ITASCA COUNTY
BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744
(218) 327-2847

Tuesday, July 20, 2021 | 2:30 PM | Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:30 PM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
Leo Trunt	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Ben DeNucci	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, July 13, 2021 County Board Regular Session.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve final payment for Contract 59914; Phillips Rd. Bridge Replacement, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 07/27/2021 2:30 PM**

2. Approve utility easement for construction, maintenance and operation of an underground primary telecommunication line over and across tax-forfeited trust lands in Section 20, Township 57, Range 26 and authorize necessary signatures.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 07/27/2021 2:30 PM**

3. Approve the lease agreement between the MN Timber Producers Inc. and Itasca County for the 2021 North Star Expo event at the Itasca County Fairgrounds, and authorize necessary signatures.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 07/27/2021 2:30 PM**

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

   No citizen input provided.

2. IMCare Compliance Plan, Standards of Conduct and Related Policies and Procedures

   Contract Compliance Officer Laura Grover provided information regarding the request to approve the IMCare Compliance Plan, Standards of Conduct, and related policies and procedures.

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 07/27/2021 2:30 PM**

3. County Clean-up Discussion

   Environmental Services Coordinator Greg Stoltz provided information regarding clean-up needs within Itasca County and funding concerns for such needs.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

4. Bid Award for Bituminous Paving Contract 61614

   Motion To: Award Bituminous Paving Contract 61614 to the lowest responsible bidder, KGM Contractors, Inc., in the amount of $2,573,749.19 and authorize the required signatures on the contract documents.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

5. 2022 Upper Mississippi Basin LiDAR Acquisition

   Land Commissioner Kory Cease provided information regarding a planned 2022 LiDAR acquisition for the Upper Mississippi River Basin area and the associated funding needs.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

6. Jail Cell Design Update

   Jay Seavy, President of Maximum Security Systems, Inc. (MSSI), and Dave Tidwell, Vice-President of Business Development for Cornerstone Detention, introduced themselves and their respective companies.

RECESS
Chair Ives recessed the meeting at 3:34 PM.

RECONVENE
Chair Ives reconvened the meeting at 3:35 PM outside on the Courthouse grounds with all members present for on-site viewing of the MSSI/Cornerstone Detention jail cell product.

Mr. Seavy and Mr. Tidwell provided an on-site viewing and demonstration of their jail cell product.

RECESS
Chair Ives recessed the meeting at 4:01 PM.

RECONVENE
Chair Ives reconvened the meeting at 4:05 PM in the Boardroom of the Itasca County Courthouse with all members present.

VII. COMMITTEE REPORTS

Commissioner DeNucci reported on his attendance of a recent Transportation Alliance meeting, as well as various township and city council meetings.

Commissioner Tinquist reported on his attendance of recent Itasca Waters and Extension Committee meetings.

Commissioner Trunt reported on his attendance of recent Western Mesabi Mine Planning Board (WMMPB) and Itasca County Township Association (ICTA) meetings.

Commissioner Snyder reported on his attendance of recent Extension Committee, City/County Cooperative Committee, and Itasca County Township Association (ICTA), as well as an Itasca Gun Club and miscellaneous mining meetings.

Commissioner Ives reported on his attendance of recent Risk Commission and Northeast Minnesota Office of Job Training (NEMOJT), as well as various township meetings, and a tour of the Carlton County jail.

VIII. ADMINISTRATOR UPDATE

Commissioner Brett Skyles provided an Administrator Update regarding the Correctional Facility/Courts construction project.

IX. COMMISSIONER COMMENTS

Commissioner DeNucci provided comment regarding the Mesabi Metallics purchase of 3,200 acres of land from ButlerTac Holdings.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Ives adjourned the meeting at 4.17 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board

ITASCA COUNTY
BOARD OF COMMISSIONERS

Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744
(218) 327-2847

Tuesday, July 13, 2021 | 2:30 PM | Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:31 PM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:31 PM
Terry Snyder	District #2	Present	2:31 PM
Leo Trunt	District #3	Present	2:31 PM
Burl Ives	District #4	Present	2:31 PM
Ben DeNucci	District #5	Present	2:31 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Item #5.9 (Easement over Tax-Forfeited Land to Huber Engineered Woods), add the item as Item #6.7, amend Item #6.7 (Commissioner Warrants), and approve the agenda, as amended.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, July 6, 2021 County Board Special Session and the Tuesday, July 6, 2021 County Board Work Session.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

V. CONSENT AGENDA

Motion To: Approve the Consent Agenda, as delineated below.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

1. Approve contract with Braun Intertec for Soil, Groundwater, and Soil Vapor investigation at the new Correctional Facility/Courts construction site.
2. Approve contract with Braun Intertec for Special Inspection and Construction Materials Testing Services for the Correctional Facility/Courts construction.

3. Authorize IMCare Director and County Board Chair to sign the contract between IMCare and Kreklow Dental PLLC.
4. Authorize Itasca County Health and Human Services (HHS) to use Honeywell, Inc. as the project manager to go out for bids on the Itasca Resource Center (IRC) Roof Top Unit (RTU) Replacement Project.
5. Award Contract 66322 for TH 2 / CSAH 63 Intersection Project to the lowest responsible bidder, KGM Contractors, Inc., in the amount of $927,662.17 and authorize the required signatures on the contract documents.
6. Adopt the Resolution Re: Cooperative Construction Agreement No. 07012021 between Itasca County and the City of Grand Rapids, which authorizes Itasca County to enter into the agreement.
7. Approve Highway Easement over Portions of Tax-Forfeit Land to the City of Deer River over and across tax-forfeited trust lands described as that part of the East 120 feet of Lots 13 and 14, Block 17, Plat of Itasca City for the appraised value of $276.00 and authorize necessary signatures.
8. Accept attached land classification list and schedule a Fall 2021 Land Classification Meeting for Tuesday, September 21, 2021 at 1:00 pm in the County Board Room.
10. Approve Recreational Trail License to the City of Cohasset across tax-forfeited land described as part of Lot 8; Section 23, Township 55 North, Range 26 West, and authorize necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input

   No citizen input provided.

2. Recognition of County Employees

   The following employees were recognized:

   Congratulations to Lee Nowling who accepted a job change from Social Worker, Family Services Division to Child Support Officer, Health & Human Services Department effective June 27, 2021.

   Welcome new employee Aaron Gabler, Highway Maintenance Worker, Transportation Department effective July 6, 2021.

   Welcome new employee Blake Thompson, Helpdesk Technician, MIS Department effective July 6, 2021.

   Welcome new employee Clint Chance, Highway Maintenance Worker, Transportation Department effective July 12, 2021.

   Farewell to Carrie Sheehy whose last day as an Administrative Services Assistant will be July 14, 2021 after 19+ years of service.

   Welcome new employee Nicole Maki, Eligibility Specialist, Family Services Division, Health & Human Services Department effective July 12, 2021.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of July 16, 2021, 2021, in the amount of $2,587,358.03.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

4. COVID-19 Update

Health and Human Services (HHS) Director Eric Villeneuve provided a situational and informational update regarding COVID-19 (novel coronavirus) in Itasca County, including information regarding vaccination roll-out. If you have questions or concerns regarding COVID-19, please call the Public Health Hotline at (218) 327-6784, visit http://www.co.itasca.mn.us/798/COVID-19-Coronavirus-Information, or contact First Call for Help/211 at (218) 326-8565.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

5. Bid Award for Pedestrian Crossing System - Coleraine

Motion To: Award a contract for the Pedestrian Crossing System in Coleraine to the lowest responsible bidder, TNT Construction Group, LLC, in the amount of $218,900 and authorize signatures on the contracts.,

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

6. Public Hearing Re: Adoption of a Water Surface Use Ordinance for a Slow No Wake Zone on the North Bay of Johnson Lake #31058600

Motion To: Open the Public Hearing Re: Adoption of a Water Surface Use Ordinance for a Slow No Wake Zone on the North Bay of Johnson Lake #31058600.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Motion To: Close the above Public Hearing.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Terry Snyder
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Motion To: Adopt a Water Surface Use Ordinance for a Slow-No Wake Zone on the North Bay of Johnson Lake #31058600, pending approval by the Minnesota Department of Natural Resources (DNR).

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

7. Easement over Tax-Forfeited Land to Huber Engineered Woods

Motion To: Approve easement for railway purposes to Huber Engineered Woods, LLC over tax-forfeited land described as Government Lot 3, Government Lot 4 and the East Half of the Southwest Quarter all in Section 31, Township 56 North, Range 26 West, and authorize necessary signatures.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

VII. COMMISSIONER COMMENTS

Commissioner Snyder provided comment regarding the recent Wilderness Wheelers Open House and Safety Day and their use of the $1,000 grant they received to collaborate with local businesses to purchase youth helmets.

RECESS

Chair Ives recessed the meeting at 3:04 PM.

RECONVENE

Chair Ives reconvened the meeting at 3:07 PM, with all members present.

VIII. CLOSED SESSIONS

1. Closed Session Re: Moratzka, Timothy D. Trustee of the Nancy L. Mayen Residual Trust/Application

Motion To: Go into Closed Session pursuant to MN Statutes 13D.05, Subd. 3(B) and 13D.05, Subd. 1(D) based upon Attorney Client Privilege MN Statute 595.02, Subd. 1(B) to consult with its Attorney in reference to a pending action in the Matter of the Moratzka, Timothy D. Trustee of the Nancy L. Mayen Residual Trust/Application.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Others Present: County Attorney Matti Adam, Land Commissioner Kory Cease, Chief Deputy/First Assistant County Attorney Michael Haig, County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Leo Trunt
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

Motion To: Direct the County Attorney's office to continue to pursue an appeal in the Matter of the Moratzka, Timothy D. Trustee of the Nancy L. Mayen Residual Trust/Application.

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

IX. ADJOURN

Chair Ives adjourned the meeting at 3:29 PM.

ATTEST

Burl Ives Chair of the County Board	Brett Skyles Clerk of the County Board

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 20, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1662

DEPARTMENT: Transportation
PRESENTER: Rachel Metelak

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Contract 59914 - Phillips Rd. Bridge Replacement - Final Payment Request

BOARD ACTION REQUESTED:
Approve final payment for Contract 59914; Phillips Rd. Bridge Replacement, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

BACKGROUND:
S & R Reinforcing, Inc. has completed the bridge replacement project on Phillips Rd. and it is recommended that final payment be processed.

Bid Amount: $280,143.36
Final Amount: $279,248.88

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:
1. Final Closeout packet for the Board

07/20/2021

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 07/27/2021 2:30 PM**

Contract Number: 59914
Pay Request Number: 6

Project Number	Project Description
031-599-014	SAP 031-599-014 - Phillips Rd. - Timber Bridge Replacement

Contractor:	S & R Reinforcing, Inc. 44216 Tame Fish Lake Road Aitkin, MN 56431	**Vendor Number:** **Up To Date:**	N/A 06/21/2021

Contract Amount		**Funds Encumbered**	
Original Contract	$280,143.36	Original	$280,143.36
Contract Changes	$0.00	Additional	N/A
Revised Contract	$280,143.36	Total	$280,143.36

Work Certified To Date	
Base Bid Items	$279,248.88
Contract Changes	$0.00
Material On Hand	$0.00
Total	$279,248.88

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
$0.00	$279,248.88	$0.00	$265,286.44	$13,962.44	$279,248.88
	Percent: Retained: 0%			Percent Complete: 99.68%	

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By
Rachel Metsa
County/City/Project Engineer
6/28/21
Date

Approved By S & R Reinforcing, Inc.
Christine
Contractor
6-25-2021
Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2020-08-18	$73,729.79	$3,686.49	$70,043.30
2	2020-10-20	$42,026.79	$2,101.34	$39,925.45
3	2020-11-03	$118,079.76	$5,903.99	$112,175.77
4	2020-11-17	$40,444.54	$2,022.22	$38,422.32
5	2021-06-14	$4,968.00	$248.40	$4,719.60
6	2021-06-21	$0.00	($13,962.44)	$13,962.44

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Bridge		$243,490.58	$0.00	$231,316.05	$12,174.53	$243,490.58
Grading		$35,758.30	$0.00	$33,970.38	$1,787.92	$35,758.30

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	Town Bridge	$13,462.45	$280,143.36	$280,143.36	$269,248.88
2	Local	$500.00			$10,000.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2011.601	CONSTRUCTION SURVEYING	LS	$6,000.00	1	0	$0.00	1	$6,000.00
Base Bid	2	2021.501	MOBILIZATION	LS	$32,550.00	1	0	$0.00	1	$32,550.00
Base Bid	3	2105.601	ONE LANE BYPASS (14' LANE)	LS	$32,312.50	1	0	$0.00	1	$32,312.50
Base Bid	4	2360.504	TYPE SP 9.5 WEAR CRS MIX(3;C)4.0" THICK	S Y	$72.00	69	0	$0.00	69	$4,968.00
Base Bid	5	2401.601	SLOPE PREPARATION	LS	$4,690.00	1	0	$0.00	1	$4,690.00
Base Bid	6	2401.601	STRUCTURE EXCAVATION	LS	$5,660.00	1	0	$0.00	1	$5,660.00
Base Bid	7	2402.508	STRUCTURAL STEEL (3306) (P)	LB	$10.32	614	0	$0.00	614	$6,336.48
Base Bid	8	2403.502	PREFAB TIMBER PANELS TYPE A26	EACH	$21,434.50	1	0	$0.00	1	$21,434.50
Base Bid	9	2403.502	PREFAB TIMBER PANELS TYPE B26	EACH	$20,902.50	1	0	$0.00	1	$20,902.50
Base Bid	10	2403.502	PREFAB TIMBER PANELS TYPE C26	EACH	$15,371.75	2	0	$0.00	2	$30,743.50
Base Bid	11	2403.508	HARDWARE (P)	LB	$5.12	1385	0	$0.00	1385	$7,091.20
Base Bid	12	2403.603	TIMBER RAILING (P)	L F	$256.50	52	0	$0.00	52	$13,338.00
Base Bid	13	2403.622	TREATED TIMBER (P)	MBM	$4,694.00	4.586	0	$0.00	4.586	$21,526.68

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	14	2452.502	C-I-P CONC TEST PILE 50 FT LONG 12"	EACH	$5,000.00	2	0	$0.00	2	$10,000.00
Base Bid	15	2452.502	PILE POINTS 12"	EACH	$240.00	10	0	$0.00	10	$2,400.00
Base Bid	16	2452.503	TREATED TIMBER PILING DELIVERED	L F	$60.00	100	0	$0.00	80	$4,800.00
Base Bid	17	2452.503	TREATED TIMBER PILING DRIVEN	L F	$1.00	100	0	$0.00	80	$80.00
Base Bid	18	2452.603	C-I-P CONCRETE PILING 12"	L F	$28.34	320	0	$0.00	344.1	$9,751.79
Base Bid	19	2511.504	GEOTEXTILE FILTER TYPE 7	S Y	$5.18	220	0	$0.00	345	$1,787.10
Base Bid	20	2511.509	RANDOM RIPRAP CLASS III	TON	$41.42	140	0	$0.00	111.5	$4,618.33
Base Bid	21	2563.601	TRAFFIC CONTROL	LS	$2,500.00	1	0	$0.00	1	$2,500.00
Base Bid	22	2101.501	CLEARING & GRUBBING	LS	$2,555.00	1	0	$0.00	1	$2,555.00
Base Bid	23	2105.507	COMMON EXCAVATION (P)	C Y	$19.73	101	0	$0.00	101	$1,992.73
Base Bid	24	2105.507	COMMON BORROW (LV)	C Y	$26.59	173	0	$0.00	173	$4,600.07
Base Bid	25	2118.507	AGGREGATE SURFACING (CV) CLASS 5 (P)	C Y	$45.75	130	0	$0.00	130	$5,947.50
Base Bid	26	2442.501	REMOVE EXISTING BRIDGE	LS	$12,000.00	1	0	$0.00	1	$12,000.00
Base Bid	27	2573.503	SILT FENCE; TYPE MS	L F	$3.50	591	0	$0.00	318	$1,113.00
Base Bid	28	2575.501	TURF ESTABLISHMENT	LS	$3,000.00	1	0	$0.00	1	$3,000.00
Base Bid	29	2575.505	RAPID STABILIZATION METHOD 1	ACRE	$2,000.00	0.18	0	$0.00	0	$0.00
Base Bid	30	2575.604	ROLLED EROSION PREVENTION CATEGORY 20	SY	$3.50	874	0	$0.00	1300	$4,550.00
Base Bid Totals:								**$0.00**		**$279,248.88**

Project Category Totals

Project	Category	Amount This Request	Amount To Date
031-599-014	Non-participatng	$0.00	$35,758.30
031-599-014	Participating	$0.00	$243,490.58

Contract Change Item Status

Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:										**$0.00**		**$0.00**

Contract Total	**$279,248.88**

Contract Change Totals

Number	Description	Amount This Request	Amount To Date
1	Due to delays in delivering the timber for the bridge, the project will not be completed in time to pave the bridge this fall. The Engineer has revised the completion date to June 15, 2021 for paving purposes. This is a no cost change order.	$0.00	$0.00

Material On Hand Additions

Line	Item	Description	Date	Added	Comments

Material On Hand Balance

Line	Item	Description	Date	Added	Used	Remaining

CERTIFICATE OF PERFORMANCE FORM

County of Itasca

Project No.: SAP 031-599-014
Phillips Rd. – Bridge Replacement

Name of Contractor: S & R Reinforcing, Inc.

Contract No.: 59914

Total Value of Work: $279,248.88

I HEREBY CERTIFY to the Board of commissioners of the above named County, that I have been in charge of the work required by the above described contract; that all of such work has been done and performed as measured by and in accordance with and pursuant to the terms of said contract.

7-12-2021
Date

Karin Grandia
County Highway Engineer
Karin Grandia, P.E.

cc County Auditor
State Aid Engineer
County Highway Engineer

** Required for all State Aid and Federal Aid Projects

CERTIFICATE FOR FINAL PAYMENT

State of Minnesota

County of Itasca

Project No.: SAP 031-599-014

Contract No.: 59914

The County Board of Itasca County hereby recognizes that the work done by S & R Reinforcing, Inc. of Aitkin, MN, under contract with Itasca County, made and entered into on June 23, 2020, relating to the furnishing of materials, and/or, the construction of the above-named project has been completed.

We hereby approve of the Engineer's Final Estimate hereto attached, including variations from the original plans, and hereby find the Contractor entitled to total compensation for said work according to said estimate.

Dated: _____, 2021

Signed: _____

Chairman, Itasca County Board

_____

Clerk to the County Board

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 20, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1664

DEPARTMENT: Land Department
PRESENTER: Cindy Shevich

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Utility Easement for Lake Country Power on Tax-Forfeited Trust Land

BOARD ACTION REQUESTED:
Approve utility easement for construction, maintenance and operation of an underground primary telecommunication line over and across tax-forfeited trust lands in Section 20, Township 57, Range 26 and authorize necessary signatures.

BACKGROUND:
This easement is for construction of power lines for electric service to benefit an adjacent land owner.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Easement 20-57-26 Skallman

07/20/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 07/27/2021 2:30 PM**

ITASCA COUNTY UTILITY EASEMENT

This easement is granted this ___ day of _____, 20___, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts, hereinafter referred to as the Grantor, to Lake Country Power of 26039 Bear Ridge Drive, Cohasset, MN 55721, hereinafter referred to as the Grantee.

The address of the Grantee for purposes of any notification required herein shall be 26039 Bear Ridge Drive, Cohasset, MN 55721.

RECITALS

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which authorizes the County Auditor to grant easements upon unsold, tax-forfeited lands.
2. The Grantee desires to obtain an easement for Underground power line purposes and the Grantor desires to grant such an easement upon the property below described.
3. The Itasca County Board of Commissioners, by Board Action dated the ___ day of _____ 2021, have prescribed the terms set forth below.

NOW, THEREFORE, in consideration of the premises and terms hereinafter set forth, the Grantor hereby grants unto the Grantee its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon, across and under a strip of land 30 feet in width on the parcels hereinafter described, and from time to time to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol power lines, including the right to erect poles and other power line structures, wires, cables, pipes and any necessary appurtenances, the right to clear said strip and keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip.

TERMS

I.

Said easement is granted upon the following described parcels of unsold, tax-forfeited lands situated in Itasca County, Minnesota:

That part of the Northwest Quarter of the Southeast Quarter (NW of SE) and Government Lot Eight (8), all within Section 20, Township 57, Range 26 West of the Fourth Principal Meridian, Itasca County, Minnesota, the center line of said easement is described as follows: Commencing at the Northeast corner of said Northwest Quarter of the Southeast Quarter; thence South 86 degrees 22 minutes 11 seconds West, assigned bearing, along the north line of said Northwest Quarter of the Southeast Quarter a distance of 8.50 feet to the point of beginning of said center line; thence South 64 degrees 41 minutes 43 seconds East a distance of 9.31 feet to the East line of said Northwest Quarter of the Southeast Quarter; thence continue South 64 degrees 41 minutes 43 seconds East a distance of 48.21 feet; thence South 88 degrees 14 minutes 51 seconds East a distance of 58.82 feet; thence North 83 degrees 58 minutes 51 seconds East a distance of 97.48 feet; thence North 64 degrees 41 minutes 38 seconds East a distance of 79.64 feet to the North line of said Government Lot 8 and there terminating.

The sidelines of said easement are to be prolonged or shortened to terminate at the north lines of said Northwest Quarter and the Southeast Quarter and said Government Lot 8.

SEE ATTACHED SURVEY

DISCLAIMER: Itasca County is relying on ownership information and easement legal descriptions provided by the Grantee. The easement rights conveyed by this document are limited to parcels owned by the State of Minnesota in trust for the taxing districts. Itasca County makes no warranties as to the ownership of the parcels crossed by this easement and assumes no liability for any errors or costs for corrections in that regard.

II.

The Grantee shall comply with the Policy of Itasca County as the same is in effect as of the date of this easement and as hereinafter amended concerning the mapping and documentation of description of easements upon tax-forfeited lands and shall provide a written legal description and maps of the location of the "as built" easement centerline as set forth in the Policy.

III.

The Grantee, before entering upon the premises for construction purposes, shall pay to the Grantor the sum equal to the current market value of the easement.

This amount is consideration for the granting of this easement. This fee is to be determined in accordance with the fee policy that is established by the Itasca County Board of Commissioners.

The Grantee may clear and keep cleared said strip of trees and brush and as progress is made therein the Grantor shall be advised and shall cause the timber to be scaled and the Grantee shall pay the Grantor for such existing timber, and tree reproduction, a price to be determined by the Itasca County Land Commissioner. The Grantee shall also compensate the Grantor for the value of dangerous trees which may from time to time be removed beyond the limits of this easement.

IV.

The Grantee shall comply with all laws, regulations and municipal ordinances affecting said lands, Grantee's activities upon said lands or the area in which they are situated. The Grantee shall keep said strip in a neat and orderly condition and shall remove all refuse and debris that may accumulate as a result of Grantee's or the Grantee's Contractor's use thereof. Nothing herein shall require the Grantee to remove refuse and debris unlawfully deposited by a third party. The Grantee shall take all reasonable precautions to prevent and suppress forest fires. The Grantee shall compensate the Grantor for any damages resulting from the improper use of said strip by the Grantee or damages to adjoining lands in gaining access thereto or egress therefrom.

V.

The Grantee shall pay when due all taxes and assessments levied against the easement granted herein or the improvements thereon.

VI.

Nothing herein shall alter, limit, modify or restrict the authority of the County to sell or lease tax forfeited lands by law conferred. Any such sale or lease shall be subject to this easement and all rights granted by this easement shall be excepted from the conveyance or lease of the land and be reserved, and which may be canceled by the County Board in the same manner and for the same reason as it could have been canceled before sale or lease and in that case the rights granted thereby shall vest in the state in trust as the land on which it was granted was held before sale or lease.
The Grantor shall consult with the Grantee herein prior to the granting of any easements or permits over the property which is the subject of this easement if such easement or permit would substantially conflict with the rights of the Grantee herein.

VII.

Pursuant to Minnesota Statute Section 282.04, Subd. 4, this easement may be canceled for any substantial breach of the terms hereof or if at any time the Itasca County Board of Commissioners determines the continuance of this easement conflicts with the public use of these lands or any part thereof by resolution of said Board after ninety (90) days written notice of its intent to terminate this easement, addressed to Grantee at its address as set forth herein or as subsequently modified by written notice from the Grantee to the Grantor.

VIII.

Grantee may, subject to such other provisions as herein contained, at its own option and at its own peril, allow to remain upon the premises, subsequent to the Grantee's discontinuation of the use of its improvements upon the easement, any below ground equipment, structures, pipes, wires, cables and below ground appurtenances provided that said equipment, structures, pipes, wires, cables and appurtenances are in conformance with all federal, state or other governmental codes, if any, or if no such codes exist are at least three (3') feet below ground. Upon discontinuation of the use of

this easement by the Grantee and removal of above ground equipment, structures, poles, wires, pipes and other appurtenances erected above ground, the Grantor shall be entitled to the full use and enjoyment of the surface rights of said easement and the Grantor shall waive any future fees for the granting of this easement.

IX.

Upon termination of this easement, the Grantee shall remove all its equipment, structures, poles, wires, pipes and other appurtenances located upon or above the lands described herein within one (1) year or as otherwise extended by the Itasca County Board of Commissioners; if such property is not removed within the aforesaid period of time, time being of the essence, title to all personal property remaining upon the premises shall vest in the Grantor, the Grantor, at its sole option may remove such property, restore the right of way to an environmentally sound condition and charge the Grantee for all expenses incurred.

Grantee shall, upon the removal of its property, restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.

X.

No delay by the Grantor in enforcing any of the conditions of this easement shall operate as a waiver of any of its rights.

XI

That as additional consideration for the grant of this easement, the Grantee agrees to indemnify, save and hold harmless the Grantor from any loss, liability, damage or cost the Grantor may incur due to any causes of action, claims for damage or damages sustained by the Grantee or the person or property of any third party as a result of the presence of the Grantee, it's use, activities including ingress and egress or placement of improvements and equipment upon the above described premises or lands adjacent thereto, including but not limited to the reasonable value of attorney's fees in the defense of any claims.

A. GRANTEE agrees to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of GRANTEE, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the use and presence required by this Easement and against all loss by reason of failure of said GRANTEE to perform fully, in any respect, all obligations under this Easement.

B. GRANTEE agrees at all times during the term of this Easement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as follows:

a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

	Limits
General Aggregate	$3,000,000
Products-Completed Operations Aggregate	$3,000,000
Personal and Advertising Injury	$1,500,000
Each Occurrence: Combined Bodily Injury and Property Damage	$1,500,000

b. Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles — Limits: $1,500,000

c. Workers' Compensation and Employer's Liability: Statutory Limits

If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws

d. Employer's Liability

	Limits
Bodily injury by:	
Accident - Each Accident	$500,000
Disease - Policy Limit	$500,000
Disease - Each Employee	$500,000

An umbrella or excess policy over primary liability coverages is an acceptable method to provide the required aggregate insurance amounts.

The above establishes minimum insurance requirements. It is the sole responsibility of GRANTEE to determine the need for and to procure additional coverage that may be needed in connection with this Easement.

GRANTEE shall not commence work on the Site, or otherwise occupy the Site, until it has obtained required insurance and filed an acceptable Certificate of Insurance with ITASCA COUNTY to the attention of Itasca County Land Department, c/o Land Commissioner, 1177 LaPrairie Avenue, Grand Rapids, MN 55744. The Certificate shall:

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,

2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

C. GRANTEE also agrees that any contract let by GRANTEE for the performance of the work on the Site as provided herein shall include clauses that will: (1) require the Contractor to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said Contractor, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for; (2) require the Contractor to provide and maintain insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

		Limits
1.	Bodily Injury by Accident, each accident	$500,000
2.	Bodily Injury by Disease, policy limit	$500,000
3.	Bodily Injury by Disease, each employee	$500,000

Note: All states endorsement is required if Contractor is domiciled outside the State of Minnesota.

b. Commercial General and Automobile Liability Insurance:

		Limits
1.	Commercial General Liability: Combined Bodily Injury and Property Damage	

Each Occurrence Limit	$1,500,000
General Aggregate Limit	$3,000,000
Products - Completed Operations Aggregate Limit	$3,000,000
Personal and Advertising Injury Limit	$1,500,000

Coverages above shall also include:
Premises - Operations
Contractual Liability (including oral and written contracts)
Explosion, Collapse, Underground Property Damage (XCU)

2. Automobile Liability including Hired Car and Employers Non-Ownership Liability:
Combined Bodily Injury and Property Damage:

Each Occurrence Limit	$1,500,000

The above subparagraphs establish minimum insurance requirements and it is the sole responsibility of GRANTEE'S Subcontractor(s) to purchase additional insurance that may be necessary for the project.

D. **GRANTEE further agrees the minimum requirements set forth above shall at all times be in an amount at least equal to the maximum liability of ITASCA COUNTY under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.**

E. In addition to any other rights contained herein ITASCA COUNTY reserves the right to terminate, suspend or rescind this easement if the GRANTEE is not in compliance with the requirements contained herein and retains all its rights thereafter to pursue any legal remedies against GRANTEE. All insurance policies shall be open to inspection by ITASCA COUNTY upon written request.

F. The provisions of this section shall survive the termination of this easement in the event the Grantee has not removed all of the personal property the Grantee had placed upon or under the surface of the premises and the Grantor has not exercised its right to remove the property.

XII.

This easement shall not be assignable except upon written consent of the Grantor except that the execution and delivery by the Grantee of a mortgage and deed of trust, with the indentures supplementary to the same, shall not be deemed to be an assignment of this easement or the interest granted hereunder in violation of the provisions of this paragraph. Subject thereto, this easement

shall enure to the benefit of and shall be binding upon the successors, assigns, heirs and legal representatives of the parties hereto.

XIII.

Additional construction and maintenance specifications:

A. Right-of-way construction, maintenance and associated activities must be confined to the stated right-of-way. Grantor agrees to grant temporary easements as are reasonably necessary for the purposes of construction and maintenance. No damage or improvements to access roads and other areas may be done outside of the right-of-way without permission from the Land Commissioner. The Land Commissioner must be notified before motor vehicles are used off traveled roadways or on vehicle restricted County trails, or before heavy equipment is moved across this easement or County lands not described herein. Prior approval and notification is not required during emergencies. However, the Land Commissioner must be notified within five (5) days of such use, damage or improvement to permit timely assessment of the extent of damage, if any, and to ensure proper reparations and repairs.

B. All timber, slash, rocks and similar debris left on County land must be disposed of in an manner acceptable to the Land Commissioner.

C. Organic soil material and mineral soil must be left in place on the right-of-way unless approved by the Land Commissioner.

D. On utilities whose presence is not readily visible on the ground surface, such as on underground service lines with narrow, unmaintained right-of-ways, the utility line location must be signed at all angle points and at other locations as needed so that the distance between signs does not exceed 5 chains or 330 feet.

E. Upon completion of the right-of-way construction and utility installation, the Grantee shall restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.

F. Construction and maintenance of the utility easement and system will be performed by the Grantee without any cost to the Grantor.

G. Grantee must mark all survey markers within the easement prior to right of way construction and maintenance. Grantee shall restore at Grantee's expense all survey markers damaged by Grantee or Grantee's contractors.

XIV

The Grantee shall not add lines, pipes or pipelines within this easement description unless the Grantee shall have provided to the Grantor updated facility locations.

IN TESTIMONY WHEREOF, the County Auditor of the County of Itasca, State of Minnesota, has affixed his hand and seal this _____ day of _____, 20 ___.

COUNTY OF ITASCA
STATE OF MINNESOTA

by_____
Itasca County Auditor

State of Minnesota)
) ss
County of Itasca)

On this _____ day of _____, 20 ___, before me, a Deputy Auditor within and for said County, personally appeared Jeffrey T. Walker, County Auditor of said County, to me personally known to be the person who executed the foregoing instrument on behalf of said County and acknowledged that he executed the same in his official capacity as his free act and deed pursuant to statutes in such case made and provided and pursuant to authority of the Itasca County Board of Commissioners.

_____
(Notary Seal) Deputy Auditor

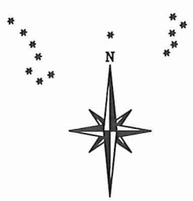
Drafted by: Cindy Shevich, Real Estate Specialist
Itasca County Land Department
1177 LaPrairie Ave
Grand Rapids, MN 55744

EASEMENT DESCRIPTION EXHIBIT

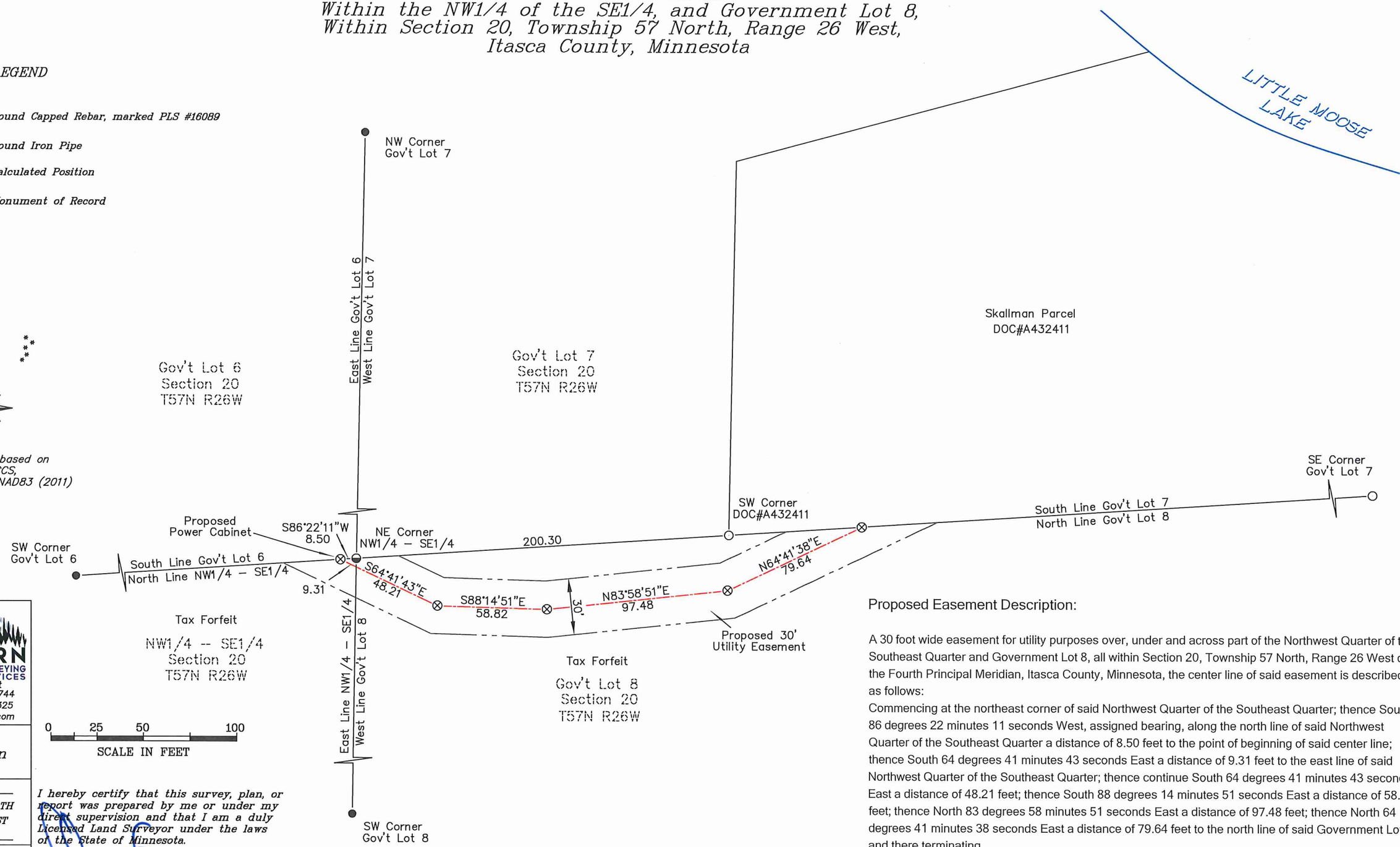
For Dean Skallman
Within the NW1/4 of the SE1/4, and Government Lot 8,
Within Section 20, Township 57 North, Range 26 West,
Itasca County, Minnesota

LEGEND

- *Found Capped Rebar, marked PLS #16089*
- *Found Iron Pipe*
- *Calculated Position*
- *Monument of Record*



Bearings are based on Grid North, ICCS, South Zone, NAD83 (2011)



NORTHERN LIGHTS SURVEYING SERVICES
1007 NW 4th Street
Grand Rapids, MN 55744
Phone: (218) 326-5325
grandrapids@nlsurvey.com

PREPARED FOR:
Dean Skallman

SECTION: 20
TOWNSHIP 57 *NORTH*
RANGE 26 *WEST*
COUNTY: Itasca

DATE: 7-8-2021
DRAWN BY: AT
JOB NO: GR2021-092
DRAWING NO: 2021-092

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Chris Mattila
Date: 7-8-21 *License No. 51766*

Proposed Easement Description:

A 30 foot wide easement for utility purposes over, under and across part of the Northwest Quarter of the Southeast Quarter and Government Lot 8, all within Section 20, Township 57 North, Range 26 West of the Fourth Principal Meridian, Itasca County, Minnesota, the center line of said easement is described as follows:

Commencing at the northeast corner of said Northwest Quarter of the Southeast Quarter; thence South 86 degrees 22 minutes 11 seconds West, assigned bearing, along the north line of said Northwest Quarter of the Southeast Quarter a distance of 8.50 feet to the point of beginning of said center line; thence South 64 degrees 41 minutes 43 seconds East a distance of 9.31 feet to the east line of said Northwest Quarter of the Southeast Quarter; thence continue South 64 degrees 41 minutes 43 seconds East a distance of 48.21 feet; thence South 88 degrees 14 minutes 51 seconds East a distance of 58.82 feet; thence North 83 degrees 58 minutes 51 seconds East a distance of 97.48 feet; thence North 64 degrees 41 minutes 38 seconds East a distance of 79.64 feet to the north line of said Government Lot 8 and there terminating.

The sidelines of said easement are to be prolonged or shortened to terminate at the north lines of said Northwest Quarter of the Southeast Quarter and said Government Lot 8.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 20, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1670

DEPARTMENT: Land Department
TIME REQUESTED: < 5 Minutes
PRESENTER: Kory Cease, Roger Clark

AGENDA ITEM:
2021 North Star Expo Event Agreement

BOARD ACTION REQUESTED:
Approve the lease agreement between the MN Timber Producers Inc. and Itasca County for the 2021 North Star Expo event at the Itasca County Fairgrounds, and authorize necessary signatures.

BACKGROUND:
The event contract layout and language used in this lease agreement was originally approved by the County Attorney's office (Re: CRT-4171). Proceeds will be sent to the Itasca Agricultural Association to be placed in the Fairgrounds Maintenance Fund. The security deposit will be held by Itasca County.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. 2021 North Star Expo Lease Agreement

07/20/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 07/27/2021 2:30 PM**

County of Itasca, Minnesota
Lease Agreement

This Agreement is made effective this **27th day** of **July 2021**, by and between **Itasca County ("Lessor")**; and **MN Timber Producers Association**, ("Lessee"). For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

1. **Authority.** This Agreement is granted pursuant to the provisions of Minnesota Statutes Section 373.01, Subdivision(1)(a)(4) and Minnesota Statutes Section 398.32, Subdivision 3.

2. **Premises**. Lessor in consideration of the terms, conditions and contracts contained herein, and subject to such special conditions as are set forth in the Special Conditions attached hereto and made a part hereof and marked as Exhibit A, Exhibit B attached hereto and made a part hereof, and the payment of the Lease Agreement Fee to be paid by Lessee, Lessor hereby leases to the Lessee, subject at all times to sale, contract and use for other purposes, the non-exclusive rights in the described Premises as set forth below:

☐ A - Cattle barn

☐ B - Horse barn

☐ C - Beef Barn

☐ D – Poultry

☐ F - United Methodist Church

☐ H - New Moose Club

☐ I - Corn Palace

☐ J - Solid Rock

☐ K - Bingo Hall

☐ L – Eagles

☐ M - All Purpose

☐ N - Announcement Booth

☐ O - Children's barn

☐ P – Restroom

☒ Q - 4H Food Booth

☐ T - Conservation Building

☐ V - Agriculture/Horticulture Building

☐ W - 4H Exhibit

☒ X - Commercial Exhibit

☐ Y - Committee on Aging

☒ Z - Arts and Craft

☐ AA – Gazebo

☐ CC - Old Beer Garden

☐ DD - DNR Building

☐ EE - Grand Stand

☐ FF – Storage

☐ GG – Shelter

☒ HH - Trailhead Building

☒ Grounds

☒ Parking Lot

☐ Race Track

☒ Horse Arena

2.1 Personal Property/Fixtures: Personal Property or fixtures within the Premises shall not be deemed leased under this Agreement, unless otherwise authorized in writing.

3. Warranties. Lessor does not warrant its title to the premises nor undertake to defend the Lessee in the peaceable possession or use thereof. No covenant of quiet enjoyment is made. Lessee shall indemnify and hold Lessor harmless from any and all claims for damages against Lessor by third parties as a result of this Agreement.

4. Exhibits. This Lease Agreement is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked as Exhibit A. This Lease Agreement is subject to such terms as are set forth in Exhibit B as to insurance and indemnification.

5. Term. The term of this Agreement shall commence on the date set forth above and shall end at 12:00 a.m. on **September 20, 2021**. The term of this Agreement is subject to termination pursuant to the default provisions in paragraph 10 herein. The Agreement may be extended or modified if provided for in the Special Conditions marked as Exhibit A.

6. Lease Agreement-Fee. Lessee shall pay to Lessor a non-refundable Lease Agreement Fee of **$ 2,500.00** for the non-exclusive rights to the Premises as set forth above or as set forth in the Special Conditions marked as Exhibit A.

7. Security Deposit. Simultaneously with the execution of this Lease, Lessee shall deposit with Lessor the sum of **Five Hundred Dollars ($ 500.00)** as a security deposit. Such security deposit shall be considered as security for the payment and performance by Lessee of all of Lessee's obligations, covenants, conditions and agreements under this Lease. Upon the expiration of the term hereof, Lessor shall, provided that Lessee is not in default under the terms hereof, return and pay back such security deposit to Lessee as set forth below. In the event of any default by Lessee hereunder, Lessor shall have the right, but shall not be obligated, to apply all or any portion of the security deposit to cure such default, in which event Lessee shall be obligated to promptly deposit with Lessor the amount necessary to restore the security deposit to its original amount.

7.1 The Security Deposit may be applied to offset any damages that may occur during the event from the Lessee or the Lessee's invitees. Review of all Premises will be conducted prior to and following the term of this Agreement. Deposits will be returnable up to two weeks after the termination of this Agreement and only if no damage has occurred. In the event of damages exceeding the amount as set forth above the Lessee will be liable for the balance of the damages.

7.2 The Security Deposit may be applied to offset any cleanup that has not been completed during or after the event. Review of all Premises will be conducted prior to and following the Term of this Agreement. Deposits will be returnable up to two weeks after the termination of this Agreement and only if no cleanup is needed. In the event of the cost of cleanup exceeds the amount as set forth above the Lessee will be liable for the balance of the cost.

8. Encumbrance. This Agreement is subject to all existing easements, rights-of-way, licenses, contracts, commingling contracts and other encumbrances upon the Premises and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

9. Maintenance. Lessee shall maintain the Premises in good repair, keeping them safe and clean, removing all refuses and debris that may accumulate, to the extent consistent with sound and customary practices. Lessee shall comply with all laws affecting the Premises, including Federal, state or local statute, law, rule, regulation or ordinance, unless otherwise exempt.

10. Termination. The Lessor has the right to cancel this Agreement for nonpayment of any amount due under this Agreement or other violation of the terms and conditions of this Agreement. Termination of this Agreement does not relieve the Lessee from any liability for payment or other liability incurred under this Agreement.

10.1 This Agreement may be cancelled by the Lessor, if the Lessee has failed to secure all permits/licenses and approvals if any are necessary for the Lessee's approved activity as stated on the Special Conditions marked as Exhibit A.

10.2 Lessee shall, on the termination date, or earlier as provided for in this Agreement, peaceably and quietly surrender the Premises to the Lessor in a condition satisfactory to the Lessor. If the Lessee fails to surrender the Premises on the termination of this Agreement, the Lessor may obtain a court order as permitted by law to eject or remove the Lessee from the Premises and Lessee shall indemnify the Lessor for all expenses incurred by the Lessor.

10.3 In addition, Lessee shall remove all of Lessee's personal property at Lessee's expense, from the Premises prior to or at the termination date and time per this Agreement. Any personal property remaining shall be considered abandoned and shall be disposed of by the Lessor according to law. If this Agreement is terminated prior to its termination date, the Lessee shall not be relieved of any obligation incurred prior to termination.

10.4 Lessee acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.

10.5 If Lessee defaults in compliance with its obligations under this Agreement, Lessor shall have the right in its exclusive discretion to permit Lessee to cure, and Lessor shall have the right upon Lessee's failure to cure such default within 10 days after receipt of written notice specifying such default, to seek such remedies or combination of remedies as may be available at law or in equity, including without limitation specific performance, damages, or termination of this Agreement. Lessor's remedies shall expressly include the right to evict Lessee and take possession of the Premises.

10.6 Lessee may terminate this Agreement for good cause, which will be at the discretion of the Lessor. In the event that this Agreement is terminated for good cause at

the discretion of the Lessor, the lease-fee shall not be refundable, and the security deposit shall be handled in accordance with numbers 7, 7.1, and 7.2 above.

11. Right of Entry. Lessor, or its agents, contractors, or employees shall have the right to enter upon and into said Premises at any time to inspect the same. Such inspection shall not unreasonably hinder or interrupt the operations of the Lessee, except in cases where emergency entry is necessary to preserve the Premises and other property.

12. Liability. This Agreement shall not be construed as imposing any liability on the Lessor for injury or damage to the person or property of the Lessee, or to any other persons or property, arising out of any use of the Premises, or under any other easement, right-of-way, license, lease or other encumbrance now in effect.

12.1 Indemnification. Lessee agrees to defend, indemnify and hold harmless Lessor, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of Lessee, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this Agreement and against all loss by reason of failure of said Lessee to perform fully, in any respect, all obligations under this Agreement. See **Exhibit B**.

12.2 Insurance. Lessee agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as indicated and shown in attached Exhibit B and/or the Special Conditions marked as Exhibit A.

12.3 The Lessor reserves the right to terminate, suspend or rescind any Agreement not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Lessee. All insurance policies shall be open to inspection by the Lessor, and copies of policies shall be submitted to the Lessor upon written request.

13. Banned Substances. Lessee agrees that no tobacco products, drugs, or illegal substances of any kind shall be sold or distributed on the premises under any circumstances. Alcohol may be served or sold if Lessee is properly licensed/permitted by the appropriate licensing/permitting authority and as authorized in the Special Conditions marked as Exhibit A. Lessee understands that any violation of this paragraph shall give the Lessor the rights to terminate this Agreement without penalty to the Lessor, and permanently bar Lessee, or any member or guest of lessee, from the Premises.

14. Lost Property. The Lessor assumes no responsibility whatsoever, for any property placed on the Premises, and the Lessor is hereby expressly released and discharged from any and all liabilities for any loss of property and discharged from any and all liabilities for any loss of property that may be sustained by the use of said Premises under this Agreement.

15. Right to Control. It is understood that the Lessor hereby reserves the right to control and manage the Premises and to enforce all necessary and proper rules for the management

and operation of the Premises and for the Lessor employees or other authorized representatives to enter and exercise their authority at the Premises at any time. The Lessor also reserves the right, but not the duty, through its employees and representatives, to eject any objectionable person or persons from the Premises and Lessee hereby waives any and all claims for damages against the Lessor or any of its representatives resulting from the exercise of this authority.

16. Recovery of Expenses. If it is necessary for the Lessor to incur expenses by court action or otherwise for the ejectment of Lessee or Lessee's invitees, or the removal from the leased premises of the Lessee's or Lessee's invitee's personal property, or recovery of the amount due under this Agreement , or for any other remedy of the Lessor under this lease, and the Lessor prevails in the court action or otherwise, then the Lessee shall pay to the Lessor all expenses, including attorney's fees, thus incurred by the Lessor.

17. Severability. If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation or ordinance, unless exempt, the intentions of the Lessor and Lessee here is that the remaining parts of this Agreement shall not be affected thereby.

18. Governing Law. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties herein and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Itasca, State of Minnesota. Litigation, however, in the federal courts involving the parties herein will be in the appropriate federal court within the State of Minnesota. Any claim, controversy or dispute arising out of this Agreement may upon mutual agreement of the parties be referred to non-binding or binding arbitration in accordance with the commercial rules of the American Arbitration Association. If any provisions of this Agreement are held invalid, illegal or unenforceable, the remaining provisions will not be affected.

19. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, and signed by authorized representative of the Lessor and Lessee.

20. Notification. Any notice given under this Contract shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with proper address and sent by certified mail, return receipt requested. Service shall be effective on the earlier of receipt or five days after the depositing of the notice in the United States mail. The proper mailing addresses for Lessor and Lessee for the purposes of serving notice are as follows:

Lessor

Itasca Lessor Land Department
c/o Land Commissioner
1177 LaPrairie Avenue
Grand Rapids, Minnesota 55744

Itasca Lessor Auditor
Lessor Courthouse
123 NE 4th Street
Grand Rapids, Minnesota 55744

Lessee

Ray Higgins
MN Timber Producers Association
324 West Superior Street Suite 903
Duluth, MN 55802

21. Compliance with Laws. Lessee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations, unless exempt, now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which Lessee is responsible.

22. Records Audition and Retention. Lessee's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Lessee agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

23. Waiver. Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

24. Assignment. Lessee shall not encumber or assign this Agreement or sublet the Premises or any part thereof without prior written consent of Lessor. No action of Lessor in collecting payment from any sublessee, assignee, or occupant shall constitute a waiver hereof.

25. Final Agreement. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

25.1 If this Agreement conflicts with a Special Conditions, the Special Conditions shall control.

EXECUTION

IN WITNESS WHEREOF, the Lessor has caused this Agreement to be signed by its duly authorized officers and the Lessee has hereunto set its hand.

Dated this _____ day of _____, _____.

Lessee:_____
(Lessee's Name)

By: _____
Its _____

Lessor: County of Itasca

By: _____
Its_____
Chair of the Board of Commissioners

By:_____
Its_____
Clerk of the Board of Commissioners

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

Special Conditions Supplement

Event Agreement

Exhibit A

This document shall be considered the Special Conditions to the Lease Agreement between **Itasca County**, hereinafter referred to as "Lessor", and **MN Timber Producers Association**, hereinafter referred to as "Lessee", which was made effective on the **27th** day of **July 2021**.

Both Lessor and Lessee mutually agree to the following in addition to the terms contained in the Lease Agreement made effective on the **27th** day of **July 2021**.

