

Pennington County Human Service Committee

Meeting Agenda

June 18, 2024

12:00 pm

Members Present

_____ Bruce Lawrence _____ Dave Sorenson _____ Seth Nelson
_____ Neil Peterson _____ Roy Sourdif

Section A

- I. Minutes: Review of 05/21/2024 HSC Meeting minutes
- II. Personnel:
 - A. Update on Social Work/Disability Wavier Position
 - B. Update on Mental Health Social Work Position
 - C. Update on Child Support Worker Position
 - D. Employee Termination

- IV. General:
 - A. "Every Student Succeeds Act" (ESSA) Service Agreement between Goodridge Public Schools and Pennington County Human Services.
 - B. Out-of-Home Cost Report
 - C. Month's End Cash Balance
 - D. 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:

07/16/2024
12:00 pm

08/20/2024
12:00 pm

09/17/2024
12:00 pm

A regular meeting of the Pennington County Human Service Committee was held at 12:00 pm, May 21, 2024, at the Pennington County Justice Center.

COMMITTEE MEMBERS PRESENT:

Seth Nelson
Bruce Lawrence
Roy Sourdif

STAFF MEMBERS PRESENT:

Julie Sjostrand, Director
Elizabeth Gerhart
Stacy Anderson
Mitch Anderson
Tammy Johnson

SECTION A

I. MINUTES:

The April 16, 2024, 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 Mental Health Social Worker Position.
- C. The Director presented an update on the Child Support Worker Position.
- D. Paul Baymier, Social Worker is scheduled to complete probation on June 2, 2024. Paul is meeting position expectations and is successfully fulfilling job responsibilities. The Director recommends Mr. Baymier be granted permanent status upon completion of the 6-month period. Upon conclusion of the announcement a 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. The Out-of-Home Cost Report through April 2024 was presented for Review.
- C. The month's end cash balance April 2024 stands at \$ 3,814,053.11.

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 2024 report of activity. She reported the Income Maintenance open case count stands at 1946.

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 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 18, 2024, at 12:00 p.m.

PURCHASE OF SERVICE AGREEMENT FOR THE TRANSPORTATION OF CHILDREN
AND YOUTH IN FOSTER CARE PLACEMENT

This Agreement is entered into by and between Goodridge Public Schools, ISD No. 561, hereinafter referred to as the "School District," and Pennington County Human Services, hereinafter referred to as "Pennington County."

RECITALS

WHEREAS, the Parties desire for the School District to provide certain transportation services for students in foster care placement under the terms and conditions hereinafter set forth;

WHEREAS, pursuant to the Elementary and Secondary Education Act ("ESEA"), as amended by the Every Student Succeeds Act ("ESSA"), youth placed in foster care placement will remain enrolled in their school of origin, unless a determination is made that it is not in their best interest. Best interest factors include timeliness, consideration of the appropriateness of the current educational setting and the proximity to the school in which the child is enrolled at the time of placement.

WHEREAS, the term foster care is defined as 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placed and care responsibility. This includes, but is not limited to, placements in foster family homes, foster homes of relatives, group homes, emergency shelters, residential facilities, childcare institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 C.F.R. § 135.20).

WHEREAS, pursuant to ESEA as amended by ESSA, the School District is required to collaborate with child welfare agency to develop and implement procedures for how transportation for youth and foster care will be provided, arranged and funded, including the use of child welfare funding to cover costs for such transportation provided by the School District. The School District and Pennington County agree to share the cost of transportation. This Agreement outlines the developed agreement about the shared cost of transporting youth in foster care to and from school.

NOW, THEREFORE, in consideration of the mutual terms and conditions contained herein, it is agreed by and between the Parties hereto as follows.

1. TERM:

The term of the Agreement shall be July 1, 2024-June 30, 2025.

2. EDUCATIONAL PLACEMENT DECISIONS:

Pennington County is responsible for determining an appropriate education placement and the presumption should be that the child will remain in the school of origin to provide school stability and educational continuity for the child, unless contrary to the child's best interest. Pennington County and or representatives of the school in which the child is currently enrolled will work with the Pennington County foster contact to determine, based on the child's best interest, whether the child should be made in the school of origin or considered a transfer to the local zoned school for the child's new residence.

