

# Pennington County Human Service Committee

## Meeting Agenda

October 18, 2022

12:00 pm

Members Present

\_\_\_\_\_ Bruce Lawrence      \_\_\_\_\_ Dave Sorenson      \_\_\_\_\_ Seth Nelson

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

### Section A

- I. Minutes: Review of 09/20/2022 HSC Meeting minutes
- II. Personnel:
  - A. Update on Social Worker Position
  
- IV. General:
  - A. CY 2023 Rural Transportation Collaborative access transportation service contract with Tri-Valley
  - B. CY 2023 Purchase of Service Agreement with Occupational Development Center
  - C. Staff Presentation
  - D. Out-of-Home Cost Report
  - E. Month's End Cash Balance
  - F. 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:

11/15/2022

12:00 pm

12/20/2022

12:00 pm

01/17/2023

12:00 pm

A regular meeting of the Pennington County Human Service Committee was held at 9:00 am, September 20, 2022, at the Northwest Juvenile Center in Bemidji Minnesota.

COMMITTEE MEMBERS PRESENT:

Bruce Lawrence

Neil Peterson

Seth Nelson

STAFF MEMBERS PRESENT:

Julie Sjostrand, Director

Maureen Monson

Elizabeth Gerhart

Stacy Anderson

**SECTION A**

I. MINUTES:

The August 16, 2022, Human Service Committee Meeting Minutes were electronically posted for review. Noting no corrections or changes, a recommendation was made to forward the Minutes to the Consent Agenda.

II. PERSONNEL:

- A. The Director announced that Kaymee Denault has been hired to fill the Eligibility worker position. Ms. Denault starts her employment on October 3, 2022. Upon conclusion of the announcement a recommendation was made to forward this item to the Consent Agenda.
- B. The Director presented an update on the Social Worker/Disability Wavier position.

III. GENERAL:

- A. The CY 2023 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.
- B. The Director presented information on the Comprehensive Re-entry Program.
- C. The Out-of-Home Cost Report through August 2022 was presented for Review.
- D. Month's end cash balance for August 2022 stands at \$ 4,132,301.59.

**SECTION B**

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

- II. Tammy Johnson, Financial Assistant Supervisor presented the Emergency Assistance/Emergency General Assistance August 2022 report of activity. She reported the Income Maintenance open case count stands at 2070.
- 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: October 18, 2022, at 12:00 p.m.

# Contract for RTC (Rural Transportation Collaborative)

## Volunteer Driver Services

Contract Dates: **January 2023 to December 2023**

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

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

## **PURCHASE OF SERVICE AGREEMENT**

Pennington County Human Services, 318 North Knight Avenue, Thief River Falls, MN 56701, hereafter referred to as the "Agency" and Occupational Development Center, Inc., Highway 32 South, P.O. Box 730, Thief River Falls, MN 56701, hereafter referred to as the "Contractor" enter into this agreement for the period from January 1, 2023, to December 31, 2023.

### **WITNESSETH**

WHEREAS the Contractor is an organization approved and certified by the Rehabilitative Service Branch of the Council on Accreditation of Rehabilitation facilities and,

WHEREAS the Agency wishes to purchase such program services from the Contractor.

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

#### 1. Purchase of Service

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

1. Employment Support Services
2. Employment Exploration
3. Employment Development Services

b. Incorporated by reference, the Contractor agrees to provide:

- 1) An explicit description of the services to be provided:
- 2) Program content.

c. The Contractor shall, in writing within 10 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 such notification, Agency and Contractor shall determine whether such inability will require modification or cancellation of said contract.



## 2. Cost and Delivery of Purchased Services

- a. The total amount to be paid for such Purchased Services during the term of this contract shall not exceed \$10,000.
- b. Service costs identified in 1, a. shall be as noted on the attached 2023 Fee Schedule
- c. Purchased services will be provided at Highway 32 South, P.O. Box 730, Thief River Falls, MN 56701 and at various community service sites.

