

# Pennington County Human Service Committee

## Meeting Agenda

November 17, 2020

12:00 pm

Members Present

\_\_\_\_\_ Bruce Lawrence                      \_\_\_\_\_ Don Jensen                      \_\_\_\_\_ Cody Hempel

\_\_\_\_\_ Neil Peterson                      \_\_\_\_\_ Darryl Tveitbakk

### Section A

- I. Minutes: Review of 10/20/2020 HSC Meeting Minutes
- II. Personnel:
  - A. Update on Social Worker position
  - B. Update on Social Services Supervisor
- III. General:
  - A. The CY 2021 Tri-Valley Transportation Business Contract between Tri-Valley Opportunity Council, Inc., and Pennington County Human Services.
  - B. The CY 2021 Children's Mental Health Screening State of Minnesota Department of Human Services County Grant Contract.
  - C. The CY 2021 Behavioral Health (Community-Based Services/Residential/Temporary Confinement and CD Assessment) Purchase of Service Agreements between Sanford Behavioral Health and Pennington County Human Services.
  - D. The CY 2021 MFIP/DWP Employment Services Purchase of Service Agreement with the Minnesota Workforce Center.
  - 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:

11/17/2020  
12:00 pm

12/15/2020  
12:00 pm

01/19/2021  
12:00 pm

A regular meeting of the Pennington County Human Service Committee was held at 7:00 am, October 20, 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  
Tammy Johnson

SECTION A

I. MINUTES:

- A. The September 15, 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. The Director announced Kelsey Sorgaard, Office Support Specialist, has been transferred to fill the METS Eligibility Worker position vacancy. The effective date of transfer will be 11/2/2020. Upon conclusion of the announcement a recommendation was made to forward this item to the Consent Agenda.
- B. Tammy Johnson, Financial Assistance Supervisor is scheduled to complete probation on 11/04/2020. Tammy is meeting position expectations and is successfully fulfilling job responsibilities. The Director recommends Ms. Johnson 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 presented an update on the hiring status of the Social Worker position.
- D. The Director presented a request to post, interview and hire for a second Social Services Supervisor. This position will be supervising Child Protection, Mental Health, Licensing and Child Care. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.

III. GENERAL:

- A. The Director and Maureen Monson, Adult Social Services Supervisor, presented an update on CaseWorks, an EDMS (electronic data management system).

- B. The CY 2021 Children’s Supervised Visitation/Visitation Exchange Purchase of Service agreement between Violence Intervention Project and this agency was presented for consideration. Proposed rates for 2021 will remain at the CY 2020 rates. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.
- C. The CY 2021 Tri-Valley Transportation Business Contract between Tri-Valley Opportunity Council and this agency was presented for consideration. This contract establishes rates and operation schedules for local transportation provided by the Tri-Valley Transportation Bus Services. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.
- D. The Out-Of-Home cost Report through September 2020 was presented for Review.
- E. Month’s end cash balance for September 2020 stand at \$ 3,781,078.10.

**SECTION B**

- I. No Social Service cases were presented for special case review.
- II. The Director presented the Emergency Assistance/Emergency General Assistance September 2020 report of activity. The Director also reported the Income Maintenance open case count stands at 1,839.
- 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: November 17, 2020, at 12:00 p.m.

## **2021 DEED MFIP/DWP Work Plan for Pennington County**

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

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

### **I. Program approach:**

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

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

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

### **II. Program Services:**

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

#### **A. Paid Employment Activities:**

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

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

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

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

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

#### **B. Job Search and Job Readiness Assistance:**

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

- Job search (hours that the participant spends applying for jobs; hours are documented by the participant);
- Job readiness assistance (includes one or more of the following, as needed):
  - writing a resume;
  - completing a job application;
  - learning effective job-seeking techniques and interviewing skills;
  - understanding what constitutes proper work attire and behavior on the job;
  - job shadowing
  - Informational interviewing with employers or industry experts
  - Life skills training
- Job readiness referrals for chemical health treatment, mental health treatment, and rehabilitation services.
- Support services are available to MFIP and DWP participants. Support funding is available to meet job search needs including transportation, job specific clothing, tools and other employment related needs. Participants must be meeting their employment plan requirements to be eligible for supportive services. ES counselors exercise diligence to ensure that support is issued for legitimate needs. Referrals are made as appropriate to other funding sources. If possible, participants are asked to contribute at least part of the expense.

