

Pennington County Human Service Committee

Meeting Agenda

May 20, 2025

12:00 pm

Members Present

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

Section A

Minutes: Review of 04/15/2025 HSC Meeting minutes

- I. Personnel:
 - A. Update on Child Protection Social Worker Position
 - B. Update on Adult Mental Health Social Worker Position
 - C. Elderly Wavier/MSHO/MSC+ Social Worker Position

- IV. General:
 - A. CY 2025-2026 Supervised Visitation and Visitation Exchange Purchase of Services Agreement between Violence Intervention Project and Pennington County Human Services.
 - B. CY 2026 ESSA Service Agreement for Goodridge Public Schools.
 - C. Jessica Seyller will present information on the Rise Adult Day Facility Potential in Thief River Fall.
 - D. Needs Determination for Rise Adult Day Services in Thief River Falls.
 - E. Needs Determination for ODC to close Custom Wood Products.
 - F. Needs Determination for ODC to close to transfer their main license to the new Dale St. Location.
 - G. Out-of-Home Cost Report
 - H. Month's End Cash Balance
 - I. 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:

06/17/2025
12:00 pm

07/15/2025
12:00 pm

08/19/2025
12:00 pm

A regular meeting of the Pennington County Human Service Committee was held at 12:00 pm, April 15, 2025, at the Northwest Juvenile Center in Bemidji MN.

COMMITTEE MEMBERS PRESENT:

Seth Nelson
Neil Peterson
Dave Sorenson
Bruce Lawrence
Roy Sourdif

STAFF MEMBERS PRESENT:

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

SECTION A

I. MINUTES:

March 18, 2025, 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 announced that Brooklyn Melcher has been hired to fill the Licenser/Children's Mental Health Social Worker Position. Ms. Melcher starts her employment on April 28, 2025. Upon conclusion of the announcement a recommendation was made to forward this item to the Consent Agenda.
- B. The Director and Elizabeth Gerhart, Social Services Supervisor, presented an update on the Child Protection Social Worker position.
- C. The Director announced the resignation of Alyssa Hanson, Social Worker, effective 04/25/2025. Upon conclusion of the announcement a recommendation was made to forward this item to the Consent Agenda.

III. GENERAL:

- A. The Director presented an ESSA (Every Student Succeeds Act) Agreement between Thief River Falls ISD #564 and Pennington County Human Services. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.
- B. The Director presented information and informed committee members of a Needs Determination for Rise Adult Day Services to be in Thief River Falls. Jessica Seyller will be present at the next committee meeting in May. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.
- C. The Out-of-Home Cost Report through March 2025 was presented for Review.
- D. The month's end cash balance March 2025 stands at \$ 4,265,549.91.

SECTION B

- I. No Social Service cases were presented for special case review.
- II. Tammy Johnson, Eligibility Supervisor, presented the Emergency Assistance/Emergency General Assistance March 2025 report of activity. She reported that the Income Maintenance open case count stands at 2023.
- 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: May 20, 2025, at 12:00 p.m.

PURCHASE OF SERVICE AGREEMENT

Pennington County Human Services, PO Box 340, Thief River Falls, MN 56701, hereafter referred to as the "Agency", and Violence Intervention Project, 1911 East Greenwood Street, PO Box 96, Thief River Falls, MN 56701, hereafter known as the "Contractor"; enter into this agreement for the period from July 23, 2025 to December 31, 2026.

WITNESSETH

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

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

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

1. Contractor Duties:

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

- | | |
|-----------------------------------|---|
| 1) Supervised Visitation Services | \$36.00/hr (1 hr. minimum and billed in ½ hr. and billed in ½ hr increments after 1 st hour) |
| 2) Visitation Exchange Services | \$12.00/exchange |
| 3) Use of Visitation Room | \$25.00/hr. (1 hr. minimum billed in ½ hr. Increments after 1 st hour) |
| 4) Service Intake | \$25.00/parent |
| 5) Visit Cancellation* | \$30.00 |
| 6) Exchange Cancellation* | \$10.00 |

Cancellations that occur less than 24-hour notice (excluding weather related).

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

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

2. Cost of Delivery of Purchased Services:

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

- B. The Contractor certifies that the services to be provided under this agreement are not available without cost to eligible clients. The Contractor further certifies that payment claims for Purchased Services will be in accordance with rates of payment that do not exceed amounts reasonable and necessary to assure quality of service.
- C. Purchased services will be provided at Umbrella Tree Children's Safety Center, Thief River Falls, MN 56701.