Please describe activities below (i.e. beer garden, vendors, food booths, activities requiring license/permit, detailed description of event, etc.):

MN Timber Producers will be putting on the 2021 North Star Expo to display heavy equipment and supplies used in the Logging industry. They will be having food vendors and vendor displays throughout the grounds.

Both parties of this contract mutually agree to the following in addition to the terms contained in the Lease Agreement.

1. Lessee will be responsible for providing garbage dumpsters and removal after event.
2. Lessee will be responsible for providing and maintaining additional portable restrooms.
3. Lessee will be responsible for all Parking Staff as needed.
4. Licensed/Permitted Activity under Section ____ "Banned Substances" of the Lease Agreement, if applicable (i.e. beer garden, etc.):
    a. **No Beer Garden will be Provided**.
5. Lessee is allowed to use the following personal property or fixtures within the leased Premises, if applicable: **Electricity.**
6. Movement and use of Picnic Tables: **Additional $500.00 rental fee**
7. Extension of Term, if applicable: **No extension of Terms will be needed**.
8. Insurance, if different than that contained in Exhibit B: **N/A**
9. Sublease/subcontract, if applicable: **All Vendors**
10. **All visitor parking will be confined to the west parking lot and the grass area north and west of the Mesabi Trail entrance. Use west entrance gate.**

Mobile Food booths will be limited to **10** mobile food booths

COVID-19 Addendum.

To help minimize the spread of COVID-19 within Itasca County, Lessor may need to make decisions that affect events and facilities on County property.

Lessor reserves the right to postpone or close any event pertaining to this Agreement for the protection and general welfare of the public during the Term of this Agreement. Any postponement or closer will be reduced to writing either by email or in the form of a letter. When possible, the notification will be given 24 to 48 hours in advanced but may be less if an emergency. If the Lessor postpones or cancels an event no fee will be charged for the planned event.

Lessee acknowledges there may be inherent public health risks to event staff and participants when holding this event. Lessee supports the following recommended safety practices to help reduce public health risks at the event.

1. Wearing of masks for attendees who are unvaccinated.
2. Social distancing of 6 feet between attendees from different households.
3. Minimize overall number of attendees or crowd size, limiting size of groups.
4. Manage traffic flow and prevent congregating of people at the event.
5. Avoid serving food buffet style, use single boxed foods or single server with proper PPE.
6. Have masks and hand sanitation stations available, disinfecting frequently touched surfaces.
7. Have people stay at home if sick and discourage participation of those who are at high risk.

Lessee agrees to follow all CDC and Minnesota Department of Health COVID-19 guidelines applicable at the time of the event, as well as any State of Minnesota Executive Orders applicable at the time of the event. Lessee also agrees to develop and utilize a COVID-19 Preparedness Plan for the event that is approved by the Itasca County Health and Human Services Public Health Division.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 20, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1396

DEPARTMENT: Administrative Services
TIME REQUESTED: 10 Minutes
PRESENTER: Chair

AGENDA ITEM:
Citizen Input

BOARD ACTION REQUESTED:
Receive Citizen Input

BACKGROUND:
The Itasca County Board of Commissioners encourages citizen input. Each citizen will be allowed to address the County Board one time for up to three (3) minutes in length. Comments should be directed to the Board as a body. When addressing the Board, please state your name and address for the record. The Board will take all information under advisement. As part of County Board protocol, it is unacceptable for any speaker to slander or engage in character assassination at a County Board meeting. In addition, no political grandstanding, candidate endorsement, or other attempts to influence the outcome of an election shall be permitted. Any violation of the above statement shall result in the loss of your remaining time.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 20, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1669

DEPARTMENT: Health & Human Services **TIME REQUESTED:** 5 Minutes
PRESENTER: Sarah Anderson

AGENDA ITEM:
IMCare Compliance Plan, Standards of Conduct and Related Policies and Procedures

BOARD ACTION REQUESTED:
Approve the IMCare Compliance Plan, Standards of Conduct and related policies and procedures.

BACKGROUND:
IMCare is required to update and obtain approval of these documents annually.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2021 Compliance Plan, Standardards of Conduct, and Related Policies & Procedures

07/20/2021

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 07/27/2021 2:30 PM**

COMPLIANCE PLAN

JUNE 2021



Itasca Medical Care (IMCare)

1219 SE 2nd Avenue

Grand Rapids, MN 55744

Website: www.imcare.org

A. INTRODUCTION

Itasca Medical Care (IMCare) is a prepaid Medical Assistance plan contracted with the State of Minnesota to provide managed care health services to people on Minnesota Health Care Programs. IMCare Classic is a Medicare Advantage-Prescription Drug Dual -Eligible Special Plan (D-SNP) through an MOU with the Centers for Medicare and Medicaid and the State of Minnesota to provide managed care health services for people who are over 65 and eligible for Medicare and Medicaid (Minnesota Senior Health Options [MSHO]). The purpose and the mission of IMCare/IMCare Classic is: An organized and coordinated Minnesota HealthCare Program Delivery System that addresses the goals of improving access to quality care, assuring appropriate utilization of services, enhancing patient and provider satisfaction, and achieving cost efficiencies in the delivery of health care.

IMCare is committed to completing its mission while maintaining full compliance with all applicable laws, rules and regulations and ethical standards. This commitment to the highest ethical standards of behavior extends beyond our enrollees to everyone we partner and work with. The primary responsibility for ensuring that IMCare's values are upheld lies with all employees, who are expected to be aware of and in full compliance with all applicable laws, rules and regulations, and avoid even the appearance of impropriety. It is critical that ethics and compliance be an integral part of every employee's decision-making process. Inappropriate business ethics and non-compliant actions cannot and will not be tolerated and will be grounds for disciplinary action, up to and including termination of employment.

To help IMCare fulfill its commitment to the high ethical standards and foster a culture of compliance, the Compliance Program plays an important part in an overarching strategy to uphold IMCare's values. The Compliance Program establishes a process for education on relevant laws, rules and regulations; monitoring to ensure compliance; and documenting IMCare's efforts to obey the law.

This Compliance Plan outlines and explains the structural and operations elements of IMCare's Compliance Program and discusses some relevant laws, regulations, and policies and procedures. The Plan, which will be amended as warranted by changes in applicable laws and regulations, is distinct from the Compliance work plan, which is prepared annually.

B. DEFINITION OF TERMS

Audit Period: The period of time in which the Plan is assessed and reported upon. The annual period begins January 1 and ends December 31. The compliance officer may change the Audit period for administrative necessity, but the audit period will never be less than one year in length.

Board of Commissioners: The governing body of Itasca Medical Care, and IMCare Classic.

Privacy Officer: The individual having direct daily responsibility for the administration, implementation, and oversight of the Compliance Plan as it relates to privacy compliance under HIPAA.

Provider: A provider of medical services.

Regulatory Notices: This includes any written documentation received from or on behalf of any governmental authority including, but not limited to, the Centers for Medicare & Medicaid Services (CMS), the State, and other agencies authorized by law to provide interpretation of standards of practice, privacy and security regulations.

C. STANDARDS OF CONDUCT

In support of this Compliance Plan, the *Standards of Conduct* defines and articulates the guiding principles and business conduct applicable to all activities conducted by IMCare management, staff, contractors, Board and First Tier, Downstream and Related Entities. It gives guidance in areas where staff needs to make personal and ethical decisions. The *Standards of Conduct* provides a non-exclusive summary of ethical and legal principles for partners of IMCare based on compliance requirements applicable to IMCare activities and business. Except as otherwise stated, it does not replace any existing IMCare or Itasca County policies. All partners must read, understand and abide by the principles outlined in the IMCare *Standards of Conduct* through signed attestation. The *Standards of Conduct* is reviewed at least annually and updated to incorporate changes in applicable laws, regulations, and other program requirements. The *Standards of Conduct* is then reviewed and approved by the Itasca County Board of Commissioners.

D. COMPLIANCE OVERSIGHT

IMCare has designated the Compliance Committee and Contract Compliance Officer identified below to assist in the development and oversight of the IMCare Compliance Plan. The Contract Compliance Officer, working with the Compliance Committee, is responsible for implementing and monitoring a continuous, collaborative and proactive culture of compliance at IMCare. The Compliance Officer and Compliance Committee will periodically report to the Board of Commissioners on the activities and status of the Compliance Program, including issues identified, investigated, and resolved by the Compliance Program.

E. GOVERNING AUTHORITY

The Itasca County Board of Commissioners is vested with final jurisdiction of IMCare. The IMCare Director reports to the Itasca County Health and Human Services Director and reports directly to the Itasca County Board of Commissioners and is responsible for the management and operation of IMCare administration. The Board of Commissioners are knowledgeable about the content and operation of IMCare's compliance program and exercise reasonable oversight with

and/or disciplinary action to assist in reducing the risk of similar non-compliance in the future.

f) Enforce consistent application of compliance standards, including fair, equitable and consistent disciplinary action of individuals identified as responsible for confirmed non-compliance.
g) Provide guidance to the Contract Compliance Officer in the development of policies and standards related to compliance awareness, training, monitoring, and response (including corrective action, sanctions and enforcement) to identify, avoid and/or minimize non-compliance with applicable laws, regulations and policies.
h) Receiving and acting upon reports and recommendations from the Contract Compliance Officer and IMCare Director;
i) Serve as appellate body for employees contesting compliance reports;
j) Evaluating the performance of the Compliance Plan and making recommendations accordingly;
k) Evaluating the effectiveness and overall operation of the Compliance Program;
l) Reporting actions and making recommendations to the appropriate officials, regarding employee performance;
m) Performing other functions that may be reasonably necessary to fulfill the Compliance Committee's responsibilities and purpose.
n) Committee members are expected to regularly attend the scheduled and called Compliance Committee meetings;
o) Any sensitive information regarding employees, or information identified as confidential or proprietary learned by a member during his/her tenure on the Compliance Committee shall be considered confidential and the Compliance Committee members shall not disclose such information unless otherwise directed.
p) Subcommittees may be formed from the Compliance Committee's membership to address specified issues.

G. CONTRACT COMPLIANCE OFFICER

The Contract Compliance Officer reports administratively to the IMCare Director and is responsible for the operations of IMCare's compliance area. As a member of the Compliance Committee, the Contract Compliance Officer also reports to this committee regarding project status. The Contract Compliance Officer shall be given adequate resources and authority to carry out such responsibility and shall report on the implementation and effectiveness of the Compliance Plan directly to the IMCare Director, the Compliance Committee, the IMCare Subcommittee of the Itasca County Board of Commissioners, and the Itasca County Board of Commissioners. The responsibilities of the Contract Compliance Officer include the following:

Responsibilities of the Contract Compliance Officer

The Contract Compliance Officer shall:

commitment for the Compliance Program. This is integral to the success and effectiveness of the program.

Role of Senior Management

Senior Management will:

a) Work with the Contract Compliance Officer, County Privacy Officer, County Security Officer, and the Compliance Committee to assure compliance with the Compliance Plan in their departments, and otherwise oversee departmental compliance and encourage a culture of compliance throughout their departments;
b) Implement corrective/disciplinary action as necessary to assure compliance, and as recommended;
c) Cause their departments to develop and adopt departmental policies and procedures to enable their department to adhere to the Compliance Plan;
d) Review departmental policies, at least annually, to assure that they conform with the Compliance Plan;
e) Provide information to the Contract Compliance Officer, County Privacy Officer, County Security Officer, and Compliance Committee, as necessary, regarding the departments and their compliance efforts; and
f) Apprise employees of the results of monitoring, auditing and reporting of activities of the Compliance Plan.

I. COMPLIANCE AWARENESS

The *Standards of Conduct* will be provided to all IMCare employees who will be required to attest to their understanding and agreement to abide by the *Standards of Conduct*.

IMCare will post the Plan and the *Standards of Conduct* on the IMCare website. The Contract Compliance Officer shall periodically publish information in various resources regarding the Plan, *Standards of Conduct*, and related policies to raise awareness regarding general and specific compliance issues.

J. COMPLIANCE EDUCATION AND TRAINING

Compliance education and training is a critical element of an effective compliance program. IMCare is committed to providing general and specific compliance education and training so that IMCare employees understand their obligations and responsibilities in accordance with applicable laws, regulations and policies.

Employees are expected to complete required compliance education and training within the time frames and frequencies established by the department or committee requiring and/or providing the compliance education. Notification of compliance education requirements will be

Failure to complete required education and training will result in corrective action, up to and including termination of employment or association with IMCare.

K. CRIMINAL BACKGROUND AND SANCTION CHECKS

Employees

All new IMCare employees undergo a sanctions check and, as applicable, a criminal background check. IMCare prohibits the employment of any person listed by a federal or state agency as debarred, excluded, or otherwise ineligible for participation in federal or state funded programs to maintain compliance with federal and/or state laws.

Contractors/Vendors

IMCare shall conduct applicable searches of vendors and contractors against federal and state sanction lists. IMCare shall not contract with any individual or entity which is listed by a federal or state agency as debarred, excluded, or otherwise ineligible for participation in federal or state funded programs.

L. MONITORING AND RISK ASSESSMENT

Annual Compliance Risk Assessment

The Contract Compliance Officer shall ensure that a compliance risk assessment is completed at IMCare at least annually. This information shall be shared with the Compliance Committee as part of its annual risk assessment activities.

Work Plan

Upon risk assessment completion, the Contract Compliance Officer will develop the monitoring and auditing work plan. The work plan will include IMCare auditing activities, compliance issues, routine monitoring activities and oversight of FDRs.

Routine Monitoring Activity

IMCare will conduct routine monitoring in accordance with identified risks. The Compliance Committee shall review high risk compliance areas monitoring plans, including activities, based upon applicable laws, regulations and policies.

M. REPORTING RESPONSIBILITIES AND RESOURCES

Reporting Responsibility

Reporting suspected fraud, violations of law or non-compliance is essential to the effectiveness of IMCare's Compliance Plan. IMCare employees shall report suspected violations of, or non-compliance with, federal or state laws, and/or IMCare policies. There are various methods and resources to report suspected fraud, violations of law or non-compliance. Any member of the IMCare community who has a reasonable basis for believing fraud, violation of law or other non-

investigation. The IMCare officials conducting the investigation shall report to appropriate IMCare management and employees the result of the investigation and whether corrective action will be recommended. The Contract Compliance Officer will also report the results of the investigation to the Compliance Committee. IMCare staff shall cooperate during any compliance investigation and shall not alter or destroy any documentation during the investigation.

Corrective Action and Appeal Rights

Failure or refusal to comply with this Plan, applicable compliance requirements, and/or IMCare policies will result in corrective action. An employee's supervisor may also be subject to corrective action when he/she (i) directs or approves the employee's improper actions; (ii) is aware of the improper actions and fails to correct them; or (iii) otherwise fails to exercise appropriate supervision. Corrective action may also be imposed where an employee should have detected improper action but did not. Corrective action includes, but is not limited to, any of the following actions:

- Mandatory training;
- Increased monitoring/auditing;
- Reclassification or reassignment of duties;
- Termination of contractual relationship; or
- Appropriate disciplinary action, up to and including, termination of employment.

Any appeal or grievance rights are those provided in existing policies and contracts.

O. TRACKING AND DOCUMENTING COMPLIANCE AND COMPLIANCE PROGRAM EFFECTIVENESS

The Contract Compliance Officer, with guidance and assistance from the Compliance Committee, is responsible for tracking and documenting all IMCare compliance efforts to include formal audits and monitoring. Issues of non-compliance will be shared with the Compliance Committee and the Board of Commissioners. The Contract Compliance Officer will complete a self-assessment of program effectiveness no less than annually.

P. COMPLIANCE PLAN MAINTENANCE

In order to ensure an effective compliance plan, the Contract Compliance Officer and Compliance Committee will periodically review the overall effectiveness of the compliance plan at least annually. In forming recommendations and conclusion about the compliance plan, the reviewers will consider, among other things, the ongoing review, trend analysis, increase or decrease in questionable practices, and other relevant issues. The Itasca County Board of Commissioners have exclusive authority for approving any changes to the compliance plan that would substantively affect the integrity of the plan or would constitute a material change to the overall compliance plan or to any policy or policies comprising the plan.

STANDARDS OF CONDUCT

JUNE 2021



Itasca Medical Care (IMCare)
1219 SE 2nd Avenue
Grand Rapids, MN 55744

Website: **www.imcare.org**

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PURPOSE

Itasca Medical Care (IMCare) is a non-profit, county-owned, county-based purchasing (CBP) organization dedicated to providing high quality health services in order to improve the health of the people of the IMCare service area.

The guide that follows presents the *Standards of Conduct* for all IMCare employees, contracted employees, Itasca County Board of Commissioners, and first tier, downstream and related entities (FDRs). IMCare's *Standards of Conduct* are intended to serve as guiding principles for how IMCare and first tier and downstream entities conduct themselves in the course of doing business. All persons acting as representatives of IMCare are expected to conduct themselves with the highest professional ethics.

The principles included in these *Standards of Conduct* reflect IMCare's commitment to:

- Uphold its duty to protect confidentiality
- Demonstrate strong business integrity
- Encourage a culture that promotes open and candid communication
- Meet regulatory responsibilities

VALUES

IMCare's values help guide our business and how we conduct ourselves in our relationships with others.

- Integrity is the driving force behind our obligation to provide quality health care services and our commitment to honest, forthright, and respectful communications with all
- Respect that fosters a work environment based on teamwork, encouragement, and trust, along with honest and open communication among all employees and business partners
- Responsibility for adhering to the highest legal and ethical standards for our business
- Promoting stewardship by responsibly managing our resources, using them in the best way possible for our members
- Protecting, promoting, and improving the health of all people, families, and communities of the service area

INTEGRITY STANDARDS

Compliance with Laws/Regulations
IMCare is committed to complying with all federal, state and local laws and regulations that govern its business. We are each responsible for ensuring our own compliance with laws, rules, regulations and contractual obligations applicable to IMCare. Understanding the laws and regulations that apply to our particular roles at IMCare is a part of our job responsibilities.

IMCare's commitment to complying with laws and regulations applies to applicable common business practices and laws and the laws, regulations and guidance that govern the State and Federal health care programs that IMCare administers.

Your Duties:

- Reporting promptly to the Contract Compliance Officer when any possible violation of law, regulation, guidance or policy has occurred.
- We will not provide or accept kickbacks, bribes, rebates or anything else of value in order to influence providers or contractors.
- Never jeopardize your job, your coworkers' jobs or IMCare's future by taking part in a potentially illegal or unethical activity.
- We shall not employ or contract with individuals who have been suspended or barred from providing services under federal or state healthcare programs.
- We shall voluntarily self-report potential fraud or misconduct to the federal and/or state agency, or its designee, as it is detected and/or required.

Lobbying and Political Activity
IMCare supports all employees' right to participate in and contribute to political activities as citizens of their country, state, county, city, and neighborhood. This includes voting in elections and educating yourself on issues that may affect you or your community. However, your political involvement must be separate from your duties as at or for IMCare. There should never be an appearance that IMCare is connected to or endorses your political activities.

Federal law restricts the use of IMCare funds in connection with federal and state elections.

Lobbying involves the advocacy of an interest that is affected, actually or potentially, by the decisions of government leaders. IMCare commissioners, managers, supervisors, employees, and where appropriate, contractors and other agents, must not engage in any lobbying or political activity that is not compliant with applicable law.

Any employee or first tier, downstream or relation entity who knows of, but fails to report, suspected misconduct or noncompliance may be subject to termination of employment or contract.

Ways to report a compliance concern or question:

- Compliance Hotline: **1-866-269-0854**
- **IMC**are**C**ompliance@co.itasca.mn.us
- CMS designee, such as CMS MEDIC (Medicare concerns) at: **1-877-772-3379**

Fraud, Waste and Abuse Reporting

IMCare employees and first tier, downstream and related entities are obligated to comply with the fraud, waste and abuse laws, which have a significant impact on health care and health insurance costs.

Fraud, waste and abuse deterrence is not only good business practice by IMCare and its employees and first tier, downstream and related entities. But deterrence also contributes to the efficiency and quality of the health care system. IMCare is committed to complying with all Medicaid and Medicare law, regulations, guidance and standards.

IMCare closely examines allegations of fraud, waste and abuse, investigates the evidence and seeks appropriate remedies. The federal and state False Claims Acts have what is known as whistleblower protections. Individual with specific knowledge of false claims submissions have the right to file a claim and will be protected under both the federal and the state False Claims Acts for doing so.

Ways to report suspected fraud, waste and abuse concerns or questions:

- Report any incidence of suspected fraud, waste or abuse, to the IMCare Health Plan Compliance Coordinator at **218-327-6766 or 1-800-843-9536, ext. 2766**
- Compliance Hotline: **1-866-269-0854**
- IMCareCompliance@co.itasca.mn.us
- CMS designee, such as CMS MEDIC at **1-877-772-3379**

First tier, downstream and related entities must:

- Widely publicize methods for reporting fraud, waste and abuse to your employees
- Take disciplinary action with employees when non-compliance or unethical behavior is involved and according to contract.

GIFTS AND KICKBACKS

We are all prohibited from accepting gifts or gratuities of any value that may result in undue influence on our decision-making and vendor selection. Acceptance of modest entertainment such as meals is permissible if consistent with common business practice and of nominal value. Any sort of kickback or gifts of cash or cash equivalents are always prohibited, even if of nominal value.

IMCare's business involves dealing with federal and state government officials and employees who are bound by specific laws and regulation governing gifts and gratuities. IMCare is committed to ensuring compliance with these laws and regulations. Therefore, as a general rule, IMCare employees and representatives must not offer any gift or gratuity to any government official or employee. If a government official or employee demands a gift or gratuity, this must reported to your manager, supervisor, or the Contract Compliance Officer right away.

All employees and representatives are prohibited from engaging in any conduct that violates the federal Anti-Kickback Statute. The federal Anti-Kickback Statute makes it illegal to knowingly or willfully offer, pay, solicit or receive anything of value in return for the referral of business reimbursed by Medicare, Medicaid or any other federal health care program. A violation of the Anti-Kickback Statute provides for severe criminal, civil and monetary penalties not only for individual who offer kickbacks, but also for IMCare and involved employees and representatives.

ACCOUNTING AND ACCURACY OF RECORDS

IMCare's reports and records made in the course of business must always be accurate, true and complete. No one may falsify, misrepresent or suppress any information contained in IMCare's records. IMCare will strictly adhere to the generally accepted accounting principles or statutory accounting principles as required. For example:

- All transactions and payments must be promptly and accurately reflected;
- No secret or unrecorded funds or assets may be created or maintained for any purposes;
- All invoices must accurately reflect the terms and services being purchased or sold and the price paid; and
- No person may make false entries, inappropriately amend entries, or fail to correct inaccurate entries.

We maintain, support and follow internal controls designed to provide reasonable assurance that transactions are authorized, and that transactions and other data are recorded and presented in a manner that is accurate, complete, current and not misleading. We charge all items to the appropriate account, regardless of the financial status of the line of business or contract.

IMCare is committed to the creation and submission of only true and accurate reports by its employees and any third parties who create or update IMCare records. We must create or submit false or misleading reports of operating statistics or measurements, such as performance data and utilization date. If we are unsure of the accuracy of any information that is to be submitted, we must take all necessary steps to verify the accuracy or raise our concerns to appropriate management. We all share the responsibility to ensure the careful and accurate document submission.

Your duties for IMCare reporting:

- Ensure that all IMCare records are accurate and complete
- Do not make false or misleading entries
- Promptly report any good faith belief of a violation
- Follow the principles of the *Standards of Conduct*

IMCare retains all documents for the appropriate period of time in accordance with IMCare's documentation retention policies as required by applicable laws and government program contractual requirements. We must not improperly destroy any records or other official IMCare documents. If litigation, a government audit or investigation is anticipated or ongoing, IMCare documents and records must be retained in their proper form until we are advised that the matter has been concluded.

CONCLUSION

This *Standards of Conduct* reflects IMCare's commitment to the highest standards of legal and ethical business conduct. The *Standards of Conduct* does not contain all of IMCare's policies or include all details regarding any policy. Rather, it sets for the fundamental legal and ethical principles for conducting all aspects of IMCare business. Detailed policies and procedures for conducting IMCare business are contained in Compliance 360.

Please take a few minutes to complete the attached Certification and Acknowledgement to indicate your acceptance of the *Standards of Conduct.*

In addition, you received a copy of IMCare's Conflict of Interest policy. You are obligated to review the policy and sign your acceptance and indicated any potential conflicts. Your signed acknowledgement will be reviewed to identify and address any potential conflicts.

Thank you.

ITASCA MEDICAL CARE (IMCare)
POLICY AND PROCEDURE

Title: Auditing and Monitoring Program	**Index:** 1.05 - Compliance
NCQA Standard #:	
Statute/CFR#:	
Effective Date: 01/01/2004	**Policy Number:** 1.05.01
Written by: Contract Compliance Officer	**Reviewed/Revised Date:** 06/16/2021
Attachments:	

POLICY:
Internal auditing and monitoring standards are integral to the Compliance Plan. Data will be collected and analyzed on a regular basis to assess employee's compliance with the established standards of practice. Regular reviews will be conducted of all applicable staff to assure compliance with requirements, and with HIPAA requirements.

Routine chart review will be conducted to assess compliance with the established standards of practice and billing guidelines.

- Concurrent and retrospective reviews of both billing and medical records will be conducted.
- Reviews of policies, practices, procedures, documentation, transactions, and systems covered by HIPAA and the Privacy and Security regulations promulgated thereunder will be conducted.

Review Procedures for Providers:

- Reviewers selected and trained by the Contract Compliance Officer, Medical Director and/or Quality Improvement/Utilization Management (QI/UM) Director shall conduct routine random reviews from a representative sample of medical and billing records for a designated billing period ("Audit Period"). HIPAA review requirements are not limited to medical record review, thus the reviewers shall conduct such policy, practice, procedure, document, transaction, and facility and system reviews as are deemed necessary to ensure that HIPAA requirements are met. Reviews may be both concurrent and retrospective.
- The medical records will be drawn at random by the IMCare Data/Project Coordinator from patient encounters occurring within a specified Audit Period.
    - A minimum of 10 records will be reviewed annually per randomly selected network provider; however, additional records may be reviewed at the discretion of the Contract Compliance Officer, Health Plan Compliance Coordinator, Medical Director, Pharmacy Director and/or QI/UM Director.
    - If a randomly selected network provider has less than 10 encounter records during an Audit Period, then all of the providers' records for that Audit Period will be reviewed.
    - The Audit Period shall be determined by the Contract Compliance Officer, Medical Director, Pharmacy Director and/or QI/UM Director.

- The reviewer will examine the records for compliance with the applicable standards of coding/documentations practice; specifically, compliance with billing-related statutes, regulations, and guidelines.
- The reviewer will review a representative sample of each identified billing record for the Audit Period and compare charges found in those records with the documentation entered into the medical record. Each medical record will be reviewed and graded according to the point system developed. The point system will include, but is not limited to:
    - Support for the level of service and type of service billed.
    - Key element of the services provided.
    - Documentation reflecting the provider's participation in the service.
    - Where the services were provided.
    - Unbundling.
    - Services provided but not billed.
    - Legibility of medical record.
    - Proper use of modifiers.
    - Other aspects as determined by the Contract Compliance Officer or matters related to HIPAA as determined by the Itasca County Privacy Officer and Itasca County Security Officer.
- For tracking and educational purposes, a point value will be assigned to each review area to determine non-compliance. The Contract Compliance Officer, Medical Director, Pharmacy Director and/or QI/UM Director will amend the elements and subsequent point values based on national trends and issues.
- Reviews will be conducted of billings and medical records of all providers, regardless of practice or payor mix.
- Reviewers are expected to maintain medical records and other patient information confidentially. All reviewers shall be required to sign a confidentiality statement upon employment.

The IMCare Data/Project Coordinator will prepare a preliminary report detailing: the total number of billable encounters reviewed, the number of random charges reviewed as selected from the billing records, the number of compliant and non-compliant records, the leading reasons for non-compliance, and the total points accumulated.

The preliminary report will be reviewed by the Medical Director, Pharmacy Director and/or QI/UM Director who may direct additional reviews at his/her discretion.

A final report will be prepared by the Data/Project Coordinator and Contract Compliance Officer/Health Plan Compliance Coordinator indicating each reviewed provider's compliance and overall compliance. A determination of whether the provider is compliant will be made. The final report will include reasons for non-compliance.

The final report will be provided to the provider. The provider will have the opportunity to object to findings in the report.

Any reviews done for the purpose of evaluating a provider's compliance with the HIPAA regulations will be presented to the County Privacy Officer and County Security Officer who may direct additional reviews at his/her discretion.

Review procedures for paid claims:

- The IMCare Controller, Claims Supervisor, and/or Data/Project Coordinator shall conduct routine random reviews from a representative sample of claims for a designated payment period ("Audit Period").
- The claims will be drawn at random by the Data/Project Coordinator from patient encounters occurring within a specified Audit Period.
    - A minimum of ten records will be reviewed per month per processor; however, additional records may be reviewed at the discretion of the Compliance Officer, Health Plan Compliance Coordinator, Controller and/or Claims Supervisor.
    - The sample drawn will include claims for:
        - High dollar claims
        - Targeted Case Management (TCM) – MH
        - Personal Care Assistance (PCA)
        - Elderly Waiver (EW) Services
        - Medicare
        - Medicare Secondary
        - Anesthesia
        - Ambulance
        - Vision
        - Durable Medical Equipment (DME)
        - Dental
        - Skilled Nursing Facility (SNF)
        - Emergency Room (ER)
        - Inpatient
        - Home Care
        - Laboratory Charges
        - Denied Claims
        - Reversed/Reprocessed Claims
        - Ambulatory Payment Classification (APCs)
- The reviewer will examine the records for compliance with the applicable billing standards; specifically, compliance with billing-related statutes, regulations, and guidelines.
- The reviewer will review a representative sample of each identified claim record for the Audit Period and compare charges paid to determine if the claim was processed and paid correctly. Each claim will be reviewed and graded according to the point system developed. The point system will include, but is not limited to:
    - Correct Fee Schedule usage.
    - Appropriate pricing/re-pricing.
    - Coordination of Benefits, when appropriate.
    - Overpayment/Underpayment.
    - Overrides/Hold Codes.
    - Timeliness of processing.

  - Other aspects as determined.
- For tracking and education purposes, a point value will be assigned to each review area to determine non-compliance. The Contract Compliance Officer, Medical Director and/or QI/UM Director will amend the elements and subsequent point values based on national trends and issues.
- Reviewers are expected to maintain medical records and other patient information confidentiality. All reviewers shall be required to sign a confidentiality statement upon employment.

The Data/Project Coordinator will prepare a preliminary report detailing: the total number of payment encounters reviewed, the number of random charges reviewed as selected from the claims record, the number of compliant and non-compliant records, the leading reasons for non-compliance, and the total points accumulated.

The preliminary report will be reviewed by the Medical Director, Pharmacy Director, and/or QI/UM Director who may direct additional reviews at his/her discretion.

A final report will be prepared by the Data/Project Coordinator and Contract Compliance Officer/Health Plan Compliance Coordinator indicating each reviewed processor's compliance and overall compliance. A determination of whether the processor is compliant will be made. The final report will include reasons for non-compliance.

The final report will be provided to the processors. Appropriate corrective action will be implemented to remedy the non-compliance.

The appropriate department supervisor will analyze the data to determine compliance trends. The results of this analysis will be reported to the Contract Compliance Officer and/or Compliance Committee.

Provider Objections to Review Report:
A provider may object to any final review report by submitting objections to the Contract Compliance Officer.

Objections must be made within 15 business days of receipt of the final review report, must be in writing, and state with particularity the reason for objection.

Objections to the law or billing guidelines will not be considered.

The Contract Compliance Officer, Health Plan Compliance Coordinator, Medical Director, Pharmacy Director and/or QI/UM Director, along with the Data/Project Coordinator will consider and rule on all objections in a timely manner. This group may request additional information supporting the objection from the aggrieved provider.

- If the group agrees with the objection, then the matter is concluded and the report shall reflect the changes. The report shall be amended with the reasons for the change, with

citations of appropriate billing regulations, Medicare notices or bulletins, or other supporting documentation.

- If the group disagrees with the aggrieved provider, it will advise the provider of that decision and his/her appeal rights. The record shall state the reasons, with citations of appropriate billing regulation, Medicare notices or bulletins, or other supporting documentation. Written notice of disagreement shall be provided to the provider. If the provider fails to take a timely appeal, the review record shall stand, and corrective action may be implemented as required.

ITASCA MEDICAL CARE (IMCare)
POLICY AND PROCEDURE

Title: Compliance Plan	**Index:** 1.05 - Compliance
NCQA Standard #:	
Statute/CFR#:	
Effective Date: 01/01/2004	**Policy Number:** 1.05.02
Written by: Contract Compliance Officer	**Reviewed/Revised Date:** 06/16/2021
Attachments:	

POLICY:
Itasca Medical Care provides an environment in which all employees, either direct or indirect, adhere to a high standard of ethical and legal conduct. IMCare requires employees and contractors to carry out their duties in an ethical and legal manner. To assure that IMCare and its staff adhere to these standards, IMCare maintains a Compliance Plan. The Plan will focus on compliance with laws pertaining to managed care organizations, privacy, and security. The Plan will seek first to prevent misconduct but is also designed for early detection of violations that will be addressed in a forthright and remedial fashion.

The goals of IMCare regarding compliance are:

- to establish policies and procedures and standards of conduct
- to designate a compliance officer and a compliance committee
- to conduct effective training and education
- to develop effective lines of communication
- to maintain an effective system for routine monitoring and identification of compliance issues enforcing standards through well-publicized disciplinary guidelines and policies and procedures that address dealing with sanctioned individuals
- to conduct internal monitoring and auditing
- to report promptly to detected offenses, investigate, develop corrective action, and report to the Government as necessary
- to conduct regular risk assessments to identify potential non-compliance

The Plan is founded on principles that assure that the Plan goals will be realized:

- Proactivity: High-risk areas will be identified, standards of conduct developed and maintained, and procedures will be implemented and reviewed for compliance. Risk identification will be an ongoing process.
- Commitment: IMCare is committed to accomplishing the goals and objectives of the Plan.
- Education and Communication: IMCare advocates ongoing identification of high-risk activity that creates legal risks and the adoption of procedures designed to minimize such risk.

- Self-Assessment: Periodic self-review is a core requirement for an effective Plan. Whenever possible, self-assessment will be undertaken by an objective third party reviewer to assure the Plan is a valid and effective program.

PROCEDURE:

1. **The IMCare Director/CEO, Quality Improvement/Utilization Management (QI/UM) Director, Controller/CFO, Medical Director, Pharmacy Director, Claims Supervisor and Contract Compliance Officer will**:
    a. Carry out the Plan in accordance with the goals and principles identified herein.
    b. Periodically report the results of the self-review of the Plan, and, depending on the results of those reviews, require amendment of the Plan accordingly.

2. **The IMCare Contract Compliance Officer and Director will:**
    a. Take steps to insure that provider contracts, and other pertinent agreements are amended and updated as appropriate to include compliance with the Plan as a term of performance.

3. T**he IMCare Subcommittee to the Itasca County Board of Commissioners will:**
    a. Monitor performance to determine whether each of the duties are being discharged in conformity with the goals and principles established for the Plan.
    b. Take steps to assure the overall objectives of the Plan are being carried out.

ITASCA MEDICAL CARE (IMCare)
POLICY AND PROCEDURE

Title: Compliance Plan Elements	**Index:** 1.05 - Compliance
NCQA Standard #:	
Statute/CFR#:	
Effective Date: 01/01/2004	**Policy Number:** 1.05.03
Written by: Contract Compliance Officer	**Reviewed/Revised Date:** 06/16/2021
Attachments:	

POLICY:
An effective Compliance Plan contains the following elements:

- Establishing policies and procedures and standards of conduct
- Designating a compliance officer and a compliance committee
- Conducting effective training and education
- Developing effective lines of communication
- Maintaining an effective system for routine monitoring and identification of compliance issues enforcing standards through well-publicized disciplinary guidelines and policies and procedures that address dealing with sanctioned individuals
- Conducting internal monitoring and auditing
- Reporting promptly to detected offenses, investigating, developing corrective action, and reporting to the Government
- Conducting regular risk assessments to identify potential non-compliance
- Remediation
- Assessment

The IMCare Compliance Plan will contain these elements as defined below:

1. Establishing Policies and Procedures and Standards of Conduct: IMCare will document all aspects of compliance with legal and regulatory requirements (includes operational policies), review and update for changes in regulations and guidance, distribute standards of conduct, and relevant policies to employees, first tier, downstream and related entities (FDRs), establish a top-down culture of compliance.
2. Designating a Compliance Officer and a Compliance Committee: The IMCare Compliance Officer must be an employee of Itasca County Health and Human Services and must report to senior management and the Board of Commissioners, the Compliance Officer will not hold roles that could lead to self-policing, and the Itasca County Board of Commissioners and senior management must be engaged in the program. The Contract Compliance Officer, along with the IMCare Director, Quality Improvement/Utilization Management (QI/UM) Directors, Medical Director, Pharmacy Director, Claims Supervisor and Controller, along with other key IMCare partners, are the make-up of the Compliance Committee.
3. Conducting Effective Training and Education: IMCare will conduct orientation and annual general compliance training for employees, senior management, board members, and FDRs (first tier, downstream, and related entities). Orientation and ongoing training must include fraud, waste and abuse laws, and IMCare must provide specialized training by job function. Upon identifying and ranking risk, the Contract Compliance Officer and Compliance Committee, as applicable, will educate staff and contractors about the standards of practice and educate them in methods of compliance.
4. Developing Effective Lines of Communication: IMCare must establish effective lines of communication between the compliance officer, compliance committee, managers, the

Board, and contractors; and establish a hotline that is communicated and accessible to all (including providers and FDRs) and available anonymously.

5. Enforcing county standards through well publicized disciplinary standards and procedures encouraging program participation: IMCare must communicate and enforce expectations of compliance, reporting and assisting with resolution of issues, non-retaliation, and non-intimidation.
6. Conducting Internal Monitoring and Auditing: Upon the identification and prioritization of risk, review procedures will be developed and implemented to determine compliance with the Standards of Conduct. The process of monitoring and auditing shall be designed by the Contract Compliance Officer, County Privacy Officer, and County Security Officer, as applicable and approved by the Compliance Committee. The process may give priority to review of activity of higher risk. It shall include proper controls and oversight of internal operations and contractors. It shall measure compliance program effectiveness with routine data collection and audits.
7. Effective System for Prompt Response, Investigation, and Correction: IMCare shall maintain a means by which individuals may report violations of the Standards of Conduct or requirements of the Compliance Plan. No individual shall be subject to retribution for good faith reporting and the confidentiality of reports shall be protected when possible without compromising the achievement of the Compliance Program purposes. There must be prompt response to issues raised. Investigations shall be focused on root cause. Corrective action, or other appropriate action shall be taken (disciplinary action, repayment of overpayment) to correct problems at root cause level to reduce potential for recurrence. Investigation, documentation, and reporting shall be done in a manner to show correction to DHS and CMS with data.
8. Conducting Regular Risk Assessments to Identify Non-Compliance: IMCare will conduct an annual risk assessment, using the Office of Inspector General (OIG) Work Plan as a tool to identify areas of concern for Federal and State governing agencies. Also, any finding in prior risk assessments will continue to be assessed for compliance.
9. Remediation: Reasonable and prompt steps must be taken to respond to all incidents of non-compliance detected through audit and monitoring or reported by any individual. A corrective action plan will be implemented for each incident that is confirmed after any necessary investigation and required due process.
10. Assessment: IMCare must assess and evaluate the effectiveness of the compliance program, identify opportunities, and implement changes as needed.

ITASCA MEDICAL CARE (IMCare)
POLICY AND PROCEDURE

Title: Compliance Investigations	**Index:** Compliance
NCQA Standard #:	
Statute/CFR#:	
Effective Date: 01/01/2004	**Policy Number:** 1.05.04
Written by: Contract Compliance Officer	**Reviewed/Revised Date:** 06/16/2021
Attachments:	

POLICY:
The Contract Compliance Officer investigates compliance concerns to detect possible violations in applicable laws, regulations, and guidelines. The extent of the investigation will vary depending on the concern.

Reporting System: An effective reporting system makes the reporting individual feel comfortable in seeking guidance and disclosing information without threat of retribution. Reporting can be made in any of the following ways:

- A report to the Itasca County Fraud Prevention Hotline at 1-800-422-0312, ext. 2191
  - The Itasca County Fraud Prevention Investigator will forward any fraud, waste and abuse reports received on the Itasca County Fraud Prevention Hotline that pertain to IMCare to the IMCare Contract Compliance Officer for investigation.
- A report to the IMCare Compliance hotline at 1-866-269-0584 or imcarecompliance@co.itasca.mn.us
- Direct access to the Contract Compliance Officer, Privacy Officer, and/or Security Officer by way of telephone, electronic mail, etc.
- Direct communication to the Contract Compliance Officer, Privacy Officer, and/or Security Officer.

Reports of Questionable Practices: Reports and complaints of questionable practices may be made by anyone having knowledge or information about a known or suspected questionable practice. Reports may be made orally or in writing; however, all reports shall be received by the Contract Compliance Officer, who will coordinate a thorough and confidential investigation. Any oral, electronic, or written report should contain the following information.

- A factual, objective description of the questionable practice, including dates and times.
- The name of the individual or practice about which the report is being made.
- If the questionable practice involves inappropriate billing or charges:
  - When and if the claim was received and whether payment has been made.
  - If payment was made, what steps, if any, were taken to recoup the payment.
- The names of other individuals knowing about the questionable practices.
- Any other information deemed necessary to a thorough investigation.
- Reports may be made anonymously. If known, the investigator shall neither be required nor compelled to disclose the name of the reporting individual unless required by law or permitted by the reporting individual.

Investigation: Upon receipt of an oral, electronic, or written report of questionable practice, the Contract Compliance Officer shall act promptly to conduct a confidential investigation. In addition to the information described above, the Contract Compliance Officer may obtain further information necessary to corroborate or dispute the report.

PROCEDURE:

The IMCare Contract Compliance Officer will:

1. Begin investigating all compliance-related concerns within seven days following receipt of the report.
2. In instances where concern was previously investigated, reviews the details of the previous investigation and actions taken.
3. Develop a written plan of investigation. The plan may be revised as the investigation proceeds. The investigation may include, but is not limited to:
    a. Gathering relevant documents and facts
    b. Reviewing documents
    c. Interviewing appropriate individuals
    d. Reviewing policies and researching procedures
    e. Collaborating with an internal oversight authority
    f. Contracting with an external authority
4. Document investigation methods and findings carefully and in an objective manner. Copies of supporting documents should be attached.
    a. If the investigation does not substantiate the concern, documentation regarding the investigation is still filed. Once complete, documentation is maintained for a minimum of ten years.
    b. When a compliance violation is found to exist, all documentation related to the investigation is kept in an "open" file until a remediation plan and any related monitoring are complete.
5. Provide feedback to the source regarding the investigation, providing the issue was not reported anonymously. Sources who report anonymously may call to receive feedback. Responses should be general in nature and not reveal information of a confidential nature such as an individual's name or corrective action taken because of the investigation.
6. Document investigations conducted and a brief description of the results in the Compliance Issue Log. Compliance information is reported quarterly to the IMCare Subcommittee of the Itasca County Board of Commissioners.
7. Ensure that under no circumstances is retaliation for discussing a concern acceptable. This includes questions and concerns an employee discusses with an immediate supervisor, oversight authority, or the Contract Compliance Officer.

ITASCA MEDICAL CARE (IMCare)
POLICY AND PROCEDURE

Title: Compliance Monitoring & Investigation	**Index:** 1.05 - Compliance
NCQA Standard #:	
Statute/CFR#:	
Effective Date: 01/01/2004	**Policy Number:** 1.05.05
Written by: Contract Compliance Officer	**Reviewed/Revised Date:** 06/16/2021
Attachments:	

POLICY:
The Contract Compliance Officer has been assigned the task of overseeing the monitoring of various activities and operations of IMCare, providing an assessment of the effectiveness of the Compliance Plan, and indicating the areas where the Compliance Plan may need to be revised or improved. To the extent that the monitoring activities reveal conduct which could potentially constitute violations of the Compliance Plan, failure to comply with applicable state and federal laws, and other types of misconduct, IMCare has an obligation to investigate the conduct in question immediately to determine whether any such violation occurred, take action to discipline the person or persons involved, and correct the problem.

IMCare believes that a thorough and ongoing evaluation of the various aspects of the Compliance Plan is crucial to its success. In order to evaluate the effectiveness of the Compliance Plan, IMCare will employ a variety of monitoring techniques, including but not limited to, one or more of the following:

- Periodic interviews with management personnel regarding their perceived levels of compliance within their areas of responsibility.
- Questionnaires developed to poll personnel regarding compliance matters including the effectiveness of individual training/educational techniques.
- Periodic written reports of personnel utilizing assessment tools developed to track specific areas of compliance risk.
- Audits designed and performed by internal and/or external auditors utilizing guidelines.
- Investigations of alleged non-compliance reported through the Reporting Policy or other means.
- Exit interview for departing employees.

Information obtained through monitoring efforts will be retained in written format and provided to the Contract Compliance Officer and, if necessary, the Compliance Committee.

PROCEDURE:
The IMCare Contract Compliance Officer will:

1. Evaluate the effectiveness of the Code of Conduct and other compliance policies and provide the results of such evaluation to the Compliance Committee and IMCare subcommittee to the Itasca County Board of Commissioners, at least annually.

The IMCare Compliance Committee will:

1. Review, revise, and issue modifications and/or updates to the Compliance Plan based on the results of the evaluation.

The IMCare Contract Compliance Officer will:

1. Distribute any changes to the Compliance Plan to the employees.
2. Initially assess any reports received either through a Reporting Policy mechanism or through some other monitoring mechanism.
3. If the initial assessment indicates there is a basis for believing that the conduct reported constitutes non-compliance with the Compliance Plan, applicable state or federal law, or other policy, the matter shall be referred to the Compliance Committee for review and investigation.
4. Be responsible for directing the investigation and may solicit the support of internal or external resources to conduct the investigation.
5. Notify the IMCare Director regarding the nature of the complaint.
6. Commence the investigation as soon as reasonably possible, but in no event more than 30 days following the receipt of the report, information, or complaint regarding the potential non-compliance.
7. Interview the person or persons involved in or having knowledge of the potential non-compliance.
8. Review the statutes, regulations, and policies involved.
9. Prepare a summary report with recommendations on corrective actions and provide to the Director of IMCare and/or the Quality Improvement/Utilization Management Director to recommended disciplinary measures to be taken against the person or persons whose activities or conduct is the subject of the investigation.
10. Correct the problem and document disciplinary action and initiate education/training to prevent recurrence of the problem.
11. Recoup any overpayments uncovered during an investigation (with interest, if appropriate).
12. Report any variable fraud to the appropriate government agency within 60 days of the discovery of the credible evidence of fraud.
    a. In some situations, if violations of the False Claims Act are reported to the Office of the Inspector General (OIG) within 30 days of learning of credible evidences, fines may be double instead of tripling the amount of damages.
    b. Refer to the OIG Provider Self-Disclosure Protocol.

ITASCA MEDICAL CARE (IMCare)
POLICY AND PROCEDURE

Title: Compliance Oversight	**Index:** 1.05 - Compliance
NCQA Standard #:	
Statute/CFR#:	
Effective Date: 01/01/2004	**Policy Number:** 1.05.06
Written by: Contract Compliance Officer	**Reviewed/Revised Date:** 06/16/2021
Attachments:	

POLICY:

The Compliance Committee, Contract Compliance Officer, County Privacy Officer and County Security Officer will provide Compliance Plan oversight.

Compliance Committee:

1. Purpose: The purpose of the Compliance Committee is to oversee the implementation and operation of the Compliance Plan. The Compliance Committee will review reports and recommendations of the Contract Compliance Officer regarding Compliance Plan activities, including data regarding compliance generated through audit, monitoring, and individual reporting. Based on these reports, the Compliance Committee will make recommendations to the IMCare Subcommittee to the Board of Commissioners as requested and will report to individual departments regarding compliance with the Plan. The Compliance Committee shall carry out other duties as described in this Compliance Plan.
2. Composition and Chair: The Compliance Committee shall be comprised of the IMCare Director (Chair)/CEO, IMCare Quality Improvement/Utilization Management (QI/UM) Director (Quality), IMCare QI/UM Director (Utilization), Medical Director, Dental Director, Pharmacy Director, Contract Compliance Officer, Claims Supervisor and Controller/CFO, the Itasca County Administrator, the Itasca County Health and Human Services Director/Privacy Officer, and the Itasca County MIS Director/Security Officer. If a committee member is no longer affiliated (either through employment, election, or contract) with IMCare, then his/her membership on the Compliance Committee will end immediately. A simple majority shall serve as a quorum. The Compliance Committee reports to the IMCare Subcommittee to the Itasca County Board of Commissioners.
    a. The Compliance Committee shall meet at least quarterly at predetermined times and dates, and at any time a meeting is needed.
    b. A summary of the items addressed, or actions taken at each meeting shall be made and retained by the Contract Compliance Officer.
3. Duties: The duties of the Compliance Committee shall include, but are not limited to:
    a. Overseeing the implementation and operation of the Compliance Plan.
    b. Reviewing and giving final approval of the Plan, Standards of Conduct, and policies and procedures, and any amendments thereto, related to compliance.
    c. Furnishing adequate resources for and support of the Plan.
    d. Reviewing and evaluating risk assessments prepared by the Contract Compliance Officer and approve compliance monitoring plans.

e. Reviewing confidential final investigative compliance reports presented to verify that findings of non-compliance are addressed through appropriate corrective action plans and/or disciplinary action to assist in reducing the risk of similar non-compliance in the future.
f. Enforcing consistent application of compliance standards, including fair, equitable and consistent disciplinary action of individuals identified as responsible for confirmed non-compliance.
g. Providing guidance to the Contract Compliance Officer in the development of policies and standards related to compliance awareness, training, monitoring, and response (including corrective action, sanctions and enforcement) to identify, avoid and/or minimize non-compliance with applicable laws, regulation and policies.
h. Receiving and acting upon reports and recommendations from the Contract Compliance Officer and IMCare Director;
i. Serve as appellate body for employees contesting compliance reports;
j. Evaluating the performance of the Compliance Plan and making recommendations accordingly;
k. Evaluating the performance of the Contract Compliance Officer and the overall operation of the Compliance Program.
l. Reporting actions and making recommendations to the appropriate officials, regarding employee performance;
m. Performing other functions that may be reasonably necessary to fulfill the Compliance Committee's responsibilities and purpose.

4. Committee Member Responsibilities:
   a. Compliance committee members are expected to regularly attend the scheduled and called Compliance Committee meetings;
   b. Any sensitive information regarding employees, or information identified as confidential or proprietary learned by a member during his/her tenure on the Compliance Committee shall be considered confidential and the Compliance Committee members shall not disclose such information unless otherwise directed.
5. Subcommittees: Subcommittees may be formed from the Compliance Committee's membership to address specified issues.

