

# Pennington County Human Service Committee

## Meeting Agenda

June 20, 2023

12:00 pm

Members Present

\_\_\_\_\_ Bruce Lawrence      \_\_\_\_\_ Dave Sorenson      \_\_\_\_\_ Seth Nelson  
\_\_\_\_\_ Neil Peterson                      \_\_\_\_\_ Roy Sourdif

### Section A

- I. Minutes: Review of 05/16/2023 HSC Meeting minutes
- II. Personnel:
  - A. Update on Social Work/Disability Wavier Position
  - B. Update on Case Aide Position
  - C. Update on Eligibility Worker Position
  
- IV. General:
  - A. CY 2024 Clinical Supervision Purchase of Service Agreement between Sherry Jose-Sobolik and Pennington County Human Services.
  - B. Child Protection Opioid Allocation
  - C. UCare Audit
  - D. CY 2023-2024 Supervised Visitation and Visitation Exchange Purchase of Service Agreement between the Violence Intervention Project and Pennington County Human Services.
  - E. Out-of-Home Cost Report
  - F. Month's End Cash Balance
  - G. Other

### Section B

- I. Special Case Situations (Social Services)
- II. Income Maintenance Update
- III. Special Case Situations (Public Assistance)
- IV. Payment of Bills

### Section C

- I. Dates of Upcoming Committee Meetings:

07/18/2023  
12:00 pm

08/15/2023  
12:00 pm

09/19/2023  
12:00 pm

A regular meeting of the Pennington County Human Service Committee was held at 12:00 pm, May 16, 2023, at the Pennington County Justice Center.

**COMMITTEE MEMBERS PRESENT:**

Seth Nelson  
Bruce Lawrence  
Roy Sourdif  
Dave Sorenson

**STAFF MEMBERS PRESENT:**

Julie Sjostrand, Director  
Tammy Johnson  
Stacy Anderson  
Mitch Anderson

**SECTION A**

I. **MINUTES:**

The April 18, 2023, Human Service Committee Meeting Minutes were electronically posted for review. Noting no corrections or changes, a recommendation was made to forward the Minutes to the Consent Agenda.

II. **PERSONNEL:**

- A. The Director presented an update on the Social Work/Disability Position.
- B. The Director presented an update on the Case Aide Position.
- C. The Director announced the resignation of Mykael Dembiczak, Eligibility Worker effective June 7, 2023. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.
- D. The Director presented a request to post, interview and hire for the Eligibility worker position vacancy. Recommendation was made to forward this item to the Consent Agenda.

III. **GENERAL:**

- A. The Director presented an ESSA (Every Student Succeeds Act) Agreement between Thief River Falls ISD# 564 and Pennington County Human Services. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.
- B. Mitch Anderson presented on the BC/BS audit and the UCare audit.
- C. Tammy Johnson presented Pennington County performance Report Cash Assistance and SNAP Timeliness Measures for April 2023. Upon Conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.
- D. The Out-of-Home Cost Report through March 2023 was presented for Review.
- E. The month's end cash balance for March 2023 stands at \$ 3,338,694.34.

**SECTION B**

- I. No Social Service cases were presented for special case review.

- II. Tammy Johnson, Financial Assistant Supervisor presented the Emergency Assistance/Emergency General Assistance April 2023 report of activity. She reported the Income Maintenance open case count stands at 2096.
- III. No Income Maintenance cases were presented for special case consideration.
- IV. A listing of bills presented for payment was reviewed. A recommendation for payment of the bills was forwarded to the Consent Agenda.

**SECTION C**

Be it resolved that the foregoing record is a true and accurate recording of the official actions and recommendations of the Human Service Committee for Pennington County and, as such, constitutes the official minutes thereof.

Chair: \_\_\_\_\_

Attest: \_\_\_\_\_

NEXT COMMITTEE MEETING: June 20, 2023, at 12:00 p.m.

## PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT made and entered into by and between Pennington County Human Services, 318 Knight Ave. N., Thief river Falls, MN 56701 (Agency) and Sherry Jose-Sobolik, P.O. Box 336, Thief River Falls, MN 56701 (Provider).

WHEREAS: The provider is qualified and able to provide Comprehensive Assessments and Mental Health-Targeted Case Management clinical supervision services, and

WHEREAS: The Agency desires to purchase clinical supervision services from the Provider,

NOW, THEREFORE: The Agency and Provider agree as follows;

- I.
  - A. The Agency will purchase, and the Provider will provide Comprehensive Assessments and Mental Health-Targeted Case Management Clinical Supervision.
  - B. Provider will provide proof of credentialing and maintain clinical supervision qualifications for the duration of this agreement.
  - C. The Agency will determine the frequency, length and duration of purchased services.
  - D. The Agency and Provider will confer and mutually agree upon service expectations and mode of service delivery.
  
- II. Payment:
  - A. Provider will be reimbursed at the rate of \$85.00/hour.
  - B. Provider will submit claims for work performed via an itemized invoice.
  - C. Claims will be processed according to standard Agency protocol and within 30 days of receipt of service invoice.
  - D. This agreement will not provide a guaranteed minimum amount over the term of the agreement.
  
- III. Independent Contractor: The Agency and Provider agree that the status of the Provider under this agreement is that of independent contractor. The Provider, while engaged in the performance of any services provided to the Agency, shall not be considered an employee of the Agency.
  
- IV. Insurance: Agency and Provider are responsible for their own liability insurance coverage. Provider will hold harmless Pennington County and Pennington County Human Services from liability, loss damages, costs or expenses which may be claimed against the County arising out of the performance of the Provider.
  
