

Pennington County Human Service Committee

Meeting Agenda

November 19, 2024

12:00 pm

Members Present

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

Section A

- I. Minutes: Review of 10/15/2024 HSC Meeting minutes
- II. Personnel:
 - A. Update on MSHO/Elderly Wavier Social Worker
- IV. General:
 - A. CY 2025 MFIP/DWP Employment Services Purchase of Service Agreement with the Career Force Center.
 - B. Adult Protection and Child Support Performance Report-October 2024.
 - C. Psychiatric Residential Treatment Facility (PRTF) Board Resolution – Clay County.
 - D. Time Reporting and Targeted Case Management Standards Procedures & Policy.
 - E. CY 2025 ACS/SWS Support Services Agreement between TriMin Systems.
 - F. Out-of-Home Cost Report
 - G. Month's End Cash Balance
 - H. Other

Section B

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

Section C

- I. Dates of Upcoming Committee Meetings:

12/17/2024
12:00 pm

01/21/2025
12:00 pm

02/18/2025
12:00 pm

A regular meeting of the Pennington County Human Service Committee was held at 12:00 pm, October 15, 2024, at the Pennington County Justice Center.

COMMITTEE MEMBERS PRESENT:

Neil Peterson
Dave Sorenson
Bruce Lawrence
Roy Sourdif

STAFF MEMBERS PRESENT:

Julie Sjostrand, Director
Elizabeth Gerhart
Stacy Anderson

SECTION A

I. MINUTES:

The September 17, 2024, Human Service Committee Meeting Minutes were electronically posted for review. Noting no corrections or changes, a recommendation was made to forward the Minutes to the Consent Agenda.

II. PERSONNEL:

A. The Director presented an update on the Social Work/Disability Position.

III. GENERAL:

A. The CY 2025 Pennington County Family Services/Children's Mental Health Collaborative Supportive Services Agreement with Alluma, Inc. was presented for consideration. Pennington County Human Services will serve as a fiscal host for this agreement and costs will be paid through collaborative funds. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.

B. The Director presented a first reading and review of the Pennington County Human Services Time Reporting and Targeted Case Management Standards Procedures & Policy.

C. The Director presented The Minnesota African American Family Preservation and Child Welfare Disproportionality Act and the Local Fiscal Impact Survey.

D. The Out-of-Home Cost Report through September 2024 was presented for Review.

E. The month's end cash balance September 2024 stands at \$ 4,535,101.45.

SECTION B

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

II. The Director presented the Emergency Assistance/Emergency General Assistance September 2024 report of activity. She reported the Income Maintenance open case count stands at 1974.

III. No Income Maintenance cases were presented for special case consideration.

IV. A listing of bills presented for payment was reviewed. A recommendation for payment of the bills was forwarded to the Consent Agenda.

SECTION C

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

Chair: _____

Attest: _____

NEXT COMMITTEE MEETING: November 19, 2024, at 12:00 p.m.



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: 259663

This Agreement is between the State of Minnesota, acting through its Commissioner of the Department of Employment and Economic Development (“DEED” or “State”) as delivered by Job Services, at the CareerForce location in Thief River Falls, 1301 Highway 1 E, Thief River Falls Minnesota 56701 (“Provider”) and Pennington County Human Services, 318 Knight Ave N, Thief River Falls MN 56701 (“Agency”)

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of a county partner in providing Minnesota Family Investment Program (MFIP) and Diversionary Work Program (DWP) Employment and Training Services under Minnesota Statute 256J.50 and PL 104-193; and the Provider meets state and/or federal standards for providing MFIP/DWP case management, job search, and employment and training services, the Agency wishes to purchase MFIP/DWP Employment and Training services from the Provider.

Agreement

1. Term of Agreement

- 1.1 Effective Date: January 1, 2025 or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: December 31, 2025 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

The Provider agrees to furnish the services specified in Exhibit A, which is attached and incorporated into this Agreement.

3. Payment

- A. Agency will pay Provider for services required under the MFIP /DWP Program. All payments for services will not exceed the total budget as described in Exhibit B, which is attached and incorporated into this Agreement. Diversionary Work Program and Minnesota Family Investment Program services will be funded as stipulated in Exhibit B. If necessary, funds may be transferred between programs to serve client needs. Administrative expenses will be billed as outlined in Exhibit B; administrative expenses will not exceed 7.5% of the county’s allocation pursuant to Minnesota Statutes section 256J.626.

The Provider will bill the Agency on at least a quarterly basis. For further details see Exhibit B.

- B. Agency's obligation to make payment hereunder is subject to review by their Board of Commissioners to ensure that payment is for a referred individual and has not

previously been made. Said review shall be the final determination of Agency payment obligation. Nothing herein shall limit the right of either party to collect from the other any sums improperly paid or improperly withheld.

- C. Agency must make payments to the Provider based on 7.5% Administrative fees, the direct staff hours and client support funds that the State have expended each month. The Provider will promptly reimburse Agency any payments for MFIP/DWP received in excess of required payments hereunder.
- D. For MFIP/DWP, Agency shall not be obligated to honor claims, nor shall Provider claim for any services furnished or costs incurred by Provider, which are not specifically provided for hereunder or requested by Agency in writing during the term of this Agreement.
- E. Agency and the Provider agree to monitor utilization of expenditures on a monthly basis. If expenditures are substantially above or below projection, Agency and Provider may consider modifications to the terms of this Agreement. Agency agrees to approach Department of Children, Youth, and Families (“DCYF”) for additional funds should the Provider’s services exceed the original funding available.

The total obligation to the Provider under this Agreement will not exceed \$118,000

4. Authorized Representatives

The Provider’s Authorized Representative is Jeanna Fortney, CareerForce Director (Jeanna.fortney@state.mn.us, 180 E 5th St Ste 1200, St Paul, MN 55101 or 651-259-7379) or her successor.

The Agency’s Authorized Representative is Julie Sjostrand, Director, Pennington County Human Services (jasjostrand@co.pennington.mn.us, 318 Knight Ave N, Thief River Falls MN 56701 or 218-681-2880) or her successor.

5. Audits and Record Disclosure

Under Minn. Stat. § 16C.05, subd. 5, the Agency’s books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, and/or the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

6. Debarment, Suspension, and Responsibility Certification

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

By signing this Agreement, the Provider certifies that it and its Principals¹ and Employees:

¹ “Principals” for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

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

7. Government Data Practices

A. Minnesota Government Data Practices Act

The parties agree to comply with the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13 as it applies to all data provided by the parties under this contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this contract. Provider further agrees to comply with any requests of Pennington County Human Services/Board of Commissioners, which are necessitated by Agency obligations under said Act. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the Provider or the Agency.

If the Agency receives a request to release the data referred to in this Clause, the Agency must immediately notify the Provider. The Provider will give the Agency instructions concerning the release of the data to the requesting party before the data is released. The Agency's response to the request shall comply with applicable law.

B. Health Information Portability and Accountability Act (HIPAA)

HIPAA Protocol - The Parties provide assurances that they will comply with Health Information Portability and Accountability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI).

Use and disclosure will require that all IIHI be: appropriately safeguarded; any misuse of IIHI will be reported to the Agency; secure satisfactory assurances from any subcontractor; grant individuals access and ability to amend their IIHI; make available an accounting of disclosures; release applicable records

to the Agency or Department of Children, Youth, and Families if requested; and upon termination, destroy all IHI in accordance with conventional record destruction practices.

8. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, govern this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

9. Fair Hearing Appeal

Any determination, action, or inaction on the part of Agency relating to an individual's participation in the program is subject to the notice and hearing procedures in Minn. Stat. §§ 256.045 - .046.

10. Equal Employment Opportunity and Civil Rights Clause

Each party agrees to comply with the Civil Rights Act of 1964, Executive Order No. 11246 as amended, the Minnesota Human Rights Act, and all applicable federal and state laws, rules, regulations and orders prohibiting discrimination in employment, facilities and services. Each party shall not discriminate in employment, facilities and in the rendering of purchased services hereunder on the basis of race, color, national origin, religion, creed, sex, marital status, familial status, sexual orientation, age, disability, status with regard to public assistance status, and membership or activity in a local human rights organization.

11. Rehabilitation Act Clause

Provider agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 USC 794), all guidelines and interpretations issued pursuant thereto, and all requirements imposed by the applicable HHS regulation (45 CFR Part 84), and all guidelines and interpretations issued pursuant thereto.

12. Liability and Workers Compensation

Each party agrees that it will be responsible for its own acts and behavior and the results thereof. Agency's liability shall be governed by the provisions of Minn. Stat., Ch. 466 and other applicable law. The Provider's liability shall be governed by the provisions of Minn. Stat. § 3.736 and other applicable law. Pursuant to Minnesota law, Provider is self-insured for Worker's Compensation Insurance.

13. Right to Rescind

Agency reserves the right to rescind any contract not in compliance with these requirements and retains all right thereafter to pursue any legal remedies against Provider.

14. Certification that Federal Funds do not Supplant or Replace Local or State Funds

Provider hereby certifies that the federal funds to be used under this Agreement do not replace or supplant in any way state or local funds. The Provider certifies that the amount to be expended in this Agreement results in increased expenditures by the Provider for services of the type being purchased to individuals of the type included under the Agreement.

15. Termination

15.1 Termination. The Provider or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party.

15.2 Termination for Insufficient Funding. The Agency may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Provider. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Provider will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The Agency will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The Agency must furnish the Provider with notice of the lack of funding within a reasonable time of the Agency's receiving that notice.