Contract Compliance Officer:

1. Purpose: The Contract Compliance Officer is responsible for the implementation, administration, and oversight of the Compliance Plan. The Contract Compliance Officer is the lead administrator of the Compliance Plan and reports to the IMCare Director.
2. Duties:
   a. Develop and implement the IMCare Compliance Plan, including providing oversight and monitoring of its implementation and periodic review;
   b. Monitor and oversee the Compliance Plan in conjunction with the County Privacy Officer and County Security Officer relating to HIPAA;
   c. Develop policies and procedures for implementation and operation of the Compliance Plan;
   d. Maintain, distribute and promote IMCare's Standards of Conduct;

e. Maintain, distribute and promote IMCare's Conflict of Interest policies and procedures;
f. Maintain current knowledge of laws and regulations, keeping abreast of recent changes that may affect IMCare policies, procedures, and processes through personal research, seminars, peer contact, and bench-marking compliance monitoring practices and implementation strategies;
g. Coordinate efforts of staff, delegates, and providers to implement the Plan;
h. Encourage awareness among employees, delegates, and contractors about compliance matters and the importance of adherence to the Standards of Conduct by developing, coordinating, and participating in a training program that focuses on compliance-related issues;
i. Provide guidance to administration, governing body, and staff to facilitate compliance with statutory, regulatory, and IMCare requirements;
j. Oversee monitoring, auditing and reporting of activity within the scope of the Compliance Plan;
k. Investigate possible non-compliance;
l. Maintain a retribution-free system for reporting of non-compliance or concerns about Compliance Plan matters, which includes implementing and publicizing a "Compliance Hotline";
m. Ensure that a compliance risk assessment is completed by IMCare at least annually and report results and recommend areas of focus to control or manage the identified risks;
n. Assist in development of corrective action plans;
o. Report any violations of HIPAA requirements to the County Privacy Officer and/or County Security Officer, as applicable;
p. Serve on the Compliance Committee;
q. Routinely report results of monitoring, auditing, and reporting activity to the Compliance Committee;
r. Provide leadership for IMCare's compliance efforts.
s. Ensure that the HHS-OIG's list of excluded individuals, SDN, and related entities and the General Services Administration's list of parties debarred from federal programs have been checked with respect to physicians, staff, contractors, and vendors.
t. Work with all departments/areas of IMCare to identify high risk compliance areas.

3. Specific Authority: The Contract Compliance Officer shall have the authority to carry out the above-mentioned duties.

Senior Management:

1. Role: Senior Management plays an important role in the Compliance Plan:
   a. Work with the Contract Compliance Officer, County Privacy Officer, County Security Officer, and Compliance Committee to assure compliance with the Compliance Plan in their departments, and otherwise oversee departmental compliance and encourage a culture of compliance throughout their departments;
   b. Implement corrective/disciplinary action as necessary to assure compliance, and as recommended;

c. Cause their department to develop and adopt departmental policies and procedures to enable their departments to adhere to the Compliance Plan;
d. Review departmental policies, at least annually, to assure that they conform with the Compliance Plan;
e. Provide information to the Contract Compliance Officer, County Privacy Officer, County Security Officer, and Compliance Committee, as necessary, regarding their departments and their compliance efforts; and
f. Apprise employees of the results of monitoring, auditing, and reporting of activities of the Compliance Plan.

ITASCA MEDICAL CARE (IMCare)
POLICY AND PROCEDURE

Title: Compliance Reporting to the Board	**Index:** 1.05 - Compliance
NCQA Standard #:	
Statute/CFR#:	
Effective Date: 01/01/2004	**Policy Number:** 1.05.07
Written by: Contract Compliance Officer	**Reviewed/Revised Date:** 06/16/2021
Attachments:	

POLICY:
The quarterly compliance report is intended to keep the Itasca County Board of Commissioners informed of how the compliance program is operating, to ensure the Board that complaints or concerns are being addressed, and to ensure continued oversight and support from the Board in IMCare's compliance program. The Director of IMCare will report to the IMCare Subcommittee of the Board on a quarterly basis. If an issue is deemed to be of a serious nature, however, it will be reported to the Board at its next regularly scheduled meeting after the issue arises. During the quarterly report, the Director will inform the IMCare Subcommittee of the Board of any current compliance issues or investigations and inform them of compliance audits performed during the previous quarter.

PROCEDURE:
The IMCare Contract Compliance Officer will:

1. Perform complex audits in at least four areas.
2. Provide written information to the IMCare Director for reporting to the IMCare Subcommittee of the Board.

The IMCare Director will:

1. Present the audit results and other relative compliance information to the IMCare Subcommittee of the Board on a quarterly basis.
2. Ensure maximum confidentiality of the information conveyed to the IMCare Subcommittee of the Board.
3. Collect any written reports that were prepared for the quarterly presentation and return them to the Contract Compliance Officer.

ITASCA MEDICAL CARE (IMCare)
POLICY AND PROCEDURE

Title: Compliance Remediation	**Index:** 1.05 - Compliance
NCQA Standard #:	
Statute/CFR#:	
Effective Date: 01/01/2004	**Policy Number:** 1.05.08
Written by: Contract Compliance Officer	**Reviewed/Revised Date:** 06/16/2021
Attachments:	

POLICY:
The Contract Compliance Officer develops a remediation plan when a compliance violation is detected. The plan is designed to prevent a recurrence of the violation and is a key factor in evaluating the success of the compliance plan.

PROCEDURE:
The IMCare Contract Compliance Officer will:

1. Develop remediation plans on a case-by-case basis, which may include:
    a. Additional or modified education.
    b. Corrective action.
    c. Development of new policies and procedures.
    d. Revision to existing policies and procedures.
    e. Revision to the Compliance Plan.
    f. Additional monitoring and auditing.
    g. Reporting to outside agencies.
2. Ensure that corrective action resulting from a compliance investigation follows the Corrective Action policy (1.05.09).
3. Coordinate reporting of issues, and monitoring settlement of issues, reported to outside authorities.
4. Prepare routine compliance status reports that include investigations conducted, a brief description of the results, including any corrective action, and general remediation plan information.
5. Maintain a compliance log of compliance issues received and the results of any investigation.
6. Document on, or attach to, the Compliance Issue Log any remediation plans, including any reporting to an external agency. Plans that require more monitoring are considered "open" and are not filed until the monitoring period is successfully completed. Once completed, all documentation related to the investigation and required remediation of a compliance concern is filed for a minimum of ten years.
7. Ensure that employees are not retaliated against for their participation in the reporting and/or investigation process. This includes questions or concerns an employee discusses with an immediate supervisor, oversight authority, or the Contract Compliance Officer.

The IMCare Director will:

1. Report to the IMCare Subcommittee of the Itasca County Board of Commissioners investigations conducted, a brief description of the results, and general remediation plan information, including any reporting to outside agencies.

ITASCA MEDICAL CARE (IMCare)
POLICY AND PROCEDURE

Title: Corrective Action Plans	**Index:** 1.05 - Compliance
NCQA Standard #:	
Statute/CFR#:	
Effective Date: 01/01/2004	**Policy Number:** 1.05.09
Written by: Contract Compliance Officer	**Reviewed/Revised Date:** 06/16/2021
Attachments:	

POLICY:
Corrective action shall be imposed as a means of facilitating the overall Compliance Plan goal of full compliance. Corrective action plans should assist staff and providers to understand specific issues and reduce the likelihood of future non-compliance. Corrective action, however, shall be sufficient to effectively address the instance of non-compliance and should reflect the severity of the non-compliance and staff and provider's past adherence to compliance standards.

Basis for Corrective Action: Internal review reports, consultants' reports, external audit reports, focused audits, and reports of questionable practices may be considered for the basis for imposing corrective action.

Elements of a Corrective Action Plan:

1. As appropriate given the nature of the noncompliance, a corrective action plan shall include:
    a. A resolution of specific problems identified.
    b. A recommendation to reprocess or not pay inappropriate claims.
    c. A report to appropriate government authorities about the non-compliance, if required.
    d. A recommended policy and/or procedure to modify practices to reduce the likelihood of recurrence and to monitor adoption of and compliance with the recommendations.
    e. Additional mandatory education and training for staff and providers who are the subject of the corrective action.
    f. Other corrective measures as required/recommended by the Compliance Committee.
    g. Focused reviews of individual records for a defined period of time.
    h. Other reasonable corrective action measures calculated to ensure adherence to the compliance plan.

Corrective actions shall be in response to non-compliance during a given audit period, but non-compliance in previous audit periods can be considered in deciding upon appropriate corrective action.

The failure of an individual or entity subject to a corrective action plan to adhere to the plan shall be grounds for further corrective action.

PROCEDURE:

The IMCare Contract Compliance Officer will:

1. Use the information from compliance investigations to develop correction action plans when non-compliance issues are identified.
2. Propose the corrective action plan to the Compliance Committee (or the Director and Quality Improvement/Utilization Management (QI/UM) Director) for review and approval prior to presentation to the individual(s) involved in the non-compliance issue.
3. Follow up and audit corrective action plans to determine whether the corrective action plan is being followed and is effective. The failure of an individual or entity subject to a corrective action plan to adhere to the plan shall be grounds for further corrective action.

First Report of Noncompliance

The IMCare Contract Compliance Officer will:

1. Conduct remedial education, including determining the format to be used.
2. Within 90 days after the remedial education is completed, perform a follow-up audit for compliance.

Second Report of Noncompliance

The IMCare Director will:

1. Execute a letter of reprimand to the staff or provider.

The IMCare Contract Compliance Officer will:

1. Conduct remedial education, including determining the format to be used.
2. Perform concurrent review of issue for a 60 day period.
3. Within 90 days after the remedial education is completed, perform a follow-up audit for compliance.

Third Report of Noncompliance

The IMCare Contract Compliance Officer will:

1. Present the compliance investigation to the Compliance Committee for further review, actions, and recommendations.

The IMCare Compliance Committee will:

1. Review the results of the compliance investigation(s) and based on the seriousness of the non-compliance determine what action should be taken, including termination of the staff and/or provider. Only the IMCare Director has authority to terminate or recommend termination of an IMCare employee. The IMCare Director and/or QI/UM Director has the authority to terminate contracted individuals.
2. Implement any action as determined by the committee.
3. Prepare notice to the staff and/or provider regarding the results.

ITASCA MEDICAL CARE (IMCare)
POLICY AND PROCEDURE

Title: False Claim Reporting	**Index:** 1.05 - Compliance
NCQA Standard #:	
Statute/CFR#: Deficit Reduction Act of 2005, Section 6032; 31 USC 3279-3133; 31 USC Chapter 38; MN Rule 9505.2160 to 9505.2245	
Effective Date: 1/1/07	**Policy Number:** 1.05.10
Written by: Contract Compliance Officer	**Reviewed/Revised Date:** 06/16/2021
Attachments:	

POLICY:
All employees read and sign IMCare's *Standards of Conduct*. The *Standards of Conduct* address the issue of false claims. All employees will also be provided a copy of the booklet entitled *An Overview of the False Claims Act and Federal Health Care Programs,* and a copy of this policy and procedure, with attachments.

Responsibility of non-management employees:
Anyone who has knowledge of a violation must report this information. If you report a violation, you will not experience retaliation. If you do not report a violation, you may be subject to disciplinary action even if you were not directly involved.

Responsibility of Management:
Management must demonstrate and promote a commitment to ethical and legal behavior that is consistent with Itasca Medical Care's mission and values. As a leader you have the obligation to ensure that IMCare employees under your supervision:

- Know about and follow all laws, regulations, and policies within the scope of their responsibilities;
- Know the procedure for reporting suspected or actual violations, and;
- Encourage others to ask questions and to report actual or suspected violations

Abuse means:

- In the case of a **vendor or provider**, a pattern of practices that are inconsistent with sound fiscal, business, or health service practices, and that result in unnecessary costs to IMCare programs or in reimbursements for services that are not medically necessary or that fail to meet professionally recognized standards for health services. The following practices are deemed to be abuse by a vendor:
    - Submitting repeated claims, or causing claims to be submitted, from which required information is missing or incorrect;
    - Submitting repeated claims, or causing claims to be submitted, using procedure codes which overstate the level or amount of services provided;
    - Submitting repeated claims, or causing claims to be submitted, for health services that are not reimbursable under IMCare;
    - Submitting repeated claims, or causing claims to be submitted, for health services that do not comply with Minnesota Rules Part 9505.0210, and if applicable, Minnesota Rules Part 9505.0215;

- Submitting repeated duplicate claims, or causing claims to be submitted, for the same services provided to the same enrollee;
- Repeated submission of claims, or causing claims to be submitted, for services that are not medically necessary;
- Failing to develop and maintain health service records as required under Minnesota Rules Part 9505.2175;
- Failing to use generally accepted accounting principles or other accounting methods which relate entries on an enrollee's health service record to corresponding entries on claims;
- Failing to disclose or make available to the IMCare an enrollee's health service records or the vendor's financial records as required by Minnesota Rules Part 9505.2185;
- Failing to properly report duplicate payments from third party payers for covered health services provided to an enrollee and billed to IMCare;
- Failing to obtain information and assignment of benefits as specified in Minnesota Rules Part 9505.0070, subpart 3, or to bill Medicare as required by Minnesota Rules Part 9505.0440;
- Failing to keep financial records as required under part 9505.2180;
- Repeatedly submitting or causing false information to be submitted for the purpose of obtaining a service agreement, prior authorization, inpatient hospital admission certification under Minnesota Rules Parts 9505.0501 to 9505.0540, or a second surgical opinion as required under Minnesota Rules Part 9505.5035;
- Submitting a false or fraudulent application to become an IMCare network provider;
- Soliciting, charging, or receiving payments from IMCare enrollees or other non-medical assistance sources, in violation of CFR 42 § 447.15, or Minnesota Rules Part 9505.0225, for services for which a vendor or provider has received reimbursement from or should have billed to IMCare.
- Payment by a vendor of program funds to another vendor whom the vendor knew or had reason to know was suspended or terminated from program participation;
- Repeatedly billing IMCare for health services after entering into an agreement with a third-party payer to accept an amount in full satisfaction of the payer's liability;
- Repeatedly failing to comply with the requirements of the IMCare provider participation agreement that relate to the programs covered by Minnesota Rules Parts 9505.2160 to 9505. 2245 (surveillance and integrity review requirements);
- Failing to comply with the ownership and control information disclosure requirements of CFR 42 § 455;
- Billing for services that were provided to an enrollee without the request or consent of the enrollee, the enrollee's guardian, or the enrollee's responsible party;
- Billing for services that were outside of the vendor's license, or in the case of a vendor that is not required to hold a license, billing by a vendor for services that the vendor is not authorized to provide under applicable regulatory agency requirements; or

- Billing for services in a manner that circumvents program spenddown requirements.

- In the case of an **Enrollee**, the use of health services that result in unnecessary costs, or in reimbursements for services that are not medically necessary. The following practices are deemed to be abuse by an enrollee:
  - Obtaining equipment, supplies, drugs, or health services that are in excess of limits or that are not medically necessary and that are paid for by IMCare;
  - Obtaining duplicate or comparable services for the same health condition from a multiple number of providers, such as going to multiple pharmacies or physicians. (Does not include a second opinion that is medically necessary.);
  - Continuing to engage in practices that are abusive after receiving written notice from IMCare warning that the conduct must cease;
  - Altering or duplicating their IMCare identification card for the purpose of obtaining additional health services or aiding another person to obtain such services;
  - Using an identification card that belongs to another person;
  - Using an identification card to assist an unauthorized individual to obtain health services for which IMCare is billed;
  - Duplicating or altering prescriptions;
  - Misrepresenting material facts as to physical symptoms for the purpose of obtaining equipment, supplies, health services, or drugs;
  - Furnishing incorrect eligibility status or information to a provider;
  - Furnishing false information to a provider in connection with health services previously rendered to the enrollee which were billed to IMCare;
  - Obtaining health services by false pretense;
  - Repeatedly obtaining health services that are potentially harmful to the enrollee;
  - Repeatedly obtaining emergency room health services for non-emergency care;
  - Repeatedly using medical transportation to obtain health services from providers located outside the IMCare service area when health services appropriate to the enrollee's physical or behavioral health needs can be obtained inside the service area;
  - Repeatedly arranging for services and then canceling services to circumvent the spenddown requirement; and
  - In addition to the criteria listed above, the following are deemed to be abuse by an enrollee enrolled in the restricted recipient program:
    - Obtaining medical services from a physician without a referral from the enrollee's designated primary care provider;
    - Obtaining emergency room services for non-emergency care;
    - Obtaining prescriptions from a pharmacy other than the designated pharmacy; or
    - Obtaining health services from a non-designated provider when the enrollee has been required to designate a provider.

Fraud means an act which:

- Constitutes a crime, or attempts or conspiracies to commit those crimes, including theft, perjury, aggregated forgery or forgery, medical assistance fraud, or financial transaction card fraud;
- Constitutes a false statement, false claim, or false representation where the person knows, or should reasonably know the statement, claim or representation was false, including knowingly and willfully submitting a false or fraudulent application for provider status; and
- Is a felony.

Waste means:

- Overutilization of services or other practices that, directly or indirectly, result in unnecessary costs to the health care system, including the Medicare and Medicaid programs.
- It is not generally considered to be caused by criminally negligent action, but by the misuse of resources.

PROCEDURE:

1. **IMCare Staff will:**
   a. Report incidences of suspected fraud, waste, and/or abuse to their supervisor, the IMCare Director, another member of management, or the Contract Compliance Officer.

2. **The IMCare Supervisor/Director or other notified party will:**
   a. Document report.

3. **The Member of Management/Contract Compliance Officer will:**
   a. Assure the staff that the issue will be addressed by the Compliance Committee.
   b. Forward the issue to the Compliance Committee.

4. **The IMCare Compliance Committee will:**
   a. Take steps to ensure that the staff does not experience retaliation.
   b. Maintain confidentiality.
   c. Investigate provider and/or enrollees based on information received, to monitor compliance with Medicaid and/or Medicare program requirements.
      - Review claims
      - Review DTR notices
      - Review relevant regulations, statutes, and rules
   d. Review service requests.

5. **The Appropriate Staff will:**
   a. Conduct interviews of all parties involved to ascertain facts and intent.
      - Examination of medical records and/or financial records;

- Examination of equipment, materials, prescribed drugs, or other items used for services;
- Examination of prescriptions for enrollees;
- Verify credentials of providers, and provider employees;
- Consult peer review;

b. Report results of investigation to Compliance Committee.

6. The IMCare Compliance Committee will:

a. Review and discuss the results of the investigation; determine whether:
   - In compliance with the requirements of the Medicaid and/or Medicare Programs;
   - Insufficient evidence exists;
   - Evidence supports administrative, civil, or criminal action.

b. Based upon the results of the review of the investigation, and determination, take one or more actions:
   - Close the investigation when no further action is warranted;
   - Impose administrative remedies;
   - Refer the matter to the appropriate state regulatory agency;
   - Refer the matter to the State Attorney General or the County Attorney for appropriate criminal legal action.

c. Issue a warning that states the practices/actions are potentially in violation of laws or regulations (see Restricted Recipient Policy and Procedure #02.06.16).

d. Administrative Remedies for Providers:
   - Referral to licensing board,
   - Suspend or terminate participation,
   - Require prior authorization of all services,
   - Restrict participation,
   - Require a provider agreement of limited duration,
   - Require a provider agreement which stipulates specific conditions of participation,
   - Review claims before payment,
   - Corrective Action Plan to monitor ongoing compliance.

e. Administrative Remedies for Enrollees:
   - Restriction of enrollee,
   - Referral to adult or child protection,
   - Reported restriction to MN Department of Human Services.

f. Inform the staff that the Committee has followed through on his or her report.

7. IMCare Staff Reporting Incident will:

Pursue outside intervention per the Federal False Claims Act, if not satisfied with results of Compliance Committee investigation and subsequent action.

ITASCA MEDICAL CARE (IMCare)
POLICY AND PROCEDURE

Title: FWA Training and Education for First Tier, Downstream and Related Entities	**Index:** 1.05 - Compliance
NCQA Standard #:	
Statute/CFR#: 42 CFR §§ 422.503-504; 42 CFR §§ 423.503-504	
Effective Date: 01/01/2009	**Policy Number:** 1.05.11
Written by: Contract Compliance Officer	**Reviewed/Revised Date:** 06/16/2021
Attachments:	

DEFINITIONS:

Plan Sponsor: An entity that has a contract with CMS to offer one or more of the following Medicare products: Medicare Advantage (MA) Plans, Medicare Advantage Prescription Drug Plans, Prescription Drug Plans (PDP) and 1876 Cost Plans.

First Tier Entity: A party that enters into a written arrangement, acceptable to CMS, with a Plan Sponsor to provide administrative services or health care services for a Medicare eligible individual under the MA or Part D programs. Examples include: Pharmacy Benefits Manager (PBM), contracted hospitals, clinics and allied providers.

Downstream Entity: A party that enters into a written arrangement, acceptable to CMS, with persons or entities involved in the MA or Part D benefit, below the level of the arrangement between a Plan Sponsor and a first tier entity. These written arrangements continue down to the level of the ultimate provider of both health and administrative services. Examples include: pharmacies, marketing firms, quality assurance companies, claims processing firms, and billing agencies.

Related Entity: An entity that is related to the Plan Sponsor by common ownership or control and performs some of the Plan Sponsor's management functions under contract or delegation; furnishes services to Medicare enrollees under an oral or written agreement; or leases real property or sells materials to the Plan Sponsor at a cost of more than $2,500 during a contract period.

POLICY:

All IMCare First Tier, Downstream and Related Entities are required to comply with all applicable Federal and State laws and regulations to prevent, detect and correct fraud, waste and abuse and noncompliance in a timely and well-documented manner. Noncompliance may include inaccurate and untimely payment or delivery of items or medical services, complaints from members, illegal activities and unethical behavior. IMCare requires the implementation of a compliance program as a condition of contractual requirements. These requirements include the following:

- Distribute written compliance policies and procedures to workforce
- Distribute code of conduct to workforce

- Provide workforce with General Compliance Training and Fraud, Waste and Abuse training within 90 days of initial hire and annually thereafter
- Maintain a system to receive, respond to and track questions or reports of suspected or detected noncompliance or potential fraud, waste and/or abuse from employees and to IMCare
- Completing Office of Inspector General (OIG) and General Services Administration's System for Award Management (SAM) exclusion screenings
- Reporting and requesting the use of offshore operations
- Monitoring and auditing First Tier, Downstream and related entities that provide administrative or health care services to IMCare members to ensure they comply with all requirements (e.g., training, exclusion screening, etc.) and any applicable laws, rules and regulations
- Operational oversight – conducting internal oversight of the services performed for IMCare to ensure that compliance is maintained with applicable laws, rules and regulations • Retain documentation of all compliance/training efforts

Administrative services include, but are not limited to, the following:

- Member and provider services
- Membership functions
- Utilization Management
- Claims Administration, processing and coverage adjudication
- Pharmacy benefits manager
- Hotline operations
- Bid preparation
- Licensing and credentialing

IMCare will ensure that an effective fraud, waste and abuse training and education program exists between the compliance officer and the organization's employees, managers and directors, and the organization's first tier, downstream and related entities, as required.

An authorized representative from a first tier, downstream or related entity organization must verify compliance with the requirements upon initial contracting (within 30 days) with IMCare and annually thereafter (by December 31st) by completing an Attestation of Compliance. The attestation allows the organization to attest that they will adopt the IMCare Compliance Plan, Standards of Conduct and related policies and procedures or have developed their own plan, standards or code of conduct and compliance policies and procedures that meet all requirements. First tier, downstream and related entities are required to meet the remaining requirements identified above.

First Tier, Downstream and Related Entities must immediately report compliance and fraud, waste, and abuse issues to the IMCare Contract Compliance Officer. This can be done via direct communication at 218-327-6769; via the confidential compliance hotline at 1-800-269-0584; via

direct e-mail at laura.grover@co.itasca.mn.us; or, via confidential e-mail at imcarecompliance@co.itasca.mn.us.

PROCEDURE:

1. All employees, managers, directors and board members of IMCare shall receive effective fraud, waste and abuse training to be completed annually by December 31.

2. All first tier, downstream and related entities of IMCare shall have a Compliance Plan, Standards or Code of Conduct and related compliance policies and procedures. The organization may adopt IMCare's Compliance Plan, Standards of Conduct and related policies and procedures rather than develop their own.

3. First tier, downstream and related entities must complete the IMCare Provider Compliance Attestation at initial contracting, and annually by December 31st. The attestation is located on the IMCare website: http://imcare.org/DocumentCenter/View/5255/Requirement-for-First-Tier-and-Downstream-Entities-PDF
    a. In the event IMCare does not receive the required completed attestation and accompanying documents from the first tier, downstream and related entities at initial contracting, the contract will not be executed.
    b. IMCare will remind first tier, downstream and related entity organizations of the annual reporting requirement by newsletter or mailing. In the event IMCare does not receive the required completed attestation and accompanying documents from the first tier, downstream and related entities annually, IMCare will send a reminder letter to applicable first tier, downstream and related entities. The reminder letter will include much the same information sent in the original notification letter. Non-compliance with this requirement may result in contract termination.

4. The Contract Compliance Officer will track and maintain Provider Compliance Attestations.

ITASCA MEDICAL CARE (IMCare)
POLICY AND PROCEDURE

Title: Maintaining Compliance Program and Policies and Procedures	**Index:** 1.05 - Compliance
NCQA Standard #:	
Statute/CFR#:	
Effective Date: 01/01/2004	**Policy Number:** 1.05.12
Written by: Contract Compliance Officer	**Reviewed/Revised Date:** 06/16/2021
Attachments:	

POLICY:
It is the policy of IMCare to maintain a Compliance Plan, which is a proactive effort to incorporate contemporaneous changes to the plan. Consistent with this ideal, it may be necessary from time to time to amend the overall structure of the Compliance Plan, as well as to amend various procedural and technical components therein. In order to ensure that the Compliance Plan remains a viable plan geared at maintaining maximum compliance, the following procedures are necessary and shall be followed with respect to Compliance Plan changes, modifications, revisions, and amendments.

PROCEDURE:
The IMCare Compliance Committee will:

1. Make technical changes to the Compliance Plan, including any component therein, which technical changes would not reduce, enlarge, and materially modify the authority of the Compliance Committee or the Contract Compliance Officer.
    a. A technical change is one which is procedural in nature and has the effect of improving the overall operational aspects of the Plan. Examples include, but are not limited to, increasing or decreasing the number of charts reviewed, increasing or decreasing the number of training sessions, changing the manner of providing training, topics addressed at training sessions, amending monitoring/auditing criteria. A technical amendment to the Compliance Plan shall be effective upon resolution of the majority of the Compliance Committee.
    b. All technical changes will be provided to the Itasca County Board of Commissioners for information purposes only, and to ensure that the Board has the most current version of the Compliance Plan.
2. Make recommendations to the Itasca County Board of Commissioners of substantive changes to the Compliance Plan which may affect the overall integrity of the Plan or add, delete or materially modify any policy or policies therein.

The IMCare Director will:

1. Request resolution from the Board, on behalf of the Compliance Committee, for amendments, modification, changes, or revision to the Compliance Plan that are not technical in nature.

2. Present changes to the Board.

The Itasca County Board of Commissioners will:

1. Have exclusive authority for approving any changes to the Compliance Plan which would substantively affect the integrity of the plan or would constitute a material change to the overall plan, or to any policy or policies comprising the plan.
2. Upon recommendation of the Compliance Committee, shall be authorized to make amendments, modifications, changes or revisions to the plan.
3. Make a final resolution approving and supporting the Compliance Plan.

ITASCA MEDICAL CARE (IMCare)
POLICY AND PROCEDURE

Title: Monitoring of Providers/Vendors for Fraud, Waste and Abuse	**Index:** 1.05 - Compliance
NCQA Standard #:	
Statute/CFR#: 42 CFR § 422.503; 42 CFR § 423.504; Minnesota Rule 9505 §§ 2160 through 2245	
Effective Date: 01/01/2004	**Policy Number:** 1.05.13
Written by: Contract Compliance Officer	**Reviewed/Revised Date:** 06/16/2021
Attachments:	

POLICY/PROCEDURE:
To identify providers and/or vendors providing services at a frequency or amount not medically necessary or resulting in unnecessary cost to the program.

In the case of a provider/vendor, abuse means a pattern of practices that are inconsistent with sound fiscal, business, or health services practices, and that result in unnecessary costs to the programs or in reimbursements for services that are not medically necessary or that fail to meet professionally recognized standards for health service.

The following are deemed abuse by a provider/vendor:

- Submitting repeated claims, or causing claims to be submitted, from which required information is missing or incorrect;
- Submitting repeated claims, or causing claims to be submitted, using procedure codes which overstate the level or amount of services provided;
- Submitting repeated claims, or causing claims to be submitted, for health services that are not reimbursable under IMCare;
- Submitting repeated claims, or causing claims to be submitted, for health services that do not comply with Minnesota Rules Part 9505.0210, and if applicable, Minnesota Rules Part 9505.0215;
- Submitting repeated duplicate claims, or causing claims to be submitted, for the same services provided to the same enrollee;
- Repeated submission of claims, or causing claims to be submitted, for services that are not medically necessary;
- Failing to develop and maintain health service records as required under Minnesota Rules Part 9505.2175;
- Failing to use generally accepted accounting principles or other accounting methods which relate entries on an enrollee's health service record to corresponding entries on claims;
- Failing to disclose or make available to the IMCare an enrollee's health service records or the vendor's financial records as required by Minnesota Rules Part 9505.2185;
- Failing to properly report duplicate payments from third party payers for covered health services provided to an enrollee and billed to IMCare;

- Failing to obtain information and assignment of benefits as specified in Minnesota Rules Part 9505.0070, subpart 3, or to bill Medicare as required by Minnesota Rules Part 9505.0440;
- Failing to keep financial records as required under Minnesota Rules Part 9505.2180;
- Repeatedly submitting or causing false information to be submitted for the purpose of obtaining a service agreement, prior authorization, inpatient hospital admission certification under Minnesota Rules Parts 9505.0501 to 9505.0540, or a second surgical opinion as required under Minnesota Rules Part 9505.5035;
- Submitting a false or fraudulent application to become an IMCare network provider;
- Soliciting, charging, or receiving payments from IMCare enrollees or other non-medical assistance sources, in violation of 42 CFR § 447.15, or Minnesota Rules Part 9505.0225, for services for which a vendor or provider has received reimbursement from or should have been billed to IMCare.
- Payment by a vendor of program funds to another vendor whom the vendor knew or had reason to know was suspended or terminated from program participation;
- Repeatedly billing IMCare for health services after entering into an agreement with a third party payer to accept an amount in full satisfaction of the payer's liability;
- Repeatedly failing to comply with the requirements of the IMCare provider participation agreement that relate to the programs covered by Minnesota Rules Parts 9505.2160 to 9505. 2245 (surveillance and integrity review requirements);
- Failing to comply with the ownership and control information disclosure requirements of 42 CFR § 455;
- Billing for services that were provided to an enrollee without the request or consent of the enrollee, the enrollee's guardian, or the enrollee's responsible party;
- Billing for services that were outside of the vendor's license, or in the case of a vendor that is not required to hold a license, billing by a vendor for services that the vendor is not authorized to provide under applicable regulatory agency requirements; or
- Billing for services in a manner that circumvents program spenddown requirements.

Fraud is:

- An act which constitutes a crime against any program, or attempts or conspiracies to commit those crimes, including theft, perjury, aggravated forgery or forgery, and Medical Assistance fraud.
- Making a false statement, false claim, or false representation to program where the person knows or should reasonably know the statement, claim, or representation is false, including knowingly and willfully submitting false or fraudulent application for provider status.
- A felony listed in United States Code, title 42, section 1320a-7b(b)(3)(D), subject to any safe harbors established in Code of Federal Regulations, title 42, Part 1001, Section 952.

IMCare performs monthly claims audits, post utilization reviews, chart audits in conjunction with HEDIS, review of high dollar cases on a monthly basis, review of multiple ER visits within a quarter, focus audits (PCA, DME, etc.), and maintains a fraud hotline to report potential fraud, waste and abuse. IMCare follows up on all calls from enrollees regarding questionable services on DTRs and Prescription Drug EOBs. Employees are encouraged to report any suspected fraud to their immediate supervisor, the Director, or the Contract Compliance Officer. All information obtained regarding potential fraud, waste and/or abuse is forwarded to the Contract Compliance Officer for investigation and follow up. Caremark provides a list of excluded prescribers on a monthly basis, our credentialing process compares new and re-credentialing providers to the Administrative Services Agency SAM/EPLS and OIG Exclusion list on a monthly basis, PrimeWest Health queries the provider database from the claims system via StreamlineVerify and the Contract Compliance Officer queries IMCare managers and clinical staff via StreamlineVerify.

IMCare will investigate providers/vendors to monitor compliance with program requirements for the purposes of identifying fraud, theft, abuse, or error in administration of the programs. Among the activities that IMCare's investigation may include are:

- Examination of health service or financial records;
- Examination of equipment, materials, prescribed drugs, or other items used in or for a recipient's health service under a program;
- Examination of prescriptions for recipients;
- Interviews of related parties (recipients and their responsible relatives, providers and persons employed by or under contract to providers, etc.);
- Verification of the professional credentials of a provider/vendor, the provider/vendor's employees, and entities under contract with the provider/vendor to provide health services or maintain health service and financial records related to a program;
- Consultation with IMCare's peer review mechanisms; and
- Determination of whether a health service provided to a recipient meets the criteria.

After completing its investigation, IMCare must determine whether:

A. The provider/vendor is in compliance with the requirements of a program and program payments were properly made;
B. Insufficient evidence exists that fraud, theft, abuse, or error has occurred; or
C. The evidence of fraud, theft, abuse, or error supports administrative, civil, or criminal action.

After determining the extent of fraud, theft, abuse or error, IMCare will take one or more of the following actions:

1. Close the investigation when no further action is warranted;
2. Impose sanctions (restriction, suspension, termination);
3. Seek monetary recovery;
4. Implement a corrective action plan;
5. Refer the investigation to the appropriate state regulatory agency, peer review mechanism, or licensing board;

6. Refer the investigation to CMS, DHS SIRS Unit, and/or attorney general (Medicaid Fraud Control Unit) or, if appropriate, to a county attorney for possible civil or criminal legal action;
7. Issue a warning that states the practices are potentially in violation of program laws and regulations.

If sanctions are imposed, they become effective immediately (the date of restriction, suspension, or termination).

ITASCA MEDICAL CARE (IMCare)
POLICY AND PROCEDURE

Title: Non-Retaliation/Non-Retribution Policy	**Index:** 1.05 - Compliance
NCQA Standard #:	
Statute/CFR#:	
Effective Date: 01/01/2004	**Policy Number:** 1.05.14
Written by: Contract Compliance Officer	**Reviewed/Revised Date:** 06/16/2021
Attachments:	

POLICY:
IMCare is responsible for proper use of its resources. IMCare is committed to conducting its business in full compliance with the law and with its own policies and procedures. Such adherence strengthens and promotes ethical and fair practices and treatment of all employees of IMCare and those who conduct business with us. All employees and any other individuals holding a position of fiduciary duty with IMCare are obligated to perform these duties in compliance with all applicable laws and IMCare policies and procedures.

The purpose of this policy is to encourage and enable good-faith reports by IMCare employees of observed or suspected misconduct or non-compliance with law or IMCare policies and procedures without fear of retaliation or retribution.

Knowledge of suspicion of misconduct, violations of law, or other wrongdoing must be immediately reported to IMCare management, the Compliance Officer, or the Itasca County Fraud Prevention Hotline.

No employee is permitted to engage in retaliation, retribution, or any form of harassment against another employee for reporting compliance-related concerns.

Employees cannot exempt themselves from the consequences of wrongdoing by self-reporting, although self-reporting may be considered in determining the appropriate course of action.

Any employee who violates this policy will be subject to disciplinary action(s).

PROCEDURE:

All IMCare management will:

1. Maintain an open-door policy and assure their staff that the system truly encourages the reporting of problems and that there will be no retaliation, retribution, or harassment for doing so.

All IMCare employees will:

1. Report any concerns directly to the Compliance Officer if he/she believes that he/she has been subject to conduct in violation of this policy.

The IMCare Contract Compliance Officer will:

1. Begin investigations on all reported concerns of violation of this policy within 30 days.
2. Maintain confidentiality of employer concerns, as legal and practical.
3. Ensure that only personnel who have a need to know will be informed.

ITASCA MEDICAL CARE (IMCare)
POLICY AND PROCEDURE

Title: Reporting Non-compliance to Director	**Index:** 1.05 - Compliance
NCQA Standard #:	
Statute/CFR#:	
Effective Date: 01/01/2004	**Policy Number:** 1.05.15
Written by: Contract Compliance Officer	**Reviewed/Revised Date:** 06/16/2021
Attachments:	

POLICY:
The Contract Compliance Officer will notify the IMCare Director about all complaints and the results of all investigations. The Director, as senior executive, must be informed of all compliance efforts to ensure support for the program and to ensure that adequate measures are being taken to resolve compliance issues. The Contract Compliance Officer will inform the IMCare Director of the results of all audits for presentation to the IMCare Subcommittee of the Itasca County Board of Commissioners.

PROCEDURE:
The IMCare Contract Compliance Officer will:

1. Complete the investigation, and report directly to the Itasca County Board of Commissioners if there is evidence substantiating the complaint, if the complaint raises allegations of wrongdoing by the IMCare Director.
2. Immediately notify the IMCare Director upon receiving a compliance complaint. After formulating the initial investigation plan, the Contract Compliance Officer will discuss the plan with the IMCare Director.
3. Give the IMCare Director the results of quarterly compliance audits at least seven days prior to the meeting of the IMCare Subcommittee of the Itasca County Board of Commissioners, to ensure that she is aware of the audits and results and has the opportunity to request clarification, if necessary, prior to the meeting.

The IMCare Director will:

1. Decide whether to contact legal counsel regarding the matter, if the complaint is of a nature that raises the possibility of wrongdoing that poses immediate physical or financial harm.
2. Receive a copy of the final compliance report, which contains a summary of the investigation and its resolution. This copy should be treated as confidential and should be returned to the Contract Compliance Officer to be kept in confidential compliance files.

ITASCA MEDICAL CARE (IMCare)
POLICY AND PROCEDURE

Title: Response to Government Investigations	**Index:** 1.05 - Compliance
NCQA Standard #:	
Statute/CFR#:	
Effective Date: 01/01/2004	**Policy Number:** 1.05.16
Written by: Contract Compliance Officer	**Reviewed/Revised Date:** 06/16/2021
Attachments:	

POLICY:
Government investigators may arrive unannounced at IMCare or the homes of present or former employees and seek interviews and documentation. IMCare will cooperate with any appropriately authorized government investigation or audit; however, IMCare will assert all protections afforded it by law in any such investigation or audit. The purpose of this policy is to establish a mechanism for the orderly response to government investigations to enable IMCare to protect its interests as well as appropriately cooperate with the investigation.

PROCEDURE:

Request for Interview

IMCare staff members will:

1. When government investigators request an interview, there is no obligation to consent to an interview, although anyone may volunteer to do so. One may require that the interview be conducted during normal business hours, at IMCare or another location.
2. Always be polite and should obtain the following information:
    a. The name, agency affiliation, business telephone number, and address of all investigators;
    b. The reason for the visit.
3. Ask if there is a subpoena or warrant to be served, and request a copy of the subpoena or warrant, when the investigator arrives.
4. Stop the interview at any time, with a request that the investigator return when counsel can be present. IMCare will be represented by the Itasca County Attorney's Office or outside contracted counsel; staff members have the right to their own individual legal counsel. Local counsel should be present for interviews whenever possible.
5. Potentially choose not to respond to the investigator's questions. The investigator has the authority to subpoena the staff member to appear before a grand jury.
6. Immediately notify his or her supervisor when contacted by an investigator. Provide this individual with as much information and documentation about the investigation as is known. Ultimately the request should be reported to the Contract Compliance Officer.

ITASCA MEDICAL CARE (IMCare)
POLICY AND PROCEDURE

The Search

IMCare staff members will:

1. Request an investigator on IMCare's premises to wait until the Contract Compliance Officer, counsel, the IMCare Director, Quality Improvement/Utilization Management (QI/UM) Director, Claims Supervisor or Controller arrives.
2. Not alter, remove or destroy permanent documents or records of IMCare. All records are subject to state or nationally recognized retention guidelines and may be disposed of only in accordance with those guidelines. Once there has been notice of an investigation, the destruction portion of any policy on record retention is suspended.
3. Potentially refrain from speaking to the investigators. If the investigators present a search warrant or warrant, the investigators have the authority to enter private premises, search for evidence of criminal activity, and seize those documents listed in the warrant. No IMCare staff member has to speak to the investigators but must provide the documents requested in the warrant.
4. Request copies of the warrant and the affidavit providing reasons for issuance of the warrant.
5. Request an opportunity to consult with IMCare's counsel before the search commences. Provide counsel with a copy of the warrant immediately. If counsel can be reached by phone, put counsel directly in touch with the lead investigator.
6. Cooperate with the investigators, but do not consent to the search.
    a. The Contract Compliance Officer, IMCare Director, QI/UM Director, Claims Supervisor or Controller should instruct the lead investigator that:
        i. IMCare objects to the search;
        ii. The search is unjustified because IMCare is willing to voluntarily cooperate with the government; and
        iii. The search will violate the rights of IMCare and its employees.
    b. Under no circumstances should staff obstruct or interfere with the search. Although they should cooperate, an employee should clearly state that this does not constitute consent to the search.
    c. Whenever possible, keep track of all documents and what information the documents contain given to the investigators.

The Contract Compliance Officer, IMCare Director, QI/UM Director, Claims Supervisor or Controller will:

1. Contact the prosecutor immediately and request that the search be stopped if local counsel is not available. One can negotiate alternatives to the search and seizure, including provisions to ensure that all existing evidence will be preserved undisturbed. If the prosecutor refuses to stop the search, request agreement to delay the search to enable IMCare to obtain a hearing on the warrant.
2. Attempt to negotiate an acceptable methodology with the investigators to minimize disruptions and keep track of the process. Considerations include the sequence of the search; whether investigators are willing to accept copies in place of originals; and if so, who will make the copies and how; whether IMCare will be permitted to make its own set of copies; and arrangements for access to records seized.
3. Point out limitations on the premises to be searched and on the property to be seized.

   a. Avoid expansion beyond the proper scope of the search from confusion or overreaching.
   b. Never consent to an expansion of the search.
   c. Disputes regarding the scope must be brought to the attention of the prosecutor of the court to be settled. IMCare staff members should not prevent the investigators from searching areas they claim to have the right to search.
   d. Investigators generally have the right to seize evidence of crimes that is in their "plain view" during a search regardless of whether such evidence is described in the warrant.

4. Take steps to protect other IMCare staff members.
   a. IMCare should send all but essential personnel home or temporarily reassign them to other areas when a warrant is served.
   b. Selected employees should remain along with the Contract Compliance Officer, IMCare Director, QI/UM Director, Claims Supervisor or Controller and/or IMCare counsel to monitor the search.
   c. Investigators should never be left alone on IMCare's premises, and no employee should be left alone with the investigators.
5. Object to any search of privileged documents.
   a. If there is a possibility that the search will compromise privileged information, IMCare should object on that basis, and raise the issue with the court if necessary.
   b. Negotiate a methodology to protect the confidentiality of any privileged information pending a resolution of these objections. For example, segregate the privileged documents from other files, and investigators will not read the documents until the court has made a decision or the investigators will seize the documents, but place them unread in sealed envelopes until the matter is resolved.
6. Keep a record regarding the search.
   a. Ask investigators for proper identification, including their business cards.
   b. List the names and positions of all the investigators with the date and time.
   c. Verify the list with the lead agent and request he or she sign it.
   d. Monitor and record the way the search is conducted. Note in detail the precise areas and files searched, the time periods when each of them was searched, the way the search was conducted, the agents who participated, and which files were seized.
   e. Several individuals probably will be needed to monitor the different areas being searched simultaneously.
   f. If the monitor is ordered to leave, contact the lead investigator. A person should only be ordered to move if they are in the way, not to avoid being observed. Never provoke a confrontation with an agent.
7. If possible, do not release a document to the investigators unless it has been reviewed by counsel. This is not possible under a search warrant.
8. Keep all privileged and confidential documents separate and labeled accordingly. If seized, the documents should be protected from disclosure if labeled properly.
9. Make a record and copy of all records seized.
   a. If this is not possible, before the agents leave IMCare's premises, request an inventory of the documents seized.

b. Request the lead agent to note the date and time the search was completed as well as sign the inventory with the agent's full title, address and telephone number.
c. When documents are seized, the investigators are required to give the occupant a copy of the warrant.
d. Copies of the seized documents should be requested as well, especially medical records, as this is the most efficient way to inventory documents seized.
e. Create a parallel inventory of the documents seized.
f. Download copies of files from hard drives of computers, and copy diskettes, especially if the material is essential to the ongoing operations of IMCare.

10. Videotape the search, if possible.
    a. A videotape may provide evidence of undue disruption or misconduct on the part of the investigators.
    b. If the investigators claim the taping interferes with the search, the Contract Compliance Officer, IMCare Director, QI/UM, Claims Supervisor or Controller should make a record of the refusal. Do not persist if the agents have warned that they regard the taping as interference.

ITASCA MEDICAL CARE (IMCare)
POLICY AND PROCEDURE

Title: Response to Search Warrants	**Index:** 1.05 - Compliance
NCQA Standard #:	
Statute/CFR#:	
Effective Date: 01/01/2004	**Policy Number:** 1.05.17
Written by: Contract Compliance Officer	**Reviewed/Revised Date:** 06/16/2021
Attachments:	

POLICY:
In the event a search warrant is served on any employee or IMCare, we want to fully comply with the warrant and cooperate with the agents serving the warrant. We also want to exercise and preserve all our rights afforded by the search warrant process.

A search warrant is a written document giving legal authorization to specific law enforcement officers to search a specified area and to seize specific material. To be valid, a search warrant must:

1. Describe the material that can be seized and the places that may be searched.
2. Be signed by, or on behalf of, a judge or magistrate with jurisdiction over the area to be searched.

PROCEDURE:

1. If agents of the federal or state government present any employee with a search warrant seeking access to company material, cooperate with the agents and also immediately contact legal.
2. The highest-ranking employee within the department should become the contact person for the agents. When possible, non-essential employees should be sent home until the search is completed.
3. Ask for identification from the agent in charge of executing the warrant and ak for a copy of both the search warrant and the affidavit submitted to the court in order to obtain the warrant. Fax or send this information to legal as soon as possible.
4. Cooperate fully with the agents. It is critical that no employees interfere with the agents in any way during their search or prevent them from accessing anything listed in the search warrant. To do so could constitute obstruction of justice.
5. The contact person should accompany the agents during the search and take notes of what they take, what they look at, to whom they talk, and what questions they ask.
6. The agents may ask employees questions during the search. Agents may present themselves at the home of an employee. Employees have the right to either talk to the agents or not talk to them, except to the extent that it is necessary to talk to them to comply with the search warrant. Employees have the right to consult with counsel when making that decision and to have counsel present if they decide to talk to the agents.
7. The search warrant will include an attachment listing items that can be seized and places that may be searched. If the agents try to go into areas that are not listed in the warrant, ask them to wait until legal counsel arrives. If they refuse, do not interfere, but note

which agents went into areas not specified in the warrant, when this occurred, and whether they seized anything from the area.

8. Agents may take original documents. You should ask for a detailed inventory of the material the agents are taking. They are required to provide a receipt for the articles taken.
9. If the agent takes documents (including computer files), ask to make copies of those documents. They are not required to allow copies to be made and may refuse to do so.
10. If the agents are looking for a document housed in a place other than those specific places listed on the warrant, let the agent know we will comply once the search warrant has been updated. While you should not block access to any area, never give agents permission to search an area that is not listed on the warrant.

ITASCA MEDICAL CARE (IMCare)
POLICY AND PROCEDURE

Title: Training and Education	**Index:** 1.05 - Compliance
NCQA Standard #:	
Statute/CFR#:	
Effective Date: 01/01/2004	**Policy Number:** 1.05.18
Written by: Contract Compliance Officer	**Reviewed/Revised Date:** 06/16/2021
Attachments:	

POLICY:
An effective education program ensures communication and understanding of the Compliance Plan, as well as the standards and procedures to be followed. The intent of the education and training program is to instruct enrollees about the Compliance Plan and the standards of practice, particularly the laws governing managed care. Mandatory, on-going training and education is integral to a Compliance Plan.

1. Role of Contract Compliance Officer, Privacy and Security Officer: The Contract Compliance Officer, in conjunction with, when applicable, the County Privacy Officer, and County Security Officer shall be responsible for coordinating, developing, and implementing training and education policies, procedure, and programs to ensure appropriate education and training for all levels of staff and other applicable individuals.
2. Scope: The training and education program will focus on standards of practice created by the rules applying to managed care organizations as well as, ethics, patient privacy rights, information security practices and HIPAA requirements. The scope may be expanded to include additional standards created by laws and rules regulating the industry. These programs are directed to all employees and associated individuals.
3. Training and Education:
    a. Training will be conducted on identified issues and compliance issues designated by the Contract Compliance Officer, and County Privacy and County Security Officers.
    b. Training content will include:
        i. Identification and explanation of acceptable standards of practice as such standards are defined by regulation, the Centers for Medicare and Medicaid Services (CMS) interpretation, and/or any managed care specific guidelines;
        ii. Identification and explanation of unacceptable practices and improper activities;
        iii. Explanation of the legal penalties for improper activities and the institutional penalties for failure to comply, and
        iv. Explanation of the Compliance Plan, its elements, the auditing guidelines, Compliance Plan investigation protocols, and reporting procedures.
    c. Periodic compliance-related courses will be scheduled for employees who have completed the initial training courses.
    d. Periodic updates will be supplied to notify employees about the Compliance Plan, as well as important changes to policy, procedure or law.
    e. Methods of implementation:

i. In-service training;
ii. Live or video seminars;
iii. Computer-based training;
iv. Periodic electronic mail, newsletters, or other like means of communication.

f. Annual compliance training, as well as new employee training, is mandatory. The Contract Compliance Officer will certify completion of these training courses.
   i. Attendance list shall be maintained for each training and/or compliance-related course given.
   ii. Attendees are required to sign in and remain for the entire course. Computer-based training requires completion of an electronic attestation statement.
   iii. Signing the attendance list and taking course materials, without remaining for the course, are not considered attendance unless otherwise expressly stated on the course notice or materials.
   iv. Course completion/non-completion shall be reported to the Compliance Committee and the direct supervisor.

