# PENNINGTON COUNTY BOARD OF COMMISSIONER'S MEETING JUSTICE CENTER – COUNTY BOARD ROOM TUESDAY, NOVEMBER 26, 2024, 10:00 A.M.

#### **AGENDA - REVISED**

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Amendments to the Agenda
- **4. Recognition of Citizens** Individual's present may address the Board about items not on the regular agenda; no action on these items is required at this time.
- 5. Approval of the Board minutes; bills
- 6. Regular Agenda
  - 10:05 Julie Sjostrand Human Services Director
    - Consent Agenda
  - 10:10 Janelle Cheney DOC District Supervisor
    - Comprehensive Plan, 2025 Budget
  - 10:25 Mike Flaagan County Engineer
  - 10:40 Seth Vettleson County Sheriff
  - 10:50 Closed session pursuant to MN Statute 13D.05, Subd.2(b) for consideration of allegations or charges against an individual subject to the Board's authority
  - 11:00 Carl Bruzek County Assessor
    - Abatement request; Abatement Policy

- 7. County Auditor-Treasurer Items
- 8. County Coordinator Items
- 9. County Attorney Items
- 10. Committee Reports / Commissioner Updates
- 11. Adjournment

## OFFICIAL PROCEEDINGS PENNINGTON COUNTY BOARD OF COMMISSIONERS JUSTICE CENTER BOARD ROOM NOVEMBER 12, 2024 – 10:00 A.M.

Pursuant to M.S. 375.07, the Pennington County Board of Commissioners met in the Pennington County Justice Center Board Room in Thief River Falls, MN, on Tuesday, November 12, 2024, at 10:00 a.m. Members Present: Seth Nelson, Roy Sourdif, David Sorenson, Neil Peterson, and Bruce Lawrence. Members absent: None.

The meeting was called to order by Chairman Nelson and the Pledge of Allegiance was recited.

The Chairman asked if there were any amendments to the agenda. County Coordinator Kevin Erickson stated the closed session has been removed from the agenda. Motioned by Commissioner Peterson, seconded by Commissioner Sourdif, to approve the agenda with the change presented. Motion carried.

Recognition of Citizens: None.

Motioned by Commissioner Sourdif, seconded by Commissioner Lawrence, to approve the County Board minutes of October 22, 2024, and October 24, 2024, as written. Motion carried.

Motioned by Commissioner Lawrence, seconded by Commissioner Sorenson, to approve the Auditor and Manual warrants for October 2024 totaling \$2,476,244.54 and the following Commissioner warrants. Motion carried.

County Revenue	\$147,807.42
Road & Bridge	\$ 33,518.05
Solid Waste Facility	\$ 5,945.08
Ditch Funds	\$ 24,708.40

Per diems and meal reimbursements in the amount of \$2,800.00 were also approved.

County Sheriff Seth Vettleson presented the following items:

Two quotes were received for the purchase of new squad vehicles:

Northern Motors 2024 Chevrolet Tahoe \$56,425\* Thief River Ford 2025 Ford Explorer \$44,429\* \*pricing does not include taxes, titling, and licensing fees

Mr. Vettleson requested permission to order two Ford Explorers to be paid for with the 2025 budget. Motioned by Commissioner Peterson, seconded by Commissioner Lawrence, to approve the quote by Thief River Ford and authorize the Sheriff to order two 2025 Ford Explorers at the quoted price of \$44,429 plus tax, title, and licensing, to be paid for in 2025. Motion carried.

Motioned by Commissioner Lawrence, seconded by Commissioner Sorenson, to authorize the County Sheriff to readvertise for the position of Correctional Officer. Motion carried.

Sheriff Vettleson noted he has received multiple calls from the public regarding the search function of the online jail roster, which is part of the Pennington County Sheriff's website. He wished to inform everyone that searching for a specific name does not work and noted that a blank search will result in the entire jail roster being displayed.

County Engineer Mike Flaagan presented the following items:

Mr. Flaagan distributed to the Board copies of a revised draft county policy on snowplowing. He noted that language has been generalized with some names and locations being removed, which should result in less updates in the future. He will discuss the policy at a future Board meeting.

Engineer Flaagan discussed a request from the Red River Watershed Management Board to help fund a flood management project in the amount of \$15,000 per county in the district. He is checking with other county engineers regarding the request and noted that a contribution deadline was not given. Mr. Flaagan will pass along the request to the Board members for their review and consideration.

Mr. Flaagan stated that a search for a used utility truck for the highway department has resulted in several options, including a 2012 Ford F-550 utility truck with utility box with 180k+ miles for \$19,750. Boyer Trucks has the state bid and they have a 2022 Ford F-350 with 56K+ miles for \$64,910, and a 2022 Chevrolet 3500HD with 33k+ miles for \$63,583. Mike requested permission to purchase the Chevrolet 3500HD. Motioned by Commissioner Lawrence, seconded by Commissioner Peterson, to approve the purchase of a 2022 Chevrolet 3500HD utility truck at the price of \$63,583, to be paid from the 2024 budget. Motion carried.

Engineer Flaagan noted that the two trucks we have on order from Boyer Trucks should be done later this year, with one to be paid from the 2024 budget and the other from the 2025 budget. The trucks will have to be sent in for their accessories.

Mr. Flaagan noted that the highway department will continue to work on and mow county ditches for as long as weather allows.

Mr. Flaagan noted that he has yet to receive a resolution from Reiner Township regarding the turnback of 2.5 miles of County Road #97. He did some research and the road was graveled by the county within the last year or so.

The Engineer noted that a meeting was held last week with the landowners along CSAH#11, also known as County Road #62. Attendance was good and a lot of resident questions were answered. He noted that the idea to annex the area into the City of TRF was overall not well received by the residents.

Auditor-Treasurer Items: None.

County Coordinator Items:

Motioned by Commissioner Lawrence, seconded by Commissioner Sorenson, to approve the hire of Debra K. Butler as Crime Victim Services Advocate effective November 18, 2024, at the current grant wage of \$24.76/hour. Motion carried.

Motioned by Commissioner Peterson, seconded by Commissioner Lawrence, to approve the hire of Anthony E. Mapes as Director of Veteran's Services effective November 13, 2024, at step 1 wage rate of \$26.04/hour. Motion carried.

Motioned by Commissioner Peterson, seconded by Commissioner Lawrence, to approve the hire of Alan G. Rogalla as Part-Time, Temporary Assistant County Attorney effective November 13, 2024, at the wage rate of \$75.00 per hour. Discussion followed with Interim County Attorney Nathan Haase discussing the work Mr. Rogalla will assist with in the attorney's office. Following discussion, the motion was carried.

Motioned by Commissioner Lawrence, seconded by Commissioner Sourdif, to approve the reappointment of Commissioner Peterson to the Thief River Falls Regional Airport Authority for a 3-year term effective January 1, 2025, to December 31, 2027. Motion carried.

County Attorney Items:

Interim County Attorney Nathan Haase expressed his thanks to the Board for the hire of Mr. Rogalla as part-time, temporary Assistance County Attorney, as he will bring a lot of experience to the office and his assistance is much needed at this time.

Committee Reports / Commissioner Updates:

Commissioner Peterson discussed an opening on the Association of MN Counties Board for the position of Secretary/Treasurer.

Motioned by Commissioner Sourdif, seconded by Commissioner Sorenson, to adjourn the Board meeting to November 26<sup>th</sup>, 2024, at 10:00 a.m. Motion carried.

ATTEST:

Kevin Erickson, County Coordinator Pennington County Seth Nelson, Chairman Board of Commissioners Danielle 11/25/24

## **Pennington County Financial System**

INTEGRATED FINANCIAL SYSTEMS

**Audit List for Board** 

**COMMISSIONER'S VOUCHERS ENTRIES** 

Page 1

Print List in Order By: 1

11:12AM

1 - Fund (Page Break by Fund)

2 - Department (Totals by Dept)

3 - Vendor Number

4 - Vendor Name

Explode Dist. Formulas?: Y

Paid on Behalf Of Name

on Audit List?: N

Type of Audit List: D D - Detailed Audit List

S - Condensed Audit List

Save Report Options?: N

Danielle 11/25/24 11:

County Revenue

11:12AM

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

INTEGRATED FINANCIAL SYSTEMS

,	/endor	Name	<u>Rpt</u>		Warrant Description	Invoice #	Account/Formula Description	1099
· ·		Account/Formula	Accr Amou		Service Dates	Paid On Bhf		1000
		ABM TECHNOLOGY GROUP			<u> </u>		<u></u>	
159	1307	01-201-000-0000-6300	1,863.	00	SECURE 365/SECURE DEVICE -JULY	AR1817270	REPAIRS & MAINTENANCE	N
160		01-201-000-0000-6300	1,863.		SECURE 365/SECURE DEVICE - AUG	AR1817276	REPAIRS & MAINTENANCE	N
161		01-201-000-0000-6300	1,863.		SECURE 365/SECURE DEVICE -SEPT	AR1817333	REPAIRS & MAINTENANCE	N
162		01-201-000-0000-6300	1,863.		SECURE 365/SECURE DEVICE -OCT	AR1828114	REPAIRS & MAINTENANCE	N
163		01-201-000-0000-6300	1,863.		SECURE 365/SECURE DEVICE -NOV	AR1839421	REPAIRS & MAINTENANCE	N
164		01-201-000-0000-6300	1,863.		SECURE 365/SECURE DEVICE -NOV	AR1850455	REPAIRS & MAINTENANCE	N
104	1307	ABM TECHNOLOGY GROUP	11,178.		6 Transactions	AI(1030433	NEI AINO & MAINTENANCE	IN
	1307	ADM TESTINOLOGY CROSS	11,170.		o manadations			
	1011	ACE HARDWARE						
83		01-251-000-0000-6300	61.	.13	SUPPLIES-WALL REPAIR HOLDING	168469	REPAIRS & MAINTENANCE	N
84		01-251-000-0000-6300	36.	16	WIRE STRIPPER/REPAIR JAIL	168829	REPAIRS & MAINTENANCE	N
155		01-601-000-0000-6401	9.	.98	OFFICE SUPPLIES	170170	SUPPLIES - EXTENSION	N
85		01-251-000-0000-6300	27.	99	RECIP BLADE/REPAIR HOLDING	171416	REPAIRS & MAINTENANCE	N
86		01-251-000-0000-6300	4.:	.59	JOINT TAPE-REPAIR JAIL CELL	171850	REPAIRS & MAINTENANCE	N
	1011	ACE HARDWARE	139.	85	5 Transactions			
	1347	Amazon Capital Services						
81		01-218-000-0000-6300	222.	96	AIR FILTERS-BUILDING	1M79-171C-9NGP	REPAIRS & MAINTENANCE	Ν
82		01-251-000-0000-6302	71.	96	SPLASH GUARD-GARBAGE DISPOSAL	1NND-79RC-4H3W	KITCHEN REPAIRS & EXPENSE	Ν
	1347	Amazon Capital Services	294.	92	2 Transactions			
	1331	ANDERSON/SADIE						
114		01-251-000-0000-6420	52.		UNIFORM ALLOWANCE REIMBURSEMEN		JAILER UNIFORMS	N
115		01-251-000-0000-6420	85.		UNIFORM ALLOWANCE REIMBURSEMEN		JAILER UNIFORMS	N
116		01-251-000-0000-6420	84.		UNIFORM ALLOWANCE REIMBURSEMEN		JAILER UNIFORMS	N
	1331	ANDERSON/SADIE	222.	64	3 Transactions			
	1316	AP TECHNOLOGY LLC	005	00	ANNUAL CECUPE CUECK MAINTENANC	INIO 42002	COMPLITED CEDVICES DD	N.
55	1216	01-070-000-0000-6263	695.		ANNUAL SECURE CHECK MAINTENANC  1 Transactions	IN043993	COMPUTER SERVICES - DP	N
	1316	AP TECHNOLOGY LLC	695.	.00	Transactions			
	1308	ASSOCIATION OF MINNESOTA	COUNTIES					
62	1300	01-003-000-0000-6241	50.I	00	2024 DIST 3 FALL MEETING - NP	70142	DUES - BOARD	N
63		01-041-000-0000-6241	50.		2024 DIST 3 FALL MEETING - KE	70143	DUES - AUDITOR	N
64		01-003-000-0000-6241	50.		2024 DIST 3 FALL MEETING - BL	70144	DUES - BOARD	N
65		01-003-000-0000-6241	50.		2024 DIST 3 FALL MEETING - SN	70145	DUES - BOARD	N
66		01-003-000-0000-6241	50.		2024 DIST 3 FALL MEETING - DS	70146	DUES - BOARD	N
67		01-003-000-0000-6241	50.		2024 DIST 3 FALL MEETING - RS	70147	DUES - BOARD	N
٠.		2. 222 300 0000 02	33.					• •