- V. HIPAA and safeguarding of Client Information: It is understood that identifying client information will not be shared between Agency and Provider. If such disclosure becomes

necessary, it will be done so under a duly authorized release of information and that the maintenance of shared information will follow HIPAA and Data Privacy protocols.

VI. Duration of Agreement: This agreement will commence upon signature of the parties and will be effective 01/01/2024 through 12/31/2024. Any modifications or alterations to this agreement will only become valid when they have been reduced to writing and signed by the parties. Early termination of this agreement, by any party, shall be valid upon 45 (forty-five) days written notice.

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County Board Chair

Date

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Provider

Date

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Agency Director

Date

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Pennington County Attorney

Date

CHILDREN AND FAMILY SERVICES – CHILD SAFETY AND PERMANENCY

# Child Welfare opiate allocation – agency plan

## County/tribal agency contact information

COUNTY/TRIBAL AGENCY NAME Pennington County Human Services		CONTACT PERSON Julie Sjostrand	
STREET ADDRESS 318 Knight Ave. N		CITY Thief River Falls	STATE MN
		ZIP CODE 56701	
PHONE NUMBER 218-681-2880	EMAIL ADDRESS jasjostrand@co.pennington.mn.us		
BUDGET PERIOD January 1, 2023 - December 31, 2023			TOTAL AMOUNT \$33,796.00

## Budget information

Identify the service/program/staff that funding is being used for:

SERVICE/PROGRAM Flexible spending	
DESCRIPTION Flexible spending will provide services for families affected by addiction to access much needed resources.	
BUDGET FOR THIS PROGRAM/SERVICE \$33,796.00	WHAT SPECIFIC POPULATION(S) IS/ARE BEING SERVED WITH THIS FUNDING? Families affected by Drugs and Out of Home Placement.
HOW MANY CHILDREN AND FAMILIES WILL BE SERVED? 10 families will be served in Pennington County	
DESCRIBE HOW IDENTIFIED POPULATIONS WILL BE REACHED Caseworkers will reach out to families who are being currently served including reaching out to past families in SSIS	
HOW WILL EQUITY/DIVERSITY/INCLUSION BE ADDRESSED WITH THIS PROGRAM/SERVICE? We will be doing out reach to families and addressing programs and services that are cultural inclusive.	

*Add new service*

## Assurances

What procedures are in place to ensure that program funds are being used appropriately, as directed in law?  
Check all that apply.

- Budget control procedures for approving expenditures
- Cash management procedures for ensuring program income is used for permitted activities
- Implement internal policies regarding use of funds
- Other

DESCRIBE:  
In fiscal Director signs off on bills and the bills proceed to fiscal supervisor. Child Protection Supervisor signs off as well.

What procedures are in place to ensure program policies are followed and applied accurately?

Check all that apply.

- Case Consultation
- Sample case review by workers
- Sample case review by supervisors
- Other

PLEASE DESCRIBE:  
 Supervisor and Caseworkers consult once a week on all cases and as ongoing basis if needed., County attorney meeting consult is ongoing once a week to review court cases for the following week and any ongoing cases to review. Law Enforcement will meet with Child Protection staff if needs arise in situations in ongoing case management. Child Protection meets with advocates in ongoing case management.

**Assurances**

It is understood and agreed by the county/tribal board that:

- Funds granted pursuant to this service agreement will be expended solely for the purposes outlined in Minnesota Statutes, section 256.043, subdivision 3(b) and as outlined in the Opiate Account bulletin;
- Annual reports will be made to the commissioner of the Minnesota Department of Human Services on how funds were used to provide child protection services, including measurable outcomes, as determined by the commissioner, and that documentation is subject to audit;
- Funds must not supplant state or local funding for child protection services for children and families affected by addiction; and
- The allocation is funded with state funds and paid quarterly.

The Award amount for the period of July 1, 2020 – December 31, 2020 will be published with the bulletin.

By checking here, I agree to the assurance statement above.

By checking "I agree" and typing my name in the "Electronic Signature" field, I understand that I am electronically signing this form. In addition, I attest and certify that I have verified the profile change against an acceptable form of identification and that the information provided above is true and accurate. I understand that my electronic signature has the same legal effect and can be enforced in the same way as a handwritten signature. (MN Stat. §325L.07)

<input type="checkbox"/> I agree	ELECTRONIC SIGNATURE (type name) Julie Sjostrand	DATE 6/1/2023
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**DHS staff approval:**

By checking "I agree" and typing my name in the "Electronic Signature" field, I understand that I am electronically signing this form. In addition, I attest and certify that I have verified the profile change against an acceptable form of identification and that the information provided above is true and accurate. I understand that my electronic signature has the same legal effect and can be enforced in the same way as a handwritten signature. (MN Stat. §325L.07)

<input type="checkbox"/> I agree	ELECTRONIC SIGNATURE (type name)	DATE
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Budget Period: January 1, 2023 - December 31, 2023

Service/Program	Budget
Flexible spending	\$33,796.00
Total:	\$33,796.00

## PURCHASE OF SERVICE AGREEMENT

Pennington County Human Services, PO Box 340, Thief River Falls MN 56701, hereafter referred to as The “Agency”, and Violence Intervention Project, 1911 East Greenwood Street, P.O. Box 96, Thief River Falls, MN 56701, hereafter referred to as the “Contractor”; enter into this agreement for the period from June 8, 2023 to December 31, 2024.