#### **D. Job Clubs:**

Job Clubs are used to provide educational topics and best practices for creating and enhancing job search tools, to share job leads, and to provide group support. The focus of job clubs is on individual case management, group case management, and participant accountability. Documentation of the job search activities (activity logs) can be submitted before or after Job Club.

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

- Developing a master job application;
- Opening and closing an interview;
- Using positive skill statements;

- Answering tough interview questions;
- Making a good first impression (appropriate appearance);
- Identifying effective ways to find jobs;
- Developing an appropriate resume;
- Registration on Minnesotaworks.net.

### **E. Structured Job Search (SJS):**

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

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

CareerForce staff provide opportunities for the MFIP/DWP participant to access job search materials, workshops and job clubs provided by all staff and partners.

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

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

### **F. Retention Skill:**

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

- Networking: the hidden job market;
- Determining who has the power to hire;
- Contacting employers - finding job openings;
- Managing time and setting goals;
- Answering tough interview questions;
- Using appropriate phone and interview manners;
- Assertive communication;
- Using e-mail for job search - on-the-job communication;
- Negotiating a wage - personal finance;
- Determining your best job offer and not burning bridges - staying on the job;
- Identifying career ladder opportunities - being promoted;

- Managing job search stress;
- Answering questions honestly on applications - ethics;
- Opening and closing the interview;
- Motivating yourself for job search - keeping a positive attitude;
- Preparing for the interview - the importance of appearance and manners;
- Following up after the interview - writing thank you notes;
- Balancing work and home responsibilities.

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

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

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

- have access to a computer and internet, such as at home or at a local library;
- use e-based instructional tools and processes to conduct a job search:
  - register for [www.Minnesotaworks.net](http://www.Minnesotaworks.net)
  - complete Creative Job Search;
  - create a list of job leads;
  - email or fax a resume and job applications to the ES and/or employers;
  - email and/or phone a report of job search activity and weekly plans of action;
- Communicate regularly with the ES who approves and suggests structured job search activities.

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

#### **H. Structured Follow-Up:**

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

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

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

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

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

#### **J. Education and Training-Related Activities:**

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

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

For all education and training activities, staff obtain a statement or class schedule from the educational institution or training provider, activity logs, and signed statements or attendance records in order to document participation hours. A participant's weekly schedule is used to determine allowable hours of study time. Staff use the formula that Minnesota submitted to the United States Department of Health and Human Services - one hour of countable study time for each hour of classroom instruction.

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

A record of dates and hours of attendance for participants in GED, ABE, and ESL is submitted to DEED weekly by the Northwest Service Coop, the ABE provider.

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

#### **III. Family Stabilization Services:**

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

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



changed to an FSS plan. Once the documentation is received, the eligibility worker will be notified with a status update.

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

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

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

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

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

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

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

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

Childcare is available for activities included in the FSS plan.