## 3. Eligibility for Services:

The parties understand and agree that the eligibility of the client to receive the purchased services is to be determined by the Agency. The parties understand and agree that the Agency shall determine preliminary and final client eligibility.

- a. It is understood and agreed by the parties, that for fee eligible recipients, fees shall be charged and collected in accordance with a fee policy and schedule adopted by the County Board of Commissioners.
- b. The Contractor shall not charge a program or service fee to social services eligible clients.
- c. When the Agency has determined that the client is no longer eligible to receive purchased services or that services are no longer needed or appropriate, the Agency shall notify the client of the proposed termination of services in writing at least 10 days prior to the proposed agency action, and of the client's right to appeal this proposed agency action.

The Contractor shall notify the Agency and the client in writing whenever the Contractor proposes to discharge or terminate services to a client. The notice must be sent at least 10 days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of services. The Contractor shall not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of the client or others.

## 4. Individual Services Plan

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

Performance of the Contractor will be monitored in accordance with client outcomes as specified in the Individual Service Plan goals and objectives.

The Agency shall not delegate the development of Support Service Plans (ISP's) to the Contractor.

5.) Payment for Purchased Services

- a. Certification of expenditures: The Contractor shall, within ten working days following the last day of each calendar month, submit a standard invoice for services purchased to the appropriate County Social Service Department.

The invoice shall show: (1) total program and administrative expenditures for the month; (2) an itemized amount by social services eligible individuals served, identifying the service(s) provided, number of units allocated to the provision of Purchased Services to reimbursement eligible clients. Contractor will submit claims for services via a Vendor Service Invoice.

- b. Payment: The Agency shall, within 30 days of the date of receipt of an invoice, make payment to the Contractor for all reimbursement eligible clients identified on the invoice.

6. Audit and Record Disclosures:

The Contractor shall:

- a. Send the following financial, statistical, and social services reports:

- (1) Progress Reports- as stated on the ISP (at least annually)
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_

- b. Allow personnel of the Agency, the Minnesota Department of Human Services and the Department of Health and Human Services access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased Services and access to and the right to copy records.
- c. Maintain all records pertaining to the contract at the Occupational Development Center, Highway 32 South, Thief River Falls, MN 56701, for four years for audit purposes.

- d. Comply with policies of the Minnesota Department of Human Services regarding: (1) social services recording as defined in the Department of Human Services Social Services Manual VI-5000; and (2) monitoring procedures as defined in the Social Services Manual X-1000.

#### 7. Safeguard of Client Information:

The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the purchased services hereunder is prohibited except upon written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

The Director of the ODC is the responsible authority in charge of all data collected, used or disseminated by the Contractor in connection with the performance of this contract. See Minnesota Statutes, section 13.46, subdivision 10.

It is expressly agreed that the Contractor is not a member of or included within the welfare system for purposes of the Minnesota Government Practices Act as a result of this contract. If the Contractor is independently required to comply with any requirements of the Minnesota Government Data Practices Act, the Contractor acknowledges that the Agency shall not be liable for any violation of any provision of the Minnesota Government Data Practices Act indirectly or directly arising out of, resulting from, or in any manner attributable to actions of the Agency, its agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions of this agreement.

#### 8. HIPAA

The Contractor agrees to 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 disclosure; release applicable records to the Agency or Department of Human Services if requested; and upon termination, return or destroy all IIHI in accordance with conventional record practices.

#### 9. Equal Employment Opportunity and Civil Rights and Nondiscrimination

The Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USE 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504.

#### 10. Fair Hearing and Grievance Procedures

The Contractor 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.

