

Pennington County Human Service Committee

Meeting Agenda

May 19, 2020

7:00 am

Members Present

_____ Bruce Lawrence

_____ Don Jensen

_____ Cody Hempel

_____ Neil Peterson

_____ Darryl Tveitbakk

Section A

- I. Minutes: Review of 04/21/2020 HSC Meeting Minutes
- II. Personnel:
 - A. Personnel Actions

- III. General:
 - A. Update on CaseWorks, An EDMS (Electronic Data Management system).
 - B. Update on Response to COVID-19
 - C. The CY 2020 Family-Based and outpatient services Purchase of Service Agreement with Northwestern Mental Health Center.
 - D. Pennington County Pre-Petition Screening Team
 - E. Out-of-Home Cost Report
 - F. Month's End Cash Balance
 - G. Other

Section B

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

Section C

- I. Dates of Upcoming Committee Meetings:

05/19/2020
7:00 am

06/16/2020
7:00 am

07/21/2020
7:00 am

A regular meeting of the Pennington County Human Service Committee was held at 7:00 am, April 21, 2020, at the Pennington County Justice Center.

COMMITTEE MEMBERS PRESENT:

Darryl Tveitbakk
Don Jensen
Neil Peterson
Bruce Lawrence
Cody Hempel

STAFF MEMBERS PRESENT:

Julie Sjostrand, Director
Maureen Monson
Charles Lundgren

SECTION A

I. MINUTES:

- A. The March 17, 2020, 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. Charles Lundgren, Fiscal Supervisor is scheduled to complete probation on 5/25/2020. Charles is meeting position expectations and is successfully fulfilling job responsibilities. The Director recommends Mr. Lundgren be granted permanent status upon completion of the 6-month period. Upon conclusion of this presentation a recommendation was made to forward this item to the Consent Agenda.
- B. Kristie Kehn, Social Worker is scheduled to complete probation on 5/4/2020. Kristie is meeting position expectations and is successfully fulfilling job responsibilities. The Director recommends Ms. Kehn be granted permanent status upon completion of the 6-month period. Upon conclusion of this presentation a recommendation was made to forward this item to the Consent Agenda.
- C. The Director announced the hiring of Tammy Johnson to fill the Financial Supervisor position. Ms. Johnson will start her employment on May 4, 2020. Upon conclusion of this announcement a recommendation was made to forward this item to the Consent Agenda.

III. GENERAL:

- A. The Director presented an update on CaseWorks, an EDMS (electronic data management system).
- B. The Director presented an update on Response to COVID- 19.
- C. The Director presented the Pennington County Performance Report for Cash Assistance and SNAP timeliness Measures.
- D. The Out-of-Home cost Report through March 2020 was presented for Review.
- E. Month's end cash balance for February 2020 stand at \$3,277,046.86

SECTION B

- I. No Social Service cases were presented for special case review.
- II. The Director presented the Emergency Assistance/Emergency General Assistance March 2020 report of activity. The Director also reported the Income Maintenance open case count stands at 1,801.
- 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 it 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 19, 2020, at 7:00 a.m.

**Pennington County
Pre-Petition Screening Team**

The Minnesota Commitment Act of 1982 directs the organization of Pre-Petition Screening teams to conduct investigations pursuant to judicial commitments alleging chemical dependency, mentally ill or intellectually disabled. Pennington County Human Services, under the authority of the Pennington County Board, is the designated Agency in Pennington County Responsible for coordinating Pre-Petition Screenings.

The Pennington County Board appoints the following individuals to serve on the Pennington County Pre-Petition Screening Team.

Mitch Anderson	Human Services
Judy Graff	Human Services
Amy Nelson	Human Services
Julie Sjostrand	Human Services
Marcie Wallace	Human Services
Donza Erickson	Human Services
Ray Kuznia	County Sheriff
Melissa Larson	Deputy Sheriff
Jill Kruta	Sanford Health

Authorized 05/19/2020

Pennington County Board Chair



Minnesota Department of Human Services
Elmer L. Andersen Building
Commissioner Jodi Harpstead
Post Office Box 64998
St. Paul, Minnesota 55164-0998

May 1, 2020

Mr. Darryl Tveitbakk
Chair, Pennington County Board of Commissioners
PO Box 616
Thief River Falls, MN 56701

Re: Calendar year 2019 financial reporting

Dear Commissioner Tveitbakk:

It is my pleasure to commend you and your staff for perfect performance in meeting the Department of Human Services (DHS) financial reporting requirements for calendar year 2019. All key quarterly fiscal reports for programs your county participates in were submitted to our Financial Operations Division on or before the report deadlines and in perfect order. This effort required submission of 32 major reports covering the four calendar quarters of 2019. These reports are:

Local Collaborative Time Study (LCTS)*	Income Maintenance Expense
MFIP Consolidated Fund	Social Service Fund
Client Statistics	Title IV-E
SEAGR	BRASS-Based Grant Fiscal Report

*If your county participates in a "local collaborative," submission of this report may require the collection of multiple local partner reports for consolidated submission to DHS.

I know this accomplishment requires planning, an efficient operation, and teamwork within your county Human Services Department. The result is timely revenue for your county and compliance with federal reporting for us at the State. Please congratulate your management and staff on this superb effort.

Sincerely,

A handwritten signature in black ink that reads 'Jodi Harpstead'.

Jodi Harpstead
Commissioner

Cc: Juie Sjostrand, Pennington County Director

Purchase of Services Agreement
between
Northwestern Mental Health Center, Inc.
and
Pennington County Social Services

The following agreement is between Pennington County Social Services, 318 Knight Ave N, Thief River Falls, MN 56701, (hereafter referred to as the “Agency”), and Northwestern Mental Health Center, 603 Bruce Street, Crookston, MN 56716, (hereafter referred to as the “Provider”).