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

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

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

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

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

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

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

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

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

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

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

#### **V. Indirect Services provided**

- Basic sliding fee education plan approval: review education plan, complete assessments if needed, provide counseling and education planning assistance and refer to funding sources and either approve or deny the education plan.
- GA assessments: meet with individuals referred by the adult unit. Assessment appointment includes work history, education, skills training, barriers to employment, mental and physical health considerations, interviewing ability, technological skills and assessment of employability.
- Documentation and accuracy of file information:
  1. Maxis coding: Maxis and Workforce One coding is compared for accuracy  
Status updates are used to communicate corrections needed to coding  
Sanction panel reviewed to confirm # of sanctions and status regarding curing the sanctions  
Infant exemption months are reviewed
  2. MAXIS and WF1 enrollment lists are compared to ensure that sanction face to face meetings, administrative reviews and face to face meetings for nearing the end of MFIP occur on a timely basis.
  3. ES staff schedule the meetings and maintain a record of results for each case.
  4. Files are reviewed for extended MFIP benefits and for those reaching the 60<sup>th</sup> month and closing without an extension of benefits.
- Community resources and general support:  
ES counselors provide information and referrals to multiple local resources  
Services are coordinated with other providers
- Participants are encouraged to investigate eligibility for unemployment insurance if applicable. CareerForce computers are available for filing UI claims and claiming benefits.

**Pennington County Human Services  
Income Maintenance Unit  
2020 Active Cases by Program**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>Cash</b>												
MFIP	39	40	40	51	53	58	58	58	62	64		
DWP	4	3	2	1	0	0	0	0	0	0		
GA	42	42	44	44	47	45	42	40	43	41		
GRH	45	48	46	49	50	49	46	46	45	46		
MSA	55	54	54	52	56	55	55	55	54	52		
EA	0	0	1	0	0	0	1	0	1	1		
EGA	1	1	0	0	0	1	0	1	1	0		
<b>TOTAL</b>	<b>186</b>	<b>188</b>	<b>187</b>	<b>197</b>	<b>206</b>	<b>208</b>	<b>202</b>	<b>200</b>	<b>206</b>	<b>204</b>	<b>0</b>	<b>0</b>

<b>Food</b>												
SNAP	484	473	474	491	501	484	463	469	468	463		
<b>TOTAL</b>	<b>484</b>	<b>473</b>	<b>474</b>	<b>491</b>	<b>501</b>	<b>484</b>	<b>463</b>	<b>469</b>	<b>468</b>	<b>463</b>	<b>0</b>	<b>0</b>

<b>Health Care</b>												
MA (MAXIS)	514	513	511	520	525	528	533	537	541	542		
IMD	7	8	8	7	7	6	7	7	6	6		
QMB	238	238	239	243	244	250	255	254	254	258		
SLMB	62	69	66	66	65	66	60	63	66	65		
QI-1	18	19	18	20	19	19	19	19	19	19		
MA (METS/MNsure)	778	785	820	820	851	851	862	870	884	884		
MCRE (METS)	45	44	44	44	52	52	53	53	51	51		
<b>TOTAL</b>	<b>1,662</b>	<b>1,676</b>	<b>1,706</b>	<b>1,720</b>	<b>1,763</b>	<b>1,772</b>	<b>1,789</b>	<b>1,803</b>	<b>1,821</b>	<b>1,825</b>	<b>0</b>	<b>0</b>

<b>Total Active Programs</b>												
	<b>2,332</b>	<b>2,337</b>	<b>2,367</b>	<b>2,408</b>	<b>2,470</b>	<b>2,464</b>	<b>2,454</b>	<b>2,472</b>	<b>2,495</b>	<b>2,492</b>	<b>0</b>	<b>0</b>

<b>Total Active Cases</b>												
	<b>1,774</b>	<b>1,771</b>	<b>1,801</b>	<b>1,821</b>	<b>1,855</b>	<b>1,822</b>	<b>1,805</b>	<b>1,824</b>	<b>1,839</b>	<b>1,830</b>	<b>0</b>	<b>0</b>

**Pennington County Human Services  
Income Maintenance Unit  
Active Cases by Program  
Oct-20**

<b>Cash</b>	# Cases	## in HH	# Adults	# Children	
MFIP	64	165	56	109	Minnesota Family Investment Program
DWP	0	0	0	0	Diversionsary Work Program
GA	41	41	41	0	General Assistance
GRH	46	46	46	0	Group Residential Housing
MSA	52	52	52	0	Minnesota Supplement Aid
EA	1	2	1	1	Emergency Assistance
EGA	0	0	0	0	Emergency General Assistance
<b>TOTAL</b>	<b>204</b>	306	196	110	