#### 11. Bonding, Indemnity, Insurance and Audit Clause

- a. Bonding: If needed, the Contractor shall obtain and always maintain, during the term of this agreement, a fidelity bond covering activity of its personnel authorized to receive or distribute monies. Such bond shall be in the amount of \$20,000.00.
- b. Indemnify: The Contractor agrees that it will always indemnify and hold harmless the Agency from any and all liability loss, damages, costs or expenses which may be claimed against the Agency or Contractor: (1) by reason of any service client's suffering personal injury, death, or property loss or damages while either participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or (2) by reason of any service client's causing injury to, or damage to, the property of another person during any time when the Contractor or his assigns, or employee thereof has undertaken or is furnishing the care and service called for under this agreement.
- c. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnify provisions set forth above, to at all times during the term of this contract, have and keep in force general liability insurance in the amount of Five Hundred Thousand Dollars (\$500,000) for bodily injury or property damage to any one person and One Million Five Hundred Thousand Dollars (\$1,500,000) for total injuries or damages arising from any one occurrence. See Minnesota Statutes, section 3.736 Subd. 4 (c ). The County and the Department must both be named as additional insured and shall be sent a certificate of insurance per Minnesota Statutory requirements. If applicable, the Contractor must also maintain professional liability insurance with a minimum aggregate amount of One Million Dollars (\$1,000,000).

- d. Audit: The Contractor agrees that within 60 days following the termination date of this contract, to conduct an audit of said contract, using a Certified Public Accounting Firm.

## 12. Contractor Debarment, Suspension and Responsibility Certification

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

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

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

- e. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for all 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 subsidiary, division, or business segment and similar positions)

#### Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at [www.dhhs.gov/progorg/oig/](http://www.dhhs.gov/progorg/oig/).

If you do not have access to the website, and/or need the information in an alternative format, contact: Julie Sjostrand, Contract Manager, Pennington County Human Services, at (218) 681- 2880.

### 13. Unavailability of Services

The Contractor certifies that the services to be provided under this agreement are not available without cost to eligible clients. The Contractor further certifies that payment for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.

### 14. Conditions of the Parties Obligation

- a. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of purchased services, the obligation of each party hereunder shall thereupon be terminated.

- b. This agreement may be canceled by either party at any time, with or without cause, upon 30 days' notice, in writing, delivered by mail or in person.
- c. Before the termination date specified in Section 1 of this agreement, the Agency may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
- d. Any alterations, variations, modifications or waivers or provisions of this agreement shall be valid only when they have been reduced to writing, duly signed and attached to the original of this agreement.
- e. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the agreement.
- f. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal Financial Participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.

#### 15. Subcontracting

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

#### 16. Miscellaneous

- a. Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any County Welfare Department(s) relating to the subject matter hereof.
- b. Extensions: This contract may be extended for a period of six months, at the options of the county. If the county desires to extend the term of the contract, it shall notify the provider in writing at least sixty days before the expiration of the contract. All terms of this contract will remain in effect pending execution of a contract amendment, execution of a new contract

or notice of termination as provided under section 1C

APPROVED AS TO FORM AND EXECUTION

BY \_\_\_\_\_  
County Attorney

DATED \_\_\_\_\_

BY \_\_\_\_\_  
Director, County Human Services Agency

DATED \_\_\_\_\_

BY \_\_\_\_\_  
Chairperson, Pennington County Board

DATED \_\_\_\_\_

BY \_\_\_\_\_  
Secretary of Board of \_\_\_\_\_  
(Contractor)

