

# Pennington County Human Service Committee

## Meeting Agenda

November 21, 2023

12:00 pm

Members Present

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

### Section A

Minutes: Review of 10/17/2023 HSC Meeting minutes

- I. Personnel:
  - A. Update on Social Work/Disability Wavier Position
  - B. Update on Mental Health/Social Worker Position
  - C. Update on Child Protection Social Worker Position
  
- IV. General:
  - A. CY 2024 ACS/SWS Support Services Agreement between TriMin Systems and Pennington County.
  - B. Child Welfare opiate allocation – Agency Plan Pennington County
  - C. County Inspection Report
  - D. CY 2024 Behavioral Health (Community-Based Services/Residential/Temporary Confinement) Purchase of Services Agreements Between Sanford Behavioral Health and PCHS
  - E. Child Support Performance Measures- Pennington County Report  
2023Out-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:

12/19/2023	01/16/2024	02/20/2024
12:00 pm	12:00 pm	12:00 pm

A regular meeting of the Pennington County Human Service Committee was held at 12:00 pm, October 17, 2023, at the Pennington County Justice Center.

COMMITTEE MEMBERS PRESENT:

Seth Nelson  
Bruce Lawrence  
Dave Sorenson  
Roy Sourdif

STAFF MEMBERS PRESENT:

Julie Sjostrand, Director  
Tammy Johnson  
Stacy Anderson  
Mitch Anderson

**SECTION A**

I. MINUTES:

The September 19, 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 Mental Health/Social Work Position.
- C. The Director presented an update on the Child Protection Worker Position.
- D. Kelsey Lian, Child Support Worker is scheduled to complete probation on 09/22/2023. Kelsey is meeting position expectations and is successfully fulfilling job responsibilities. The Director recommends Ms. Lian be granted permanent status upon completion of the 7-month period. Upon conclusion of this presentation a recommendation was made to forward this item to the Consent Agenda.
- E. Lisa Swanson, Eligibility Worker is scheduled to complete probation on 11/05/2023. Lisa is meeting position expectations and is successfully fulfilling job responsibilities. The Director recommends Ms. Swanson be granted permanent status upon completion of the 6-month period. Upon Conclusion of this presentation a recommendation was made to forward this item to the Consent Agenda.
- F. Abby Steffan, Family Based Services Worker is scheduled to complete probation on 10/27/2023. Abby is meeting position expectations and is successfully fulfilling job responsibilities. The Director recommends Ms. Steffan be granted permanent status upon completion of the 6-month period. Upon Conclusion of this presentation a recommendation was made to forward this item to the Consent Agenda.

III. GENERAL:

- A. The CY 2024 Pennington County Family Services/Children's Mental Health Collaborative Supportive Services Agreement with Alluma, Inc. was presented

for consideration. Pennington will serve as a fiscal host for this agreement and costs will be paid through collaborative funds. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.

- B. The 2024-2025 County and Tribal Childcare Fund Plan was presented. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.
- C. The Director presented a time to call for bids concerning the PCHS parking lot as the past operator has indicated he no longer would be interested in this coming year.
- D. The Out-of-Home Cost Report through September 2023 was presented for Review.
- E. The month's end cash balance for September 2023 stands at \$ 4,637,867.07.

**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 September 2023 report of activity. She reported the Income Maintenance open case count stands at 2061.
- 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: November 21, 2023, at 12:00 p.m.

## ACS / SWS Support Services Agreement for 2024

### AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN

\_\_\_\_\_  
(County)

and

TRIMIN SYSTEMS, INC.

This Agreement made by and between \_\_\_\_\_, hereinafter referred to as the "County" and TriMin Systems Inc., 2277 Highway 36 West, Suite 250, St. Paul, Minnesota, hereinafter referred to as "TriMin". Where the Agreement refers to "User Group", it is understood to mean all counties who are parties to this Agreement.

#### WITNESSETH

WHEREAS, the County wishes to retain professional services to obtain computer programming and technical assistance for the maintenance and support of computer systems now in use by the County and a number of other counties; and

WHEREAS, the County has undertaken to retain professional services as described above as a member (or past member) of a group of Minnesota county welfare and human services agencies and other entities, previously known as Computer Management for Human Services (CMHS); and

WHEREAS, TriMin has and will be expected to render support services hereunder.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

#### I. Systems to be supported

TriMin agrees to provide computer programming, technical assistance, and related services to support and maintain the systems and systems components including, but not limited to:

- A. Agency Collection System (ACS)
- B. Social Welfare System (SWS)

## II. Support Definition

- A. Support: TriMin will provide remote application support for County via telephone and email. Support includes the following aspects:
1. Consultation and problem assistance, as scheduled
  2. New staff orientation/overview training, as scheduled
  3. Bug Fixes, as needed
  4. Mandated Modifications, per II-C below
  5. Invoicing of charges to the County
- B. Special Projects: "Special Projects" are those projects which the User Group (the group of counties using ACS and/or SWS) may authorize from time to time above the fixed annual amount for Support. A Special Project shall be initiated upon receipt of written notification from the User Group, with individual Counties each deciding to participate upon knowing the cost of the project and their expected contribution. Special project charges will only apply if a given county has agreed to said project and given approval to participate. Counties that do not participate would not receive the benefit of the project.
- C. Mandated Systems Modifications: "Mandated Systems Modifications" are those systems modifications necessitated by mandates or service program changes imposed by federal or state laws, rules, or regulations. TriMin agrees that Mandated Systems Modifications shall be undertaken without delay and with the understanding that, with respect to completion of the modifications, time is of the essence. Mandated Systems Modifications shall take precedence over any other project or maintenance service being performed pursuant to this Agreement.
- Mandated Systems Modifications services shall be included in the scope of this support agreement, provided that the estimated hours for any particular mandated modification is less than or equal to 40 hours of effort.
- In the event that a Mandated Systems Modification effort is deemed to be greater than 40 hours the Mandated Systems Modifications services shall be approved by the User Group and funded by Counties participating in the Annual Support for a given application (i.e. ACS or SWS).
- Mandated Systems Modifications shall be subject to the cost allocation billing rates and special conditions set forth in this Section and in Sections III. and IV. below.
- Mandated Systems Modifications shall be initiated upon receipt of authorization from the User Group. Counties not wishing to participate may opt out, but will not receive the system modification.
- D. Direct Support: "Direct Support" is that assistance provided to the County or to a group of counties at its/their request and is not Shared Support. Direct Support includes, but is not limited to, start-up services for the County, special seminars or training or modifications for a county or counties not requested by the User Group as a whole.

## III. Allocation of Charges and Costs

- A. Charges and costs for Support, Special Projects, and Mandated Systems Modifications, as defined in Section II-A, B, and C above, shall be billed to the County.
- B. Charges and costs for Direct Support, as defined in Section II-D, above, shall be chargeable to the County requesting such services, and TriMin shall bill the County for Direct Support. Direct support charges and costs shall be itemized according to type of services.

IV. Billings of Charges and Costs for Counties that submit signed agreement by December 15, 2023.

- A. TriMin shall bill the County the charges and costs for Support services, as defined in Section II, above, at a flat rate as set forth below, and per the system(s) used and selected below by the county (per "x" in square(s) below):

**Annual Support for ACS, paid as one-time charge (one billing): \$1,600**

**Annual Support for SWS, paid as one-time charge (one billing): \$1,600**

- B. TriMin shall bill the County the charges and costs for Special Projects as defined in Section II-B, above, at the hourly rates, set forth in Section IV-D, below. Such billing shall identify the system being supported.
- C. Invoices pursuant to Section IV-A and IV-B above, shall be billed no more than 30 days in advance to the County, annually for charges in section IV-A above, and on a quarterly basis for charges related to Section IV-B (if any), and shall be paid by the county within forty-five (45) days of the date of the invoice.
- D. The hourly rates charged by TriMin during the duration of this Agreement shall be the following:
- \$180 per hour
- E. Non-payment and remedies of TriMin: In the event that the County does not pay TriMin, within forty-five (45) days of the date of the invoice, the amount due pursuant to the Annual invoice, TriMin shall have the option to terminate its obligation to render further services to the County upon fourteen (14) days written notice thereof.

V. Allowance for Cost of Additional Services

Special Projects and Mandated Systems Modifications, as defined in Sections II-B and II-C, above, may only be billed to County if approved by the User Group prior to commencement of services being performed on County's behalf. The actual expenditure of this allowance is only authorized as defined in Sections II-B and II-C above.

VI. Warranties of the Parties

- A. TriMin represents and warrants as follows:

1. TriMin represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section I above are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties.
2. TriMin represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products of TriMin and that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, or trade secret.

- B. The County represents and warrants as follows:

1. The County represents, warrants, and covenants that it will provide the cooperation and assistance of its personnel, as reasonably required, and as would be necessary for the completion of TriMin's services hereunder, to the extent that the services are being rendered for the County and for the County activity or system involved.
2. The County represents and warrants that it will make prompt and full disclosure to TriMin of any information regarding the government requirements and regulations related to the government program and that the system services.

## VII. Other Conditions

- A. Entire Agreement; Requirement of a Writing: Except where negotiations are otherwise authorized in the 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 Agreement presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

- B. Non-Assignment: TriMin shall not assign any interest in the Agreement without the prior written consent of the County thereto, provided, however, that claims for money due or to become due to TriMin from the County under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval.
- C. Conflicts of Interest. TriMin covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under this Agreement. TriMin further covenants that in the performance of this Agreement, no persons having any such conflicting interest shall be employed.
- D. Subcontracting. None of the work or services covered by this Agreement, and properly authorized by the User Group, shall be subcontracted without prior written approval of the User Group.