ARTICLE I. CONTRACT AUTHORITY

WHEREAS, the Provider is an organization licensed, certified or held responsible under Minnesota Department of Human Services Rule 28, 29, 47, 79, 245D, 245G or an approved vendor according to published county criteria or certified by Pennington County Social Services to provide mental health services to persons;

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

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

WHEREAS, the Agency and Provider agree to review and renegotiate the terms of this Agreement if there is a revision of Federal and/or State regulations causing this Agreement to become invalid or non-executable;

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

ARTICLE II. TERM OF AGREEMENT

The term of the agreement will be from January 1, 2020 and continue through December 31, 2020. This agreement shall be automatically renew for another one (1) year term, unless either party provides notice to the other of its intent to terminate this agreement not less than sixty (60) days before the end of the then current term.

ARTICLE III. TERMINATION OF AGREEMENT

Either party may terminate this contract with or without cause by providing the other party with at least sixty (60) day prior written notice, delivered by mail or in person. Before the termination date of this Agreement, Agency and Provider shall develop a transition plan for continuity of care of individuals served, transfer and/or keeping of clinical records in accordance with statute 245.466 Subd.3a. Agency may evaluate the performance of the Provider in regard to terms of this contract to determine whether such performance merits renewal of this contract.

ARTICLE IV. RECIPIENT RIGHTS

The Provider agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

ARTICLE V. CONFIDENTIALITY, HIPAA, and ACCESS TO RECORDS

A. Safeguard of Client Information: The use or disclosure by any party of information concerning an eligible client in violation of any rules or confidentiality provided for in Laws of Minnesota and the Code of Federal Regulations, or for any purpose not directly connected with the Agency's or Provider's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian, in conformance with the Minnesota Data Privacy Act. The Provider's Chief Operations Officer serving as the Compliance and Privacy Officer is designated as responsible for compliance for applicable state and federal rules and regulations.

B. HIPAA and HITECH Act Compliance: The Provider acknowledges that it is a covered entity as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) enacted as part of the American Recovery and Reinvestment Act of 2009. Provider assures that it is in compliance with HIPAA/HITECH requirements currently in effect. Provider must limit the use or disclosure of consumers' protected health information to purposes directly connected with the provision of services under this contract.

C. Access to Records: Provider agrees to the fullest extent as permitted by state and federal law, access to all information, including Protected Health Information (PHI), requested to facilitate continuity of service or to monitor the terms of this contract. All PHI shall be documented in accordance as to its use and disclosure; it will be appropriately safeguarded; and breach or misuse of PHI will be reported in accordance with applicable rules and regulations. Individuals shall have access to and the ability to amend their PHI and an accounting of disclosures. Provider shall release applicable records to the Agency or Department of Human Services, if requested; and upon termination, return or destroy all PHI in accordance with conventional record practices. It is understood that both parties are Covered Entities.

ARTICLE VI. SCOPE, RELATIONSHIP AND DELIVERY OF SERVICES

A. Scope of Services: The Agency agrees to purchase and the Provider agrees to furnish Adult and Children services within either or both an outpatient or community setting as defined in the most current Minnesota Department of Human Services Budgeting, Reporting and Accounting for Social Services Manual of Services and Definitions (BRASS Code Manual). The Provider shall deliver any and/or all of the services outlined in Exhibit A, of this agreement.

The Provider shall, in writing within thirty (30) days, notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of Purchased Services. Upon

notification, the Agency shall determine whether such inability will require modification or cancellation of said agreement.

Within the scope of clinical licensure, certifications, clinical disciplines and services provided, the Provider shall retain full discretion of the method and manner of performing the services set forth herein, in accordance with the terms hereof. Provider agrees that nothing herein contained is intended or should be construed in any manner as established or creating the relationship of co-partners and/or co-employer between the Agency and Provider, or as constituting Provider as the agent, representative or employee of Agency for any purpose or in any manner whatsoever.

B. Contract Relationship with County Social Services: The Provider through this agreement with the Agency shall provide services through the State of Minnesota's Medicaid Program, Prepaid Medical Assistance Plan, Commercial Health Plans and other funding sources. The Agency agrees that the Provider shall submit to the MN Department of Human Services a copy of County Social Services contracts in order to bill for and receive payment for all eligible Medical Assistance services provided.

C. Delivery of Services: Purchased services will be provided at the client residences, within the community, a location requested by the client, other Provider location via face to face, phone, e-mail, text, Secure and HIPAA compliant video-conference and tele-health delivery methods with appropriate consent that is consistent with client needs. The Provider is delivering or subcontracting out services at the following locations:

- 1) Crookston: 603 Bruce Street, Crookston, MN 56716
- 2) Crookston: Northwestern Apartments, 100 Gretchen Lane, Crookston, MN 56716
- 3) Crookston: Novel Cup, 101 West Robert St, Crookston, MN 56716
- 4) Crookston: Red River Valley Juvenile Center 600 Bruce Street, Crookston MN 56716
- 5) Crookston: North West Regional Corrections Center, HWY 75, Crookston MN 56716
- 6) Warren: North Valley Health Center, 109 S. Minnesota St, Warren, MN 56762
- 7) East Grand Forks: 1422 Central Ave NE, East Grand Forks, MN 56721
- 8) Fosston: First Care Medical Services dba Essentia Health Fosston, 900 Hilligoss Blvd SE, Fosston, MN 56542
- 9) Hallock: Kittson Memorial Healthcare, 1010 South Birch Ave., Hallock, MN 56728
- 10) Ada: Bridges Medical Center, dba Essentia Health Ada, 201 9th Street West, Ada, 56510
- 11) Ada: Norman County Social Services, 15 2nd Ave E, Ada, MN 56510
- 12) School Districts in Kittson, Mahnomen, Marshall, Norman, Pennington, Polk, Red Lake and Roseau Counties

D. Care Coordination: The Agency and Provider agree to engage in care coordination for mutual clients served or those who could benefit from integrating behavioral, primary health care and/or social services. The Agency and Provider will work with clients in obtaining appropriate bi-directional releases if authorized by the Provider. Upon obtained release, the Agency and Provider engages in care coordination with each other based on the patient choice and aligned with the client's preferences. This may include up to but not limited to referral for services, the sharing of verbal, written and/or secure digital means of communicating with each other, obtaining and confirming appointments are kept with each other. The Agency and Provider may participate in

care coordination meetings to better deliver medically necessary care and treatment. Care coordination may include communication for the purpose of responding to emergencies, routine care, treatment planning, diagnosis, treatment recommendations, transitional care between levels of care such as inpatient psychiatric/medical hospitalization or long term care facilities, medication management and reconciliation, withdrawal management and mental health crisis services. The Agency and Provider will each make its own clinical decisions regarding their patients care.