If Pennington County is considering moving a child to new educational placement, Pennington County will have a phone consultation with the school contact prior to gathering input about the best interest of the child in relation to their school placement. Pennington County and the superintendent of schools will work collaboratively to inform the school placement decision-making process. The school will provide information about the appropriateness of the child's current educational placement. Pennington County shall take into consideration this information and other best interest factors found in and Paragraph 3 herein and make educational decisions. The superintendent of schools and or representatives of the school in which a child is enrolled will be asked to participate in the meeting, either by phone or in person. Pennington County will identify a point of contact from the agency to work directly with the superintendent of schools.

3. BEST INTEREST FACTORS:

When considering placement, the following best interest factors should be considered:

- The student's age
- The school attended by the student's sibling(s)
- Length of time the student is expected to remain at the current placement and the possible location of housing intended to be long-term
- Distance of commute and impact it may have on the student's education and other student-centered, transportation related factors, including travel time
- School stability and educational continuity
- Time remaining in the academic year
- Personal safety, attendance, academic progress and social involvement of the students in the current school
- The impact transferring the student to a new school may have on his or her needs and progress academically, emotionally, socially, and physically
- Availability of classes to avoid credit loss for timely graduation or promotion
- Documentation of the best interest determination shall be maintained in the Pennington County case file and student's cumulative record.

4. SERVICES

Transportation services will be provided by the School District in the following manner:

- a) Students who are able to be transported to school on an existing route. When feasible, students placed in foster care will be transported to school on an existing bus route. Feasibility consideration will include the location, length of bus ride, space available on the route and availability of any needed accommodations. The School District will cover the associated costs.
- b) Students who have an IEP indicating the need for specialized transportation. If students are residing and attending school within the School District's boundaries, then the School District will assume cost required for transporting the school student to school.
- c) Students who are unable to be transported on an existing route. If a route does not exist or is not a feasible option for the student placed in foster care near an existing route, then the School District will negotiate with Pennington County to determine the best possible means of transportation. The School District and Pennington County will share the transportation costs identified in Paragraph 5A herein.
- d) Students residing in foster care placement outside School District boundaries but attending a School District school. If students are residing in a foster care placement outside of district boundaries, but are attending school within the district, transportation will be arranged by the School District. The School District will negotiate with Pennington County to determine the best possible means of transportation. The School District and Pennington County will share the transportation costs identified in Paragraph 5A herein.
- e) Students placed in foster care within the School District, but attending a non-ISD 561 area school: The School District will bear no financial responsibility for the student. Pennington County and the school district where the student attends are expected to make arrangements for transportation and the associated cost.

5. PAYMENT FOR SERVICES:

- a) The School District and Pennington County agree to split the cost of the transportation as described in Paragraphs 4C and 4D herein, including but not limited to staff time and third party carriers as appropriate. Mileage reimbursement is to be set at the current IRS rate. All transportation costs arising from this Agreement shall be split equally; the School District and Pennington County shall assume/pay 50% of the cost.
- b) Pennington County has identified the agency's Social Services Supervisor as the point of contact from the agency to work with the School District's Superintendent regarding transportation arrangements.
- c) Transportation services will be provided by the School District and/or its contracted transportation provider(s) whenever feasible. In the event, driver or vehicle unavailability, Pennington County shall be responsible for transportation of the student placed in foster care.
- d) Pennington County shall compensate the School District for any transportation provided beyond the School District boundary pursuant to this Agreement at the rate

billed to the School District by the private transportation company. Copies of the invoices from the private transportation company will be provided to Pennington County.

e) The School District will submit itemized invoices to Pennington County's identified contact on a quarterly basis. The invoices will detail each trip provided by the School District, the total time for each trip, and the associated charge. Payment by Pennington County shall be made within 35 days of receipt of the invoice.

f) In situations where transportation is being funded by Pennington County, the County's point of contact will notify the Superintendent when foster care placement ends.

6. DISPUTE RESOLUTION:

Pennington County and the School District will endeavor in good faith to collaborate in determining the child's best interest for school transportation and to resolve any conflicts. Whenever possible, the parties will attempt to informally resolve any dispute involving the best means and cost of transportation of a child in foster care.

When informal resolution attempts result in an impasse, Pennington County and the School District agree to engage in the following dispute resolution procedures .