Said written consent shall not be unreasonably withheld in the event that TriMin shall reasonably request the authority to delegate or subcontract or consult regarding services to be provided hereunder and shall do so in writing except in the event of emergency, and shall request such authority only as to qualified personnel or entities, all of which shall be without any release of the responsibility of TriMin hereunder to the County for the services provided.

- E. Expenses Incurred: No Payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulations.
- F. Independent Contractor: For the purpose of this Agreement, TriMin shall be deemed an independent contractor, and not an employee of the County or the User Group. Any and all employees, members, or associates of TriMin or other persons, while engaged in the work or services required to be performed by TriMin under this Agreement, shall not be considered employees of the County or the User Group; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or TriMin, shall in no way be the obligation or responsibility of the County or the User Group.
- G. Liability: In recognition of the fact that the software covered by this agreement is not owned by TriMin, and that TriMin has no control of the use of the software by the County, TriMin's liability in performance of this Agreement shall be satisfied by its maintaining in full force and effect professional liability insurance as set forth in Section VII-I-4, below. In no event shall TriMin be liable for any consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable. The limitations of damages does not apply to indemnification claims or data practice violations.
- H. Disclaimer of Warranties: Except as expressly provided in this Agreement, there are no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose.
- I. Indemnification: Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and

employees may hereafter sustain, incur or be the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

- J. Insurance: TriMin, for the benefit of itself, the County, and the User Group, at all times during the term of this Agreement, shall maintain and keep in full force and effect the following.
1. A single limit, combined limit, or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned and hired vehicles used regularly in provision of services under this Agreement, in an amount of not less than one million dollars (\$1,000,000) per accident for combined single limit.
  2. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than two million dollars (\$2,000,000) for property damage arising from one (1) occurrences, two million dollars (\$2,000,000) for total bodily injury including death and/or damages arising from one (1) occurrence, and two million dollars (\$2,000,000) for total personal injury and/or damages arising from one (1) occurrence. Such policy shall also include contractual liability coverage.
  3. Statutory Workers' Compensation Insurance
  4. Professional liability (errors and omissions) insurance in an amount of not less than one million five hundred thousand and no/100th dollars (\$1,500,000.00).
  5. TriMin will provide the certificates of insurance as requested and provide that the insurance carrier will notify the User Group in writing at least thirty (30) days prior to any reduction, cancellation, or material alteration in TriMin's insurance coverage.
- K. Local Alterations: For each of the systems supported under this contract, the code maintained by TriMin shall be designated the "Base System". The parties to Agreement agree to accept the base system and modifications to the base system as approved by the User Group. TriMin shall not be liable for claims arising from local alterations. The term "Local Alterations" shall include, but not be limited to, any software modification, and any modification to system operations contrary to those specified in the system documentation.
- L. Data Practices: All data collected, created, received, maintained, disseminated or used for any purposes in the course of TriMin's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and any other applicable state statutes and rules adopted to implement the Act as well as other state and federal laws on data privacy. TriMin agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. TriMin designates Joe McNiff, as its "responsible authority" pursuant to the Minnesota Government Data Practices Act for purposes of this Agreement, the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data.
- M. Force Majeure: TriMin shall not be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers.
- N. Severability: The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement.
- O. Governing Laws: The laws of the State of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement.
- P. Non-Discrimination: In carrying out the terms of this Agreement, TriMin shall not discriminate against any employee, applicant for employment, or other person, supplier, or contractor, because of race, color, religion, sex, sexual orientation, marital status, national origin, disability, or public assistance.



- Q. Applicability of Uniform Commercial Code: Except to the extent the provisions of this Agreement are clearly inconsistent therewith, this Agreement shall be governed by the applicable provisions of the Uniform Commercial Code. To the extent this Agreement entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such services as "goods" would result in a clearly unreasonable interpretation.
- R. Whereas Clauses: The matters set forth in the "Whereas" clauses on page (1) hereof are incorporated into and made a part of this Agreement.
- S. Paragraph Headings: The paragraph and subparagraph headings used in this Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement.
- T. Pursuant to Minn. Stat. §16C.05, Subd.5, the Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- U. Liability of the County shall be governed by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) and other applicable law. This Agreement shall not constitute a waiver by the County of limitations on liability provided by Minnesota Statutes, Chapter 466 or other applicable laws.
- V. Duration

The duration of this Agreement shall be January 1, 2024, to December 31, 2024, inclusive.

W. Cancellation

This Agreement is binding for the duration of the agreement (1 year) and may not be canceled by the County or by TriMin within the contract period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed intending to be bound thereby.

**Accepted and Agreed for:**

**Accepted and Agreed for:**

County: \_\_\_\_\_

**TriMin Systems, Inc.:**

Signed By: \_\_\_\_\_

Signed By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Joe McNiff

Title: \_\_\_\_\_

Title: Vice President

Date: \_\_\_\_\_

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, Director	
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, 2024 - December 31, 2024			TOTAL AMOUNT \$7,354.00

## 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 \$7,354.00	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? 12 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 prevention and CMH.	
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.	

## 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 too
--

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 checked="" type="checkbox"/> I agree	ELECTRONIC SIGNATURE (type name) Julie Sjostrand	DATE 11/8/2023
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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, 2024 - December 31, 2024

Service/Program	Budget
Flexible spending	\$7,354.00
Total:	\$7,354.00



October 17, 2023

Pennington County Human Services  
Attn: Julie Sjostrand  
318 Knight Avenue N  
Thief River Falls, MN 56701

Dear Ms. Sjostrand,

On August 21, 2023, Pennington County Family Child Care was reviewed to determine compliance with the provisions of Minnesota Rules, parts 9543.0010 through 9543.0150 (Rule 13), which govern licensing functions delegated to county and private agencies.

Pennington County Human Services is certified to perform family childcare licensing functions under Minnesota Rules, parts 9543.0010 through 9543.0150, for a period of four years up to September 30, 2027.

Thank you for your cooperation. If you have any questions, please contact Linda Lundstrom at (651) 431-6371.

Sincerely,

Beth Donahue, Supervisor  
Family Child Care Licensing  
Office of Inspector General

CC: Elizabeth Gerhart, Supervisor  
Jamie Danzl, Licensor

# Pennington County Performance Report

## Child Support Performance Report November 2023

**Reporting Period:**  
Oct. 1, 2022 – Sept. 30, 2023



**For more information contact:**  
Minnesota Department of Human Services  
Human Services Performance Management System  
DHS.HSPM@state.mn.us | (651) 431-5780

## About this Report

The purpose of this report is to share county performance data on the Child Support measures as they relate to the Human Services Performance Management system (referred to as the Performance Management system).

This report contains data on three measures and includes:

- Federal fiscal year (Oct. 1, 2022 – Sept. 30, 2023) performance data for the three Child Support measures
- Performance data trends for recent years
- A performance comparison to other counties in the same Minnesota Association of County Social Services Administrators (MACSSA) region

This report compares county performance to the thresholds established for the Performance Management system. The Performance Management system defines a threshold as the minimum level of acceptable performance, below which counties will need to complete a Performance Improvement Plan (PIP) as defined in Minnesota Statutes Chapter 402A. For counties below the threshold, an official PIP notification—with instructions for accessing PIP forms, PIP completion directions, and available technical assistance—will be sent in addition to this report.

***PIPs for the percent of Current Child Support paid measure are currently suspended for 2023.***

***See the Performance Management bulletin.***

[https://www.dhs.state.mn.us/main/idcplg?IdcService=GET\\_FILE&RevisionSelectionMethod=LatestReleased&Rendition=Primary&allowInterrupt=1&noSaveAs=1&dDocName=mndhs-064391](https://www.dhs.state.mn.us/main/idcplg?IdcService=GET_FILE&RevisionSelectionMethod=LatestReleased&Rendition=Primary&allowInterrupt=1&noSaveAs=1&dDocName=mndhs-064391)

## Additional Information

Supplemental and background information about the Performance Management System can be found on CountyLink:  
**[www.dhs.state.mn.us/HSPM](http://www.dhs.state.mn.us/HSPM).**

### **Percent of open child support cases with paternity established.**

#### **What is this measure?**

This measure divides the number of children in open Child Support cases that were not born in marriage in the previous federal fiscal year by the number of children in open Child Support cases that had paternities established in the report year. The paternities established by Child Support workers during the federal fiscal year may not necessarily be for the same children born of non-marital births in the previous year. This is why percentages often exceed 100 percent.

#### **Why is this measure important?**

Establishing parentage gives a child born outside of marriage a legal father and the same legal rights as a child born to married parents. Parentage must be established before an order for support can be established. Within the Child Support program, counties are responsible for connecting parents and their children by locating parents and establishing paternity. The counties initiate court actions to determine parentage. Paternity is important not only for the collection of child support, but also for other legal matters like inheritance and survivor benefits.

#### **What affects performance on this measure?**

- Service factors such as staff availability, the hours a county office is open, the location of the agency in relation to people needing services, and the age of technology and computer systems.
- Staff factors such as staff training levels, staff-to-client ratios, and business continuity planning as older, more experienced workers retire.
- Participant factors such as demographics, trust or mistrust of government, housing stability, and immigration status.
- Environmental or external factors such as cooperation between law enforcement, counties, courts, and hospitals; working across state and American Indian reservation borders; and clients' ability to obtain transportation.