DATED \_\_\_\_\_

BY \_\_\_\_\_  
Director of Contracting Agency

DATED \_\_\_\_\_





**OCCUPATIONAL DEVELOPMENT CENTER, INC.  
FEE SCHEDULE 2022**

SERVICE	FEE	UNIT OF SERVICE
<b>SCREEN AND/OR INTAKE</b>	\$90.00	Per individual (once)
<b>EMPLOYMENT EXPLORATION SERVICES</b> Individualized services that allow for experience to strengthen informed choice in competitive, integrated employment.		
<b>EMPLOYMENT PLANNING SERVICES</b>		
On-the-Job Evaluation	\$65.00 \$90.00 \$65.00 \$90.00	Person Served Hours 9 miles or less Person Served Hours more than 9 miles Person Served hour 9 miles or less Person Served Hours more than 9 miles
Job Shadowing No hours charged for Job Shadowing	\$65.00 \$90.00	Staff Hours 9 miles or less Staff Hours more than 9 miles
<b>EMPLOYMENT DEVELOPMENT SERVICES</b> Individualized services that help people find competitive, integrated employment or attain self-employment.		
<b>JOB PLACEMENT/INDIVIDUAL PLANNING AND SUPPORTS</b>	\$55.00 \$70.00	Per hour 9 miles or less Per hour more than 9 miles
<b>JOB SEEKING SKILLS TRAINING</b>	\$55.00 \$70.00	Per hour 9 miles or less Per hour more than 9 miles
<b>EMPLOYMENT SUPPORT SERVICES</b> Individualized services that help people to maintain community employment in an individual or group arrangement.		
<b>JOB COACHING</b>	\$55.00 \$70.00	Per hour 9 miles or less Per hour more than 9 miles
<b>COMMUNITY BASED (Work Crews, Enclaves, Group arrangements)</b>	\$150.00 \$30.00	Per week Per day
<b>ORGANIZATIONAL EMPLOYMENT SERVICES</b>	\$150.00 \$30.00	Per week Per day
<b>PREVOCATIONAL SERVICES</b>		
<b>TRANSPORTATION</b>	\$12.00 \$24.00	9 miles or under – One Way More than 9 miles – One Way  Transportation will be negotiated per individual if the rate does not cover the cost.

Minnesota is an Employment-First state. Employment First means as a state we want to ensure everyone who wants to work in competitive, integrated jobs can do so with the supports they need. ODC will adhere by the Minnesota Employment First Policy.

Definition of Services available at the Occupational Development Center, Inc.

**Employment Services:**

**Employment Exploration Services:** Individualized services that allow for experience to strengthen informed choice in competitive, integrated employment.

**Employment Development Services:** Individualized services that help people find competitive, integrated employment or attain self-employment.

**Employment Support Services:** Individualized services that help people to maintain community employment in an individual or group arrangement.

**Day training and habilitation (DT&H):** Services that develop and maintain life skills for people with developmental disabilities or related conditions, so they can fully participate in community life. This is only available in our Grand Rapids, Thief River Falls, International Falls, and Warren locations.

**Prevocational services:** Services that prepare people with disabilities for jobs with competitive pay and help them achieve greater independence in their community. Prevocational services teach general work skills and concepts rather than specific work skills for a job. People with disabilities can receive prevocational services if they are not expected to participate in the general workforce within one year.

**Job Shadowing:** Job shadowing is a term used to describe a structured, informational visit to a work site that assists an individual to learn about work, through observation and talking with current employees who are doing the work.

**On-the-Job Evaluation (vocational evaluation)** – To assess a person's performance in a simulated or real work situation to determine the person's abilities, skills, attitudes toward work, and work behaviors. Methods may include job tryout or temporary job placements to assess the appropriateness of work environments or to promote placement/readiness.

**Job Site Training/Job Supports** – Services to assist an eligible individual perform work duties and retain employment in a competitive employment setting, including: training and assistance with work behaviors; assistance to employers and coworkers when necessary to assist the eligible individual to retain employment; etc.

**Individual Placement and Support** is a model of supported employment for people with serious mental illness. IPS Supported employment helps people living with behavioral health conditions work at regular jobs of their choosing. With this model of placement, integrated services are needed. This means there is involvement of mental health treatment teams, VRS, and case managers. Systematic Job Development, and Rapid Job Search will take place within the first 30 days of referral. This program is based off the person served preferences. The job development will be based off the job seekers preferences and choices

**Pennington County Human Services  
Emergency Assistance/Emergency General Assistance  
Emergency Requests Related to Potential Evictions/Housing and Utilities  
September-22**

**Approvals**

Eligibility Worker	File Date	Case	Request	Employment Status	Number of Children	Amount and Purpose	Agency Action	Date of Action
x157517	9/19/2022	2274521	Eviction	Rec's UNEA + looking for employment	1	\$675.00	EA Approved	9/19/2022
x157517	9/26/2022	920921	Eviction	Receiving RSDI monies - Child Support monies had stopped for a couple of months,	1	\$408.00	EA Approved	9/26/2022
X157560	9/19/2022	744840	Utility Deposit	1 Adult- RSDI/SSI & MSA	0	\$200 to turn on utilities	EGA Approved of \$100-VND pay set up for MSA to go to utilities office	9/29/2022
<b>TOTAL</b>						<b>EA</b>	<b>\$1,083.00</b>	
						<b>EGA</b>	<b>\$200.00</b>	