3. Eligibility for Services

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

- A. It is understood and agreed by the parties that, for fee eligible recipients, fees shall be charged and collected in accordance with the fee policy and schedules adopted by the County Board of Commissioners.
- B. The Contractor shall not charge any program or service fee to social services eligible clients except in accordance with A. above.

4. Individual Service Plan:

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

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

5. Payment for Purchased Services:

- A. When applicable, the Agency or county of financial responsibility shall pay the Contractor within thirty (30) days of the date of the receipt of the vendor service voucher or invoice from the Contractor for services provided and billed in accordance with the provisions of the contract.
- B. The Agency or county financial responsibility shall pay the Contractor based on the approved unit of cost for each authorized service time the number of units provided to each eligible person up to the number of units of service authorized in writing by the county of financial responsibility in accordance with Minnesota Rules, part 9525.0065, 9525.1850, and 9525.1910.

- C. The Contractor agrees not to include the charges for services and administrative or service cost assignable to private pay or third party pay sources.
- D. The Agency or county financial responsibility will be responsible for paying for all canceled visits or exchanges (with less than a 24-hour notice) unless the Contractor was the one to cancel. Weather-related cancellations are the only exemption from this policy.

6. Audit and Records Disclosure:

The Contractor shall:

- A. Allow personnel of the Agency, the Minnesota Department of Human Services, and the Department of Health and Human Services, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
- B. Maintain all records pertaining to the contract at 1911 East Greenwood Street, Thief River Falls, MN 56701 for four years for audit purposes.

7. Safeguard of Client Information:

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

8. HIPAA

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

9. Equal Employment Opportunity and Civil Rights and Nondiscrimination

(When Applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section

504; (When Applicable) Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1982). This section shall not apply if the grant is for less than \$50,000.00, and the Contractor has employed twenty or less full-time employees during the previous 12 months.

10. Fair Hearing and Grievance Procedures:

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

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

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

- 1) By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractors under this agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for/by the Contractor or his assigns; or
- 2) By reason of any service client's causing injury to, or damage to, the property of another person during any time when the Contractor or his assigns, or employee thereof has undertaken or is furnishing the care and service called for under this agreement.

B. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to all times during the terms of this contract, have and keep in force a liability insurance policy in the amount of Five hundred Thousand Dollars (\$500,000) for bodily injury or property damage to any one person and One Million Five Hundred Thousand (\$1,500,00) for total injuries or damages arising from any one occurrence. See Minnesota Statutes, section 3.736 Subd 4 (c). The County and Department must both be named as additional insured and shall be sent a current certificate of insurance per Minnesota statutory requirements. If applicable, the Contractor must also maintain professional liability insurance with a minimum aggregate amount of \$1,000,000.

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

12. Contractor Debarment, Suspension and Responsibility Certification

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

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

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

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

Directions for Online Access to Excluded Providers:

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

13. Conditions of the Parties' Obligations:

- A. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchase Services, the obligations of each part hereunder shall thereupon be terminated.
- B. This agreement may be canceled by either party at any time, with or without cause, upon 30 days' notice, in writing, delivered by mail or by person.
- C. Before the termination date specified in Section 1 of this agreement, the Agency may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
- D. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- E. No claims for service furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the agreement.
- F. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal financial participation, all parties will review this agreement and renegotiate those items necessary to bring the agreement to compliance with the new Federal regulations.

14. Subcontracting:

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

15. Miscellaneous:

- A. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social agency relating to the subject matter hereof.
- B. Extensions: This contract may be extended for a period of six months, at the option of the county. If the county desires to extend the term of the contract it shall notify the provider in writing at least sixty days before the expiration of the contract. All terms of this contract will remain in effect pending execution of the contract amendment, execution of a new contract or notice of termination as provided under Section II.

APPROVED AS TO FORM AND EXECUTION

BY _____
County Attorney

DATED: _____ 20 _____

BY _____
Dir. Pennington County Human Services

DATED: _____ 20 _____

BY _____
Pennington County Board of Commissioners

DATED: _____ 20 _____

BY _____
Chairperson of Board of _____
Contractor

DATED: _____ 20 _____

BY _____
Director of Contracting Agency

DATED: _____ 20 _____

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

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

RECITALS

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

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

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

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

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

1. TERM:

The term of the Agreement shall be July 1, 2025-June 30, 2026.