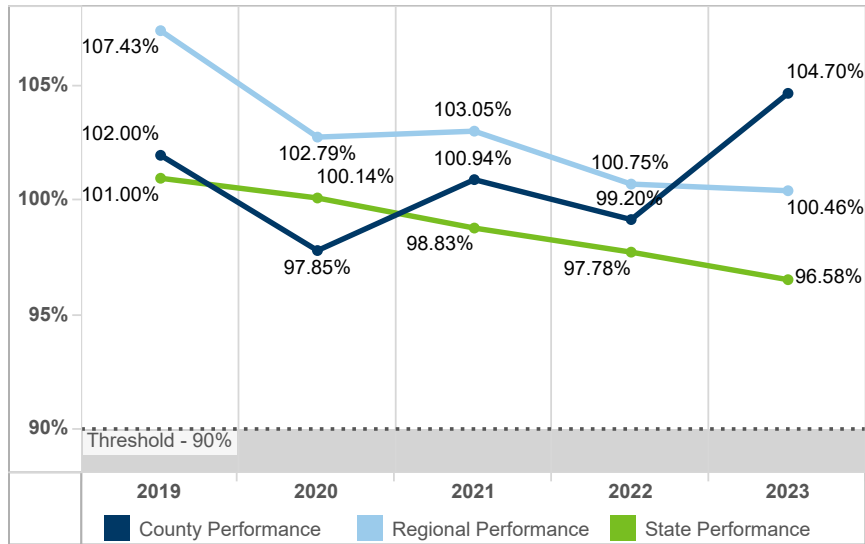
## Percent of open Child Support cases with paternity established.

### Pennington County Performance by Year

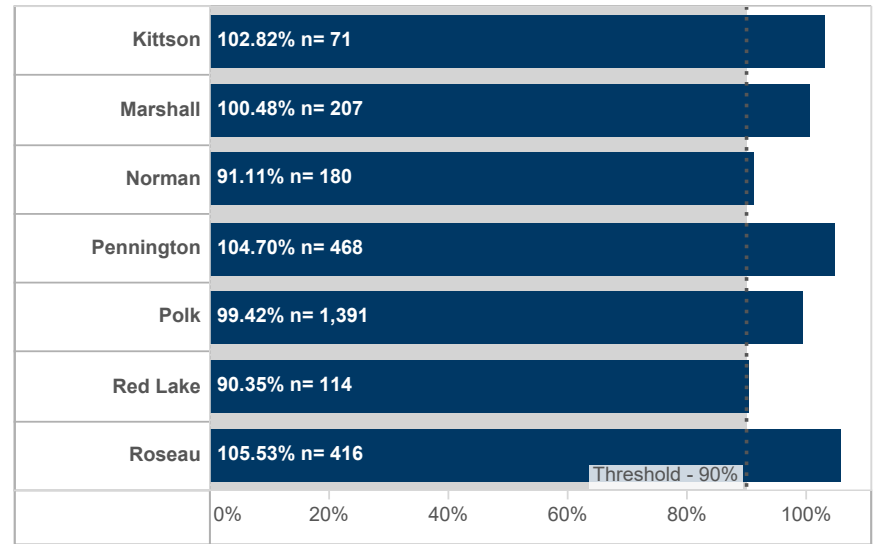
	2019	2020	2021	2022	2023
County Performance	102.00%	97.85%	100.94%	99.20%	104.70%
Denominator	558	559	533	497	468

**PIP Decision**  
No PIP Required - Performance is equal to or above the threshold of 90%.

### County, State and Regional Performance



### 2023 Performance for MACSSA Region 1



\*The dotted line on each graph indicates the measure threshold of 90%.

### **Percent of open child support cases with an order established.**

#### **What is this measure?**

This measure is the number of cases open at the end of the federal fiscal year with support orders established divided by the number of total cases open at the end of the federal fiscal year.

#### **Why is this measure important?**

This is a measure of counties' work toward ensuring children receive financial support from both parents. Through their role in the Child Support program, counties help ensure that parents contribute to their children's economic support through securing enforceable orders, monitoring payments, providing enforcement activities, and modifying orders when necessary.

#### **What affects performance on this measure?**

- Service factors that influence this measure include relationship with the county attorney, ability to schedule timely court hearings, information-sharing between courts, tribal nations, and Child Support, and relationships with other states that impact the ability to collect support across state boundaries.
- Staff factors that influence this measure include the number of staff dedicated to Child Support, training and education, and legacy planning and hiring of new staff as staff retire.
- Participant factors that influence this measure include family size, the separation or divorce rate and whether children are born in marriage, custody arrangements, and incarceration of non-custodial parents.
- Environmental or external factors influencing this measure include local economy and ability of non-custodial parents to find employment, employer response time to paperwork, parents that work for cash, and level of trust in the government to provide service.

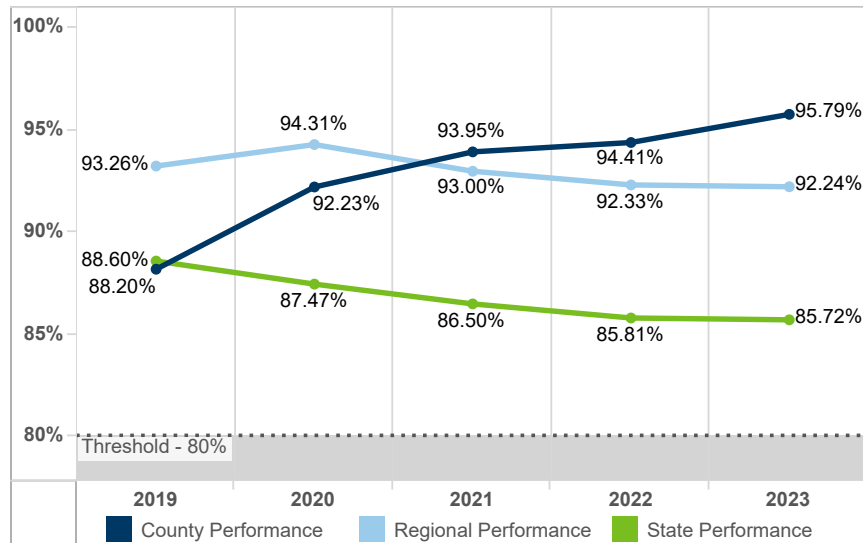
## Percent of open Child Support cases with an order established.

### Pennington County Performance by Year

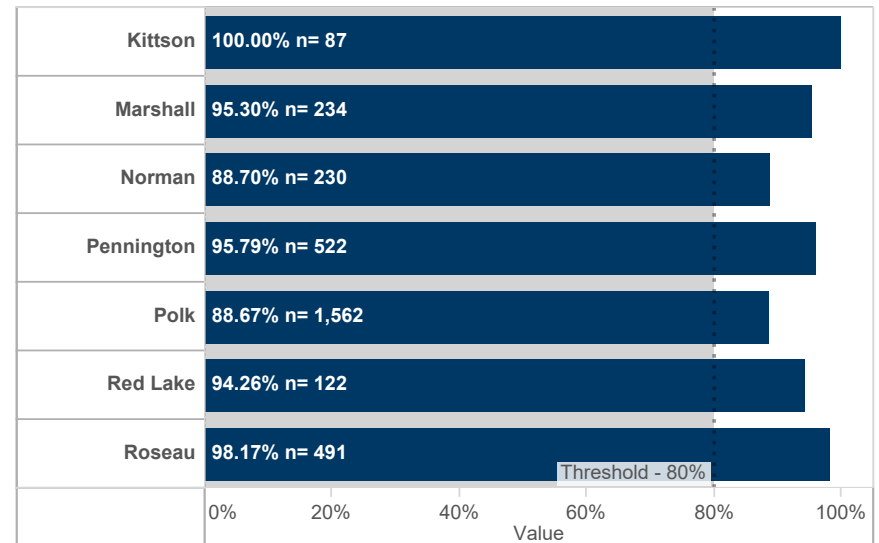
	2019	2020	2021	2022	2023
County Performance	88.20%	92.23%	93.95%	94.41%	95.79%
Denominator	688	656	612	590	522

**PIP Decision**  
No PIP Required - Performance is equal to or above the threshold of 80%.

### County, State and Regional Performance



### 2023 Performance for MACSSA Region 1



\*The dotted line on each graph indicates the measure threshold of 80%.

### Percent of Current Child Support Paid.

#### What is this measure?

This measure is the total amount of support distributed divided by the total amount of current support due during that fiscal year. The numerator and denominator are dollar amounts, rather than children, families, or people.

#### Why is this measure important?

Children need both parents contributing to their financial security, and child support is one means of accomplishing that. Counties, through their role in the Child Support program, help ensure that parents contribute to their children's economic support through securing enforceable orders, monitoring payments, providing enforcement activities, and modifying orders when necessary.

#### What affects performance on this measure?

- Service factors that influence this measure include the size of the interstate caseload and ability to collect support across state boundaries, relationships with other counties and tribes, court processes, coordination with other county services, and technology that is sometimes out-of-date. For example, technology limitations do not allow non-custodial parents to pay by credit card.
- Staff factors that influence this measure include caseload size, legacy planning and training of new staff as staff retires, and challenges attracting and retaining new staff.
- Participant factors that influence this measure include parent initiative or interest in pursuing a modification of their order, non-cooperation by non-custodial parents, visitation schedules, employment rate, self-employment, and homelessness.
- Environmental or external factors that influence this measure include the local economy, resources of the county attorney, the availability of community resources to help parents find and keep employment and address issues leading to unemployment, and the increased state minimum wage.