ITASCA MEDICAL CARE (IMCare)
POLICY AND PROCEDURE

Title: Fraud and Abuse Plan	**Index:** 1.05 - Compliance
NCQA Standard #:	
Statute/CFR#: 42 CFR § 438.604; 42 CFR § 455.1(a)(2); 42 CFR § 455.15(b); 42 CFR § 455.106; 42 CFR § 1001.1001; 42 CFR § 1001.1901; 42 CFR § 1002.3(b); MN Statutes § 363A.36; US Sentencing Guidelines – USSG § 8B2.1; Social Security Act of 1935, §§ 1128, 1128A, 1902(a)(68)(A); 18 USC § 874; 31 USC § 3801, et seq.; False Claims Act – 31 USC §§ 3729-3733; Fraud Enforcement & Recovery Act of 2009, Pub. L. 111-21, 123 Stat. 1617; Minnesota Rules 9505.2160 – 9505.2245	
Effective Date: 01/01/2006	**Policy Number:** 1.05.19
Written by: Contract Compliance Officer/Health Plan Compliance Coordinator	**Reviewed/Revised Date:** 04/20/21
Attachments:	

DEFINITIONS

Abuse (for Medicaid programs) means a pattern of practices that are inconsistent with sound fiscal, business or health service practices, and that result in unnecessary costs to the programs or in reimbursements for services that are not medically necessary or that fail to meet professionally recognized standards for health service.

The following practices are deemed to be abuse by a provider:

1) Submitting repeated claims, or causing claims to be submitted, from which required information is missing or incorrect;
2) Submitting repeated claims, or causing claims to be submitted, using procedure codes that overstate the level or amount of health service provided;
3) Submitting repeated claims, or causing claims to be submitted, for health services which are not reimbursable under the programs;
4) Submitting repeated claims, or causing claims to be submitted, for the same services provided to the same recipient;
5) Submitting repeated claims, or causing claims to be submitted, for health services that do not comply with part 9505.0210 and, if applicable, part 9505.0215;
6) Submitting repeated claims, or causing claims to be submitted, for health services that are not medically necessary;
7) Failing to develop and maintain health service records as required under part 9505.2175;
8) Failing to use generally accepting accounting principles or other accounting methods which relate entries on the recipient's health service record to corresponding entries on the billing invoice, unless another accounting method or principle is required by federal or state law or rule;
9) Failing to disclose or make available the recipient's health service records or the provider's financial records as required under part 9505.2185;
10) Repeatedly failing to properly report duplicate payments from third party payers for covered health services provided to a recipient under a program and billed to IMCare;
11) Failing to obtain information and assignment of benefits as specified in part 9505.0070, subpart 3, or to Medicare as required by part 9505.0440;

12) Failing to keep financial records as required under part 9505.2180;
13) Repeatedly submitting or causing false information to be submitted for the purpose of obtaining a service agreement, prior authorization, inpatient hospital admission certification under parts 9505.0501 to 9505.0540, or a second surgical opinion as required under part 9505.5035;
14) Submitting a false or fraudulent application for provider status;
15) Soliciting, charging, or receiving payments from recipients or nonmedical assistance sources in violation of Code of Federal Regulations, title 42, section 447.15, or part 9505.0225, for services for which the provider has received reimbursement from or should have billed the program;
16) Payment by a provider of program funds to another provider whom the provider knew or had reason to know was suspended or terminated from program participation;
17) Repeatedly billing a program for health services after entering into an agreement with a third-party payer to accept an amount in full satisfaction of the payer's liability;
18) Repeatedly failing to comply with the requirements of the provider participation agreement that relate to the programs covered by parts 9505.2160 to 9505.2245;
19) Failing to comply with the ownership and control information disclosure requirements of Code of Federal Regulations, title 42, section 455;
20) Billing for services that were provided to a recipient without the request or consent of the recipient, the recipient's guardian, or the recipient's responsible party;
21) Billing for services that were outside of the scope of the provider's license, or for services that a provider is not authorized to provide under applicable regulatory agency requirements;
22) Billing for services in a manner that circumvents the program's spenddown requirement.

The following practices are deemed to be abuse by a recipient:

1) Obtaining equipment, supplies, drugs, or health services that are in excess of program limitations or that are not medically necessary and that are paid for through a program;
2) Obtaining duplicate or comparable services for the same health condition from a multiple number of vendors, such as going to multiple pharmacies or physicians. Duplicate or comparable services do not include an additional opinion that is medically necessary for the diagnosis, evaluation or assessment of the recipient's condition or required under program rules, or a service provided by a school district as specified in the recipient's individualized education program under Minnesota Statutes, section 256B.0625, subdivision 26;
3) Continuing to engage in practices that are abusive of the program after receiving the department's written warning that the conduct must cease;
4) Altering or duplicating the medical identification card for the purpose of obtaining additional health services billed to the program or aiding another person to obtain such services;
5) Using a medical identification card that belongs to another person;
6) Using the medical identification card to assist an unauthorized individual in obtaining a health service for which a program is billed;
7) Duplicating or altering prescriptions;

8) Misrepresenting material facts as to physical symptoms for the purpose of obtaining equipment, supplies, health services, or drugs;
9) Furnishing incorrect eligibility status or information to a provider;
10) Furnishing false information to a provider in connecting with health services previously rendered to the recipient which were billed to a program.
11) Obtaining health services by false pretenses;
12) Repeatedly obtaining health services that are potentially harmful to the recipient;
13) Repeatedly obtaining emergency room health services for nonemergency care;
14) Repeatedly using medical transportation to obtain health services from providers located outside the local trade area when health services appropriate to the recipient's physical or mental health needs can be obtained inside the local trade area;
15) Repeatedly arranging for services and then canceling services in order to circumvent the spenddown requirement.

In addition, the following practices are deemed to be abuse by a recipient enrolled in the restricted recipient program:

1) Obtaining medical services from a physician without a referral from the recipient's designated primary care provider;
2) Obtaining emergency room services for nonemergency care;
3) Obtaining prescriptions from a pharmacy other than the designated pharmacy; or
4) Obtaining health services from a non-designated provider when the recipient has been required to designate a provider.

Abuse (for Medicare programs) includes actions that may, directly or indirectly, result in: unnecessary costs to the Medicare Program, improper payment, payment for services that fail to meet professionally recognized standards of care, or services that are medically unnecessary. Abuse involves payment for items or services when there is no legal entitlement to that payment and the provider has not knowingly and/or intentionally misrepresented facts to obtain payment. Abuse cannot be differentiated categorically from fraud, because the distinction between "fraud" and "abuse" depends on specific facts and circumstances, intent and prior knowledge, and available evidence, among other factors.

Fraud (for Medicaid programs) means:

1) Acts which constitute a crime against any program, or attempts or conspires to commit those crimes, including the following:
    a. Theft in violation of Minnesota Statutes, section 609.52;
    b. Perjury in violation of Minnesota Statutes, section 609.48;
    c. Aggravated forgery and forgery in violation of Minnesota Statutes, sections 609.625 and 609.63;
    d. Medical assistance fraud in violation of Minnesota Statutes, section 609.466; and
    e. Financial transaction card fraud in violation of Minnesota Statutes, section 609.821
2) Making a false statement, false claim, or false representation to a program where the person knows or should reasonably know the statement, claim, or representation is false,

including knowingly and willfully submitting a false or fraudulent application for provider status; and

3) A felony listed in United States Code, title 42, section 1320a-7b(b)(3)(D), subject to any safe harbors established in Code of Federal Regulations, title 42, section 952.

Fraud (for Medicare programs) is knowingly and willfully executing, or attempting to execute, a scheme or artifice to defraud any health care benefit program or to obtain (by means of false or fraudulent pretenses, representations, or promises) any of the money or property owned by, or under the custody or control of, any health care benefit program.

Improper Payment means any payment that should not have been made or was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. This includes, but is not limited to:

1) Any payment for an ineligible recipient;
2) Any duplicate payment;
3) Any payment for services not received;
4) Any payment incorrectly denied; and
5) Any payment that does not account for credits or applicable discounts.

Medically Necessary or Medical Necessity is a health services that is, pursuant to Minnesota Rules, Part 9505.0175 subp (25):

1) Consistent with the enrollee's diagnosis or condition;
2) Is recognized as the prevailing standard or current practice by the Provider's peer group; and
3) Is rendered:
    a. In response to a life threatening condition or pain; or
    b. To treat an injury, illness or infection; or
    c. To care for the mother and child through the maternity period; or
    d. To achieve a level of physical or mental function consistent with prevailing community standards for diagnosis or condition; or
    e. As a preventative health service defined under Minnesota Rules, Part 9505.0335.

Restricted recipient program means a program for recipients who have failed to comply with the requirements of the program. Placement in the restricted recipient program does not include long-term care facilities. Placement in the program means:

1) Requiring the recipient for a period of 24 or 36 months of eligibility to obtain health services from a designated primary care provider, hospital, pharmacy, or other designated health service provider located in the recipient's local trade area; or
2) Prohibiting the recipient from using the personal care assistant choice or consumer-directed services for a period of 24 months of eligibility.

Suspending participation or suspension means making a provider ineligible for reimbursement through program funds for a stated period of time.

Suspending payments means stopping any or all program payment for health services billed by a provider pending resolution of the matter in dispute between the provider and IMCare.

Termination participation or termination means making a vendor ineligible for reimbursement through program funds.

Waste means overutilization of services or other practices that, directly or indirectly, result in unnecessary costs to the health care system, including the Medicare and Medicaid programs. It is not generally considered to be caused by criminally negligent actions, but by the misuse of resources.

Withholding payments means reducing or adjusting the amounts paid to a provider to offset overpayments previously made to the provider.

POLICY:
All employees, agents or entities performing services on behalf of Itasca Medical Care (IMCare) must comply with fraud and abuse prevention and detection requirements.

Integrity Program
IMCare will have administrative and management arrangements or procedures, including a mandatory compliance plan and a Special Investigations Unit (SIU), whose responsibilities include the detection and investigation of fraud and abuse by its enrollees and providers, that are designed to guard against fraud, abuse, and improper payments.

All activities and corrective actions taken under the integrity program, will be documented. In addition, the Minnesota Department of Human Services (DHS) and other applicable regulatory agencies will be informed of the names of our integrity program officials.

A report will be submitted to DHS by April 30th of the current year, detailing the integrity program and include investigative activities, corrective actions, fraud, and abuse prevention efforts, and results consistent with DHS guidelines. The report details implementation of DHS Integrity Program requirements, and specifically describes the activities IMCare has undertaken to safeguard against fraud and abuse.

IMCare will establish and adhere to a process for reporting to the State, Medicaid Fraud Control Unit (MFCU), the State's Office of Inspector General (OIG)/Surveillance and Integrity Review Services (SIRS), Centers for Medicaid and Medicare Services (CMS), the OIG for the U.S. Department of Health and Human Services, and the appropriate law enforcement agency credible information of violations of law by the State, IMCare, Network Providers, subcontractors, or enrollees for a determination as to whether criminal, civil or administrative action may be appropriate. If IMCare has reason to believe that an enrollee has defrauded the program, IMCare will refer the case to an appropriate law enforcement agency as mandated in 42 CFR § 455.15(b).

A report that includes the name, specialty, address, and reason for adverse provider action of providers whose participation has been denied at enrollment, credentialing or recredentialing,

and provider whose active participation status IMCare has taken action to terminate or not renew during the previous month, will be submitted to the state monthly.

The Compliance Officer and Health Plan Compliance Coordinator (and others as deemed necessary) will meet with the State's SIRS periodically, when specifically requested by the State, to discuss IMCare's anti-fraud and abuse activities.

A breach of this policy may result in noncompliance with regulatory requirements and potential penalty to IMCare. IMCare will investigate alleged violations and take disciplinary action or other appropriate corrective action.

PROCEDURE:

IMCare's integrity program requirements include administrative and management procedures, including a board-approved compliance plan and Special Investigations Unit (Program Integrity Team) whose responsibilities include the detection and investigation of fraud and abuse by its enrollees and providers that are designed to guard against fraud, abuse and improper payments that are reviewed and updated, at least annually. The procedures of IMCare's Program Integrity Team relative to fraud, waste and abuse shall include the following elements:

1. Effective training and education for IMCare employees and partners, to enhance information sharing and referrals to the Compliance Officer or Compliance Coordinator regarding fraud, waste and abuse.
    a. New employee and annual compliance training and education is required for all employees and partners. IMCare maintains records of training and education of employees and partners and reports regularly to the Compliance Committee.
2. Maintaining open and effective lines of communication between the Contract Compliance Officer, Health Plan Compliance Coordinator, employees and partners concerning the reporting of fraud waste and abuse issues or incidents.
    a. Any employee who makes a good faith report of a known or suspected instance of wrongdoing will not be subject to disciplinary action or punished for making the report. IMCare also has an absolute policy against retaliation for bringing forward a good faith concern. Reports may be made in writing, in person, via telephone, or by mail or e-mail. Reports may also be made through the IMCare compliance hotline, or via the compliance-specific e-mail, and may remain anonymous.
3. Maintaining procedures for routine internal monitoring and auditing including pre-payment review of network providers and contracted services to detect fraud waste and abuse and improper payments.
    a. IMCare has multiple EDI edits in place to identify claims that have invalid or missing information. Claims are rejected at the clearinghouse level, so they do not require processor review.
    b. A function of the pre-payment process is to review monitoring workflows to help identify potential fraud, waste, and abuse. Identified issues are resolved prior to

the payment process. This may include provider outreach, potentially voiding or denying claims and/or a referral to the Compliance Coordinator.

4. Maintaining procedures for prompt response in detecting offenses, and for the development of corrective action initiatives. This includes provisions for identifying, investigating, and taking corrective action against fraudulent and abusive practices by providers, subcontractor, enrollees, IMCare employees, board members and partners.
    a. IMCare has established internal controls to ensure that potential fraudulent and abusive practices are identified and investigated in a timely manner. The Director approves all payments made by IMCare. The accountant and an outside firm regularly review revenues and expenses and watch for trends in each area. The Contract Compliance Officer monitors for potential conflicts of interest and any ownership or control interests that appear suspect.
    b. IMCare staff regularly discusses fraudulent, wasteful, and abusive activity and issues. New regulations are reviewed and discussed to determine how best to meet industry standards.
    c. IMCare maintains awareness of current efforts in the state to reduce fraud, waste and abuse.
    d. IMCare requires timely investigation of fraud, waste and abuse when detected, through resolution and reporting.
    e. A corrective action plan may be developed that includes, but is not limited to, training, policy revisions, operational changes and/or discipline.
5. Maintaining procedures for post payment edit and audits, including profiling provider services and enrollee utilization that identifies aberrant behavior and/or outliers.
    a. Claims data and certain utilization reports are reviewed to identify trends in costs and other possible anomalies. This information is also used to identify enrollees who may need case management or restriction.
    b. A variety of retrospective reviews are also utilized to detect potential fraud, waste and abuse.
        i. Data analysis, including both random and focused audits;
        ii. Complaints from enrollees, employers and others;
        iii. Third party review of claims and billing practices; and
        iv. Post-payment review edits – procedure to procedure, procedure to provider, procedure to gender, frequency to time, diagnosis to procedure and others.
6. Maintaining policies and procedures that safeguard against unnecessary or inappropriate use of services and against excess payments for services.
    a. IMCare employs a wide variety of procedures to address over- and under-utilization and overpayments.
    b. The Provider Advisory Committee and Quality Improvement/Utilization Management Committee reviews case management and utilization reports on a regular basis, monitors trends, and recommends action for areas of concern.
    c. IMCare also identifies persons for possible restriction in the Restricted Recipient Program (RRP) in an effort to ensure that enrollees are receiving services appropriately.

   d. IMCare and county staff are trained to identify and report enrollee communication that may be related to provider services that were perceived to be inappropriate or inadequate.
7. Maintaining policies and procedures that safeguard against failure by subcontractors or Participating Providers to render medically necessary items or services that are required to be provided to an enrollee covered under IMCare contracts.
   a. IMCare performs prior authorization reviews for the determination of medical necessity for services and drugs.
   b. IMCare's Quality Director and/or Pharmacy Director ensure that enrollees receive eligible services through delegated entities.
8. Maintaining a method to verify whether services paid for by IMCare were furnished to the enrollee as required in 42 CFR §455.1(a)(2). These methods are described in the Annual Integrity Program Report.
   a. Transportation – IMCare will query the claims system for transportation dates of service that match a medical/dental/chiropractic appointment for enrollees. A random review of claims will be done. If the random sample reveals a potential issue, and audit of services will occur. Findings will be brought to the Utilization Review Committee for recommended action. IMCare will monitor for patterns of issues, and the appropriate fraud and abuse actions will be initiated.
   b. Pharmaceutical – IMCare's contracted Pharmacy Benefit Manager (PBM) contracts with participating pharmacies which provides regular education as well as audits network pharmacies. Results of audits are provided to IMCare if compliance or fraud issues are discovered.
   c. Enrollee Surveys – IMCare will initiate enrollee surveys to be sent to a random selection of enrollees for which IMCare was billed for a DME or home care service (and other identified service issue areas). Survey questions will be included that ask the enrollee to confirm the equipment or home care service received as well as their satisfaction with the service/equipment. Returned surveys will be documented in a spreadsheet and analyzed to determine outliers. Appropriate fraud and abuse actions will be initiated, as necessary.
   d. SUD Treatment billing – IMCare identified through a claims analysis that there may be an issue with SUD providers billing mainly high and medium intensity rates. IMCare is currently reviewing an SUD provider and will request a random sample of treatment notes to review. We anticipate that there will be ongoing verification of these services/rates through 2021. Appropriate fraud and abuse actions will be initiated, as necessary.

The annual integrity report provided to DHS will:

1. Detail implementation processes, investigate activity, corrective actions, fraud and abuse prevention efforts, and results designed to meet the requirements of the DHS Contract.
2. The report must detail implementation of DHS requirements, and must specifically describe the activities it has undertaken to safeguard against Fraud and Abuse.
3. The report must describe the activities of the previous calendar year.
4. The report will provide the following summary information about reports of provider fraud and abuse of investigated by IMCare:

a. Direct methods and results for verification of services.
b. Description of pre-payment and post-payment edits used to identify potential fraud and abuse.
c. Number of reports, by provider type and by enrollees.
d. Number of opened cases, number of cases resolved, and number remaining open.
e. Number and types of penalties or sanctions imposed;
f. Dollar amounts recovered which had been paid on behalf of enrollees; and
g. Number of referrals to the Medicaid Fraud Control Unit (MFCU).

For reporting of credible information of violations of law by the State, IMCare, participating providers, subcontractors, or enrollees, IMCare will:

1. Have a process for reporting to the State, MFCU, CMS, National Benefit Integrity Medicare Drug Integrity Contractor (NBI MEDIC) and/or the OIG, for a determination as to whether criminal, civil, or administrative action may be appropriate.
    a. If IMCare has reason to believe that an enrollee has defrauded one of the programs, IMCare shall refer the case to the State, MFCU, CMS, NBI MEDIC and/or the OIG, and other appropriate law enforcement agencies, as necessary.
    b. IMCare investigates vendors or providers to monitor compliance with program requirements for the purposes of identifying fraud, abuse, theft or error in the administration of the programs.
    c. IMCare's fraud, waste and abuse investigations include but are not limited to the following:
        i. Contacting the person(s) making the fraud or abuse allegations, where appropriate;
        ii. Contacting appropriate agencies to assist in the investigation process;
        iii. Retrieving and comparing prescription drug records to claims where appropriate;
        iv. Contacting the credentialed/contracted provider at issue, where appropriate;
        v. Internal meeting(s) to discuss results, next steps.
    d. After completing of an investigation, IMCare determines whether:
        i. The vendor/provider is in compliance with the requirements of a program and program payments were properly made;
        ii. Insufficient evidence exists that fraud, abuse, theft, or error has occurred; or
        iii. The evidence of fraud, abuse, theft, or error supports administrative, civil or criminal action.
    e. Upon determination, IMCare takes one or more of the following actions:
        i. Close the investigation when no further action is warranted;
        ii. Impose administrative sanctions as appropriate – including suspension, termination, debarment, re-training, corrective action plans, lockouts;
        iii. Seek monetary recovery as appropriate;
        iv. Refer/report the investigation findings to the appropriate state and federal regulatory agency, peer review mechanism or licensing board;

v. Refer the investigation to law enforcement or other attorney for violation of program laws or regulation;
vi. Issue a warning letter to the enrollee;
vii. Issue a warning that states that practices are potentially in violation of program laws or regulation;
viii. Send a letter stating the review has been completed and indicating there were no findings; or
ix. Refer the investigation to another appropriate agency.

IMCare reports Adverse Actions:

1. The Provider Advisory Sub-committee may take adverse action while reviewing unclean credentialing and recredentialing files. Adverse actions are reported to the Compliance Officer.
2. IMCare receives referrals from DHS SIRS when an adverse action is taken against a provider at the state level. IMCare determines the action to be taken with the referral. If adverse action is needed all systems are updated accordingly. IMCare actions are reported back to SIRS on the response form.
3. IMCare receives referrals from Caremark when they have taken an adverse action against a pharmacy or pharmacist.
4. IMCare receives memos from CMS when they have taken an adverse action. IMCare determines the action to be taken with the referral. If adverse action is needed all systems are updated accordingly.
5. Report quarterly to the State the name, specialty, address, and reason for adverse action of Providers whose participation has been denied at enrollment, credentialing or re-credentialing, and providers whose active participation status IMCare has taken action to terminate or not renew during the previous quarter.

Upon request from the MFCU and other required agencies for administrative, financial medical or any other records that relate to the delivery of items or services under the contract, IMCare will:

1. Report to the State agency in writing any fraud that IMCare knows or has reason to believe has been committed by a provider, vendor, IMCare employee, subcontractor, or enrollee within 5 business days after IMCare learns of or has reason to believe that such fraud has been committed. IMCare will cooperate fully in any investigation of the fraud by the state and MFCU and in any subsequent legal action that may result from those investigations.
2. IMCare shall maintain a detailed log of all reports of provider and enrollee fraud and abuse investigated by IMCare or its subcontractors which shall be submitted to the State quarterly. The report includes investigations that are opened or closed in that quarter.
3. IMCare shall report in writing to the State any abusive billing by Providers that warrant investigation within 90 days of identification of the problem.

Except when IMCare has good cause, IMCare will:

1. Suspend all Medicaid payments to a Provider after the following:

   a. The State has notified IMCare that it has suspended all Medicaid payments to the provider based on determination there is credible allegation of Fraud against the provider for which an investigation of payments made under the Medicaid program is pending; or
   b. IMCare determines there is a credible allegation of fraud against the provider for which an investigation is pending under the Medicaid program.
2. Discontinue the temporary suspension of payments described above as after either of the following:
   a. The State or IMCare or the prosecuting authorities determine there is insufficient evidence of fraud by the provider and the State or IMCare has notified the other party of the lack of evidence; or
   b. Legal proceedings related to the provider's alleged fraud are completed.
3. Find good cause exists not to suspend payments, not to continue a payment suspension previously imposed, or suspend payment only in part if any of the provisions of 42 CFR § 455.23(e) or (f) are applicable. For purposes of implementing a good cause under this provision, "IMCare" determinations shall be substituted for "State" determinations. IMCare will notify the State in writing of the basis for any good cause determination to not suspend payments, not continue a payment suspension, or to suspend only part. Wherever an IMCare investigation leads to the initiation of a payment suspension by IMCare, IMCare shall notify the State within 24 hours after the imposition of the suspension. IMCare must make a written fraud referral to the state and MFCU no later than the next business day after the suspension is imposed.
4. Review all allegations, facts, and evidence carefully and act judiciously on a case-by-case basis, to determine whether there is a credible allegation of fraud. For purposes of a payment withholding, credible allegation of fraud means an allegation, which has been verified by the State or IMCare from any source, and which has indicia of reliability.

For any suspected fraud or patterns of abuse by its recipients, IMCare will report in writing via email to the state.

ITASCA MEDICAL CARE (IMCare)
POLICY AND PROCEDURE

Title: Exclusions and Convictions	**Index:** 1.05 - Compliance
NCQA Standard #:	
Statute/CFR#: 42 CFR Part 1001; 42 USC § 1320a-7; 42 USC § 1320a-7a; 42 USC 1396u-2 (Sec 4707 of the Balanced Budget Act of 1997); 42 CFR § 455.106	
Effective Date: 01/01/2006	**Policy Number:** 1.05.22
Written by: Compliance	**Reviewed/Revised Date:** 06/16/2021
Attachments:	

DEFENITIONS:

Convicted means that:

1) A judgement of conviction has been entered against an individual by a Federal, State or local court, regardless of whether:
    a. The judgement of conviction or other record relating to the criminal conduct has been expunged or otherwise removed;
    b. A Federal, State or local court has made a finding of guilt against an individual or entity;
    c. A Federal, State or local court has accepted a pleas of guilty by an individual or entity; or
    d. An individual or entity has entered into participation in a first defender, deferred adjudication or other program or arrangement where judgment of conviction has been withheld.

Immediate family member means a person's husband or wife; natural or adoptive parent; child or sibling; stepparent; stepchild; stepbrother or stepsister; father-, mother-, daughter-, son-, brother-, sister-in-law; grandparent or grandchild; or spouse of a grandparent or grandchild.

Incarceration means imprisonment or any type of confinement with or without supervised release, including, but not limited to, community confinement, house arrest or home detention.

Indirect ownership interest includes an ownership interest through any other entities that ultimately have an ownership interest in the entity in issue.

Managing employee means an individual (including a general manager, business manager, administrator or director) who exercises operational or managerial control over the entity or part thereof or directly or indirectly conducts the day-to-day operations of the entity or part thereof.

Member of Household means, with respect to a person, any individual with whom the person is sharing a common abode as part of a single-family unit, including domestic employees and others who live together as a family unit. A roomer or boarder is not considered a member of a household.

Ownership Interest means an interest in: (1) the capital, the stock or the profits of the entity; or (2) any mortgage, deed, trust or note, or other obligation secured in whole or in part by the property or assets of the entity.

Ownership or control interest means, with respect to an entity, a person who: (1) Has a direct or an indirect ownership interest (or any combination thereof) of five percent or more in the entity; (2) is the owner of a whole or part interest in any mortgage, deed of trust, note, or other obligation secured (in whole or in part) by the entity of any of the property assets thereof, if such interest is equal to or exceeds five percent of the total property and assets of the entity; (3) is an officer or a director of the entity; (4) is a partner in the entity if the entity is organized as a partnership; (5) is an agent of the entity; or (6) is a managing employee of the entity.

POLICY:
IMCare must ensure that items or services furnished, ordered, or prescribed by excluded individuals or entities are not paid for.

IMCare will not include a director, officer, partner or person with an ownership or control interest, nor subcontractor in its business entity who is excluded from participation in federal or state health care programs. This includes entities owned or controlled by a sanctioned person.

IMCare will not make an employment, consulting or other agreement with an individual or entity for the provision of items or services that are significant and material to IMCare's obligations where the individual or entity is excluded from participation in federal or state health care programs. Significant and material services include, but are not limited to health care, utilization review, medical social work, or administrative services.

IMCare will not have any agents, managing employees, or persons with an ownership or control interest who have been convicted of a criminal offense related to that person's involvement in any program under Medicare or Medicaid.

Amisys providers maintained by PrimeWest Health (PWH) are queried as they are added to the system and on a monthly basis by PrimeWest Health using StreamlineVerify. PWH notifies IMCare of any potential matches that need resolution or reporting.

Pharmacies and pharmacists maintained by CVS|Caremark are queried as they are added to the system and on a monthly basis by CVS|Caremark. CVS|Caremark notifies IMCare of any potential matches that need resolution or reporting.

IMCare will report to the State, within seven days of receipt of the following:
1) Any information regarding excluded or convicted individuals or entities, including agents, managing employees, or persons with an ownership or control interest; and
2) Any occurrence of an excluded, convicted, or unlicensed entity or individual who applies to participate as a provider.

IMCare will promptly notify the State of any administrative action it takes to limit participation of a provider in the Medicaid program.

PROCEDURE:

1. **The IMCare Medical Support Specialist responsible for credentialing/re-credentialing support will:**
   a. Query the necessary lists/databases for Medicaid/Medicare sanctions for initial credentialing applications for practitioners/organizations seeking participation, and applications for re-credentialing practitioners/organizations seeking ongoing participation (following credentialing P&P 1.08.07 Medicare/Medicaid Sanctions):
      i. National Practitioner Data Bank (NPDB)
      ii. Office of Inspector General (OIG) List of Excluded Individuals and Entities (LEIE) Database
      iii. Excluded Parties List System (EPLS)
      iv. Minnesota Medicaid Exclusions Lists
      v. Social Security Death Master File

2. **The IMCare Contract Compliance Officer will:**
   a. Collect disclosure of ownership and control interest from contractors and subcontractors at the time of contracting and re-contracting.
   b. Collect disclosure of ownership and control interest from managing employees and board members.
   c. Maintain a list for monthly querying provided to StreamlineVerify.
   d. Query StreamlineVerify to check for excluded individuals reported through disclosures.
   e. Resolve and address any potential matches.

3. **The Health Plan Compliance Coordinator will:**
   a. Investigate any potential exact matches to determine required action.
   b. Based on required action, notify appropriate parties of action (i.e.; Credentialing, Claims, Compliance).
   c. Track to ensure compliance with laws and regulations, and for reporting purposes.
   d. Notify the State within the required timeframes.

ITASCA MEDICAL CARE (IMCare)
POLICY AND PROCEDURE

Title: Conflict of Interest	**Index:** 1.05 - Compliance
NCQA Standard #: N/A	
Statute/CFR#: 42 CFR § 438.58 and 42 CFR § 421	
Effective Date: 03/03/2004	**Policy Number:** 1.05.31
Written by: Compliance	**Reviewed/Revised Date:** 06/16/2021
Attachments:	

DEFINTIONS:

Family Member: is a spouse, domestic partner, ancestors, parent, brothers and sisters, in-laws, children, grandchildren, great grandchildren and spouses of children, of a Responsible Person.

Financial Interest: a person has a financial interest if the person has directly or indirectly, through business, investment or family:

A. An ownership or investment interest in any entity that has a transaction or arrangement with IMCare; or
B. A compensation arrangement with IMCare or with any entity or individual that has a transaction or arrangement with IMCare; or
C. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual which is negotiating a transaction or arrangement with IMCare.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

Responsible Person: any person in a position to exercise substantial influence over the affairs of IMCare at any time during the five-year period **ending** on the date of the transaction. A responsible person includes a Family Member.

Substantial Influence: means having powers or responsibilities, or holding types of interests as found in people who serve on the governing body and who are entitle to vote, such as Itasca County Board members, chief executive officer, chief operation officers, treasurers and chief financial officers and persons with a material financial interest in IMCare.

POLICY:

This policy is designed to protect IMCare's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a responsible person of IMCare. IMCare must ensure compliance with Medicare and Medicaid regulations relative to Managed Care; help directors, officers and employees of IMCare identify situations that represent potential conflicts of interest; and provide IMCare with a procedure that, if observed, will allow a transaction to be treated as valid and binding even though a director, officer, or employee has or may have a conflict of interest with respect to the transaction. In the event that there is an inconsistency between the requirements and the procedures described herein and those in federal or state law, the law shall control.

The provision of this policy shall, in regard to any public officer, county official or deputy or clerk or employee of such official, be supplemented by the requirements and penalties of

Minnesota Statutes §§ 382.18, 471.87, and 471.88 to the extent that either this policy or the enumerated statutes restrict the conduct of an individual the most restrictive shall prevail.

PROCEDURE:

1. **The Responsible Person will:**
   a. Disclose the existence of a financial interest and all material facts to the County Board, treasurers and members of committees with Board delegated powers considering the proposed transaction or arrangement.
   b. Leave the board or committee meeting while the determination of conflict of interest is discussed after disclosure of the financial interest and all material facts, and after any discussion by the Board or committee members with the Responsible Person. The remaining Board or committee members shall decide if a conflict of interest exists.

2. **The Board or Committee will:**
   a. Appoint a disinterested person or committee to investigate alternative to the proposed transaction or arrangement, if appropriate.
   b. Determine whether IMCare can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest after discussion.
   c. Determine by a majority vote whether the transaction or arrangement is in IMCare's best interest and for its own benefit and whether the transaction is fair and reasonable to IMCare and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination, if a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest.
   d. Inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose if the Board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest.
   e. Take appropriate disciplinary and corrective action if, after hearing the response of the member and making such further investigation as may be warranted by the circumstances, and the Board or committee determines the member has failed to disclose an actual or possible conflict of interest.
   f. Ensure that a voting member on any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from IMCare is precluded from voting on matters pertaining to that member's compensation.
   g. Ensure that physicians who receive compensation, directly or indirectly, from IMCare whether as employees or independent contractors, are precluded from membership on any committee whose jurisdiction includes compensation matters. However, no physician, either individually or collectively, is prohibited from providing information to any committee regarding physician compensation.

3. **Each County Board member and principal officer, committee member, and employee of IMCare will:**
   a. Annually sign a statement (located at the end of this policy or via computer based training) that affirms such person:
      i. Received a copy of the Conflict of Interest Policy;
      ii. Read and understands the Policy;
      iii. Agreed to comply with the Policy; and
      iv. Understands IMCare is a governmental organization and in order to comply with statute must engage primarily in activities that accomplish it governmental purposes.

4. **The Board will:**
   a. Conduct periodic reviews to ensure that IMCare operates in a manner consistent with its governmental purposes and that it does not engage in activities that are not acknowledged by statute. The periodic review shall be conducted annually by the IMCare Contract Compliance Officer and, at minimum, include the following:
      i. Whether compensation arrangements and benefits are reasonable and are the result of arm's-length bargaining.
      ii. Whether acquisitions of physician practices and other provider services result in inurement or impermissible private benefit.
      iii. Whether partnership and joint venture arrangements and arrangements with management service organization and physician hospital organizations conform to written policies, are properly recorded, reflect reasonable payments for goods and services, further IMCare's governmental purposes and do not result in inurement or other impermissible private benefit.
      iv. Whether arrangements to provide health care and agreements with other health care providers, employees and third-party payers further IMCare's governmental purposes and do not result in inurement or impermissible private benefit.

ITASCA MEDICAL CARE (IMCare)
POLICY AND PROCEDURE

STATEMENT PERTAINING TO THE CONFLICT OF INTEREST POLICY

I have received a copy of the IMCare Conflict of Interest Policy. I have read and understand the Conflict of Interest Policy and, in signing this statement, I hereby agree to comply with the policy's literal expression and also with what I believe to be its intent. I understand IMCare is a governmental organization and that in order to maintain its nonprofit status it must engage primarily in activities that accomplish one or more of its governmental purposes.

I may have certain financial interests that may give rise to a conflict of interest or the appearance of a conflict of interest as set forth below. The nature of those financial interests, the specific transactions and arrangements with respect to which such conflict of interest or the appearance thereof may exist and the reasons why such financial interests may give rise to a conflict of interest or the appearance thereof are as follows:

_____

_____

_____

_____

(Please write "NONE" if applicable. Please attach additional sheets if more space is needed.)

I also certify if any possible transaction or arrangement is considered in the future about which I may have a conflict of interest or that has the appearance of creating a conflict of interest, I will promptly disclose the circumstances to the Board and to the members of any committees with Board-delegated powers considering the proposed transaction or arrangement and comply with the Conflict of Interest Policy in all regards with respect to such transaction or arrangement, including leaving any meeting during the discussion thereof and the vote thereon.

_____

Name (Printed or Typed)

_____

Signature

_____

Date

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 20, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1644

DEPARTMENT: Environmental Services
TIME REQUESTED: 20 Minutes
PRESENTER: Greg Stoltz

AGENDA ITEM:
County Clean-up Discussion

BOARD ACTION REQUESTED:
Open Discussions about County Clean-up.

BACKGROUND:
Itasca County Environmental Services Department (ESD) would like to have an open discussion with the County Board, as well as other departments, on ways to fund clean-ups around the county. These clean-ups include, but are not limited to, Public Health Nuisance, "Blight" issues, Illegal Garbage Dumping, Tax Forfeit Clean-ups, County Wide Roadside Clean-ups and possible support for local City & Township Clean-up events.

Currently each department funds the clean-ups that fall with-in there area. Examples: ESD; Order To Abates, Junk yards, Ditch Clean-ups, etc. Land Department; Tax Forfeit, County Land, Public landings, etc. HHS; Vulnerable Adult, Child Welfare, Unsafe Living Conditions, etc.
In many situations, these departments work together to get the problem cleaned-up by "pooling" their resources. This has been very productive in the past and should continue to be the "norm" moving forward.

The biggest problem each of the departments face is Funding. As we see an increase in the amount of clean-ups needing to be completed, we find ourselves needing to "pick & choose" what we can afford to complete.

In recent months, local communities and townships have inquired if Itasca County could help support "Community Clean-up Days" where the City, Township, Lake Association, or Small Community would put on a event in their area, and the County would help make it happen. The idea is, if we take the dumpsters to the garbage, the garbage will end up in the proper place.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Blackberry-1

2. Blackberry-2
3. Blackberry-3
4. Effie-1
5. Effie-10
6. Effie-11
7. Effie-12
8. Effie-13
9. Effie-14
10. Effie-15
11. Effie-2
12. Effie-3
13. Effie-4
14. Effie-5
15. Effie-6
16. Effie-7
17. Effie-8
18. Effie-9
19. Light Bulbs-1
20. Light Bulbs-2
21. Light Bulbs-3
22. Light Bulbs-4
23. Pengilly TF-1
24. Pengilly TF-10
25. Pengilly TF-11
26. Pengilly TF-12
27. Pengilly TF-13
28. Pengilly TF-2
29. Pengilly TF-3
30. Pengilly TF-4
31. Pengilly TF-5
32. Pengilly TF-6
33. Pengilly TF-7
34. Pengilly TF-8
35. Pengilly TF-9
36. Red Lake RD-1
37. Red Lake RD-10
38. Red Lake RD-11
39. Red Lake RD-12
40. Red Lake RD-2
41. Red Lake RD-3
42. Red Lake RD-4
43. Red Lake RD-5
44. Red Lake RD-6
45. Red Lake RD-7
46. Red Lake RD-8
47. Red Lake RD-9
48. River Road-1
49. River Road-10
50. River Road-11
51. County Clean-up Information

RESULT:	INFORMATIONAL - NO ACTION TAKEN




























SUPER GT SPORT






YAMAHA




OSRAM SYLVANIA INC
24616-1
13729
QUICK
OATS
CANS


HANDLE WI
GLAS
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OSRAM SYLVANIA INC.
Versailles, KY 40383
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BAD
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PM 1:25 MAY 22 2018

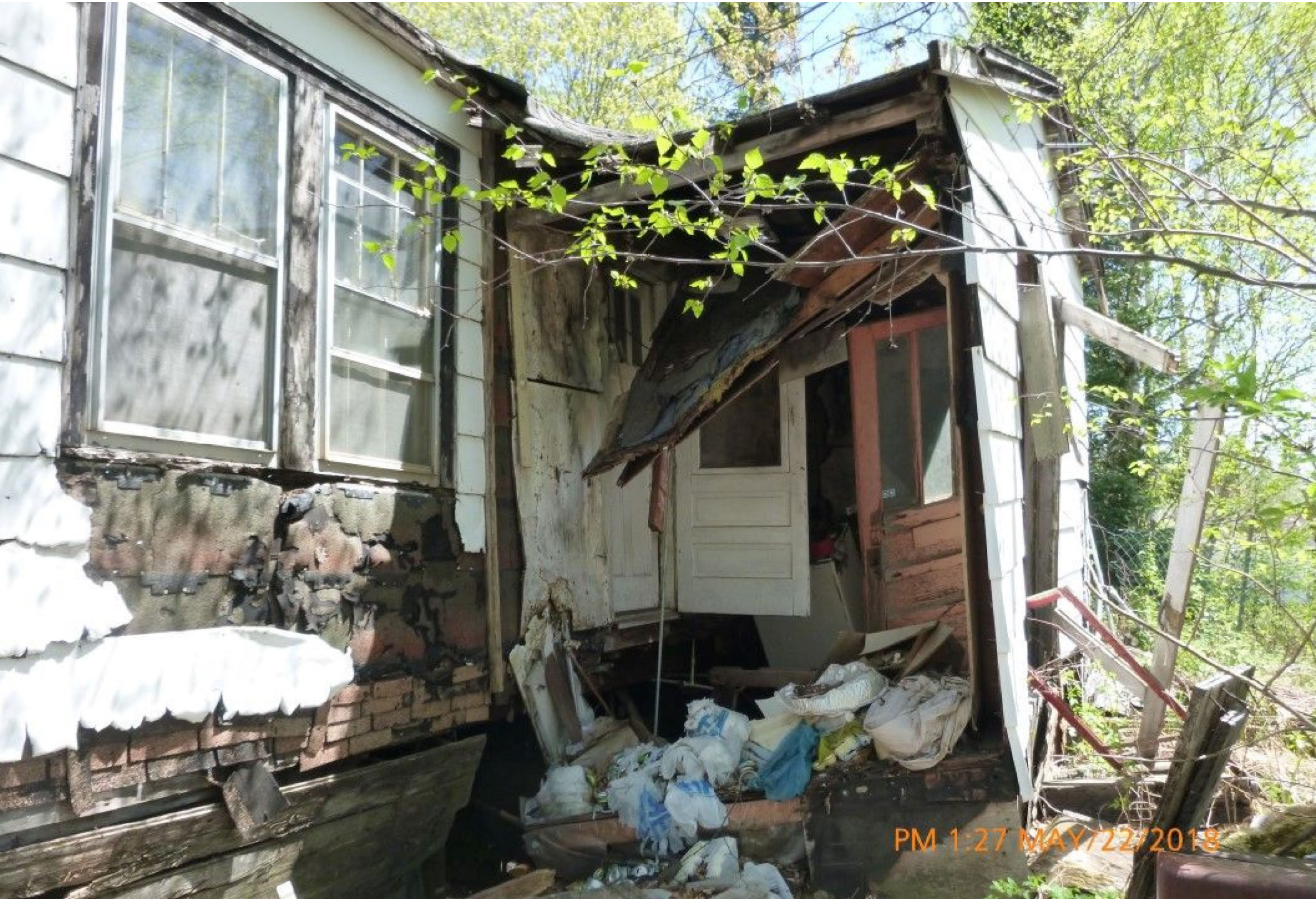

AM10:43 MAY/23/2018


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Organique
















825
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GIANT
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Public Nuisance Clean-Up Discussions
Itasca County Board of Commissioners

Problem Properties:

- *Order-To-Abate Properties:* Private Residents.
  - Complaints from Neighbors, Townships, HHS, Sheriff, Etc.
    - Could be Junk Yards, Garbage Piles/Burning,
    -
  -

- *Tax Forfeit Properties:* Properties that are forfeited back to the county.
  - Completed thru the Land Department with help from ESD.
    - Most likely costing the most due to MPCA Rules for the County.
      - Testing for asbestos, lead, mercury, pcb's.
    -

- *Roadside & County Land Clean-Ups:* (illegal dumping)
  - Multiple Departments, Cities, Townships, Groups
  -
  -

- *City/Community/Township Clean-Up Days:*
  - Days set aside for locals to get rid of trash/junk.
  - See Attached Email

Upcoming Clean-ups:

North of Nashwauk on 65: Burnt house (TF) estimated cost of clean-up $9000

Pengilly, Budrow Ave: 3 buildings (TF) estimated cost of clean-up $36,000

Roadside clean-up SE of Calumet (TF) estimated cost of clean-up $5000 - $7000

Questions:

- Do we want to invest Time & Money for Clean-ups within our County?
- How do we pay for the Clean-ups?
- Who directs how these funds should be spent?

Greg Stoltz

From: City of Calumet <citycalumet@mchsi.com>
Sent: Tuesday, June 22, 2021 2:49 PM
To: Greg Stoltz
Subject: Calumet Clean-up Days

CAUTION: This email originated from outside of the Itasca County email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Greg,

The City of Calumet was very pleased with the clean-up days program. It went well. Many residents were happy to have a place to bring their items to and asked if we were going to do this again next year. We are hoping to be able to provide this service to people each year. It should help with keeping garbage out of yards and ditches. We most likely would not have been able to do this without the county's help.
Thank you for all your help and I hope to work with you again next year.

April Serich
Calumet City Clerk
218-247-7542

Itasca County Blight Policy

WHEREAS, the County Board finds that there are public nuisances, hazardous buildings, junkyards and unsightly, unsafe and unhealthy conditions throughout the County, most of which come within the jurisdiction and authority of Itasca County officials, and

WHEREAS, the County has repeatedly failed to address these problems in an expeditious manner, and

WHEREAS, a clear statement of policy will assign to each county department its appropriate measure of authority and focus upon each department head, his or her responsibility to the Board, and

WHEREAS, the Board of Commissioners desires to establish a set of special administrative rules to address the problem commonly known as blight, bringing the problem to a focus under one responsible official:

NOW, THEREFORE, it is resolved that the following statement defining the problem, listing the remedies, delegating authority for action, and assigning responsibility to the various department heads shall be the policy of Itasca County until further resolution of the County Board:

I. BLIGHT: for the purposes of this policy statement, blight includes the conditions defined as junkyard in the zoning and solid waste ordinances; blight includes hazardous buildings within the meaning of M.S. & 463.15; it includes a public health nuisance within the definition of M.S. & 145A.02, Subd. 17; it includes misdemeanor public nuisances within the scope of M.S. & 609.745; and it includes unsafe or dilapidated buildings on tax forfeited land. This policy is also intended to cover unsafe or substandard conditions in dwelling houses, trailer courts and apartment buildings, if only to declare the absence of remedies available to the County in such situations.

II. REMEDIES:
   a. PROSECUTION: The Criminal Justice System can be used to stop a public nuisance, but experience shows that it is not a substitute for measures which focus on the condition itself rather than the punishment of the person responsible.
   b. PRIVATE ACTION: Citizen legal action is possible but will not contribute significantly to the abatement of blight conditions.
   c. CONDEMNATION: Condemnation can be done to eliminate hazardous buildings.
   d. PUBLIC HEALTH NUISANCES: Itasca County has retained the power of a Board of Health either through delegation (M.S. & 145A.07, Subd. 2) or as authorized by a joint power's agreement (M.S. & 145A.03, Subd. 2) and as such, may exercise the authority to abate public health nuisances contained in M.S. & 145A.04, Subd. 8, including particularly the power to seek injunctive relief (M.S. & 145A.04, Subd. 9). No special ordinance defining public health nuisance has been enacted as authorized by M.S. & 145A.05, Subd. 7, and none is planned.
   e. TAX FORFEITED LAND: The County Auditor may, with the cooperation of the County Board, demolish unsafe buildings (M.S. & 282.04, Subd. 2)
   f. TAX DELINQUENT LAND: There is no authority for the County Auditor to make repairs until the time for redemption of tax forfeited land has expired.

g. BUILDING CODES: The classical condition of poor housing is normally addressed by the Uniform Building Code which contains provisions regarding plumbing, electrical and construction in general

h. FIRE MARSHALL: The State Fire Marshall has authority to condemn certain buildings pursuant to M.S. & 299F.10.

i. SANITATION ORDINANCE: The Itasca County Sanitation Ordinance has application where privies or septic tanks are an aspect of a blight condition.

j. ZONING: One of the most powerful tools for abating public nuisances will be the "junkyard" provisions of the zoning and solid waste ordinances.

III. DELEGATION OF AUTHORITY

a. PROSECTUTION: This policy should not be construed to conflict with American Bar Association standards for the exercise of prosecutorial discretion. As a practical matter, criminal prosecution is not expected to be a frequent remedy for blight conditions.

b. PRIVATE ACTION: It is seldom economical for private citizens to bring legal action to abate a nuisance. The possibility of a private remedy does not, of itself, excuse or justify the rejection of remedies available to public officials.

c. CONDEMTATION: Itasca County does not have the power of cities and towns to condemn hazardous buildings, a power that is established under M.S. & 463.15. This statutory procedure is more effective and less expensive than remedies available to County officials in many cases. Cities and towns should be encouraged to use this authority, but where a city or town refuses to act, County officials are directed to take over using other remedies and county resources to do the investigation, legal proceedings, court work and clean-up. The Itasca County Board, by this policy, calls upon cities and towns to use their power under M.S. & 463.15.

d. PUBLIC HEALTH NUISANCE: The statutory authority available to the County providing as it does. Such cases will supplement zoning cases and at times be combined with zoning cases to achieve abatement of nuisances.

e. TAX FORFEITED LAND: There is a statutory proceeding available to the Itasca County Auditor for demolition or repair in some cases of structures on tax forfeited land (M.S. & 282.04). The Health Department shall require action through the Land Commissioner who will request County Board action. The Auditor is authorized to implement the power of the County to demolish buildings on tax forfeited land by administratively assigning this work to the Land Commissioner. Funding will be established as required by the County Board. NO demolition shall be done without first obtaining the County Board approval required by M.S. & 282.04, Subd. 2. These proceedings should be expedited. In the past, there has been delay while the I.R.R.R.B. was lined up to do the work. Abatement should not take more than six months from the initial report to the Health Department. The Land Commissioner is authorized, with the approval of the County Board and the Auditor, to contract for the demolition work if the I.R.R.R.B. will not be available within a reasonable time. Tax forfeited land shall be leased for the purpose of a single-family dwelling, trailer court or apartment house on a case by case basis. All request for leases will be dealt with by the Land Commissioner through County Board action. Without County Board action and upon the recommendation of the Land Commissioner, who will have an inventory of these properties, the head of the Health

Department may effectively request that the office of the County Attorney bring an action for unlawful detainer. The County Board finds that disallowing unauthorized occupation of forfeited land will accelerate the return of land to the tax roles and enhance the collection of taxes.

f. BUILDING CODES: Itasca County electors have formerly rejected the State Building Code except for the provisions regarding handicapped persons. Substandard housing conditions not amounting to a public health nuisance are generally beyond the authority of county officials except where the dwelling is situated on tax forfeited property.

g. FIRE MARSHALL: Condemnation by the Fire Marshall is not expected to play a significant role in the overall reduction of blight.

h. SANITATION ORDINANCE: Action under the Sanitation Ordinance may combine with the Health Department nuisance abatement proceedings or the Sanitation Ordinance may be enforced wholly within the Zoning Department. If a particular situation constitutes blight, it shall be administered according to eh protocols of this policy.

i. ZONING: All junkyard violations are blight and shall be administered according to the protocols of this policy.

IV. ACCOUNTABILITY: The Board is aware that particular cases will be reported in many different ways. There will be doubt regarding the application of this policy to particular cases. In many situations, problems will be amenable to remedies available to more than one department. It will therefore be expedient to set one department head in charge or blight abatement. The Health Department is deemed most appropriate for this responsibility because of the greater scope of the application of the law to public health nuisances. All cases will be reported to the Health Department which will keep a file available to County Commissioners recording progress. The Health Department head is hereby delegated authority to effectively requires investigation and reports from all county departments, and the Health Department head shall have authority to effectively request commencement of legal action by the office of the County Attorney. It shall be the responsibility of the Health Department head to maintain standards for reporting and investigation of blight conditions; and the Health Department head shall have the power to assign to the various departments the administrative role appropriate to each. Every case shall have a time for estimated completion. The legal description, ownership and tax status of the property in each case shall be documented. Standards for investigation must be made acceptable to the County Attorney who must decide whether a sound factual basis exists for legal action. Forms must be developed to standardize and unify the approach to blight problems generally. Forms which mark a special point preliminary to legal proceedings, such as a "Notice to Abate" must be approved by the County Attorney.