16. Conditions of the Parties' Obligations

- A. Agency may at any time evaluate the performance of the Provider in regard to the terms of this Agreement to determine whether such performance merits continuation of this Agreement.
- B. In the event of a revision in federal regulations which might make this Agreement ineligible for federal financial participation, all parties will review this Agreement. Changes shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.
- C. Provider agrees to cooperate fully with Agency and its designated representatives in the development and implementation of Provider's services. Evaluated data collected will be used by Agency in its funding decisions and will be shared with the Provider and community.

17. Subcontracting

Provider may enter into subcontracts for the performance of any of the responsibilities under this Agreement, subject to the written approval of the Agency.

18. Assignment, Amendments, Waiver, and Contract Complete

- A. **Assignment.** The Provider may neither assign nor transfer rights or obligations under this Agreement without the prior written consent of the Agency and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- B. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- C. **Waiver.** If the Agency fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- D. **Contract Complete.** This Agreement contains all negotiations and Agreements between the Provider and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

19. Publicity

- A. Provider agrees that in any reports, news releases, and public service announcements or publications regarding the Provider’s program, Agency will be identified as a funding source.
- B. Agency agrees that any publicity regarding the subject matter of this Agreement must not be released without prior written approval from the Provider’s authorized representative.

20. Legal Compliance

Provider and Agency will comply with all applicable state and federal laws, rules and regulations.

21. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

For services valued in excess of \$50,000, the Provider certifies that as of the date of services performed on behalf of the State, the Provider and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Provider is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request

1. Pennington County: ²Chair, Board of Commissioners

Print Name: _____

Signature: _____

Title: _____ Date: _____

2. Pennington County: Attorney

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. Pennington County: Director, Social Services

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

5. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

² Per Minn. Statute 373.02 and 375.13, the chair’s signature, attested by the clerk of the county board, shall be binding as the signature of the board.

Exhibit A: Work Plan

2025 DEED MFIP/DWP Work Plan for Pennington County

Minnesota Department of Employment and Economic Development (DEED), CareerForce in Thief River Falls, the employment training and service provider (ETSP) shall provide the administration and delivery of the MFIP and DWP employment and training programs.

Minnesota Family Investment Program and Diversionary Work Program (MFIP/DWP): The ETSP shall provide the services pursuant to Minnesota Statutes 256J.49-256J.73 and any amendments. The ETSP will provide all program requirements within the legal requirements.

I. Program Approach:

A strengths-based approach is used to identify a participant's employment strengths and barriers to employment. Challenges are addressed and resources are provided as soon as possible to help the participant overcome the challenges that may interfere in getting and maintaining gainful employment. If needed, the employment specialist (ES) refers the participant to appropriate community service(s).

Determination of eligibility for MFIP/DWP employment services shall be completed by the Provider in accordance with the procedures in the Department of Children, Youth, and Families (DCYF) Combined Manual.

A. Any change in eligibility will initiate a notice by either Agency or the Provider within 14 days to the other party.

B. Eligibility categories: MFIP/DWP registrants are defined as persons who have applied for MFIP/DWP services and payments, and who have been determined eligible by Agency for those services and payments.

Participants are provided with an orientation to the MFIP/DWP services. This includes information employability and universal services available at the CareerForce location(s).

Provider will be flexible in scheduling meetings with employed program participants so that their work schedules are respected.

The ES monitors participation in MFIP/DWP activities and continually assesses for additional barriers but focuses on the participant's strengths. ES emphasize the participant's transferrable employment and life skills that have served them well in other areas of their lives.

The requirement for weekly contacts and intensive services for participants helps to identify family challenges quickly so they can receive appropriate services.

Provider will be responsible for reporting of MFIP/DWP services as required using Workforce One.

Provision of Training and Education Services, Definition of Participant, Monthly Review of Expenditures, and Service Locations

The Provider is expected to screen MFIP/DWP participants to determine if they have the ability to successfully participate in education and training. The case manager team will schedule education and training appointments when this service is necessary for the MFIP/DWP participant to become self-sufficient.

MFIP/DWP participants whose cases are closed or exempt more than 30 days and subsequently reopened and re-referred will be considered new participants.

Service locations are as follows:

Job Service

CareerForce location in Thief River Falls

1301 Hwy 1 E.,

Thief River Falls, MN 56701

Social Services

Pennington County Human Services 318 Knight Ave N, Thief River Falls MN 56701

or at other locations as agreed to by both parties.

II. Program Services:

The following activities will be offered to participants in the ETSP's provision of services. Not all participants will receive all services.

A. Paid Employment Activities:

MFIP/DWP are "work first" programs. To that end, DEED staff encourage paid employment activities as a key element of programming. Those activities include:

- Unsubsidized employment;
- Subsidized private-sector employment;
- Subsidized public-sector employment;
- Self-employment;
- On-the-job training

For unsubsidized employment, subsidized private-sector employment and subsidized public-sector employment, daily supervision is provided by the employer and documented by the ES upon receipt of copies of pay stubs, timecards, or other statements of work hours provided by the participant to the Eligibility worker or ES. The ES documents the hours of participation in the case file and the Eligibility worker tracks work hours in MAXIS to verify that each participant is engaged in the number of required weekly hours of participation.

Upon receipt of the participant's hours of self-employment provided to the ES by the county Eligibility worker, the ES determines if the countable hours of self-employment are sufficient to meet the work participation rate requirements. If the countable hours are not sufficient to meet the work participation requirement, the ES and participant discuss what additional countable work activities the participant will perform to meet their requirement. Participation rates are reviewed monthly with the participant.

DEED refers to the Workforce Investment and Opportunity Act (WIOA) provider for on-the-job training (OJT) to increase employment opportunities for program participants. OJTs are direct, permanent, unsubsidized placements, which reimburse the employer the cost of training a new employee on the job for the predetermined length of the contract. OJTs are funded through MFIP/DWP or by co-enrollment in other appropriate state or federal grants. Staff may also arrange local business tours for MFIP/DWP customers so they can hear from an employer about the business, job positions, career ladder, and general expectations of the employer. ES also invite employers to job clubs to talk about what they look for when hiring an employee.

B. Work Experience and Community Service Site Placements:

Work Experience or community service site placements are expected when a participant is not yet employed and has completed six weeks of job search including, but not limited to, attending structured job search workshops and job clubs and completing assessments to identify individual job-related strengths and challenges. The ES or the participant will locate non-profit or for-profit businesses to serve as work experience sites. All community service sites will fulfill a useful public purpose and/or provide training skills for unsubsidized jobs. The ES documents in the case file the useful purpose of the community work experience. Once a person is placed at a work site, the ES

contacts the agency or business, at least monthly, to assess the participant's progress and establish a strong working relationship with the work site supervisor. Positive relationships between the ES and supervisor increase the likelihood that job-related performance is communicated honestly and as needed. This allows the ES to address issues with the participant more often than monthly, if appropriate. These paid and unpaid work sites provide a training ground for participants to increase their work-readiness skills, and in many cases, learn job skills that will transfer to future unsubsidized employment at higher than previous wages for the MFIP and DWP participant.

ES are mindful of and follow the Fair Labor Standards Act when placing participants at unpaid work experience or community service sites. When developing a work-site schedule for a participant, hours are determined by dividing the participant's actual MFIP grant (both cash and food portions) by the federal minimum wage of \$15.00/hour.

The ES uses the Workforce One (WF1) data tracking system's current tab to determine what the monthly hourly requirements are per the actual monthly grant amount. For example, a participant's MFIP grant (cash and food) is \$400. Divide that amount by \$15.00/hour. The maximum number of hours the participant is permitted to work in an unpaid employment activity during the month is 42 hours. The ES rounds up or down to the nearest whole number of hours.

C. Job Search and Job Readiness Assistance:

DEED staff fulfill the minimum contact requirements for all job search and job-readiness activities. Activities included in this category are:

- Job search {hours that the participant spends applying for jobs; hours are documented by the participant}
- Job readiness assistance (includes one or more of the following, as needed):
- writing a resume
- completing a job application
- learning effective job-seeking techniques and interviewing skills
- understanding what constitutes proper work attire and behavior on the job
- job shadowing
- Informational interviewing with employers or industry experts
- Life skills training
- Job readiness referrals for chemical health treatment, mental health treatment, and rehabilitation services.

Support services are available to MFIP and DWP participants. Support funding is available to meet job search needs including transportation, job specific clothing, tools and other employment related needs. Participants must be meeting their employment plan requirements to be eligible for supportive services. ES counselors exercise diligence to ensure that support is issued for legitimate needs. Referrals are made as appropriate to other funding sources. If possible, participants are asked to contribute at least part of the expense.

D. Job Clubs:

Job Clubs are used to provide educational topics and best practices for creating and enhancing job search tools, to share job leads, and to provide group support. The focus of job clubs is on individual case management, group case management, and participant accountability.

Documentation of the job search activities (activity logs) can be submitted before or after Job Club.

At a minimum each participant is offered training on the following topics:

- Developing a master job application
- Opening and closing an interview
- Using positive skill statements
- Answering tough interview questions
- Making a good first impression (appropriate appearance)
- Identifying effective ways to find jobs
- Developing an appropriate resume
- Registration on Minnesotaworks.net

E. Structured Job Search (SJS):

DEED provides structured job search (SJS) weekly for all participants engaged in job-search activities. The meeting is spent developing a detailed action plan for the week and reviewing the completed activities from the prior week. The ES monitors and documents progress by verifying at least one employer contact weekly for each participant in job-search activities.