# Percent of Current Child Support Paid Threshold Review

## Background on percent of current Child Support paid threshold

In 2017, a stakeholder workgroup recommended and the Human Services Performance Council approved a two part plan to update the Child Support Paid Threshold:

- Increasing Five-year Average (Currently in Use)**  
*Temporary Threshold Launched in 2017*  
 This modified version of the historical threshold was launched in 2017. The current, temporary threshold rewards performance improvement while minimizing the effect of one-year performance anomalies. This threshold will be used until the Regression Adjusted Performance Model is finalized.
- Develop a Regression Adjusted Performance Model**  
 The DHS Child Support division, in partnership with the Performance Management team, is developing a Regression Adjusted Performance Model to use statistical regression analysis to predict what a county's performance should be based on contributing factors. The regression model is under development and will be implemented when complete.

## Calculating the Increasing Five-year Average Threshold

The Current Child Support Paid threshold uses a five-year average of the year-over-year (YOY) point change in performance. If the average YOY growth for the county is positive, there is no PIP. If there was no growth (0 percentage points) or negative growth, the county receives a PIP. The threshold includes a clause for counties performing above the state median; regardless of year-over-year change, counties with performance above the state median performance for the reporting period (76.18% for 2023) will not receive a Performance Improvement Plan (PIP).

	<u>County Data:</u>	<u>Calculate Year-over-year Change:</u>	<u>Calculate Average Change:</u>
<b>Sample Calculation</b>	Milkweed County had 64.79 percent of its orders paid in 2018, 65.22 percent in 2019, 65.35 percent in 2020, 66.21 percent in 2021, 65.08 percent in 2022, and 66.11 percent in 2023.	2019 - 2018 = 65.22 - 64.79 = 0.43	$(\Delta 2019 + \Delta 2020 + \Delta 2021 + \Delta 2022 + \Delta 2023) / 5 =$ $(.43 + .13 + .86 + -1.13 + 1.03) / 5 =$ .264 percentage points  <b>The average is positive, therefore the threshold has been met.</b>
		2020 - 2019 = 65.35 - 65.22 = 0.13	
		2021 - 2020 = 66.21 - 65.35 = 0.86	
		2022 - 2021 = 65.08 - 66.21 = -1.13	
		2023 - 2022 = 66.11 - 65.08 = 1.03	

### Percent of current Child Support paid.

#### Pennington County Performance by Year

	2019	2020	2021	2022	2023
County Performance	79.27%	77.47%	78.90%	75.56%	77.71%
Denominator	\$1,984,213.79	\$1,996,279.65	\$1,998,288.54	\$1,911,547.48	\$1,889,300.80

#### 2023 Threshold

Five-Year Average Change  
**0.00%**

Minimum Performance Target  
**76.18%**

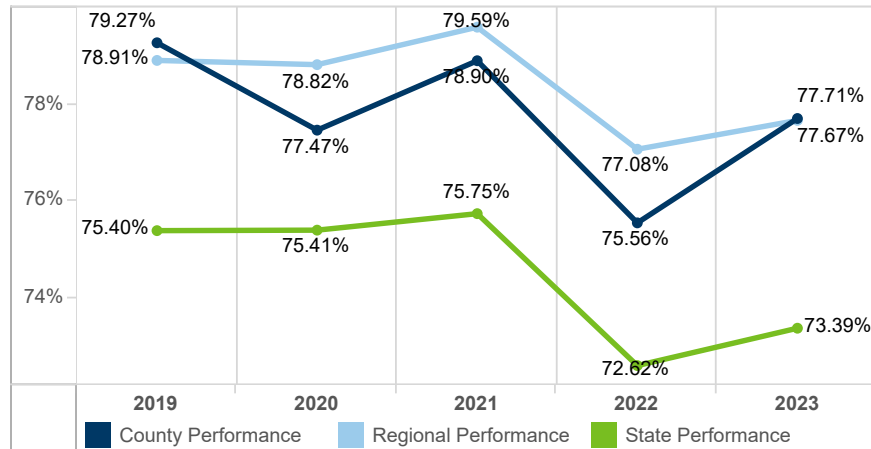
*The Child Support Paid threshold is a five-year average of the year-over-year change in performance. A positive number indicates the performance threshold has been met (see page 13 for details).*

*The performance target was the minimum performance needed for a positive five-year average change or the state median performance, 76.18%, whichever is lower.*

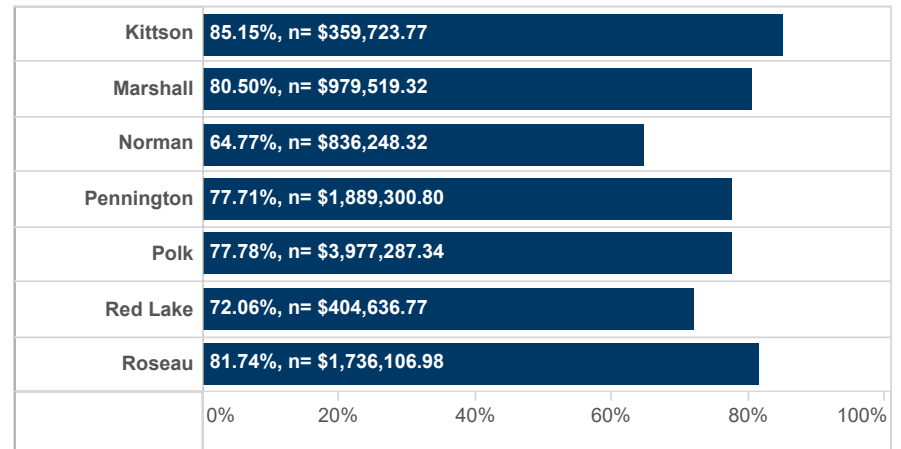
#### PIP Decision

**No PIP required - The Human Services Performance Management System has suspended 2023 PIPs.**

#### County, State and Regional Performance



#### 2023 Performance for MACSSA Region 1



## Racial Data for percent of current Child Support paid .

Performance data is provided below by racial and ethnic groups for counties where there were 30 or more people of a group included in the denominator. The racial and ethnic data provided is that of the noncustodial parent.

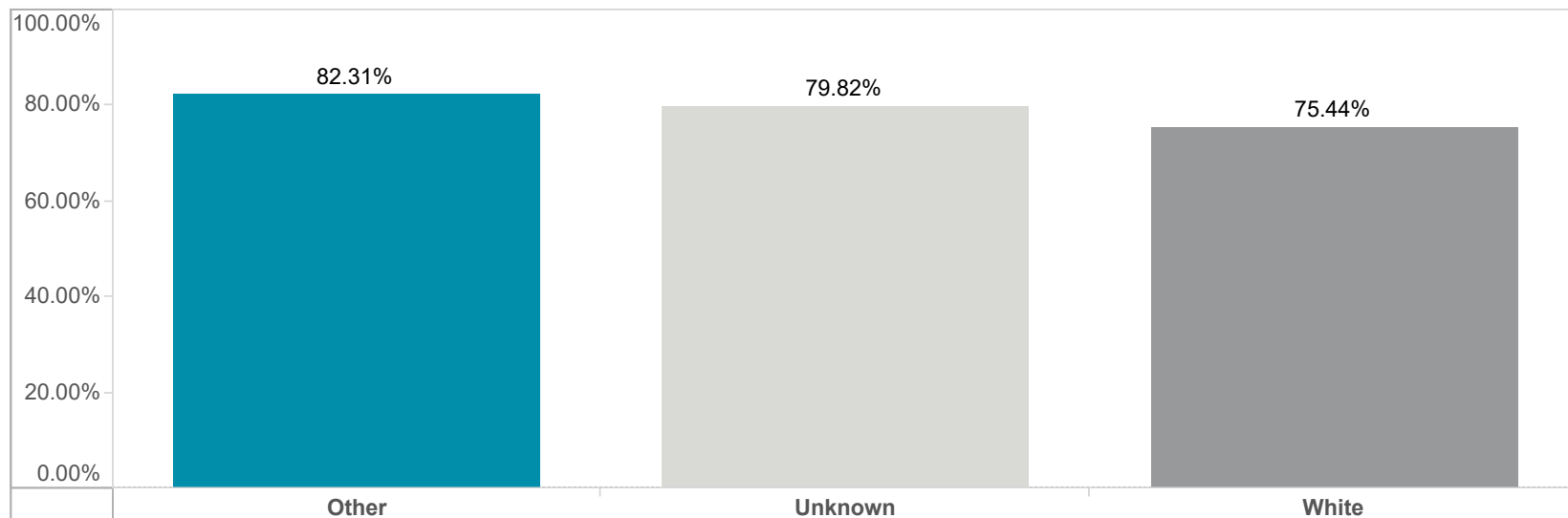
### **Purpose**

The racial and ethnic data included in this report is for informational and planning purposes. We encourage you to review this data to identify opportunities for improvement. The racial and ethnic group data included in this report does not give a complete picture of county performance, the communities being served, nor systemic inequities. The Performance Management system is not currently using this data to assess a county's need for PIPs.

### **No Data Available**

Counties with low numbers (fewer than 30) for all but one racial or ethnic group do not have a graph of performance by racial and ethnic group available in this report. Currently, racial data is not available for the other Child Support measures, only percent of current Child Support Paid.