Danielle 11/25/24 11:12AM County Revenue

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

INTEGRATED FINANCIAL SYSTEMS

	Vendor <u>No.</u> 1308		Rpt           Accr         Amount           ounties         300.00	Warrant Description Service Dates 6 Transactions	Invoice # Paid On Bhf		<u>1099</u>
	2050	BREDESON SUPPLY	• • •		0.40=40		
93		01-601-000-0000-6401	8.90	OFFICE SUPPLIES	213719	SUPPLIES - EXTENSION	N
94		01-601-000-0000-6401	14.95	OFFICE SUPPLIES	213733	SUPPLIES - EXTENSION	N
	2050	BREDESON SUPPLY	23.85	2 Transactions			
	3369	CARLSON/GABRIEL					
38		01-601-000-0000-6330	2.01	MILEAGE - 3 MILES	11/14/24	TRAVEL & EXPENSE	Υ
39		01-601-000-0000-6330	65.00	EXTENSION COMMITTEE MEETING	11/14/24	TRAVEL & EXPENSE	Υ
	3369	CARLSON/GABRIEL	67.01	2 Transactions			
	3407	CLIMATE CONTROL, INC.					
3		01-218-000-0000-6300	112.50	RTU-VAV FLOW ISSUES	17607	REPAIRS & MAINTENANCE	N
	3407	CLIMATE CONTROL, INC.	112.50	1 Transactions			
	3311	COLE PAPERS, INC.					
43	3311	01-111-000-0000-6403	7.01	PROCESSING FEE	10507350	JANITORIAL SUPPLIES - COURTHOL	N
91		01-800-000-0000-6403	143.79	BATH TISSUE -HS	10510229	JANITORIAL SUPPLIES	N
9		01-801-000-0000-6401	1,575.00	COPY PAPER	10512420	SUPPLIES-UNALLOCATED	N
144		01-111-000-0000-6403	7.00	PROCESSING FEE	10512824	JANITORIAL SUPPLIES - COURTHOL	
145		01-111-000-0000-6403	19.75	VACUUM BAGS - GC	10512824	JANITORIAL SUPPLIES - COURTHOL	
148		01-111-000-0000-6403	71.89	BATH TISSUE - GC	10512824	JANITORIAL SUPPLIES - COURTHOL	N
150		01-111-000-0000-6403	46.98	TOWEL ROLLS - GC	10512824	JANITORIAL SUPPLIES - COURTHOL	N
147		01-218-000-0000-6403	71.89	BATH TISSUE - JC	10512824	JANITORIAL SUPPLIES	N
151		01-218-000-0000-6403	46.98	TOWEL ROLLS - JC	10512824	JANITORIAL SUPPLIES	N
146		01-800-000-0000-6403	19.75	VACUUM BAGS - HS	10512824	JANITORIAL SUPPLIES	N
149		01-800-000-0000-6403	46.98	TOWEL ROLLS - HS	10512824	JANITORIAL SUPPLIES	N
	3311	COLE PAPERS, INC.	2,057.02	11 Transactions			
	2420	CREATIVE FORMS AND CONCER	TO				
60	3138	CREATIVE FORMS AND CONCEPT 01-801-000-0000-6401	456.34	W2, 1099, 1095	120900	SUPPLIES-UNALLOCATED	N
00	3138	CREATIVE FORMS AND CONCEP		1 Transactions	120900	3011 EIEG-GNALLOCATED	IN
	0.00	SKEATTE FORMO AND CONCE.	10 400.04	•			
	4310	D & T VENTURES					
153		01-070-000-0000-6301	472.50	PROPERTY TAX WEBSITE SUPPORT	303331	MAINTENANCE AGREEMENT	N
	4310	D & T VENTURES	472.50	1 Transactions			
	4364	DIRECT DEPOSIT SERVICES					
71	7004	01-041-000-0000-6801	150.82	CD PURCHASED-FIRST NATIONAL BA	35299	MISCELLANEOUS EXPENSE - AUDIT	N
			Conveight 201	0.2024 Integrated Financial Systems			

Danielle 11/25/24 11:12AM County Revenue

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	Vendor <u>No.</u> 4364	Name Account/Formula DIRECT DEPOSIT SERVICES	Rpt         Accr         Amount           150.82	Warrant Description Service Dates 1 Transactions	Invoice # Paid On Bhf	Account/Formula Description # On Behalf of Name	<u>1099</u>
57	4320	<b>DS SOLUTIONS, INC</b> 01-061-000-0000-6262	750.00	2024 HEAD ELECTION JUDGE COURS	13735	OTHER SERVICES - ELECTIONS	N
58		01-061-000-0000-6262	803.00	ONLINE ELECTION JUDGE TRAINING	13735	OTHER SERVICES - ELECTIONS	N
56		01-061-000-0000-6262	250.00	2024 HEAD ELECTION JUDGE COURS	13736	OTHER SERVICES - ELECTIONS	N
00	4320	DS SOLUTIONS, INC	1,803.00	3 Transactions	10700	omen denvioled leconome	. •
	.0_0	,	.,				
	6313	FALLS TOWING					
4		01-201-000-0000-6801	325.00	TOW-CHRYSLER VAN 24-6221	24077	MISCELLANEOUS EXPENSE	Υ
	6313	FALLS TOWING	325.00	1 Transactions			
	6375	FITZGERALD/LARISSA					
40		01-601-000-0000-6330	65.00	EXTENSION COMMITTEE MEETING	11/14/24	TRAVEL & EXPENSE	N
	6375	FITZGERALD/LARISSA	65.00	1 Transactions			
	6305	FLAAGAN/JODI					
34	0303	01-013-000-0000-6853	1,855.00	53 HRS @ \$35/HR TZD GRANT	OCT 2024	TOWARD ZERO DEATH GRANT	Υ
	6305	FLAAGAN/JODI	1,855.00	1 Transactions			•
	7031	GARDEN VALLEY TELEPHONE					
10		01-041-000-0000-6202	75.86	NOVEMBER PHONE - TREASURER	101370611	TELEPHONE-AUDITOR	N
11		01-041-000-0000-6202	157.09	NOVEMBER PHONE - AUDITOR	101370611	TELEPHONE-AUDITOR	N
13		01-091-000-0000-6202	146.39	NOVEMBER PHONE - ATTORNEY	101370611	TELEPHONE - ATTORNEY	N
17		01-101-000-0000-6202	86.54	NOVEMBER PHONE - RECORDER	101370611	TELEPHONE - RECORDER	N
14		01-106-000-0000-6202	84.15	NOVEMBER PHONE - ASSESSOR	101370611	TELEPHONE - ASSESSOR	N
12		01-111-000-0000-6202	23.51	NOVEMBER PHONE - CUSTODIAN	101370611	TELEPHONE - COURTHOUSE	N
18		01-121-000-0000-6202	34.19	NOVEMBER PHONE - VET SERVICES	101370611	TELEPHONE - VETS SERVICE	N
16		01-132-000-0000-6202	99.37	NOVEMBER PHONE - MOTOR VEHICLE	101370611	TELEPHONE - MOTOR VEHICLE	N
15		01-601-000-0000-6202	133.56	NOVEMBER PHONE - EXTENSION	101370611	TELEPHONE - EXTENSION	N
28		01-003-000-0000-6210	226.00	HOSTED IT SERVICES - NOV	101670611	E-MAIL SERVICES	N
19		01-041-000-0000-6210	542.42	HOSTED IT SERVICES - NOV	101670611	E-MAIL SERVICES	N
29		01-070-000-0000-6263	936.03	HOSTED IT SERVICES - NOV - HWY	101670611	COMPUTER SERVICES - DP	N
30		01-070-000-0000-6263	1,070.37	HOSTED IT SERVICES - NOV-NURSE	101670611	COMPUTER SERVICES - DP	N
31		01-070-000-0000-6263	960.02	HOSTED IT SERVICES - NOV- DP	101670611	COMPUTER SERVICES - DP	N
32		01-070-000-0000-6263	2,154.05	HOSTED IT SERVICES - NOV- HS	101670611	COMPUTER SERVICES - DP	N
20 27		01-091-000-0000-6300	316.40	HOSTED IT SERVICES - NOV	101670611	REPAIRS & MAINTENANCE	N
27 26		01-101-000-0000-6300 01-106-000-0000-6300	180.80	HOSTED IT SERVICES - NOV HOSTED IT SERVICES - NOV	101670611	REPAIRS & MAINTENANCE REPAIRS & MAINTENANCE	N N
26 33		01-111-000-0000-6262	226.00 45.20	HOSTED IT SERVICES - NOV HOSTED IT SERVICES - NOV	101670611 101670611	OTHER SERVICES - COURTHOUSE	N N
33		01-111-000-0000-0202	45.20	HOSTED IT SERVICES - NOV	101070011	OTHER SERVICES - COURTHOUSE	IN

INTEGRATED FINANCIAL SYSTEMS

Danielle 11/25/24 11:12AM County Revenue

Audit List for Board

#### **COMMISSIONER'S VOUCHERS ENTRIES**

,	Vendor		Rpt Appr	unt	Warrant Description	Invoice #		<u>1099</u>
0.4	<u>No.</u>	<del></del>	Accr Amo		Service Dates	Paid On Bhf	<del></del>	
21		01-121-000-0000-6300		0.40	HOSTED IT SERVICES - NOV	101670611	Repairs & Maintenance	N
24		01-132-000-0000-6300		3.40	HOSTED IT SERVICES - NOV	101670611	REPAIRS & MAINTENANCE	N
22		01-270-000-0000-6300		0.40	HOSTED IT SERVICES - NOV	101670611	REPAIRS & MAINTENANCE	N
23		01-290-000-0000-6300		5.20	HOSTED IT SERVICES - NOV	101670611	Repairs & Maintenance	N
25		01-601-000-0000-6300		5.60	HOSTED IT SERVICES - NOV	101670611	REPAIRS & MAINTENANCE	N
68		01-041-000-0000-6631		1.99	LENOVO THINKCENTRE	INV-23443	FURNITURE & EQUIPMENT - AUDITO	
69		01-041-000-0000-6631	1,412		BROTHER HLEX470W PRINTER	INV-23444	FURNITURE & EQUIPMENT - AUDITO	
70	<b></b>	01-106-000-0000-6631	3,342		DELL LATITUDE 7230	INV-23569	FURNITURE & EQUIPMENT	N
	7031	GARDEN VALLEY TELEPHONE	13,746	5.90	27 Transaction	S		
	7.400	0	_					
97	7420	Government Forms and Supplie 01-061-000-0000-6401		9.53	FREIGHT	350488	SUPPLIES-ELECTION	N
97 61		01-061-000-0000-6401		1.51	THERMAL PAPER ROLLS	350753	SUPPLIES-ELECTION SUPPLIES-ELECTION	N
01	7420			1.04	2 Transaction		SUPPLIES-ELECTION	IN
	7420	Government Forms and Supplie	:5 1 <i>1</i> 4	+.04	Z Transaction	3		
	7454	GUARDIAN FLEET SUPPY						
80	7454	01-201-000-0000-6631	34,691	1 71	INSTALL/BUILD 2023 TAHOE #08	301274	FURNITURE & EQUIPMENT	N
00	7454		34,691		1 Transaction		TOTAL & EQUI MENT	
			<b>5</b> 1, <b>5</b> 5					
	8351	HELGELAND/LINDA						
41		01-601-000-0000-6330	65	5.00	EXTENSION COMMITTEE MEETING	11/14/24	TRAVEL & EXPENSE	N
42		01-601-000-0000-6330	10	0.05	MILEAGE - 15 MILES	11/14/24	TRAVEL & EXPENSE	N
	8351	HELGELAND/LINDA	75	5.05	2 Transaction	s		
	8355	HENNINGSEN/ALEXANDER			, v			
113		01-201-000-0000-6420	360	0.64	UNIFORM ALLOWANCE REIMBURSEME	N	UNIFORMS	N
	8355	HENNINGSEN/ALEXANDER	360	0.64	1 Transaction	S		
	9012	<b>IHLE SPARBY &amp; HAASE PA</b>						
158		01-091-000-0000-6262	15,000	0.00	NOVEMBER SERVICES	4701	OTHER SERVICES	Υ
	9012	IHLE SPARBY & HAASE PA	15,000	0.00	1 Transaction	S		
	7012							
104		01-206-000-0000-6262		5.00	TRANSPORT GF	110824	OTHER SERVICES-CORONER	N
	7012	JOHNSON-GREEN FUNERAL SE	ERVICE INC 255	5.00	1 Transaction	S		
	44242	VALACUICADAU						
112	11313	<b>KALASH/SARAH</b> 01-251-000-0000-6420	1 1 (	9.00	UNIFORM ALLOWANCE REIMBURSEME	M	JAILER UNIFORMS	N
114	11313			9.00 9. <b>00</b>	1 Transaction		JAILEN UNIT OINING	IN
	11313	NALASII/SANAII	145	,.uu	i mansacuoi	5		