The ES follows the Deficit Reduction Act requirements per documentation for job search and job-readiness verification.

MFIP/DWP participants engage in SJS as quickly as possible. A key feature for improving work participation rates, SJS is offered and attendance is expected by job seeker participants who receive benefits. SJS is a supervised activity that helps identify work skills, develop soft skills, build confidence, provide coaching and peer support, and serves as a network to share job leads with others. SJS includes training in work-readiness and life skills through individual and group activities facilitated by staff. Staff evaluate progress and provide appropriate feedback to the participant.

CareerForce location in Thief River Falls provides opportunities for the MFIP/DWP participant to access job search materials, workshops and job clubs provided by all CareerForce partners.

Through intensive SJS activities (determined by the number of mandated hours per individual), the participant will identify strengths and employment challenges. Early identification of employment challenges can lead to earlier resolution.

Participants are expected to treat SJS as their "job", until they find employment. This means there is significant involvement in structured, on-site activities when the participant is not interviewing or doing other approved off-site activities. Participants are expected to model workplace behavior during SJS. Workplace expectations such as appropriate dress, timeliness, and participation are established and reinforced by the ES.

F. Retention Skills:

The job retention and job search lessons, presented in job club, reinforce transferable skills and learned employment skills. The job search and retention skills topics include, but are not limited to, the following:

- Networking: the hidden job market;

- Determining who has the power to hire;
- Contacting employers - finding job openings;
- Managing time and setting goals;
- Answering tough interview questions;
- Using appropriate phone and interview manners;
- Assertive communication;
- Using e-mail for job search - on-the-job communication;
- Negotiating a wage - personal finance;
- Determining your best job offer and not burning bridges - staying on the job;
- Identifying career ladder opportunities - being promoted;
- Managing job search stress;
- Answering questions honestly on applications - ethics;
- Opening and closing the interview;
- Motivating yourself for job search - keeping a positive attitude;
- Preparing for the interview - the importance of appearance and manners;
- Following up after the interview - writing thank you notes;
- Balancing work and home responsibilities.

G. Distance-Learning Model/Structured Job Search for Those with No or Limited Transportation

When it is not possible for the participant to get to the CareerForce location in Thief River Falls for SJS, staff provide distance-learning options. Distance learning options include telephone, email communication, and self-directed materials (packets) allow the participant to participate in SJS from a remote location. Distance learning is the exception, not the norm, for delivery of services.

For distance learning to be a viable option for the participants, he or she must:

- 1) Have access to a computer and internet, such as at home or at a local library;
- 2) Use e-based instructional tools and processes to conduct a job search:
- 3) Register for www.Minnesotaworks.net
- 4) Complete Creative Job Search;
- 5) Create a list of job leads;
- 6) Email or fax a resume and job applications to the ES and/or employers;
- 7) Email and/or phone a report of job search activity and weekly plans of action;
- 8) Communicate regularly with the ES who approves and suggests structured job search activities.

When possible, the ES meets with the participant to develop the action plan and collect the activity logs from the previous week.

H. Structured Follow-Up:

Frequent evaluation of progress, feedback to the participant, and assistance with ongoing planning are critical pieces of SJS. This happens during phone and electronic check-ins and group or face-to-face meetings with the ES. SJS is the participant's job until he or she obtains paid employment or is placed in a volunteer or work experience position. SJS may still be applicable during the work experience or volunteer placement depending on the number of required hours of job search activities required of the participant.

I. Chemical Health Treatment, Mental Health Treatment, and Rehabilitation Services:

For participants with mental health, chemical health, or rehabilitation challenges the ES develops an employment plan reflecting the required job search hours based on the recommendations or treatment plans signed by a qualified professional. Monthly contact is maintained with the participant.

If the documentation from the professional verifies the participant qualifies for Family Stabilization Services (FSS), that documentation is provided to the Eligibility worker and the ES develops an FSS employment plan for the participant.

ES check at least monthly with the FSS participant, either in-person or by phone. During the check-in, the participant and the ES review progress, identify support service needs, and make any necessary changes in the employment plan. The ES case notes the contact and documents any changes to the activities or to the plan.

J. Education and Training-Related Activities:

When the Provider approves a post-secondary plan as an eligible work activity, documentation must be available that meets the criteria in law (see MFIP and DWP Employment Services Manual 3.12.31 and 3.12.32).

DEED staff encourage education and training activities when it is evident that the activity will substantially increase the participant's ability to successfully exit MFIP. Activities may include:

- Vocational educational training
- Job skills training directly related to employment
- High school completion or GED
- English Language Learning (ELL)
- Adult Basic Education (ABE)
- Labor market information - high-demand, high-wage careers

For all education and training activities, staff obtain a statement or class schedule from the educational institution or training provider, activity logs, and signed statements or attendance records in order to document participation hours.

A participant's weekly schedule is used to determine allowable hours of study time. Staff use the formula that Minnesota submitted to the United States Department of Health and Human Services - one hour of countable study time for each hour of classroom instruction.

DEED staff obtain statements and schedules from high schools, alternative schools, and post-secondary institutions at the beginning of each quarter or semester.

A record of dates and hours of attendance for participants in GED, ABE, and ESL is submitted to DEED weekly by Jefferson Learning Center, the ABE provider.

Participants in post-secondary education will record dates and hours of attendance on an activity log. The activity log signed by a teacher or counselor from the educational institution and is submitted to DEED ES monthly. Staff verify participation hours by reviewing the activity log and the progress reports and grades issued by the institution. One hour of unsupervised study time is permitted per class hour attended. Additional countable study time is supervised and verified by the signature of a person approved by the ES to supervise the study time.

III. Family Stabilization Services:

This section outlines DEED strategies pursued under Family Stabilization Services (FSS).

Cases that have documentation of a disability will have a FSS employment plan developed at enrollment if the documentation is provided by the Eligibility worker or participant prior to, or at, enrollment with employment and training. If the documentation is received after enrollment, the employment plan will be changed to an FSS plan. Once the documentation is received, the Eligibility worker will be notified with a status update.

ESs review sanctioned cases and those who are not meeting participation rates to see if the case is an FSS case. When a participant fits the criteria and the documentation is obtained, the Eligibility worker or ES provides a copy of the documentation, with a status update, to the staff in the other agency to move the individual into FSS.

ES discuss FSS with participants who appear to qualify for FSS but are unwilling to disclose or document a disability. If the participant decides to disclose a possible disability, the ES will help the participant obtain the needed documentation for FSS.

The ES completes the initial assessment at enrollment and continually assesses the participant at each meeting, using the employability measure and ongoing assessment during the participant's time with DEED.

Resources are used to further the goals of the family to move them toward economic stability. Referrals are made to mental health services, vocational rehabilitation services, and other professionals, when appropriate.

The ES develops employment plans with a broader range of activities and fewer hours to make sure it is appropriate to move the family forward. The FSS employment plan includes all required elements for FSS.

American Disability Act (ADA) requirements are reviewed and adhered to throughout FSS activities with participants. DEED provides training to staff regarding working with people with disabilities.

ESs will obtain appropriate releases of information with all entities working with the participant. Coordination of services between service providers is frequent and occurs at least monthly.

Eligibility is assessed throughout the participant's duration on FSS to determine if the participant continues to be eligible for FSS.

Childcare is available for activities included in the FSS plan.

Sanction requirements for FSS are followed. Prior to imposing a sanction or sending a notice-of-intent-to-sanction (NOITS), the ES completes all reviews needed, confirms that the participant has the ability to comply with the plan as documented by behavioral and/or medical professionals, and has attempted a face-to-face visit either in the office or at a location convenient for the participant.

DEED ES case-manage FSS participants using a systematic approach to assessing the needs of the participant: providing assistance, identifying resources, developing solutions, developing and reinforcing the participant's skills, evaluating performance, coordinating referrals and services, and monitoring overall progress.

The ES develops a professional relationship with social workers, rehabilitation services staff, medical professionals, and other service providers with whom the FSS participant is working. The ES provides information and training to professionals, as needed, on the participant goals and mandated regulations of MFIP/DWP.

DEED uses several strategies to ensure MAXIS is coded correctly for each participant. The ES and Eligibility worker each verify that the participant meets the criteria for FSS. Staff review the FSS mismatch report monthly to confirm that MAXIS coding is correct. Status updates are used to communicate regarding corrections to coding.

If a participant or potential participant reports or appears to the ES to fall into one of the following FSS eligibility categories, the ES will request and assist the participant to obtain a statement from a qualified professional that specifies the illness, injury, incapacity, or diagnosis.

The first five FSS categories address the individual's ability to work:

- A person is suffering from a physical illness, injury, or incapacity, which is expected to continue for more than 30 days and prevents the person from obtaining or maintaining employment
- A person is developmentally disabled and that condition prevents the person from obtaining or maintaining suitable unsubsidized employment
- A person is mentally ill and that condition severely limits the person's ability to obtain or maintain suitable unsubsidized employment
- A person is learning disabled and that condition severely limits the person's ability to obtain or maintain suitable unsubsidized employment
- A person has an IQ below 80 and the condition severely limits the person's ability to obtain or maintain suitable unsubsidized employment

The remaining FSS categories are not linked to a person's ability to obtain or maintain employment. A person is unemployable because:

- An adult or child in the household meets special medical criteria
- A person is needed in the home to care for someone in the household with an illness or incapacity lasting more than 30 days
- A person is a legal resident residing in the United States for 12 months or less
- A person is applying for or appealing SSI or RSDI determination
- A person has a family violence waiver
- A person is 60, or more, years old

IV. Program and Quality Evaluation: Shared Responsibility and Increased Integration of Employment Services and Financial Assistance:

Communication between Eligibility workers, ES, and supervisors is frequent. If the ES or Eligibility worker receives documentation or information that a participant is not able to participate fully in the work activities required of MFIP/DWP/FSS, they notify each other immediately. In addition, if either receives documentation of participation hours, such as pay stubs, they share with the others, as needed.