Pennington County 2023 Performance by Race and Ethnicity for *percent of current Child Support paid*



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

<b>Cash</b>	# Cases	## in HH	# Adults	# Children	
MFIP	34	81	31	50	Minnesota Family Investment Program
DWP	2	7	3	4	Diversionsary Work Program
GA	48	48	48	0	General Assistance
GRH	50	50	50	0	Group Residential Housing
MSA	46	46	46	0	Minnesota Supplement Aid
EA	2	6	3	3	Emergency Assistance
EGA	0	0	0	0	Emergency General Assistance
<b>TOTAL</b>	<b>182</b>	238	181	57	

<b>Food</b>					
SNAP	555	,012	639	373	Supplemental Nutrition Assistance Program
<b>TOTAL</b>	<b>555</b>				

<b>Health Care</b>					
MA (MAXIS)	553	562	471	91	Medical Assistance
IMD	5	5	5	0	Institute for Mental Disease
QMB	258	259	258	1	Qualified Medicare Beneficiary (Medicare Savings Program)
SLMB	60	63	63	0	Service Limited Medicare Beneficiary (Medicare Savings Program)
QI-1	22	25	25	0	QI-1 (Medicare Savings Program)
MA (METS/MNsure)	1,069				Medical Assistance (as of 10/5/2023)
MCRE (METS)	58				MinnesotaCare (as of 10/5/2023)
<b>TOTAL</b>	<b>2,025</b>	914	822	92	

<b>TOTAL ACTIVE PROGRAMS:</b>	<b>2,762</b>
<b>TOTAL ACTIVE CASES:</b>	<b>2,081</b>



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

SS

SS

	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	18,997.49	21,237.43	12,989.22	11,483.69	28,148.31	22,372.08	18,748.16	-	-	172,755.10	171,339.06	0.8%
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	-	-	72,905.66	51,803.70	40.7%
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	-	-	425,376.48	187,768.08	126.5%
Adoption Aid	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Totals</b>	<b>41,911.38</b>	<b>18,318.14</b>	<b>94,526.26</b>	<b>69,125.72</b>	<b>70,755.59</b>	<b>55,237.51</b>	<b>78,357.66</b>	<b>99,094.84</b>	<b>65,500.05</b>	<b>78,210.09</b>	<b>-</b>	<b>-</b>	<b>671,037.24</b>	<b>410,910.84</b>	<b>63.3%</b>
<b>Revenue</b>															
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	-	-	80,254.34	69,595.76	15.3%
4E Recovery	-	45,094.00	-	-	6,845.00	-	-	18,694.00	-	-	-	-	70,633.00	22,227.00	217.8%
NFC Settlement	-	-	-	-	-	-	-	1,822.00	-	-	-	-	1,822.00	43,619.44	-95.8%
<b>Totals</b>	<b>15,917.31</b>	<b>53,154.67</b>	<b>7,200.69</b>	<b>5,194.05</b>	<b>6,845.00</b>	<b>15,211.15</b>	<b>8,150.71</b>	<b>27,249.19</b>	<b>7,087.57</b>	<b>6,699.00</b>	<b>-</b>	<b>-</b>	<b>152,709.34</b>	<b>100,215.78</b>	<b>52.4%</b>
<b>Net Expense</b>	<b>25,994.07</b>	<b>(34,836.53)</b>	<b>87,325.57</b>	<b>63,931.67</b>	<b>63,910.59</b>	<b>40,026.36</b>	<b>70,206.95</b>	<b>71,845.65</b>	<b>58,412.48</b>	<b>71,511.09</b>	<b>-</b>	<b>-</b>	<b>518,327.90</b>	<b>310,695.06</b>	<b>66.83%</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>40,728.10</b>	<b>85,758.95</b>	<b>106,486.35</b>	<b>140,819.91</b>	<b>198,058.25</b>	<b>189,263.32</b>	<b>242,859.26</b>	<b>219,215.22</b>	<b>166,449.92</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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1431.9  
1324.5  
84.88  
1109.4  
1273.2  
358.53  
259.02  
358.53  
259.02  
358.53  
259.02



# 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	4,510,080.21	81.71%
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	4,690,147.87	84.97%
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	4,850,104.65	87.87%
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	4,637,867.07	84.02%
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	4,520,293.45	81.89%
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%

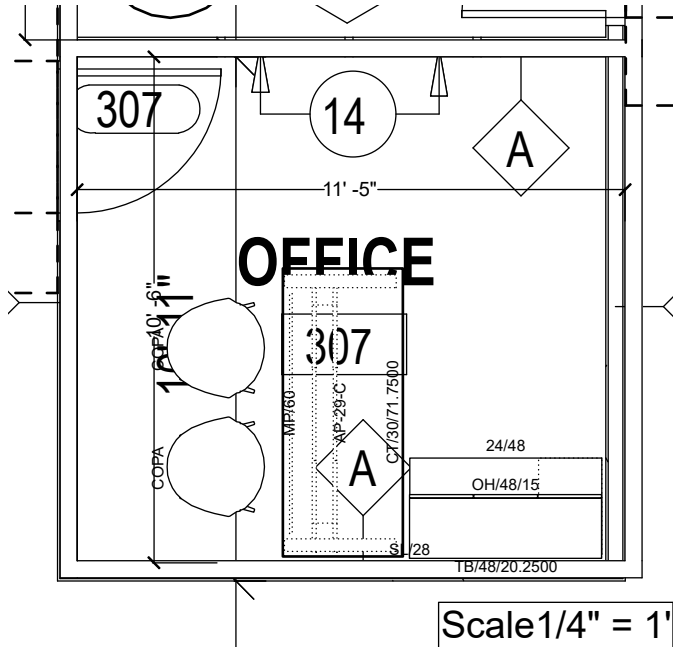
Expense Budget

5,519,935.00

\*\*\*\*\*Fund balance should be at 42% of Annual Expenditures.



OFFICE 307



Scale 1/4" = 1'



- Ash
- Bleached oak
- Cognac
- MATT OAK
- Walnut stained oak

Available chair leg finishes



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Location: Thief River Falls, MN

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Designer:  
BN

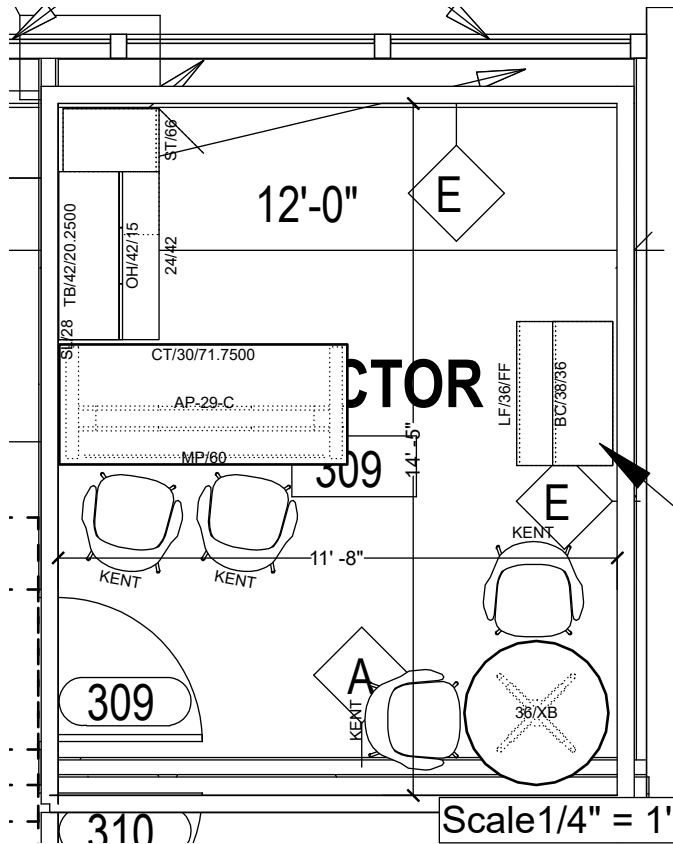
Sales:  
CE

Date: 08/29/23

Revision Date: 11/1/2023

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# OFFICE 309



2-HIGH LATERAL WITH STACKING BOOKCASE



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Sales:  
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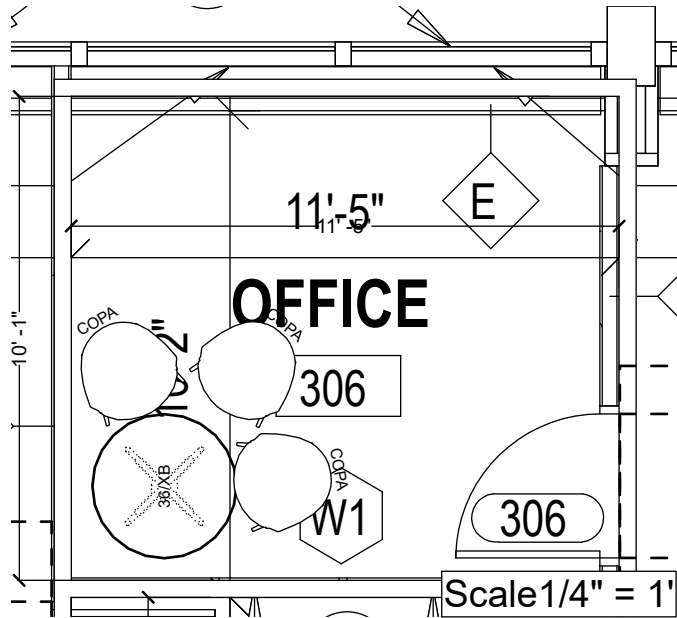
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# OFFICE 306