WITNESSETH

WHEREAS, the Agency, pursuant to Minnesota Statutes, section 373.01, 373.02, and 256E.08 wishes to purchase program services from the Contractor; and

WHEREAS, the Contractor represents that it is duly qualified and willing to perform such services;

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and Contractor agree as follows:

### 1. Contractor Duties:

A. The Agency agrees to purchase, and the Contractor agrees to furnish the following:

- |    |                                |   |
|----|--------------------------------|---|
| 1) | Supervised Visitation Services | \$36.00/hr. (1 hr. minimum and billed in ½ hr. increments after 1 <sup>st</sup> hour) |
| 2) | Visitation Exchange Services   | \$12.00/ exchange   |
| 3) | Use of Visitation room         | \$25.00/hr. (1 hr. minimum billed in ½ hr. increments after 1 <sup>st</sup> hour)     |
| 4) | Service Intake                 | \$25.00/parent  |

B. The Contractor will provide written visitation summaries to the Agency for Agency referred clients. Summaries will be presented timely in 48 hours after visitation in accordance with the client’s service plan.

C. The Contractor shall within ten days written notice, notify the agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of Purchased Services. Upon such notification, the Agency shall determine whether such inability will require modification or cancellation of said contract.

### 2. Cost of Delivery of Purchased Services:

A. The unit cost of providing services to reimbursement eligible clients shall be as noted in 1a.

B. The Contractor certifies that the services to be provided under this agreement are not available without cost to eligible clients. The Contractor further certifies that payment claims for Purchased Services will be in accordance with rates of payment that do not exceed amounts reasonable and necessary to assure quality of service.

C. Purchased services will be provided at Umbrella Tree Children's Safety Center, Thief River Falls, MN 56701.

**3. Eligibility for Services:**

The parties understand and agree that the eligibility of the client to receive the Purchased Services is to be determined in accordance with eligibility criteria established by the Agency. The parties understand and agree that the Agency shall determine preliminary and final eligibility.

A. It is understood and agreed by the parties that, for fee eligible recipients, fees shall be charged and collected in accordance with the fee policy and schedules adopted by the County Board of Commissioners.

B. The Contractor shall not charge any program or service fee to social services eligible clients except in accordance with a. above.

**4. Individual Service Plan:**

The parties understand and agree that all services provided to eligible recipients under the terms of this contract shall be in accordance with the Agency Social Service Plan developed with, for and on behalf of the individual client.

Performance of the Contractor will be monitored in accordance with client outcomes as specified in the Individual Social Service Plan goals and objectives.

**5. Payment for Purchased Services:**

A. When applicable, the Agency or county of financial responsibility shall pay the Contractor within thirty (30) days of the date of the receipt of a vendor service voucher or invoice from the Contractor for services provided and billed in accordance with the provisions of this contract.

B. The Agency or county of financial responsibility shall pay the Contractor based on the approved unit of cost for each authorized service times the number of units provided to each eligible person up to the number of units of service authorized in writing by the county of financial responsibility in accordance with Minnesota Rules, part 9525.0065, 9525.1850, and 9525.1910.

C. The Contractor agrees not to include in the charges for services any administrative or service costs assignable to private pay or third party pay sources.

D. The Agency or county of financial responsibility will be responsible to pay for all canceled visits or exchanges unless the Contractor was the one to cancel.

**6. Audit and Record Disclosures:**

The Contractor shall:

A. Allow personnel of the Agency, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.

B. Maintain all records pertaining to the contract at 1911 East Greenwood Street, Thief River Falls, MN 56701, for four years for audit purposes.

**7. Safeguard of Client Information:**

The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Laws of Minnesota Chapter 13, or for any purposes not directly connected with the Agency's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

**8. HIPAA**

(When Applicable)The Contractor provides assurances to the Agency that it will comply with Health Information Portability and Accountability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that all IIHI be: appropriately safeguarded; and misuse of IIHI will be reported to the Agency; secure satisfactory assurances from any subcontractor; grant individuals access and ability to amend their IIHI; make available an accounting of disclosure; release applicable records to the Agency or Department of Human Services if requested; and upon termination, return or destroy all IIHI in accordance with conventional record practices.

**9. Equal Employment Opportunity and Civil Rights and Nondiscrimination**

(When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504; (When applicable) Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1982). This section shall not apply if the grant is for less than \$50,000.00, and

the Contractor has employed twenty or less full-time employees during the previous 12 months.

**10. Fair Hearing and Grievance Procedures:**

The Agency agrees to provide for a fair hearing and grievance procedure in conforming to Minnesota Statutes, section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

**11. Bonding, Indemnity, Insurance, and Audit Clauses:**

A. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, cost or expenses which may be claimed against the Agency or Contractor;

1) By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for/by the Contractor or his assigns; or

2) By reason of any service client's causing injury to, or damage to, the property of another person during any time when the Contractor or his assigns, or employee thereof has undertaken or is furnishing the care and service called for under this agreement.

B. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the terms of this contract, have and keep in force a liability insurance policy in the amount of Five Hundred Thousand Dollars ( \$500,000) for bodily injury or property damage to any one person and One Million Five Hundred Thousand (\$1,500,000) for total injuries or damages arising from any one occurrence. See Minnesota Statutes, section 3.736 Subd. 4 (c). The County and the Department must both be named as additional insured and shall be sent a current certificate of insurance per Minnesota statutory requirements. If applicable, the Contractor must also maintain professional liability insurance with a minimum aggregate amount of \$1,000,000.