ARTICLE VII. PROVIDER CERTIFICATION, LICENSING and OVERSIGHT

The Provider agrees to keep current and up-to-date on applicable facility and/or programmatic certifications, licensures, rules and regulations governing the delivery of services. The Provider shall ensure all applicable employees retain and maintain appropriate credentials for licensure and billing.

The Agency in accordance with applicable Minnesota statues, rules and regulations (Minn. Stat.16B.97-Grants Management implemented through Office of Grant Management Policy Number: 08-10; MN Statute 9535.1740 Payment to county Boards) shall ensure the Provider upon request by the Agency or the MN Department of Human Services submits or makes available within a reasonable timeframe the following:

- 1) Cost reports related to services provided
- 2) Service Utilization of contracted services
- 3) Workforce and FTE's related to contracted services
- 4) Accessibility of contracted services

ARTICLE VIII. INDEPENDENT CONTRACTOR

Provider guarantees that it has full legal rights to render the services provided in this Contract and agrees that its status under this contract is that of an independent contractor. Provider is to be and shall remain an independent contractor with respect to all services performed under this Contract. Provider represents that it has, or will secure at its expense, all personnel required in performing services under this Contract. Any and all personnel of Provider or other person, while engaged in the performance of any work or services required by Provider under this Contract, shall have no contractual relationships with the Agency and shall not be considered employees of Agency and any and all claims that may or might arise under the Workers' Compensation Act of any State on behalf of any such person or personnel arising out of employment against Provider shall in no way be the responsibility of Agency. Provider does hereby hold Agency harmless and agrees to defend Agency from any and all such claims by persons associated with or engaged by Provider. Such personnel and/or other persons shall not require nor be entitled to any Compensation, Unemployment Compensation, severance pay or PERA from Agency by reason of Provider's operations under this Contract or the use of any process, equipment, machinery, or material in furnishing of the same.

ARTICLE IX. SUB-CONTRACTING

The Provider may enter into subcontracts for any of the work contemplated under this contract without written approval of the Agency. All subcontracts shall be subject to the requirements of this contract. The Provider shall be responsible for the performance of any subcontractor.

ARTICLE X. COMPENSATION and CLAIMS SUBMISSION

The Agency agrees to purchase and reimburse for the services delivered as outline in the Scope of Service and Rates in Exhibit A and make payment for Agency purchased services.

Authorized Agency purchased services and not to exceed amounts are outlined in Exhibit B. Provider shall ensure that payor of last resort funding mechanisms are utilized prior to billing the Agency. All available and applicable funding sources for services shall be coordinated and utilized appropriately, and billed using the Providers usual and customary rates as outlined in Exhibit A.

Provider Claims and Agency Payments shall be made as outlined in Exhibit B of the agreement following rates outlined in Exhibit A. All Provider invoices shall be submitted within 30 business days after the close of the previous month for services provided within 120 days of service delivery. The Agency shall make payment within thirty (30) days upon receipt of invoice.

No claim for services furnished by the Provider, not specifically outlined in the contract, will be allowed by the Agency, nor shall the Provider 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 contract.

Where end of the year services provided by the Provider cannot be billed within the current contract period, those services will be billed in the subsequent funding period.

ARTICLE XI. ELIGIBILITY and TERMINATION OF SERVICES

A. Eligibility: The parties understand and agree that the Agency shall determine preliminary and final eligibility of the client to receive the Purchased Services. Determination dependent on funding source is in accordance with eligibility criteria established by current relevant Minnesota Statutes and current relevant Minnesota Rules. Provider shall be responsible for determining when a service qualifies as medically necessary under another funding source such as but not limited to private insurance or for Minnesota Medical Assistance.

It is understood and agreed by both parties that eligible clients and/or responsible parent or guardian, when applicable, shall have fees charged and collected in accordance with the policies and procedures adopted by the Commissioner of Human Services in accordance with the provisions of current relevant Minnesota Statutes.

B. Termination of Services: The Provider shall notify the Agency within thirty (30) days of the proposed date to discharge or terminate a service to a client. The Provider shall not discharge or terminate a service to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other clients or Provider. The Provider shall establish written

procedures for discontinuing services to a client in accordance with current relevant Minnesota Rules.

ARTICLE XII. INDIVIDUAL SERVICE PLAN (ISP)

The parties understand and agree that all services provided to eligible recipients under the terms of this contract shall be in accordance with the ISP, developed with, for and on behalf of the individual client. The Agency may delegate the development of ISPs to the Provider to facilitate coordination, reduce duplication and to be used by both parties when applicable.

ARTICLE XIII. PROVIDER REPORTING

The provider shall participate in providing written or verbal aggregate or clinical reports as applicable with state and federal rules and regulations to the Agency at a mutually agreeable schedule or timeframe that may include but not limited to the following:

- 1) Financial
- 2) Performance
- 3) Service Utilization
- 4) Clinical documentation such as: Comprehensive Evaluations/Diagnostic Assessments, Individual Treatment Plans, Progress Notes, Admission and Discharge Summaries
- 5) Clinical Outcomes

The Provider shall cooperate with monitoring procedures and allow personnel of the Minnesota Department of Human Services, the Agency, and any other relevant agency/department access to the Provider's facility and records at reasonable hours to exercise their responsibility to monitor purchased services. Provider shall retain complete records per the governing records and retention policies.