Within sixty days of the date of this policy, there shall be a report including an inventory of blight conditions. The purpose of the report will be to allow Board members to check on the progress of blight abatement in particular cases. The report should show what action has been taken and what is planned. It should show what department of county government is addressing the tasks and the estimated time for completion. This report shall be renewed every six months.

Civil actions to abate blight conditions may be commenced upon the authority of the head of the Health Department without preliminary approval of the County Board

V. SCOPE: The director of Public Health shall interpret this policy and rule upon its scope whenever there is a question as to whether a particular condition is blight.

Internal County Procedure Regarding Hazardous and Substandard Buildings

Itasca County Offices Involved: Auditor

Attorney

Zoning

Sheriff

Public Health

Land Department

I. Privately owned property with hazardous and substandard buildings (includes municipalities which do not have city building code or designated health officer)

Report to: Public Health Department or Zoning Office

Procedures: Which ever department gets the referral, the staff will report the referral to the other department.

a. Staff in Zoning will contact person making report to get background data.
b. Staff in Zoning will investigate legal description and tax status prior to site visit.
c. Staff in Zoning will make site visit to inspect site,
d. Designated Health Officer in Zoning will discuss the problem site with Designated Health Officer in Public Health Department.
e. If the Zoning staff considers this to be a public health nuisance, the Public Health Designated Health Officer will visit the site.
f. If the Zoning staff does not consider this a public health nuisance, but the area is an eyesore or an attractive nuisance, the Zoning staff will notify the property owner and give them 30 days to clean up the site. If the problem is a dilapidated building, the property owner may sign to have IRRRB demolish eh building. The County Auditor must also send a form to IRRRB, stating that the property has no value.
g. If the site is not cleaned within the 30 days, the Zoning Office will discuss the case with the County Attorney as to prosecution.
h. If the site is considered a public health nuisance by the Zoning staff and Public Health Designated Health Officer, the following action will be taken:
    1. The case will be discussed with eh County Attorney as to whether the case should be dealt with through the court system; or
    2. The Public Health Nuisance State Stat. 145.04 will be followed.

a. Contact property owner by registered or certified mail to correct the unsafe condition on the property, with a time limit to have property made safe, but not longer than ten (10) working days.
b. Revisit by Designated Health Officer to see if repair has been made at end of ten days.
c. If the property owner is unknown or absent and has no representative upon whom notice can be served, the Sheriff will post a written or printed notice on the property that the unsafe condition must be abated or removed in not more than ten (10) days.
d. If the property is not made safe in the stated period, Zoning will have the repairs made and abate the nuisance.
e. The cost of repairs will be added to the property tax bill, per State statute 145.04, Subd. 8.

II. Tax Delinquent Property (includes municipalities which do not have city building code or designated health officer)

Procedures: (Same as Private Property, with the following additions):

a. If the property is within one year of becoming tax forfeited, the matter will be reported to the Land Commission.

III. Tax Forfeited Property

Report to: Land Commission

Procedures:

a. Land Commissioner will investigate tax status with legal description in County Auditor's Office.
b. Land Commissioner will visit and inspect the site.
c. Land Commissioner will contact the person making the report to get background information.
d. Land Commissioner will either:

Contact reporting source to inform them this is not considered an unsafe property and send a letter to the reporting source and a copy to the County Board Chairman.

Or:

1. If the building is deemed hazardous due to the fact that it is open to trespass and has not been secured, the County Land Commissioner will have the welfare crew, or a private contractor secure the building.
2. Put the building on the IRRRB list for demolition, if within IRRRB service area. If outside the IRRRB service area, contract with private firm to demolish the building.

Summary of Itasca County's Blight Policy

The Itasca County Board of Commissioners adopted a Blight Policy for Itasca County on December 27, 1988. A summary of the policy is listed below:

The Blight Policy defines conditions such as junkyards, hazardous buildings, public health nuisances and unsafe or dilapidated buildings. It also covers unsafe or substandard conditions in dwelling houses, trailer courts and apartment buildings. There are many Minnesota State Statutes that cover blight, and these are outlined within the Policy. The Blight Policy delegates the authority and accountability of these problems to certain departments within the Courthouse. The Health Department is designated as the lead agency in dealing with these problems as they arise, in conjunction with the Zoning Office, Land Commission Office, Auditor's Office and Attorney's Office.

The Blight Policy can be reviewed in its entirety in the Itasca County Coordinator's Office, Courthouse, Grand Rapids, MN.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 20, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1666

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Bid Award for Bituminous Paving Contract 61614

BOARD ACTION REQUESTED:
Award Bituminous Paving Contract 61614 to the lowest responsible bidder, KGM Contractors, Inc., in the amount of $2,573,749.19 and authorize the required signatures on the contract documents.

BACKGROUND:
Contract 61614 includes the following projects:
SAP 031-680-005 CSAH 80 Marble - ADA Improvements and Bituminous Paving
SAP 031-616-014/SAP 031-682-004 CSAH 16/82 Keewatin - ADA Improvements and Bituminous Paving
SAP 031-684-003 CSAH 84 Calumet - ADA Improvements
CP 2021-06 County Road 561 - Bituminous Paving
CP 2021-11 County Road 433 - Bituminous Paving
KE21-02 City of Keewatin - This project is a City of Keewatin project. The City of Keewatin did not recommend awarding the project therefore it is removed from the Contract 61614 award and reduces the awarded bid amount by $114,222.50.

Bids were opened on July 8, 2021. Results are as follows.

Engineer's Estimate:	$2,537,156.60
KGM Contractors, Inc.	$2,687,971.69
TNT Construction Group, LLC	$2,844,000.00

Low Bid	$2,687,971.69
Remove Project KE21-02	($114,222.50)
Awarded Amount	$2,573,749.19

I am requesting Board action today.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives, Ben DeNucci

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 20, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1672

DEPARTMENT: Land Department
TIME REQUESTED: 5 Minutes
PRESENTER: Kory Cease

AGENDA ITEM:
2022 Upper Mississippi Basin LiDAR Acquisition

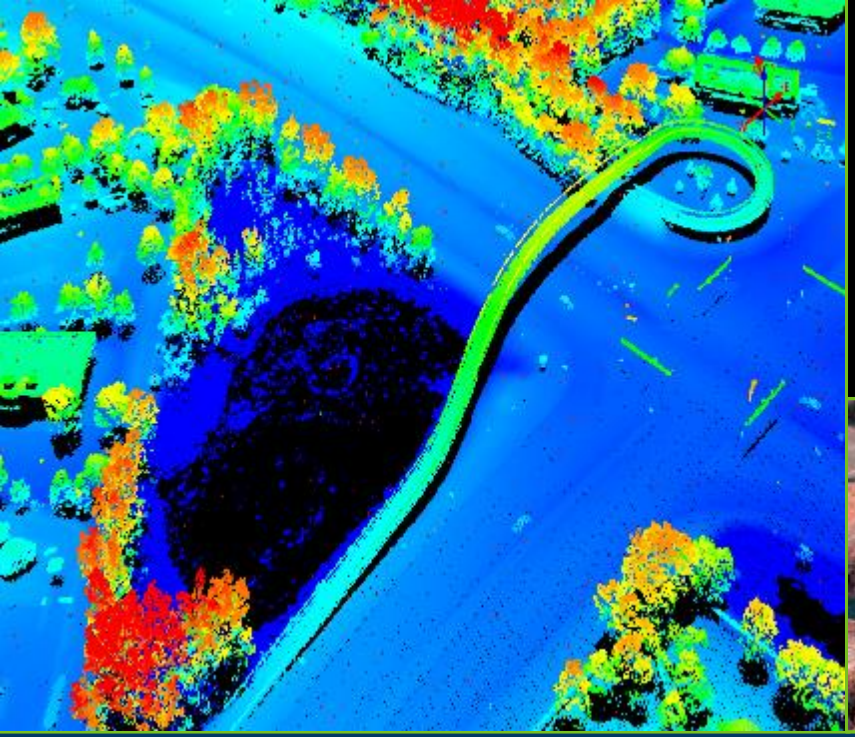
BOARD ACTION REQUESTED:
Present information on planned 2022 LiDAR acquisition for the Upper Mississippi River Basin area and the associated funding needs, informational only.

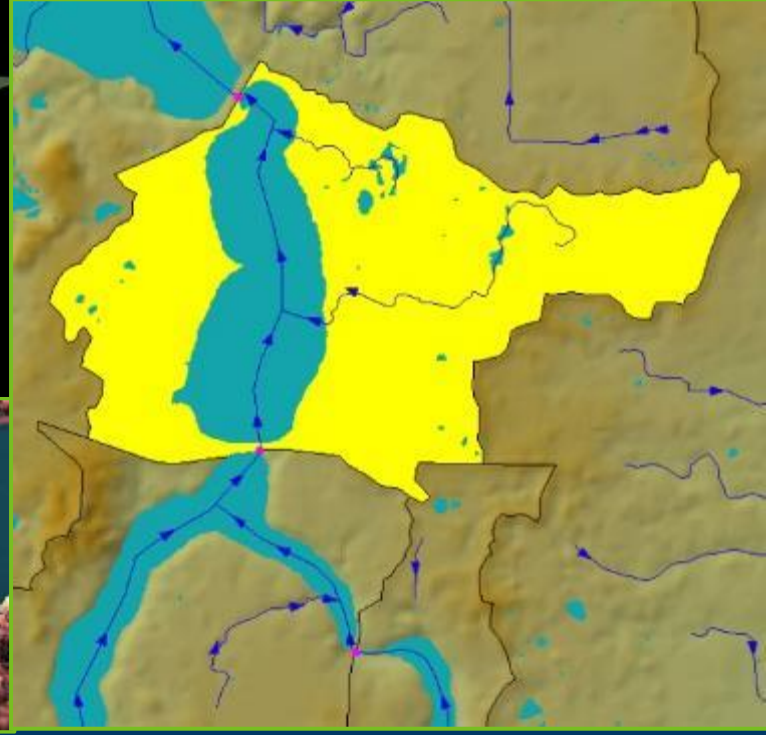
BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 3DGeo_2021_05_11_UpperMississippiLakesPRESENTATION

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**



3DGeo Stakeholder Coordination: MN Lidar Plan

Upper Mississippi / Lakes LAB - USGS 3DEP Grant Application Discussion

Tuesday, May 11, 2021 - 2:00 – 3:30

Presented by the Geospatial Advisory Council (GAC) - 3D Geomatics Committee's Data Acquisition Workgroup

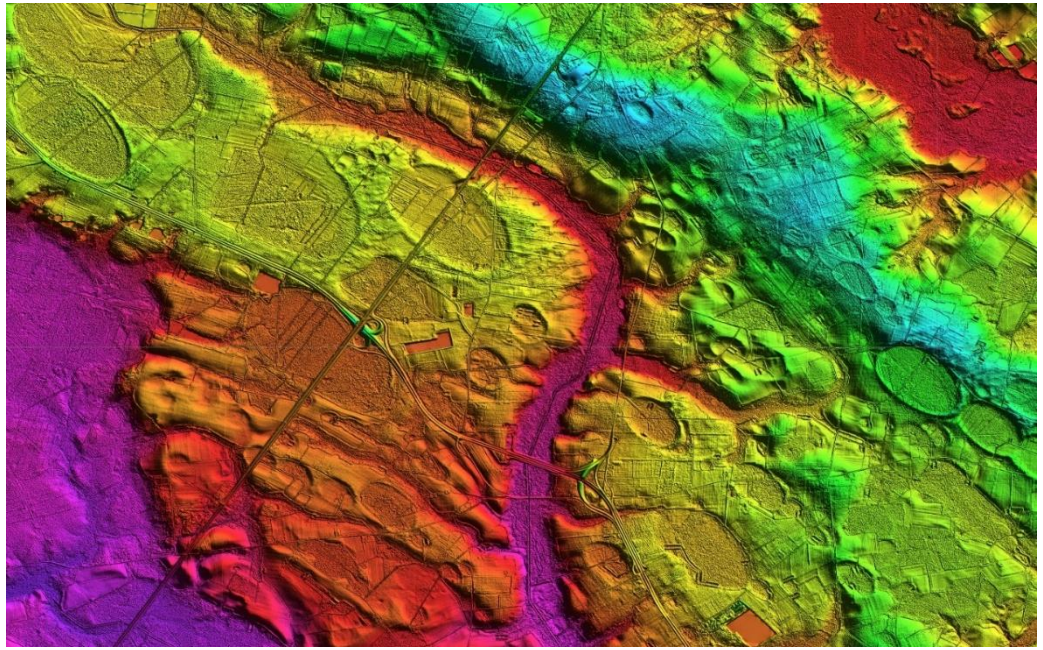
MINNESOTA GEOSPATIAL ADVISORY COUNCIL

Please stand by as other participants join,
we will get started soon.
Thank you

Welcome!

Thank you for joining us today

- We are excited to meet with you today to discuss lidar acquisition planning efforts in Minnesota.
- Members of the 3D Geomatics Committee Lidar Acquisition Workgroup will be introducing 3DGeo, sharing updates, and information about lidar collects for Minnesota.
- We welcome your input today and going forward.



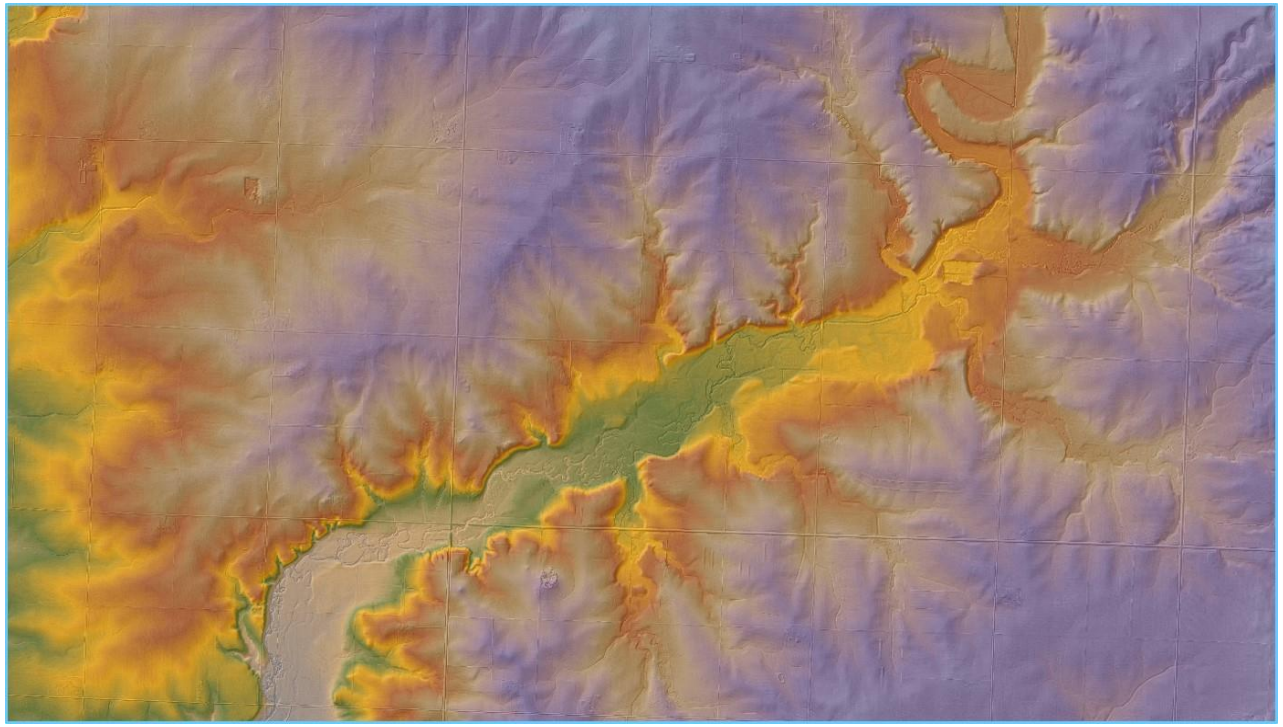
Meeting Housekeeping

- Please **mute** your microphone if you're not speaking
- A meeting recording and presentation slides will be shared after the meeting
- Type in questions into the **chat window**, and we'll address them during the Q&A section (not recorded)



Goals for today

- Who is 3D Geomatics (**3DGeo**)?
- What is the **Minnesota Lidar Plan**?
- What is the funding opportunity USGS 3D Elevation Program (**3DEP**)?
- Where are 3DEP **lidar acquisitions** going currently and planned?
- What are the **next steps**?



Background

- QL1 Lidar acquisitions are coordinated by the GAC's **3DGeo Committee**
- Minnesota's Lidar Plan divides up the state into **lidar acquisition areas** (LAA) based on political (county) and watershed boundaries
- **Grant funds** are available from USGS for lidar acquisition because there is a national need for a nationwide elevation layer
- 3DGeo is working to organize lidar acquisition so that Minnesota can take advantage of this **USGS federal funding opportunity**
- **Economies of scale** are achieved
  - The bigger the collection footprint to lower the cost



Coordinating Minnesota's Lidar Acquisition

Geospatial Advisory Council (GAC) - 3D Geomatics Committee

Geospatial Advisory Council

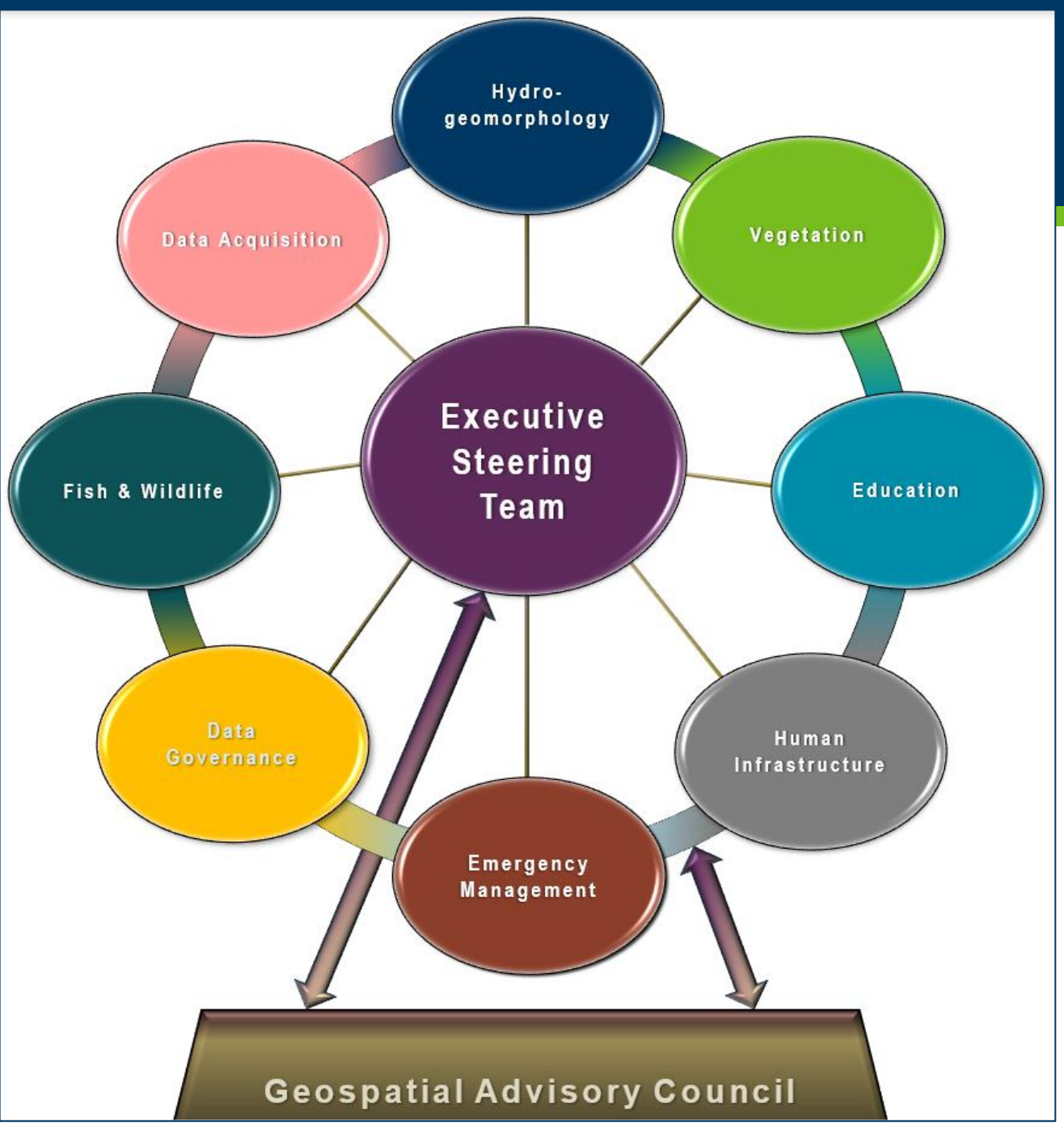
- The Minnesota ***Geospatial Advisory Council*** *(GAC)* is the coordinating body for the Minnesota geospatial community.
- **Cross-section of organizations** that include counties, cities, universities, business, nonprofit organizations, federal and state agencies, tribal government, and other stakeholder groups.

3D Geomatics Committee?

- The ***3D Geomatics Committee*** (3DGeo) is a committee under GAC that works to identify and promote the need for planning, funding, acquisition, and management of three-dimensional geomatic data and derived products.

MINNESOTA
GEOSPATIAL ADVISORY COUNCIL

GAC Rank	Project or Initiative Name
1	All public geospatial data in MN to be free and open to everyone
2	Updated and aligned boundary data from authoritative sources
3	The implementation of an archive for Minnesota geospatial data
4	Statewide publicly available parcel data
5	Improvements to the MnGeo Imagery Service, such as Web Mercator support, tiling, and complementary options such as "composite of latest leaf off imagery", and downloading options
6	Accurate hydro-DEMs (hDEM) that serve modern flood modeling and hydro-terrain analysis tools, and the development of more accurate watercourses and watersheds
7	Statewide publicly available road centerline data
8	New LiDAR data acquisition across Minnesota for use in developing new derived products guided by committee developed standards
9	An emergency management damage assessment data standard to provide an accepted specification to support a request for State or Federal assistance after a disaster
10	Statewide publicly available address points data
11	Maps, procedures, templates and other materials to help all levels of government implement the U.S. National Grid
12	A parks and trails data standard
13	A forum (committee, workgroup, etc.) for MN geospatial professionals to discuss and share best practices, standards, lessons learned, etc. for implementing and supporting the geospatial components of NG9-1-1



3DGeo Workgroups

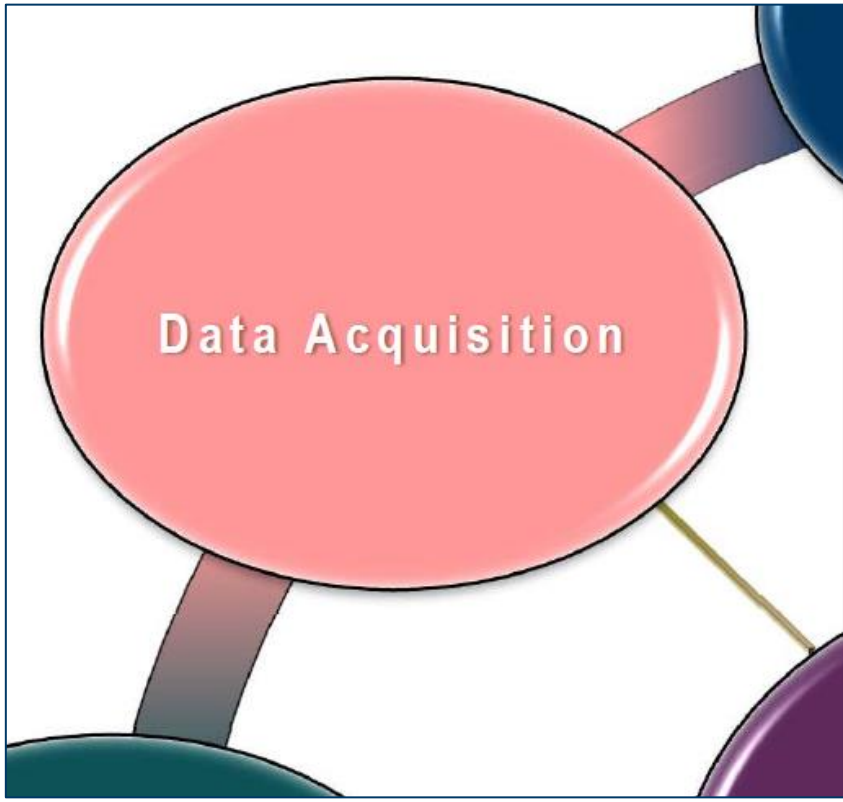
3DGeo Executive Steering Team

- Workgroups/Subgroups
  - Hydrogeomorphology
    1. Data Catalog
    2. Foundational Hydrography Data Stewards
    3. DEM Hydro-modification
  - Vegetation
  - Education
  - Human Infrastructure
  - Data Acquisition

3DGeo - Data Acquisition Workgroup

Mission:

- The Data Acquisition Workgroup promotes procurement of foundational 3D data for Minnesota.



Co-Chairs

- Sean Vaughn, Alison Slaats, and Gerry Sjerven

Lidar Acquisition Subgroup:

- Alison Slaats (MnGeo), Sean Vaughn (MNIT DNR), Gerry Sjerven (MN Power), Dan Ross (MnGeo), Jennifer Corcoran (DNR), Colin Lee (MnDOT), Matt Baltes (NRCS), Joel Nelson (U of MN), Joe Sapletal (Dakota Co), Mark Reineke (Widseth), and Brandon Krumwiede (NOAA), Jeff Weiss (DNR).

What is lidar?

Lidar stands for light detection and ranging

- It is a **mapping technology** that uses a **pulsed laser** to measure the time it takes for emitted light to travel from a sensor to the ground or other objects and back.
- The sensor can **pulse** a laser beam hundreds of thousands of times per second
- Millions of returns ("**points**") are captured, resulting in a "point cloud" of three-dimensional measurements.

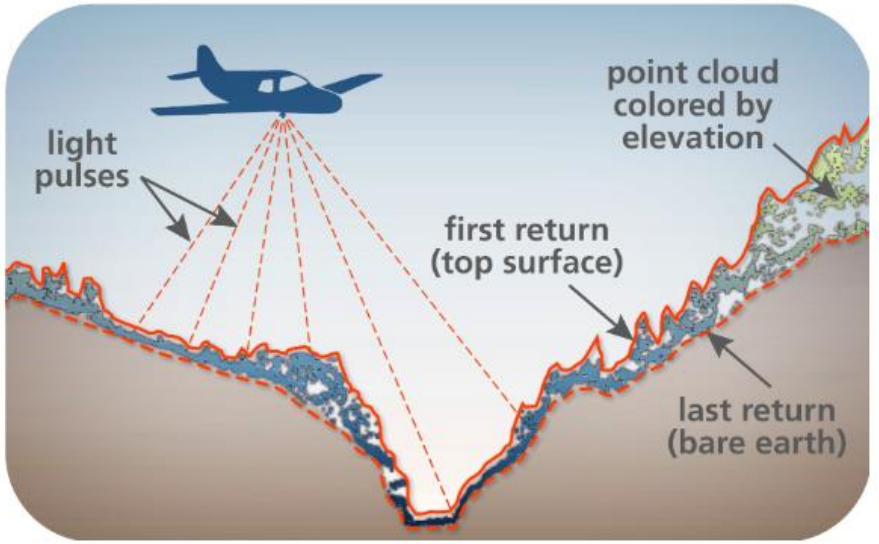
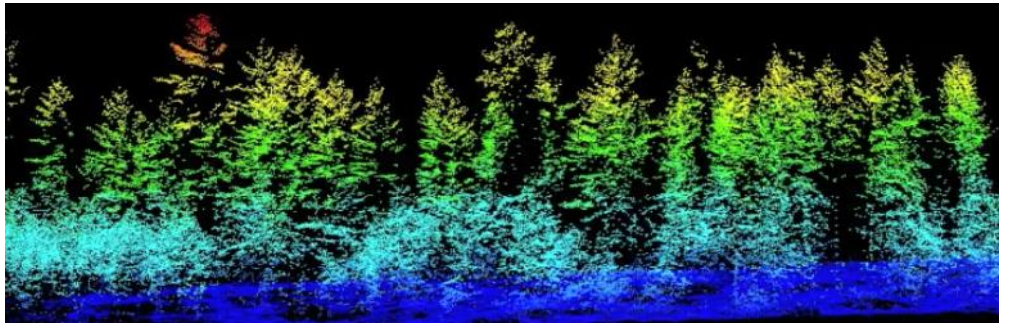
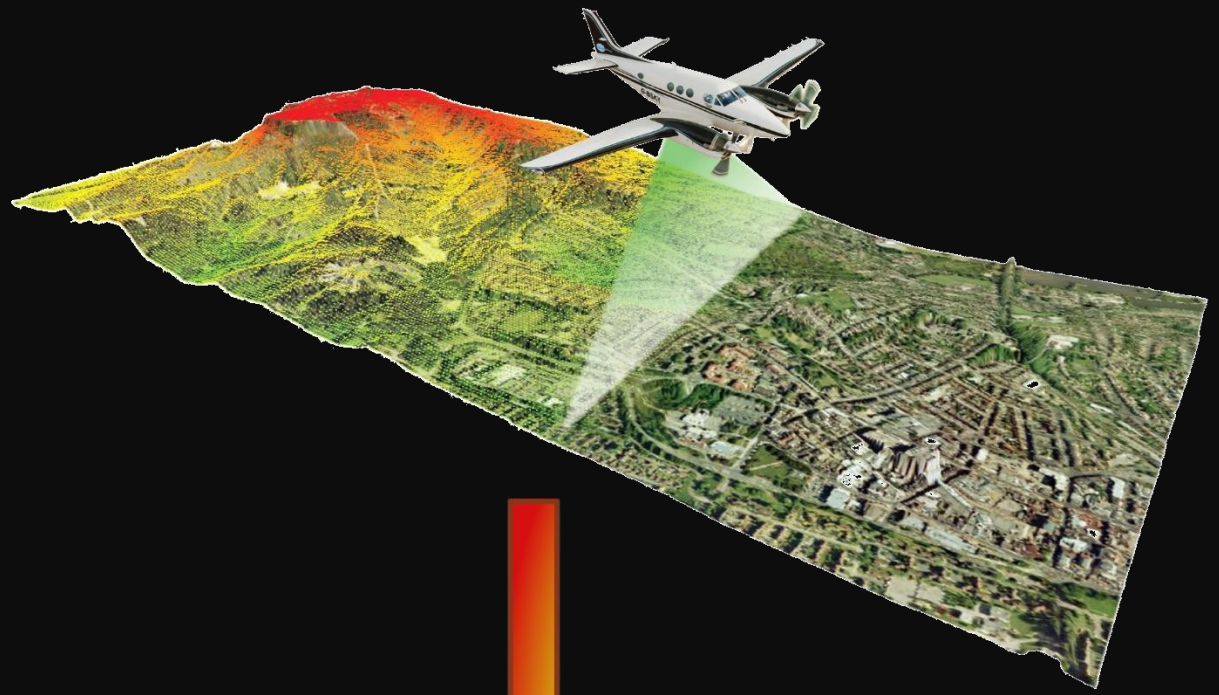


Image from the Washington Geological Survey



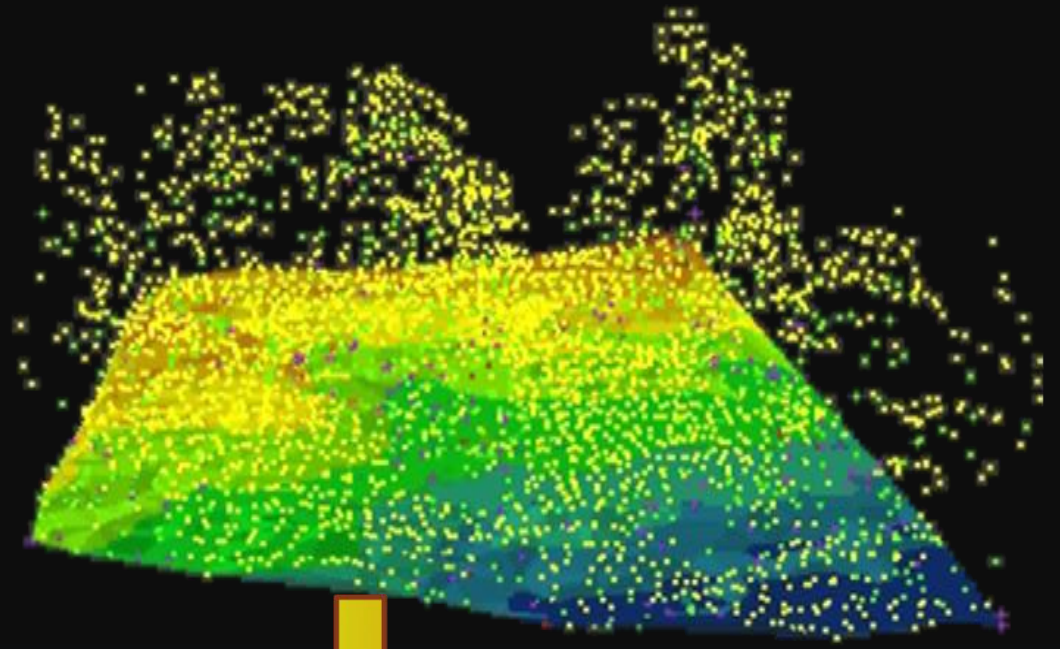
Lidar Acquisition → Point Cloud

Lidar Acquisition



Lidar Point Cloud

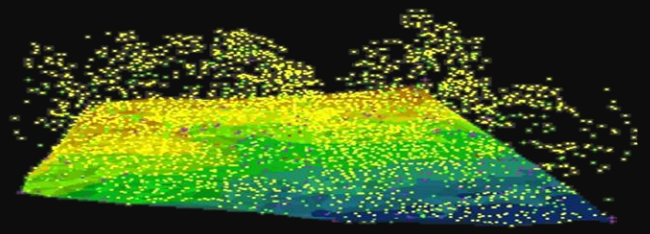
3D Rendition of Natural
and Built Environments



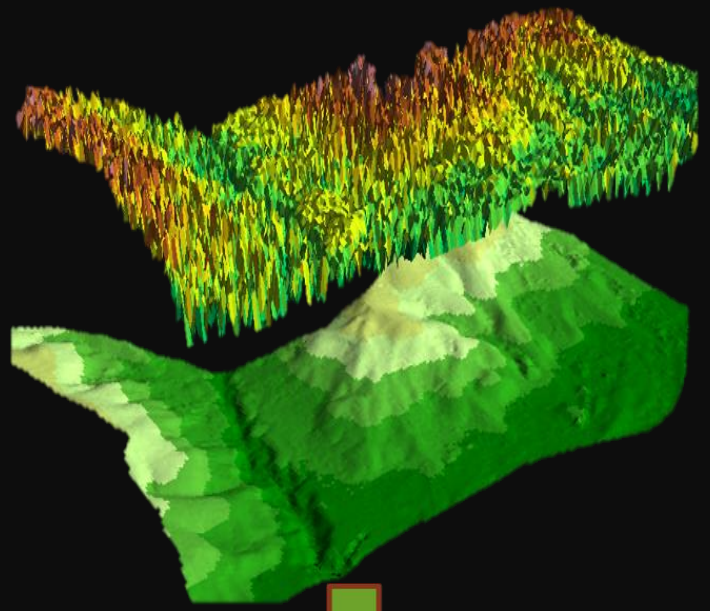
Lidar Classification

Painting the Lidar Point Cloud
Elevation Values

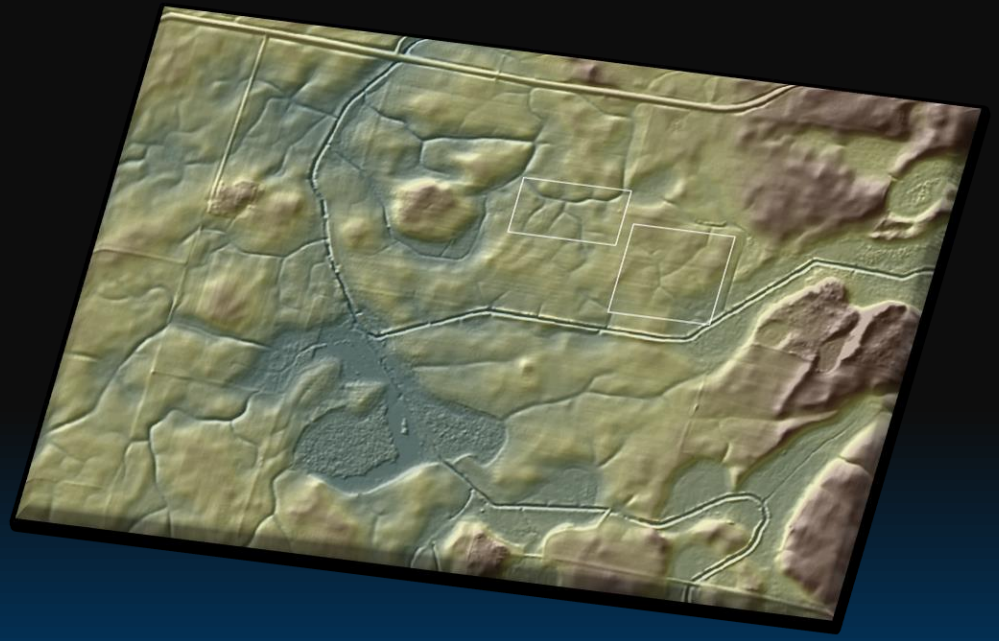
- Point Cloud Classification – Feature Identification and Separation of Data for Sector Application



Lidar 3D Point Cloud

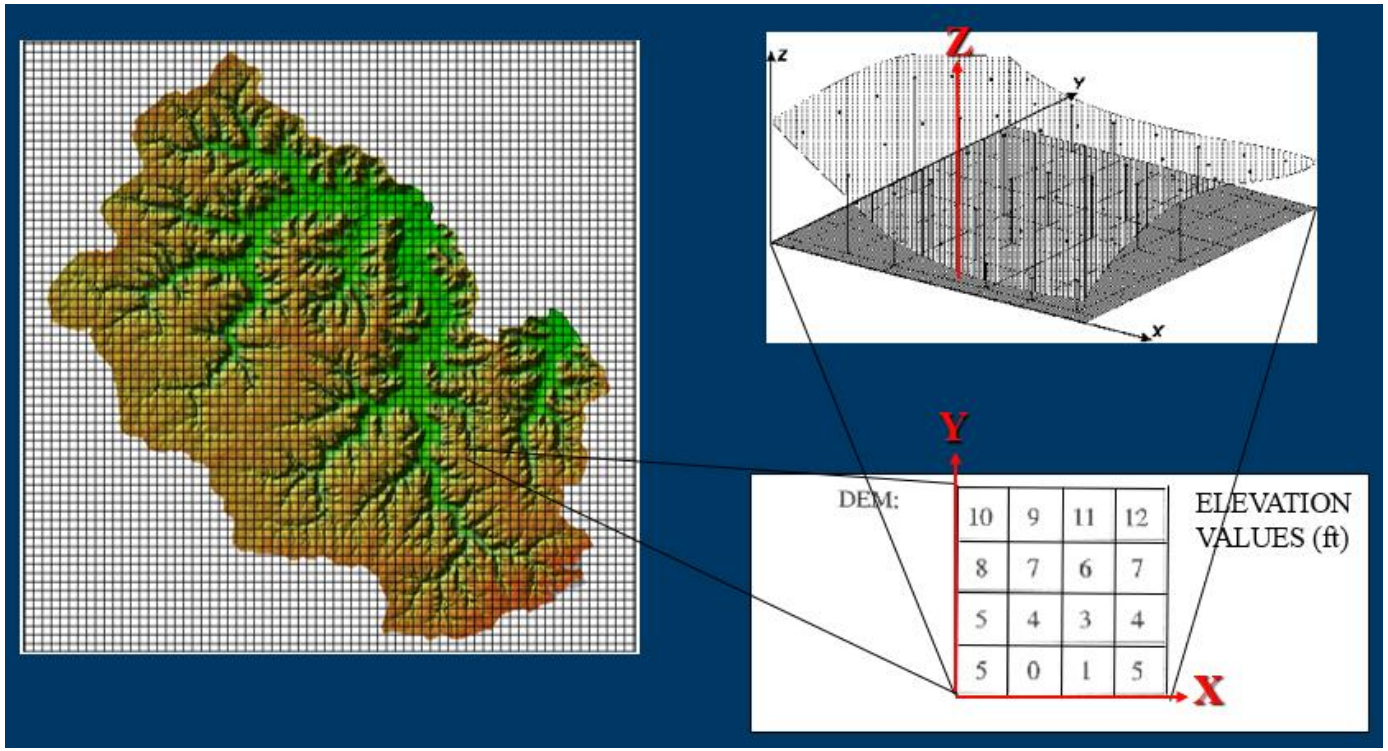


LiDAR-derived 3D Digital Elevation Model (DEM)



What is a DEM?

- **DEM** stands for digital elevation model
- A **digital representation** of the land surface.
- The DEM is a **derived product**
  - Represented as a gridded tessellation of the landscape built from Lidar-derived points with **elevation values** (Z).



What is Lidar?

To Some Lidar Is:

- A 3D Point Cloud

To Some:

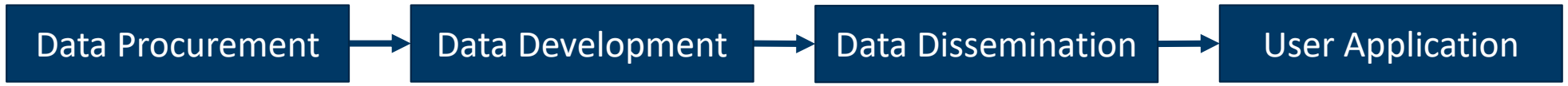
- 2-ft Contours
- Digital Elevation Model (DEM)

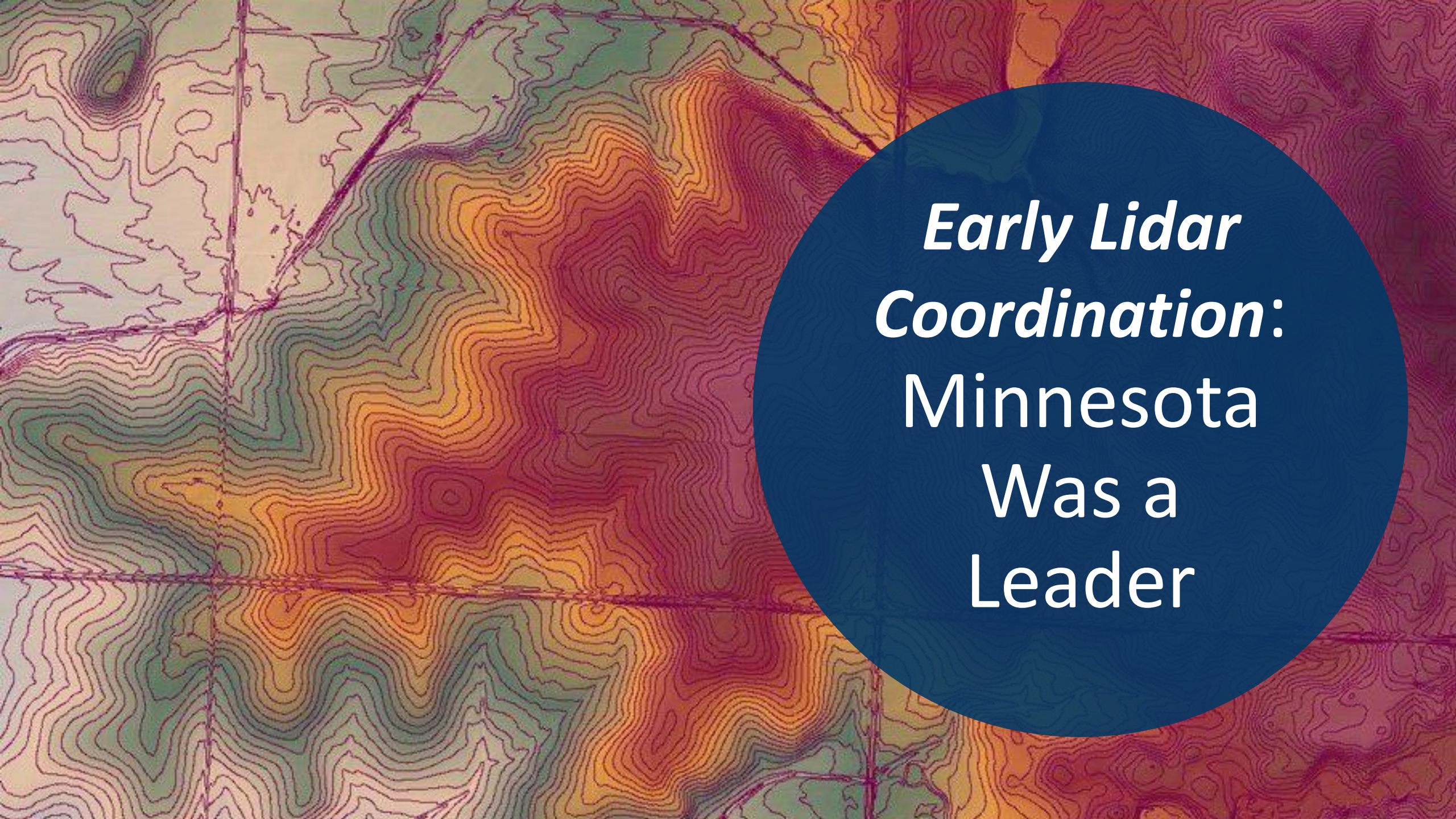
Note: The two most downloaded authoritative lidar-derived products from MnTOPO are the 2-ft Contours and the DEM.

To Some:

- Hydro-modified DEM & Hydrography
- 1-ft contour Dataset
- Vegetation and Buildings
- Intensity Imagery
- Digital Surface Model (DSM)
- And Many other products

Regardless what lidar is to you and your business needs, “lidar” begins with **collection of the lidar data** as part of a data procurement project within a 3D Geomatics lidar acquisition area.




Early Lidar Coordination: Minnesota Was a Leader

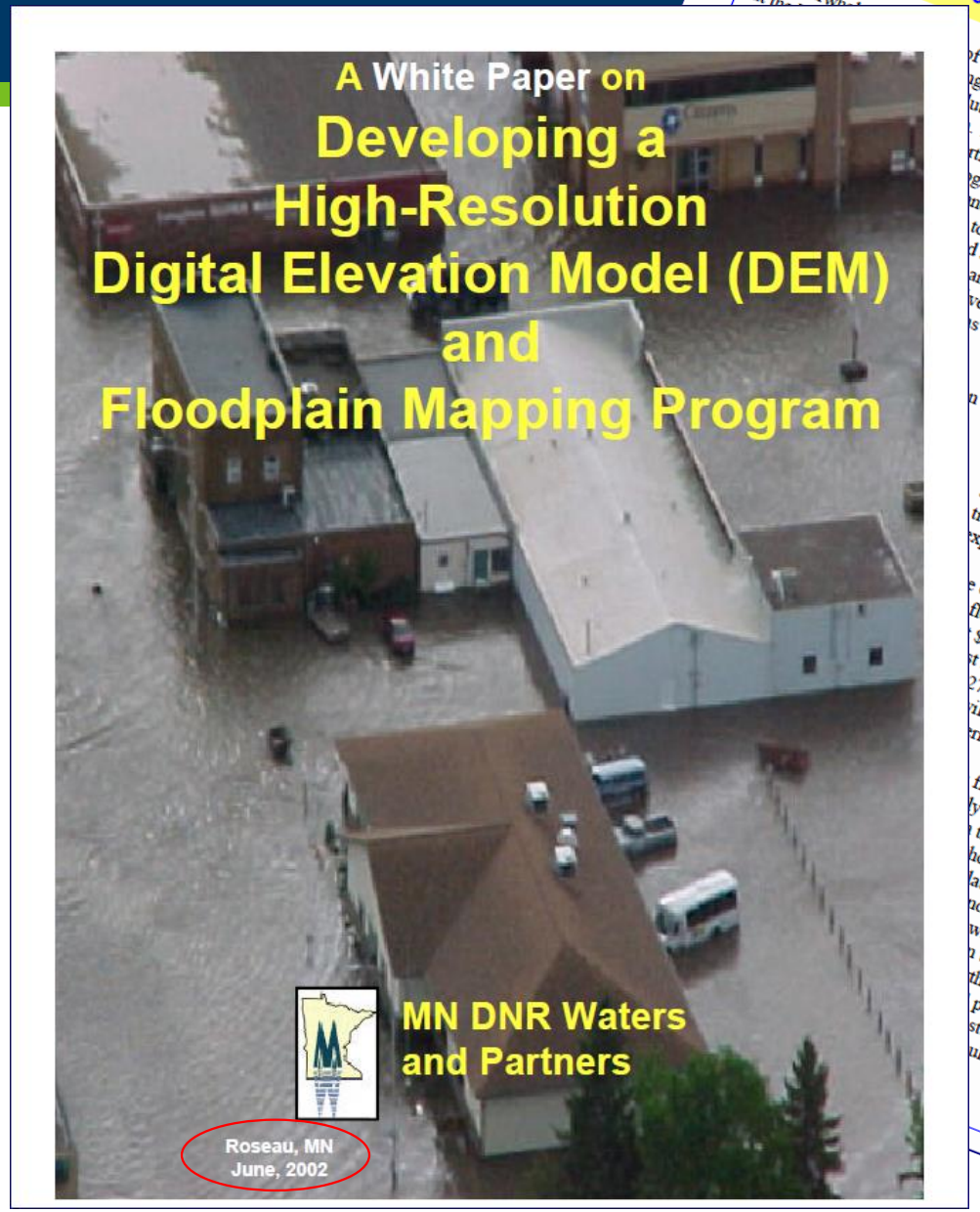
DNR's First White Paper for a Lidar-derived DEM

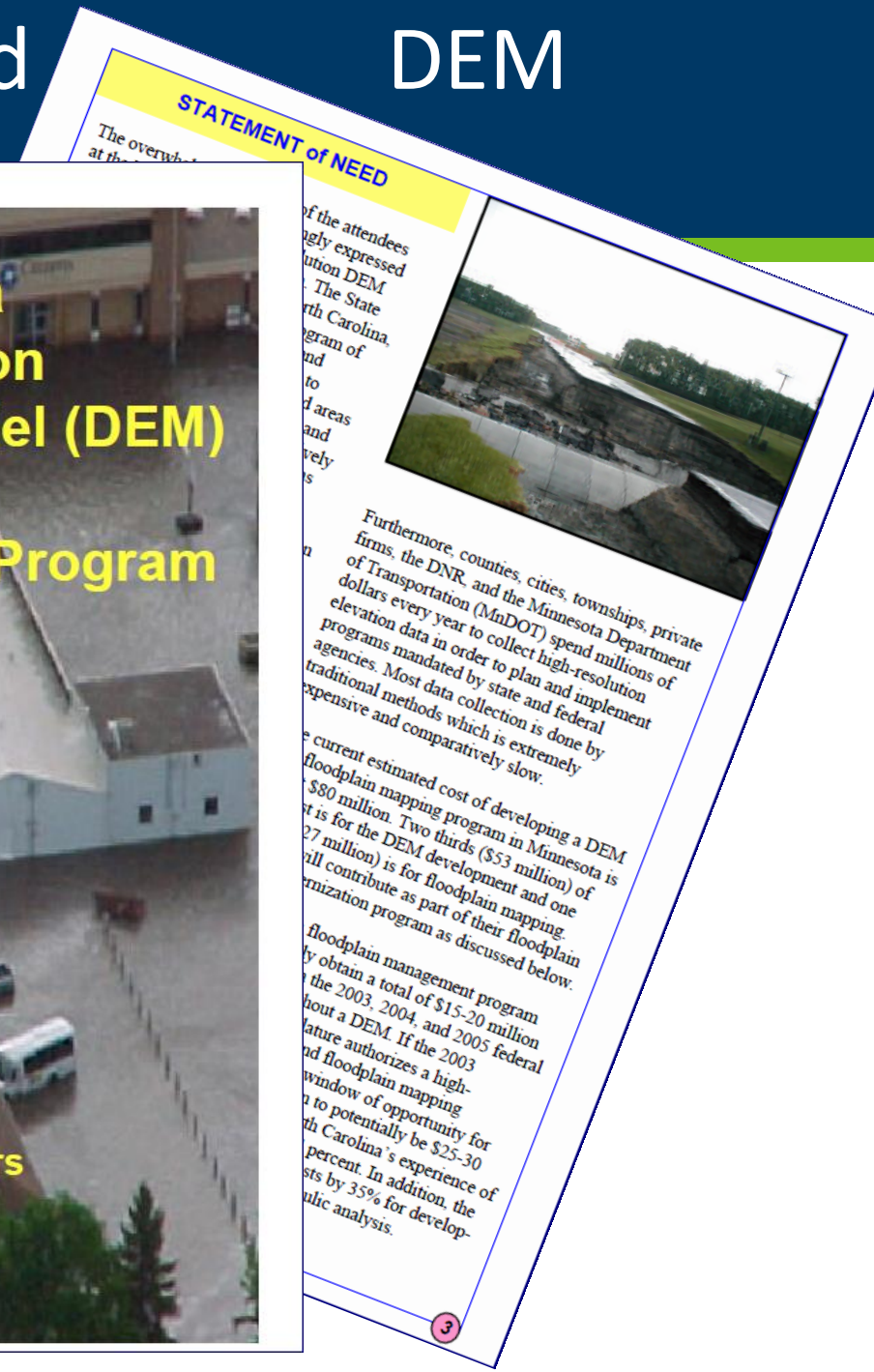
2002 Need for a DEM

- "…need to develop a high-resolution DEM and floodplain mapping program".
- "…correctly identify and map flood hazard areas…"
- "…efficiently and effectively manage land and water resources as well as infrastructure".