V. Indirect Services provided:

Basic sliding fee education plan approval: review education plan, complete assessments if needed, provide counseling and education planning assistance, refer to funding sources and either approve or deny the education plan.

GA assessments: meet with individuals referred by the adult unit. Assessment appointment includes work history, education, skills training, barriers to employment, mental and physical health considerations, interviewing ability, technological skills and assessment of employability.

- Documentation and accuracy of file information:
 - 1) MAXIS coding: MAXIS and WorkForce One coding is compared for accuracy. Status updates are used to communicate corrections needed to coding sanction panel reviewed to confirm # of sanctions and status regarding curing the sanction
 - 2) Infant exemption months are reviewed.
 - 3) MAXIS and WF1 enrollment lists are compared to ensure that sanction face to face meetings, administrative reviews and face to face meetings for nearing the end of MFIP occur on a timely basis.

- 4) ES staff schedule the meetings and maintain a record of results for each case.
- 5) Files are reviewed for extended MFIP benefits and for those reaching the 60th month and closing without an extension of benefits.

- Community resources and general support:

ES counselors provide information and referrals to multiple local resources Services are coordinated with other providers ES counselors are often the primary contact for the program participant. With case banking, they do not have an eligibility worker assigned to them so they ask questions of the employment counselor

- Participants are encouraged to investigate eligibility for unemployment insurance if applicable. Computers are available for filing UI claims and claiming benefits.

Exhibit B – Budget

Minnesota Department of Employment and Economic Development

CareerForce - Thief River Falls

Budgeted Expenses - January 1, 2025 to December 31, 2025

MFIP/DWP - Pennington County Human Services

1.5 FTEs

Direct Program	\$ 104,750.00
Administrative Expenses	\$ 8,850.00
Supported Work	\$ 2,000.00
Client Support Services	\$ <u>2,400.00</u>
Total	\$ 118,000.00

Direct Program: The direct costs of providing counseling, job search, job placement, job retention, program overview, interpreter costs and any other direct expenses including wages, benefits, travel, office, telephone, durable and non-durable supplies. Include both the direct costs incurred by the agency or tribe and contracted providers.

These costs are considered non-assistance.

Client Support Services:

Transportation:	\$ 1,200
Employment Related:	\$ 1,200
Total:	\$ 2,400

Transportation includes:

Vouchers issued for gas/oil based on client needs such

as bus passes

Other transportation may include car repairs, tire replacement, alignment

Employment related includes clothing, tools, and other items required for the job



PENNINGTON COUNTY HUMAN SERVICES

*101 Main Ave. North
P.O. Box 340
Thief River Falls, MN 56701
(218) 681-2880*

Pennington County Board of Commissioners Resolution

WHEREAS, there is inadequate capacity across Minnesota’s continuum of care to support children with high-acuity, complex, and/or co-occurring conditions, including violent or sexually inappropriate behavior and significant physical health challenges; and

WHEREAS, Psychiatric Residential Treatment Facilities (PRTF) play a critical role in serving children and youth under the age of 21 with severe mental health needs and aggression, as part of this continuum; and

WHEREAS, currently only four PRTF facilities are operational in Minnesota, offering a total of 166 beds, which is insufficient to meet the growing needs of children with serious and complex mental health conditions; and

WHEREAS, the demand for additional PRTF beds across Minnesota is urgent to ensure children receive timely and appropriate care; and

WHEREAS, equitable distribution of PRTF beds throughout the state is essential to provide children with proximity to their home communities, families, and local service providers; and

WHEREAS, Clay County is committed to addressing this critical gap in mental health services by establishing a PRTF in partnership with a qualified service provider for the delivery of these essential services; and

WHEREAS, Clay County seeks bond proceeds funds from the commissioner of human services for a grant to Clay County to predesign, design, and remodel of the West Central Regional Juvenile Center non-secure unit into an 18-bed psychiatric residential treatment facility and address the predesign, design, construct, furnish, and equip of a non-secure unit within Clay County to replace the existing facility that will become a psychiatric residential treatment facility.

NOW, THEREFORE, BE IT RESOLVED, that the _____ County Board of Commissioners via this Resolution, supports Clay County to request Minnesota state funds for infrastructure development for a Psychiatric Residential Treatment Facility in Clay County, ensuring access to specialized care for children with complex mental health needs across the region.

Dated this ___ day of _____ 2024.

X

Board Chair

Pennington County

TIME REPORTING AND TARGETED CASE MANAGEMENT & POLICY

- I. **All social workers in the Social Services Units will be expected to report 100% of their time with 80% available time being client related.** (For Lead Workers, consideration will be given for their non-billable lead worker duties i.e. resource/program development)
 1. Enter all of your breaks for the days you worked for the month.
 2. Only enter 30 minutes of break time for each day. We are only paid for 7.5 hours a day and the total hours in your reporting period in your Log is based on an 7.5 hour day times the number of work days in the month.
 3. Enter all of your vacation and comp time for the month.

See Attachment A for non-client related time entry instructions.

- II. Time entry for the month is due 7:00 a.m. on the 5th day of the following month. (For example, October's SSIS time entry must be entered completely by November 5th at 7:00 AM). If the 5th is on a weekend, time will be pulled 7:00 a.m. on the following Monday. (For example, if November 5th is on a Saturday, time must be entered completely by the following Monday at 7:00 AM). Approval of and extension to enter time will only be granted by immediate supervisor.

In order to promote daily time entry, protected staff time will provided for up to 45 minutes from the start of each staff persons work day to allow for daily time entry and case documentation. Staff should indicate on EIO that they are "Unavailable" during this time period.

- III. Accounting staff will continue to generate reports regarding adherence to TCM and other billable time requirements. Those will be given to supervisors. Supervisors will address with individual staff any concerns with meeting the requirements of the policy. Worker's corrections to these reports need to be completed and returned to their immediate supervisor within the timeframe provided, to ensure that timely corrections are made and that all claims can be processed. Failure to meet the accounting deadline will result in a loss of revenue.

IV. Within the overall 100% time reporting, the following clarification is provided in relation to Waiver and TCM cases.

a. **DD, AC, EW, CADI, BI WAIVER CASELOAD**

80% of the time will be client related. For mixed caseload (waiver/no-waiver), the standard continues to be the overall 80% of available time policy in proportion to their caseload (for example, someone with 40% of a caseload of waiver clients would not be expected to have 80% of their available time be *billable waiver* time; however, they would be required to be reporting 80% of the *available time* as client-related time).

b. **TARGETED CASE MANAGEMENT CASE LOAD**

Supplemental Eligibility is required for all cases eligible for TCM. Active Case Plans need to be in place prior to any claiming.

1. Adult Mental Health:

Minimum criteria for billable time: One Face to face followed by two consecutive months of phone contact will result in a billable visit each month. Functional Assessments need to be in place.

Goal: Billable visit for each client per month.

Standard: 100%

This standard would apply to workers with VA/DD/AMH eligible clients.

EXAMPLE: VA/DD/AMH require at least face-to-face quarterly with telephone contact monthly between.

A worker could get 100% eligible visit for case load of 50 with 17 face-to-face contacts per month (approx.. 4 weekly) and 33 phone contacts per month (8 per week).

2. Vulnerable Adult/Developmental Disabilities:

Minimum criteria for billable time: One face to face followed by consecutive months of phone contact will result in a billable visit each month. For individuals who are residing in institutions (ICF-DD's, hospitals, nursing facilities) TCM can be billed as part of transition planning as the placement is nearing an end however, billing cannot exceed 6 months.

Goal: Billable visits for each client quarterly.

Standard: 80% of billable visits.

3. Children's Mental Health:

Minimum criteria for billable time: In order to receive payment for eligible child, the provider must document at least one face-to-face contact with the child, the child's parents or child's legal representative during that month. Definition of a legal representative: guardian, conservator or guardian ad liem of a child with an emotional disturbance authorized by the court to make decisions about mental health service for the child.

Goal: Billable visit meeting for each eligible client.

Standard: 100%

4. Child Welfare/Child Protection:

Minimum criteria for billable time: Only services delivered on a face-to-face basis are claimable as CW/TCM unless the client is in placement more than 60 miles beyond county boundaries. In such cases, a telephone contact may be claimed in two consecutive months. There must be a face-to-face contact in month preceding or succeeding the telephone contacts.

Goal: Billable visit monthly for each eligible client.

Standard: 100% of billable visits.

5. Children in Out of Home Placement:

Minimum criteria for billable time: All children in out-of-home placement will have a face-to-face visit completed monthly. In addition to TCM Requirements, this is a federal requirement. If the child is in a MA Funded Facility, the agency is limited to one claim in the last 30 days.

Goal: Billable hit monthly for each eligible client.

Standard: 100% of children in out-of-home placement

6. Truancy:

Minimum Criteria for billable time: Only services delivered on a face-to-face basis are claimable as CW/TCM unless the client is in placement more than 60 miles beyond county boundaries. In such a case, a telephone contact may be claimed in two consecutive months. There must be a face-to-face contact in a month preceding or succeeding the telephone contacts.