ARTICLE XIV. BONDING, INDEMNITY, AND AUDIT CLAUSE

A. Indemnity: The Provider agrees that it will at all times indemnify and hold harmless the Agency from any and all claims, liability, loss, damages, costs or expenses which may be claimed against the Agency or Provider by reason of personal injury, death or property damage to a service client arising out of or resulting from services provided by Provider on premises owned by or leased to Provider under a written lease agreement or when such personal injury, death or property damage results from or arises out of the Provider's negligence in performing services under this agreement, including negligence in transporting service clients vehicles owned or operated by the Provider.

B. Insurance: The Provider further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$1,000,000 for bodily injury or property damage to any one person and \$3,000,000 for total injuries or damages arising from any one incident. The Provider has in force a separate insurance policy with Employee Dishonesty/Theft coverage in the amount of \$500,000 which is intended to cover the activity of all of its personnel.

C. Audit: Unless otherwise agreed to by the Agency, the Provider agrees that within 120 days of the close of its fiscal year an audit will be conducted by a Certified Public Accounting Firm which will meet the requirements of the Single Audit Act of 1984, P.L. 98-502 and the Office of Management and Budget Circular No. A-128. In any case, after completion of the audit, a copy of the audit report must be made available to the Agency upon request.

ARTICLE XV. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS AND NONDISCRIMINATION

This Provider 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.

ARTICLE XVI. PROVIDER DEBARMENT AND SUSPENSION

Current regulation may prohibit the State or County Social Service Departments from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes may provide the Commissioner of the Department of Administration with the authority to debar and suspend vendors who seek to contract with the State or County Social Services. 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.

Provider certifies that it and its principals* and employees upon delivering local/state/federal funded services:

- 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 or possesses any 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.

*“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).

ARTICLE XVII. MISCELLANEOUS PROVISIONS

A. Amendment: Except as otherwise stated in this Agreement, any alterations, variations, modifications, or waivers of provisions of this contract shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this contract.

B. Extent of Contract: This contract and additional and supplementary documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto and no other contracts, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind either of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives and have affixed their respective hands effective as of the day and year first mentioned above.

By: _____ Date _____
 Pennington County Social Service Director
 “Agency”

By: _____ Date _____
 Pennington County Board Chairperson
 “Agency”

By: _____ Date _____
 Pennington County Attorney
 “Agency”

By: _____ Date _____
 Northwestern Mental Health Center, CEO
 “Provider”

By: _____ Date _____
 DocuSigned by:
 Jim Duckstad
 Northwestern Mental Health Center, Board Chairperson
 “Provider”

4/23/2020

EXHIBIT A**SCOPE OF SERVICES and RATES**

The Agency shall purchase statutorily required and ancillary services from the provider and the provider shall deliver services as mutually agreed upon. Depending on the service requested will determine the funding source billed. While coordination of care is primary, depending on the service provided and the funder will determine whether clinical information may be shared with the Agency. Services provided shall whenever possible align with the most current Brass Code Manual or the Minnesota Healthcare Program Manual. The services provided may be funded through and clinical information accessible to the Agency in the following ways:

- **Payer:** As requested by the Agency
 - **Accessed:** released upon Agency request to the Provider
- **Payer:** Through agreements with Minnesota Medicaid (MA)
 - **Accessed:** released upon Agency request to the Provider with valid Release of Information
- **Payer:** Through agreements with Prepaid Medical Assistance Programs (PMAP)
 - **Accessed:** released upon Agency request to the Provider with valid Release of Information
- **Payer:** Through agreements with Health Plans
 - **Accessed:** released upon Agency request to the Provider with valid Release of Information
- **Payer:** Through agreements with Commercial Insurance plans
 - **Accessed:** released upon Agency request to the Provider with valid Release of Information

The following are the services, description/definition of services, criteria and rates outlined for Adult, Children, Outpatient, Substance Use Disorder and Supervision services that may be provided for and purchased by the Agency and/or Medicaid/PMAP and other third party billing sources.

CLINICAL SUPERVISION: Adult and/or Children Rule 79-Targeted Case Management

The Agency may request and Provider may deliver supervision to Agency employees who are in need of clinical supervision in order for the Agency to meet the targeted case management service staffing requirements. The Agency and Provider shall follow the MHCP manual requirements for supervision and the Agency shall reimburse the Provider for its time in providing supervision. At the request of the Agency, Provider will provide clinical supervision to Agency's social workers during the contract term. If a Provider clinician is unable to keep a prescheduled clinical supervision it is Provider's responsibility to inform Agency of the cancellation and plans to

reschedule. Supervision may be provided either in person or via video conference. The following are the criteria to utilize by the Agency and the Provider when supervision is provided.

Agency shall:

- Notify the Provider's Care Team Supervisor within the Agency's area of any employee in need of supervision.
- Notify Provider of the amount and frequency of supervision needed by employee.
- Make employee's schedule consistently available to meet with the supervisor.
- Be responsible for maintaining the supervision record of each employee supervised.
- Notify provider when supervision quantity and frequency require adjustment due to changes in criteria.
- Ensure that employees attending supervision are prepared and expected to actively participate, accept feedback and clinical direction.
- Notify Provider a minimum of twenty-four (24) hours in advance of a prescheduled supervision session it wishes to cancel.

Provider shall:

- Provide or arrange for supervision of Agency employees.
- Work with Agency employee to develop a schedule and supervision plan.
- Schedule regular individual and/or group supervision with Agency employee.
- Review as needed the effectiveness of supervision.
- Review and sign case plans and functional assessments as required by MHCP policy for children's and adult targeted case management (MS 256B.0625 § 62, MS 245.462 § 4 a).