2. EDUCATIONAL PLACEMENT DECISIONS:

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

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

3. BEST INTEREST FACTORS:

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

The student's age

- The school attended by the student's sibling(s)

The length of time the student is expected to remain at the current placement and the possible location of housing intended to be long-term

Distance of commute and impact it may have on the student's education and other student-centered, transportation related factors, including travel time

School stability and educational continuity

- Time remaining in the academic year

Personal safety, attendance, academic progress and social involvement of the students in the current school

The impact transferring the student to a new school may have on his or her needs and progress academically, emotionally, socially, and physically

- Availability of classes to avoid credit loss for timely graduation or promotion

Documentation of the best interest determination shall be maintained in the Pennington County case file and student's cumulative record.

4. SERVICES

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

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

5. PAYMENT FOR SERVICES:

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

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

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

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

6. DISPUTE RESOLUTION:

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

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

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

7. PROVIDER NOT AN EMPLOYEE:

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

8. INDEMNIFICATION:

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

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

9. TERMINATION OF CONTRACT:

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

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

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

10. STANDARDS:

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

11. DATA PRACTICES

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

12. AMENDMENTS

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

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

COUNTY OF Pennington County
STATE OF MINNESOTA

PENNINGTON COUNTY
BOARD OF COMMISSIONERS

GOODRIDGE SCHOOL DISTRICT
No. 561

BY: _____
CHAIRPERSON

BY: _____
TOMAS LOBERG
SUPERINTENDENT

DATED: _____

DATED: _____

ATTESTED TO:

BY: _____

JULIE SJOSTRAND
COUNTY HUMAN SERVICES DIRECTOR

BY: _____

JOHNLOVLY
SCHOOL BOARD CHAIR

DATED: _____

DATED:  _____

DAY SERVICES

Determination of need application to expand day services

Instructions

Lead agencies must use this form when they want to develop new day services or expand, change or increase existing day services for people with disabilities.

For more information on the request process and DHS' legal authority, see the [Day services need determination page](#) in the [Community-Based Services Manual \(CBSM\)](#).

When completed, submit this form and any additional documentation using the "submit" button on Page 4.

Lead agency information

DATE	NAME OF LEAD AGENCY	CONTACT PERSON'S NAME	CONTACT PERSON'S TITLE/POSITION	PHONE
CONTACT PERSON'S EMAIL		CITY	STATE	ZIP CODE

Day services provider information

SERVICE PROVIDER NAME	CONTACT PERSON	PHONE
CONTACT PERSON'S EMAIL	CONTACT PERSON'S TITLE/POSITION	FAX NUMBER
STREET ADDRESS	CITY	STATE ZIP CODE
NPI/UMPI NUMBER	DHS LICENSE NUMBER	CORPORATE (PARENT) NAME

Request

Based on the service and support needs identified in the Coordinated Services and Support Plans and Addendums (CSSP and CSSP Addendum), we request to: (check all that apply)

IF SO:	Develop a new facility-based, day services program <ul style="list-style-type: none"> Provide a summary of the need for services and supports as identified within the CSSPs and CSSP Addendums Provide a summary of the proposed services and supports to be provided to people.
IF SO:	Develop a new congregate, community-based, day services program <ul style="list-style-type: none"> Provide a summary of the needs for services and supports as identified within the CSSPs and the CSSP Addendums Provide a summary of the proposed services and supports to be provided to people
IF SO	Develop a new day services program satellite facility <ul style="list-style-type: none"> Provide a summary of need Provide the number of people that will be served

CONTINUED ON NEXT PAGE

IF SO	Increase DHS licensed day services program facility capacity (e.g., increase the number of people with disabilities who receive day services within the service provider's facility) <ul style="list-style-type: none"> Provide a summary of need, the number of people that will be served
	Increase the number of service days providing day services (not to exceed 23 days a month)
IF SO	Change the location of the day services provider's facility/site <ul style="list-style-type: none"> Provide the present and future addresses Provide the increases in primary, usable square footage within the new facility(s) for the purpose of increasing the number of people with disabilities who receive day services.
IF SO	Change the fundamental program/services provided to people <ul style="list-style-type: none"> Provide a summary of the proposed services and supports to be provided
	Change the DHS license to serve a different age group of people