- Ash
- Bleached oak
- Cognac
- MATT OAK
- Walnut stained oak

Available chair leg finishes



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Location: Thief River Falls, MN

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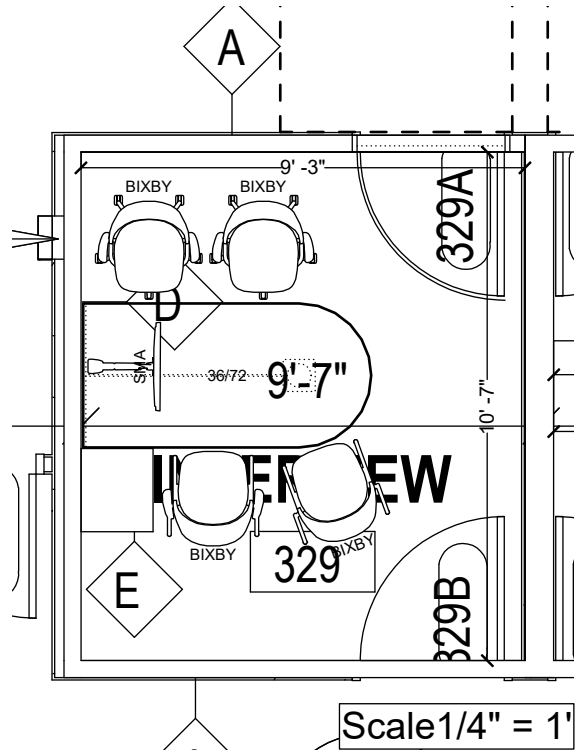
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Date: 08/29/23

Revision Date: 11/1/2023

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# INTERVIEW 329



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Location: Thief River Falls, MN

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Designer:  
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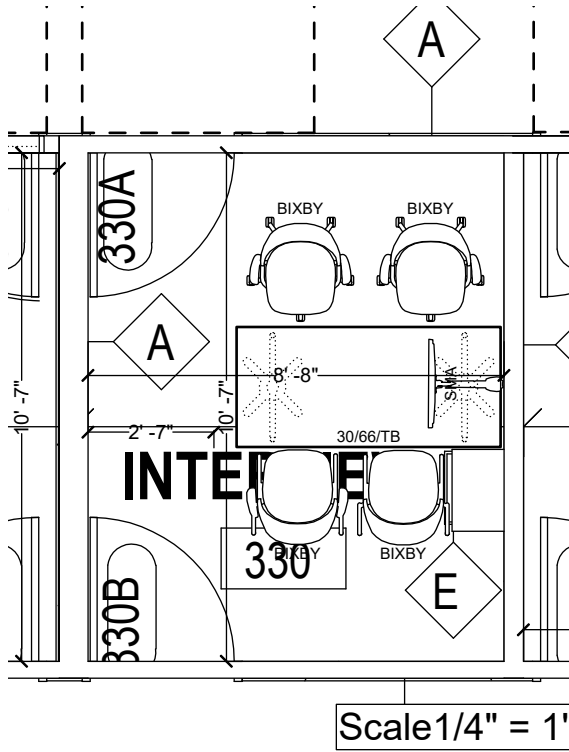
Sales:  
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Revision Date: 11/1/2023

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# INTERVIEW 330



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Project Name: Pennington County Human Services  
Location: Thief River Falls, MN

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Designer:  
BN

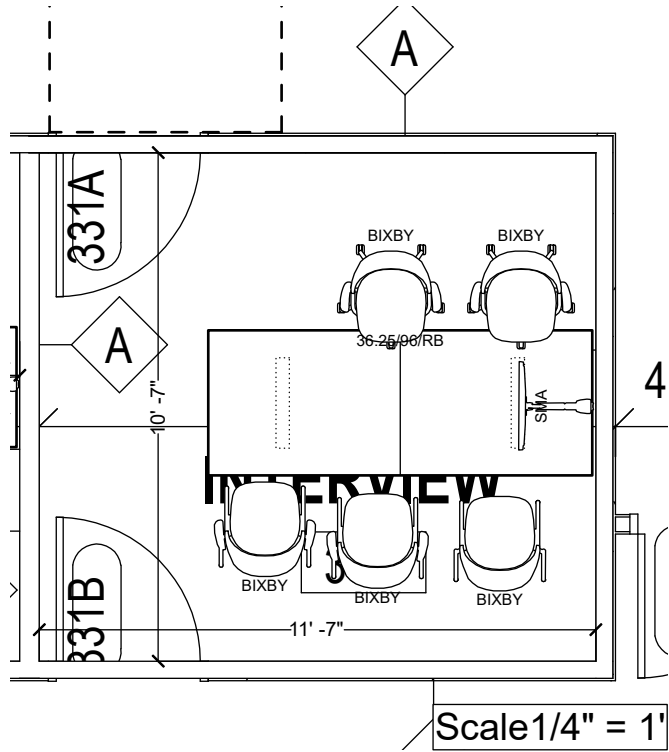
Sales:  
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Date: 08/29/23

Revision Date: 11/1/2023

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# INTERVIEW 331



CONNECT INTERIORS

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connectinteriors.com

Project Name: Pennington County Human Services  
Location: Thief River Falls, MN

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Designer:  
BN

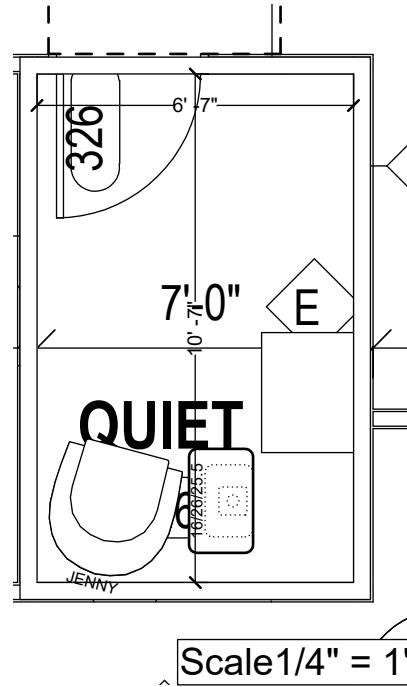
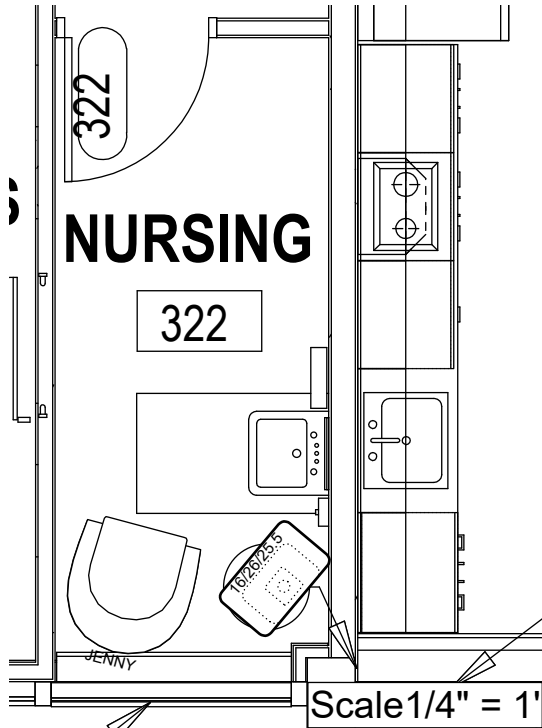
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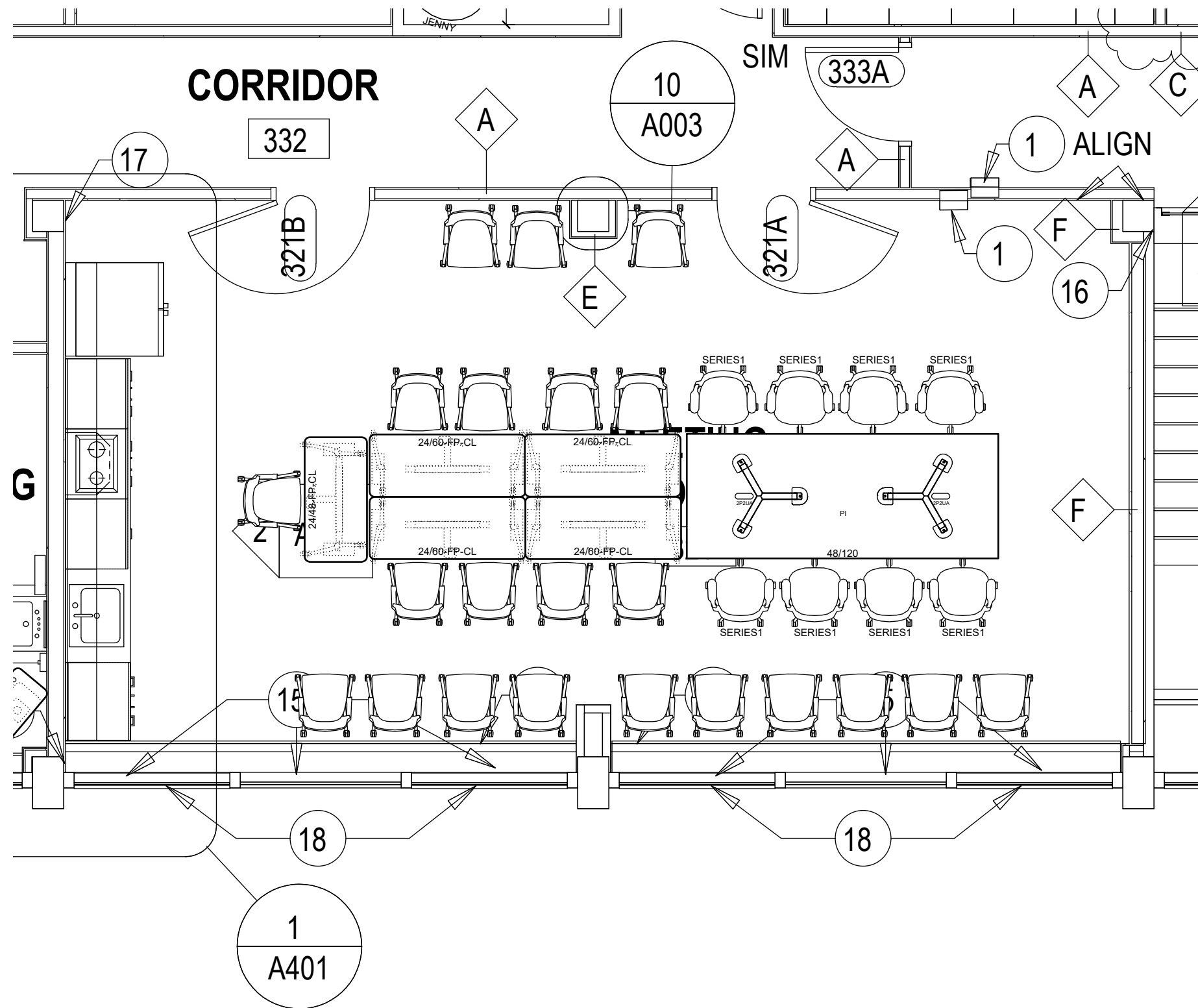
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Scale 1/4" = 1'