ALL PATIENTS - MENTAL HEALTH SERVICES

- The following services may be provided to any patient meeting medical necessity for an eligible insurance or referred by the county.
- Mobile Crisis Services (that are not covered by a third party payer) are funded through a DHS grant, and contracted through the Fiscal Host, shall be billed to the Fiscal Host for reimbursement to the Provider.

DHS Brass Manual Service Name		
BRASS Code	Rate	
401	\$256/hr MD/CNS/NP	Information and Referral

DHS Brass Manual Service Name	BRASS Code	Rate
		\$162/hr Doctoral \$147/hr MH Professional
Community Education and Prevention	402	\$256/hr MD/CNS/NP \$162/hr Doctoral \$147/hr MH Professional
Early Identification and Intervention	407	\$162/hr Doctoral \$147/hr MH Professional
Pre-Petition Screening/Hearing	409	\$256/hr MD/CNS/NP \$162/hr Doctoral \$147/hr MH Professional
Transportation	416	60 cents per minute, all levels
Client Flex Funds	418	<u>County-Funded</u> Reimbursed at actual cost to Provider
Peer Support Services (Family or Individual)	420	Individual: \$120/hr Group: \$66/hr
Emergency Response Services	451	\$256/hr MD/CNS/NP \$190/hr Doctoral \$175/hr MH Professional \$120/hr Consult Prof
Interpreter Services	615 (Adult) 115 (Child)	<u>County-Funded</u> \$147/session all levels (rate represents estimated actual cost to Provider)
Mobile Crisis Services	431 (Adult) 432 (Child)	\$200/hr Assessment \$200/hr Intervention \$200/hr Stabilization Travel 60 cents per minute, all levels

DHS Brass Manual Service Name	BRASS Code	Rate
<p>Outpatient Comprehensive Evaluation/Diagnostic Assessment, Psychological and Neuropsychological Testing/Explanation of Findings</p>	<p>408 (Adult) 405 (Child)</p>	<p>\$200/hr Screening/Consult Phone or F2F \$420/day Stabilization bed</p> <p><u>Comprehensive Evaluation/Diagnostic Assessment:</u> \$337/session MD/CNS/NP \$228/session Doctoral and MH Professional</p> <p><u>Extended Comprehensive Evaluation:</u> \$533 all levels</p> <p><u>Initial Eval:</u> \$182 all levels</p> <p><u>Psych/Neuropsych Testing:</u> \$162/hr Doctoral</p> <p><u>Interactive Complexity Add-on:</u> \$20/session all levels</p>
<p>Outpatient Psychotherapy</p>	<p>452 (Adult) 453 (Child)</p>	<p><u>Individual:</u> 16-37 Minutes \$143/session MD/CNS/NP \$125/session Doctoral \$117/session MH Prof.</p> <p>38-52 Minutes \$192/session MD/CNS/NP</p>

DHS Brass Manual Service Name	BRASS Code	Rate
		\$147.50/session Doctoral \$140/session MH Prof. 53+ Minutes \$256/session MD/CNS/NP \$215/session Doctoral \$200/session MH Prof. Family: \$256/hr MD/CNS/NP \$221/session Doctoral \$206/session MH Prof. Group: \$66/session all levels
Outpatient Medication Management	454 (Adult) 455 (Child)	New Patient: 99201 \$63 99202 \$126 99203 \$189 99204 \$295 99205 \$379 Established Patient: 99211 \$20 99212 \$76 99213 \$116 99214 \$179 99215 \$253
Functional Assessment	N/A	\$182/hr. MH Professional
Clinical Supervision	N/A	\$256/hr MD/CNS/NP

DHS Brass Manual Service Name	BRASS Code	Rate
ITV site origination	N/A	\$145/hr Doctoral \$130/hr MH Professional <u>Insurance and County-Funded</u> \$36 per event - all levels

ADULT - MENTAL HEALTH SERVICES

- Community Support Program Services of: Client Outreach, Community-based services, and Basic Living/social skills community intervention.
- Northwestern Apartments
 - Transitional Housing
 - Support Services
- The Provider shall deliver Mental Health Targeted Case Management (MH-TCM) and be compensated directly by DHS. DHS will bill each county for the non-federal share if the Provider's Certified Community Behavioral Health Clinic status changes. The Agency will establish a procedure to access the Rule 78 funding identified above to pay for the non-federal share of the MH-TCM services provided by this Provider. This is upon request by the Agency to the Provider to deliver this service.
- Assertive Community Treatment (BRASS Code 438) may be provided to eligible individuals upon Providers certification and reimbursed based on the Cost Based Reimbursement rate established by DHS.
- NW8 Adult Mental Health Initiative Services shall be delivered through a separate contract.

DHS Brass Manual Service Name	BRASS Code	Rate
Client Outreach	403	<u>County-Funded</u> \$120/hr all levels
Supported Employment and Individualized Placement and Support Service	437	<u>County-Funded</u> All levels: \$120/hr
Basic Living/Social Skills and Community Intervention	446	\$120/hr all levels

DHS Brass Manual Service Name	BRASS Code	Rate
Adult Rule 79 (Minnesota Rules, parts 9520.0900 to 9520.0926) Case Management	491	\$492/month (TCM) all levels
Peace Officer Evaluation	N/A	\$400/flat rate all levels
Northwestern Apartments	N/A	\$190/day

CHILDREN'S MENTAL HEALTH SERVICES

- Agency requested Children Mental Health and ancillary services will be provided on a fee for service basis for:
 - Client Outreach
 - Community-based services
 - Family Group Decision Making
 - Treatment Planning
 - Functional Assessments
 - County Paperwork
- The Provider shall deliver Mental Health Targeted Case Management (MH-TCM) and be compensated directly by DHS. DHS will bill each county for the non-federal share if the Provider's Certified Community Behavioral Health status changes. The Agency will establish a procedure to access the Rule 78 funding identified above to pay for the non-federal share of the MH-TCM services provided by this Provider. This is upon request by the Agency to the Provider to deliver this service.