**Denials**

Eligibility Worker	File Date	Case	Request	Employment Status	Number of Children	Amount and Purpose	Agency Action	Date of Action
x157540	8/4/2022	2135611	Unknown	1 Adult - Unknown	0	Unknown	EGA Denied - Pended 30 days, incomplete app	9/6/2022
x157540	8/12/2022	174951	Past Due Utilities	1 Adult - RSDI	0	\$693.17+	EGA Denied - Pended 30 days, incomplete app	9/12/2022
x157540	8/24/2022	112608	Heat/Past Due Utilities	1 Adult - Employed	0	\$1,139.32	EGA Denied - Pended 30 days, incomplete app	9/23/2022
x157540	8/24/2022	1532762	Past Due Rent	1 Adult - Employed PT	0	\$1,110.00	EGA Denied - Pended 30 days, incomplete app	9/23/2022
x157540	9/14/2022	208227	Homeless	1 Adult - Unemployed	0	\$0, no perm. housing secured	EGA Denied - Not Cost Effective - no source of income.	9/15/2022
x157540	9/22/2022	2536581	None	1 Adult - Unemployed	0	None	EGA Denied - No Emergency	9/23/2022

Pennington County Human Services  
 Out Of Home Placement Costs  
 Year Ending December 31, 2022 & 2021

SS ss

	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	YTD	YTD 2021	Change
<b>Expense</b>															
Foster Care	13,569.61	13,572.11	23,485.54	12,341.42	13,533.23	20,574.68	16,978.75	16,809.44	14,812.71	-	-	-	145,677.49	118,594.41	22.8%
Rule 4	-	-	10,719.42	2,449.44	5,691.40	8,108.44	4,002.00	4,256.00	1,271.00	-	-	-	36,497.70	-	
Rule 8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Rule 5	-	-	-	-	-	-	-	-	-	-	-	-	-	1,062.04	-100.0%
Corrections	16,531.00	5,173.00	12,769.00	15,149.00	31,967.80	16,562.00	20,854.00	-	56,588.28	-	-	-	175,594.08	219,653.90	-20.1%
Adoption Aid	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
<b>Totals</b>	<b>30,100.61</b>	<b>18,745.11</b>	<b>46,973.96</b>	<b>29,939.86</b>	<b>51,192.43</b>	<b>45,245.12</b>	<b>41,834.75</b>	<b>21,065.44</b>	<b>72,671.99</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>357,769.27</b>	<b>339,310.35</b>	<b>5.4%</b>
<b>Revenue</b>															
Reimburse	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
MH Recovery	-	-	19,374.40	4,471.02	7,451.69	10,929.16	5,961.36	6,458.13	5,464.58	-	-	-	60,110.34	39,162.97	53.5%
4E Recovery	-	-	-	-	4,082.00	-	-	-	-	-	-	-	4,082.00	161.00	2435.4%
NFC Settlement	-	127.37	100.07	-	20,779.00	15,017.00	-	-	-	-	-	-	36,023.44	25,754.00	39.9%
<b>Totals</b>	<b>-</b>	<b>127.37</b>	<b>19,474.47</b>	<b>4,471.02</b>	<b>32,312.69</b>	<b>25,946.16</b>	<b>5,961.36</b>	<b>6,458.13</b>	<b>5,464.58</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>100,215.78</b>	<b>65,077.97</b>	<b>54.0%</b>
<b>Net Expense</b>	<b>30,100.61</b>	<b>18,617.74</b>	<b>27,499.49</b>	<b>25,468.84</b>	<b>18,879.74</b>	<b>19,298.96</b>	<b>35,873.39</b>	<b>14,607.31</b>	<b>67,207.41</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>257,553.49</b>	<b>274,232.38</b>	<b>-6.08%</b>