Danielle 11/25/24 11:12AM County Revenue INTEGRATED FINANCIAL SYSTEMS

Audit List for Board

#### **COMMISSIONER'S VOUCHERS ENTRIES**

Vend <u>N</u>	o. <u>Account/Formula</u>	Rpt Accr Ar	<u>mount</u>	Warrant Description Service Dates	Invoice # Paid On Bhf		<u>1099</u>
9999999 152 9999999	01-111-000-0000-6300		58.57 <b>58.57</b>	REGULATOR - GC  1 Transaction	660590	REPAIRS & MAINTENANCE	N
9999999 54 9999999	01-013-000-0000-6853		300.00 <b>300.00</b>	MILEAGE - TZD  1 Transaction	S	TOWARD ZERO DEATH GRANT	N
135 96 135	01-601-000-0000-6301		141.64 <b>141.64</b>	KONICA MINOLTA LEASE  1 Transaction	37797041	MAINTENANCE AGREEMENT	N
134 154 8 134	01-132-000-0000-6301 01-801-000-0000-6301		35.00 189.80 <b>224.80</b>	EQ1356645 MAINTENANCE EQ1019556 MAINTENANCE 2 Transaction	INV13191675 INV13216010	MAINTENANCE AGREEMENT MAINTENANCE AGREEMENT	N N
74 75 76 77 78 79	01-201-000-0000-6420 01-201-000-0000-6420 01-201-000-0000-6420 01-201-000-0000-6420 01-201-000-0000-6420 01-201-000-0000-6420		200.00 90.00 55.00 74.94 41.21 2.41 <b>463.56</b>	UNIFORM ALLOWANCE REIMBURSEME Transaction	1 1 1 1	UNIFORMS UNIFORMS UNIFORMS UNIFORMS UNIFORMS UNIFORMS	N N N N N
134 111 134	01-201-000-0000-6420		186.37 <b>186.37</b>	UNIFORM ALLOWANCE REIMBURSEME  1 Transaction		UNIFORMS	N
1 <b>33</b> 53 1 <b>33</b>	01-091-000-0000-6261	9,	,800.008, <b>,800.00</b>	RULE 20.02 57-CR-23-348  1 Transaction	11/11/24 s	CONSULTING & LEGAL SERVICES-A	N
133 88 87 90 89	55 MN COUNTIES COMPUTER COC 01-041-000-0000-6401 01-091-000-0000-6401 01-121-000-0000-6401 01-272-000-0000-6401		310.40 232.80 77.60 155.20	ADOBE PRO LICENSE ADOBE PRO LICENSE ADOBE PRO LICENSE ADOBE PRO LICENSE	24110747 24110747 24110747 24110747	SUPPLIES - AUDITOR SUPPLIES SUPPLIES - VETS SERVICE SUPPLIES - CRIME VICTIM	N N N

INTEGRATED FINANCIAL SYSTEMS

Danielle 11/25/24 11:12AM County Revenue

Audit List for Board

#### **COMMISSIONER'S VOUCHERS ENTRIES**

	Vendor <u>No.</u> 13355	Name Account/Formula Accr MN COUNTIES COMPUTER COOP	<u>Amount</u> 776.00	Warrant Description Service Dates 4 Transactions	Invoice # Paid On Bhf	Account/Formula Description  # On Behalf of Name	<u>1099</u>
72	13324 13324	MN SHERIFFS ASSOCIATION 01-252-000-0000-6330 MN SHERIFFS ASSOCIATION	300.00 <b>300.00</b>	WINTER SHERIFF CONFERENCE#01  1 Transactions	1864	TRAVEL & EXPENSE	N
	13427	MOLSKNESS/BARB					
36		01-601-000-0000-6330	65.00	EXTENSION COMMITTEE MEETING	11/14/24	TRAVEL & EXPENSE	N
37		01-601-000-0000-6330	9.38	MILEAGE - 14 MILES	11/14/24	TRAVEL & EXPENSE	N
	13427	MOLSKNESS/BARB	74.38	2 Transactions			
	13388	MORRIS ELECTRONICS INC					
106		01-223-000-0000-6801	250.00	NETWORK CHANGES-BCA/MNIT	10348	MISCELLANEOUS EXPENSE-E911	N
107		01-223-000-0000-6801	156.25	PROPHOENIX-STATE ISSUES	10350	MISCELLANEOUS EXPENSE-E911	N
108		01-223-000-0000-6801	187.50	PROPHOENIX-REVIEW ISSUES GO LI	10529	MISCELLANEOUS EXPENSE-E911	N
109		01-223-000-0000-6801	500.00	PROPHOENIX-STATE CHANGES-GO LI	10632	MISCELLANEOUS EXPENSE-E911	N
110		01-251-000-0000-6300	187.50	LIVESCAN/GUARDIAN VENDOR WORK	10675	REPAIRS & MAINTENANCE	N
	13388	MORRIS ELECTRONICS INC	1,281.25	5 Transactions			
_,	15323	OFFICE DEPOT				0.155.150	
51		01-041-000-0000-6401	4.55	MONTH DIVIDERS	394068189001	SUPPLIES - AUDITOR	N
52		01-801-000-0000-6401	14.63	CALCULATOR RIBBONS	394068189001	SUPPLIES-UNALLOCATED	N
50		01-091-000-0000-6401	190.54	IMAGING DRUM	394068440001	SUPPLIES	N
49		01-091-000-0000-6401	118.97	HP30A TONER	394068442001	SUPPLIES	N
48		01-272-000-0000-6401	75.84	HP414A TONER	394668920001	SUPPLIES - CRIME VICTIM	N
45		01-272-000-0000-6401	94.97	HP414A TONER MAGENTA	394669180001	SUPPLIES - CRIME VICTIM	N
46		01-272-000-0000-6401	99.45	HP414A TONER YELLOW	394669180001	SUPPLIES - CRIME VICTIM	N
47		01-272-000-0000-6401	99.45	HP414A TONER CYAN	394669180001	SUPPLIES - CRIME VICTIM	N
103		01-201-000-0000-6405	157.78	TONER	395119488001	GENERAL SUPPLIES	N
102		01-251-000-0000-6255	120.89	TONER - MEDICAL	395119488001	MEDICAL - LOCAL	N
44	45000	01-041-000-0000-6401	77.00	HP414A TONER	395260597001	SUPPLIES - AUDITOR	N
	15323	OFFICE DEPOT	1,054.07	<b>11</b> Transactions			
	42220	OFFICE OF MAILT SERVICES					
35	13329	<b>OFFICE OF MNIT SERVICES</b> 01-070-000-0000-6263	1,338.65	FIBER USAGE - OCT	DV24100379	COMPUTER SERVICES - DP	N
33	13329	OFFICE OF MNIT SERVICES	1,338.65	1 Transactions	DV24100379	COMI OTER SERVICES - DI	IN
	13323	OTTIOL OF WHAT SERVICES	1,330.03	1 11411346110113			
	15303	OLSON/DAVID					
5		01-201-000-0000-6420	256.83	UNIFORM ALLOWANCE REIMBURSEMEN		UNIFORMS	N
73		01-201-000-0000-6420	176.25	UNIFORM ALLOWANCE REIMBURSEMEN		UNIFORMS	N
			Copyright 201	0-2024 Integrated Financial Systems			

INTEGRATED FINANCIAL SYSTEMS

Danielle 11/25/24 11:12AM County Revenue

Audit List for Board

#### **COMMISSIONER'S VOUCHERS ENTRIES**

,		Name Account/Formula OLSON/DAVID	Rpt           Accr         Amou           433.	<u>unt</u>	Warrant Description Service	Dates 2 Transactions	Invoice # Paid On Bhf		<u>1099</u>
101	16067 16067	PEMBERTON LAW, P.L.L.P. 01-251-000-0000-6801 PEMBERTON LAW, P.L.L.P.	128. <b>128.</b>		PERSONNEL MATTER	1 Transactions	146	MISCELLANEOUS EXPENSE - JAIL	Y
156 157	16027 16027	PENNINGTON COUNTY TREASU 01-601-000-0000-6209 01-601-000-0000-6209 PENNINGTON COUNTY TREASU	73. 41.	.00	POSTAGE COPY PAPER	2 Transactions	4385 4385	POSTAGE POSTAGE	N N
92	16448 16448	PREMIUM WATERS, INC. 01-601-000-0000-6401 PREMIUM WATERS, INC.	50. <b>50</b> .		OCTOBER WATER	1 Transactions	176888	SUPPLIES - EXTENSION	N
7	16311 16311	01-103-000-0000-6263	636.		PARCEL UPDATES	1 Transactions	285	COMPUTER SERVICES	N
6	20358 20358	QUADIENT FINANCE USA, INC. 01-801-000-0000-6209 QUADIENT FINANCE USA, INC.	1,500. <b>1,500.</b>		POSTAGE	1 Transactions		POSTAGE	N
105	20403 20403	THIBERT/ALEX 01-201-000-0000-6420 THIBERT/ALEX	178. <b>178</b> .		UNIFORM ALLOWANCE R	EIMBURSEMEN 1 Transactions		UNIFORMS	N
59		THOMASON, SWANSON & ZAHN 01-011-000-0000-6261 THOMASON, SWANSON & ZAHN	307.		ATTORNEY FEES 57-PR-2	24-686 1 Transactions	29125	COURT APPOINTED ATTORNEYS	Υ
95 100	11039 11039	TRF RADIO 01-601-000-0000-6240 01-251-000-0000-6801 TRF RADIO	100. 150. <b>250.</b>	.00	RADIO AD SPONSORSHIF NOW HIRING - CORRECT		37232.1 37245-1	SUBSCRIPTIONS MISCELLANEOUS EXPENSE - JAIL	N N
98 99	21338	UNIVERSITY OF NORTH DAKOT 01-206-000-0000-6262 01-206-000-0000-6262	<b>CA</b> 2,771. 2,771.		MEDICAL EXAM SERVICE MEDICAL EXAM SERVICE		A24-258/1161850 A24-282/1161850	OTHER SERVICES-CORONER OTHER SERVICES-CORONER	N N

INTEGRATED FINANCIAL SYSTEMS

Danielle 11/25/24 11:12AM County Revenue

**Audit List for Board** 

**COMMISSIONER'S VOUCHERS ENTRIES** 

Page 9

1099

 Vendor
 Name
 Rpt

 No.
 Account/Formula
 Accr

 21338
 UNIVERSITY OF NORTH DAKOTA

Amount 5,542.00

Warrant Description
Service Dates

Invoice # Paid On Bhf #

Account/Formula Description

On Behalf of Name

2 Transactions

1 Fund Total: 109,811.92 County Revenue 48 Vendors 135 Transactions



Danielle 11/25/24 11:12AM Road & Bridge INTEGRATED FINANCIAL SYSTEMS

Audit List for Board

#### **COMMISSIONER'S VOUCHERS ENTRIES**

		Name Account/Formula	Rpt Accr	<u>Amount</u>	Warrant Description Service	<u>Dates</u>	Invoice # Paid On Bhf	Account/Formula Description  Behalf of Name	<u>1099</u>
143	2396 2396	BERG/TREVOR 03-350-000-0000-6428 BERG/TREVOR		135.99 <b>135.99</b>	BOOTS, CLOTHING REIME	BURSEMENT  1 Transactions		SAFETY EQUIPMENT	N
142	4322 4322	DDH REPAIR 03-350-000-0000-6556 DDH REPAIR		59.08 <b>59.08</b>	FLOOR DRY	1 Transactions		SHOP SUPPLIES	Y
117 118	6349 6349	FASTENAL COMPANY 03-350-000-0000-6556 03-350-000-0000-6564 FASTENAL COMPANY		17.58 50.40 <b>67.98</b>	WELDED PIPE LOCKNUT WASHERS CAP	SCREW 2 Transactions		SHOP SUPPLIES EQUIPMENT REPAIR PARTS	N N
141	8380 8380	HDR ENGINEERING, INC. 03-330-000-0000-6261 HDR ENGINEERING, INC.		3,812.00 <b>3,812.00</b>	PE SAP 57-611-002	1 Transactions		CONSULTING & LEGAL SERVICES	N
140	8315 8315	HUBERT OUTDOOR POWER 03-350-000-0000-6564 HUBERT OUTDOOR POWER		222.04 <b>222.04</b>	CABURETOR ASSEMBLY,	OIL 1 Transactions	RO#26435	EQUIPMENT REPAIR PARTS	Y
138 139	13498 13498	MARCO TECHNOLOGIES LLC 03-320-000-0000-6301 03-320-000-0000-6301 MARCO TECHNOLOGIES LLC		313.96 48.92 <b>362.88</b>	USAGE CHARGE COPY MACHINE NOV HWY	( <b>2</b> Transactions	INV13152400 INV13152401	MAINTENANCE AGREEMENT MAINTENANCE AGREEMENT	N N
137	13393 13393	MINNESOTA NORTHERN RAILR 03-350-000-0000-6252 MINNESOTA NORTHERN RAILR		62.00 <b>62.00</b>	ELECTRICITY RR SIGNALS	S - OCT 1 Transactions		ELECTRICITY	N
135 136	14440 14440	NORTHDALE OIL INC. 03-350-000-0000-6560 03-350-000-0000-6560 NORTHDALE OIL INC.		3,126.98 1,106.55 <b>4,233.53</b>	GAS & DIESEL SHOP 500 DIESEL SHOP 500	2 Transactions		GAS & DIESEL GAS & DIESEL	N N
134	15323 15323	OFFICE DEPOT 03-320-000-0000-6401 OFFICE DEPOT		85.43 <b>85.43</b>	CALENDAR, MARKERS, ST	ΓAPLES, PT 1 Transactions		SUPPLIES	N
	16027	PENNINGTON COUNTY TREASU	JRER						