DHS Brass Manual Service Name	BRASS Code	Rate
Family Group Decision Making	166	<u>County-Funded</u> \$120/hr MH Professional
Client Outreach (Family Community Support Services)	404	\$120/hr all levels

DHS Brass Manual Service Name	BRASS Code	Rate
Child Level of Care Determination	410	\$256/hr MD/CNS/NP \$162/hr Doctoral \$147/hr MH Professional <u>County-Funded</u>
Other Family Community Support Services (FCSS)	430	<u>Individual/Family:</u> \$120/hr all levels <u>Group:</u> \$66/session MH Professional
Child Respite Care	489	<u>County-Funded</u> Reimbursed at actual cost to Provider upon approval from County
Child Rule 79 (Minnesota Rules, parts 9520.0900 to 9520.0926) Case Management	490	\$604/month (TCM) All levels
Mental Health Clinical Service Plan Development	496x	<u>County-Funded</u> \$120/hr MH Professional
Requested Paperwork	N/A	<u>County-Funded</u> \$120/hr MH Professional
CTSS Psychotherapy	N/A	<u>Individual:</u> 16-37 Minutes \$143/session MD/CNS/NP

DHS Brass Manual Service Name	BRASS Code	Rate
		\$125/session Doctoral \$117/session MH Prof <u>38-52 Minutes</u> \$192/session MD/CNS/NP \$147.50/session Doctoral \$140/session MH Prof. <u>53+ Minutes</u> \$256/session MD/CNS/NP \$215/session Doctoral \$200/session MH Prof. <u>Family:</u> \$256/hr MD/CNS/NP \$221/session Doctoral \$206/session MH Prof.
CTSS Skills	N/A	\$125/hr all levels
CTSS Group	N/A	\$66/session all levels
CTSS Travel	N/A	60 cents per minute

COMPENSATION AND CLAIMS

A. Authorized Services

All services outlined in Exhibits A-B are considered authorized services for the purposes of this agreement.

If Provider believes a patient would significantly benefit from services, and that the patient would not seek services unless those services were subsidized, Provider may contact Agency for authorization and negotiate terms of payment.

B. Services Not To Exceed:

The Provider shall deliver services in each of the Program Services areas utilizing the rates found in the Exhibits and shall not bill for services that exceed the contract ceiling amounts listed below.

Program Services	Contract Ceiling	Fees in Exhibit Number
Children’s Mental Health Services	As prior authorized by Agency and reimbursed at Provider Rate	A
Outpatient Services	As prior authorized by Agency and reimbursed at Provider Rate	A

C. Claims Submission:

1) Invoicing: The Provider within thirty business days following the last day of each calendar month shall submit a standard invoice for services provided. The Invoice shall include:

- a) total program and administrative expenditures for the month; and

- b) an itemized account of each social services eligible individual served
 - i. name (or initials)
 - ii. service dates
 - iii. identifying service(s) provided
 - iv. number of units and cost per unit.

- 2) Response to Invoice: Within 30 days of receipt of the invoice the Agency is expected to respond with payment for the entire invoice provided, or a partial payment for the invoice with reasons for all remaining services that were not paid so both parties have timely transparency to any billing concerns.

- 3) Children's Mental Health Services: The Provider shall obtain prior authorization from the Agency in order to utilize funding for the Providers North Star Summer Program services. Provider may invoice Agency for referred client's time lost due to client missed appointment if unable to fill missed appointment time. Provider may invoice for travel time of said missed appointment when already driven to appointment. Provider shall notify the Agency when an appointment is a no show.

- 4) Targeted Case Management: The Provider will bill the State of Minnesota for Mental Health Targeted Case Management (MH-TCM) for adults or children at the rates listed in Exhibit A and be compensated directly by DHS. While the Provider retains CCHBC status, the Agency shall not be billed the non-federal match share. Should the Provider's CCBHC status change, DHS will bill each county for the non-federal share. The Agency will establish a procedure to access the Rule 78 funding to pay for the non-federal share of the MH-TCM services provided by this Provider.

- 5) The Provider will not charge any program or service fee to eligible clients that are covered under public, and/or private insurance/health plans. The agency accepts responsibility for co-pays and/or deductibles for dually eligible clients.

- 6) The Provider may bill Agency for services provided to clients who have not initiated or completed an application to the County when the presenting problem prohibits or otherwise precludes the completion of an application prior to service delivery. Services provided under this provision shall be limited to:
 - a) 90 days from the initiation of services, following which a prior authorization is required for continuation of services; and
 - b) Not to exceed 10 hours of services for a client prior to the completion of an application, after which a prior authorization is required.

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Expense	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020	YTD	2019	Change
Foster Care	\$ 4,639.68	\$ 4,162.68	\$ 5,005.10	\$ 5,350.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,158.30	\$ 54,638.36	-64.9%
Rule 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,957.00	-100.0%
Rule 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 597.00	-100.0%
Rule 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,922.56	-100.0%
Corrections	\$ 19,148.00	\$ 20,665.00	\$ 15,160.00	\$ 13,599.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 68,572.00	\$ 131,450.00	-47.8%
Adoption Aid	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,731.58	-100.0%
Totals	\$ 23,787.68	\$ 24,827.68	\$ 20,165.10	\$ 18,949.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 87,730.30	\$ 219,296.50	-60.0%

Revenue	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020	YTD	2019	Change
Reimburse	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,424.78	-100.0%
MH Recovery	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
4E Recovery	\$ -	\$ -	\$ 262.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 262.00	\$ 10,128.00	-97.4%
NFC Settlement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Totals	\$ -	\$ -	\$ 262.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 262.00	\$ 16,552.78	-98.4%