$80 Million

- $41M – DEM
- $27M – Floodplain Mapping
- $12M – IT Infrastructure

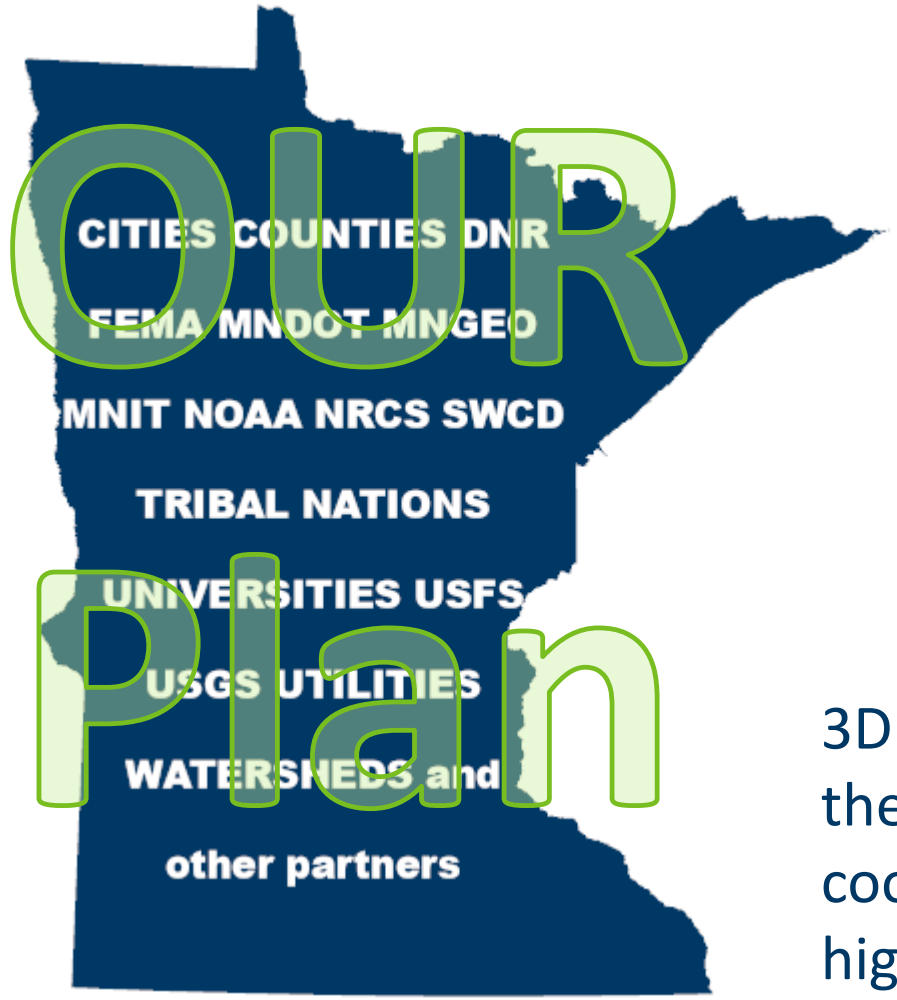






Minnesota Lidar Plan

Minnesota Lidar Plan - Our Plan – Your Plan – One Plan

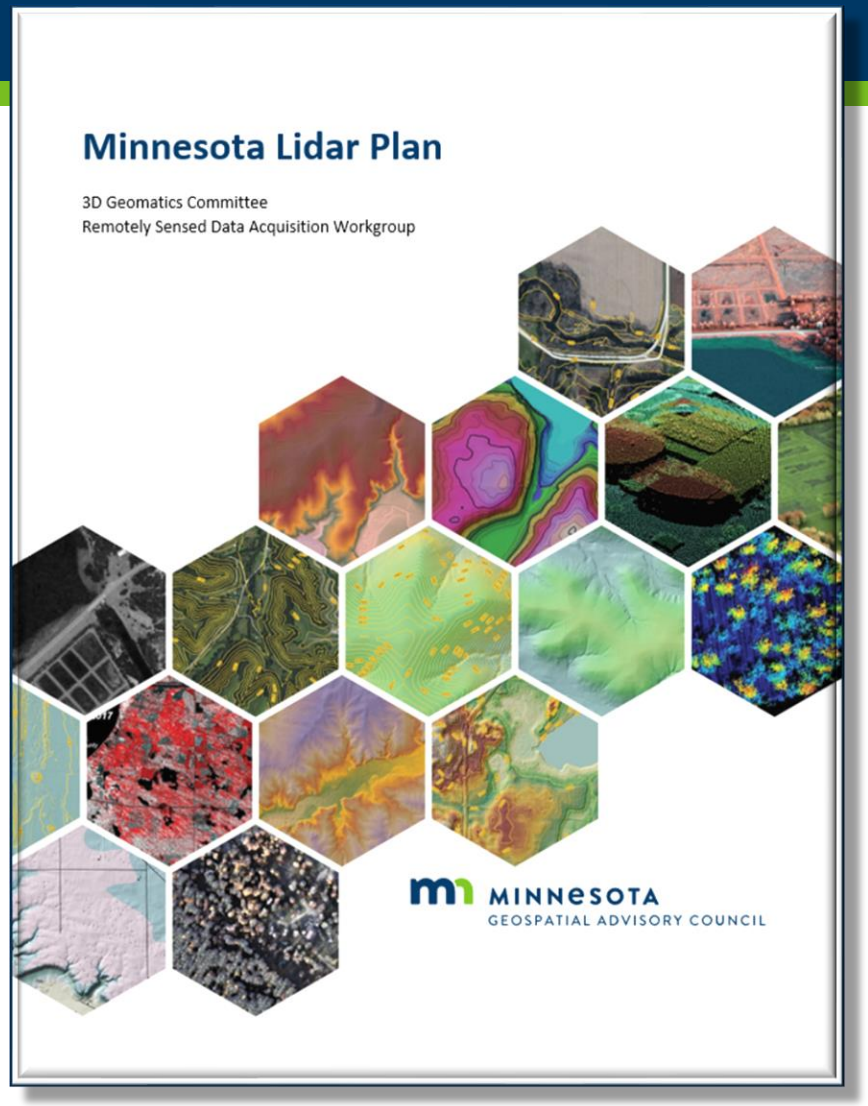


The Minnesota Lidar Plan

- **One** plan for Minnesota
- **Committee** led plan, not a state agency plan
- **Collaboration** of the geospatial community
- **Coordination** of lidar acquisition in Minnesota leverages federal match dollars

3DEP grant success is built on a guiding plan that pulls the community together to foster collaboration and coordinate funding to achieve the common goal of high density lidar acquisition across Minnesota

Minnesota Lidar Plan and StoryMap

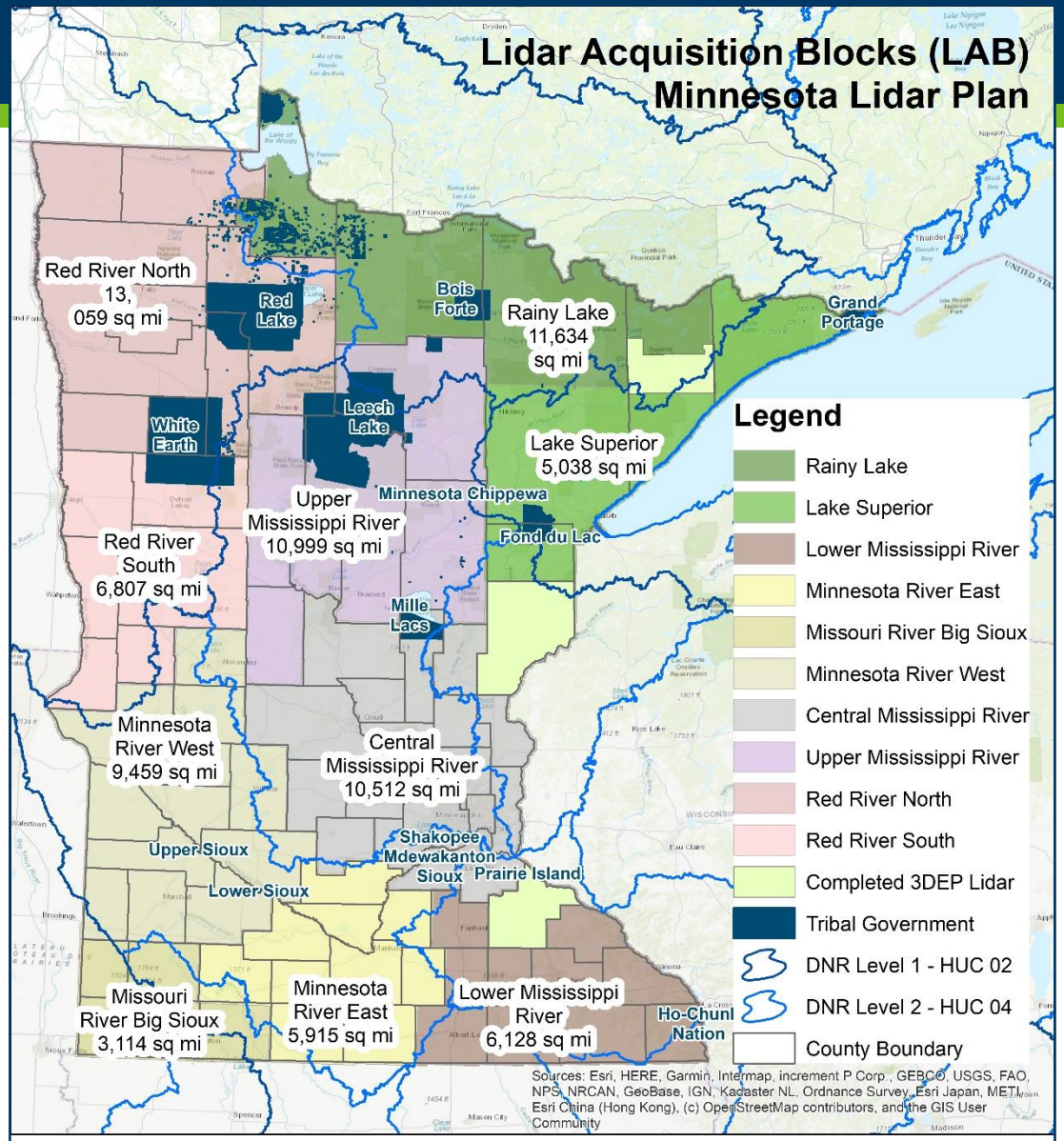


https://www.mngeo.state.mn.us/committee/3dgeo/acquisition/Minnesota_State_Lidar_Plan.pdf



http://bit.ly/MnLidarPlanStoryMap

Lidar Acquisition Areas and Blocks of Interest





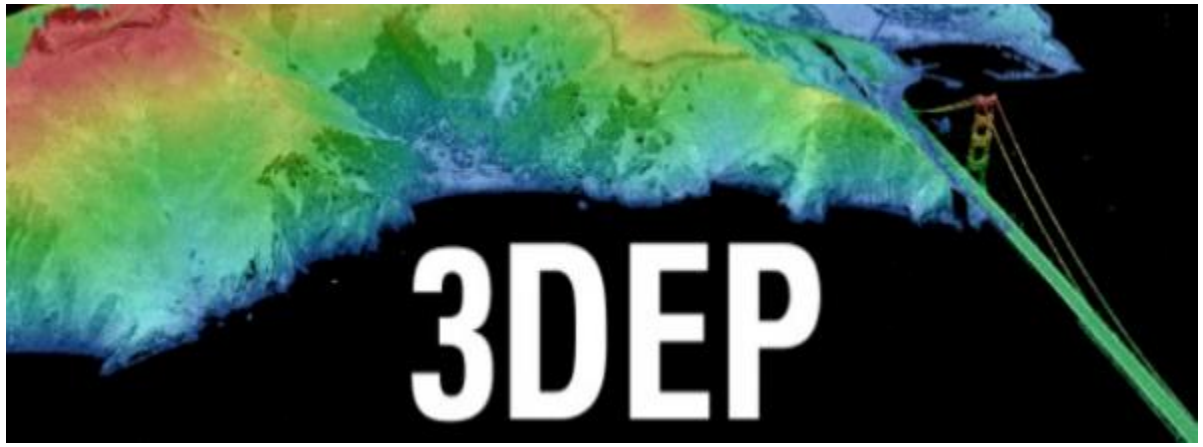
3DEP

[Federal Coordination and Grant]

USGS 3D Elevation Program (3DEP)

3D Elevation Program (3DEP)

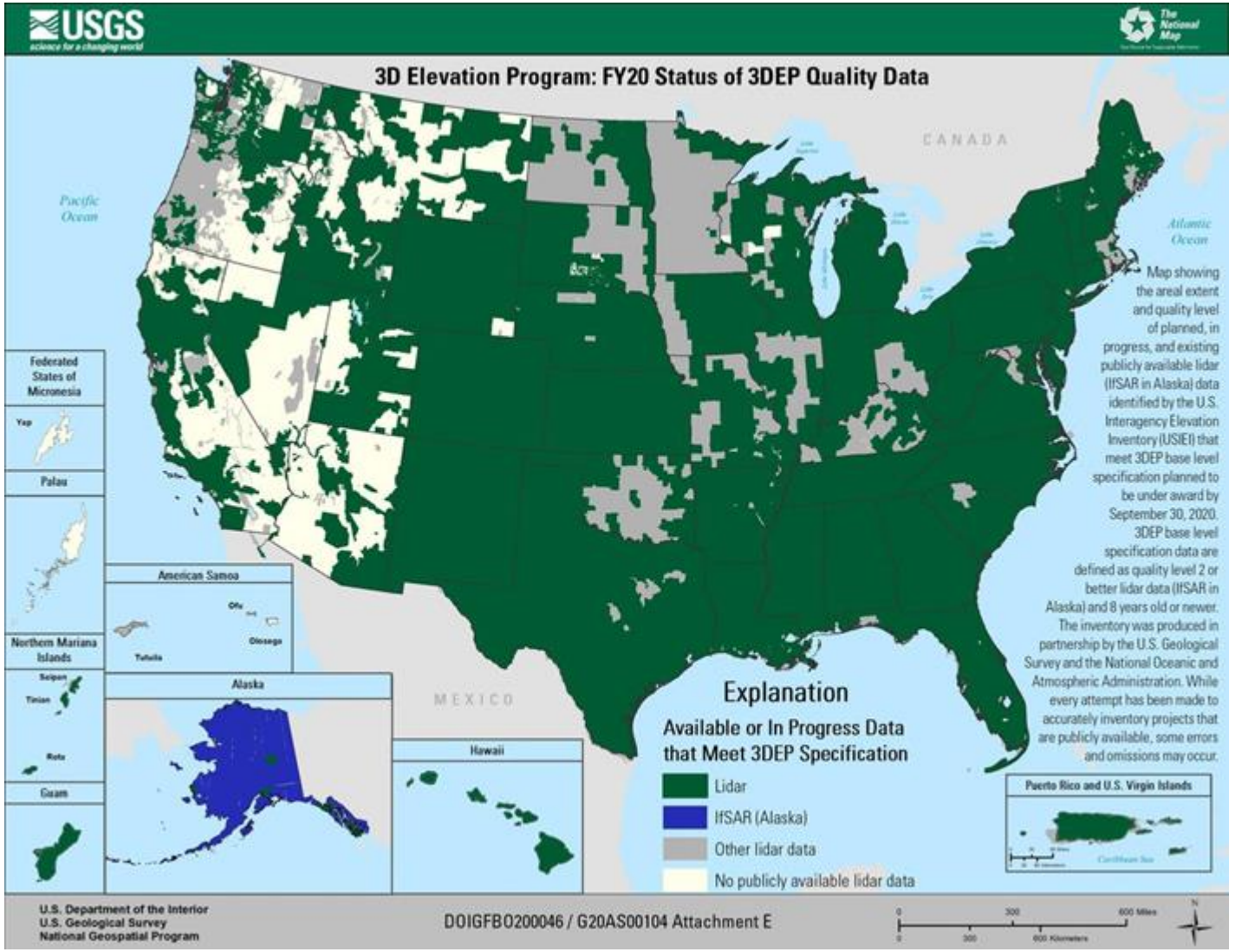
- **Systematically** guiding the collection of 3D elevation data in the form lidar data for the United States, and the U.S. territories
- Goal: elevation dataset for the nation **by 2023**
- The first-ever national baseline of **consistent** high-resolution elevation data – both bare earth and 3D point clouds – collected in a timeframe of less than a decade.



USGS 3D Elevation Program (3DEP)

Broad Agency Announcement (BAA)

- **Grant coordinating** mechanism 3DEP
- Guides **partnerships** between the USGS and other Federal agencies with other public and private entities seeking high-quality 3D lidar elevation data acquisition.
- USGS is **cost-sharing** via grant funds for QL2 or greater
- Grants through “BAA” process – **deadlines** are every fall (Oct/Nov)



3DEP: National Enhanced Elevation Assessment (NEEA)

Business Use		Annual Benefits	
Rank		Conservative	Potential
1	Flood Risk Management	$295M	$502M
2	Infrastructure and Construction Management	$206M	$942M
3	Natural Resources Conservation	$159M	$335M
4	Agriculture and Precision Farming	$122M	$2,011M
5	Water Supply and Quality	$85M	$156M
6	Wildfire Management, Planning and Response	$76M	$159M
7	Geologic Resource Assessment and Hazard Mitigation	$52M	$1,067M
8	Forest Resources Management	$44M	$62M
9	River and Stream Resource Management	$38M	$87M
10	Aviation Navigation and Safety	$35M	$56M
:			
20	Land Navigation and Safety	$0.2M	$7,125M
	Total for all Business Uses (1 – 27)	**$1.2B**	**$13B**

Update expected summer of 2021

- Conducted in 2011-2013
- Information gathered from every state and from 34 different federal agencies
- 602 Mission Critical Activities need significantly better data than available
- Between $1.2 and $13 BILLION in benefits annually
- **5:1 Return on Investment**



What is: High-density Lidar

Need for New High-density Lidar

- **Update** our existing Lidar data holdings which are now a decade old.
- **Improves** our ability to analyze the landscape in Minnesota, map assets, and assess resources
- Provides the foundation for development of updated authoritative **derived products** to support analysis and informed decision-making
- Enables practitioners, managers, and researchers to be more **proactive** than reactive.



Lidar point cloud colorized by photograph pixel colors

HD Lidar – Derived Products

Lidar Quality Levels Define Deliverable Specifications

- Minimum **DEM** Cell Size
- Minimum **Contour** Interval

LiDAR BASE SPECIFICATION (LBS)	LBS Table 6 Minimum DEM Cell Size		
Quality Level (QL)	**Minimum Cell Size** [m]	**Minimum Cell Size** [ft]	**Supported Contour Interval Accuracy** [ft]
QL-0	0.5	1.0	0.5
QL-1	0.5	1.0	1.0
QL-2	1.0	2.0	1.0
QL-3	2.0	5.0	2.0

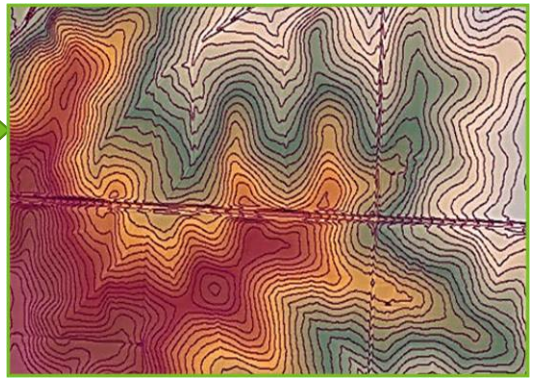
3DGeo Committee Minimum →

USGS Base Specification Minimum →

Current Minnesota Data Holdings →

16X

2X



A High-density Pulse = High Density of Points = Highly Detailed Derived Products

QL1 = 16 grid cells per one QL3 cell
QL1 = 2 additional contour lines for every one 2-foot contour

What is High Density Lidar?

High-Density lidar is defined by **two measures:**

1. Pulse Spacing
2. Pulse Density

LiDAR BASE SPECIFICATION (LBS)	**LBS Table 1** Minimum Net Pulse Density and Spacing for a Single lidar Collection Mission	
Quality Level (QL)	**Aggregate Nominal Pulse Spacing (ANPS)** [m]	**Aggregate Nominal Pulse Density (ANPD)** [pulse/m^2]
QL-0	≤ 0.35	≥ 8.0
QL-1	≤ 0.35	≥ 8.0
QL-2	≤ 0.71	≥ 2.0
QL-3	≤ 1.41	≥ 0.5

3DGeo Committee Minimum → QL-1

3DEP Base Specification Minimum → QL-2

Current Minnesota Data Holdings → QL-3

4X

16X

These two HD technical measures relate to flight **mission** and lidar **platforms** affecting:

1. Point Density of the lidar Point Cloud
2. Derived Products

(shown in next slide)

Increased Density = Improved Detail

- **QL1 = 8+ pulses per 1 square meter**
- **QL3 = 1 pulse per 2 square meters**

That's 16+ QL1 pulses per the same 2m area of QL3

Potential Costs of Lidar in Minnesota

	Quality Level (QL)	Average Cost per mi2*
	QL-0	$440
3DGeo Recommendation →	QL-1	$330
USGS Base Specification →	QL-2	$200
Current Statewide Lidar →	~~QL-3~~	~~$175~~

**Please note the following, regarding the above cost estimates:*

- *These estimates where obtained in 2020.*
- *These average estimates are based on a series of USGS 3DEP Independent Government Cost Estimate (IGCE) quotes. Actual cost estimates are subject to change based on a proposed area of interest.*
- *The 3DGeo Committee advocates for QL1 lidar and will assist partners to explore acquiring upgrades and additional derived products in their area of interest (e.g., QL0). An upgrade to point density or additional derived products will increase costs and will be the responsibility of the requesting partner(s).*
- *QL3 no longer meets USGS Base Specification, it is crossed out because it would not be purchased under this Lidar Plan.*

3DEP Program – Lidar Data

3DEP Standard Deliverables

- **Point Cloud** (classified to minimum level – meets most needs; data hosted online)
- Digital Elevation Model (**DEM**/Bare-Earth Surface Raster)
- Lidar Swath Polygon
- **Hydro**-breaklines
- Metadata & Reports

3DEP Program – Lidar Data and Derived Products

Possible Added Deliverables

- **Not 3DEP funded deliverables, but can be part of the 3DEP contract as additional products and services with the 3DEP contract vendor**
  - Higher density Point Cloud (3DGeo advocates for QL1, partners may upgrade areas to QL0)
  - Improved hydrographic products
    - ✓ Advanced hydro-modified DEM (Conditioned)
  - Bare Earth point cloud
  - Additional Point Classification
    - ✓ High vegetation and buildings
  - Intensity imagery, GeoTIFF

State Agency Lidar Derived Products

Foundational Derived Products

- **Publicly available data served as authoritative products from state agency distribution portals**
  - 1-ft **Contour** Dataset
  - **Hillshaded** DEM
  - Canopy Height Model
  - Other products to come?

HD Lidar – Derived Products - Hydrography Example

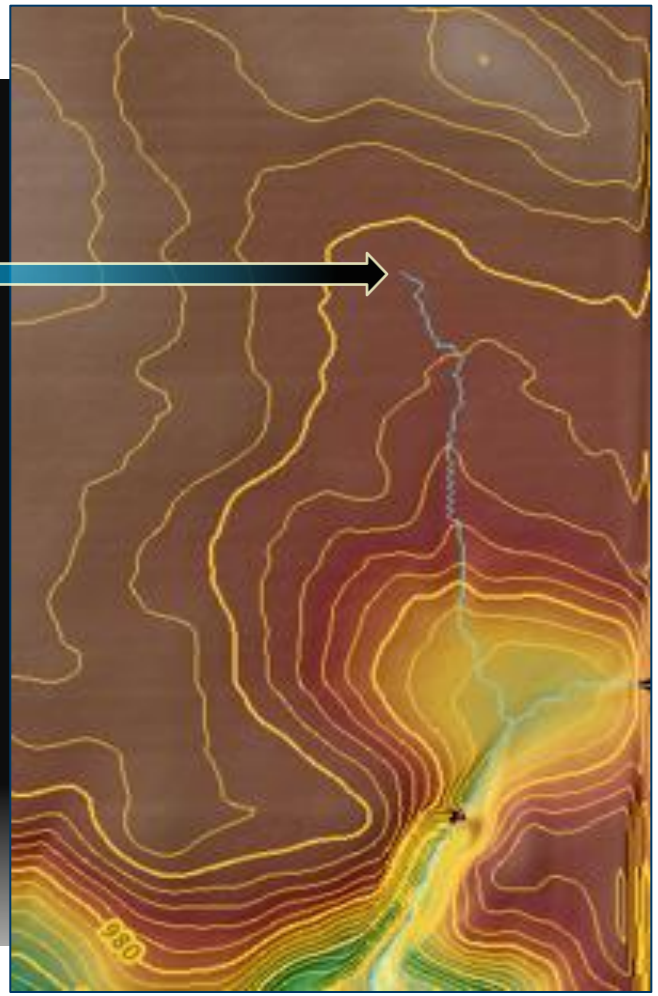
WATER CONVEYANCE LANDFORMS

Mapping the Unmapped Hydrography



- Features of hydrologic Significance.
  - Nickpoint
  - Fluvial Processes
  - Soil Degradation
- Where does the watercourse begin ?
  - Where concentrated flow begins. LiDAR captures these landform.

We Model this with DEMs



HD Lidar Examples: **Floodplain Mapping**

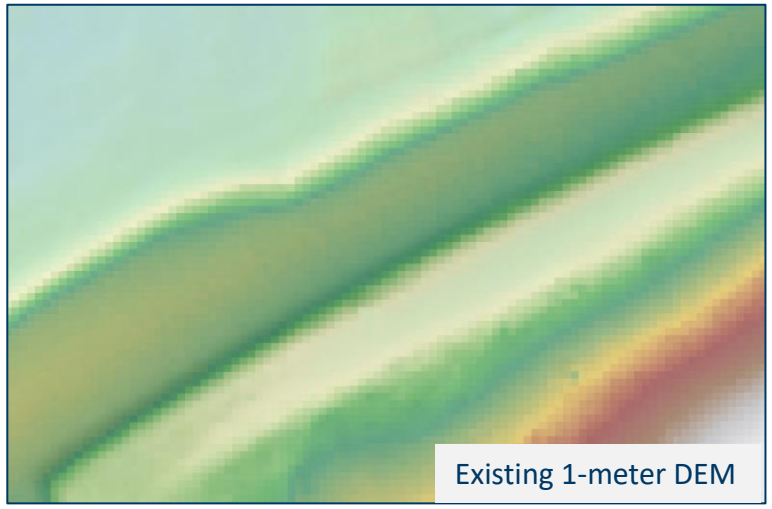
2021 - Progressive Approach

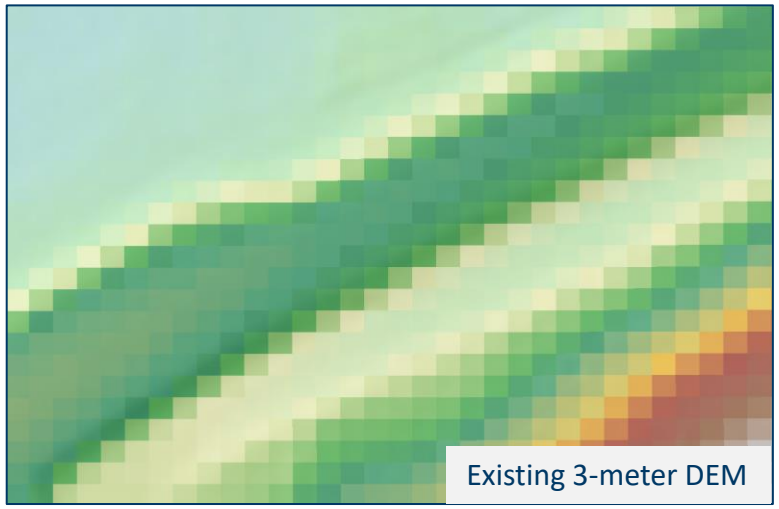
- We have an opportunity to be **proactive** and map this entire scene.
- New high density lidar not only maps this area of flood inundation but it **maps all the infrastructure assets** in the image.

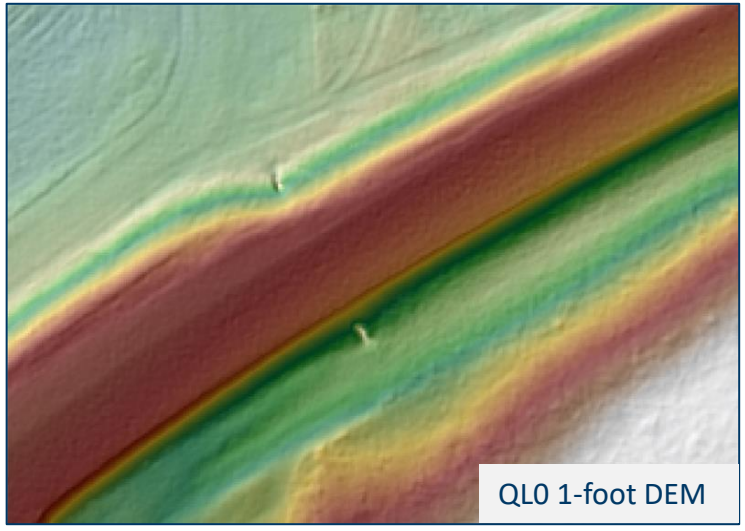


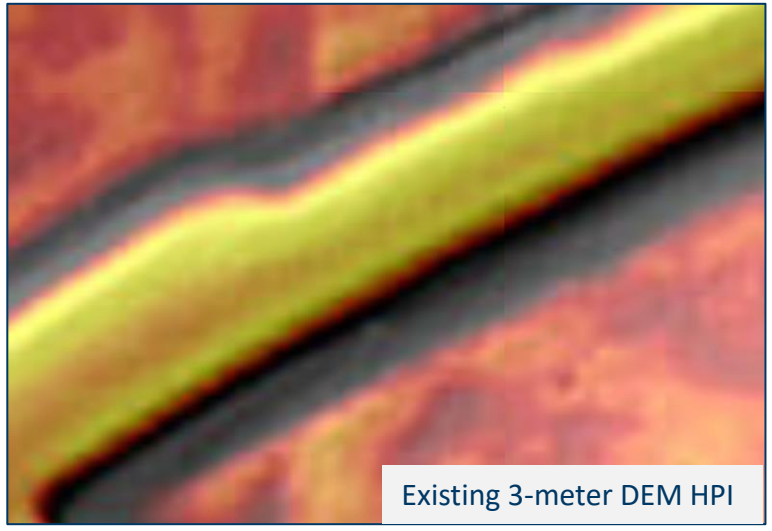
Early Results – Culvert Capture High Density QL0 (30pts/m^2)

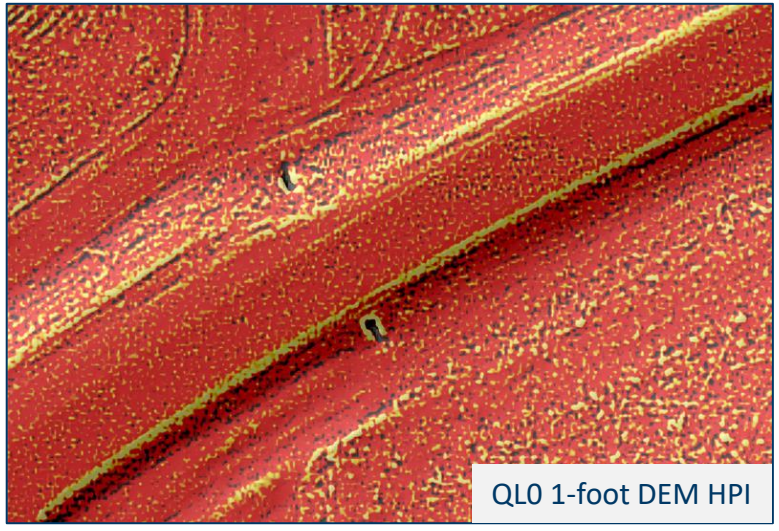










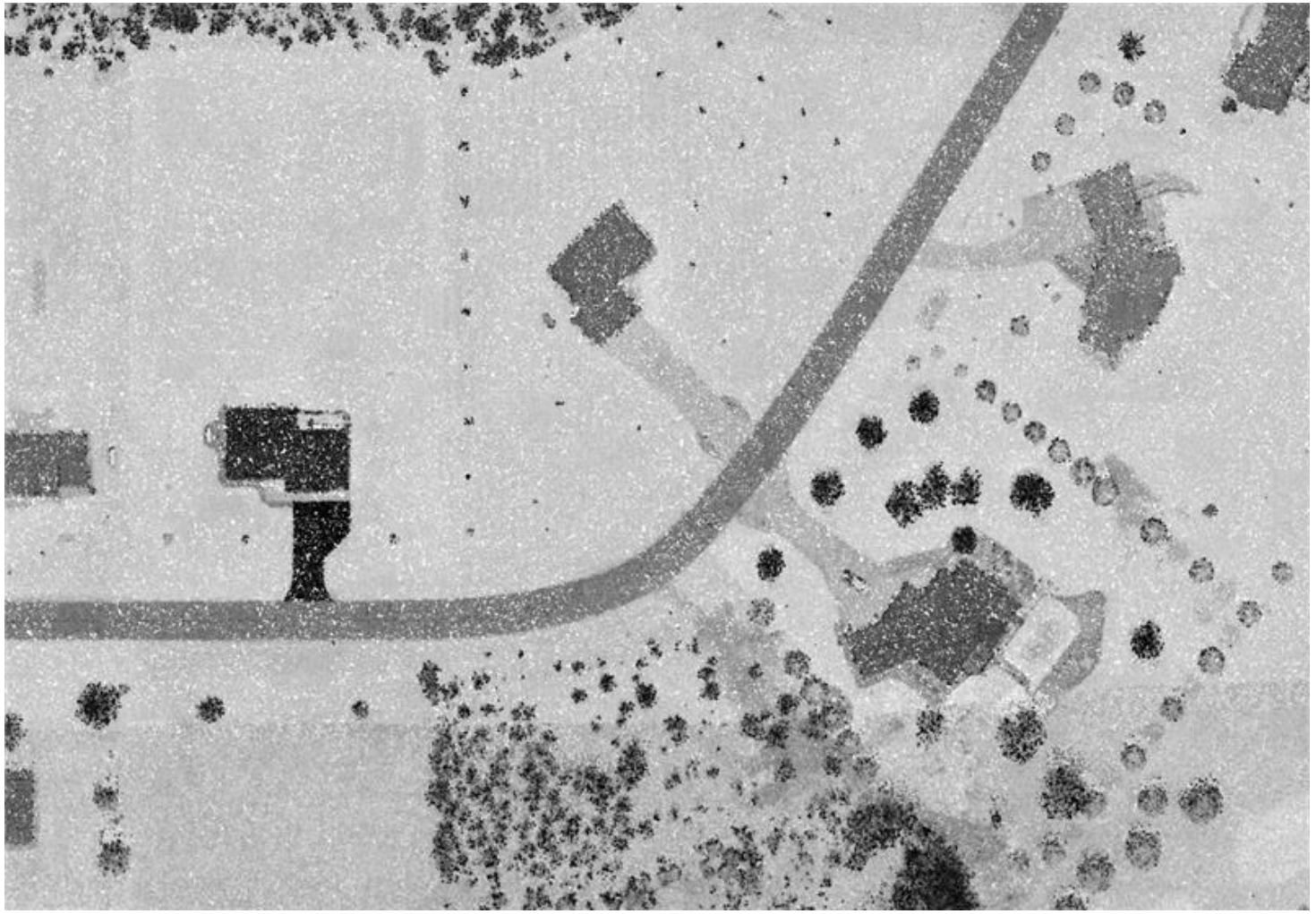


Early Results – Culvert Capture High Density QL0 (30pts/m^2)

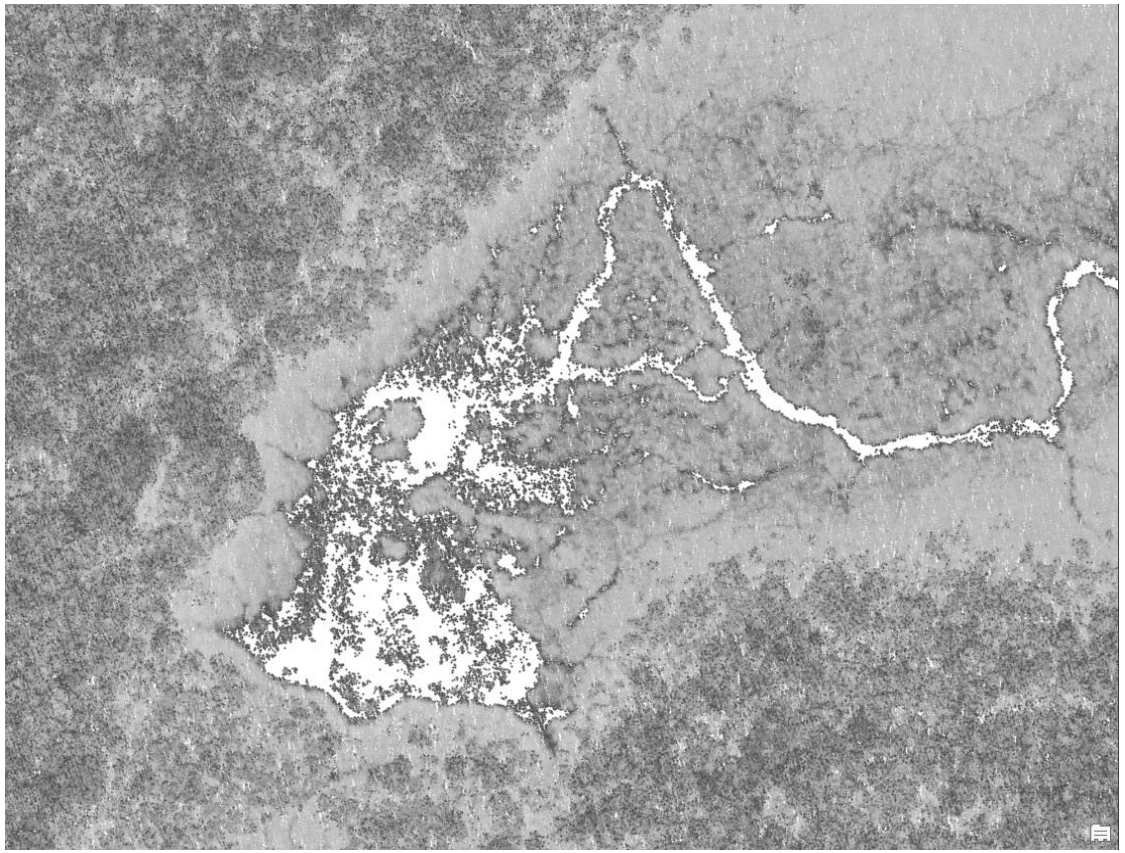




QL0 1-foot DEM HPI

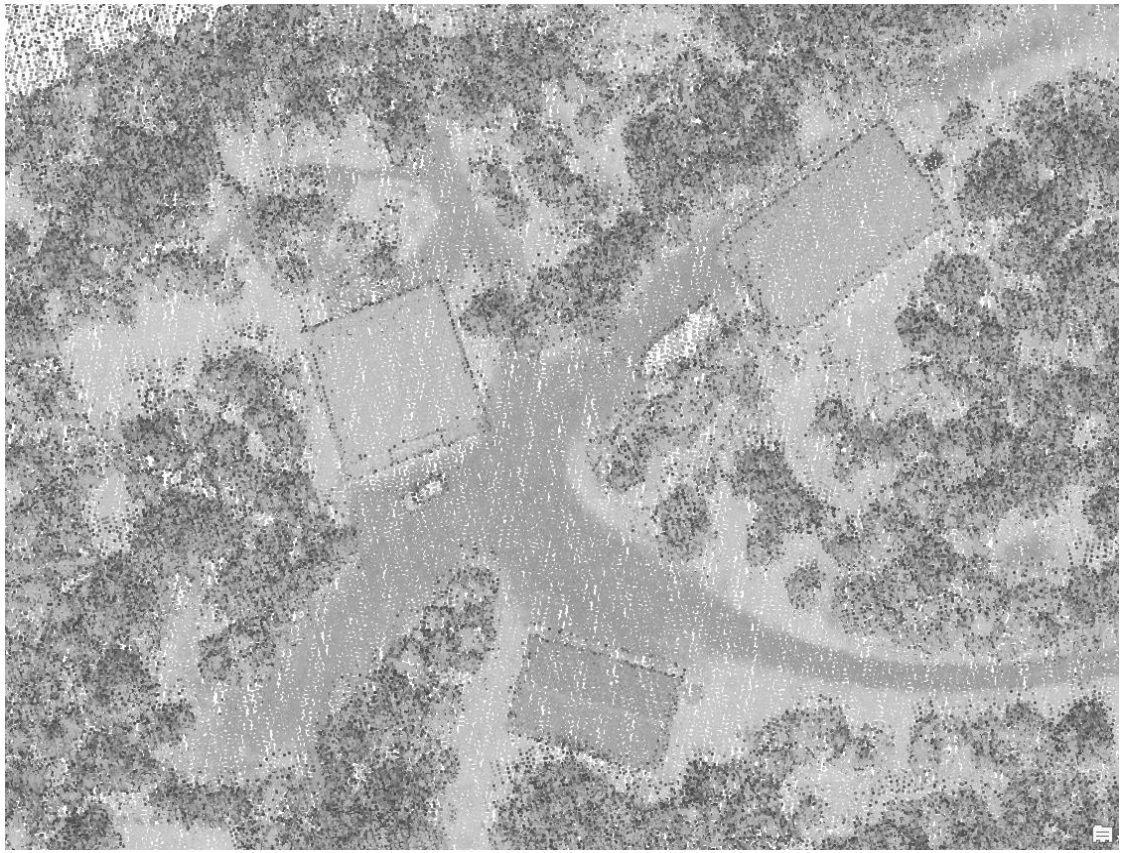


QL1 Lidar Intensity – NE Forested LAA





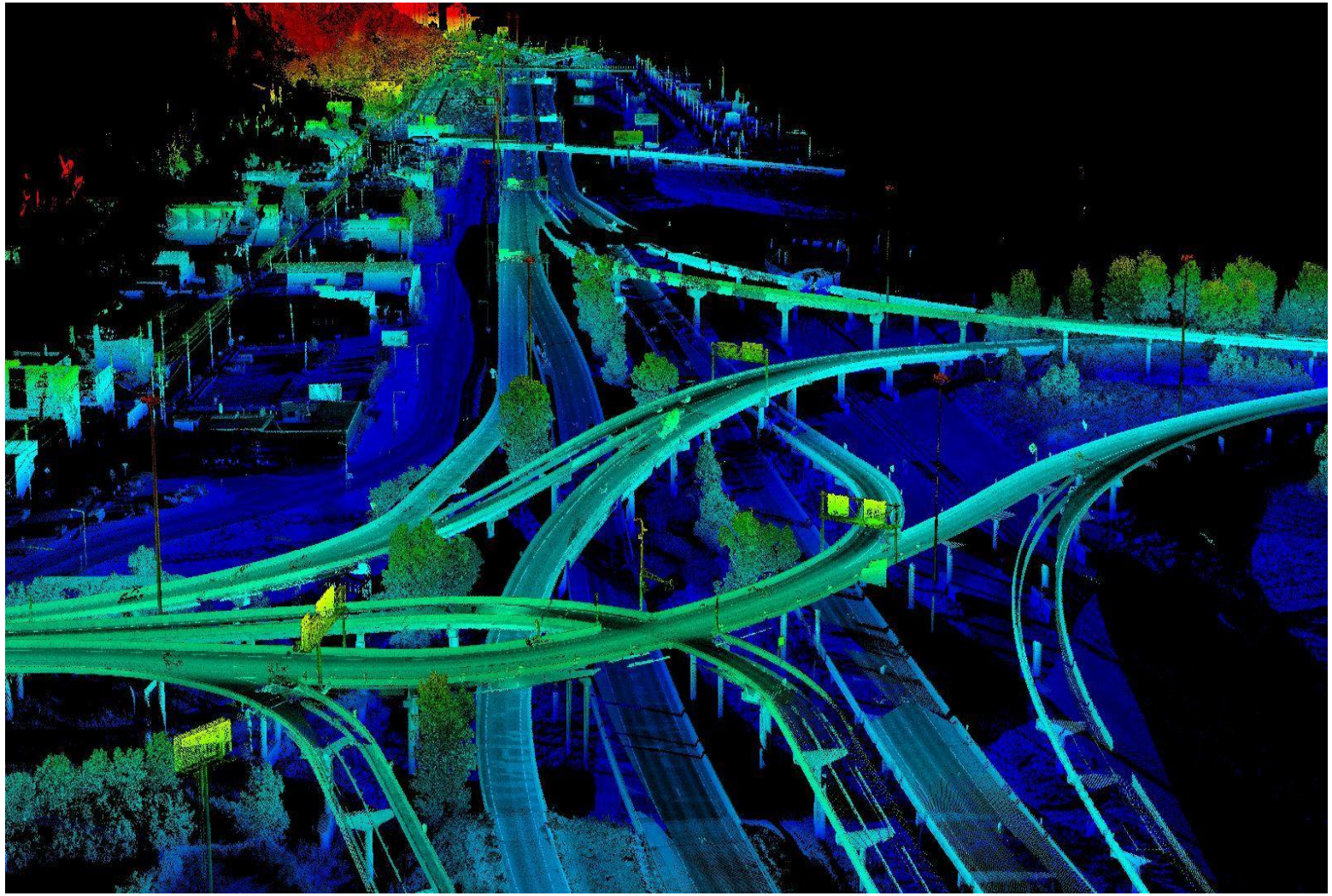
QL1 Lidar Intensity – NE Forested LAA





HD Lidar Examples: **Infrastructure**

- Transportation
  - 3d Design
  - Traffic operations
  - Signing and striping
  - Highway safety
  - Maintenance
  - Asset management
- Energy
  - Traditional
  - Renewable/Alternative
- Cultural/Historical Resources

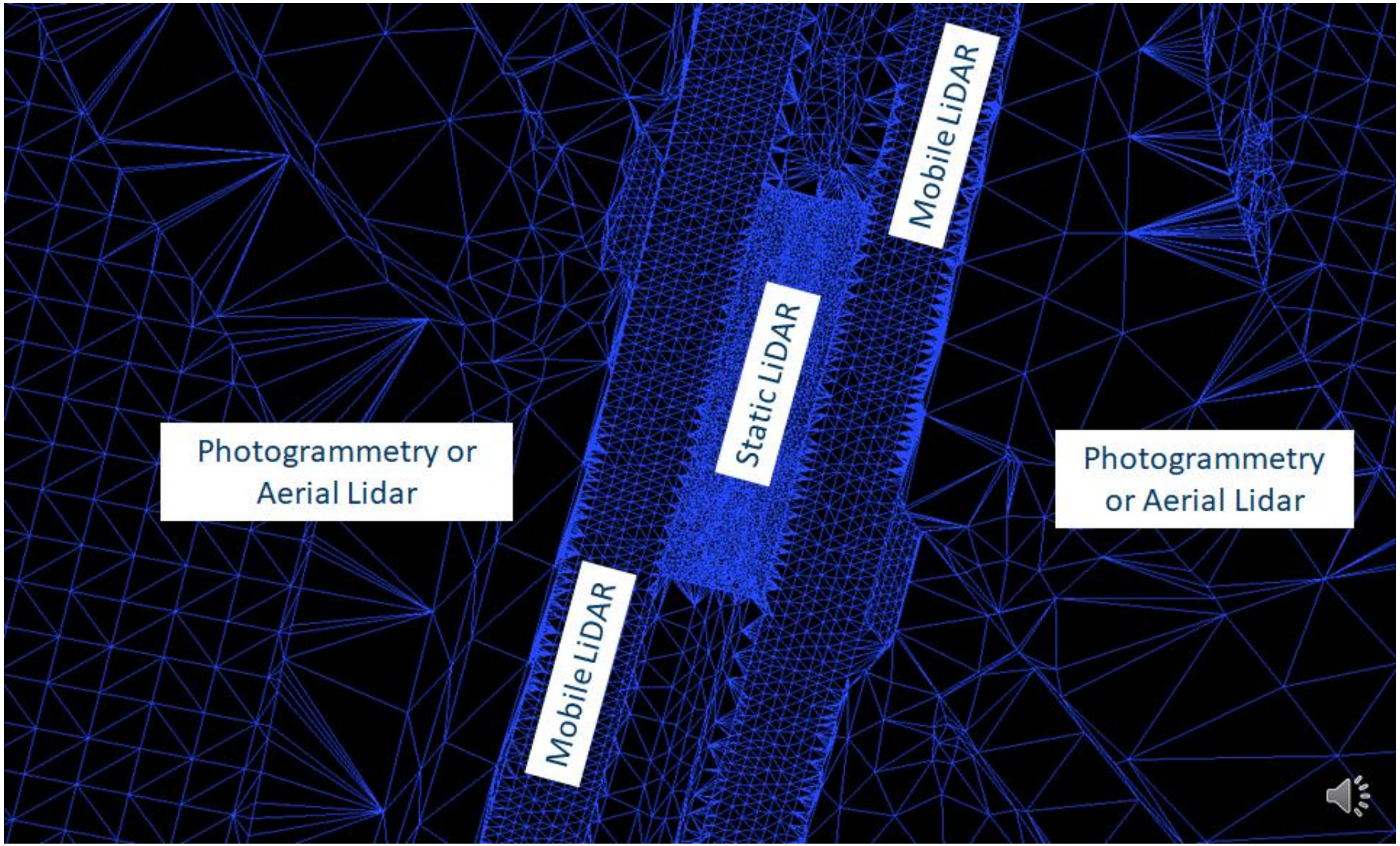


The I-35/Highway 53 interchange in Duluth, MN (known locally as the "Can of Worms")