Goal: Cases opened in case management will have a face-to-face visit completed monthly.

Standard: 100% of billable visits.

7. Children with Developmental Disabilities (non-waiver):

Minimum criteria for billable time: Only services delivered on a face-to-face basis are claimable as CW/TCM unless the client is in placement more than 60 miles beyond county boundaries. In such a case, a telephone contact may be claimed in two consecutive months. There must be a face-to-face contact in a month preceding or succeeding the telephone contacts. Supplemental Eligibility needs to be entered and active case plans need to be put in place.

Goal: Face-to-face visits will occur every 6 months

Standard: 50% of billable hits.

c. TRAGETED CASE MANAGEMENT IN ASSESSMENT

1. Child Protection Assessment:

Minimum criteria for billable time: Cases transitioning to Case Management will have a CW-TCM and Supplemental Eligibility completed at the time of the case transfer.

Standard: 100% of cases transitioning to Case Management.

2. Adult Mental Health/Children's Mental Health Assessment:

Minimum criteria for billable time: Cases transitioning to Case Management will have the Supplemental Eligibility criteria completed. The Case Manager will complete the case plan within 30 days and will date the case plan with the start date of the assessment workers first face to face contact with the client.

Children's Mental Health will complete Supplemental Eligibility for both CW & CMH TCM.

Standard: 100% of cases transitioning to Case Management.

3. **Vulnerable Adult Assessment:**

Cases transitioning to Case Management will have the Supplemental Eligibility criteria completed and an active case plan.

Standard: 100% of cases transitioning to Case Management.

V. CASE AIDE/CLERICAL

1. Case Aides and Clerical staff will record their time in SSIS when completing activities that are client specific.

SSIS NON-PROGRAM TIME ENTRY


NON PROGRAM ACTIVITY	UNIT MEETING & OTHER ACTIVITIES	INFORMATION AND REFERRAL	TRAINING	RECORDS AND REPORTS	MEETINGS	COMMUNITY EDUCATION & PREVENTION	BREAKS/LUNCHES
	<p>Emails, voicemails, texts, computer issues, unit retreats, agency cleaning day and non-client case consultation meetings.</p> <p>ALL NON-CLIENT RELATED <i>Please make note in purpose line as to what meeting you are attending</i></p>	<p>1. Entering information following contact with client on a closed workgroup.</p> <p>2. Unit Coverage/Intake Coverage while on unit coverage or blocking time while doing intakes.</p>	<p>1. SSIS Training, orientation unit and agency trainings, MSSA, network lunches, etc.</p> <p>2. Provide training to new staff "Power User", presenting at another unit's retreat.</p>	<p>Performance review, activity reports, timesheets, mileage claims</p>	<p>Mr/Choices Regional Meetings, Agency Board Meetings, DHS, MSSA or any other meetings other than internal</p>	<p>Crisis nursery, LAC, CSP, SADAC, Options, etc.</p> <p>Educating the general public to increase awareness of resources and services</p>	<p>Enter all of your breaks in for the days you worked in the month.</p> <p>Enter 30 minutes for breaks if working a 7.5 hour day. If working less than 7.5 hours you would have a 15 minute break.</p>
PROGRAM SERVICE	None	All Program Types	None	None	None	All Program Types	None
ACTIVITY	MEETING INTERNAL	1. COORDINATION 2. SCREENING	1. ATTEND TRAINING 2. PROVIDE TRAINING	RECORDS & REPORTS	COMMUNITY	Pick an appropriate activity	None

ADDITIONAL TIME ENTRY TIPS

- Travel Time-* You do not need to separate out your travel time, unless your client is CAC/CADI/BI – (This has been verified by management)
- Flex Time-* Do NOT enter flex time into SSIS, flex time is when you work more hours in one day and want to leave early the next. IT ALL EQUALS OUT.
- Account for 7.5 hours each day-* Enter your work, comp, vacation and breaks (30 minutes for breaks each day)

ACS / SWS Support Services Agreement for 2025

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN



Pennington
(County)
and
TRIMIN SYSTEMS, INC.

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

WITNESSETH

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

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

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

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

I. Systems to be supported

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

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

II. Support Definition

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

III. Allocation of Charges and Costs

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

IV. Billings of Charges and Costs for Counties that submit signed agreement by December 13, 2025.

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

Annual Support for ACS, paid as one-time charge (one billing): \$1,700

Annual Support for SWS, paid as one-time charge (one billing): \$1,700

- B. TriMin shall bill the County the charges and costs for Special Projects as defined in Section II-B, above, at the hourly rates, set forth in Section IV-D, below. Such billing shall identify the system being supported.
- C. Invoices pursuant to Section IV-A and IV-B above, shall be billed no more than 30 days in advance to the County, annually for charges in section IV-A above, and on a quarterly basis for charges related to Section IV-B (if any), and shall be paid by the county within forty-five (45) days of the date of the invoice.
- D. The hourly rates charged by TriMin during the duration of this Agreement shall be the following:
\$190 per hour
- E. Non-payment and remedies of TriMin: In the event that the County does not pay TriMin, within forty-five (45) days of the date of the invoice, the amount due pursuant to the Annual invoice, TriMin shall have the option to terminate its obligation to render further services to the County upon fourteen (14) days written notice thereof.

V. Allowance for Cost of Additional Services

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

VI. Warranties of the Parties

- A. TriMin represents and warrants as follows:

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

- B. The County represents and warrants as follows:

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

VII. Other Conditions

- A. Entire Agreement; Requirement of a Writing: Except where negotiations are otherwise authorized in the Agreement, it is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof.

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

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

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

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

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

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

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

The duration of this Agreement shall be January 1, 2025, to December 31, 2025, inclusive.

W. Cancellation

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

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

Accepted and Agreed for:

Accepted and Agreed for:

County: _____

TriMin Systems, Inc.:

Signed By: _____

Signed By: _____

Name: _____

Name: Erin Hultgren

Title: _____

Title: Director of Government Solutions

Date: _____

Date: _____

**Pennington County Human Services
Income Maintenance Unit
2024 Active Cases by Program**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Cash												
MFIP	33	31	29	29	32	33	41	39	31	29		
DWP	2	3	2	2	2	2	0	2	3	3		
GA	52	52	52	52	47	48	52	49	49	52		
GRH	50	50	50	51	48	47	45	45	49	52		
MSA	48	51	50	49	49	47	48	46	47	48		
EA	3	1	1	0	0	0	2	0	3	1		
EGA	0	0	0	1	1	0	1	1	0	1		
TOTAL	188	188	184	184	179	177	189	182	182	186	0	0

Food												
SNAP	562	555	539	547	536	546	556	571	576	577		
TOTAL	562	555	539	547	536	546	556	571	576	577	0	0

Health Care												
MA (MAXIS)	522	518	509	502	496	490	494	492	480	481		
IMD	2	2	1	1	1	1	1	1	1	1		
QMB	244	243	245	249	248	245	246	252	249	249		
SLMB	60	61	55	52	52	46	53	48	49	52		
QI-1	24	24	25	25	25	26	24	25	22	22		
MA (METS/MNsure)	1076	1000	963	952	951	941	968	983	976	979		
MCRE (METS)	77	68	73	68	68	62	60	52	58	62		
TOTAL	2,005	1,916	1,871	1,849	1,841	1,811	1,846	1,853	1,835	1,846	0	0

Total Active Programs												
	2,755	2,659	2,594	2,580	2,556	2,534	2,591	2,606	2,593	2,609	0	0

Total Active Cases												
	2,082	2,007	1,958	1,946	1,930	1,929	1,967	1,985	1,974	1,985	0	0

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

Cash	# Cases	## in HH	# Adults	# Children	
MFIP	29	59	21	38	Minnesota Family Investment Program
DWP	3	6	3	3	Diversionary Work Program
GA	52	52	52	0	General Assistance
GRH	52	52	52	0	Group Residential Housing
MSA	48	48	48	0	Minnesota Supplement Aid
EA	1	5	1	4	Emergency Assistance
EGA	1	1	1	0	Emergency General Assistance
TOTAL	186	223	178	45	

Food					
SNAP	577	,075	677	398	Supplemental Nutrition Assistance Program
TOTAL	577				

Health Care					
MA (MAXIS)	481	489	419	70	Medical Assistance
IMD	1	1	1	0	Institute for Mental Disease
QMB	249	250	250	0	Qualified Medicare Beneficiary (Medicare Savings Program)
SLMB	52	54	54	0	Service Limited Medicare Beneficiary (Medicare Savings Program)
QI-1	22	24	24	0	QI-1 (Medicare Savings Program)
MA (METS/MNsure)	979				Medical Assistance (a: 10/2/2024
MCRE (METS)	62				MinnesotaCare (as of 10/2/2024
TOTAL	1,846	818	748	70	