Requirements

The lead agency must base the development of new day services or the expansion and modification of existing day services upon service needs identified in the Coordinated Services and Support Plan and Addendum (CSSP and CSSP Addendum) as required by [Minn. Stat. §256B.092, subd. 1b.](#)

Do all the people who either currently receive or who will receive day services have a current CSSP and CSSP addendum that meets the statutory requirements?	Yes	No
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Changes

In column A, list the current license conditions. In column B, list any proposed changes. If you do not request a change in column B, write N/A.

CHANGES	COLUMN A (CURRENTLY)	COLUMN B (PROPOSED)
No more than this number of persons can be served on site at any one time.		
Age of persons served (as stated on License)		

Lead agency board comments and approval

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The lead agency (county/tribal) board supports the need for changes to the programs or services as described in this application and recommends approval of this application.

SIGNATURE OF COUNTY/TRIBAL BOARD CHAIRPERSON OR DESIGNATED REPRESENTATIVE	DATE OF COUNTY/TRIBAL BOARD ACTION
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Additional requirements

Answer the following items (If the items are not relevant to this application, write N/A).

1. Describe how the lead agency's proposed day services determination of need request application is related to the service needs identified in the lead agency's:

- A. Community health and human services plan
- B. Community social services administration (CSSA) plan
- C. Lead agency needs determination/gaps analysis reporting
- D. CSSPs and CSSP addendums for people with developmental disabilities.

2. If the lead agency's proposed request increases or expands the size and use of day services, describe the home and community-based services and supports that were considered and ruled out as viable alternative options to day services, and why.

3. Describe how your lead agency provided information about informed choice and viable/alternative service and support options to day services.

4. If the lead agency's proposed request increases or expands the size and use of day services, describe the home and community-based services and supports that could be used as viable alternative options to day services in the future.

5. Describe how the lead agency's proposed request ensures that current and prospective people receiving day services and supports will have all of the following:

- A. Individualized services and supports that meet their needs and preferences
- B. Individualized opportunities to seek competitive employment and work at competitively paying jobs in the community with people without disabilities and with or without support services
- C. Meaningful community integration and involvement via regular access to available community services, resources, organizations, activities and people without disabilities.

6. The lead agency assures the day services provider has policies and practices that protect and support:

A. The right to privacy, dignity and respect?	Yes	No
B. Personal autonomy, independence and control of resources?	Yes	No
C. Accessibility and freedom from restraint?	Yes	No
D. Individualized services and supports that meet people's needs and preferences?	Yes	No
E. Individualized opportunities to seek competitive employment, and work at competitively paying jobs in the community with people without disabilities and with or without support services?	Yes	No
F. Meaningful community integration and involvement via regular access to available community services, resources, organizations, activities and people without disabilities?	Yes	No

What if I have questions?

If you have questions, or need help, contact the DSD Response Center via email

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PO Box 64967

St. Paul, MN 55164-0967

How do I submit this application?

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DAY SERVICES

Determination of need application for proprietary changes, reductions and closures

Instructions

Lead agencies must use this form when they want to make proprietary changes, reduce or terminate existing day services for people with disabilities.

For more information on the request process and DHS' legal authority, see the [Day services need determination page](#) in the [Community-Based Services Manual \(CBSM\)](#).

When completed, submit this form and any additional documentation using the "submit" button on Page 4.

Lead agency information

DATE	NAME OF LEAD AGENCY	CONTACT PERSON'S NAME	CONTACT PERSON'S TITLE/POSITION	PHONE
CONTACT PERSON'S EMAIL		CITY	STATE	ZIP CODE

Day services provider information

SERVICE PROVIDER NAME	CONTACT PERSON	PHONE
CONTACT PERSON'S EMAIL	CONTACT PERSON'S TITLE/POSITION	FAX NUMBER
STREET ADDRESS	CITY	STATE ZIP CODE
NPI/UMPI NUMBER	DHS LICENSE NUMBER	CORPORATE (PARENT) NAME

Request

Based upon the service and support needs identified in the Coordinated Services and Support Plans and addendums (CSSP and CSSP addendum), we request to: (check all that apply)

Change the day services provider facility site location IF SO: <ul style="list-style-type: none"> • Provide the present and future addresses • Provide any changes in primary, usable square footage in the new facility/site.
Decrease DHS licensed day program facility capacity (e.g., permanently reduce the number of people with disabilities who receive day services at the day services provider's facility)
Decrease the number of service days providing day services (not to be fewer than 195 days a year)
Close a day services program IF SO <ul style="list-style-type: none"> • Provide a closing date • Provide alternative service options for people affected by the program closure.