1. The disputing party will submit to a party's identified contact a written explanation of the conflict within 24 hours.
2. Upon receipt of the explanation, the decision will be reviewed by the School District's Superintendent and the Social Services Supervisor and Director of Human Services of Pennington County. A decision to uphold or reverse will be communicated within three business days.
3. Pennington County will determine the placement of the child until the dispute resolution process has concluded. During this time, the transportation cost will be divided equally between the School District and Pennington County
4. If disagreement on school transportation remains, guidance from the Minnesota Department of Education and the Department of Human Services will be requested to resolve the dispute.

7. PROVIDER NOT AN EMPLOYEE:

It is agreed by the Parties that at all times and for all purposes herein, the School District and its subcontractors are independent contractors and not employees of Pennington County. No statement contained in this Agreement shall be construed otherwise..

8. INDEMNIFICATION:

Each party shall be liable for its own acts and the acts of its representatives to the extent provided by law and hereby agrees to indemnify, hold harmless, and defend each other, it's

officers, employees and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorneys' fees which the others, its officers, employees and volunteers may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the party, its agents, employees or volunteers, in the execution, performance, or failure to adequately perform its obligation pursuant to this Agreement.

9. TERMINATION OF CONTRACT:

Either party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other party at the following respective address:

Goodridge Public School District #561
201 Osmund Ave
Goodridge, MN 56725

Pennington County Human Services
P.O. Box 340
Thief River Falls, MN 56701

10. STANDARDS:

The School District and Pennington County shall comply with all applicable federal and Minnesota statutes and regulations, as well as local ordinances and rules now in effect or hereafter adopted.

11. DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purposes by the activities of the School District or Pennington County because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended, Minnesota regulations, as well as applicable federal regulations on data privacy.

12. AMENDMENTS

This Agreement may be supplemented, amended, or revised only in writing by agreement of both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates written below.

COUNTY OF Pennington County
STATE OF MINNESOTA

GOODRIDGE SCHOOL DISTRICT
No. 561

PENNINGTON COUNTY
BOARD OF COMMISSIONERS

BY: _____
CHAIRPERSON

BY: _____
TOMAS LOBERG
SUPERINTENDENT

DATED: _____

DATED: _____

ATTESTED TO:

BY: _____

JULIE SJOSTRAND
COUNTY HUMAN SERVICES DIRECTOR

BY: _____

JOHN LOVLY
SCHOOL BOARD CHAIR

DATED: _____

DATED: _____

Pennington County Human Services
 Out Of Home Placement Costs
 Year Ending December 31, 2024 & 2023

SS

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	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	YTD	YTD 2023	Change
Expense															
Foster Care	12,411.66	15,695.88	11,208.21	11,012.25	9,771.75	-	-	-	-	-	-	-	60,099.75	79,013.64	-23.9%
Rule 4	-	1,103.60	2,064.80	-	1,560.90	-	-	-	-	-	-	-	4,729.30	31,307.00	-84.9%
Rule 8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rule 5	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Corrections	48,314.86	46,385.58	65,215.38	77,092.30	49,283.30	-	-	-	-	-	-	-	286,291.42	184,316.45	55.3%
Adoption Aid	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Totals	60,726.52	63,185.06	78,488.39	88,104.55	60,615.95	-	-	-	-	-	-	-	351,120.47	294,637.09	19.2%
Revenue															
Reimburse	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
MH Recovery	5,579.46	-	5,579.46	6,509.37	5,579.46	-	-	-	-	-	-	-	23,247.75	36,372.72	-36.1%
4E Recovery	-	13,306.00	-	-	5,838.00	-	-	-	-	-	-	-	19,144.00	51,939.00	-63.1%
NFC Settlement	-	-	5,739.00	-	-	-	-	-	-	-	-	-	5,739.00	-	-
Totals	5,579.46	13,306.00	11,318.46	6,509.37	11,417.46	-	-	-	-	-	-	-	48,130.75	88,311.72	-45.5%
Net Expense	55,147.06	49,879.06	67,169.93	81,595.18	49,198.49	-	-	-	-	-	-	-	302,989.72	206,325.37	46.85%