TOTAL ACTIVE PROGRAMS:	2,609
TOTAL ACTIVE CASES:	1,985

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

SS

SS

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	YTD	YTD 2023	Change
Expense															
Foster Care	14,509.12	15,695.88	11,208.21	11,012.25	9,771.75	10,842.54	10,414.56	8,870.93	6,442.67	3,038.40	-	-	101,806.31	172,802.13	-41.1%
Rule 4	-	1,103.60	2,064.80	-	1,560.90	2,885.30	-	1,419.00	476.00	-	-	-	9,509.60	72,905.66	-87.0%
Rule 8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rule 5	-	-	-	-	-	6,185.14	8,650.50	22,779.65	17,877.70	17,699.50	-	-	73,192.49	-	-
Corrections	48,314.86	46,385.58	65,215.38	77,092.30	49,283.30	56,604.85	46,683.94	39,800.31	21,351.59	32,687.27	-	-	483,419.38	425,376.48	13.6%
Adoption Aid	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Totals	62,823.98	63,185.06	78,488.39	88,104.55	60,615.95	76,517.83	65,749.00	72,869.89	46,147.96	53,425.17	-	-	667,927.78	671,084.27	-0.5%
Revenue															
Reimburse	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
MH Recovery	5,579.46	-	5,579.46	6,509.37	5,579.46	5,579.46	13,018.74	6,509.37	6,044.41	1,538.08	-	-	55,937.81	80,254.34	-30.3%
4E Recovery	-	13,306.00	-	-	5,838.00	-	-	7,360.00	-	-	-	-	26,504.00	70,633.00	-62.5%
NFC Settlement	-	-	5,739.00	-	-	-	-	-	-	-	-	-	5,739.00	1,822.00	215.0%
Totals	5,579.46	13,306.00	11,318.46	6,509.37	11,417.46	5,579.46	13,018.74	13,869.37	6,044.41	1,538.08	-	-	88,180.81	152,709.34	-42.3%
Net Expense	57,244.52	49,879.06	67,169.93	81,595.18	49,198.49	70,938.37	52,730.26	59,000.52	40,103.55	51,887.09	-	-	579,746.97	518,374.93	11.84%

2023 Totals	25,994.07	(34,836.53)	87,325.57	63,931.67	63,910.59	40,026.36	70,206.95	71,845.65	58,412.48	71,558.12	32,591.87	26,752.20			
YTD Change	31,250.45	115,966.04	95,810.40	113,473.91	98,761.81	129,673.82	112,197.13	99,352.00	81,043.07	61,372.04	28,780.17	2,027.97			

	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	YTD
Expense													
Foster Care	9,815.41	13,575.14	15,388.17	18,997.49	21,237.43	12,989.22	11,483.69	28,148.31	22,372.08	18,795.19	10,434.08	9,662.59	192,898.80
Rule 4	1,271.00	4,743.00	7,162.00	10,793.00	7,338.00	6,479.00	7,576.46	11,316.00	9,957.20	6,270.00	1,672.00	3,239.60	77,817.26
Rule 8	-	-	-	-	-	-	-	-	-	-	-	-	-
Rule 5	-	-	-	-	-	-	-	-	-	-	-	-	-
Corrections	30,824.97	-	71,976.09	39,335.23	42,180.16	35,769.29	59,297.51	59,630.53	33,170.77	53,191.93	48,434.79	29,162.00	502,973.27
Adoption Aid	-	-	-	-	-	-	-	-	-	-	-	-	-
Totals	41,911.38	18,318.14	94,526.26	69,125.72	70,755.59	55,237.51	78,357.66	99,094.84	65,500.05	78,257.12	60,540.87	42,064.19	773,689.33
Revenue													
Reimburse	-	-	-	-	-	-	-	-	-	-	-	-	-
MH Recovery	15,917.31	8,060.67	7,200.69	5,194.05	-	15,211.15	8,150.71	6,733.19	7,087.57	6,699.00	(10.00)	15,311.99	95,556.33
4E Recovery	-	45,094.00	-	-	6,845.00	-	-	18,694.00	-	-	27,959.00	-	98,592.00
NFC Settlement	-	-	-	-	-	-	-	1,822.00	-	-	-	-	1,822.00
Totals	15,917.31	53,154.67	7,200.69	5,194.05	6,845.00	15,211.15	8,150.71	27,249.19	7,087.57	6,699.00	27,949.00	15,311.99	195,970.33
Net Expense	25,994.07	(34,836.53)	87,325.57	63,931.67	63,910.59	40,026.36	70,206.95	71,845.65	58,412.48	71,558.12	32,591.87	26,752.20	577,719.00

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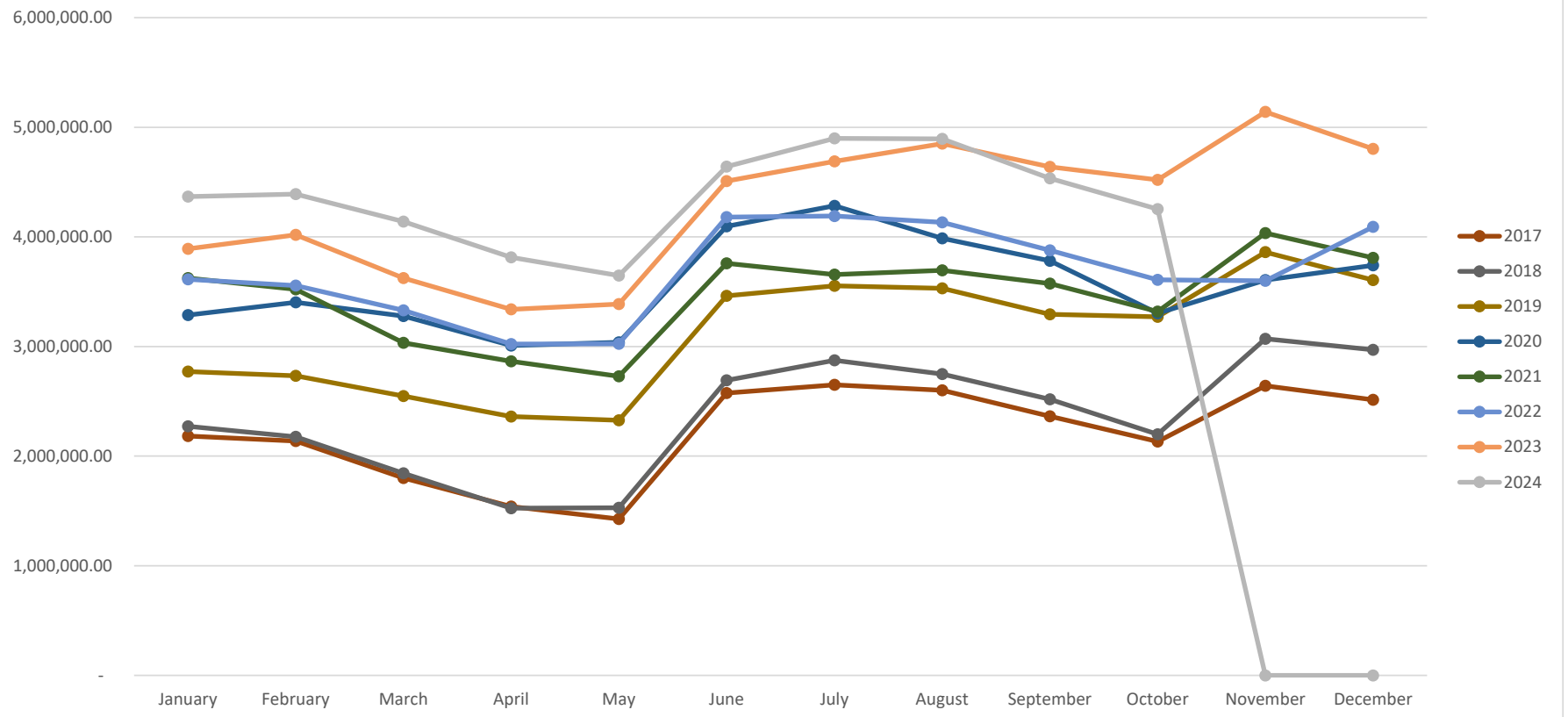
Human Service's Month End Balance

	2017	2018	2019	2020	2021	2022	2023	2024	% of Budget
January	2,182,630.66	2,271,729.26	2,772,063.80	3,288,028.76	3,624,301.56	3,612,634.01	3,892,137.92	4,368,802.80	79.15%
February	2,138,616.83	2,176,762.19	2,732,919.27	3,403,266.76	3,521,041.97	3,555,431.44	4,019,670.50	4,391,391.39	79.56%
March	1,800,227.71	1,844,672.30	2,547,429.81	3,277,046.86	3,033,593.35	3,329,525.51	3,624,644.30	4,140,708.64	75.01%
April	1,539,707.40	1,525,256.03	2,361,226.50	3,009,330.45	2,865,586.09	3,022,501.53	3,338,694.34	3,814,053.11	69.10%
May	1,426,858.37	1,528,544.15	2,327,158.79	3,038,957.98	2,728,273.46	3,023,675.98	3,386,550.78	3,646,747.76	66.07%
June	2,576,374.42	2,692,513.93	3,462,928.17	4,095,797.92	3,759,448.23	4,180,077.80	4,510,080.21	4,640,679.57	84.07%
July	2,650,496.79	2,874,408.12	3,554,336.75	4,284,273.43	3,656,785.80	4,190,786.57	4,690,147.87	4,898,652.24	88.74%
August	2,600,332.14	2,749,859.99	3,531,954.80	3,987,655.57	3,694,899.51	4,132,301.59	4,850,104.65	4,894,959.57	88.68%
September	2,362,913.96	2,518,750.84	3,294,188.08	3,781,078.10	3,573,442.34	3,878,451.23	4,637,867.07	4,535,101.45	82.16%
October	2,133,041.74	2,198,557.64	3,270,530.55	3,301,898.06	3,318,688.76	3,609,060.10	4,520,293.45	4,253,349.62	77.05%
November	2,642,643.71	3,070,756.97	3,860,836.73	3,606,171.73	4,035,310.35	3,599,570.32	5,140,626.01	0.00	0.00%
December	2,513,770.14	2,970,003.64	3,606,171.73	3,741,217.85	3,808,445.10	4,092,234.23	4,802,666.26	0.00	0.00%

Expense Budget 5,519,935.00

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

Human Services Cash Balance 2017-2024



Pennington County Performance Report

Human Services Performance Management

Adult Protection and Child Support Performance Report October 2024

Reporting Periods:

Adult Protection July 1, 2023 – June 30, 2024

Child Support Oct. 1, 2023 – Sept. 30, 2024



For more information contact:

Human Services Performance Management System
HSPM@state.mn.us | (651) 431-5780



Performance Report Overview

About this Report

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

This report contains data on four measures and includes:

- State fiscal year (July 1, 2023 – June 30, 2024) performance data for the Adult Protection measure
- Federal fiscal year (Oct. 1, 2023 – Sept. 30, 2024) performance data for the three Child Support measures
- Performance data trends for recent years
- A performance comparison to other counties in the same Minnesota Association of County Social Services Administrators (MACSSA) region

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

Additional Information

Supplemental and background information about the Performance Management System can be found on PartnerLink:

https://www.dhs.state.mn.us/main/idcplg?IdcService=GET_DYNAMIC_CONVERSION&RevisionSelectionMethod=LatestReleased&dDocName=dhs16_191395.