<b>Food</b>					
SNAP	463	811	520	291	Supplemental Nutrition Assistance Program
<b>TOTAL</b>	<b>463</b>				

<b>Health Care</b>					
MA (MAXIS)	542	553	465	88	Medical Assistance
IMD	6	6	6	0	Institute for Mental Disease
QMB	258	259	258	1	Qualified Medicare Beneficiary (Medicare Savings Program)
SLMB	65	69	69	0	Service Limited Medicare Beneficiary (Medicare Savings Program)
QI-1	19	23	23	0	QI-1 (Medicare Savings Program)
MA (METS/MNsure)	884				Medical Assistance (as of 10/2/2020)
MCRE (METS)	51				MinnesotaCare (as of 10/2/2020)
<b>TOTAL</b>	<b>1,825</b>	910	821	89	

<b>TOTAL ACTIVE PROGRAMS:</b>	<b>2,492</b>
<b>TOTAL ACTIVE CASES:</b>	<b>1,830</b>

## Attachment B

Minnesota Department of Employment and Economic Development  
CareerForce - Thief River Falls  
Budgeted Expenses - January 1, 2021 to December 31, 2021  
MFIP/DWP - Pennington County Social Services

1 FTE	
Direct Program	\$ 112,166.00
Client Support Services	\$ 2,400.00
Total	\$ 114,566.00

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

### Client Support Services:

Transportation:	\$ 1,000
Employment Related:	\$ 1,400
	\$ 2,400

### Transportation includes:

Vouchers issued for gas / oil based on client needs

Other transportation may include car repairs, oil changes, tire repair or replacement

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

## Contract for RTC (Rural Transportation Collaborative)

### Volunteer Driver Services

Contract Dates: January 2021 to December 2021

Name of Organization: Pennington County Social Services

Contact Person(s):

Contact Person Phone Number(s):

Billing Address: Pennington County Social Services

PO Box 340

Thief River Falls, MN 56701

#### Terms and Conditions

Tri-Valley Rural Transportation Collaborative (RTC) is a provider of mileage based volunteer transportation services. The purpose of this contract is to define the rights and obligations of the parties involved. The provisions in this contract establish the necessary and required minimum standards that the parties to this contract shall follow.

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT**. This contract shall be effective for the dates listed above.
  - a. If at any time Tri-Valley RTC or Pennington County Social Services is unhappy with the service, both parties will meet to see how the dissatisfaction can be handled.
  - b. RTC Clients will be picked up and dropped off at locations set forth by Pennington County and no additional pick-up or drop off locations will be provided for RTC Clients unless approved by Pennington County. Tri-Valley RTC will wait 15 minutes for passengers to be picked up before leaving pick-up location.
  - c. If RTC clients do not show for their scheduled ride(s), Pennington County will be charged for the no show mileage. Following a second no show, the RTC client will be sent the RTC No Show Policy. County Case worker will be notified as well. On the 3<sup>rd</sup> no show the rider will be suspended from services for 15 days.

- d. Pennington County will be responsible for setting up and paying for hotel rooms for drivers when overnight stays are required to complete the ride requested. The confirmation number will be listed on the referral for the driver.
- e. Pennington County caseworkers will give 48-hour notice of rides needed. If less than 48 hours the caseworker will call RTC to see if a driver is even available.
- f. Pennington County caseworkers will verify that all information is correct before sending a referral. This includes clients address, phone number, dob, appointment location name and address along with correct number of riders.
- g. Tri-Valley RTC has no control over weather conditions, if Tri-Valley RTC Program staff and/or volunteer driver feels the weather is becoming unsafe for travel, the RTC ride will be cancelled. Calls will be made to confirm cancellation of the scheduled ride(s).