C. Audit: The Contractor agrees that within 60 days of the close of its fiscal year an audit will be conducted by a Certified Public Accounting Firm that will meet the requirements of the Single Audit Act of 1984, P.L. 98-502 and Office Management and Budget, Circular No A-128. After completion of the audit, a copy of the audit report must be filed with the Agency.

**12. Contractor Debarment, Suspension and Responsibility Certification**

Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Contract, The Contractor Certifies That It And Its Principals\* And Employees:

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

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

Directions for On Line Access to Excluded Providers:

- To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at [www.dhhs.gov/progorg/oig/](http://www.dhhs.gov/progorg/oig/) . If you do not have access to the website, and/or need the information in an alternative format, contact \*\*\*\*\*Contract Manager, Clay County Human Services at (218) \*\*\*\*\*.

**13. Conditions of the Parties' Obligations:**

A. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.

B. This agreement may be canceled by either party at any time, with or without cause, upon 30 days' notice, in writing, delivered by mail or by person.

C. Before the termination date specified in Section 1 of this agreement, the Agency may evaluate the performance of the Contractor in regard to terms of this agreement to determine whether such performance merits renewal of this agreement.

D. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.

E. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the agreement.

F. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.

**14. Subcontracting:**

The Contractor shall not enter into subcontracts for any of the goods and services contemplated under this agreement without written approval of the Agency. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

**15. Miscellaneous:**

A. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social agency relating to the subject matter hereof.

B. Extensions: This contract may be extended for a period of six months, at the option of the county. If the county desires to extend the term of the contract it shall notify the provider in writing at least sixty days before the expiration of the contract. All terms of this contract will remain in effect pending execution of a contract amendment, execution of a new contract or notice of termination as provided under Section II.

**APPROVED AS TO FORM AND EXECUTION**

BY \_\_\_\_\_ DATED: \_\_\_\_\_ 20\_\_\_\_  
County Attorney

BY \_\_\_\_\_ DATED: \_\_\_\_\_ 20\_\_\_\_  
Dir. Clay County Human Services

BY \_\_\_\_\_ DATED: \_\_\_\_\_ 20\_\_\_\_  
Clay County Board of Commissioners

BY \_\_\_\_\_ DATED: \_\_\_\_\_ 20\_\_\_\_  
Chairperson of Board of \_\_\_\_\_  
Contractor

BY \_\_\_\_\_ DATED: \_\_\_\_\_ 20\_\_\_\_  
Director of Contracting Agency

Pennington County Human Services  
 Out Of Home Placement Costs  
 Year Ending December 31, 2023 & 2022

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	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	YTD	YTD 2022	Change
<b>Expense</b>															
Foster Care	9,815.41	13,575.14	15,388.17	-	-	-	-	-	-	-	-	-	38,778.72	50,627.26	-23.4%
Rule 4	1,271.00	4,743.00	7,162.00	-	-	-	-	-	-	-	-	-	13,176.00	10,719.42	22.9%
Rule 8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rule 5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Corrections	30,824.97	-	71,976.09	-	-	-	-	-	-	-	-	-	102,801.06	34,473.00	198.2%
Adoption Aid	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Totals</b>	<b>41,911.38</b>	<b>18,318.14</b>	<b>94,526.26</b>	<b>-</b>	<b>154,755.78</b>	<b>95,819.68</b>	<b>61.5%</b>								
<b>Revenue</b>															
Reimburse	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
MH Recovery	15,917.31	8,060.67	7,200.69	-	-	-	-	-	-	-	-	-	31,178.67	19,374.40	60.9%
4E Recovery	-	45,094.00	-	-	-	-	-	-	-	-	-	-	45,094.00	-	-
NFC Settlement	-	-	-	-	-	-	-	-	-	-	-	-	-	227.44	-100.0%
<b>Totals</b>	<b>15,917.31</b>	<b>53,154.67</b>	<b>7,200.69</b>	<b>-</b>	<b>76,272.67</b>	<b>127.37</b>	<b>59782.8%</b>								
<b>Net Expense</b>	<b>25,994.07</b>	<b>(34,836.53)</b>	<b>87,325.57</b>	<b>-</b>	<b>78,483.11</b>	<b>95,692.31</b>	<b>-17.98%</b>								

<b>2022 Totals</b>	<b>30,100.61</b>	<b>18,617.74</b>	<b>27,499.49</b>	<b>25,468.84</b>	<b>18,879.74</b>	<b>19,298.96</b>	<b>35,873.39</b>	<b>14,607.31</b>	<b>67,207.41</b>	<b>17,915.15</b>	<b>23,644.04</b>	<b>52,765.30</b>			
<b>YTD Change</b>	<b>(4,106.54)</b>	<b>(57,560.81)</b>	<b>2,265.27</b>	<b>(23,203.57)</b>	<b>(42,083.31)</b>	<b>(61,382.27)</b>	<b>(97,255.66)</b>	<b>(111,862.97)</b>	<b>(179,070.38)</b>	<b>(196,985.53)</b>	<b>(220,629.57)</b>	<b>(273,394.87)</b>			

