2025 Chat-About Radio Sessions:**  
**Arrive to tape interview at 9:30 a.m.**

January 7	Craig Gaasvig
January 21	Joe Gould
February 4	Scott Winger
February 18	Tim Sumner
March 4	John Carlson
March 18	Craig Gaasvig
April 1	Joe Gould
April 15	Scott Winger
May 6	Tim Sumner
May 20	John Carlson
June 3	Craig Gaasvig
June 17	Joe Gould
July 1	Scott Winger
July 15	Tim Sumner
August 5	John Carlson
August 19	Craig Gaasvig
September 2	Joe Gould
September 16	Scott Winger
October 7	Tim Sumner
October 21	John Carlson
November 4	Craig Gaasvig
November 18	Joe Gould
December 2	Scott Winger
December 16	Tim Sumner

**Management Team Schedule**  
**County Board Room**  
**Monthly @ 8:30 am**

*Subject to change*

January 2	Scott Winger -orientation
January 15	Tim Sumner
February 12	John Carlson
March 12	Craig Gaasvig
April 9	Joe Gould
May 14	Scott Winger
June 11	Tim Sumner
July 9	John Carlson
August 13	Craig Gaasvig
September 10	Joe Gould
October 15	Scott Winger
November 12	Tim Sumner
December 10	John Carlson



Date: December 3, 2024  
Beltrami County Commission

**WORK MEETING AGENDA BILL**

**SUBJECT: 2025 Commissioner Committee Assignments**

**RECOMMENDATIONS:** Review the 2025 Commissioner Committee Assignments

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**DEPARTMENT OF ORIGIN:** Administration

**CONTACT PERSON:**

Tom Barry, County Administrator                      333-4109

**DATE SUBMITTED:** November 26, 2024

**CLEARANCES:** N/A

**BUDGET IMPACT:** N/A

**ATTACHMENTS:** 2024 Commissioner Committee Assignments

**SUMMARY STATEMENT:**

Review the 2024 Commissioner Committee assignments and make any changes/additions/corrections, as needed for 2025.

This item is not scheduled for the December 3 Regular Meeting, but could be approved at that time. Alternatively, the Board will need to approve the 2025 Commissioner Committee Assignments at the December 17, 2024 meeting.



2024 updated committees 052124  
District 1

Committees DISTRICT 1	Per Diem & Expenses	Delegate	Meeting Date & Time	Contact Information
		Alternate		
Association of Minnesota Counties (including Policy Committees)	Y	D	As Needed	Julie Ring, 651-789-4325
Bemidji Regional Airport Authority Board	Y	D	3rd Wednesday, monthly @ 5:00 pm	Karen Weller 218-444-2438
Blackduck Ambulance	Y	D	3rd Thursday	
Blackduck EMS Joint Powers Board	Y	D	3rd Thursday @noon	
Cass Lake Fire Association	Y	D	Quarterly	
ConCon/PLT Fund Committee	Y	A	As Needed	
County Public Defender Committee	N	D	As Needed	County Attorney 218-333-4219
Criminal Justice Committee	N	D	As Needed	
E-911 Committee	N	D	As needed	Chris Muller 218-333-8386
Fair Board	Y	D	3rd Monday of Month @ 7:00 p.m.	Paul Hokuf, 218-444-8169
Headwaters Regional Dev Board (HRDC)	Y	D	3rd Thursday of Month @ 7:00 p.m.	Naomi Carlson, 218-333-6539
Jail Sub-Committee - Finance	N	D	As Needed	Administrator 218-333-4019
Joint Airport Zoning Board (JAZB)	Y	D	As needed	Karen Weller 218-444-2438
Joint Law Enforcement Center Board	Y	D	As Needed	Jason Riggs, 218-333-4135
Mississippi Headwaters Board	Y	D	3rd Friday of Month @9:00 a.m.	
Northwest Regional Radio Board	Y	D	Quarterly	Chris Muller 218-333-4163
One Watershed/One Plan W/IP Policy Committee	Y	D	(Headwaters)	Brent Rud 218-333-4157
Paul Bunyan Transit Joint Powers Board	Y	D	2nd Wednesday of Month Quarterly @ 4:00 p.m.	Lezlie Grubich 218-444-9520
Planning Commission	N	D	4th Monday of Month	Brent Rud 218-333-4159
Polk County Incinerator Advisory Board	Y	D	Quarterly, in Fosston MN 9:30 - 1	
Solid Waste Committee	N	D	3rd Tuesday, monthly @ 9:00 am	Brian Olson 218-333-8187
Kitchigami Regional Library Board	Y	A	3rd Thursday of Month @ 6:00pm (9 times/year)	Kitchigami Regional Library Board