II. **TRI-VALLEY RTC TRANSPORTATION OBLIGATIONS.** Tri-Valley RTC Transportation will provide transportation for Pennington County passengers as provided in the referral documentation.

III. **TERMS OF PAYMENT.** Payments shall be made by Pennington County within 30 calendar days after Tri-Valley Opportunity Council, Inc's presentation of invoices for services performed and acceptance of such services by Pennington County's authorized representative. See Attachment A for Payment Schedule.

IV. All services provided by Tri-Valley RTC Transportation pursuant to this contract shall be performed to the satisfaction of Pennington County, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

V. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

Pennington County's Authorized representative is:  
Name: Pennington County Social Services Director  
Address: PO Box 340, Thief River Falls, MN 56701  
Email address:

Tri-Valley's Authorized representative is:  
Name: Cynthia Pic, Transit Program Director  
Address: 1345 Fairfax Avenue, Crookston, MN 56716  
Email address: [cpic@tvoc.org](mailto:cpic@tvoc.org)

RTC Program Contact is:  
Name: Marcia Haglund, RTC Program Manager  
Address: 1345 Fairfax Avenue, Crookston, MN 56716  
Email address: [Marcia@tvoc.org](mailto:Marcia@tvoc.org)

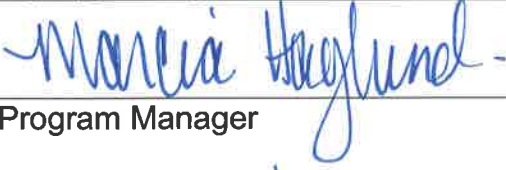


- VI. CANCELLATION AND TERMINATION.** This contract may be cancelled by Pennington County or Tri-Valley RTC Transportation at any time, with or without cause, upon sixty (60) days written notice. In the event of such a cancellation, Tri-Valley RTC Transportation shall be entitled to payment for services rendered.
- VII. PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Pennington County or its employees individually or jointly with others, or any subcontractors shall not be released prior to receiving the approval of Tri-Valley RTC Transportation's authorized representative.
- VIII. AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound there by.

APPROVED:

Tri-Valley Opportunity Council, INC.

By	
RTC Program Manager	
Date	10/26/2020

Pennington County Social Services

By (authorized signature and printed name)
Title
Date

Attachment "A"

Tri-Valley Opportunity Council  
102 N. Broadway Crookston, MN 56716

Effective 1-1-2018

**Access Service Common Carrier Transportation Rates for Medical Assistance (MA)  
Clients (Non-Waiver) and County Funded Clients:**

A0100/A0080	NET taxi or equivalent, Curb to Curb	\$11.00 base \$1.30 per loaded mile
A0100/A0080	Taxi or equivalent, Door to Door	\$11.00 base \$1.30 per loaded mile
A0100	Bus Transportation	See next paragraph

Bus service for local transportation with in the cities of Crookston, Ada, Mahnomen and Thief River Falls will be paid at \$2.00 per trip or \$4.00 per round trip for requested non-same day transportation. Requested same day transportation will be paid at \$3.00 per trip or \$5.00 per round trip. A trip cost of \$2.00 per trip will be paid for clients that schedule and fail to ride. Transportation available for rural routes will be billed at the scheduled rural route rate.

Meals and parking fees will be reimbursed as reasonable costs of related travel expenses as defined in the DHS Health Care Access Services Biennial Plan.

All reimbursed transports that involve more than one client will be paid at \$11.00 per additional client rider base rate for each pick up.

The rate for a no show will be at the current IRS rate of reimbursement for the miles driven or the in-town rate charge of \$8.00. This will depend on where the driver/ride is from.

Contractor agrees to administrate and coordinate authorized client access transportation through the most appropriate and cost effective method of transportation available.