Danielle 11/25/24 11:12AM Road & Bridge

Audit List for Board

#### **COMMISSIONER'S VOUCHERS ENTRIES**

INTEGRATED FINANCIAL SYSTEMS

Ve	/endor <u>Name</u> <u>Rp</u>	<u>t</u>	Warrant Description	Invoice # Account/Formula Description	1099
	No. Account/Formula Accr	<u>Amount</u>	Service Dates	Paid On Bhf # On Behalf of Name	
132	03-320-000-0000-6263	40.00	GREEN CLOUD SERVICES - OCT	4383 COMPUTER SERVICES	N
133	03-320-000-0000-6263	936.03	HOSTED IT SERVICES - OCT	4383 COMPUTER SERVICES	N
	16027 PENNINGTON COUNTY TREASURER	976.03	2 Transactions		
	16460 POMP'S TIRE SERVICE, INC				
129	03-350-000-0000-6564	198.48	REPAIR TIRE	EQUIPMENT REPAIR PARTS	N
130	03-350-000-0000-6564	58.00	FLAT REPAIR	EQUIPMENT REPAIR PARTS	N
131	03-350-000-0000-6564	811.40	TIRES	EQUIPMENT REPAIR PARTS	N
	16460 POMP'S TIRE SERVICE, INC	1,067.88	3 Transactions		
	18440 READITECH IT SOLUTIONS	40.00	BACK UP MANAGER - NOV	COMPUTER SERVICES	N.
123 124	03-320-000-0000-6263	40.00 61.25	HOSTED OFFICE - NOV	COMPUTER SERVICES  COMPUTER SERVICES	N
	03-320-000-0000-6263	12.00	HOSTED EXCHANGE	COMPUTER SERVICES  COMPUTER SERVICES	N
125	03-320-000-0000-6263				N
126 127	03-320-000-0000-6263	25.47 31.23	HOSTED EXCHANGE	COMPUTER SERVICES COMPUTER SERVICES	N
	03-320-000-0000-6263		EMAIL ARCHIVING - NOV		N
128	03-320-000-0000-6263	4.60	MICROSOFT TEAMS NOV  6 Transactions	COMPUTER SERVICES	N
	18440 READITECH IT SOLUTIONS	174.55	6 Halisactions		
	18439 ROCKSBURY TRUCK REPAIR				
122	03-350-000-0000-6564	152.86	MOUNT TIRES	EQUIPMENT REPAIR PARTS	N
	18439 ROCKSBURY TRUCK REPAIR	152.86	1 Transactions		
	19350 S & S HAULING & TRUCK REPAIR				
121	03-350-000-0000-6564	15.16	GASKET	EQUIPMENT REPAIR PARTS	Υ
	19350 S & S HAULING & TRUCK REPAIR	15.16	1 Transactions		
	19426 SANDAHL'S				
120	03-350-000-0000-6428	252.00	DECALS	SAFETY EQUIPMENT	N
119	03-350-000-0000-0428	40.00	DECALS	EQUIPMENT REPAIR PARTS	N
	19426 SANDAHL'S	292.00	2 Transactions	EQUI MENT NEI AIN FAINTS	IN
	10720 GARDAILE O	232.00	2 11411340110113		
3 Fund	d Total:	11,719.41	Road & Bridge	15 Vendors 27 Transactions	

INTEGRATED FINANCIAL SYSTEMS

Danielle 11/25/24 11:12AM **40** Ditch Funds

Audit List for Board

**COMMISSIONER'S VOUCHERS ENTRIES** 

Vendo	or <u>Name</u>	<u>Rpt</u>		Warrant Description	Invoice #	Account/Formula Description	<u>1099</u>
<u>No</u>	. Account/Formula	<u>Accr</u>	<u>Amount</u>	Service Dates	Paid C	On Bhf # On Behalf of Name	
833	3 H2OVER VIEWERS						
1	40-746-000-0000-6262		1,022.50	VIEWERS FEES	2004	OTHER SERVICES	N
2	40-770-000-0000-6262		2,633.96	VIEWERS FEES	2004	OTHER SERVICES	N
833	3 H2OVER VIEWERS		3,656.46	2 Transaction	ns		
40 Fund To	tal:		3,656.46	Ditch Funds		1 Vendors 2 Transactions	
Fina	al Total:		125,187.79	64 Vendors	164 Transactions	3	

Danielle 11/25/24

11:12AM

## **Pennington County Financial System**

INTEGRATED FINANCIAL SYSTEMS

**Audit List for Board** 

**COMMISSIONER'S VOUCHERS ENTRIES** 

Recap by Fund	<u>Fund</u>	<b>AMOUNT</b>	<u>Name</u>	
	1	109,811.92	County Revenue	
	3	11,719.41	Road & Bridge	
	40	3,656.46	Ditch Funds	
	All Funds	125,187.79	Total	Approved by,

#### PENNINGTON COUNTY HUMAN SERVICES

#### **HUMAN SERVICE COMMITTEE**

#### **CONSENT AGENDA**

Or	n a m	notion by Commissioner	and seconded by		
Co	mmi	issioner	, The Following recommen	dations of the	
Pe	nnin	gton County Human Service Comm	nittee for November 19, 2024 (	detailed minutes on	
re	cord	) are hereby adopted:			
			SECTION A		
l.	То	approve October 15, 2024, Human	Service Committee Meeting n	ninutes.	
II.	То	approve the agency's personnel ac	ction as presented.		
III.	A.	To approve the CY 2025 MFIP/D	WP Employment Services Purc	hase of Service	
	Agı	reement with the Career Force Cer	nter as presented.		
	В.	To approve the Adult Protection	and Child Support Performand	ce Report.	
	C.	To approve the Board Resolution	n for the Psychiatric Residentia	l Treatment Facility in	
	Cla	y County as presented.			
	D.	To approve the Second reading a	and final review of the Time Re	porting and Targeted	
	Cas	se Management Standards Procedu	ures & Policy as presented.		
	E.	To approve the CY 2025 ACS/SW	S Support Services Agreement	between TriMin Systems	
	and	d Pennington County Human Servio	ces as presented.		
	F.	To approve the purchase of Offic	e desk equipment from Conne	ct Interiors as	
	pre	esented.			
			SECTION B		
l.	То	approve payment of the Agency's	bills.		
Αv	re	Nav	Chairperson	Date	

## Case Plan Roadmap – A GUIDE TO SUCCESS

#### **Initial Engagement**

**PURPOSE:** Establishing Rapport and Role Clarification.

- Role Clarification.
- Engage with the client.
- Conduct the PDI/PSI interview.



Be prepared for bumps in the road (client resistance). Not every process can be

#### **Post-Sentencing Supervision Begins**

PURPOSE: Building the therapeutic relationship and setting the agenda for ongoing sessions.

- Engage: Role clarification, review responsibilities, limits of authority, mission,
- Check for developments: Assess recent changes.
- Introduce skills practice: Explain its role in appointments.
- Refer to Decision Points (DP): Discuss benefits of DP and make referral.
- Briefly review "Maximizing Strengths" Tools 1 and 2.
- **Next steps/Homework:** Review court order, sign intake do s, collect DNA. Assign "Maximizing Strengths Tools 1 and 2"

#### Engage

PURPOSE: Engage with client, develop a professional alliance, and introduce the 4-Step appointment structure to be used in each subsequent appointment.

- **Engage:** Engage, Role Clarification, Set Agenda, Review Developments.
  - **Review:** Review previous appointment and homework
  - **Evoke & Conduct the Intervention:** Maximizing Strengths Tool 1 and 2
- **Next Steps/Homework**: Review and update conditions not related to the intervention Assign Case Planning:Tool 1 "Your Influences"



#### **Normative Feedback**

**PURPOSE:** Provide assessment feedback and assess motivation.

- Engage: Engage, Role Clarification, Set Agenda, Review Developments.
- Review: Review previous appointment and homework
- Evoke & Conduct the Intervention: Case Planning Tool 1, "Your Influences." alongside the Normative Feedback Process.
- Next Steps/Homework: Review and update conditions not related to the intervention Assign "Driver Workbook (work through the first scenario together before assigning).

#### Goal Setting – Develop Skills to Support the Goal

**PURPOSE:** Using the domain from the last step, establish one goal (related to thinking and behavior), specific skills to build, and action steps to support the skills to be learned.

- Engage: Engage, Role Clarification, Set Agenda, Review Developments.
- Review: Review previous appointment and homework
- Evoke & Conduct the Intervention: "Increasing the Odds of My Success."
  - Let's start with your main goal: What do you want for yourself?

    Connect the goal to the areas of improvement from the last session.

  - Review client motivation.
  - Set one goal focused on client thoughts and behaviors. Identify skills the client needs to develop.
  - Together, list action steps to build those skills.

  - Set clear goals and skills using "Increasing the Odds of My Success".
  - Record these goals and skills in the case plan.
- Next Steps/Homework: Review and update conditions not related to the intervention
  - Prepare a minimum of three different Cognitive Behavioral Intervention (CBI) tools to assign for homework at the end of this appt. These CBI tools should relate to social skills, problem solving and/or thoughts and behaviors.
  - Assign homework to build skills around skill deficits.





#### Focus and Alignment - Finding the Driver

PURPOSE: Narrow the focus to one general area to start to build skills around (always target thoughts and behaviors).

- Engage: Engage, Role Clarification, Set Agenda, Review Developments.
- Review: Review previous appointment and homework.
- Evoke & Conduct the Intervention: "Driver Workbook" (Narrow down the domains to one. Guide client to the thoughts and behaviors which drive their difficulties).
- Next Steps/Homework: Review and update conditions not related to the intervention Assign "Your Guide to Success:" Tool 2 "Increasing the Odds of My Success" (Parts A-D).





6

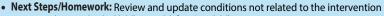
#### On-Going Skill Practice Appointments: Build Skills to Support Goal and Skill Deficits.

**PURPOSE:** Teach skills focused on thoughts and behaviors (on-going at every appointment until Transition).

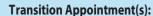
- Engage: Engage, Role Clarification, Set Agenda, Review Developments.
- Review: Review previous appointment and homework.
- Evoke & Conduct the Intervention:
   Teach the Skill

  - Model the Skill
  - Discuss the Model Practice/Roll Play the Skill

  - Provide Feedback
  - Debrief
  - Relate to Next Homework



- Assign homework to build skills around deficits (social skills problem solving, thinking).
- Examples: Carey Guides, Social Skills, Core Correctional Practices, Decision Points



**PURPOSE:** Transition to less structure/support.

- **Engage:** Engage, Role Clarification, Set Agenda, Review Developments
- Review: Review previous appointment, homework and update conditions not related to the intervention
- Evoke & Conduct the Intervention: "Transition Worksheet"
  - Use Transition Worksheet to transition to a less restrictive level of supervision or release from supervision.
- **Next Steps/Homework:** Leave with a plan for long-term success!





## Pennington County Budget Information 2025

- 1. Pennington County is receiving 12 monthly payments from the State. (approx. \$4,309.00 each month) Total of \$51,705.00
- 2. What will be billed back (2 invoices):

County	Role		Total Calendar 2025
Pennington	CBB - Agent	Farris	21,482
	CBB - Support		9,478
	Cost - Mgt-Admin		7,773
		Manual Reduction	-7,627
	OAS Sr.		5,742
		Manual Reduction	-5,165
	Supervisor	Cheney	12,106
		Manual Reduction	-11,178
Pennington Total			32,611

<sup>\*</sup>Counties now receive 50% cost reimbursement, whereas in the past it had been 26% -30%.

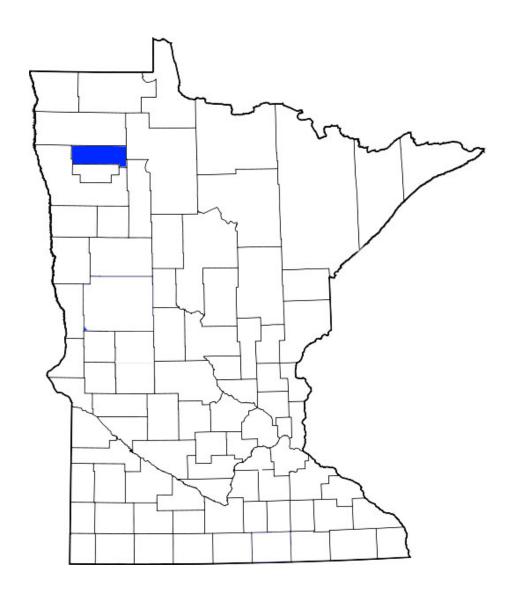
Future (shared) costs within the District:

- Dist. Supervisor
- OAS Sr.
- Mgr & Admin.
- Non-salary Expenses Mileage, Training, Interpreters Services and Travel

#### Pennington County Agent Staff – \*as of 11/01/2024

Mary Gerardy – Blended Traditional Caseload Jeremy Rychlock – Blended Traditional Caseload Derek Biermaier – Blended Traditional Caseload Sean Farris – Juvenile Caseload, GM/Misd. Tasks Tiffany Rivard – Sex Offender Caseload Jenna Hagl – Specialty Court- Grant Funded Kelly Thygeson – Specialty Court – Grant Funded

<sup>\*</sup>CY26 - No Manual Reduction will be made. \$23,958.00 manually reduced this CY.