Requirements

Do all the people who either currently receive or who will receive day services have a current CSSP and CSSP addendum that meets the statutory requirements ([Minn. Stat. §256B.092, subd. 1b](#))?

Yes No

Lead agency board comments and approval

Signature

The lead agency (county/tribal) board supports the need for changes to the programs or services as described in this application and recommends approval of this application.

SIGNATURE OF COUNTY/TRIBAL BOARD CHAIRPERSON OR DESIGNATED REPRESENTATIVE

DATE OF COUNTY/TRIBAL BOARD ACTION

Additional requirements

Answer the following items (If the items are not relevant to this application, write N/A).

1. Describe the proposed day services modification.

2. How is the lead agency's proposed day services determination-of-need request application related to the service needs identified in the lead agency's:

- A. Community health and human services plan
- B. Community social services administration (CSSA) plan
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3. The lead agency assures the day services provider has policies and practices that protect and support:		
A. The right to privacy, dignity and respect?	Yes	No
B. Personal autonomy, independence and control of resources?	Yes	No
C. Accessibility and freedom from restraint?	Yes	No
D. Individualized services and supports that meet people's needs and preferences?	Yes	No
E. Individualized opportunities to seek competitive employment, and work at competitively paying jobs in the community with people without disabilities and with or without support services?	Yes	No
F. Meaningful community integration and involvement via regular access to available community services, resources, organizations, activities and people without disabilities?	Yes	No

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How do I submit this application?

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Pennington County Human Services
 Out Of Home Placement Costs
 Year Ending December 31, 2025 & 2024

SS

SS

	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	YTD	YTD 2024	Change
Expense															
Foster Care	3,145.26	10,171.02	7,678.28	10,409.13									31,403.69	41,413.21	-24.2%
Rule 4													-	3,168.40	-100.0%
Rule 8													-	-	
Rule 5	12,399.05	9,475.46	8,558.48										30,432.99	-	
Corrections	19,146.58	29,738.16	33,404.00	38,037.50									120,326.24	159,915.82	-24.8%
Adoption Aid													-	-	
Totals	34,690.89	49,384.64	49,640.76	48,446.63	-	-	-	-	-	-	-	-	182,162.92	204,497.43	-10.9%
Revenue															
Reimburse													-	-	
MH Recovery	3,266.05	1,890.87		2,642.93									7,799.85	11,158.92	-30.1%
4E Recovery													-	13,306.00	-100.0%
NFC Settlement													-	5,739.00	-100.0%
Totals	3,266.05	1,890.87	-	2,642.93	-	-	-	-	-	-	-	-	7,799.85	30,203.92	-74.2%
														-	
Net Expense	31,424.84	47,493.77	49,640.76	45,803.70	-	-	-	-	-	-	-	-	174,363.07	174,293.51	0.04%

2023 Totals	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	40,643.74	53,176.03			
YTD Change	(25,819.68)	(28,204.97)	(45,734.14)	(81,525.62)	(130,724.11)	(201,662.48)	(254,392.74)	(313,393.26)	(353,496.81)	(405,383.90)	(446,027.64)	(499,203.67)			

	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
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	4,536.83	3,043.80	109,386.94
Rule 4	-	1,103.60	2,064.80	-	1,560.90	2,885.30	-	1,419.00	476.00	-	-	-	9,509.60
Rule 8	-	-	-	-	-	-	-	-	-	-	-	-	-
Rule 5	-	-	-	-	-	6,185.14	8,650.50	22,779.65	17,877.70	17,699.50	-	35,178.70	108,371.19
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	38,341.58	21,440.40	543,201.36
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	42,878.41	59,662.90	770,469.09
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	2,234.67	1,890.87	60,063.35
4E Recovery	-	13,306.00	-	-	5,838.00	-	-	7,360.00	-	-	-	4,596.00	31,100.00
NFC Settlement	-	-	5,739.00	-	-	-	-	-	-	-	-	-	5,739.00
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	2,234.67	6,486.87	96,902.35
												-	
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	40,643.74	53,176.03	673,566.74