No payments for transportation will be made for services provided to Prepaid Medical Assistance Plan (PMAP) enrollees eligible for reimbursement through a Managed Care Organization or where any private pay, or other third party reimbursement is available. Case workers need to verify the enrollee's eligible plan

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	YTD 2019	Change
Foster Care	\$ 4,639.68	\$ 4,162.68	\$ 5,005.10	\$ 5,350.84	\$ 4,114.20	\$ 5,471.86	\$ 5,964.40	\$ 8,047.60	\$ 8,177.18	\$ 11,221.08	\$ -	\$ -	\$ 62,154.62	\$ 46,444.74	33.8% x
Rule 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,957.00	-100.0%
Rule 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6.00	\$ -	\$ -	\$ -	\$ -	\$ 6.00	\$ 597.00	-99.0% x
Rule 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 22,922.56	-100.0%
Corrections	\$ 19,148.00	\$ 20,665.00	\$ 15,160.00	\$ 13,599.00	\$ 22,710.00	\$ 22,924.00	\$ 19,878.00	\$ 18,128.00	\$ 17,548.00	\$ 28,262.00	\$ -	\$ -	\$ 198,022.00	\$ 102,459.00	93.3% x
Adoption Aid	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 454.64	\$ -	\$ -	\$ -	\$ -	\$ 454.64	\$ 2,731.58	-83.4% x
<b>Totals</b>	<b>\$ 23,787.68</b>	<b>\$ 24,827.68</b>	<b>\$ 20,165.10</b>	<b>\$ 18,949.84</b>	<b>\$ 26,824.20</b>	<b>\$ 28,395.86</b>	<b>\$ 25,842.40</b>	<b>\$ 26,636.24</b>	<b>\$ 25,725.18</b>	<b>\$ 39,483.08</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 260,637.26</b>	<b>\$ 182,111.88</b>	<b>43.1%</b>

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	YTD 2019	Change
Reimburse	\$ -	\$ -	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 100.00	\$ -	\$ -	\$ -	\$ -	\$ 900.00	\$ 6,424.78	-86.0%
MH Recovery	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!
4E Recovery	\$ 1,440.00	\$ -	\$ -	\$ -	\$ -	\$ 178.57	\$ -	\$ 5,867.28	\$ 4,271.20	\$ 2,543.05	\$ -	\$ -	\$ 14,300.10	\$ 8,641.00	65.5%
NFC Settlement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
<b>Totals</b>	<b>\$ 1,440.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 800.00</b>	<b>\$ -</b>	<b>\$ 178.57</b>	<b>\$ -</b>	<b>\$ 5,967.28</b>	<b>\$ 4,271.20</b>	<b>\$ 2,543.05</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,200.10</b>	<b>\$ 15,065.78</b>	<b>0.9%</b>

<b>Net Expense</b>	<b>\$ 22,347.68</b>	<b>\$ 24,827.68</b>	<b>\$ 20,165.10</b>	<b>\$ 18,149.84</b>	<b>\$ 26,824.20</b>	<b>\$ 28,217.29</b>	<b>\$ 25,842.40</b>	<b>\$ 20,668.96</b>	<b>\$ 21,453.98</b>	<b>\$ 36,940.03</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 245,437.16</b>	<b>\$ 167,046.10</b>	<b>46.9%</b>
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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	\$ 1,859.60	\$ 12,288.74	\$ 14,064.18	\$ 13,343.20	\$ 21,806.08	\$ 29,208.20	\$ 36,416.30	\$ 43,880.82	\$ 54,610.51	\$ 78,391.06	\$ 60,228.09	\$ 42,693.44			