Pennington County
Comprehensive Plan
July 2024

## Contents

Introduction	3
Administration and Organization of Correctional Services	3
District Organization Chart	4
Advisory Board	5
DOC Training Requirements:	5
Overview of Supervision Population	5
Strategic Planning at the State Level	5
Use of Evidenced Based Practices with fidelity: (Normative Feedback)	5
Council of State Governments (CSG)- Justice Reinvestment Initiative	6
Strategic Planning at the Local Level	6
Pre-Trial, Diversion and Other Services	7
Narrative of Core Interventions and Evidence-based Practices (EBP)	8
Victim Concerns	10
Correctional Fees	10
Contracted Services and Proposal and Proposals for New Services	11
Budget	11
Highlights	11
Appendix A Training Requirements	13
Appendix B Pre Trial-Standards	14
Appendix C Overview of Supervision Population	16

### Introduction

Race and Hispanic Origin	Pennington
White alone, percent	92.50%
Black or African American alone, percent(a)	1.20%
American Indian and Alaska Native alone, percent(a)	2.10%
Asian alone, percent(a)	1.10%
Native Hawaiian and Other Pacific Islander alone, percent(a)	Z
Two or More Races, percent	3.00%
Hispanic or Latino, percent(b)	4.70%
White alone, not Hispanic or Latino, percent	89.10%

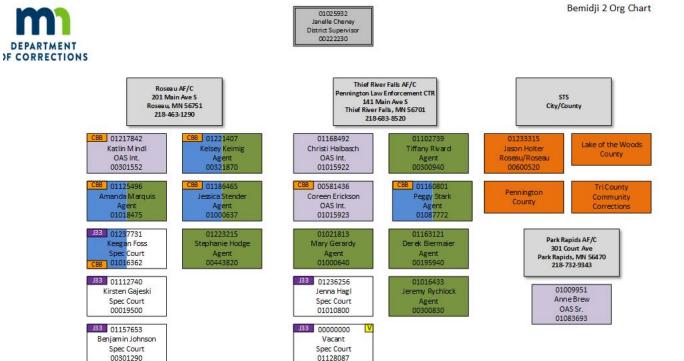
Geography			
Population per square mile, 2020	22.7		
Land area in square miles, 2020	616.58		
FIPS Code	27113		

Z Value greater than zero but less than half unit of measure shown

## Administration and Organization of Correctional Services

DOC Vision	DOC Mission
Achieving justice through promotion of racial equity, restoration from harm, and community connectedness	Transforming lives for a safer Minnesota

#### District Organization Chart



The Minnesota Department of Corrections (DOC) provides felony and supervised release supervision in 51 of the 87 Minnesota counties, and in 30 of those counties, the DOC also provides juvenile, and misdemeanor sentenced supervision. On any given day there are approximately 20,000 persons under probation and supervised release supervision. In addition, the DOC provides Intensive Supervised Release (ISR) supervision in 75 of the 87 counties for those persons that are released from prison with the highest level of risk for repeat sexual and violent offenses. The DOC also provides supervision in 82 of our 87 counties for those persons released from prison early to serve their time in the community after participating in the DOC Challenge Incarceration Program (CIP). Lastly, the DOC operates 21 Sentence to Service (STS) crews across the state.

Pennington County is part of the Bemidji 2 District which consist of Pennington, Marshall, Kittson, Roseau, and Lake of the Woods County. Within the Bemidji 2 District there are offices strategically located in Thief River Falls and Roseau. The MN Dept. of Corrections provides all levels of supervision within this County to include (traditional Felony), GM, Misd and Juvenile supervision as well as Intensive Supervised Release and those participating in the Challenge Incarceration Program (CIP).

Pennington County is in the Northwestern part of the U.S., State of Minnesota. As of the 202 Census, the population was 13,992. The County seat is Thief River Falls, which houses our District Office. This County is named for Edmund Pennington as of November 23, 1910. There is one airport in this region, the Thief River Falls Regional Airport. Cities within this region include Goodridge, St. Hilaire and Thief River Falls. This Region has 21 Townships. It is known for its savanna soil, containing sand, silt, or clay.

District Supervisor: Janelle Cheney

Office and Administrative Specialist Sr.: Cari Dostal

Office and Administrative Specialist: Coreen Erickson and Kassi Sparby

Juvenile Agent: Sean Farris

Enhanced Sex Offender Agent: Tiffany Rivard

Traditional Adult Agent: Mary Gerardy, Jeremy Rychlock, and Derek Biermaier

DWI Specialty Court Agent: Jenna Hagl Drug Specialty Court Agent: Vacant

#### **Advisory Board**

Pennington County Advisory Board:

Judge Tamara Yon

Pennington County Sheriff: Seth Vettleson Thief River Falls Police Chief: Marissa Adams

Pennington County Attorney: Seamus Duffy - Vacant Pennington County Administrator: Kevin Erickson Pennington County Jail Administrator: Dave Casanova Pennington County Court Administrator: Kathy Narlock 9<sup>th</sup> Judicial Specialty Court Supervisor: Maria Pahlen

#### **DOC Training Requirements:**

Agents new to the DOC participate in a Statewide Training (STA) Academy. STA is spread out over three months, is hybrid in nature (courses in person & virtual platform) and consists of over 140 hours of instruction on evidence best practices (EBP) and how to effectively work with persons under supervision to assess and reduce their probability for future criminality, agent safety, as well as other general knowledge courses. Agents are required to complete 40 hours of training each year; 20 of which are to be EBP related. STS crew leaders are required to complete 40 hours of training, which includes an annual two-day Advanced Crew Leader training at Camp Ripley with instruction on chainsaws, tree felling, small engine repair, safety, and best approaches to working with clients and stakeholders. Support staff are required to complete 16 hours of training relevant to their position. See the FY 24 required training for Field Services in Appendix A.

#### Overview of Supervision Population

See Appendix C

#### Strategic Planning at the State Level

Each county may have goals addressing specific needs in their community. As an agency, Field Services' main approach to transforming lives is targeting the drivers of criminality and providing interventions to address those needs to lower that person's level of risk for criminality. As with most agencies, it is not just knowing what those strategies are, but who to prioritize for resources and how to effectively implement those strategies with high fidelity within an organization that leads to greater success.

#### Use of Evidenced Based Practices with fidelity: (Normative Feedback)

All DOC Supervisors attended the Alliance for Community and Justice Innovation (ACJI's) Implementation Leadership Academy on best approaches to implementation and sustaining culture change and will continue with coaching from ACJI. For all DOC counties, one of the main objectives is to continue to ensure that staff are using evidenced best practices with fidelity. In fiscal year 2024, all DOC counties will be ensuring that staff review the risk assessment results with the person being assessed. (Normative Feedback). This helps the person under supervision have a better understanding of behaviors and thinking that place them at risk for ongoing criminality.

Agents have been trained in the use of Motivational Interviewing and have been implementing Carey Guides,
 Thinking Reports and utilizing EBP approaches to support the reduction of recidivism. In July of 2023, Agents
 received training specific to Normative Feedback and have since progressed to offering Normative Feedback to
 each client. Continued practice of this skill and coaching occurs in conjunction with the District's Communities
 of Practice (CoP) sessions, scheduled monthly.

#### Council of State Governments (CSG)- Justice Reinvestment Initiative

All three MN delivery systems have partnered together and are currently receiving technical assistance from CSG and the Bureau of Justice Assistance (BJA) to continue to implement the recommendations for MN made by CSG after assessing the state's supervision procedures through the Justice Reinvestment Initiative. Legislatively, an oversight body, the Community Services Advisory Council (CSAC), was created with specific goals. That oversight group will provide both direction and approve recommendations from various statewide workgroups. Technical assistance was awarded to all 3 delivery systems to implement a statewide Risk/Needs Assessment tool. A workgroup was formed for this initiative and is actively working to implement one tool within the next year. All delivery systems have agreed to move forward with using the Level of Service/Case Management Inventory (LS/CMI) as MN's risk and needs tool. The workgroup is currently working to create a "Request for Proposal" for outside parties to submit interest in validating this tool for the state of MN. Once validated, MN will utilize this tool to determine risk and need areas and level of supervision for justice-involved adults. Additional tools may also be utilized for offense specific cases and other responsivity areas.

There is also a Phase II workgroup that is designated to assist in the implementation of many of CSG's original recommendations. Initially, this group is looking at creating a single standard of supervision for MN, regardless of what county/agency a client is supervised in. Additionally, implementation of a statewide behavior modification tool or incentives/sanctions grid, is being considered.

CSG is also aiding Minnesota in development of statewide supervision outcome data. A statewide data committee has been established to create statewide outcomes that are able to measure supervision success and return on investment. The committee has worked with CSG staff to identify outcomes that impact success, such as housing or mental health rates, the percent of persons under supervision that are successfully completing cognitive behavior or other treatment services to address their pathways to criminality, and data on recidivism, violation rates, and percent of those who successfully completed required conditions of supervision. The committee is currently working on where the data is located, the ability to gather data statewide and standards on data input for each agency to follow.

Lastly ISR Transformation has been focused on supervision standards across all ISR agencies where the supervision is structured at an individual level rather than a "program". The purpose of ISR Transformation is to develop standards and guidelines for the administration of ISR that increases success (desistance), enhances equity, and appropriately balances the need for public safety with person-centered approaches. ISR Transformation is currently working on implementing the changes established by the working group in CY 2024.

#### Strategic Planning at the Local Level

The Minnesota Department of Corrections currently provides multiple programming initiatives for the clients of Pennington County. The DWI Specialty Court provides a level of enhanced supervision to DWI clients within Pennington and Marshall County. This grant funding position has allowed for a smaller caseload while reducing the workload for the traditional adult agent. This program is challenged annually due to the position being grant funded. As part of the strategic planning process this Specialty Court position will continue to seek grant and other supportive funding, to maintain this effective programming.

Also, part of the Strategic Planning has been to sustain the Pennington County Drug Court. Staffing vacancies have resulted in not utilizing the balance of the grant funding prior to the grant end date. An extension has been requested and approved previously and a second request is currently being considered. If the extension is granted, additional funding to support the position will be needed within approximately 8 months. If we can sustain this program, there could be efforts made to be inclusive of Marshall County. If no additional funding is available through grants, the MN DOC would look to modify current caseload assignments to allocate staffing resources towards this Specialty Court.

Cognitive programming continues to be an effective intervention that is supported by the Department of Corrections and Pennington County Court. As part of strategic planning there will continue to be goals of providing this programming to a larger number of clients. This can be accomplished by continuing to train staff and working towards cost reduction of programming services. Within 2023, three Agents completed Decision Points Cognitive training and now offer quarterly Decision Points Cognitive Programming within Pennington County.

Caseloads assigned specific to juvenile, sex offenses, domestic violence cases and substance abuse, allows for specialty in providing supervision and case management services. This also enhances communication and collaboration at the local level with other service providers and stakeholders.

#### Pre-Trial, Diversion and Other Services

Pretrial standards based on best practices focus on maximizing court appearances and providing referral for services, rather than release condition compliance. Please see Pre Trial-Best Practices in Appendix B.

The MN Department of Corrections within Pennington County does not have a Pre-trial program. Our agency will complete Pre-trial tasks as ordered by the Court, i.e. a drug screen, referral, report, etc.

Agent staff complete Felony/GM/Misd. Pre-sentence Investigation Reports to include Pre-dispositional Reports for youth as well, on a rotating basis amongst the agents. Juvenile reports include Extended Juvenile Jurisdiction and Certification reports. Agents also complete progress reports referenced at (90 day) review hearings while a youth is in placement. Felony Pre-sentence Investigation Report include a Sentencing Worksheet to the Court.

Agents are in a rotation to complete the Minnesota Pre-trial Assessment Tool (MNPAT) weekly and submit those to the parties of the Court, dependent upon offenses requiring such.

Agents also complete Violation reports for the Court, as well as Sanctions Conference reports, an informal means to address technical violations.

Releases from our Minnesota Correctional Facilities are assigned based on location, offense and previous agent history. These are assigned to our Felony Agent staff per the MNSTARR Risk Assessment tool. A releasee makes a release request through their caseworker which is then submitted to a local Agent to investigate and further support as appropriate, to ensure homelessness is avoided and the highest potential for success is being considered.

The MN Department of Corrections collaborates with the Pennington County Attorney's office, Law Enforcement, and schools in offering a Diversion program for Juveniles within the County. We are an active team member and assist with recommendations.

#### Narrative of Core Interventions and Evidence-based Practices (EBP)

The DOC uses risk, need, and responsivity principles for effective case management that adhere to the following:

#### The DOC Key Supervision Principles:

Primary assessment tools are the LS/CMI and Youth Level of Service/Case Management Inventory (YLS/CMI), as the overall tool for most persons under supervision. For sex-specific crimes, the DOC uses the Static 99 and Stable, and the DOC MNSTARR 2.0 for risk on supervised releasees from a MN Correctional Facility. Field Services' policy is to have the assessment completed within 30 days of the person being placed under supervision and reassessed annually for adults and every six months for juveniles. The CSAC has prioritized validation of the LS/CMI tool for MN's justice-involved population in 2024.

Agents in Pennington County also utilize a Domestic Violence Inventory (DVI) upon completion of a Domestic Violence Presentence Investigation. For the Juvenile population, we are also to provide a mental health screening tool to each youth we serve. The Massachusetts is one screening tool available/utilized. This is then followed up with a referral, as needed.