HD Lidar Examples: **Infrastructure**

Supporting Corridor Mapping

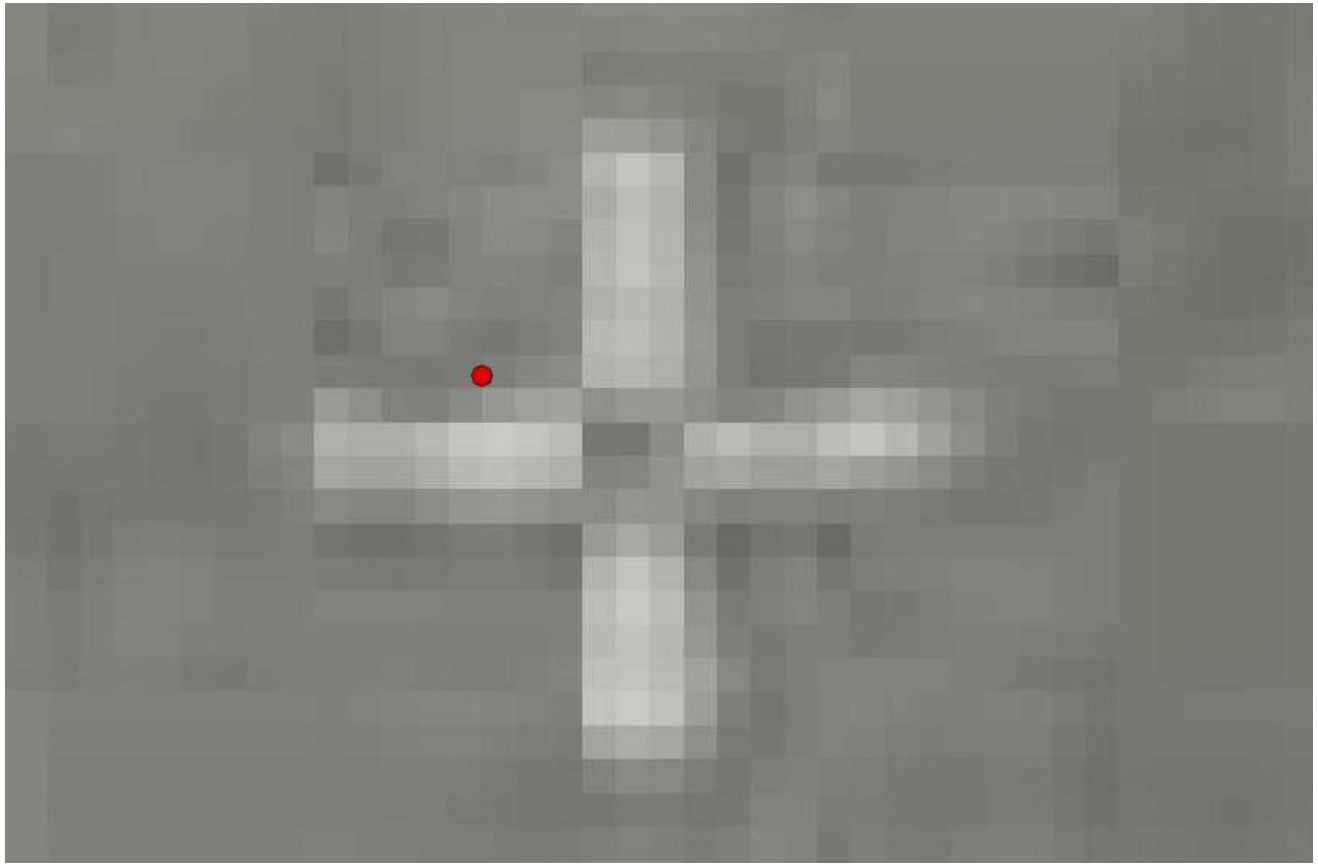
- New HD lidar can replace existing mapping methods
- Existing lidar no longer reliably supports many engineering products



HD Lidar Examples: **Infrastructure**

Supporting Orthomosaic Creation

- New HD lidar can replace existing mapping methods
- Existing lidar no longer reliably supports the creation of high resolution orthophotos



HD Lidar Examples: **Infrastructure**

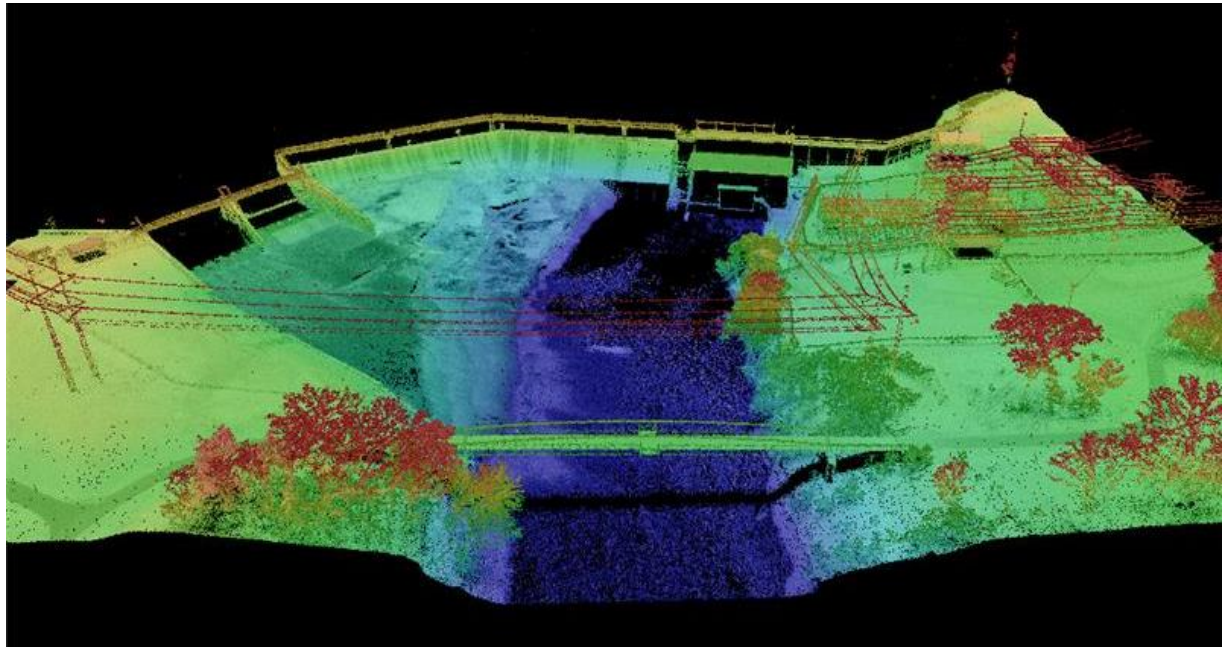
MnDOT Vertical Accuracy Analysis

High-Density 30+pt/m² Quality level-0 Lidar Point Cloud

- Reviewed by Colin Lee and District 6 surveyors
- 90% of the lidar points evaluated have elevation values within **0.033 (ft)** to **0.066 (ft)** of actual, onsite, vertical survey results.
  - Test points represent open, hard, smooth surfaces
  - **1.0** (cm) to **2.0** (cm) of onsite, vertical survey results.
- These values are better than the minimum lidar base specification of ≤ 0.03 m (≤ 3.0 cm / 1.181 in) for QLO.

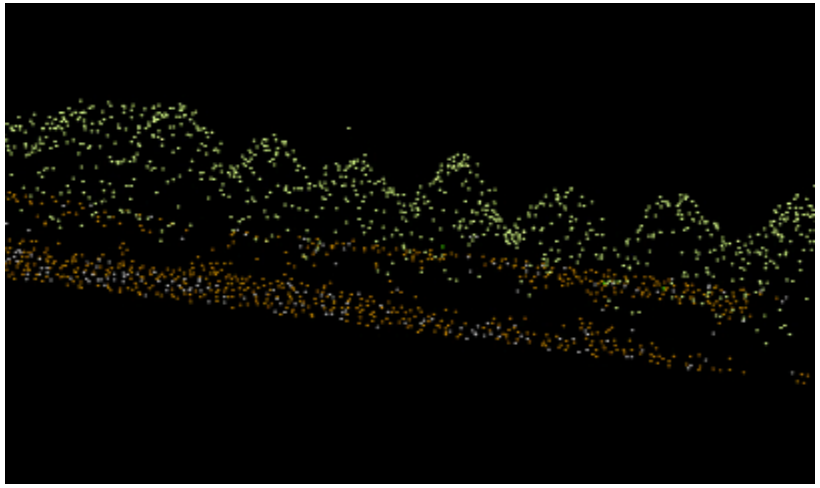


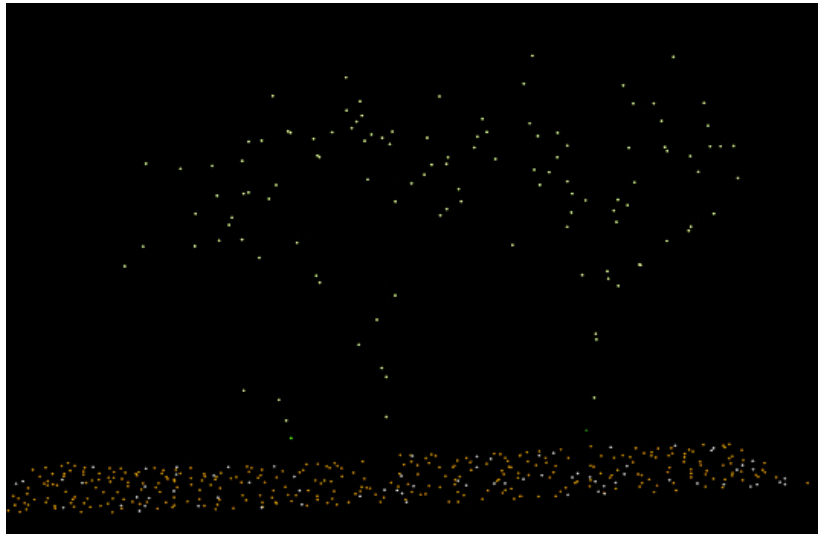
Lake Byllesby Dam & Reservoir Dakota County (QL0 Lidar Point Cloud)



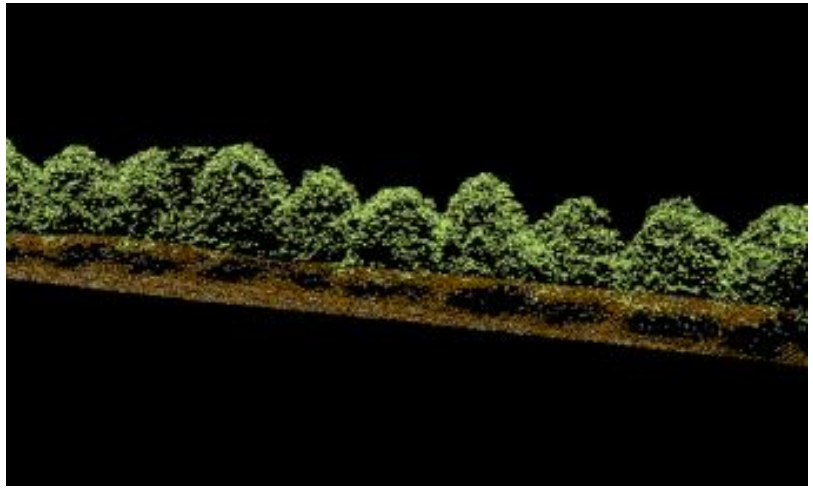
HD Lidar Examples: **Vegetation Mapping**

Low Density (QL3, 1ppm)





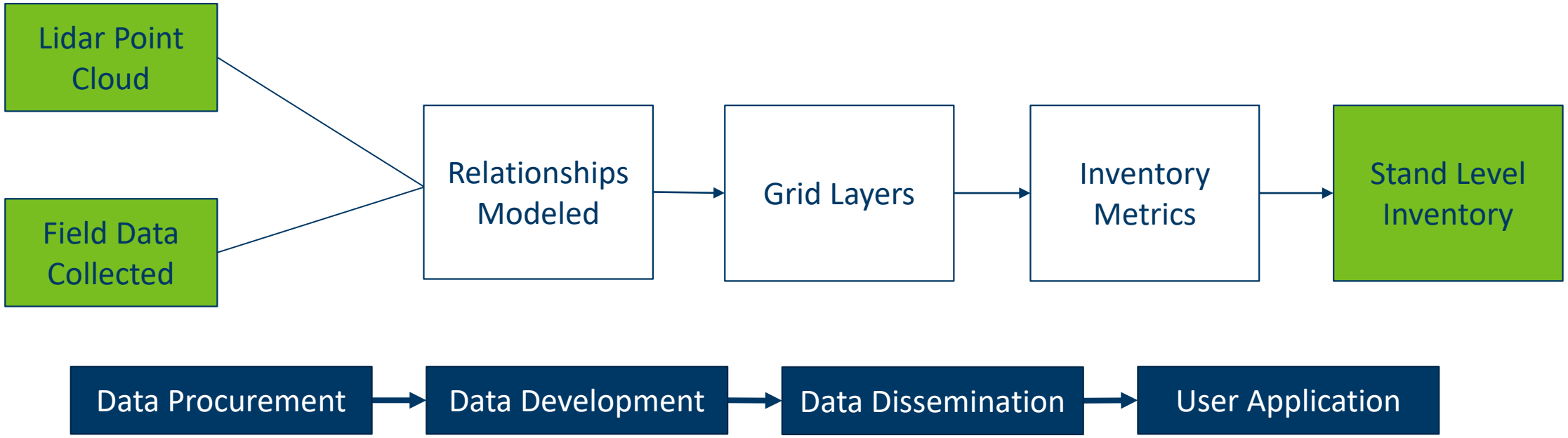
High Density (QL1, 8+ppm)



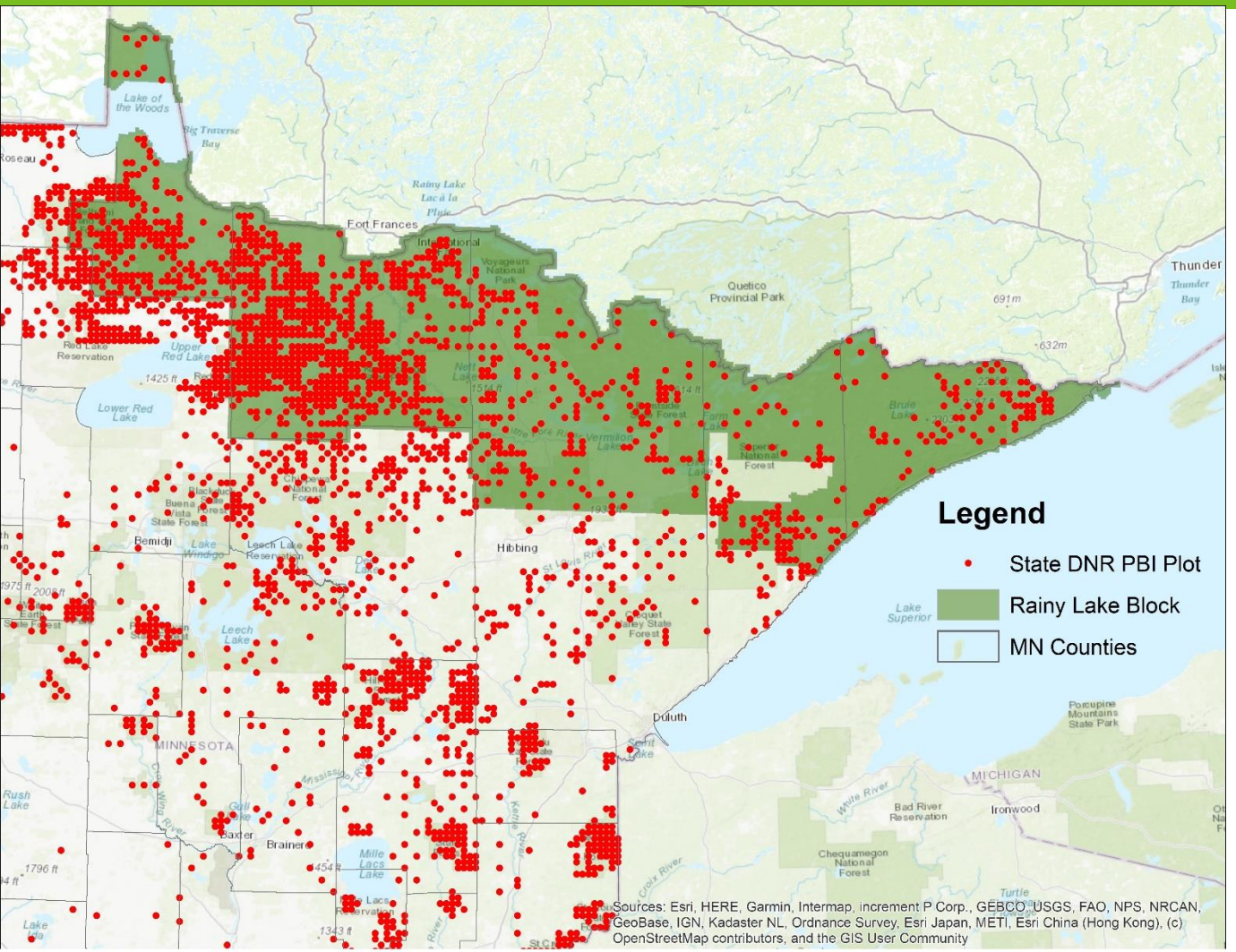


Forestry - pulling all the elements together

Lidar is Foundational Data for DNR



New Plot Based Inventory (PBI): Transition Plan



0 15 30 60 Miles

Map Date: February 2, 2021

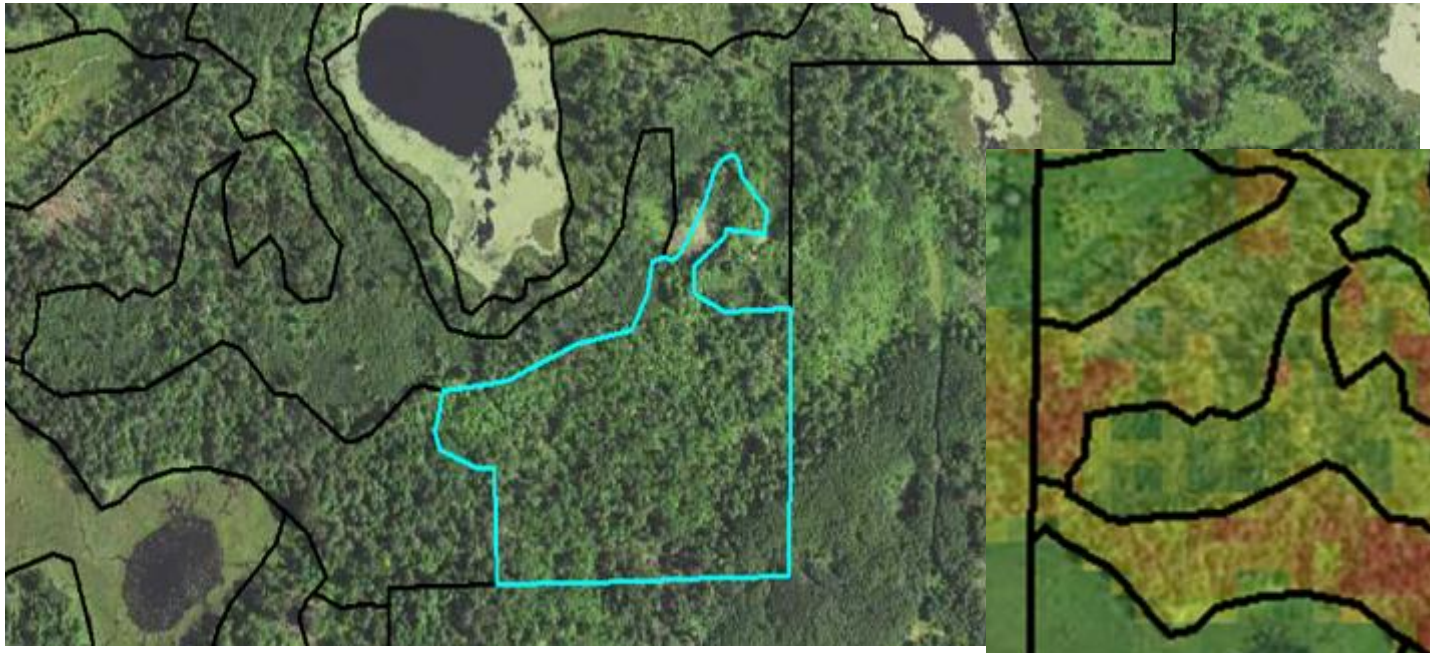
- RA research supports the recommended plot density = 1 plot : 1500 acres forest land
- Cost per Plot = ~$300-$500 (that's only $0.17-$0.29 per acre for field work)

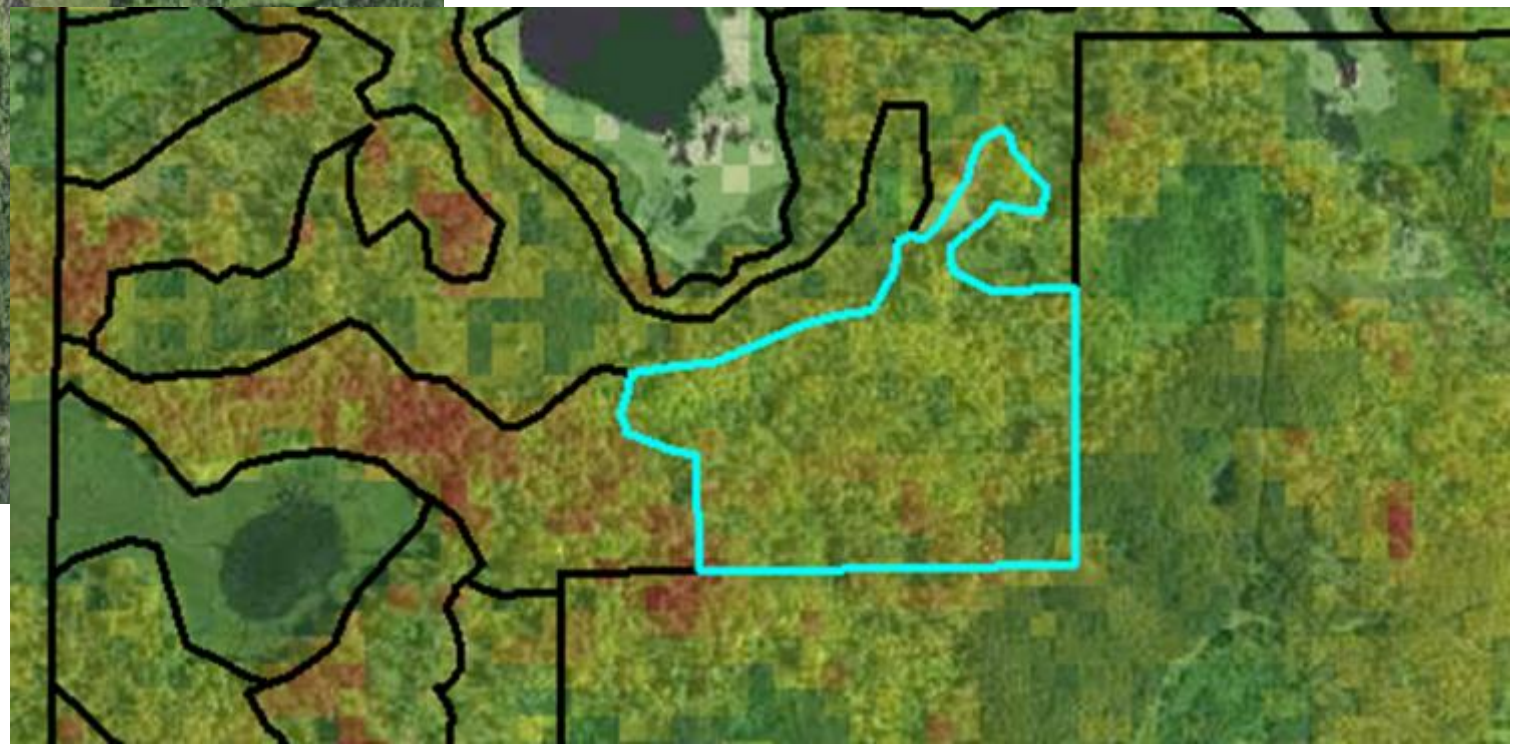
Example: Rainy Lake Block

Owner Type	Count	Total Acres
County	9	12,846
NPS	68	120,554
State	1086	1,954,396
Tribal	63	129,679
USFS	606	1,010,723
Other	5	4,923

Forestry - The End Goal

FID	Shape *	STAND_KEY	MN_CTYPE	SURVEY_YR	STAND_AGE	Field1	STAND_KE_1	Grid_Cell_	AGB_Lbs	BAWHT_Max	BA_Wt_weig	QMD_Inches	BA_SqFT_Pe	Site_Index	TPA	Volume_CuF	Age_2019	Volume_Cor	Stand_Acre
2908	Polygon	5374	1	1992	99	255	5374	164	91711.17	85.33	56.97	11.3	93.36	56.86	152	2230.88	126	28.24	16

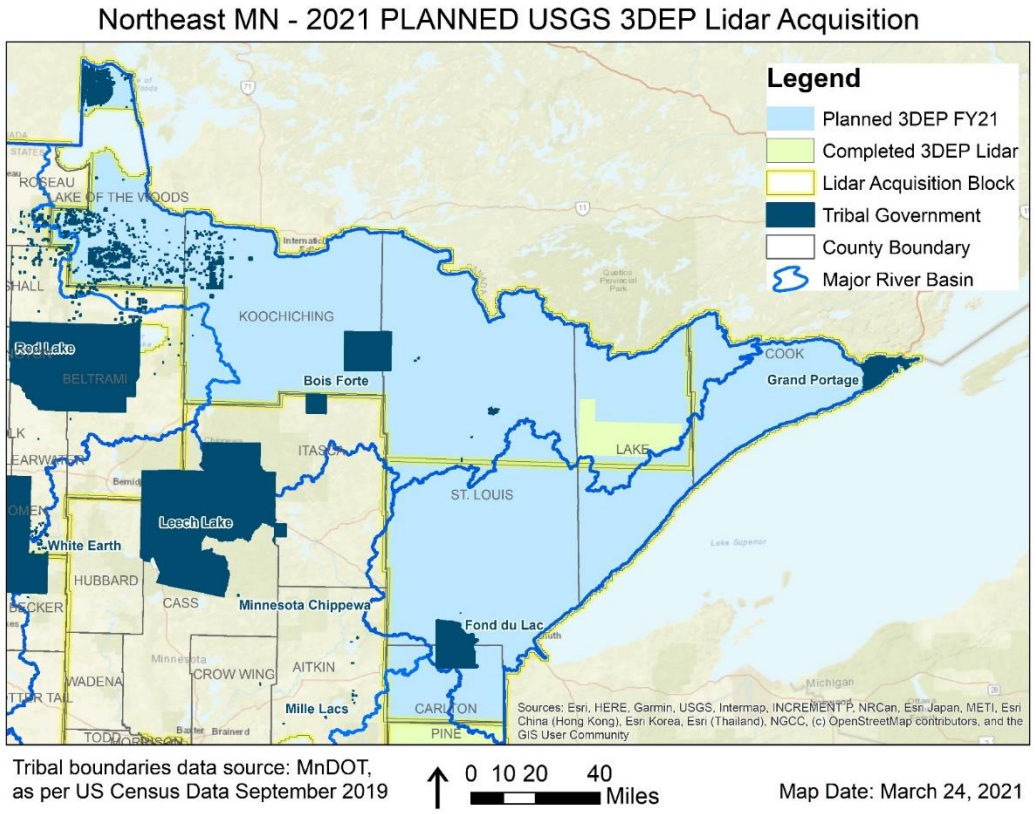


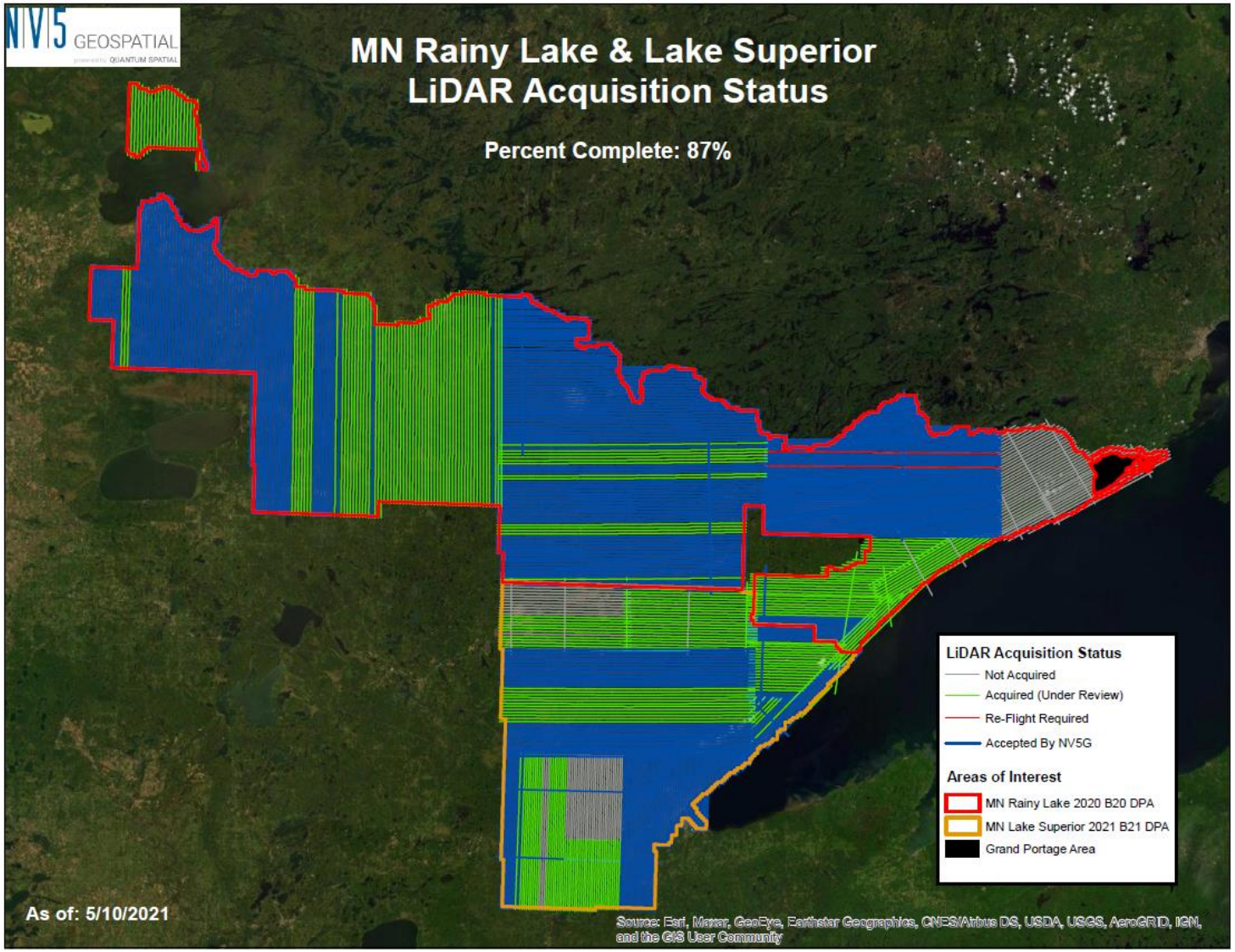



Next: Lidar
Collect

Lidar Acquisition: *Northeast – Rainy Lake & Lake Superior Block*

- Rainy Lake and Lake Superior Block data collections are underway!





Partner Contributions: *Northeast – Rainy Lake & Lake Superior Block*

Organization	Amount
USGS 3DEP	$4,582,895
DNR Forestry	$615,000
US Forest Service	$488,561
NRCS	$339,000
Office of School Trust Lands	$100,000
MnGeo	$60,000
DNR Fish and Wildlife	$50,000
St Louis County	$50,000
City of Duluth	$30,000
DOT	$25,000
Lake County	$20,000
Koochiching County	$10,000

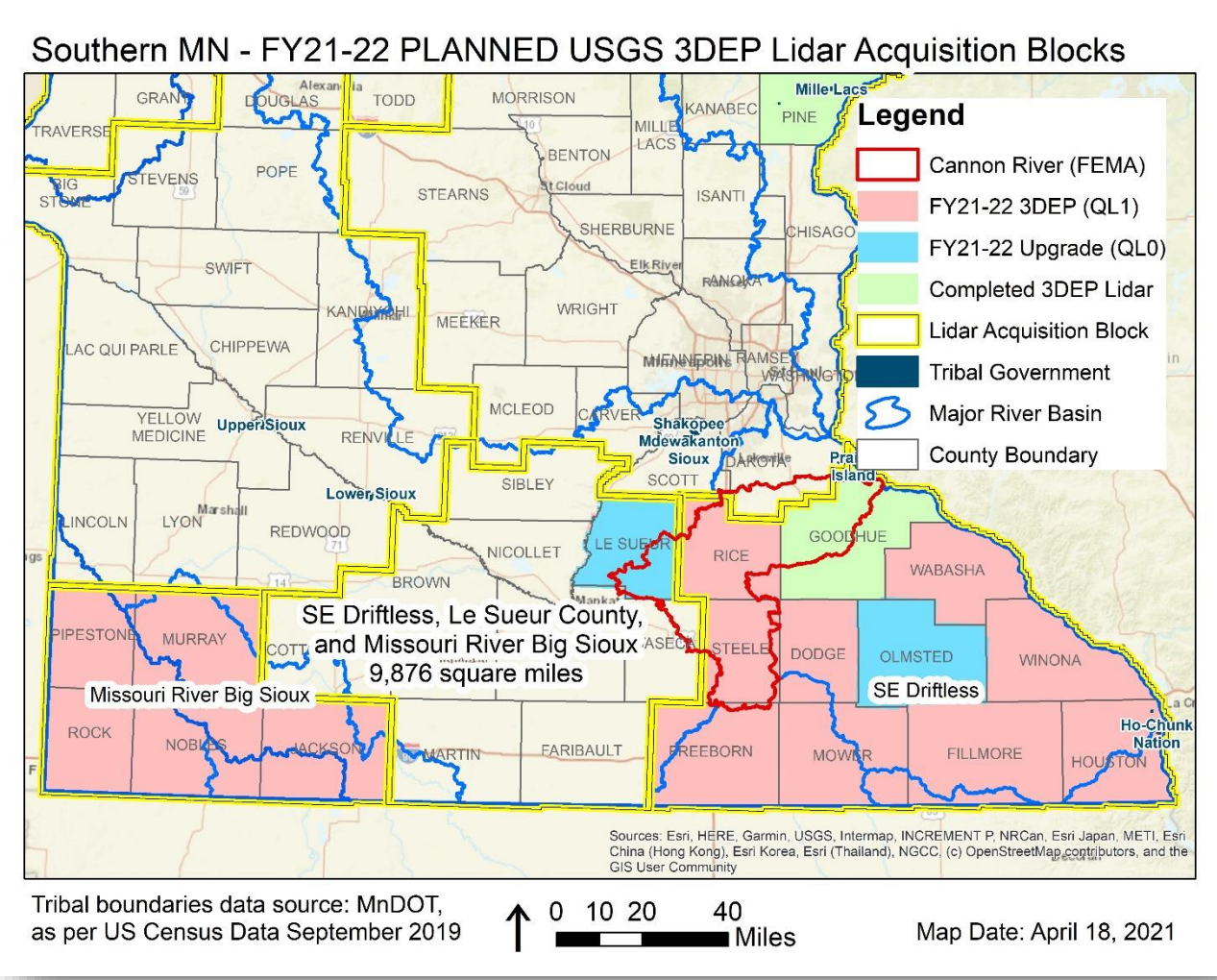
Total Area = 16,672 square miles (10,670,080 acres)

Cost per square mile = $382 ($0.59/acre)

Total Cost = $6,370,456

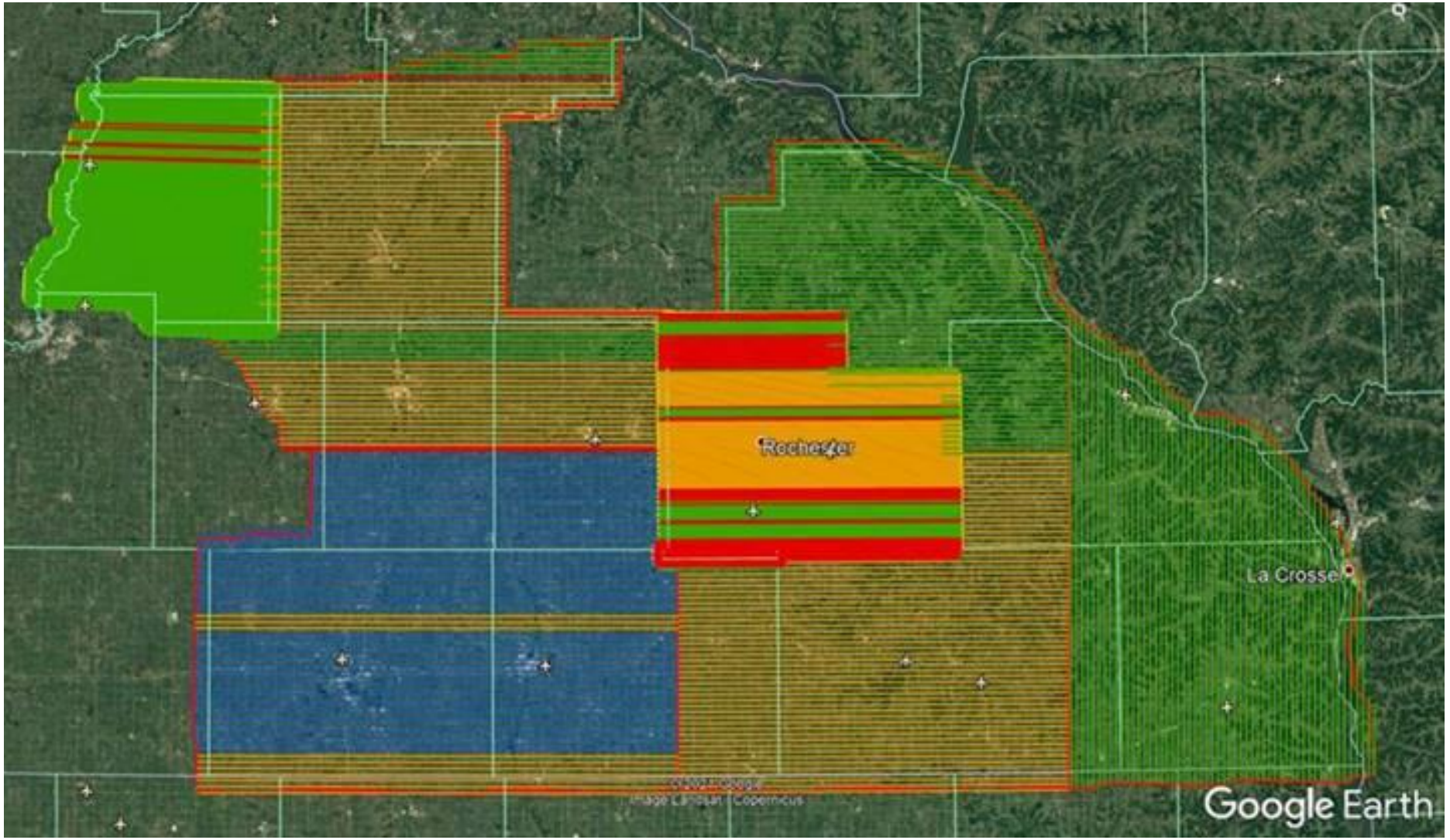
Lidar Acquisition: *Southern BAA – Missouri Big Sioux & SE Driftless Blocks*

- BAA (west and east) split between two vendors and two JFA's.
  - Partners: USGS, NRCS State and Federal Offices, MnDOT, MnGeo, and Nobles, Le Sueur, Olmsted (included City of Rochester), and Winona (included City of Winona) Counties
- Lidar collection occurring now in SE Driftless LAA
- Missouri River Big Sioux block set for a Spring 2022 collection



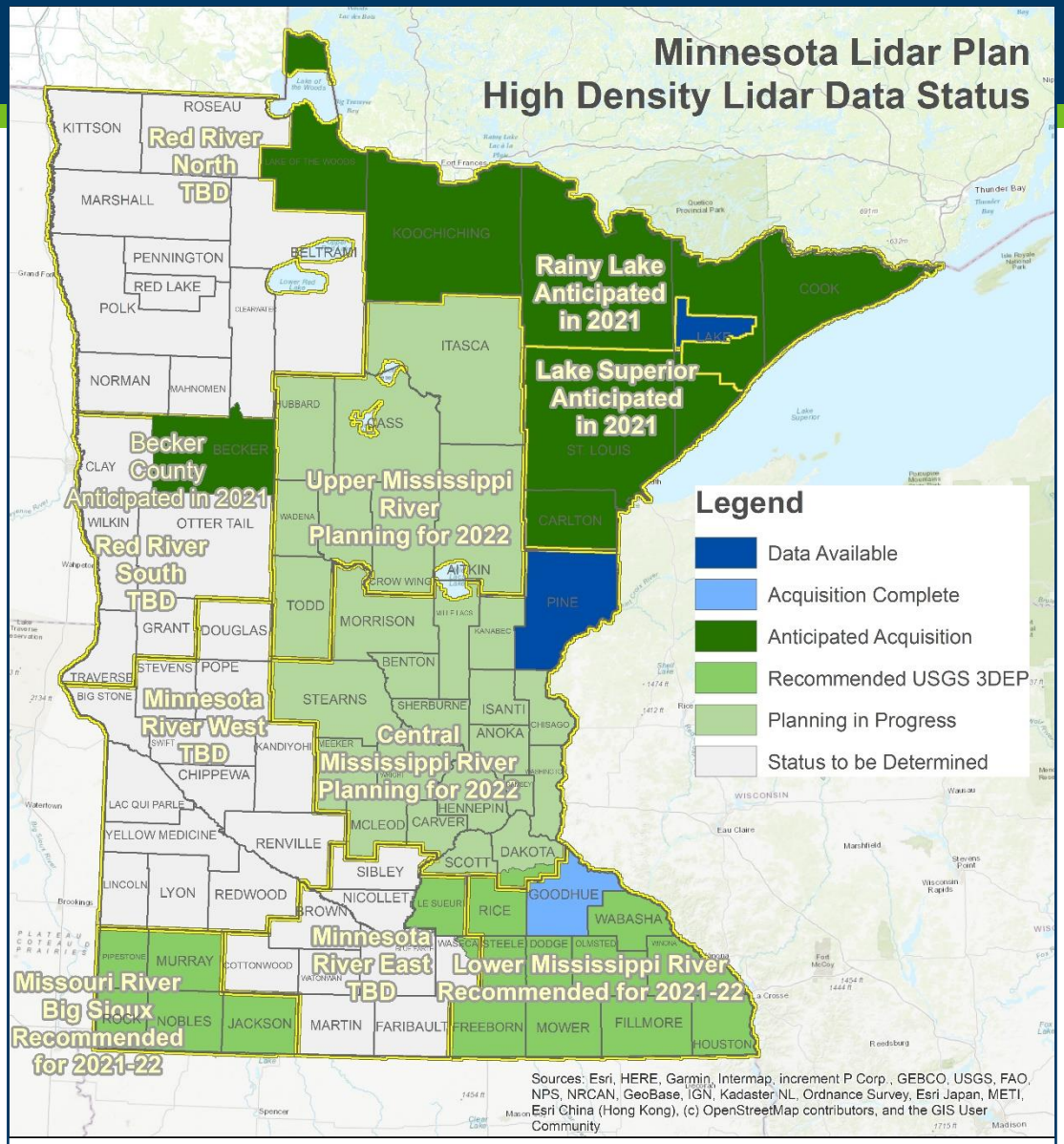
Lidar Acquisition: *Southern BAA – Missouri Big Sioux & SE Driftless Blocks*

- ORANGE=Not flown
- BLUE= Flown/Awaiting QC
- GREEN = QC accepted
- RED = re-flight needed
- First priority is getting the QL0 reflights done in Le Sueur Co, then the QL1 flight blocks.



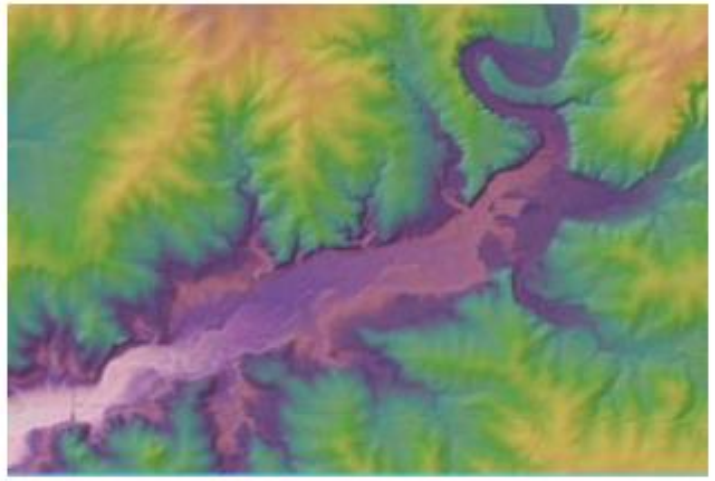

Planning in Progress

Lidar Acquisition Areas and Blocks of Interest



3DGeo Outreach: *LAA Coordination for BAA Submission*

Reminder: Upcoming Minnesota Lidar Plan Meetings



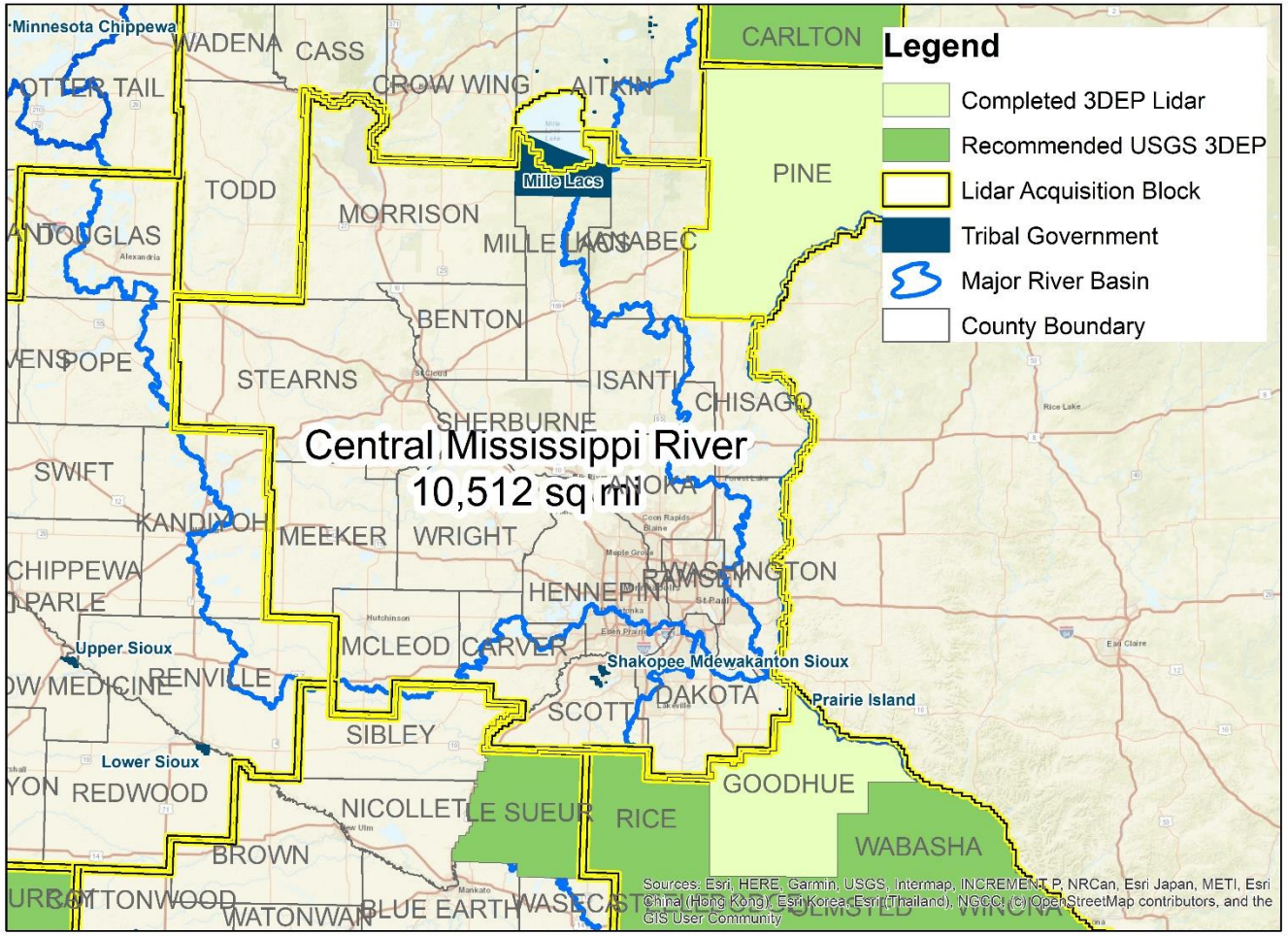
The Geospatial Advisory Council's 3D Geomatics (3DGeo) Data Acquisition Workgroup is working toward the collection of **new high density lidar data for Minnesota**. The Lidar StoryMap and the Minnesota Lidar Plan provide background information, and additional resources including Lidar Acquisition Area maps can be found on the Data Acquisition Workgroup webpage.