Net Expense	\$ 23,787.68	\$ 24,827.68	\$ 19,903.10	\$ 18,949.84	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 87,468.30	\$ 202,743.72	-56.9%
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2019 Totals	\$ 20,488.08	\$ 14,398.54	\$ 18,389.66	\$ 18,870.82	\$ 18,361.32	\$ 20,815.17	\$ 18,634.30	\$ 13,204.44	\$ 10,724.29	\$ 13,159.48	\$ 18,162.97	\$ 17,534.65			
YTD Change	\$ 3,299.60	\$ 13,728.74	\$ 15,242.18	\$ 15,321.20	\$ (3,040.12)	\$ (23,855.29)	\$ (42,489.59)	\$ (55,694.03)	\$ (66,418.32)	\$ (79,577.80)	\$ (97,740.77)	\$ (115,275.42)			

Expense	2019 January	2019 February	2019 March	2019 April	2019 May	2019 June	2019 July	2019 August	2019 September	2019 October	2019 November	2019 December	YTD
Foster Care	\$ 7,196.74	\$ 3,233.92	\$ 4,614.70	\$ 4,346.82	\$ 4,591.2	\$ 5,498.49	\$ 3,297.66	\$ 6,121.44	\$ 3,242.29	\$ 4,301.48	\$ 3,225.97	\$ 4,967.65	\$ 54,638.36
Rule 4	\$ -	\$ 2,396.30	\$ 2,164.40	\$ 2,396.3	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 6,957.00
Rule 8	\$ -	\$ -	\$ -	\$ -	\$ 597	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 597.00
Rule 5	\$ 4,367.51	\$ 4,420.29	\$ 4,122.4	\$ -	\$ 0	\$ 1,030.68	\$ 8,981.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,922.56
Corrections	\$ 9,815.00	\$ 10,445.00	\$ 8,400.00	\$ 10,662	\$ 15,295	\$ 14,796	\$ 8,060	\$ 8,502	\$ 7,482	\$ 9,002	\$ 14,937	\$ 14,054	\$ 131,450.00
Adoption Aid	\$ -	\$ -	\$ -	\$ 2,377.58	\$ -	\$ 354	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ 2,731.58
Totals	\$ 21,379.25	\$ 20,495.51	\$ 19,301.54	\$ 19,782.70	\$ 20,483.20	\$ 21,679.17	\$ 20,339.30	\$ 14,623.44	\$ 10,724.29	\$ 13,303.48	\$ 18,162.97	\$ 19,021.65	\$ 219,296.50
Revenue	2019 January	2019 February	2019 March	2019 April	2019 May	2019 June	2019 July	2019 August	2019 September	2019 October	2019 November	2019 December	YTD
Reimburse	\$ 891.17	\$ 923.97	\$ 911.88	\$ 911.88	\$ 72.88	\$ 864.00	\$ 1,705.00	\$ -	\$ -	\$ 144.00	\$ -	\$ -	\$ 6,424.78
MH Recovery	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4E Recovery	\$ -	\$ 5,173.00	\$ -	\$ -	\$ 2,049.00	\$ -	\$ 1,419.00	\$ -	\$ -	\$ -	\$ -	\$ 1,487.00	\$ 10,128.00
NFC Sewettlement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Totals	\$ 891.17	\$ 6,096.97	\$ 911.88	\$ 911.88	\$ 2,121.88	\$ 864.00	\$ 1,705.00	\$ 1,419.00	\$ -	\$ 144.00	\$ -	\$ 1,487.00	\$ 16,552.78
Net Expense	\$ 20,488.08	\$ 14,398.54	\$ 18,389.66	\$ 18,870.82	\$ 18,361.32	\$ 20,815.17	\$ 18,634.30	\$ 13,204.44	\$ 10,724.29	\$ 13,159.48	\$ 18,162.97	\$ 17,534.65	\$ 202,743.72

Human Service's Month End Balance

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
January	929,075.49	1,197,979.30	1,389,512.16	1,271,780.24	1,417,880.34	1,647,300.14	1,814,014.90	2,182,630.66	2,271,729.26	2,772,063.80	3,288,028.76
February	903,465.27	1,157,578.43	1,331,478.96	1,198,866.83	1,307,072.82	1,618,976.04	1,801,985.24	2,138,616.83	2,176,762.19	2,732,919.27	3,403,266.76
March	810,094.43	1,096,732.38	1,165,062.80	1,062,709.62	1,159,500.45	1,375,360.09	1,655,070.89	1,800,227.71	1,844,672.30	2,547,429.81	3,277,046.86
April	506,305.55	825,804.92	819,532.72	808,225.65	930,693.70	1,088,964.93	1,347,248.60	1,539,707.40	1,525,256.03	2,361,226.50	3,009,330.45
May	447,916.22	768,561.39	678,196.10	552,664.08	693,604.86	961,748.47	1,294,231.42	1,426,858.37	1,528,544.15	2,327,158.79	
June	1,253,180.74	1,615,579.53	1,560,001.28	336,353.50	1,534,085.80	1,932,135.73	2,330,176.40	2,576,374.42	2,692,513.93	3,462,928.17	
July	1,327,951.41	1,313,679.13	1,659,331.53	1,693,689.91	1,538,687.96	2,047,715.90	2,367,725.88	2,650,496.79	2,874,408.12	3,554,336.75	
August	1,312,090.88	1,599,387.92	1,694,786.46	1,636,358.00	1,483,015.19	2,097,897.09	2,427,610.70	2,600,332.14	2,749,859.99	3,531,954.80	
September	1,094,067.41	1,349,316.27	1,431,613.15	1,468,683.30	1,236,816.55	1,844,296.27	2,121,578.06	2,362,913.96	2,518,750.84	3,294,188.08	
October	954,484.86	1,188,529.69	1,116,275.87	1,174,910.46	919,650.64	1,492,630.60	1,866,987.16	2,133,041.74	2,198,557.64	3,270,530.55	
November	1,422,560.89	1,732,295.38	877,736.63	1,756,882.42	1,900,971.24	2,213,985.52	2,638,930.35	2,642,643.71	3,070,756.97	3,860,836.73	
December	1,377,405.92	1,588,551.10	1,485,681.91	1,678,723.86	1,833,528.58	2,083,484.81	2,395,704.36	2,513,770.14	2,970,003.64	3,606,171.73	