- Supervision intensity and case management contacts vary based on level of risk per normed cut off scores. Interventions are most effective in reducing recidivism when they match a person's assessed level of risk. The focus of supervision should be on moderate, moderate-high, and high-risk persons. Contacts include office, home, and virtual contacts. Low risk persons should receive support and assistance in completion of conditions that do not require a supervision agent to perform. To manage caseloads and allow time sufficient to provide effective interventions, Agents assess the person as noted above. Contacts are determined based on the level each person is assessed at. Contacts can be increased or decreased, based on the needs of the individual. Agents consistently reassess each client to ensure their supervision level is accurate. Agents will recommend early discharge for those individuals who have completed the conditions as ordered by the Court and who have been able to maintain and sustain prosocial attitudes, beliefs, and behaviors within the Community for a period, most often a year after completion of programming or conditions. By discharging those who have shown ability to change past behaviors, Agents are able to focus on those requiring additional supervision and support within the Community.
- Adherence to general responsivity and providing cognitive behavior interventions. Agents use core correctional practices, motivational interviewing, and skill directed interventions that include modeling, practice, and homework. All DOC agents are trained and provided electronic Carey Guides and 170 agents have Tools on Devices. Within Pennington County, the agents have a vested interested in cognitive behavior interventions. Cognitive programming continues to be an effective intervention that is support by the Department of Corrections and Pennington County Court. As part of strategic planning there will continue to be goals of providing this programming to a larger number of clients. This can be accomplished by continuing to train staff and working towards cost reduction of programming services. Within 2023, three Agents completed Decision Points Cognitive training and now offer quarterly Decision Points Cognitive Programming to Pennington County Clients.
- Addressing specific responsivity such as mental health, housing, gender, and culturally specific services. The
  Minnesota Department of Corrections supports housing first initiatives and collaboration for addressing mental
  health needs, gender specific interventions that target unique pathways into the justice system and working
  with Tribal Nations on supervision and intervention partnerships. The DOC has four full time staff that help
  work with persons and communities around housing needs. DOC supervisors and staff that work closely with
  our Tribal Nations participated in Tribal Relations training offered by the University of Minnesota in this last year

and DOC has started to track tribal affiliation in our data management system for future gap analysis of programming needs. **The** Minnesota Department of Corrections works in conjunction with Sanford Behavioral Health for continued behavior health services. Sanford Behavioral health also provides 24/7 emergency response for Northwest Minnesota as needed to provide services to clients. Agents provide referrals to Inter County Community Council housing program for interim housing assistance in addition to emergency housing as needed.

 Caseload sizes for supervision intensity should be capped based on normed supervision and task workload studies. Minnesota Department of Corrections uses supervision workload points tracked in CSTS to manage caseload sizes.

Supervision within the Bemidji 2 District is based on territory and agent specialty. Due to the grant funding and County support of Specialty Courts within the Bemidji 2 District, all caseloads appear to be equitable and manageable. This allows agents the opportunity to provide case management services in addition to providing quality time towards the application and consistency with evidenced based intervention work.

• Early discharge should focus on effective interventions and not just completion of conditions. The DOC along with Dodge & Olmsted County are partnering with National Institute of Corrections, Center for Effective Public Policy and the Carey Group on a readiness assessment and implementation of Dosage probation. This promising practice focuses on prescribed intervention hours that target clients' highest criminogenic need areas which is "dosed" according to the client's risk level. Successful completion of hours results in the client's discharge from probation.

Agent staff are consistent in monitoring and evaluating a client's level of supervision needed, to include when it would be appropriate to request an early discharge from the Court. Agents take into consideration the persons adjustment while on supervision, any informal or formal violations filed, completion of conditions and lastly, a period of time maintaining within the community. This allows for better focus and management of the higher risk clients.

• The focus of supervision is skill development. While supervision focuses on conditions, agents work with clients in developing new skills to avoid future recidivism is the key to long term success.

The Minnesota Department of Corrections utilizes Carey Guides to assist clients with Evidence-based techniques and cognitive behavioral interventions. These tools comprise of workbooks or online tools and communication that assist with motivating clients and assisting with case management goals. Agents will model different activities to support those they serve. Agents walk through and model gaining and submitting a job application, interviewing, resolving conflict, etc. Agents will also offer other tools such as the Cost Benefit tool for the client to further process what decision to make when it is difficult.

**Use of incentives and adherence to the 4 to 1 positive ratios.** Agents are trained in using reinforcements which have proven to be more effective in supporting behavior changes than the use of punishment.

All agents have been trained in Motivational Interviewing and use this evidence-based approach to provide client affirmations in one-on-one meetings. Specialty Courts have been able to provide small tangible incentive or other rewards when clients show progress, such as phase changes, later curfews, etc.

• Utilize community-based interventions compared to the reliance on out of home placements including incarceration for technical violations. Programming and services in one's local community should be exhausted prior to recommending revocation.

The utilization of cognitive programming is used as a sanction to provide effective programming. This provides an effective person-centered approach to address each individual risk, needs, responsivity. Juvenile Agents should screen potential out of home placements with a Team, consisting of Social Services and other local Stakeholders. All Staff utilize least restrictive placement options, escalating the structure and security as needed. House arrest and electronic home monitoring are also given consideration when there is not a public safety risk.

#### Victim Concerns

Within Pennington County the Department of Corrections works towards providing effective communication with victims. This begins during the presentence investigation process while working with the County Attorney's office and Victim Services. This continues into supervision by being available to victims and allowing them the opportunity to be part of the change process through effective programming such as sex offender, domestic violence and/or cognitive programming. Agents facilitate and/or make referrals to programs that articulate the impact their behavior has had on a victim, work to foster empathy, and support change behavior.

#### Correctional Fees

Please describe your agency's use of correctional fees including the following:

- Types of correctional services for which fees are imposed (supervision and program fee schedule).
- Aggregate amount of fees imposed in CY 2022.
- Aggregate amount of fees collected in CY 2022.

Fee Description	2022 Fees Imposed	2022 Fees Collected
<b>County Supervision Fee</b>	6,120.00	1,995.20
DOC Supervision Fee	15,480.00	12,860.85
Total	21,600.00	14,856.05

#### Contracted Services and Proposal and Proposals for New Services

The Minnesota Department of Corrections covers all electronic monitoring costs for supervised release clients through a contract with BI Incorporated. All counties, regardless of delivery system, have access to the contract. Monitoring is generally established prior to the client's release from the MN Correctional Facility or through a violation hearing or restructure recommendation.

• GPS monitoring and use of Sober link for alcohol testing have increased in use. Especially if clients are displaying mitigating factors that outweigh custody to keep them in the community.

#### Budget

<u> </u>	FTEs	FY24	FY25	Total
Felony	4.76	\$ 551,928.66	\$ 576,765.45	\$ 1,128,694.10
Agent	2.57	\$ 348,845.84	\$ 364,543.91	\$ 713,389.75
Cost - CE		\$ 49,264.45	\$ 51,481.35	\$ 100,745.81
Cost - Interstate		\$ 18,381.24	\$ 19,208.39	\$ 37,589.63
Cost - Mgt-Admin		\$ 28,929.60	\$ 30,231.43	\$ 59,161.03
OAS Sr.	0.24	\$ 18,682.54	\$ 19,523.25	\$ 38,205.79
Supervisor	0.24	\$ 36,889.48	\$ 38,549.51	\$ 75,438.99
Support	0.71	\$ 50,935.50	\$ 53,227.60	\$ 104,163.11
TX Court	1.00	\$ 220,218.33	\$ 230,128.16	\$ 450,346.49
Non-F	1.36	\$ 110,109.17	\$ 115,064.08	\$ 225,173.25
CBB - Agent	0.50	\$ 47,017.22	\$ 49,133.00	\$ 96,150.23
CBB - Support	0.71	\$ 63,091.94	\$ 65,931.08	\$ 129,023.02
Cost - Mgt-Admin		\$ -	\$ -	\$ -
OAS Sr.	0.07	\$ -	\$ -	\$ -
Supervisor	0.08	\$ -	\$ -	\$ -
<b>Grand Total</b>	6.12	662,037.82	691,829.53	\$ 1,353,867.35

#### Salary Roster

Classification	Budget Label	Min	Max
Office & Admin Specialist Int	Support	\$40,862.00	\$54,184.00
Office & Admin Specialist Sr	OAS Sr.	\$43,764.00	\$59,237.00
Corr Agent	Agent, CBB Agent	\$50,530.00	\$81,557.00
Corr Program Director	Supervisor	\$75,126.00	\$108,221.00
District Supervisor	Supervisor	\$90,390.00	\$129,247.00
Regional Manager	Cost - Mgt-Admin	\$96,800.00	\$138,883.00
Director	Cost - Mgt-Admin	\$115,800.00	\$165,683.00
Management Analyst 1	Cost - Mgt-Admin	\$47,210.00	\$68,298.00
Management Analyst 3	Cost - Mgt-Admin	\$55,624.00	\$81,557.00

#### Highlights

The Bemidji 2 District that serves this County covers an area of 6950 square miles. There are 14 agents and an additional 5 staff that support their work in this district. These dedicated individuals are committed to providing effective community supervision and impacting change behavior with those they serve. Staff reside, volunteer, and contribute locally within our small rural communities, being personally and professional invested in the Community. Community Supervision is a critical piece towards public safety, and we are fortunate to work with amazing stakeholders who collaborate with us, and not only ensure public safety, but also the safety of our staff.

We are fully committed to an evidenced based approach with each client, meeting them where they are at, building motivation and confidence, targeting (risk) behavior and goal setting. Each staff will continue to receive training and support, while continuing to learn and grow within this career field.

## Appendix A Training Requirements

Title	Hours	Applicability	Description
Defensive Tactics	8	All DT trained staff	Recertification for all staff previously trained in defensive tactics.
Office Safety	3	All office staff (STS discretionary)	Office safety training w/scenarios
EBP Trainings	20	All Agents	2 hrs of training for each of the following: Case Planning, MI, CCP, Carey Guides, LSCMI/YLSCMI, formal/informal boosters, COPs Staff will be required to obtain the remaining 10 hours through self-learning opportunities and/or formal learning (literature review, webinars, EBP Café videos, additional boosters, other training opportunities). Staff can access EBP resource information: https://mn.gov/doc/assets/Virtual%20EBP%20Options%204-2023_tcm1089-572601.docx
Interstate Compact	2.5	All ICOTS Users	2.5 hours of refresher or advanced course regarding Adult Interstate Compact
Trauma Informed Care	1-2	All Staff	TBD
Intrastate Transfer/Release Planning	4	Agents	Updated policy changes (Spring 2024)
MNPAT	1	Staff who complete Bail Evaluations	Release January 2024 (training Dec 2023)

#### The below will be discretionary training.

Title	Hours	Applicability	Description
NARCAN	1	All staff carrying	Naloxone training to administer
		Narcan or requesting	nasal spray in OD incidents.
		to carry	Review of Opioid exposure and
			signs/symptoms
Chemical Irritant	1	All staff issued CI	TBD-is this needed for re-cert
Mental Health Training	TBD	All staff who have	TBD
		contact with clients	
Tribal State Relations Training	TBD	All agent staff who	Culturally Specific Training
		work with Tribal	
		Nations	
Adverse Childhood Experience	TBD	Agent Staff	Understanding the tool and what
Training (ACES)			it means when working with
			clients
Sovereign Citizen Training	TBD	Agent Staff	Understanding the culture of
			sovereign citizens and how to
			work with this population

#### Appendix B Pre Trial-Standards

#### Operationalized Mission

The DOC's mission as it relates to pretrial monitoring is to enhance public safety through evidence-based strategies that minimize re-arrest, ensure court appearance, and provide support for released defendants.

Staff will be educated in best practices regarding pre-trial monitoring and will share this knowledge with local stakeholders. It is strongly recommended that stakeholders meet and regularly discuss the framework within which pretrial monitoring will occur as well as to discuss responses to pretrial failures. Information pertaining to community safety issues regarding pretrial monitoring should be discussed with stakeholders on an ongoing basis.

#### **Universal Screening**

A designated risk assessment tool approved by Judicial Council will be completed on all offenses required by Minnesota Statute 629.74, with encouragement for use on all assault related misdemeanor and gross misdemeanor offenses to include DANCO Violations. Court involved stakeholders will be encouraged to utilize the risk assessment scores, in addition to other information presented at the preliminary hearing, when making decisions regarding Release on Recognizance, Pre-trial Monitoring or Remanding a defendant.

#### Validated Pre-Trial Risk Assessments

Once placed on pre-trial monitoring, the designated risk assessment tool approved by Judicial Council will be used to determine level of supervision.

#### Sequential Bail Review

Process by which agents can target scheduled court hearings to address non-emergency violations of pre-trial monitoring, progress reports or make a recommendation to the Court to end pretrial monitoring in the community due to positive adjustment. Agents will not be requesting any changes to monetary bail. Agents may also request adjustment regarding conditions of supervision. Emergency issues will be addressed with the Court as needed.