2024 updated committees 052124  
District 2

Committees DISTRICT 2	Per Diem & Expenses	Delegate Alternate	Meeting Date & Time	Contact Information
Association of Minnesota Counties (including Policy Committees)	Y	D	As Needed	Julie Ring, 651-789-4325
Beltrami HRA	Y	D	2nd Tuesday of Month @ 4:00 p.m. alternating months	Sandy Hennum, 218-333-6532
BiCAP – Board of Directors & Housing	Y	D	2nd Thursday of the Month @ 4:00 p.m.	Bart Moran 218-333-9827
Greater Bemidji	Y	A	3rd Friday of Month @ 7:30 a.m.	Dave Hengel, 218-444-5757
Hope House Board	Y	D	3rd Wednesday of Month @ 12:00 p.m.	Hope House Board
Jail Sub-Committee – Programming	N	D	As Needed	Administrator 218-333-4109
Joint Powers Natural Resource Board	Y	D	3rd Monday of Month	
Kitchigami Regional Library Board	Y	D	3rd Thursday of Month @ 6:00pm (9 times/year)	Kitchigami Regional Library Board
Land Review Committee	N	D	As Needed	Richard Moore, 218-333-4163
Law Library Board	N	D	As Needed	
Northern Lights Library Board	Y	D	Saturday Quarterly	
Northwest Juvenile Center Board	Y	D	3rd Thurs odd Months 10:00. Even months – 3rd Mon 7	Mindy O'Brien 218-751-3196
Opioid Settlement Committee	N	D	2nd Monday of Month 2-4 pm	Amy Bowles 218-333-8116
State Community Health Services (SCHAC) Advisory Committee	Y	D	3rd Friday plus 3 conferences in Oct & Qtr1 in Mpls	Anne Lindseth 218-333-8119
State Human Services Performance Council	Y	D	As Needed	AMC

2024 updated committees 052124  
District 3

Committees	Per Diem & Expenses	Delegate	Meeting Date & Time	Contact Information
		Alternate		
Association of Minnesota Counties (including Policy Committees)	Y	D	As Needed	Julie Ring, 651-789-4325
Behavioral Health Community Collaborative	Y	D	Even months, 2nd Thursday 8:00 am	
Beltrami Area Service Collaborative (BASCC)	Y	D	Even Months Wednesday 8:00 am	
Beltrami Health & Human Services Advisory Committee	Y	D	As Needed	Anne Lindseth, 218-333-8119
BiCAP – Board of Directors & Housing	Y	A	2nd Thursday of the Month @ 4:00 p.m.	Barb Moran 218-333-9827
County Extension Committee	N	D	Quarterly – 4th Monday 9:30 am	Tony Hansen 218-327-5958
Ditch Committees	Y	D	2nd Monday of Month	
Fair Board	Y	A	3rd Monday of Month @ 7:00 p.m.	Paul Hokuf, 218-444-8169
E-911 Committee	N	D	As needed	Chris Muller 218-333-8386
Household Hazardous Waste	N	D	Quarterly – Bagley 9:00	
Jail Steering Committee	N	D	As Needed	Administrator 218-333-4108
Land of the Dancing Sky AAA	Y	A	3rd Monday Quarterly	Shannon Hendrickson, 218-745-6733
Land Review Committee	N	D	As Needed	Richard Moore, 218-333-4163
Negotiations/Mediation	N	D	As Needed	
Newsletter Committee	N	D	As Needed	Diane Moe, 218-333-8478
Northwest Juvenile Center Board	Y	D	3rd Thurs odd Months 10:00. Even months – 3rd Mon 7	Mindy O'Brien 218-751-3196
Personnel Committee	N	D	As Needed	Ann Schroeder 218-333-4155
PrimeWest Health System	Y	D	1st Thursday in Alexandria	Jim Przybilla, 320-335-5250
PrimeHealth Board	Y	A	Usually Quarterly 11 am	Jim Przybilla, 320-335-5250
Solid Waste Committee	N	D	3rd Tuesday, monthly @ 9:00 am	Brian Olson 218-333-8187