	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	YTD
<b>Expense</b>													
Foster Care	13,569.61	13,572.11	23,485.54	12,341.42	13,533.23	20,574.68	16,978.75	16,809.44	14,812.71	25,661.57	17,868.40	13,824.30	203,031.76
Rule 4	-	-	10,719.42	2,449.44	5,691.40	8,108.44	4,002.00	4,256.00	1,271.00	15,306.00	6,014.00	6,174.00	63,991.70
Rule 8	-	-	-	-	-	-	-	-	-	-	-	-	-
Rule 5	-	-	-	-	-	-	-	-	-	-	-	-	-
Corrections	16,531.00	5,173.00	12,769.00	15,149.00	31,967.80	16,562.00	20,854.00	-	56,588.28	12,174.00	51,456.00	38,711.00	277,935.08
Adoption Aid	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Totals</b>	<b>30,100.61</b>	<b>18,745.11</b>	<b>46,973.96</b>	<b>29,939.86</b>	<b>51,192.43</b>	<b>45,245.12</b>	<b>41,834.75</b>	<b>21,065.44</b>	<b>72,671.99</b>	<b>53,141.57</b>	<b>75,338.40</b>	<b>58,709.30</b>	<b>544,958.54</b>
<b>Revenue</b>													
Reimburse	-	-	-	-	-	-	-	-	-	-	-	-	-
MH Recovery	-	-	19,374.40	4,471.02	7,451.69	10,929.16	5,961.36	6,458.13	5,464.58	9,485.42	14,780.36	(39.00)	84,337.12
4E Recovery	-	-	-	-	4,082.00	-	-	-	-	18,145.00	36,914.00	-	59,141.00
NFC Settlement	-	127.37	100.07	-	20,779.00	15,017.00	-	-	-	7,596.00	-	5,983.00	49,602.44
<b>Totals</b>	<b>-</b>	<b>127.37</b>	<b>19,474.47</b>	<b>4,471.02</b>	<b>32,312.69</b>	<b>25,946.16</b>	<b>5,961.36</b>	<b>6,458.13</b>	<b>5,464.58</b>	<b>35,226.42</b>	<b>51,694.36</b>	<b>5,944.00</b>	<b>193,080.56</b>
<b>Net Expense</b>	<b>30,100.61</b>	<b>18,617.74</b>	<b>27,499.49</b>	<b>25,468.84</b>	<b>18,879.74</b>	<b>19,298.96</b>	<b>35,873.39</b>	<b>14,607.31</b>	<b>67,207.41</b>	<b>17,915.15</b>	<b>23,644.04</b>	<b>52,765.30</b>	<b>351,877.98</b>

1035.4  
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**Pennington County Human Services  
Income Maintenance Unit  
Active Cases by Program  
May-23**

<b>Cash</b>	# Cases	## in HH	# Adults	# Children	
MFIP	30	71	25	46	Minnesota Family Investment Program
DWP	2	2	2	0	Diversionsary Work Program
GA	42	42	42	0	General Assistance
GRH	53	53	53	0	Group Residential Housing
MSA	50	50	50	0	Minnesota Supplement Aid
EA	1	3	1	2	Emergency Assistance
EGA	0	0	0	0	Emergency General Assistance
<b>TOTAL</b>	<b>178</b>	221	173	48	

<b>Food</b>					
SNAP	535	976	619	357	Supplemental Nutrition Assistance Program
<b>TOTAL</b>	<b>535</b>				

<b>Health Care</b>					
MA (MAXIS)	548	558	462	96	Medical Assistance
IMD	5	5	5	0	Institute for Mental Disease
QMB	253	254	253	1	Qualified Medicare Beneficiary (Medicare Savings Program)
SLMB	57	60	60	0	Service Limited Medicare Beneficiary (Medicare Savings Program)
QI-1	20	23	23	0	QI-1 (Medicare Savings Program)
MA (METS/MNsure)	1,138				Medical Assistance (as of 5/3/2023)
MCRE (METS)	61				MinnesotaCare (as of 5/3/2023)
<b>TOTAL</b>	<b>2,082</b>	900	803	97	

<b>TOTAL ACTIVE PROGRAMS:</b>	<b>2,795</b>
<b>TOTAL ACTIVE CASES:</b>	<b>2,082</b>

**Pennington County Human Services**  
**Emergency Assistance/Emergency General Assistance**  
**Emergency Requests Related to Potential Evictions/Housing and Utilities**  
**May-23**

**Approvals**

Eligibility Worker	File Date	Case	Request	Employment Status	Number of Children	Amount and Purpose	Agency Action	Date of Action
X157535	5/5/2023	1472233	rent	employed	2	\$350.00	approved EA	5/12/2023
						EA	\$350.00	
						EGA	\$0.00	

**Denials**

Eligibility Worker	File Date	Case	Request	Employment Status	Number of Children	Amount and Purpose	Agency Action	Date of Action
X157540	3/30/2023	1661036	Unknown	2 adults - 1 rec's SSI, other unknown	0	\$0	EGA denied, no interview, case pended 30 days.	5/1/2023
x157540	4/28/2023	2397341	None	1 adult - unemployed	0	0	EGA denied, no emergency.	5/1/2023
x157540	5/1/2023	1211289	None	1 adult - RSDI temp. suspended	0	0	EGA denied, no emergency.	5/3/2023
x157540	5/10/2023	2233678	Rental Help	1 adult - unemployed	0	0	EGA withdrawn.	5/11/2023
x157540	5/9/2023	156708	Unknown	1 adult - employed PT	0	0	EGA denied, no emergency. Has other resources to help w/ her situation.	5/12/2023
x157540	5/15/2023	2388937	None	1 adult - unemployed	0	0	EGA withdrawn.	5/16/2023