2023 Totals	25,994.07	(34,836.53)	87,325.57	63,931.67	63,910.59	40,026.36	70,206.95	71,845.65	58,412.48	71,558.12	32,591.87	26,752.20			
YTD Change	29,152.99	113,868.58	93,712.94	111,376.45	96,664.35	56,637.99	(13,568.96)	(85,414.61)	(143,827.09)	(215,385.21)	(247,977.08)	(274,729.28)			

	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
Expense													
Foster Care	9,815.41	13,575.14	15,388.17	18,997.49	21,237.43	12,989.22	11,483.69	28,148.31	22,372.08	18,795.19	10,434.08	9,662.59	192,898.80
Rule 4	1,271.00	4,743.00	7,162.00	10,793.00	7,338.00	6,479.00	7,576.46	11,316.00	9,957.20	6,270.00	1,672.00	3,239.60	77,817.26
Rule 8	-	-	-	-	-	-	-	-	-	-	-	-	-
Rule 5	-	-	-	-	-	-	-	-	-	-	-	-	-
Corrections	30,824.97	-	71,976.09	39,335.23	42,180.16	35,769.29	59,297.51	59,630.53	33,170.77	53,191.93	48,434.79	29,162.00	502,973.27
Adoption Aid	-	-	-	-	-	-	-	-	-	-	-	-	-
Totals	41,911.38	18,318.14	94,526.26	69,125.72	70,755.59	55,237.51	78,357.66	99,094.84	65,500.05	78,257.12	60,540.87	42,064.19	773,689.33
Revenue													
Reimburse	-	-	-	-	-	-	-	-	-	-	-	-	-
MH Recovery	15,917.31	8,060.67	7,200.69	5,194.05	-	15,211.15	8,150.71	6,733.19	7,087.57	6,699.00	(10.00)	15,311.99	95,556.33
4E Recovery	-	45,094.00	-	-	6,845.00	-	-	18,694.00	-	-	27,959.00	-	98,592.00
NFC Settlement	-	-	-	-	-	-	-	1,822.00	-	-	-	-	1,822.00
Totals	15,917.31	53,154.67	7,200.69	5,194.05	6,845.00	15,211.15	8,150.71	27,249.19	7,087.57	6,699.00	27,949.00	15,311.99	195,970.33
Net Expense	25,994.07	(34,836.53)	87,325.57	63,931.67	63,910.59	40,026.36	70,206.95	71,845.65	58,412.48	71,558.12	32,591.87	26,752.20	577,719.00

1035.4
1054
1035.4
149.1
149.1
149.1
520.95
1257.67
520.95
1315.64
1146.38

67.95
745.5
78.69
745.5
67.95
745.5
952
935.2
935.2
194.3
334.11
309.05
1236.2
1336.44
1135.96
1188.32
36.98
369.8

314.76
1035.4
1035.4
1054
271.8
271.8
81.14
1176.53
1368.65

1479.63
1146.38
1230.76

1020
1002
1002
1217.1
1431.9
1324.5
84.88
1109.4
1273.2
358.53
259.02
358.53
259.02
358.53
259.02

**Pennington County Human Services
Income Maintenance Unit
Active Cases by Program
May-24**

Cash	# Cases	## in HH	# Adults	# Children	
MFIP	32	74	26	48	Minnesota Family Investment Program
DWP	2	3	2	1	Diversionsary Work Program
GA	47	47	47	0	General Assistance
GRH	48	48	48	0	Group Residential Housing
MSA	49	49	49	0	Minnesota Supplement Aid
EA	0	0	0	0	Emergency Assistance
EGA	1	1	1	0	Emergency General Assistance
TOTAL	179	222	173	49	

Food					
SNAP	536	,020	633	387	Supplemental Nutrition Assistance Program
TOTAL	536				

Health Care					
MA (MAXIS)	496	499	433	66	Medical Assistance
IMD	1	1	1	0	Institute for Mental Disease
QMB	248	249	249	0	Qualified Medicare Beneficiary (Medicare Savings Program)
SLMB	52	54	54	0	Service Limited Medicare Beneficiary (Medicare Savings Program)
QI-1	25	28	28	0	QI-1 (Medicare Savings Program)
MA (METS/MNsure)	951				Medical Assistance (as of 5/2/2024)
MCRE (METS)	68				MinnesotaCare (as of 5/2/2024)
TOTAL	1,841	831	765	66	

TOTAL ACTIVE PROGRAMS:	2,556
TOTAL ACTIVE CASES:	1,930