Human Services Performance Management DCYF and DHS Collaboration

With the launch of the Department of Children, Youth, and Families (DCYF), the scope of the Human Services Performance Management System includes eleven essential human services from programs that now span two agencies, the Department of Human Services (DHS) and DCYF.

During the transition year, the authority to administer improvement activities remains with the Commissioner of DHS. But the administration of the Human Services Performance Management System will be an ongoing collaboration between the two agencies, allowing for improvement efforts across the human services landscape.

Technical changes to the Performance Management System statute are being put forward as part of the 2025 legislative session to formalize the roles of each agency in administering improvement activities.



About the Measure

Outcome: Adults and children are safe and secure.

Percent of vulnerable adults reported as maltreated with initial disposition for response made within five working days.

What is this measure?

The measure is calculated based upon the difference between the date a report was received by a county that a vulnerable adult was suspected of experiencing maltreatment and the date of the county's decision to offer adult protective services to the vulnerable adult. The measure compares the total number of reports received during the state fiscal year with an initial disposition date within five business days.

Why is this measure important?

This measure supports timely response for vulnerable adults that may be experiencing maltreatment. Additionally, it promotes statutory compliance for initial disposition being made within five business days. A timely response is important to safeguard vulnerable adults.

What affects performance on this measure?

- System factors include the number of reports received.
- Staff factors include lack of staff, understaffed, lack of knowledge and training, level of supervision, staff have many different roles and work many programs at once, and inconsistent interpretation of policy.
- Documentation factors include the accuracy of data and the timeliness of data entry.
- Environmental or external factors include delays in return response from reporter or others.



Pennington County Performance

Outcome: Adults and children are safe and secure.

Percent of vulnerable adults reported as maltreated with initial disposition for response made within five working days.

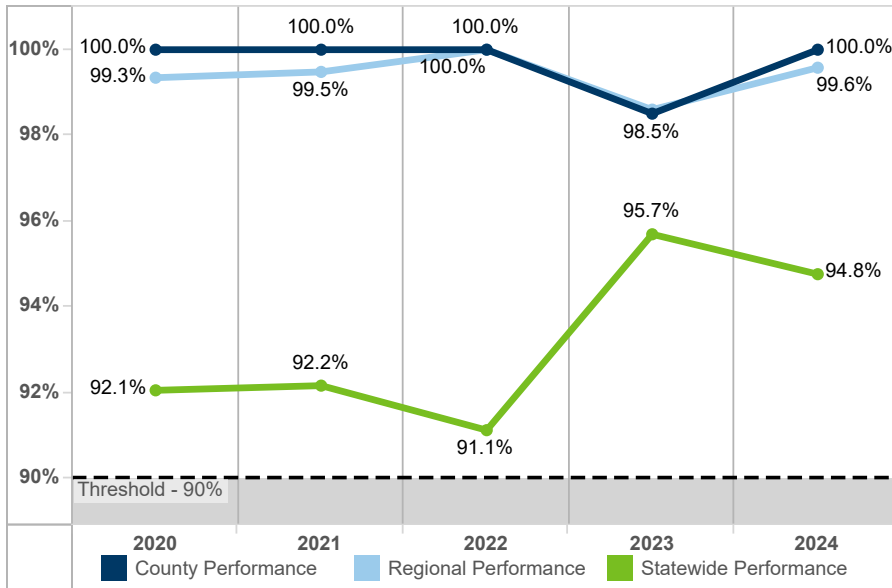
Pennington County Performance by Year

	2020	2021	2022	2023	2024
County Performance	100.0%	100.0%	100.0%	98.5%	100.0%
Denominator	50	33	64	67	68

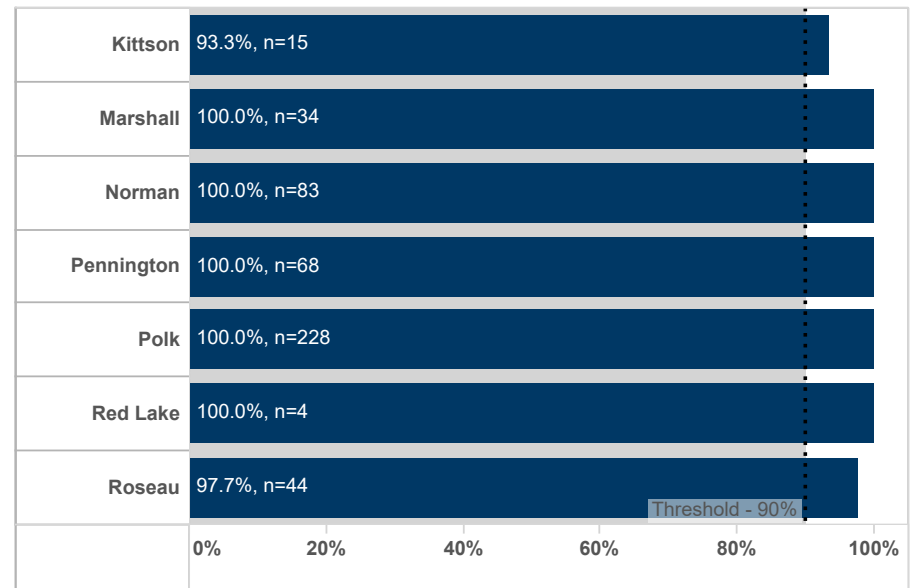
PIP Decision

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

County, State and Regional Performance



2024 Performance for MACSSA Region 1



*Blank values represent no cases for a reporting year.

**The dotted line on each graph indicates 90%, the threshold for this measure.



About the Measure

Outcome: Children have the opportunity to develop to their fullest potential

Percent of open child support cases with paternity established.

What is this measure?

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

Why is this measure important?

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

What affects performance on this measure?

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



Pennington County Performance

Outcome: Children have the opportunity to develop to their fullest potential

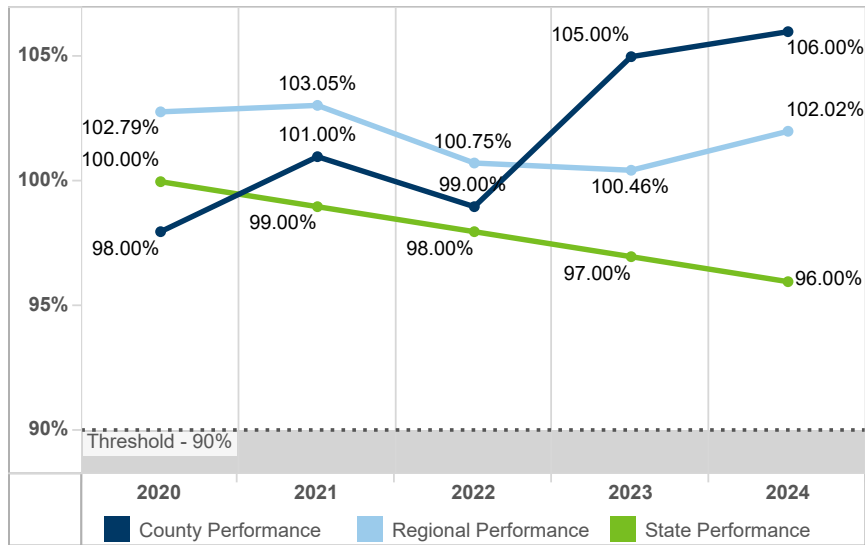
Percent of open child support cases with paternity established.