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
<b>Totals</b>	<b>\$ 21,379.25</b>	<b>\$ 20,495.51</b>	<b>\$ 19,301.54</b>	<b>\$ 19,782.70</b>	<b>\$ 20,483.20</b>	<b>\$ 21,679.17</b>	<b>\$ 20,339.30</b>	<b>\$ 14,623.44</b>	<b>\$ 10,724.29</b>	<b>\$ 13,303.48</b>	<b>\$ 18,162.97</b>	<b>\$ 19,021.65</b>	<b>\$ 219,296.50</b>
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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	<b>\$ 891.17</b>	<b>\$ 6,096.97</b>	<b>\$ 911.88</b>	<b>\$ 911.88</b>	<b>\$ 2,121.88</b>	<b>\$ 864.00</b>	<b>\$ 1,705.00</b>	<b>\$ 1,419.00</b>	<b>\$ -</b>	<b>\$ 144.00</b>	<b>\$ -</b>	<b>\$ 1,487.00</b>	<b>\$ 16,552.78</b>
<b>Net Expense</b>	<b>\$ 20,488.08</b>	<b>\$ 14,398.54</b>	<b>\$ 18,389.66</b>	<b>\$ 18,870.82</b>	<b>\$ 18,361.32</b>	<b>\$ 20,815.17</b>	<b>\$ 18,634.30</b>	<b>\$ 13,204.44</b>	<b>\$ 10,724.29</b>	<b>\$ 13,159.48</b>	<b>\$ 18,162.97</b>	<b>\$ 17,534.65</b>	<b>\$ 202,743.72</b>

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11-430-710-0000-5439



**State of Minnesota**  
**Joint Powers Agreement**  
**Minnesota Family Investment Program/Diversionsary Work Program (MFIP/DWP)**

THIS AGREEMENT, by and between Pennington County Human Services Board of Directors, 101 North Main, Thief River Falls, Minnesota 56701, herein after referred to as "Agency" and the State of Minnesota acting through its Commissioner of the Department of Employment and Economic Development (DEED) as delivered by Job Services, at the CareerForce location in Thief River Falls, 1301 Highway 1 East, Thief River Falls, Minnesota 56701, hereinafter referred to as the "Provider" or "State".

RECITALS:

Whereas, the State of Minnesota is empowered to enter into this agreement under Minnesota Statute § 471.59, subdivision 10; and

Whereas, funds have been made available to the Agency for the purpose of providing MINNESOTA FAMILY INVESTMENT PROGRAM (MFIP) and DIVERSIONARY WORK PROGRAM (DWP) Employment and Training Services (BRASS 237X) under Minnesota Statute 256J.50 and PL 104-193; and

Whereas, the Provider meets the provisions of state and/or federal standards for providing MFIP/DWP Case Management, Job Search, and Employment and Training services; and

Whereas, the Agency wishes to purchase MFIP/DWP Employment and Training services from the Provider.

The Provider and the Agency agrees as follows:

**1. Provider Duties/Obligations**

The Provider agrees to furnish the following services:

<b>MFIP/DWP Program:</b>	Orientation Employability Services Overview Assessment Individual Plan Job Readiness Job Placement On The Job Training Coordination/Referral Community Work Experience Program Diversionsary Work Services Universal Client Program
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## Family Stabilization Services

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

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

Upon request by the Agency, Provider may approve participants to receive continued ES services from the Provider after MFIP/DWP ends under the following circumstances:

- Participant has achieved the employment goal
- Participant has reached their 60-month lifetime MFIP eligibility

Determination of eligibility for MFIP/DWP employment services shall be completed by the Provider in accordance with the procedures in the Department of Human Services (DHS) Combined Manual.

- A. Any change in eligibility will initiate a notice by either Agency or the Provider within 14 days to the other party.
- B. Eligibility categories: MFIP/DWP registrants are defined as persons who have applied for MFIP/DWP services and payments, and who have been determined eligible by Agency for those services and payments.

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

For further details see **Exhibit A**, which is attached and incorporated into this agreement.