# Human Service's Month End Balance

	2017	2018	2019	2020	2021	2022	2023	% of Budget
January	2,182,630.66	2,271,729.26	2,772,063.80	3,288,028.76	3,624,301.56	3,612,634.01	3,892,137.92	70.51%
February	2,138,616.83	2,176,762.19	2,732,919.27	3,403,266.76	3,521,041.97	3,555,431.44	4,019,670.50	72.82%
March	1,800,227.71	1,844,672.30	2,547,429.81	3,277,046.86	3,033,593.35	3,329,525.51	3,624,644.30	65.66%
April	1,539,707.40	1,525,256.03	2,361,226.50	3,009,330.45	2,865,586.09	3,022,501.53	3,338,694.34	60.48%
May	1,426,858.37	1,528,544.15	2,327,158.79	3,038,957.98	2,728,273.46	3,023,675.98	3,386,550.78	61.35%
June	2,576,374.42	2,692,513.93	3,462,928.17	4,095,797.92	3,759,448.23	4,180,077.80	0.00	0.00%
July	2,650,496.79	2,874,408.12	3,554,336.75	4,284,273.43	3,656,785.80	4,190,786.57	0.00	0.00%
August	2,600,332.14	2,749,859.99	3,531,954.80	3,987,655.57	3,694,899.51	4,132,301.59	0.00	0.00%
September	2,362,913.96	2,518,750.84	3,294,188.08	3,781,078.10	3,573,442.34	3,878,451.23	0.00	0.00%
October	2,133,041.74	2,198,557.64	3,270,530.55	3,301,898.06	3,318,688.76	3,609,060.10	0.00	0.00%
November	2,642,643.71	3,070,756.97	3,860,836.73	3,606,171.73	4,035,310.35	3,599,570.32	0.00	0.00%
December	2,513,770.14	2,970,003.64	3,606,171.73	3,741,217.85	3,808,445.10	4,092,234.23	0.00	0.00%

Expense Budget

5,519,935.00



# Pennington County Human Services

## Telecommuting Policy

Effective Date: TBD

Policy Number: TBD

Personnel responsible: Director and Supervisors

Personnel to whom applicable: All employees

**Purpose of Policy.** In an effort to achieve the following benefits, Pennington County Human Services sets forth a policy to define telecommuting, to guide decisions about appropriate telecommuting arrangements and to clarify employee and Pennington County Human Services responsibilities and obligations when a telecommuting agreement is in place.

Benefits of telecommuting can include the following:

- Improved employee recruitment and retention
- Improved employee morale and greater job satisfaction
- Reduced absenteeism
- Increased employee and work unit productivity
- Improved customer service through ability to focus on work
- Reduced travel time and costs
- Reduced worksite space and related overhead cost, including parking

**Definitions.**

**Telecommuting definition and scope.** For the purposes of this policy, telecommuting is a voluntary arrangement supported by a telecommuting agreement between Pennington County Human Services and the employee to conduct their work in a designated offsite workspace, most often the employee's home, on a regular basis.

Other arrangements whereby an employee works at a location other than their primary worksite (such as visiting clients or attending meetings or training off site) or an employee is authorized by a supervisor to work at home for the purposes of completing a brief project or other brief and time-limited arrangements, are not governed by this policy.

Telecommuting does not change the basic terms and conditions of employment.

**Primary worksite definition.** The Pennington County Human Services office or Government Center office that the employee would primarily work at if not telecommuting,

Telecommuting worksite definition. The designated offsite workspace in which the employee will regularly conduct their work.

Pennington County Human Services property definition. Supplies, equipment, data or documents provided by Pennington County Human Services employee, client, or other party related to Pennington County Human Services business.

Minimum Criteria for Consideration of telecommuting arrangement. The success of a telecommuting arrangement is dependent upon the characteristics of the job, the employee, the employee's home technology and the supervisor all being well-suited for such an arrangement.

Job minimum requirements. To be considered for a telecommuting arrangement the employee's job must consist of duties that can be fulfilled while telecommuting, including the following:

- Not require face-to-face contact with clients at a primary worksite.
- Not result in decreased internal or external customer service if conducted through telecommuting.
- Consist of duties that can be fulfilled while telecommuting.

Employee minimum requirements. To be considered for a telecommuting arrangement, the employee must meet the following minimum requirements:

- Be employed with Pennington County Human Services for a minimum of 12 months of continuous employment. A rare exception to this requirement may be considered with approval by the Director.
- Be in compliance with Pennington County Human Services.
- Meet or exceed expectations of their job, informed in part by the employee's most recent performance review.
- Be in compliance and good standing with their supervisor
- Technology minimum requirements. To be considered for a telecommuting arrangement the employee's propped telecommuting worksite technology must meet the following minimum requirements.
- Minimum internet connection speed of 5 Mb per second
- Internet connection by DSL (digital subscriber line), cable or fiber. RediTech will be assisting to make sure employee has appropriate connection. Internet connections requirements need to meet. A supervisor may determine at any time – in consultation with RediTech that the wireless access connection negatively impacts the employee's productivity.

- Proximity between the employee's router and the intended location of the Pennington County docking station that enables a connection between the two via an Ethernet cable.

And the employee must meet the following minimum requirements:

- Have the ability to solve basic hardware and software problems.
- Have a clear understanding of their intended telecommuting worksite network set-up and how to connect Pennington County Human Services equipment to it, including:  
Location of their home router and how to connect to it directly (not through wi-fi)

Location of the Ethernet cable and the USB (universal serial bus) cable port and any other Necessary ports, etc.

- Have in place an approved Pennington County Human Services Remote Access User Security Agreement at the time of the approval of the Telecommuting Application and Agreement.