3DGeo will offer several online lidar meetings over the next few weeks. The upcoming meetings will focus on lidar acquisition planning and funding in specific Minnesota regions. See the map of lidar acquisition blocks to find your area:

- Upper Mississippi River: **Tuesday May 11, 2:00 pm - 3:30 pm**
- Central Mississippi River: **Thursday May 20, 9:00 am - 10:30 am**
- Minnesota River East and West: **Tuesday May 25, 2:00 pm - 3:30 pm**
- Red River North and South: June meeting, date/time TBD

To join any of these meetings, please RSVP to lidar@state.mn.us. Let us know which meetings you'd like to attend and we will send the WebEx invitations.

3DGeo Outreach: *Central Mississippi River (Metro) Block*



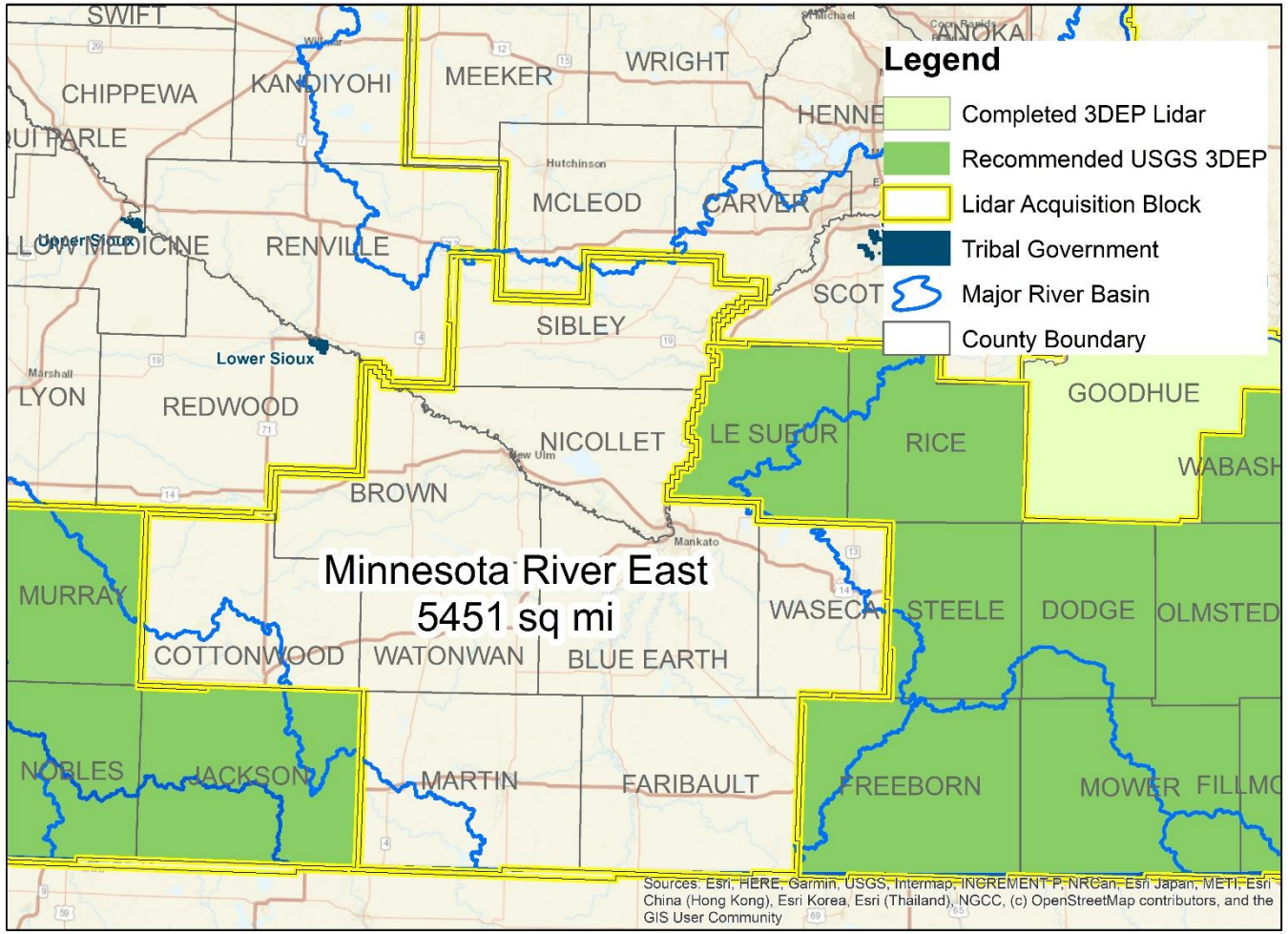
3DGeo stakeholder **outreach** Central Mississippi/Metro LAB

- 7th Metro Meeting held on April 29th
- Next meeting: May 20, 9AM

Estimated USGS 3DEP Contribution		Total Partner Contributions Needed	
%	$	%	$
40%	$1,362,355	60%	$2,043,533

10,512 square miles at **$324** per square mile = **$3,405,888** TOTAL

3DGeo Outreach: Minnesota River - East Block



Tribal boundaries data source: MnDOT, as per US Census Data September 2019

0 10 20 40 Mi

Map Date: April 26, 2021

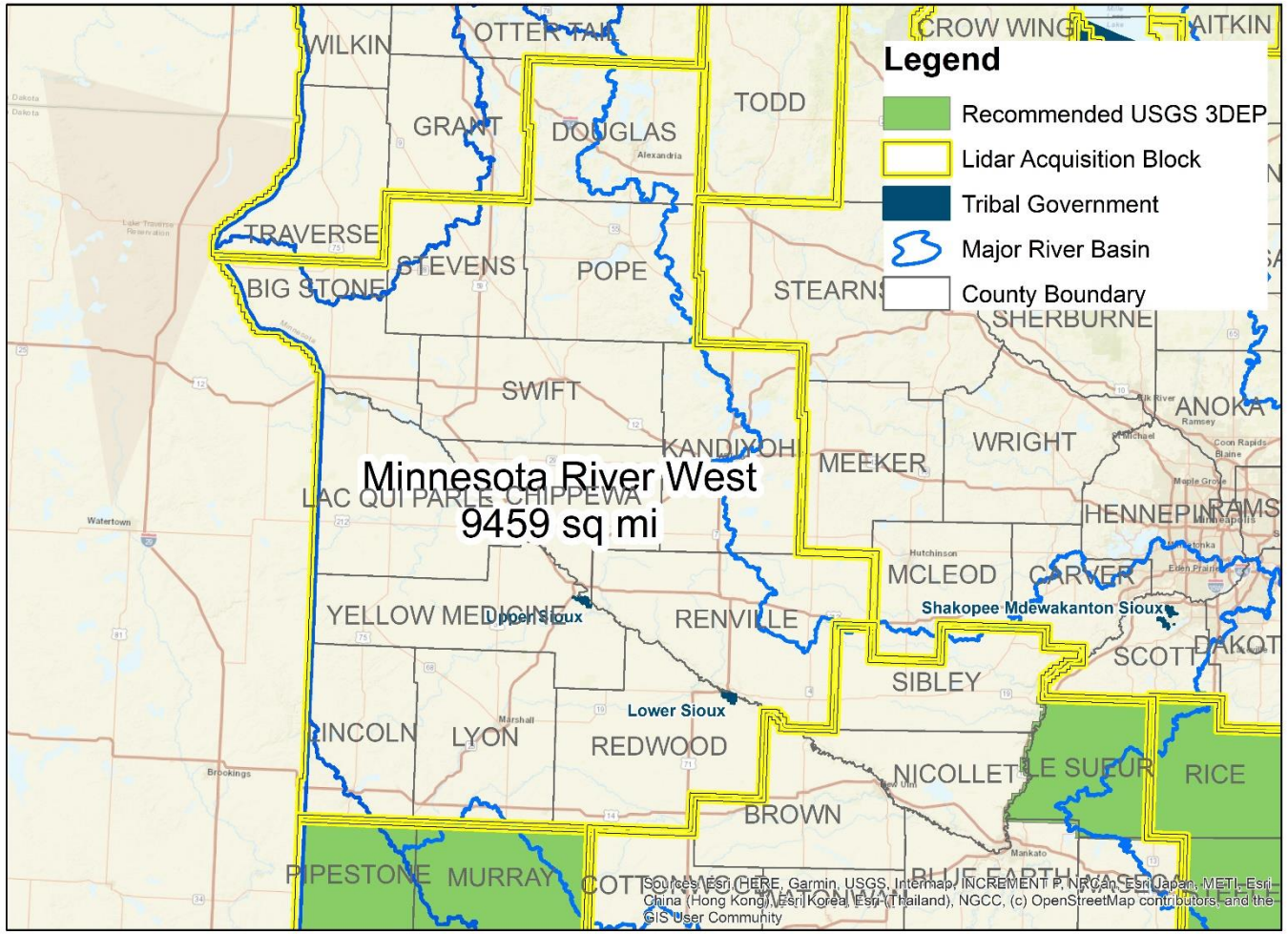
3DGeo stakeholder **outreach** has started in the MN River East Block

- Next meeting: May 25, 2PM

Estimated USGS 3DEP Contribution		Total Partner Contributions Needed	
%	$	%	$
40%	$718,747	60%	$1,078,121

5451 square miles Estimated at **$330** per square mile = **$1,796,868** TOTAL

3DGeo Outreach: Minnesota River - West Block



Tribal boundaries data source: MnDOT, as per US Census Data September 2019

0 10 20 40 Mi

Map Date: April 27, 2021

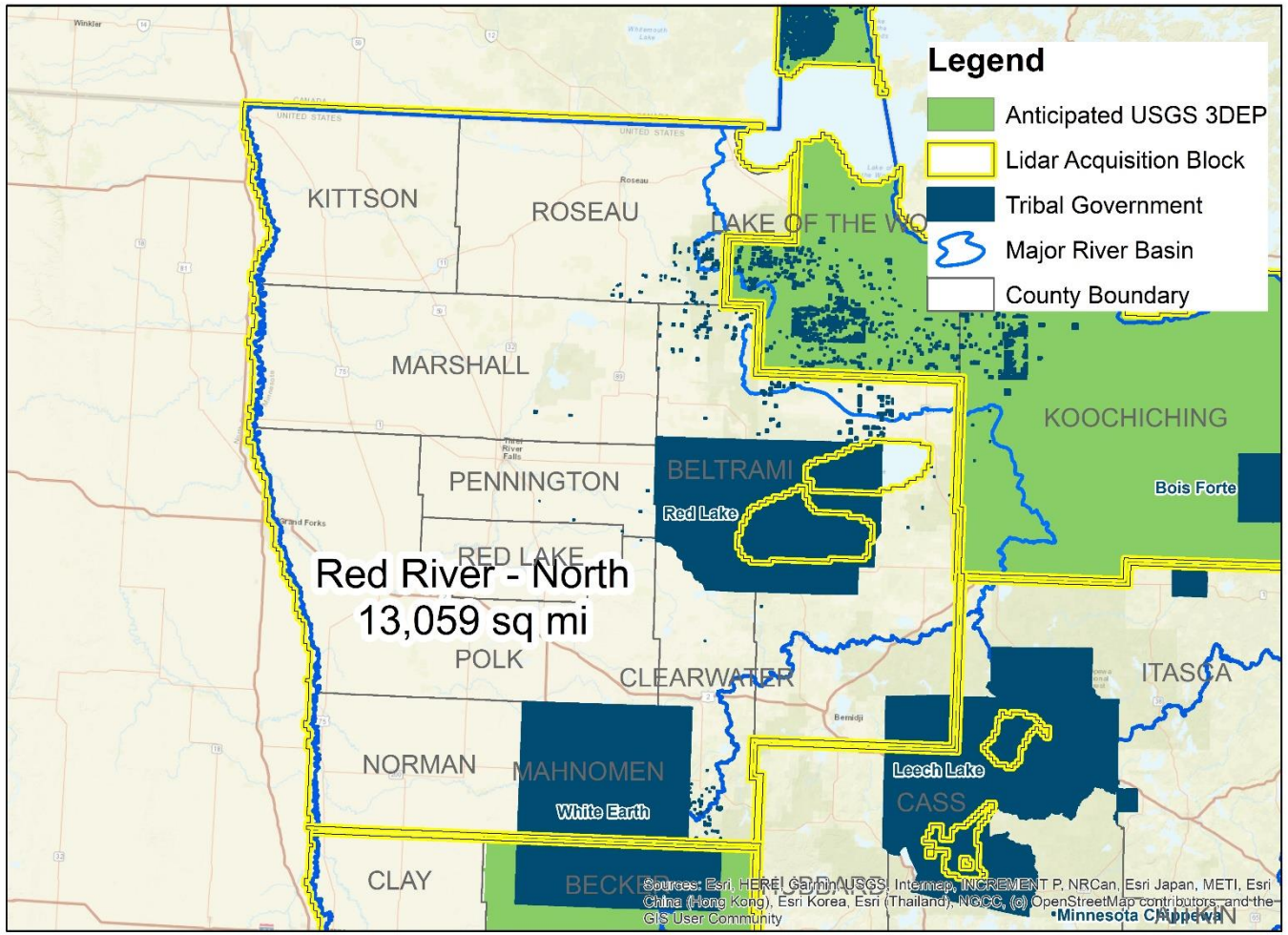
3DGeo stakeholder **outreach** has started in the MN River West Block

- Next meeting: May 25, 2PM

Estimated USGS 3DEP Contribution		Total Partner Contributions Needed	
%	$	%	$
40%	$1,228,043	60%	$1,842,065

9,459 square miles Estimated at **$324** per square mile = **$3,070,108** TOTAL

3DGeo Outreach: Red River - North Block



Tribal boundaries data source: MnDOT, as per US Census Data September 2019

0 10 20 40 Mi

Map Date: April 26, 2021

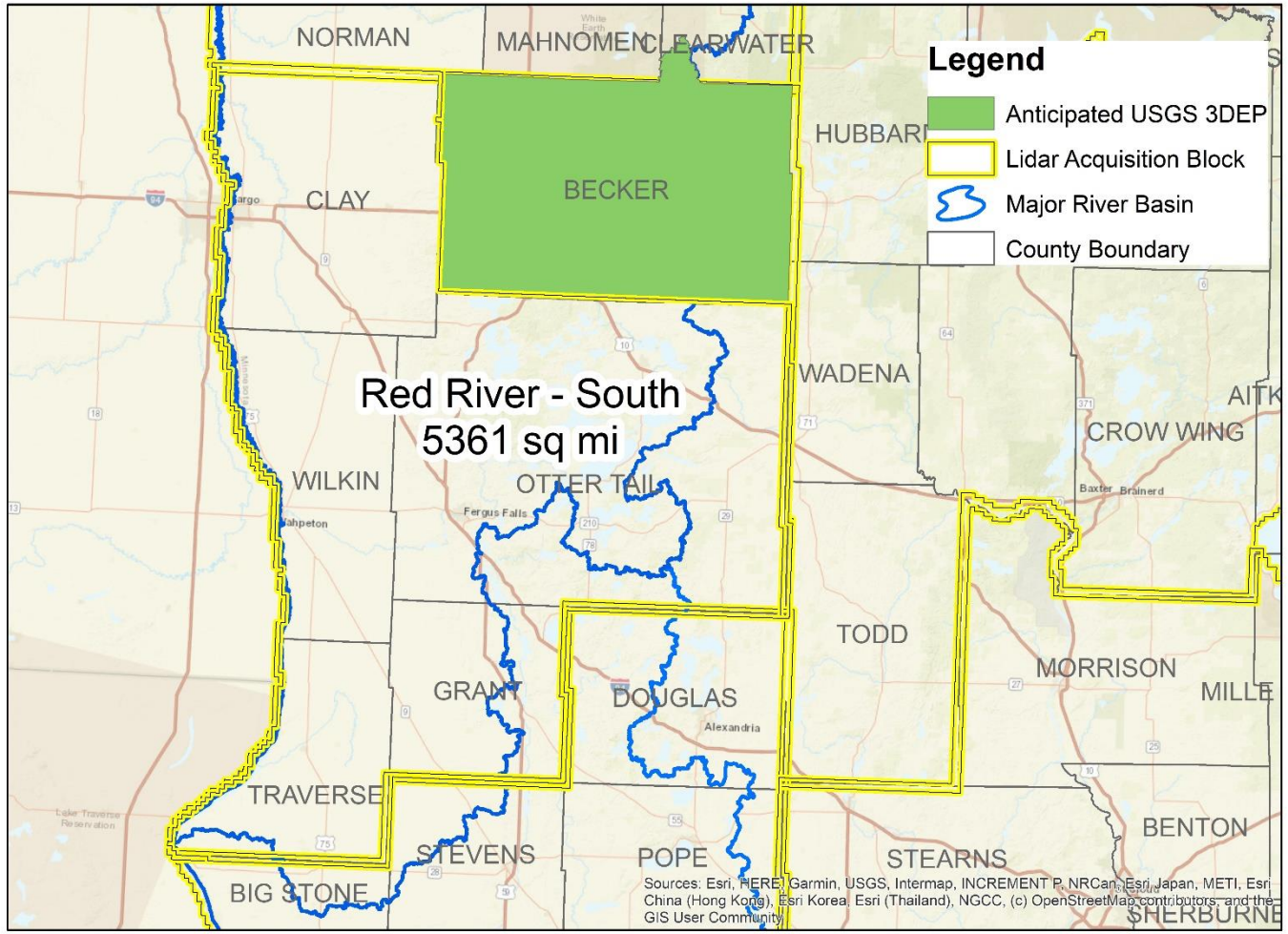
3DGeo stakeholder **outreach** has started in the Red River North LAB

- Next meeting: TBD (June)

Estimated USGS 3DEP Contribution		Total Partner Contributions Needed	
%	$	%	$
40%	$1,723,788	60%	$2,585,682

13,059 square miles Estimated at **$330** per square mile = **$4,309,470** TOTAL

3DGeo Outreach: Red River - South Block



Tribal boundaries data source: MnDOT, as per US Census Data September 2019

0 10 20 40 Mi

Map Date: April 26, 2021

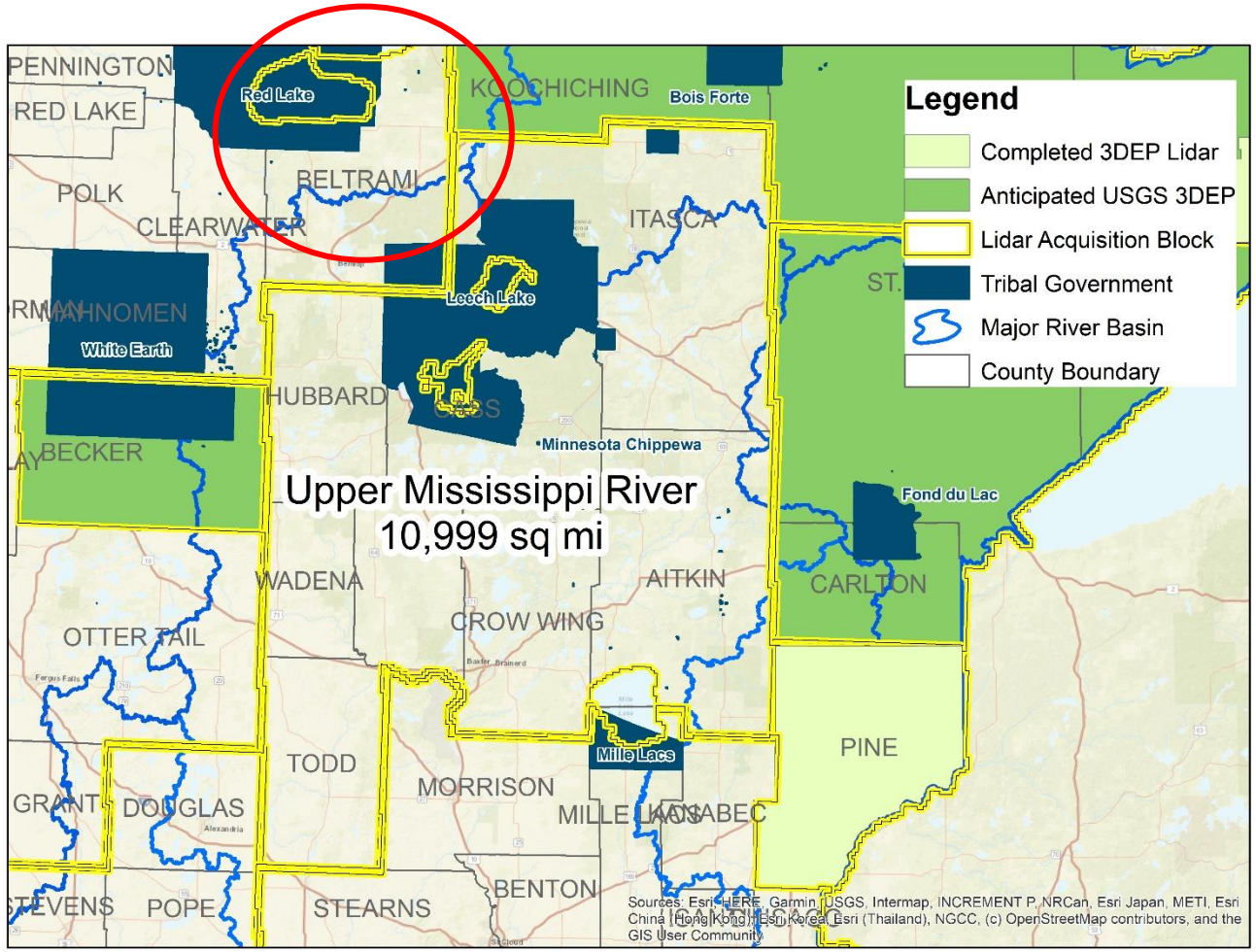
3DGeo stakeholder **outreach** has started in the Red River South LAB

- Next meeting: TBD (June)

Estimated USGS 3DEP Contribution		Total Partner Contributions Needed	
%	$	%	$
40%	$707,652	60%	$1,061,478

5,361 square miles Estimated at **$330** per square mile = **$1,769,130** TOTAL

3DGeo Outreach: *Upper Mississippi River (Central Lakes) Block*



Tribal boundaries data source: MnDOT, as per US Census Data September 2019

Map Date: April 27, 2021

3DGeo stakeholder **outreach** presentation this afternoon!!

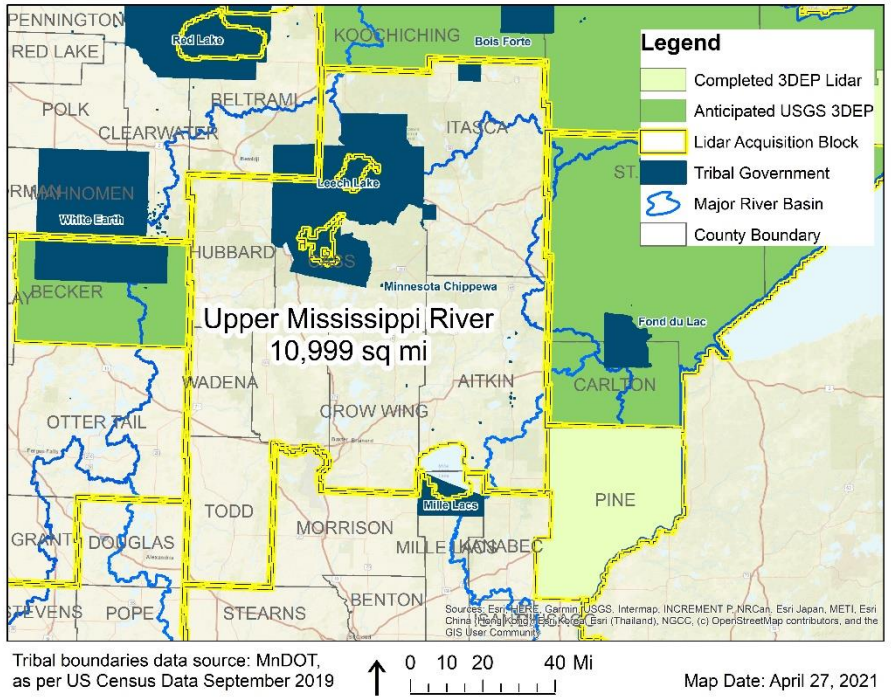
Estimated USGS 3DEP Contribution		Total Partner Contributions Needed	
%	$	%	$
40%	$1,451,868	60%	$2,177,802

10,999 square miles Estimated at **$330** per square mile = **$3,629,670** TOTAL

3DGeo Outreach: Partners and Funds Needed: Upper Mississippi River Lidar Acquisition Block

- Est TOTAL Funds Needed: $3,629,670
- Estimated using $330 per square mile for QL1
- 7 Counties - 10,999 sq mi

Contributors	Goal Request %	*Average Per County*	Goal Partnership Amount ($)
USGS	**40**		**1,451,868**
Partners	**60**		**2,177,802**
LAB Counties	*~ 30***	*$155,557*	*1,088,901*
All Others+	*~ 30***		*1,088,901*
QL1 Total	**100**		**3,629,670**



**This is an estimate, up to 30% of the TOTAL, and dependent on the Lidar Acquisition Block

+ May include Federal and State agencies, Offices, local governments, non-profits, and watershed management boards

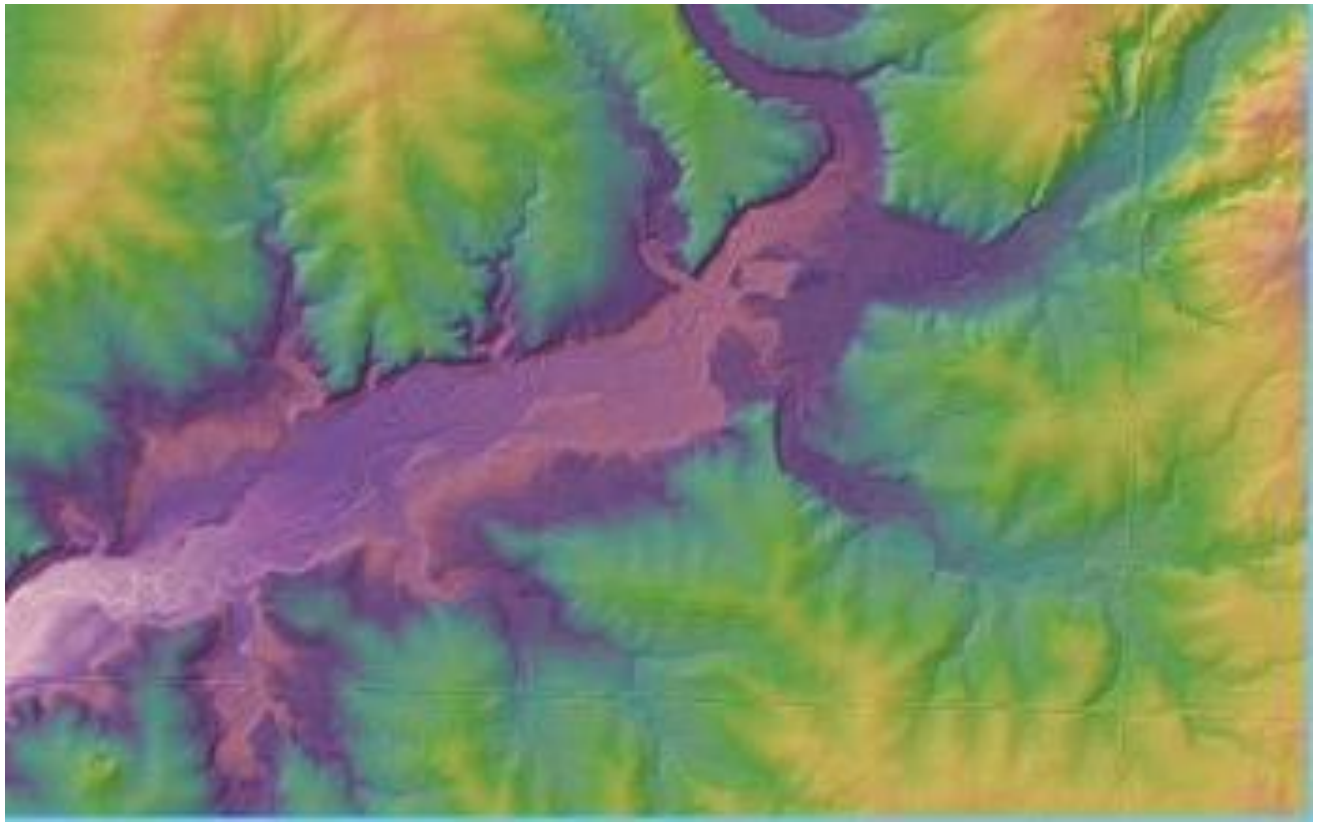


How:
You can Help

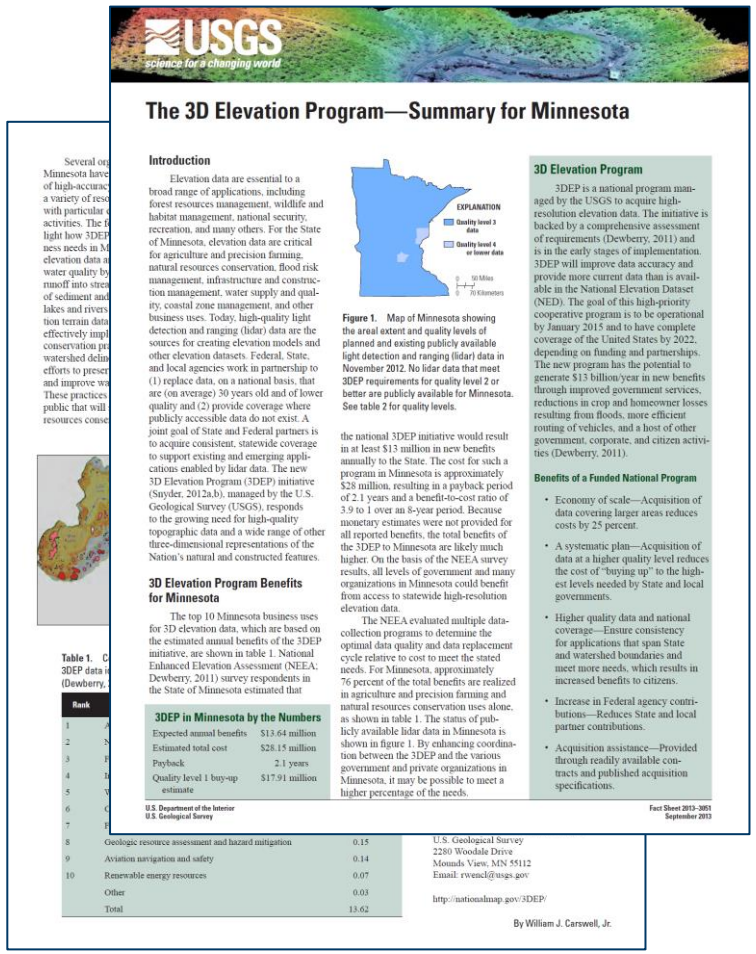
Upcoming Meetings

Upcoming Outreach Meetings

- Central Mississippi River LAB
  - May 20, 9:00 – 10:30 AM
- Minnesota River East & West LAB
  - May 25, 2:00 – 3:30 PM
- Red River North & South LAB
  - TBD



Outreach and Educational Materials



USGS science for a changing world

The 3D Elevation Program—Summary for Minnesota

Introduction

Elevation data are essential to a broad range of applications, including forest resources management, wildlife and habitat management, national security, recreation, and many others. For the State of Minnesota, elevation data are critical for agriculture and precision farming, natural resources conservation, flood risk management, infrastructure and construction management, water supply and quality, coastal zone management, and other business uses. Today, high-quality light detection and ranging (lidar) data are the sources for creating elevation models and other elevation datasets. Federal, State, and local agencies work in partnership to (1) replace data, on a national basis, that are (on average) 30 years old and of lower quality and (2) provide coverage where publicly accessible data do not exist. A joint goal of State and Federal partners is to acquire consistent, statewide coverage to support existing and emerging applications enabled by lidar data. The new 3D Elevation Program (3DEP) initiative (Snyder, 2012a,b), managed by the U.S. Geological Survey (USGS), responds to the growing need for high-quality topographic data and a wide range of other three-dimensional representations of the Nation's natural and constructed features.

3D Elevation Program Benefits for Minnesota

The top 10 Minnesota business uses for 3D elevation data, which are based on the estimated annual benefits of the 3DEP initiative, are shown in table 1. National Enhanced Elevation Assessment (NEEA; Dewberry, 2011) survey respondents in the State of Minnesota estimated that the national 3DEP initiative would result in at least $13 million in new benefits annually to the State. The cost for such a program in Minnesota is approximately $28 million, resulting in a payback period of 2.1 years and a benefit-to-cost ratio of 3.9 to 1 over an 8-year period. Because monetary estimates were not provided for all reported benefits, the total benefits of the 3DEP to Minnesota are likely much higher. On the basis of the NEEA survey results, all levels of government and many organizations in Minnesota could benefit from access to statewide high-resolution elevation data.

The NEEA evaluated multiple data-collection programs to determine the optimal data quality and data replacement cycle relative to cost to meet the stated needs. For Minnesota, approximately 76 percent of the total benefits are realized in agriculture and precision farming and natural resources conservation uses alone, as shown in table 1. The status of publicly available lidar data in Minnesota is shown in figure 1. By enhancing coordination between the 3DEP and the various government and private organizations in Minnesota, it may be possible to meet a higher percentage of the needs.

3DEP in Minnesota by the Numbers

Expected annual benefits	$13.64 million
Estimated total cost	$28.15 million
Payback	2.1 years
Quality level 1 buy-up estimate	$17.91 million

Figure 1. Map of Minnesota showing the areal extent and quality levels of planned and existing publicly available light detection and ranging (lidar) data in November 2012. No lidar data that meet 3DEP requirements for quality level 2 or better are publicly available for Minnesota. See table 2 for quality levels.

3D Elevation Program

3DEP is a national program managed by the USGS to acquire high-resolution elevation data. The initiative is backed by a comprehensive assessment of requirements (Dewberry, 2011) and is in the early stages of implementation. 3DEP will improve data accuracy and provide more current data than is available in the National Elevation Dataset (NED). The goal of this high-priority cooperative program is to be operational by January 2015 and to have complete coverage of the United States by 2022, depending on funding and partnerships. The new program has the potential to generate $13 billion/year in new benefits through improved government services, reductions in crop and homeowner losses resulting from floods, more efficient routing of vehicles, and a host of other government, corporate, and citizen activities (Dewberry, 2011).

Benefits of a Funded National Program

- Economy of scale—Acquisition of data covering larger areas reduces costs by 25 percent.
- A systematic plan—Acquisition of data at a higher quality level reduces the cost of "buying up" to the highest levels needed by State and local governments.
- Higher quality data and national coverage—Ensure consistency for applications that span State and watershed boundaries and meet more needs, which results in increased benefits to citizens.
- Increase in Federal agency contributions—Reduces State and local partner contributions.
- Acquisition assistance—Provided through readily available contracts and published acquisition specifications.

U.S. Department of the Interior
U.S. Geological Survey

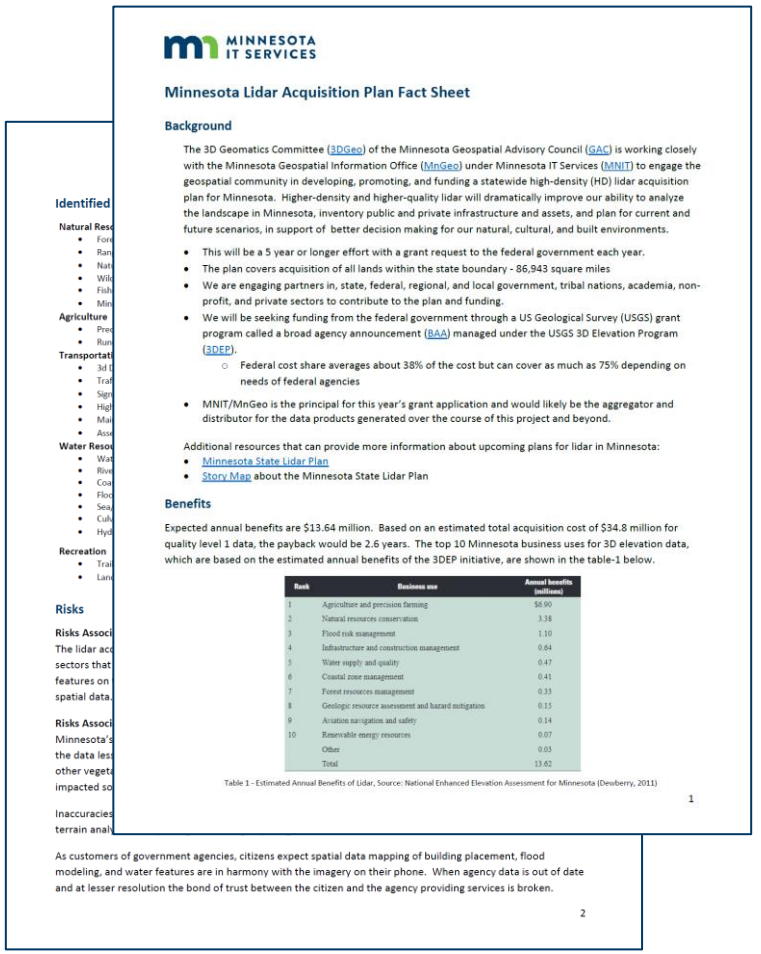
Fact Sheet 2013–3051
September 2013

U.S. Geological Survey
2280 Woodale Drive
Mounds View, MN 55112
Email: rwencl@usgs.gov

http://nationalmap.gov/3DEP/

By William J. Carswell, Jr.

Rank		
1	Agriculture and precision farming	0.90
2	Natural resources conservation	3.38
3	Flood risk management	1.10
4	Infrastructure and construction management	0.64
5	Water supply and quality	0.47
6	Coastal zone management	0.41
7	Forest resources management	0.33
8	Geologic resource assessment and hazard mitigation	0.15
9	Aviation navigation and safety	0.14
10	Renewable energy resources	0.07
	Other	0.03
	Total	13.62



MINNESOTA IT SERVICES

Minnesota Lidar Acquisition Plan Fact Sheet

Background

The 3D Geomatics Committee (3DGeo) of the Minnesota Geospatial Advisory Council (GAC) is working closely with the Minnesota Geospatial Information Office (MnGeo) under Minnesota IT Services (MNIT) to engage the geospatial community in developing, promoting, and funding a statewide high-density (HD) lidar acquisition plan for Minnesota. Higher-density and higher-quality lidar will dramatically improve our ability to analyze the landscape in Minnesota, inventory public and private infrastructure and assets, and plan for current and future scenarios, in support of better decision making for our natural, cultural, and built environments.

- This will be a 5 year or longer effort with a grant request to the federal government each year.
- The plan covers acquisition of all lands within the state boundary - 86,943 square miles
- We are engaging partners in, state, federal, regional, and local government, tribal nations, academia, non-profit, and private sectors to contribute to the plan and funding.
- We will be seeking funding from the federal government through a US Geological Survey (USGS) grant program called a broad agency announcement (BAA) managed under the USGS 3D Elevation Program (3DEP).
  - Federal cost share averages about 38% of the cost but can cover as much as 75% depending on needs of federal agencies
- MNIT/MnGeo is the principal for this year's grant application and would likely be the aggregator and distributor for the data products generated over the course of this project and beyond.

Additional resources that can provide more information about upcoming plans for lidar in Minnesota:

- Minnesota State Lidar Plan
- Story Map about the Minnesota State Lidar Plan

Benefits

Expected annual benefits are $13.64 million. Based on an estimated total acquisition cost of $34.8 million for quality level 1 data, the payback would be 2.6 years. The top 10 Minnesota business uses for 3D elevation data, which are based on the estimated annual benefits of the 3DEP initiative, are shown in the table-1 below.

Rank	Business use	Annual benefits (millions)
1	Agriculture and precision farming	$8.90
2	Natural resources conservation	3.38
3	Flood risk management	1.10
4	Infrastructure and construction management	0.64
5	Water supply and quality	0.47
6	Coastal zone management	0.41
7	Forest resources management	0.33
8	Geologic resource assessment and hazard mitigation	0.15
9	Aviation navigation and safety	0.14
10	Renewable energy resources	0.07
	Other	0.03
	Total	13.62

Table 1 - Estimated Annual Benefits of Lidar, Source: National Enhanced Elevation Assessment for Minnesota (Dewberry, 2011)

1

Identified

Risks

As customers of government agencies, citizens expect spatial data mapping of building placement, flood modeling, and water features are in harmony with the imagery on their phone. When agency data is out of date and at lesser resolution the bond of trust between the citizen and the agency providing services is broken.

2



MINNESOTA

Minnesota State Lidar Plan – Announcement

Overview

The Minnesota 3D Geomatics Committee and the State Geospatial Information Office, MnGeo, have developed a draft Lidar Plan for the State of Minnesota that will help guide the acquisition of new statewide lidar data over the next five years.

The State Lidar Plan seeks to outline collection timelines, standards, end user needs, products, and storage/dissemination methods.

Call to Action

Please contact us for more on the State Lidar Plan.

- Identify and share requirements and business use cases
- Provide your desired areas of interest and product needs
- Let us know if you can help provide matching funds
- Check out the draft State Lidar Plan and StoryMap on the web

Get involved: Contact https://www.mngeo.state.

Need for Lida

Lidar data prov making for ass to save costs i infrastructure, forestry. Lidar a multitude of

Funding Oppo

The USGS 3D E data and creat Nationwide. This program has been successful in our region, but our current lidar data does not meet the new specifications.

Every fall, the USGS has a call for proposals to apply for grant funding to match local partnerships. To receive federal funding, we must provide a non-federal funding match. We are currently reaching out to high quality lid be part of the

The quality lev and partner re point cloud, di others depend More informat and in the draf

MINNESOTA GEOSPATIAL ADV

Draft M

February 202

3D Geomatics Cor

Remotely Sensed

State Lidar Plan MINNESOTA

The Minnesota 3D Geomatics Committee and the State Geospatial Information Office, MnGeo, have developed a 5-year draft plan to help guide the acquisition of new statewide lidar data.

Deliverables proposed include a lidar point cloud, digital elevation model, canopy height model, and more depending on stakeholder needs and funding.

www.mngeo.state.mn.us/committee/3dgeo/

Get Involved!

- Let us know if you can help
- Share requirements and business use cases
- Provide areas of interest and product needs

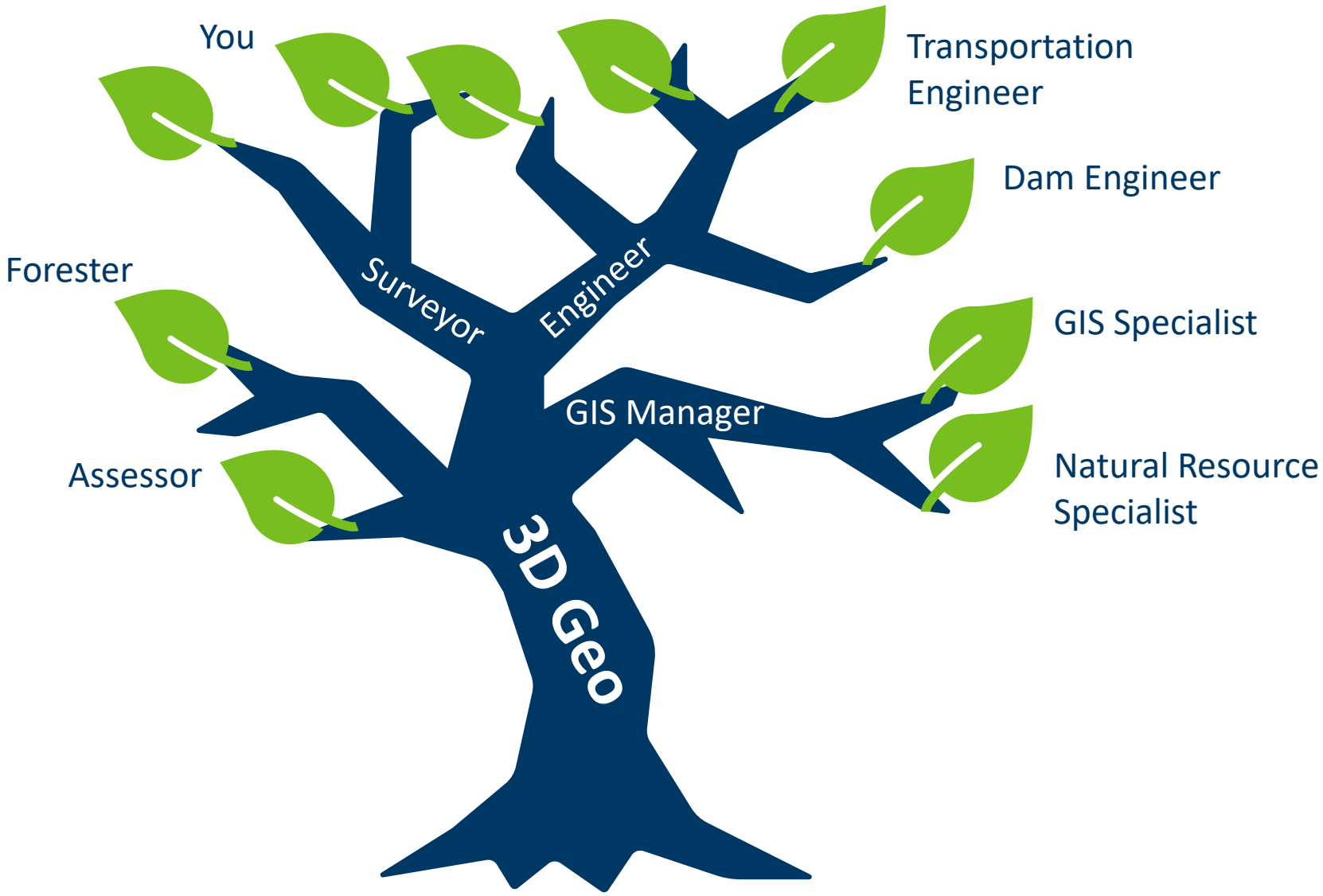
http://bit.ly/MnLidarPlanStoryMap

Next steps

You don't have to have money or be a decision maker to be a stakeholder . . .

You can be a voice of support . . .

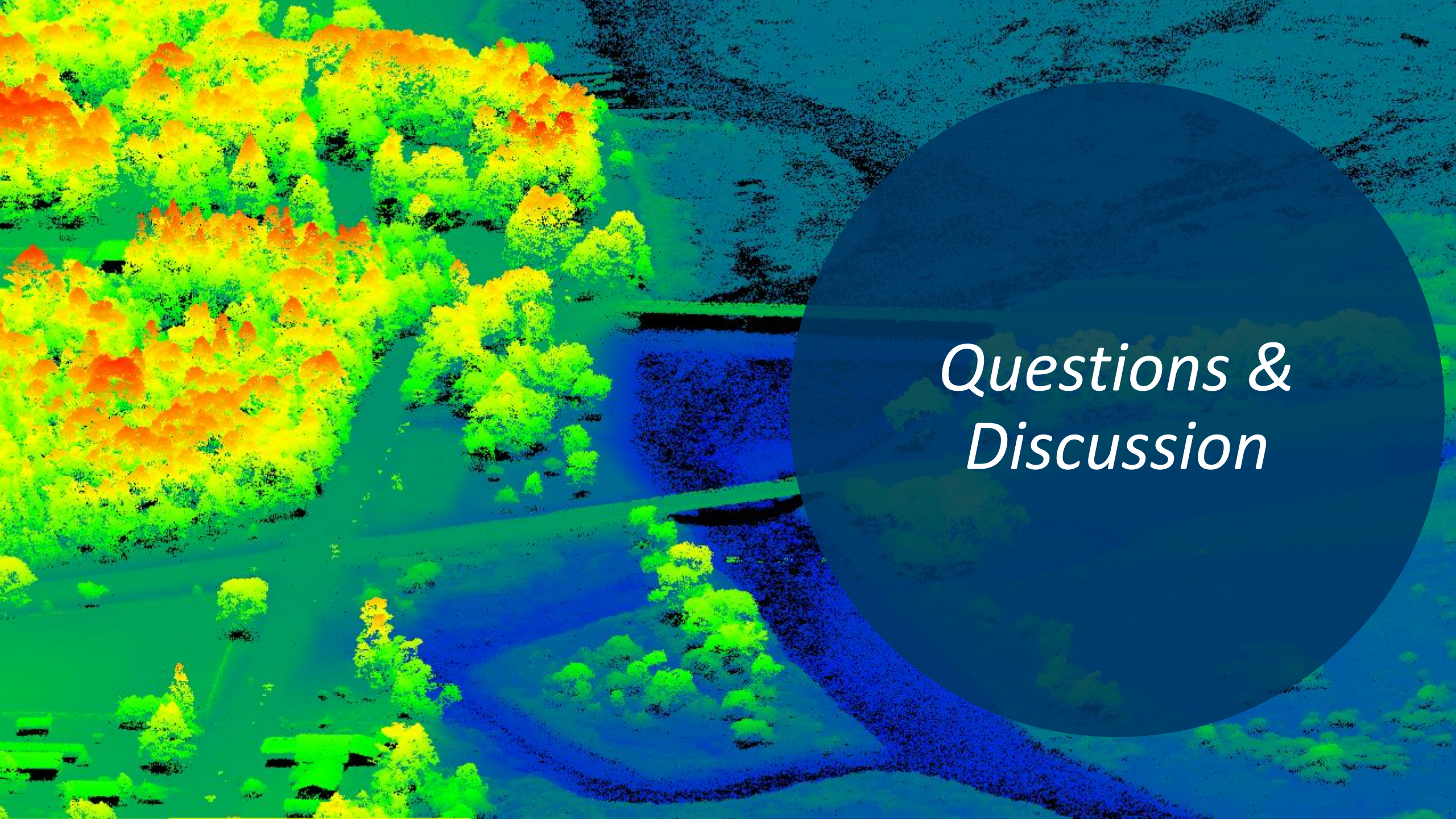
A collaborator



Next steps

- Partners are NEEDED to help fund lidar acquisition!!
- Check out the Lidar Plan & StoryMap
- Stay in touch
  - Email us: lidar@state.mn.us
  - Get on GovDelivery list: www.mngeo.state.mn.us/newsletter.html
  - Join a 3DGeo Workgroup!




Questions &
Discussion

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

Tuesday, July 20, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1673

DEPARTMENT: Administrative Services
TIME REQUESTED: 10 Minutes
PRESENTER: MSSI Representative

AGENDA ITEM:
Jail Cell Design Update

BOARD ACTION REQUESTED:
Receive update from Cornerstone regarding jail cell design and tour of a mobile mock cell module.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**