<b>2020 Totals</b>	<b>34,219.98</b>	<b>10,302.40</b>	<b>44,553.50</b>	<b>16,609.54</b>	<b>39,683.65</b>	<b>5,826.50</b>	<b>13,780.89</b>	<b>64,202.74</b>	<b>45,053.18</b>	<b>16,563.13</b>	<b>22,770.95</b>	<b>26,938.13</b>			
<b>YTD Change</b>	<b>(4,119.37)</b>	<b>4,195.97</b>	<b>(12,858.04)</b>	<b>(3,998.74)</b>	<b>(24,802.65)</b>	<b>(11,330.19)</b>	<b>10,762.31</b>	<b>(38,833.12)</b>	<b>(16,678.89)</b>	<b>(33,242.02)</b>	<b>(56,012.97)</b>	<b>(82,951.10)</b>			

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	YTD
<b>Expense</b>													
Foster Care	9,692.77	8,333.69	11,414.65	10,466.25	11,317.63	11,421.21	19,884.21	22,525.23	13,538.77	17,626.96	14,585.60	12,936.99	163,743.96
Rule 4	-	-	-	-	-	-	-	-	-	-	-	-	-
Rule 8	-	-	-	-	-	-	-	-	-	-	-	-	-
Rule 5	1,062.04	-	-	-	-	-	-	-	-	-	-	-	1,062.04
Corrections	27,294.00	5,689.98	40,768.00	11,738.00	37,521.00	-	-	65,128.51	31,514.41	23,591.88	13,449.00	14,154.39	270,849.17
Adoption Aid	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Totals</b>	<b>38,048.81</b>	<b>14,023.67</b>	<b>52,182.65</b>	<b>22,204.25</b>	<b>48,838.63</b>	<b>11,421.21</b>	<b>19,884.21</b>	<b>87,653.74</b>	<b>45,053.18</b>	<b>41,218.84</b>	<b>28,034.60</b>	<b>27,091.38</b>	<b>435,655.17</b>
<b>Revenue</b>													
Reimburse	-	-	-	-	-	-	-	-	-	10.89	-	153.25	164.14
MH Recovery	1,525.83	3,560.27	7,629.15	5,594.71	9,154.98	5,594.71	6,103.32	-	-	24,644.82	179.65	-	63,987.44
4E Recovery	-	161.00	-	-	-	-	-	-	-	-	5,084.00	-	5,245.00
NFC Settlement	2,303.00	-	-	-	-	-	-	23,451.00	-	-	-	-	25,754.00
<b>Totals</b>	<b>3,828.83</b>	<b>3,721.27</b>	<b>7,629.15</b>	<b>5,594.71</b>	<b>9,154.98</b>	<b>5,594.71</b>	<b>6,103.32</b>	<b>23,451.00</b>	<b>-</b>	<b>24,655.71</b>	<b>5,263.65</b>	<b>153.25</b>	<b>95,150.58</b>
<b>Net Expense</b>	<b>34,219.98</b>	<b>10,302.40</b>	<b>44,553.50</b>	<b>16,609.54</b>	<b>39,683.65</b>	<b>5,826.50</b>	<b>13,780.89</b>	<b>64,202.74</b>	<b>45,053.18</b>	<b>16,563.13</b>	<b>22,770.95</b>	<b>26,938.13</b>	<b>340,504.59</b>