1035.4
1054
1035.4
149.1
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935.2
194.3
334.11
309.05
1236.2
1336.44
1135.96
1188.32
36.98
369.8

314.76
1035.4
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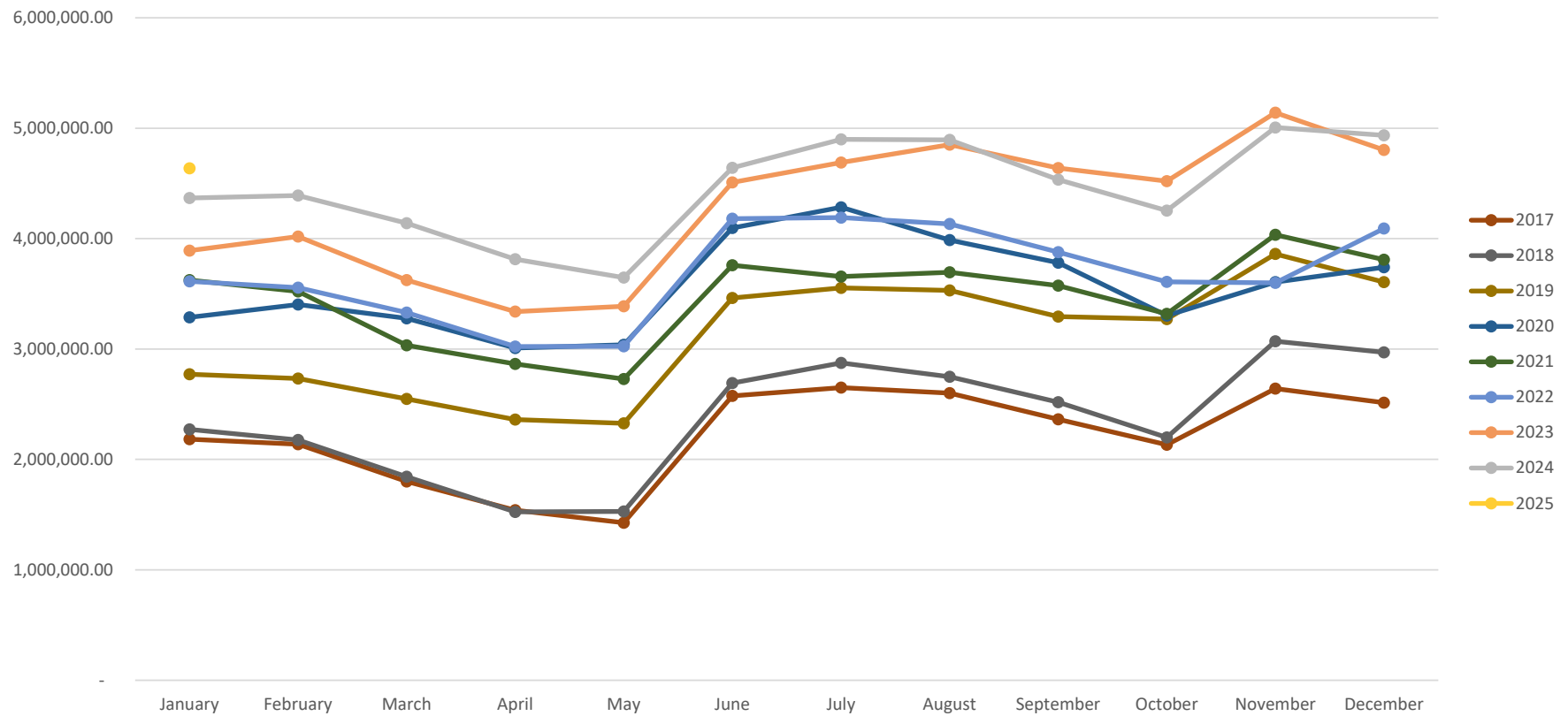
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Human Service's Month End Balance