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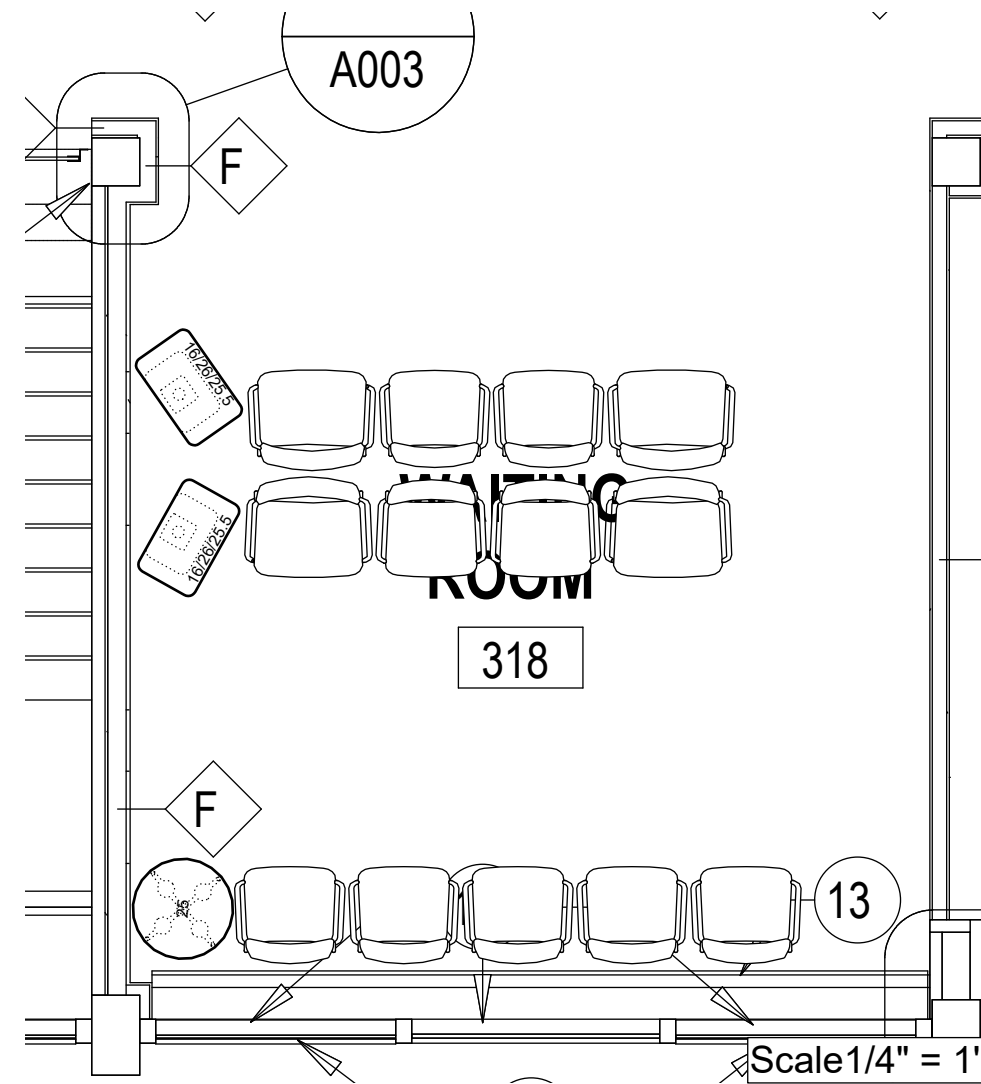
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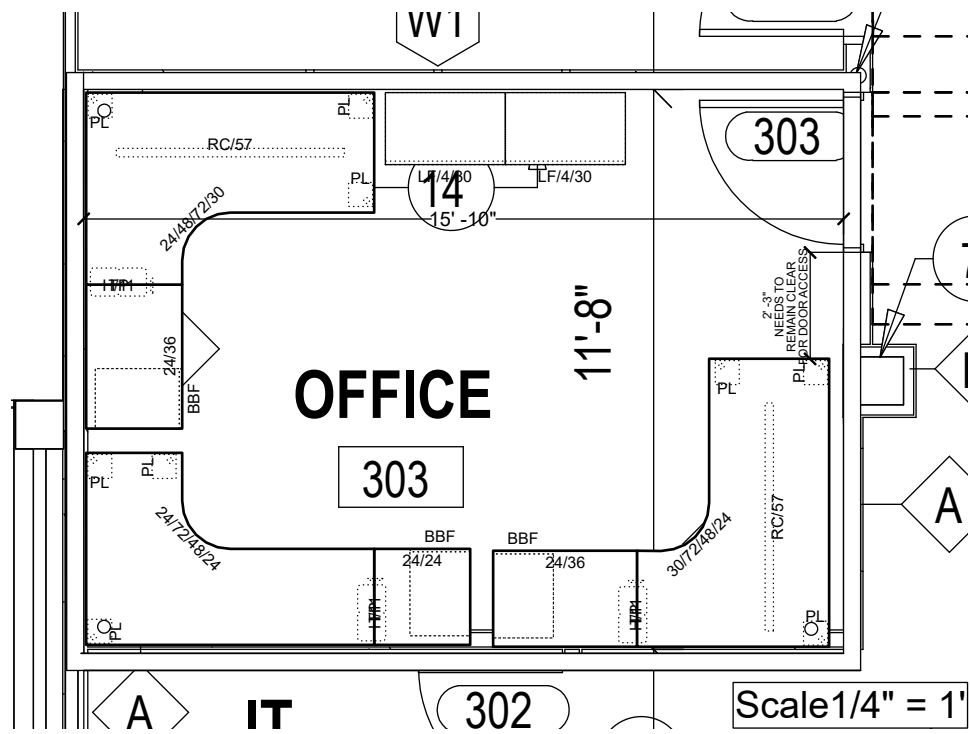
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## BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (the "Agreement") is made and entered into by and between Pennington County Human Services ("Covered Entity") and Clay County Technology and Social Services ("Business Associate") as of November 7, 2023 ("Effective Date"). The business relationship between Business Associate and Covered Entity may involve the use and disclosure of health information that is protected by federal law as defined below ("Protected Health Information"). Therefore, to the extent that such Protected Health Information is shared between the parties, this Agreement shall apply and shall set forth the party's obligations with respect to such Protected Health Information. The provisions of this Agreement shall become binding on the parties beginning on the date on which Protected Health Information is first shared between the parties and shall terminate in accordance with the terms of this Agreement. Business Associate

### 1. Definitions

- a) Breach. "Breach" shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such Protected Health Information such that the unauthorized acquisition, access, use, or disclosure poses a significant risk of financial, reputational, or other harm to the Individual (as defined below). A "Breach" shall not include the following:
  - i) any unintentional acquisition, access, or use of Protected Health Information by an employee or person acting under the authority of Covered Entity or Business Associate, as long as such acquisition, access, or use was made in good faith and within the scope of such employee's or person's authority with Covered Entity or Business Associate, provided that such information is not further used or disclosed in an unauthorized manner;
  - ii) an inadvertent disclosure by a person who is otherwise authorized to access Protected Health Information at Covered Entity or Business Associate to another similarly situated person at the same Covered Entity or Business Associate, provided that any such information received as a result of such disclosure is not further used or disclosed in an unauthorized manner; or
  - iii) a disclosure of Protected Health Information where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- b) Electronic Health Record. "Electronic Health Record" shall mean an electronic record of health-related information on an Individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- c) Electronic Protected Health Information. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- d) Health Plan. "Health Plan" or "Plan" shall have the same meaning as the term "Health Plan" at 45 C.F.R. § 160.103.