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**Pennington County Human Services  
Income Maintenance Unit  
2022 Active Cases by Program**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>Cash</b>												
MFIP	39	41	40	39	36	37	36	37	37			
DWP	0	0	0	0	0	0	0	1	4			
GA	35	32	37	39	38	37	38	35	41			
GRH	51	51	52	54	55	56	57	56	54			
MSA	52	50	48	49	47	45	48	49	52			
EA	0	0	0	0	0	4	0	3	2			
EGA	1	0	0	0	0	0	0	0	1			
<b>TOTAL</b>	<b>178</b>	<b>174</b>	<b>177</b>	<b>181</b>	<b>176</b>	<b>179</b>	<b>179</b>	<b>181</b>	<b>191</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Food</b>												
SNAP	545	541	543	539	536	539	528	548	562			
<b>TOTAL</b>	<b>545</b>	<b>541</b>	<b>543</b>	<b>539</b>	<b>536</b>	<b>539</b>	<b>528</b>	<b>548</b>	<b>562</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Health Care</b>												
MA (MAXIS)	527	532	531	535	534	543	544	543	547			
IMD	5	5	5	5	5	5	5	5	5			
QMB	244	246	247	247	247	246	253	252	259			
SLMB	57	59	58	60	58	60	60	61	57			
QI-1	18	19	18	17	18	18	18	18	18			
MA (METS/MNsure)	1002	1017	1020	1026	1,032	1,031	1041	1047	1079			
MCRE (METS)	56	64	66	67	66	66	66	66	63			
<b>TOTAL</b>	<b>1,909</b>	<b>1,942</b>	<b>1,945</b>	<b>1,957</b>	<b>1,960</b>	<b>1,969</b>	<b>1,987</b>	<b>1,992</b>	<b>2,028</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Total Active Programs</b>												
	<b>2,632</b>	<b>2,657</b>	<b>2,665</b>	<b>2,677</b>	<b>2,672</b>	<b>2,687</b>	<b>2,694</b>	<b>2,721</b>	<b>2,781</b>	<b>0</b>	<b>0</b>	<b>0</b>

<b>Total Active Cases</b>												
	<b>1,992</b>	<b>2,024</b>	<b>2,025</b>	<b>2,026</b>	<b>2,034</b>	<b>2,040</b>	<b>2,055</b>	<b>2,070</b>	<b>2,125</b>	<b>0</b>	<b>0</b>	<b>0</b>



**Pennington County Human Services  
Income Maintenance Unit  
Active Cases by Program  
Sep-22**

<b>Cash</b>	# Cases	## in HH	# Adults	# Children	
MFIP	37	82	26	56	Minnesota Family Investment Program
DWP	4	12	5	7	Diversionsary Work Program
GA	41	41	41	0	General Assistance
GRH	54	54	54	0	Group Residential Housing
MSA	52	52	52	0	Minnesota Supplement Aid
EA	2	4	2	2	Emergency Assistance
EGA	1	1	1	0	Emergency General Assistance
<b>TOTAL</b>	<b>191</b>	246	181	65	

<b>Food</b>					
SNAP	562	,028	650	378	Supplemental Nutrition Assistance Program
<b>TOTAL</b>	<b>562</b>				

<b>Health Care</b>					
MA (MAXIS)	547	558	455	103	Medical Assistance
IMD	5	5	5	0	Institute for Mental Disease
QMB	259	260	259	1	Qualified Medicare Beneficiary (Medicare Savings Program)
SLMB	57	60	60	0	Service Limited Medicare Beneficiary (Medicare Savings Program)
QI-1	18	21	21	0	QI-1 (Medicare Savings Program)
MA (METS/MNsure)	1,079				Medical Assistance (as of 9/6/2022)
MCRE (METS)	63				MinnesotaCare (as of 9/6/2022)
<b>TOTAL</b>	<b>2,028</b>	904	800	104	