**Pennington County Human Services
Emergency Assistance/Emergency General Assistance
Emergency Requests Related to Potential Evictions/Housing and Utilities
April-20**

Approvals

Eligibility Worker	File Date	Case	Request	Employment Status	Number of Children	Amount and Purpose	Agency Action	Date of Action
TOTAL						EA		\$0.00
						EGA		\$0.00

Denials

Eligibility Worker	File Date	Case	Request	Employment Status	Number of Children	Amount and Purpose	Agency Action	Date of Action
X157554	4/3/2022	2394458	Unknown	2 adults: 1 employed full time, one unemployed.	3	Unknown	EA denied. No emergency present. HH over 200% fpg.	4/22/2020
X157554	4/27/2020	1389333	Mortgage/utilities(past due)	2 Adults: Both Employed Full time	3	\$2692.30 - Mortgage, \$2694.78 - utilities	EA denied. No emergency present.	4/29/2020
X157554	4/8/2020	752939	Rent	1 Adult:Unemployed/MFIP	1	\$1320.00 past due rent.	EA Denied - No emergency present.	4/30/2020
x157550	4/21/2020	834309	None	1 adult-RSDI	0	Unknown	Denied - No emergency	4/21/2020

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

This Agreement is entered into by and between Thief River Falls Public Schools ISD# 564 (hereinafter referred to as the District) and Pennington County Human Services, hereinafter referred to as **Pennington County**

WHEREAS, the parties desire for the 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 Act (ESEA), as amended by the Every Student Succeeds Act (ESSA), youth placed in a 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 placement 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, child care institutions and pre-adoptive homes. This definition is consistent with the Fostering Connections Act (45 CFR 1355.20).

WHEREAS, pursuant to the Elementary and Secondary Act (ESEA), as amended by the Every Student Succeeds Act, the District is required to collaborate with child welfare agency to develop and implement procedures for how transportation for youth in foster care will be provided, arranged and funded, including the use of child welfare funding to cover costs for such transportation provided by the District. The District and **Pennington County** agree to share the costs of the transportation. This agreement outlines the developed agreement about shared costs 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 this Agreement shall be in effect from July 1, 2020 – June 30, 2021

2. EDUCATIONAL PLACEMENT DECISIONS:

Pennington County is responsible for determining 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 interests. **Pennington County** and/or representative of the school in which the child is currently enrolled will work with the **Pennington County** foster care contact to determine, based on the child's best interest, whether the child should remain in the school of origin or consider a transfer to the local zoned school for the child's new residence.

- 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, the District will negotiate with **Pennington County** to determine the best possible means of transportation. The District and **Pennington County** will share the transportation costs identified in Section 5a.
- d. Students residing in a foster care placement outside of District boundaries, but attending a 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 District. The District will negotiate with Pennington County to determine the best possible means of transportation. The District and Pennington County will share the transportation costs identified in Section 5a.
- e. Students placed in foster care within District and attending a non-ISD 564 Area School: The District will bear no financial responsibility for this student. **Pennington County** and the School District where the student attends are expected to make arrangements for transportation and the associated costs.

5. PAYMENT FOR SERVICES:

- a. The District and **Pennington County** agree to split the costs of the transportation described in Section 4c and 4d, 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 identified in this agreement are to be split equally; the District and the **Pennington County** agree to each assume/pay 50% of the costs.
- b. **Pennington County** has identified the agency's Social Services Supervisor as the point of contact from the agency to work directly with the Superintendent to ensure transportation arrangements are timely and authentic. All transportation requests are to be requested through the **Pennington County** point of contact to be honored.
- c. Transportation services will be provided by the District and its contracted transportation providers, when possible. If due to driver or vehicle unavailability, **Pennington County** will be responsible for transportation of the student placed in foster care.
- d. **Pennington County** will compensate the District for transportation provided outside of the District pursuant to this agreement at the rate billed to the District by the private transportation company. Copies of the invoices from the private transportation company will be provided to **Pennington County**.
- e. The District will submit itemized invoices to the **Pennington County** contact on a quarterly basis. The invoices will detail each trip provided by the District, the total time for each trip and the associated charge. Payment shall be made within 35 days of receipt of the invoice.
- f. In situations where transportation is being funded by **Pennington County**, the **Pennington County** point of contact will notify the Superintendent when foster care placements end.

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, its officers, employees and volunteers against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the others, its officers, employees and volunteers may hereinafter 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 a thirty (30) days written notice to the other party at the following respective address:

Thief River Falls Public School District ISD #564
230 LaBree Avenue South
Thief River Falls, MN 56701

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

10. STANDARDS:

The **District** and **Pennington County** shall comply with all applicable State 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 **District** or **Pennington County** because of this contract is governed by the Minnesota Government Data Practices Act, Minnesota Chapter 13, as amended, the Minnesota Rules implementing such act now in force or as adopted, as well as federal regulations on data privacy.

12. AMENDMENTS:

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

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**Pennington County
Pre-Petition Screening Team**

The Minnesota Commitment Act of 1982 directs the organization of Pre-Petition Screening teams to conduct investigations pursuant to judicial commitments alleging chemical dependency, mentally ill or intellectually disabled. Pennington County Human Services, under the authority of the Pennington County Board, is the designated Agency in Pennington County Responsible for coordinating Pre-Petition Screenings.

The Pennington County Board appoints the following individuals to serve on the Pennington County Pre-Petition Screening Team.

Mitch Anderson	Human Services
Judy Graff	Human Services
Amy Nelson	Human Services
Julie Sjostrand	Human Services
Marcie Wallace	Human Services
Donza Erickson	Human Services
Ray Kuznia	County Sheriff
Melissa Larson	Deputy Sheriff
Jill Kruta	Sanford Health

Authorized 05/19/2020

Pennington County Board Chair