Other Telecommuting worksite minimum requirements. In addition, the telecommuter's worksite must be established in a manner that enables the employee to:

- Work uninterrupted
- Secure Pennington County Human Services property for use only for Pennington County Human Services business.
- Secure non-public, protected, and sensitive data from sight and sound by other parties in compliance with federal and state requirements.

Additional factors considered. When ascertaining whether a telecommuting arrangement is likely to be successful, the following additional factors will be considered:

- The needs of the employee's work team and division
- Team responsibilities
- Employee's work skills, including organizational, time management, self-motivation, reliability, and ability to work independently.
- Impact of telecommuting on the work of other employees
- Pennington County Human Services acknowledges that telecommuters may require different in-office support (such as printing and mailing documents, checking, and triaging physical mail). Such support may be made available but only as agreed to by the affected employee's supervisor and only to the degree that it is not less efficient for Pennington County Human Services in the aggregate as a result of the telecommuting arrangement. It is important that explicit communication about such arrangements be made as part of establishing the telecommuting arrangement.
- Telecommuting worksite location, including the distance from the primary worksite, distance from the employee's clients, impact on ability to respond timely to client or work team needs, and impact on productivity.

- Any other prevailing conditions identified by the supervisor after discussion with management.
- Seniority is not a factor in determining eligibility to telecommute.

Telecommuting agreement Requirements. In addition to continuing to meet the minimum requirements for consideration of a telecommuting arrangement that are identified above, the following requirements apply as well:

- Policy Compliance. The telecommuter must comply with all Pennington County Human Services policies. Failure to comply may result in revocation of the telecommuting agreement and/or other appropriate disciplinary action.
- Dependent Care. The telecommuter must manage dependent care and personal responsibilities in a manner that would be appropriate if they were working at their primary worksite and in a manner that allows them to successfully meet job requirements. (i.e., Telecommuting is not an appropriate alternative to having dependent care in place.)
- Performance expectations. The telecommuter is expected to be at least as productive, if not more so, than an employee who regularly works at the primary worksite.
- Handling mail. The telecommuter is responsible for making arrangements to handle printing and mailing of their documents and checking and triaging their mail that arrives at their primary worksite in a manner that is timely, appropriate, and consistent with the preceding additional factors considered section on the impact of telecommuting on the work of other employees. Telecommuter Mail- OSS sending instructions.
- Telecommuter work schedule. Telecommuting itself does not alter an employee's work schedule. Rather, any changes to a work scheduled are handled in accordance with the work schedule policy.
- Telecommuter availability. The telecommuter is expected to be available at their telecommuting worksite by phone, videoconference, and email during scheduled work hours unless conducting business elsewhere on behalf of Pennington County Human Services as appropriate or unless on approved paid or unpaid leave.
- The telecommuter is also expected to be at a primary worksite or other designated location as necessary to attend meetings, training sessions, and as designated by the supervisor, including being called in to work at a primary worksite in special circumstances as deemed necessary by the supervisor, manager, or director.
- A limited number of telecommuting workstations will be available at Pennington County Human Services for a telecommuter to work at for short durations.
- Equipment malfunction. In the event of an equipment malfunction or internet connectivity weakness, the telecommuter will notify their supervisor and the IT department immediately. If the malfunction or connectivity situation precludes the telecommuter from working on assigned work at their telecommuting worksite, the telecommuter will be assigned other work. And/or report to their primary worksite or be assigned by their supervisor to another worksite pending the repair of equipment or resolution of the connectivity weakness. Repeated circumstances of equipment failure or connectivity weakness may be cause for review of continued suitability of the telecommuting arrangement.
- Weather emergencies or other extenuating circumstances. If loss of electrical power, heat, or other circumstances preclude the telecommuter from safely and effectively working at their

telecommuting worksite, the employee shall consult with their supervisor immediately and report to their primary worksite unless other appropriate arrangements are made with their supervisor ( including reporting to an alternative primary worksite or other approved location or taking PTO, vacation, or sick leave in accord with those policies) until the situation is remedied.

- Telecommuting worksite location, environment, and safety. The telecommuter and the supervisor shall agree upon the location of the designed telecommuting worksite before the telecommuting agreement is executed. Subsequent changes to the location must be approved by the supervisor. In determining the location of the telecommuting worksite, the telecommuter must consider data privacy and security requirements including both sight and sound aspects. The telecommuter's computer docking station must be hardwired to the employee's router to improve network reliability and speed to help assure maximum productivity.
- The telecommuter is responsible for establishing and maintain a safe work environment.
- Pennington County Human Services will not be responsible for the provision of or costs associated with the telecommuting worksite, including utilities, internet connection, remodeling, furniture, lighting, repairs or modifications to workspace, etc.
- To facilitate contact with Pennington County Human Services in the event the telecommuter is incapacitated, the employee will post the name and telephone numbers of the following in a visible location in their telecommuting worksite: Their supervisor, manager, and the front desk at their primary worksite.
- The telecommuter (or their designee in the of incapacitation) will provide access to their telecommuting worksite and Pennington County Human Services property upon request.
- The telecommuter may not conduct any client or customer meeting in their homes. Doing so will be cause for discontinuing the telecommuting.
- Pennington County Human Services Supplies, Equipment, and Property. Pennington County Human Services will provide appropriate office supplies and equipment for the telecommuting employee as deemed necessary based on job specific requirements, subject to change at any time. The array of equipment that may be made available is informed by the standard telecommuter equipment list in the Telecommuting Application and Agreement.
- The telecommuter will use Pennington County Human Services equipment and supplies for Pennington County Human Services business only. Unauthorized use by other parties is strictly prohibited.
- All inventory supplied will be documented on the Telecommuting Inventory Receipt and signed by the telecommuter and supervisor upon receiving inventory.
- The telecommuter will protect Pennington County Human Services property from damage or theft. No smoking will be allowed in the vicinity of Pennington County Human Services property. Food and beverages will be handled with care around Pennington County Human Services property.
- Pennington County Human Services will maintain equipment provided by Pennington County Human Services.
- Pennington County Human Services accepts no responsibility for maintenance, repairs. Or damage to employee-owned supplies or equipment.
- Upon termination of the telecommuting agreement or employment, the telecommuter will return all Pennington County Human Services property in acceptable working condition to the organization via arrangements made with the supervisor not to exceed two calendar weeks. Failure to return Pennington County Human Services property or returning property in damaged condition may result in the telecommuter being required to reimburse Pennington County Human Services for the cost of repair or replacement of such.