#### Risk-Based Monitoring - Minimum Standards

Following a court order for pre-trial monitoring, a validated risk assessment as noted above will be utilized to place defendants into one of three categories for pre-trial monitoring:

- Only the highest risk defendants, based on the validated risk assessment, will receive formal pre-trial monitoring support. Low and Medium scores will result in minimal interaction with corrections staff.
- Low & Medium: Contact with the defendant will occur as needed and necessary to accomplish
  or assist in compliance with pre-trial monitoring conditions. These levels will involve
  monitoring of conditions as ordered by the Court, such as EHM, drug testing, and violations
  regarding new criminal behavior.

- Monitoring may take place electronically, by phone and/or virtually. Ideally, low scoring defendants will not be placed on pre-trial monitoring to DOC.
- High: Contact with the defendant will occur a minimum of once per month. Contact may be virtual and/or office visit. This level will involve monitoring of conditions as ordered by the Court, such as EHM, drug testing, and violations regarding new criminal behavior.

## Focus for Contacts:

- Reminder of next Court date
- Update phone/address/employment information. Agent will remind client to contact Court
  Administration with updated address. Agent will provide updated address information to Court
  Administration as well.
- Inquire as to if they have had any new arrests/citations.
- Provide information around housing, employment and any other resources requested by the client.
- Follow up with any court ordered obligations as appropriate (i.e., chemical and/or mental health assessments, color wheel testing, etc.)
- Increase/decrease pre-trial monitoring in the community based on adjustment and/or risk assessment.

## Boundaries of Pre-Trial Monitoring:

- Absolutely no discussion regarding any details of their alleged criminal offense. All defendants will be referred to their defense attorney for these types of discussions.
- Agents will not provide an opinion regarding plea agreements during the pre-trial monitoring process.
- Agents MAY comment on cooperation regarding pre-trial monitoring.
- Court Reporting Process (violations/progress/discharges)
- Violation/Progress/Discharge reports will be filed as needed by the agent directly with the Court for review and decision making. Copies will be served to the prosecuting attorney and defense attorney.
- Performance Measurement and Feedback
- Percentage of pre-trial defendants who made all Court appearances (CSTS enhancement is needed to track this information)
- Percentage of pre-trial defendants who remained compliant with Court conditions during pre-trial monitoring (not to include re-arrest)
- Percentage of pre-trial defendants who remained law abiding during their pre-trial monitoring.
- Validate the risk assessment tool approved by Judicial Council to target high risk defendants for placement on pre-trial monitoring.
- Comparisons between districts regarding successes in each risk level category.
- Develop specialized training program for Pre-Trial Division with technical assistance from the National Institute of Corrections (NIC).

# Appendix C Overview of Supervision Population

(INCLUDING SR, ISR and pre-trial)

Describe your agency's supervision year-end population for calendar years (CY) 2020, 2021, and 2022 broken out as follows in table or graph form. Follow the same instructions/parameters as you use for reporting on the annual probation survey.

## o Pre-trial Population

\*Pretrial Agent Tasks

	2020		2020 Total	2021		2021 Total	2022		2022 Total	<b>Grand Total</b>
Adult	Hispanic	Unknown		Hispanic	Unknown		Hispanic	Unknown		
Female		35	35		40	40	1	46	47	122
Felony		32	32		35	35	1	40	41	108
Am Ind/Alaskan Nat		7	7		5	5		7	7	19
Unknown					1	1				1
White		25	25		29	29	1	33	34	88
Gross Misdemeanor		2	2		4	4		5	5	11
Am Ind/Alaskan Nat					1	1		2	2	3
White		2	2		3	3		3	3	8
Misdemeanor		1	1		1	1		1	1	3
White		1	1		1	1		1	1	3
Male	12	99	111	9	134	143	3	107	110	364
Felony	9	84	93	7	114	121	2	83	85	299
Am Ind/Alaskan Nat		17	17		15	15		3	3	35
Asian/Pacific Islander					1	1				1
Black		4	4		3	3		3	3	10
Unknown					3	3		1	1	4
White	9	63	72	7	92	99	2	76	78	249
Gross Misdemeanor	3	10	13	2	14	16	1	16	17	46
Am Ind/Alaskan Nat				1	3	4	1	3	4	8
Black					1	1		2	2	3
White	3	10	13	1	10	11		11	11	35

Misdemeanor		5	5		6	6		8	8	19
Am Ind/Alaskan Nat					1	1		1	1	2
Unknown								1	1	1
White		5	5		5	5		6	6	16
Grand Total	12	134	146	9	174	183	4	153	157	486

## \*Pretrial Agent Tasks

	2020	2021	2022	Grand Total
Juvenile	Unknown	Unknown	Unknown	
Female	1	2	2	5
White	1	2	2	5
Male	1	4	14	19
Unknown			1	1
White	1	4	13	18
Grand Total	2	6	16	24

## o Probation Population

				Offense	Previous			Year					American		Other		Non Hispanic
Year	Туре	County	Adult/Juvenile	Level	Year	Entries	Removals	End	Males	Females	White	Black	Indian	Asian	Race	Hispanic	Unknown
2020	DOC	Pennington	Adult	Felony	145	36	57	131	93	38	113	8	10	0	0	10	121
2020	DOC	Pennington	Adult	Gross Misd	58	31	32	50	38	12	44	0	5	0	1	1	49
2020	DOC	Pennington	Adult	Misd	6	2	4	4	4	0	3	1	0	0	0	0	4
2020	DOC	Pennington	Juvenile	Juvenile	3	3	2	4	3	1	4	0	0	0	0	0	4
Total					212	72	95	189	138	51	164	9	15	0	1	11	178

				Offense	Previous			Year					American		Other		Non Hispanic
Year	Type	County	Adult/Juvenile	Level	Year	Entries	Removals	End	Males	Females	White	Black	Indian	Asian	Race	Hispanic	Unknown
2021	DOC	Pennington	Adult	Felony	136	47	67	118	78	40	103	7	8	0	0	9	109
2021	DOC	Pennington	Adult	Gross Misd	49	20	23	44	29	15	39	1	4	0	0	0	44
2021	DOC	Pennington	Adult	Misd	4	4	4	4	4	0	3	1	0	0	0	0	4
2021	DOC	Pennington	Juvenile	Juvenile	4	5	2	7	6	1	6	0	0	0	1	0	7
Total					193	76	96	173	117	56	151	9	12	0	1	9	164

Year	Туре	County	Adult/Juvenile	Offense Level	Previous Year	Entries	Removals	Year End	Males	Females	White	Black	American Indian	Asian	Other Race	Hispanic	Non Hispanic Unknown
Tear	Type	County	Addit/Juvernie	Level	i cai	Litties	Removals	LIIU	Iviales	Terriales	vvilice	Diack	IIIulali	Asiaii	Nace	Thispanic	OTIKHOWII
2022	DOC	Pennington	Adult	Misd	4	2	3	3	2	1	2	1	0	0	0	0	3
2022	DOC	Pennington	Adult	Felony	116	43	46	113	74	39	94	8	11	0	0	10	103
2022	DOC	Pennington	Adult	Gross Misd	43	30	29	44	25	19	38	2	4	0	0	2	42
2022	DOC	Pennington	Juvenile	Juvenile	7	12	3	16	14	2	16	0	0	0	0	0	16
Total					170	87	81	176	115	61	150	11	15	0	0	12	164

# o Supervised Release (SR), Parole, and Intensive Supervised Release (ISR) Population

	2020		2020 Total	2021		2021 Total	2022		2022 Total	Grand Total
	Hispanic	Non Hispanic		Hispanic	Non Hispanic		Hispanic	Non Hispanic		
Intensive Supervised Release		2	2		3	3		1	1	6
Male		2	2		3	3		1	1	6
White		2	2							2
White-Non-Hispanic					3	3		1	1	4
Standard Supervised Release	2	23	25	3	18	21	2	18	20	66
Female		4	4		3	3		3	3	10
American Indian or Alaskan Native		1	1							1
White		3	3							3
White-Non-Hispanic					3	3		3	3	6
Male	2	19	21	3	15	18	2	15	17	56
American Indian-Non Hispanic					1	1				1
White	2	19	21							21
White–Hispanic				3		3	2		2	5
White-Non-Hispanic					14	14		15	15	29
Grand Total	2	25	27	3	21	24	2	19	21	72

In addition, please provide the following:

- Average Caseload Sizes by Caseload Type
- Percentage and number of probation clients by Risk Levels (Very High/High, Medium, Low, and Unknown)

\*Select agents supervise clients across multiple counties. \*Risk Level snapshot in Dec 2022.

							Prescreen LowNo				Total	
	High		Low		Medium		Assmt		Unknown		#	Total %
Risk Level	#	%	#	%	#	%	#	%	#	%		
Adult	12	85.71%	97	95.10%	66	89.19%	1	100.00%	3	75.00%	179	91.79%
Derek L. Biermaier		0.00%	16	15.69%	2	2.70%		0.00%	1	25.00%	19	9.74%
Jeremy Rychlock	1	7.14%	13	12.75%	19	25.68%		0.00%	1	25.00%	34	17.44%
Jessica Aarestad	1	7.14%	7	6.86%	7	9.46%		0.00%		0.00%	15	7.69%
Mary Gerardy	6	42.86%	11	10.78%	7	9.46%		0.00%		0.00%	24	12.31%
Tiffany Rivard	3	21.43%	16	15.69%	3	4.05%		0.00%		0.00%	22	11.28%
Wayne Nomeland	1	7.14%	34	33.33%	28	37.84%	1	100.00%	1	25.00%	65	33.33%
Juvenile	2	14.29%	5	4.90%	8	10.81%		0.00%	1	25.00%	16	8.21%
Peggy J. Stark	2	14.29%	5	4.90%	8	10.81%		0.00%	1	25.00%	16	8.21%
<b>Grand Total</b>	14	100.00%	102	100.00%	74	100.00%	1	100.00%	4	100.00%	195	100.00%

	Adult											
	High		Low		Medium		Prescreen LowNo Assmt		Unknown		Total #	Total %
Assignment Type	#	%	#	%	#	%	#	%	#	%		
Felony	10	83.33%	71	73.20%	54	81.82%		0.00%	2	66.67%	137	76.54%
Enhanced Supervision	6	50.00%	1	1.03%	4	6.06%		0.00%		0.00%	11	6.15%
ESO Phase 1	3	25.00%		0.00%		0.00%		0.00%		0.00%	3	1.68%
ESO Phase 2		0.00%		0.00%	2	3.03%		0.00%		0.00%	2	1.12%
ESO Phase 3		0.00%	9	9.28%	1	1.52%		0.00%		0.00%	10	5.59%
ESO Phase 4		0.00%	3	3.09%		0.00%		0.00%		0.00%	3	1.68%
Specialty Court-Probation	1	8.33%	7	7.22%	6	9.09%		0.00%	1	33.33%	15	8.38%
Traditional Supervision		0.00%	51	52.58%	41	62.12%		0.00%	1	33.33%	93	51.96%

Grand Total	12	100.00%	97	100.00%	66	100.00%	1	100.00%	3	100.00%	179	100.00%
Traditional Supervision		0.00%	2	2.06%		0.00%		0.00%		0.00%	2	1.12%
Enhanced Supervision	1	8.33%		0.00%		0.00%		0.00%		0.00%	1	0.56%
Misdemeanor	1	8.33%	2	2.06%		0.00%		0.00%		0.00%	3	1.68%
Traditional Supervision	1	8.33%	10	10.31%	10	15.15%	1	100.00%	1	33.33%	23	12.85%
Specialty Court-Probation		0.00%	14	14.43%	1	1.52%		0.00%		0.00%	15	8.38%
Enhanced Supervision		0.00%		0.00%	1	1.52%		0.00%		0.00%	1	0.56%
Gross Misdemeanor	1	8.33%	24	24.74%	12	18.18%	1	100.00%	1	33.33%	39	21.79%

	Juvenile									
	High		Low		Medium		Unknown		Total #	Total %
Assignment Type	#	%	#	%	#	%	#	%		
<b>Enhanced Supervision</b>	2	100.00%		0.00%	1	12.50%		0.00%	3	18.75%
Traditional Supervision		0.00%	5	100.00%	7	87.50%	1	100.00%	13	81.25%
Grand Total	2	100.00%	5	100.00%	8	100.00%	1	100.00%	16	100.00%

Please also provide the following outcomes for CY 2022:

- Percent of adult probation cases successfully closed and unsuccessfully closed.
- Percent of juvenile probation cases successfully closed and unsuccessfully closed.