## **2. Term of Agreement**

- A. The effective date: January 1, 2021, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- B. The expiration date: December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

## **3. Provision of Training and Education Services, Definition of Participant, Monthly Review of Expenditures, and Service Locations**

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

- B. MFIP/DWP participants whose cases are closed or exempt more than 30 days and subsequently reopened and re-referred will be considered new participants.
- C. Agency and the Provider agree to monitor utilization of expenditures on a Monthly basis. If expenditures are substantially above or below projection, Agency and Provider may consider modifications to the terms of this agreement. Agency agrees to approach DHS for additional funds should the Provider's services exceeds the original funding available.
- D. Service locations are as follows:

CareerForce	and/or	Pennington County Human Services
1301 Highway 1 East		318 Knight Ave North
Thief River Falls, MN 56701		Thief River Falls, MN 56701

Other locations as agreed to by both parties.

#### 4. Payment

- A. Agency will pay Provider for services required under the MFIP /DWP Program. All payments for services will not exceed **\$114,566.00**. The **Diversions Work Program** will be funded at **\$15,159.00** and the **Minnesota Family Investment Program** Employment Services at **\$86,981.00**. If necessary, funds may be transferred between programs to serve client needs. No more than 7.5% (**\$12,426.00**) of billed services will be for **Administrative** expenses.

For further details see **Exhibit B**, which is attached and incorporated into this agreement.

- B. Agency's obligation to make payment hereunder is subject to review by their Board of Directors to ensure that payment is for a referred individual and has not previously been made. Said review shall be the final determination of Agency payment obligation. Nothing herein shall limit the right of either party to collect from the other any sums improperly paid or improperly withheld.
- C. Agency must make payments to the Provider based on 7.5% Administrative fees, the direct staff hours and client support funds that the State have expended each month. The Provider will promptly reimburse Agency any payments for MFIP/DWP received in excess of required payments hereunder.
- D. For MFIP/DWP, Agency shall not be obligated to honor claims, nor shall Provider claim for any services furnished or costs incurred by Provider, which are not specifically provided for hereunder or requested by Agency in writing during the term of this Agreement.



## 5. Authorized Representative

The Provider's authorized representative is:  
Lorrie Janatopolous, CareerForce Director, or her successor  
332 Minnesota Street, Suite E200  
St. Paul, MN 55101  
651-259-7572

The Agency's authorized representative is:  
Julie A. Sjostrand, Pennington County Human Services Director, or her successor  
318 Knight Ave N  
Thief River Falls, MN 56701  
218-681-2880, ext. ?

## 6. Audits and Record Disclosure

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

## 7. Government Data Practices

### A. Minnesota Government Data Practices Act

The Provider and Agency must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the Provider under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Provider under this agreement. The civil remedies of Minn. Stat. 13.08 apply to the release of the data referred to in this clause by either the Provider or the Agency.

If the Agency receives a request to release the data referred to in this Clause, the Agency must immediately notify the Provider. The Provider will give the Agency instructions concerning the release of the data to the requesting party before the data is released.

### B. HIPAA

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

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

Agency or Department of Human Services if requested; and upon termination, or destroy all IHI in accordance with conventional record destruction practices.

**8. Governing Law, Jurisdiction, and Venue**

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

**9. Equal Employment Opportunity and Civil Rights Clause**

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

**10. Rehabilitation Act Clause**

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

**11. Liability and Workers Compensation**

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

**12. Right to Rescind**

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

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

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

#### **14. Termination**

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

#### **15. Assignment, Amendments, Waiver, and Contract Complete**

**A. Assignment.** The Provider may assign or transfer rights or obligations under this agreement without the prior consent of the Agency.

**B. Amendments.** Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

**C. Waiver.** If the Agency fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.

**D. Contract Complete.** This agreement contains all negotiations and agreements between the Provider and the Agency.

#### **16. Publicity**

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the Provider's authorized representative.

#### **17. Legal Compliance**

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

IN WITNESS WHEREOF, Agency and Provider have signed this Agreement on the dates written below:

\_\_\_\_\_  
DEED CareerForce Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department of Administration

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chair, Pennington County Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Pennington County Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director, Pennington County Social Services

\_\_\_\_\_  
Date

Per Minn. Statute 373.02 and 375.13, Clerk of Board needs to attest signature of Chairman.