	2017	2018	2019	2020	2021	2022	2023	2024	2025	% 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	4,637,333.31	82.71%
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	4,512,156.56	80.48%
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	4,265,549.91	76.08%
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	3,989,705.35	71.16%
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	0.00	0.00%
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	0.00	0.00%
July	2,650,496.79	2,874,408.12	3,554,336.75	4,284,273.43	3,656,785.80	4,190,786.57	4,690,147.87	4,898,652.24	0.00	0.00%
August	2,600,332.14	2,749,859.99	3,531,954.80	3,987,655.57	3,694,899.51	4,132,301.59	4,850,104.65	4,894,959.57	0.00	0.00%
September	2,362,913.96	2,518,750.84	3,294,188.08	3,781,078.10	3,573,442.34	3,878,451.23	4,637,867.07	4,535,101.45	0.00	0.00%
October	2,133,041.74	2,198,557.64	3,270,530.55	3,301,898.06	3,318,688.76	3,609,060.10	4,520,293.45	4,253,349.62	0.00	0.00%
November	2,642,643.71	3,070,756.97	3,860,836.73	3,606,171.73	4,035,310.35	3,599,570.32	5,140,626.01	5,006,519.16	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	4,935,928.28	0.00	0.00%
Expense Budget										5,606,750.00

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

Human Services Cash Balance 2017-2025



<p style="text-align: center;">Pennington County Human Services Income Maintenance Unit 2025 Active Cases by Program</p>

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Cash												
MFIP	32	35	37	36								
DWP	4	4	2	3								
GA	44	47	52	53								
GRH	44	41	41	40								
MSA	48	48	49	49								
EA	1	1	1	0								
EGA	0	1	0	0								
TOTAL	173	177	182	181	0	0	0	0	0	0	0	0

Food

SNAP	605	617	612	604								
TOTAL	605	617	612	604	0	0	0	0	0	0	0	0

Health Care

MA (MAXIS)	480	473	471	475							
IMD	1	1	1	1							
QMB	249	245	238	240							
SLMB	58	59	58	57							
QI-1	23	23	24	23							
MA (METS/MNsure)	958	969	979	979							
MCRE (METS)	64	59	66	63							
TOTAL	1,833	1,829	1,837	1,838	0	0	0	0	0	0	0

Total Active Programs	
1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20
21	22
23	24
25	26
27	28
29	30
31	32
33	34
35	36
37	38
39	40
41	42
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45	46
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59	60
61	62
63	64
65	66
67	68
69	70
71	72
73	74
75	76
77	78
79	80
81	82
83	84
85	86
87	88
89	90
91	92
93	94
95	96
97	98
99	100

2,611	2,623	2,631	2,623	0	0	0	0	0	0	0	0
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Total Active Cases

2,000	2,005	2,023	2,020	0	0	0	0	0	0	0	0
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Pennington County Human Services
Income Maintenance Unit
Active Cases by Program
Apr-25

Cash	# Cases	## in HH	# Adults	# Children	
MFIP	36	70	26	44	Minnesota Family Investment Program
DWP	3	8	3	5	Diversory Work Program
GA	53	53	53	0	General Assistance
GRH	40	40	40	0	Group Residential Housing
MSA	49	49	49	0	Minnesota Supplement Aid
EA	0	0	0	0	Emergency Assistance
EGA	0	0	0	0	Emergency General Assistance
TOTAL	181	220	171	49	

Food					
SNAP	604	,198	720	478	Supplemental Nutrition Assistance Program
TOTAL	604				

Health Care					
MA (MAXIS)	475	482	411	71	Medical Assistance
IMD	1	1	1	0	Institute for Mental Disease
QMB	240	241	241	0	Qualified Medicare Beneficiary (Medicare Savings Program)
SLMB	57	58	58	0	Service Limited Medicare Beneficiary (Medicare Savings Program)
QI-1	23	24	24	0	QI-1 (Medicare Savings Program)
MA (METS/MNsure)	979				Medical Assistance (as of).
MCRE (METS)	63				MinnesotaCare (as of).
TOTAL	1,838	806	735	71	

TOTAL ACTIVE PROGRAMS:	2,623
TOTAL ACTIVE CASES:	2,020

Emergency Rental Expenditures			
Date	Case Number	Paid To	Amount Paid
4/10/25	155978	Jamar North Rentals Co, LLC	\$ 735.00
4/25/25	723053	Oak Lodge Apartments LLC	\$ 650.00
TOTAL EXPENDITURES			\$ 1,385.00