2024 updated committees 052124  
District 4

Committees	Per Diem & Expenses	Delegate	Meeting Date & Time	Contact Information
		Alternate		
Association of Minnesota Counties (including Policy Committees)	Y	D	As Needed	Julie Ring, 651-789-4325
ATV Committee	N	D	As Needed	REMOVED
Blackduck Ambulance	Y	D	3rd Thursday	
ConCom/PLT Fund Committee	Y	D	As Needed	
Ditch Committees	Y	D	2nd Monday of Month	
Jail Steering Committee	N	D	As Needed	Administrator 218-333-4108
Kelliber Resource Center	Y	D	As Needed	REMOVED
Northwest Juvenile Center Board	Y	D	3rd Thurs odd Months 10:00. Even months – 3rd Mon 7	Mindy O'Brien 218-751-3196
One Watershed/One Plan IWIP Policy Committee	Y	D	(Headwaters)	Brent Rud 218-333-4157
Opioid Settlement Committee	N	D	2nd Monday of Month 2-4 pm	Amy Bowles 218-333-8116
State Community Health Services (SCHAC) Advisory Committee	Y	D	3rd Friday plus 3 conferences in Oct & Qtr1 in Mpls	Anne Lindseth 218-333-8119
Joint Powers Natural Resource Board	Y	A	3rd Monday of Month	
Veterans Home Task Force	Y	A	As Needed	REMOVED

2024 updated committees 052124  
District 5

Committees DISTRICT 5	Per Diem & Expenses	Delegate	Meeting Date & Time	Contact Information
		Alternate		
Association of Minnesota Counties (including Policy Committees)	Y	D	As Needed	Julie Ring, 651-789-4325
Blackduck Ambulance	Y	A	3rd Thursday	
Blackduck EMS Joint Powers Board	Y	A	3rd Thursday @noon	
Bemidji Regional Airport Authority Board	Y	D	3rd Wednesday, monthly @ 5:00 pm	Karen Weller 218-444-2438
Con/Con/PILT Fund Committee	Y	D	As Needed	
County Extension Committee	N	D	Quarterly – 4th Monday 9:30 am	Tony Hansen 218-327-5958
County Public Defender Committee	N	D	As Needed	County Attorney 218-333-4219
DWI/Specialty Courts Steering Committee	N	D	As Needed	Pam Norenburg, 218-759-4368
Greater Bemidji	Y	D	3rd Friday of Month @ 7:30 a.m.	Dave Hengel, 218-444-5757
Jail Sub-Committee – Design & Operations	N	D	As Needed	Administrator 218-333-4109
Joint Airport Zoning Board (IAZB)	Y	D	As needed	Karen Weller 218-444-2438
Joint Powers Natural Resource Board	Y	A	3rd Monday of Month	
Land of the Dancing Sky AAA	Y	D	3rd Monday Quarterly	Shannon Hendrickson, 218-745-6733
Mississippi Headwaters Board	Y	A	3rd Friday of Month @9:00 a.m.	
Northwest Regional Radio Board	Y	A	Quarterly	Chris Muller 218-333-4163
Newsletter Committee	N	D	As Needed	Diane Moe, 218-333-8478
Noxious Weed Committee	N	D	As Needed	
Paul Bunyan Transit Joint Powers Board	Y	D	2nd Wednesday of Month Quarterly @ 4:00 p.m.	Lezlie Grubich 218-444-9520
PrimeHealth Board	Y	D	Usually Quarterly 11 am	Jim Przybilla, 320-335-5250
Veterans Home Task Force	Y	D	As Needed	
Ditch Committees	Y	A	2nd Monday of Month	
Northwest Regional Radio Board	Y	A	Quarterly	Chris Muller 218-333-4163
One Watershed/One Plan 1W1P Policy Committee	Y	D	(Headwaters)	Brent Rud 218-333-4157
Polk County Incinerator Advisory Board	Y	A	Quarterly, in Fosston MN 9:30 - 1	
PrimeWest Health System	Y	A	1st Thursday in Alexandria	Jim Przybilla, 320-335-5250