Pennington County Performance by Year

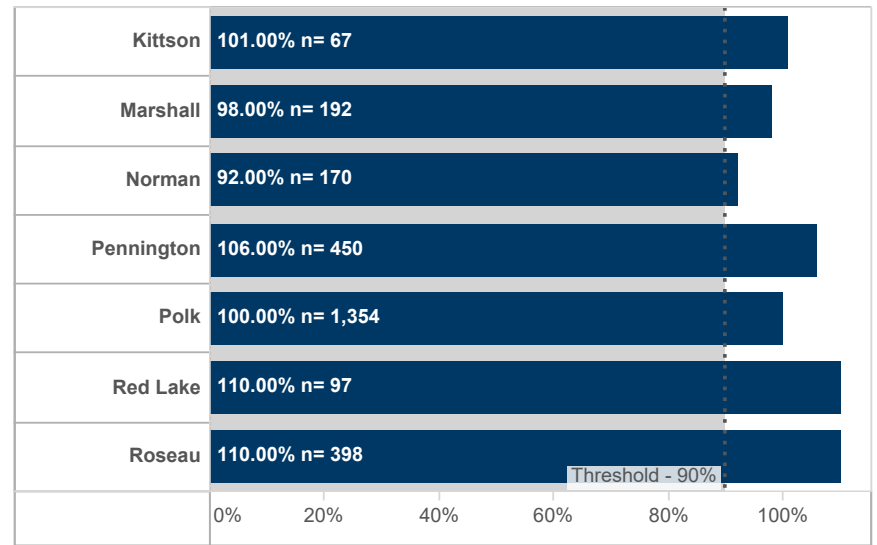
	2020	2021	2022	2023	2024
County Performance	98.00%	101.00%	99.00%	105.00%	106.00%
Denominator	559	533	497	468	450

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

County, State and Regional Performance



2024 Performance for MACSSA Region 1



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

Percent of open child support cases with an order established.

What is this measure?

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

Why is this measure important?

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

What affects performance on this measure?

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



Pennington County Performance

Outcome: People are economically secure

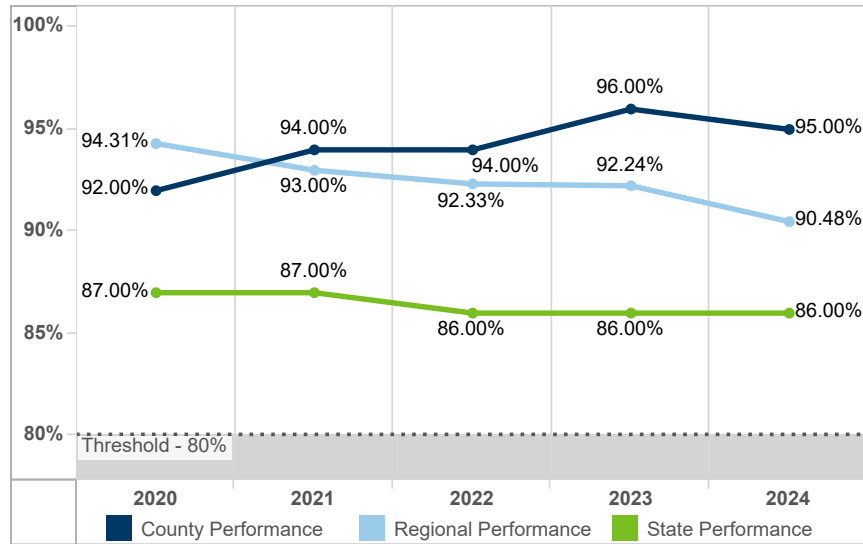
Percent of open child support cases with an order established.

Pennington County Performance by Year

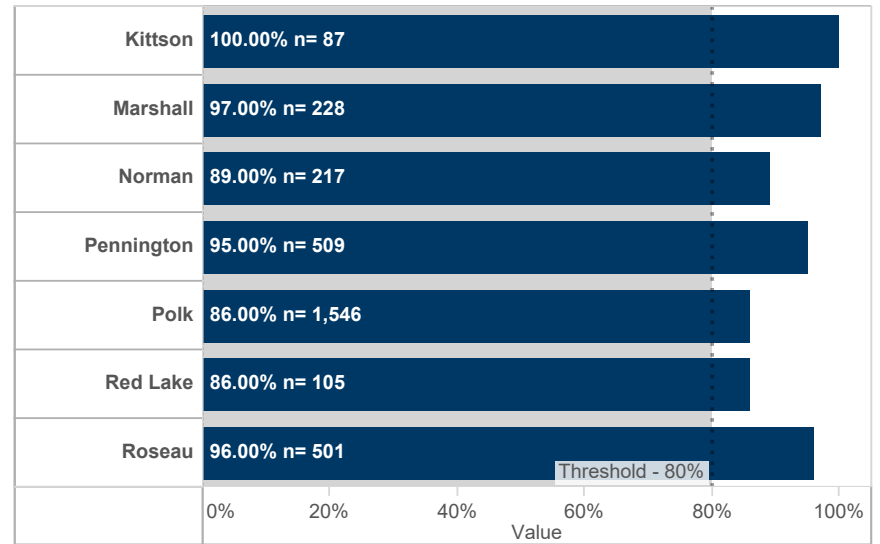
	2020	2021	2022	2023	2024
County Performance	92.00%	94.00%	94.00%	96.00%	95.00%
Denominator	656	612	590	522	509

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

County, State and Regional Performance



2024 Performance for MACSSA Region 1



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



About the Measure

Outcome: Children have stability in their living situation

Percent of current child support paid.

What is this measure?

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

Why is this measure important?

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

What affects performance on this measure?

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

Threshold Suspension

The Human Services Performance Council voted to suspend the Performance Management system threshold for the Child Support Paid measure, thereby removing Performance Improvement Plan (PIP) requirement for the measure. This proposal was brought forward after review of the 2024 data where 29 counties (almost 38%) would be required to complete a PIP and 47 counties (61%) have a negative year-over-year average threshold, which is indicative of the continued systemic barriers all counties are facing as well as challenges with the threshold calculation. The performance report including the Child Support Paid measure will be issued to counties on Oct. 31. Performance will continue to be reported for this the federal measure, and it will still be used by the DCYF Child Support Division.

In the meantime, the Performance Management team will evaluate whether to keep, revise or replace the threshold or measure.

Child Support improvement project update

In response to an unprecedented decline in statewide and national performance on the child support paid measure in 2022, the Performance Management team embarked on a research and improvement project to identify the barriers and improvement opportunities related to the measure.

By engaging with the Child Support Division and Child Support teams a number of barriers and improvement recommendations were identified. Please see the report from this project for more information, including additional barriers cited by counties:

<https://edocs.dhs.state.mn.us/lfservlet/Public/DHS-8595-ENG>.

The Performance Management team would like to thank the planning team members and everyone who shared time, information and resources contributing to this project.



Pennington County Performance

Outcome: Children have stability in their living situation

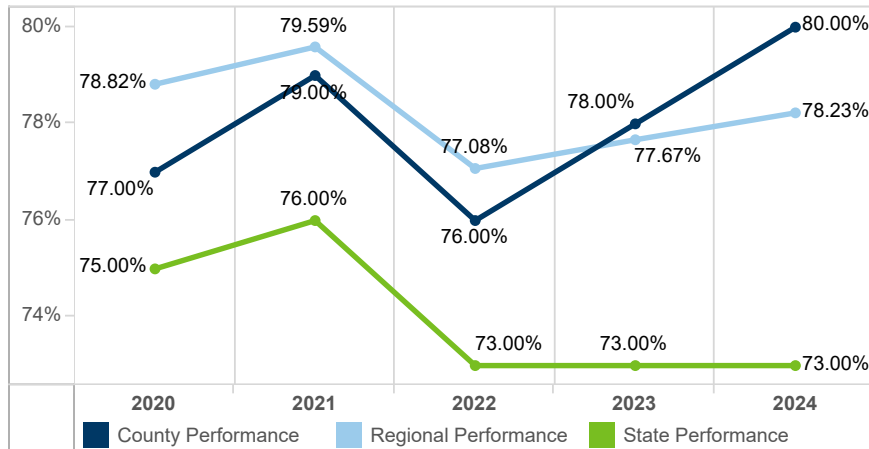
Percent of current child support paid.

PIP Decision
 No PIP required - The Human Services Performance Management System has suspended the threshold for the measure.

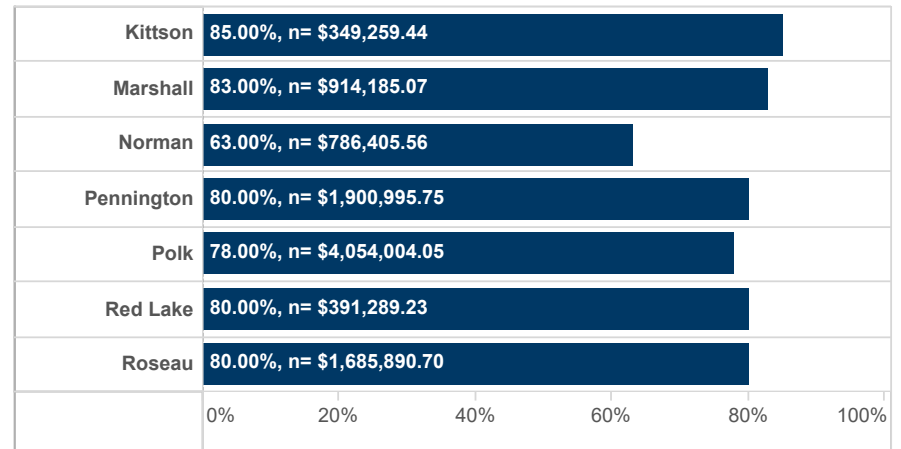
Pennington County Performance by Year

	2020	2021	2022	2023	2024
County Performance	77.00%	79.00%	76.00%	78.00%	80.00%
Denominator	\$1,996,279.65	\$1,998,288.54	\$1,911,547.48	\$1,889,300.80	\$1,900,995.75

County, State and Regional Performance



2024 Performance for MACSSA Region 1





Pennington County Performance

Outcome: Children have stability in their living situation

Racial Data for Percent of current child support paid.

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

Purpose

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

No Data Available

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

Pennington County 2024 Performance by Race and Ethnicity for *Percent of Current Child Support Paid*