- e) HIPAA. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, as amended, and the implementation regulations thereunder, including without limitation the HITECH Standards (as defined below), the January 25, 2013 final rule issued by the Secretary (the "Final Rule"), and all future regulations promulgated thereunder.
- f) HIPAA Rules. "HIPAA Rules" means the Privacy Rule (as defined below) and the Security Rule (as defined below).
- g) HITECH Standards. "HITECH Standards" means Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), found at Title XIII of the American Recovery and Reinvestment Act of 2009, and any regulations promulgated thereunder, including all amendments to the HIPAA Rules, including the Final Rule.
- h) Individual. "Individual" shall have the same meaning as the term "individual" at 45 C.F.R. § 160.103, and any amendments thereto, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- i) Privacy Rule. "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and 164.
- j) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, and any amendments thereto, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- k) Required By Law. "Required By Law" shall have the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- l) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- m) Security Incident. "Security Incident" shall have the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- n) Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160, 162, and 164.
- o) Unsecured Protected Health Information. "Unsecured Protected Health Information" means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary.
- p) Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule, the Security Rule, the HITECH Standards, the Final Rule, or any future regulations promulgated or guidance issued by the Secretary thereunder.

## **2. Relationship of Parties**

In the performance of the work, duties and obligations described in this Agreement or under any other agreement between the parties, the parties acknowledge and agree that each party is at all times acting and performing as an independent contractor and at no time shall the relationship between the parties be construed as a partnership, joint venture, employment, principal/agent relationship, or master/servant relationship.

## **3. Ownership of Protected Health Information**

Business Associate acknowledges that all right, title and interest in and to any Protected Health Information furnished to Business Associate vests solely and exclusively with Covered Entity or the Individual to whom such Protected Health Information relates.

## **4. Obligations and Activities of Business Associate**

- a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement, any underlying agreement between the parties, or as Required By Law.
- b) Business Associate will make reasonable efforts to limit requests for and the use and disclosure of Protected Health Information to the minimum necessary, and as applicable, in accordance with the regulations and guidance issued by the Secretary on what constitutes the minimum necessary for Business Associate to perform its obligations to Covered Entity under this Agreement, any underlying agreement, or as Required By Law.
- c) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement.
- d) Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity.
- e) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware. To the extent that Business Associate creates, receives, maintains or transmits Electronic Protected Health Information, Business Associate agrees to report as soon as practicable to Covered Entity any Security Incident, as determined by Business Associate, involving Protected Health Information of which Business Associate becomes aware. At the request of Covered Entity, Business Associate shall identify the date of the Security Incident, the scope of the Security Incident, Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. The parties agree that this section satisfies any reporting required by Business Associate of attempted but Unsuccessful Security Incidents (as defined below) for which the parties agree no additional reporting shall be required. "Unsuccessful Security Incidents" include but are not limited to activity

such as “pings” and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service and any other attempts to penetrate such computer networks or systems that do not result in unauthorized access, use or disclosure of Electronic Protected Health Information.

- g) Following Business Associate’s discovery of a use or disclosure of Unsecured Protected Health Information that is not provided for by this Agreement, Business Associate shall notify Covered Entity of the Breach without unreasonable delay, and in no event later than ten (10) calendar days after Business Associate, or any of its employees or agents, discovered the Breach.
- h) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to substantially the same or greater restrictions and conditions on the creation, use or disclosure of Protected Health Information that apply through this Agreement to Business Associate with respect to such information by entering into a business associate agreement.
- i) Business Associate agrees to provide access, at the request of Covered Entity, and in a time and manner mutually acceptable to Business Associate and Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity, or, as directed by Covered Entity, to an Individual, in order to meet the requirements under 45 C.F.R. § 164.524.
- j) Business Associate agrees to make any amendment(s) to Protected Health Information in its possession contained in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual, and in a time and manner mutually acceptable to Business Associate and Covered Entity.
- k) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- l) Within ten (10) business days (or such other date that Business Associate and Covered Entity may reasonably agree upon) of receiving written notice from Covered Entity that Covered Entity has received a request for an accounting of disclosures of Protected Health Information, Business Associate agrees to provide to Covered Entity information collected to permit Covered Entity to make the accounting required in accordance with 45 C.F.R. § 164.528.
- m) Business Associate agrees to honor any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of Protected Health Information, upon written notice by Covered Entity to Business Associate. Specifically, upon written notice from Covered Entity that an Individual has made a request to restrict the disclosure of the Individual’s Protected Health Information, Business Associate must comply with the requested restriction if, except as otherwise required by law, the disclosure is to a Health Plan for purposes of carrying out payment or health care operations and the Protected Health Information

pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.

- n) Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy Rule.
- o) If Business Associate uses or maintains Protected Health Information in an Electronic Health Record, Business Associate must provide access to such information in an electronic format if so requested by an Individual. Any fee that Business Associate may charge for such electronic copy shall not be greater than Business Associate's labor costs in responding to the request.
- p) Business Associate shall not engage in any marketing activities or communications with any Individual unless such marketing activities or communications are allowed by the terms of this Agreement or a separate underlying agreement between the parties, and are made in accordance with the HITECH Standards, the Final Rule, or any future regulations promulgated thereunder. Notwithstanding the foregoing, any payment for marketing activities shall be made in accordance with the HITECH Standards, the Final Rule, or any future regulations promulgated thereunder.
- q) If Business Associate knows of, or becomes aware of, a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, Business Associate shall take reasonable steps to cure the breach or end the violation, as applicable, and if such steps are unsuccessful shall terminate this Agreement.
- r) Business Associate shall abide by the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Subpart C, specifically the Administrative Safeguards at 45 C.F.R. § 164.308, the Physical Safeguards at 45 C.F.R. § 164.310, the Technical Safeguards at 45 C.F.R. § 164.312, and the policies and procedures and documentation requirements at 45 C.F.R. § 164.316, in the same manner such provisions apply to Covered Entity.
- s) Business Associate shall not receive remuneration, directly or indirectly, in exchange for any Protected Health Information, unless so allowed by the terms of this Agreement or a separate underlying agreement between the parties and in accordance with the HITECH Standards, the Final Rule, and any future regulations promulgated thereunder.
- t) To the extent the Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

## **5. General Use and Disclosure Provisions**

Except as otherwise limited in this Agreement:

- a) Business Associate reserves the right to use Protected Health Information for the proper management and administration of Business Associate, to carry out the legal responsibilities of Business Associate, and to provide data aggregation services to Covered Entity.

- b) Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.
- c) Business Associate may disclose Protected Health Information in its possession for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the third party to whom the information is disclosed that such Protected Health Information will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

**6. Obligations of Covered Entity**

- a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b) Covered Entity shall notify Business Associate, in writing and in a timely manner, of any change in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such change may affect Business Associate's permitted or required use or disclosure of Protected Health Information.
- c) Covered Entity shall notify Business Associate, in writing and in a timely manner, of any restriction to the use and/or disclosure of Protected Health Information, which Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.
- d) Covered Entity shall notify Business Associate if it has entered into "Business Associate Agreements" with any third parties (e.g., case managers, brokers or third party administrators) to which Covered Entity directs and authorizes Business Associate to disclose Protected Health Information

## **7. Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Covered Entity.

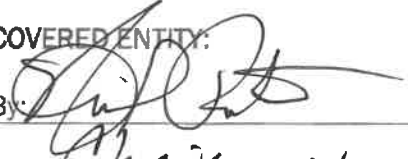
## **8. Term and Termination**

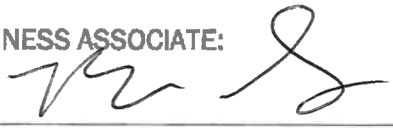
- a) Term. The term of this Agreement shall commence on the Effective Date which shall be no later than the earliest applicable compliance date, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - i) Provide an opportunity for Business Associate to cure the breach of this BAA or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - ii) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.
- c) Effect of Termination.
  - i) Except as provided in paragraph (ii) of this Section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall not retain copies of the Protected Health Information.
  - ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, or if Protected Health Information is retained by Business Associate for purposes described in Section 5 above, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible or necessary for purposes of Section 5 above. Upon determination that return or destruction of Protected Health Information is not feasible or necessary for purposes of Section 5 above, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction not feasible, for so long as Business Associate maintains such Protected Health Information.

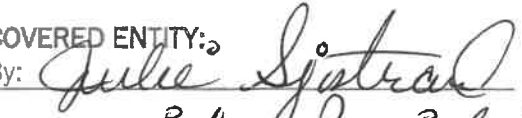


9. Miscellaneous


- a) Regulatory References. A reference in this Agreement to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended and for which compliance is required.
- b) Amendment. The parties acknowledge that the foregoing provisions are designed to comply with the mandates of HIPAA. No change, amendment, or modification of this Agreement shall be valid unless set forth in writing and agreed to by both parties. Notwithstanding the foregoing, the parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as may be necessary from time to time for the parties to comply with the requirements of HIPAA.
- c) Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with HIPAA.

COVERED ENTITY:  
By:   
Title: Chairman  
Date: 11/13/23

BUSINESS ASSOCIATE:  
By:   
Title: Technology Services Director  
Date: 11-13-2023

COVERED ENTITY:  
By:   
Title: Director of Pennington County Home Services  
Date: 11/13/23

BUSINESS ACCOCIATE:  
Rhonda Porter  
Director, Clay County Social Services  
11-13-2023

COVERED ENTITY:  
By:   
Title: Pennington County Attorney  
Date: 11/9/23