	Successful		Unsuccessful		Total # of cases	Total %
Adult	# of cases	%	# of cases	%		
Felony	31	46.97%	5	7.58%	36	54.55%
Discharge-Early	11	16.67%		0.00%	11	16.67%
Discharge-Expiration	14	21.21%		0.00%	14	21.21%
Dismiss	6	9.09%		0.00%	6	9.09%
Executed-Client Demanded-COC serving MCF (Felony Supervision)		0.00%	1	1.52%	1	1.52%
Executed-COC serving MCF (Felony Supervision)		0.00%	4	6.06%	4	6.06%
Gross Misdemeanor	18	27.27%	8	12.12%	26	39.39%
Discharge-Early	10	15.15%		0.00%	10	15.15%
Discharge-Expiration	5	7.58%		0.00%	5	7.58%
Dismiss	3	4.55%		0.00%	3	4.55%
Executed-Client Demanded-LOC (GM/M Supervision)		0.00%	6	9.09%	6	9.09%
Executed-Court-LOC (GM/M Supervision cases)		0.00%	2	3.03%	2	3.03%
Misdemeanor	2	3.03%	2	3.03%	4	6.06%
Discharge-Early	1	1.52%		0.00%	1	1.52%
Dismiss	1	1.52%		0.00%	1	1.52%
Executed-Client Demanded-LOC (GM/M Supervision)		0.00%	1	1.52%	1	1.52%
Executed-Court-LOC (GM/M Supervision cases)		0.00%	1	1.52%	1	1.52%
Grand Total	51	77.27%	15	22.73%	66	100.00%

		Total # of		
Juvenile	Successful	0/	cases	Total %
Juvernie	# of cases	<u></u> %		
Discharge-Expiration	2	40.00%	2	40.00%
Dismiss	3	60.00%	3	60.00%
<b>Grand Total</b>	5	100.00%	5	100.00%

#### PURCHASE OF SERVICES AGREEMENT

Pennington County, 101 Main Ave. N., Thief River Falls, MN 56701, hereafter referred to as the "Agency" and Sanford Health Network North dba Sanford Thief River Falls Behavioral Health Center, 120 LaBree Ave. S., Thief River Falls MN 56701, hereafter referred to as "Sanford", enter into this agreement for the period from October 1, 2024, to September 30, 2025.

#### WITNESSETH

WHEREAS, Sanford is an approved vendor according to published state criteria to provide substance use disorder prevention and treatment services to persons; and

WHEREAS, the Agency wishes to purchase such program services from Sanford; and

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

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

## 1 Substance Use Disorder Prevention and Treatment Services – Child & Family

- 1.1 Program to serve individual and families in Pennington County at risk due to drug and alcohol use and abuse.
  - 1.1.1 Agency understands that whenever appropriate, Sanford will bill eligible services to client/family insurance plan.
  - 1.1.2 Agency agrees that Sanford will be the primary provider of Substance Use Disorder Prevention services.
  - 1.1.3 Agency agrees that Sanford's clinicians are responsible for evaluating eligibility and making determinations regarding treatment. Sanford will work collaboratively with Agency to serve clients effectively and achieve program goals.
  - 1.1.4 Sanford's program offering includes capabilities to provide all services listed:
    - 1.1.4.1 Sanford's clinician will create a service plan for the student and/or family to address Substance Use concerns and prevention strategies. Staff will meet individually with students and family.
    - 1.1.4.2 Sanford Clinician will provide groups as appropriate to include education and support for students and Agency staff.
    - 1.1.4.3 Sanford will coordinate with Agency and core team members to establish referrals and update on ongoing services.
    - 1.1.4.4 Sanford staff will work with any Pennington County resident or student enrolled in a school district within Pennington County deemed appropriate for the services regardless of school status.

- 1.1.5 Sanford realizes that clients are best served when a close connection is maintained between all companion services and programs offered by Agency and community. Sanford will make available to the Agency statistics regarding the number of service hours delivered to county residents and share information pertinent to the joint delivery of care.
- 1.1.6 The services will be delivered to Challenger Elementary School, Franklin Middle School, and Lincoln High School. Services will also be delivered to Goodridge High School as needed.

## 1.2 Payment for Services

- 1.2.1 Sanford shall submit to Agency an invoice each month for staff. Total Agency liability to Sanford for each month during the contract period will be:
  - 1.2.1.1 October 1, 2024 September 30, 2025: \$4750 monthly
  - 1.2.1.2 Salary Sanford will invoice Agency monthly for staff salary at .8 FTE.
  - 1.2.1.3 Individual identifying heath information (IIHI) will be provided for service lines where HIPAA regulations allow.
- 1.2.2 Sanford certifies that it does not provide to others the Services covered by this Agreement at no cost; that rates for Services do not exceed amounts reasonable and necessary to assure quality of Services.
- 1.2.3 Sanford will assume financial responsibility for all supplies, facilities (other than Agency's facility), outside services and staff travel necessary to provide quality program Services.
- 1.2.4 Reimbursement by Minnesota Health Care Programs (MHCP) and other third-party payers for services billable to those payers will be retained by Sanford for the delivery of said services.

## 1.3 Program Capacity

1.3.1 If Sanford determines that the program is at full capacity and a new referral is made, the referral will be placed on a waiting list until capacity in the program becomes available.

## 2 Miscellaneous

- 2.1 Additional Sanford commitments Sanford shall:
  - 2.1.1 Inform Agency of any developments which may have a significant bearing on Sanford's ability to deliver any of the Services covered by this Agreement.
  - 2.1.2 Charge fees for Services which do not unreasonably exceed the actual cost of providing such Services.

- 2.1.3 Provide Services in a manner consistent with sound business/medical practice and in compliance with Sanford's policies and procedures, including any compliance programs and business conduct codes.
- 2.1.4 Reasonably cooperate with Agency in attempting to maximize the Agency's opportunity to make use of non-Agency sources of funding.
- 2.1.5 Not do any work nor furnish any material not covered by this Agreement on behalf of Agency unless it is approved in writing by the Agency.
- 2.2 Additional Agency commitments Agency shall:
  - 2.2.1 Where Services provided by Sanford cannot be billed within the current Agreement period, Sanford will bill the Agency and the Agency agrees to remit funding for those Services from the following Agreement period's funds.
- 2.3 General liability insurance Sanford will at all times during the term of this Agreement have and keep in force a general liability insurance policy in the amount of one million dollars (\$1,000,000) for bodily injury or property damage to any one person and three million dollars (\$3,000,000) for total injuries or damages arising from any one occurrence.
- 2.4 Professional liability insurance Sanford must also maintain professional liability insurance with a minimum aggregate amount of one million dollars (\$1,000,000).
- 2.5 Indemnity Sanford and Agency agree to indemnify and hold each other harmless against any and all cost, damage, expense, claim, liability, civil fine and penalty, including (but not limited to) court costs and reasonable attorneys' fees incurred by the other party arising out of or in connection with that party's negligence or failure to comply with all such laws, ordinances, rules and regulations. The indemnity provisions set forth in this section shall survive the expiration or early termination of this Agreement, and shall include but not be limited to any claims arising:
  - 2.5.1 By reason of any Service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from Sanford the Services to be furnished by Sanford under this Agreement, or while on premises owned, leased or operated by Sanford, or while being transported to or from said premises in any vehicle owned, operated, chartered, or otherwise contracted for by Sanford when the cause of such injury or loss is due to Sanford's negligent or intentional acts; or
  - 2.5.2 By reason of any Service client's causing injury to, or damage to, the property of another person during any time when Sanford or its assign, or employee thereof has undertaken or is furnishing the care and Service called for under this Agreement when the cause of such injury or loss is due to Sanford's negligent or intentional acts.
- 2.6 Bonding or Fidelity Insurance Sanford shall obtain and maintain at all times during the term of this Agreement, a fidelity bond or insurance covering the activity of its

- personnel authorized to receive or distribute monies. Such bond or insurance shall be in the amount of not less than \$100,000.
- 2.7 Confidential information Both Sanford and Agency agree that all information with respect to the operations and business of the other party gained during the negotiations leading up to this Agreement, and from the performance of the Agreement, will be held in confidence and will not be divulged to any unauthorized person without prior written consent of the other, except for access required by law regulation, and third party reimbursement agreements.
- 2.8 HIPAA and HITECH Sanford agrees that it is a "covered entity" as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, and is in compliance with privacy regulations, 45 C.F.R. § 165.500, et seq. ("Privacy Regulations") and all requirements with respect to individual identifying health information (IIHI) as defined in HIPAA. Use and disclosure of IIHI will require that all IIHI be: appropriately safeguarded; misuse appropriately reported; satisfactory assurances from any subcontractor(s) secured; individuals granted access and ability to amend their IIHI; accounting of disclosure made available; and applicable records released to the Agency or Department of Human Services. The provisions of this paragraph shall survive the termination of this Agreement.
- 2.9 Equal employment opportunity, civil rights, and nondiscrimination (When applicable) Sanford agrees to comply with the Civil Rights Act of 1964, Title VII (423 USC 2000e), including Executive Order No. 11246, and Title VI (42 USC 200d); and the Rehabilitation Act of 1973, as amended by Section 504; (When applicable) Sanford certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1982).
- 2.10 Fair hearing and grievance procedures Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statues, section 256.045, and in conjunction with the fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.
- 2.11 Distinction of entities This Agreement shall not be construed in any manner to make Sanford personnel employees of Agency. Agency shall not be responsible for the withholding of any taxes related to the contracting with Sanford, including, but not limited to, State and Federal income tax and FICA taxes. Agency shall not be responsible for worker's compensation benefits, unemployment compensation premiums, or any other benefits or obligations either required by law or provided by Agency to its own employees. Sanford is an independent contractor with respect to Agency.
- 2.12 Staff selection and management Sanford agrees to furnish Agency with personnel who have the academic preparation, personal qualities, skills, licensure and experience necessary to meet relevant requirements and provide high quality Services to eligible residents in Agency's jurisdiction. Selection of staff that will complete each Service covered under this Agreement is under Sanford's discretion and may change

- throughout the Agreement term as needs dictate. Sanford will provide administrative and clinical supervision as necessary for personnel providing Services under this Agreement and assumes full responsibility for their conduct. Clinical supervision will be provided by a mental health professional.
- 2.13 Subcontracting Sanford may enter into subcontracts for any of the Services covered by this Agreement upon providing written notice to Agency. All subcontracts shall be subject to the requirements of this Agreement.
- 2.14 Audit and record disclosures Sanford shall:
  - 2.14.1 Allow the personnel of Agency, the Minnesota Department of Human Services, and the Department of Health and Human Services, or their designee, access to Sanford's facility and records related to the Services provided under this Agreement at reasonable hours and upon reasonable notice to exercise their responsibility to monitor purchased Services.
  - 2.14.2 Maintain all records pertaining to this Agreement (program and fiscal) for four years for audit purposes.
  - 2.14.3 Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Services Manual, and the administrative rules of the State agency.
  - 2.14.4 Make the results of any audits conducted by Sanford, insofar as they pertain to Services covered by this Agreement, available to the Agency at the latter's request.

## 2.15 Conditions for termination

- 2.15.1 Medicare and Medicaid eligibility Sanford certifies as of the execution of this Agreement and continuing through the term of this Agreement, that neither it, its member, nor employed physicians providing Services under this Agreement, have been excluded from participation in any federal or state Medicare, Medicaid, or other third-party payor program, nor is any such action pending. Sanford shall notify Agency as soon as reasonably possible if such action is threatened or proposed. If at any time Sanford, its member or employed physicians have been excluded, as described above, then Agency may immediately terminate this Agreement.
- 2.15.2 Statutory changes It is agreed that the terms and conditions of this Agreement will be changed to reflect any change in and status of any state or federal law, rule, regulation, guideline or safe harbor regulation that has any material impact on either of the parties and of the parties' ability to legally carry out the spirit of the Agreement and their good faith intentions. If such amendments materially change the rights and obligations of the parties hereto, either party may then terminate this Agreement upon written notice of termination which shall be effective on the effective date of the state or federal law, rule,

- regulation, guideline or safe harbor regulation that necessitated the amendment or the expiration date of the then current term, whichever date is earlier.
- 2.15.3 Funding changes The Agency agrees to inform Sanford of any developments which may have a significant bearing on the Agency's ability to provide funds in accord with the amounts and principles contained in this Agreement. Should the Agency be unable to fulfill its financial obligations to Sanford due to specific reductions in federal or state funds, the obligation of both parties shall cease following a 60-day advance notice.
- 2.15.4 Other Unless otherwise specified above, either party may terminate this Agreement with or without cause upon sixty (60) days prior written notice to the other party.

## 2.16 Conditions for modification

- 2.16.1 Any alterations, variation, modifications, or waivers of provisions of this Agreement will be valid only when they have been reduced to writing, and duly signed.
- 2.16.2 Unless otherwise specified above, if Sanford is unable to or going to be unable to provide the required quality or quantity of Services it must notify Agency thirty (30) days before the service line is discontinued.

#### 2.17 General terms

- 2.17.1 No waiver by either party or any term or provision of this Agreement shall be deemed to be a waiver of any other term or provision.
- 2.17.2 If any term or provision of this Agreement is now or hereafter determined to be invalid or unenforceable, such determination shall not impair the validity of the remainder of this Agreement.
- 2.17.3 The terms and provisions hereof shall be binding on and inure to the benefit of the successors and permitted assigns of the parties hereto.
- 2.17.4 This Agreement shall be construed in accordance with the laws of the State of Minnesota.
- 2.17.5 The Agreement is not assignable by either party without the prior written consent of the other party.
- 2.17.6 It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect relating to the subject matter hereof.
- 2.17.7 This Agreement is for the provision of services to all eligible individuals as determined by the Agency. Such eligible individuals include those with low income who do not qualify for Medicare or Medicaid programs.

duly	authorized representatives and have affixed rear first mentioned above.	E			
By:		Date:			
	Pennington County Board Chair				
By:		Date:			
	Dan Olson, Vice President, Operations, Health Network, Fargo				
	Sanford Thief River Falls Behavioral Health Center				

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their