- Other business-related expenses. With prior approval, Pennington County Human Services may reimburse the employee for Pennington County Human Services business-related expenses such as shipping costs, etc., that are reasonably incurred in accordance with job responsibilities and the Employee Expense Reimbursement Policy.
- Liability and Taxes. Pennington County Human Services accepts no liability for third party injuries or property damage occurring at the telecommuter worksite. Pennington County Human Services encourages telecommuters to consult with their homeowner's or renter's insurance agent to protect themselves as they deem fit.
- Pennington County Human Services hold no responsibility to address tax implications or zoning constraints or other related legal concerns for the telecommuter's use of personal real estate for telecommuting. Pennington County Human Services encourages telecommuters to consult with their own tax and legal experts accordingly to understand and address any such implications or constraints.
- No cash or checks at the telecommuter worksite. A telecommuter may not take cash or checks to their telecommuting worksite.
- Theft or criminal activity. Telecommuters are responsible for contacting their supervisor and for filing a police report with their local law enforcement in a timely manner in the event of any theft or criminal activity related to Pennington County Human Services.
- Injury. The employee is obligated to provide prompt notice of an injury while telecommuting in accordance with Pennington County Human Services Compensation procedures.
- Data Privacy and security.

Meeting data practices requirements. The telecommuter is responsible for meeting all federal and state data practices requirements while transporting non-public, protected, or sensitive data and while working with such data at the telecommuting worksite. The telecommuter must take all necessary precautions to secure and prevent unauthorized access to Pennington County Human Services data, supplies and equipment. Steps include, but are not limited to, locking file cabinets and desks, and regular password maintenance.

Transporting Data. Transportation of non-public, protected, or sensitive data must be done in a bag. Such data is permanently stored at the primary worksite, with the only data that is transported limited to that which is necessary to conduct work assignments before returning to the primary worksite.

Destroying data. Destruction of any physical data must be done in accordance with data retention and destruction requirements and done at the primary worksite.

Compensation for Telecommuter Travel Time.

- Commuting. An employee shall not be compensated for time commuting between their primary worksite and their telecommuting worksite.
- Other. When an employee does not report to their primary worksite during the day or makes business calls before or after reporting to their primary worksite, the allowable compensated time shall be:

- The lesser of the time from the employee's telecommuting worksite to the first stop or from their primary worksite to the first stop;
- All time spent traveling between points visited on Pennington County Human Services business during the day;

The lesser of time spent traveling from the last stop to the employee's telecommuting worksite or from the last stop to their primary worksite.

Compensation for mileage. Compensation for mileage shall be made in accordance with the Employee Expense Reimbursement Policy.

Length of agreement and periodic review; Termination.

Telecommuting trial period. Each new telecommuting agreement is subject to a trial period not to exceed 90 days.

Review during trial period. Evaluation of telecommuter performance during the trial period will minimally include interaction by phone and/or e-mail between the supervisor and the employee, and monthly in-person meetings to discuss work progress and challenges. During the trial period, the employee and supervisor will each evaluate the arrangement and its effectiveness, making recommendations for continuing, continuing with modifications, or terminating the telecommuting agreement. The employee's supervisor will document the evaluation using the Telecommuter 90-Day Review once the review has been completed, provide the employee a copy, and send the original to the employee's personnel file.

Annual review of telecommuting agreement. Each telecommuting agreement will subsequently be evaluated annually at the time of the employee's regular performance review with continued suitability to be documented as part of the review. At this time, the employee's supervisor shall also consult Pennington County Human Services IT department concerning the employee's ability to meet of the minimum technology requirements including consideration of the employee's volume and type of IT help desk tickets.

This does not preclude more frequent review if the situation merits.

Termination of agreement during trial period. At any time during the trial period, the telecommuting agreement may be terminated by Pennington County Human Services or the employee with a 24-hour notice.

Employee termination of telecommuting agreement. An Employee may terminate their telecommuting agreement and return to a traditional work arrangement upon 30-days written

notice to the supervisor and upon the availability of office space at the primary worksite – unless a shorter period is mutually agreed to.

The notice should include the date the employee intends to terminate the agreement and their reason for doing so.

Employer termination of telecommuting agreement. Telecommuting may be discontinued by Pennington County Human Services. When practical, Pennington County Human Services may provide a two-calendar-week advance notice of intent to terminate the agreement. Reasons for termination of the telecommuting agreement may include, but are not limited to:

- Non-compliance with the telecommuting agreement. This may result in immediate termination of the agreement.
- Declining performance or changes in organizational needs.

Factors outside the control of Pennington County Human Services, including but not limited to changes in caseload or program requirements.

**Policy Approval:**

Reviewed and Approved by :