<b>TOTAL ACTIVE PROGRAMS:</b>	<b>2,781</b>
<b>TOTAL ACTIVE CASES:</b>	<b>2,125</b>

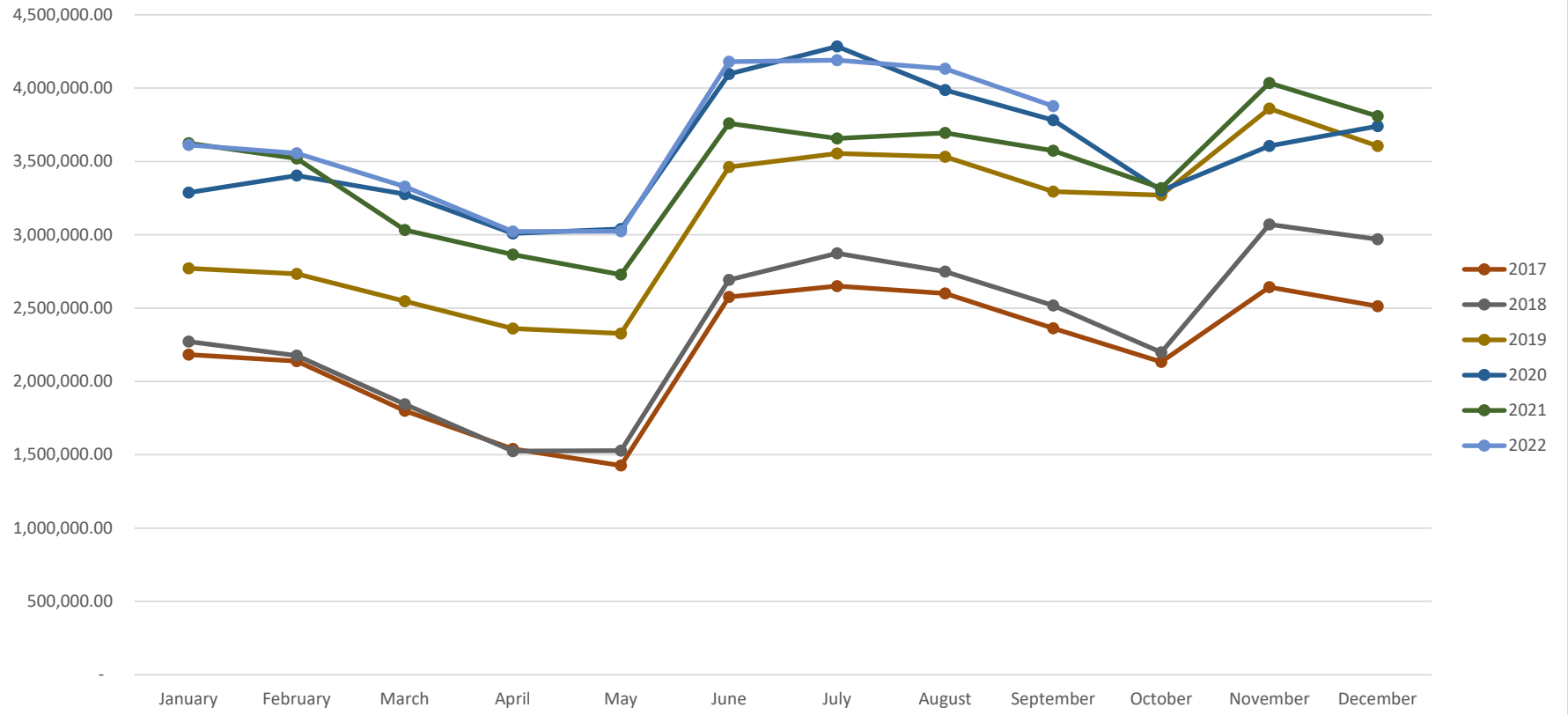
## Human Service's Month End Balance

	2015	2016	2017	2018	2019	2020	2021	2022	% of Budget
January	1,647,300.14	1,814,014.90	2,182,630.66	2,271,729.26	2,772,063.80	3,288,028.76	3,624,301.56	3,612,634.01	65.45%
February	1,618,976.04	1,801,985.24	2,138,616.83	2,176,762.19	2,732,919.27	3,403,266.76	3,521,041.97	3,555,431.44	64.41%
March	1,375,360.09	1,655,070.89	1,800,227.71	1,844,672.30	2,547,429.81	3,277,046.86	3,033,593.35	3,329,525.51	60.32%
April	1,088,964.93	1,347,248.60	1,539,707.40	1,525,256.03	2,361,226.50	3,009,330.45	2,865,586.09	3,022,501.53	54.76%
May	961,748.47	1,294,231.42	1,426,858.37	1,528,544.15	2,327,158.79	3,038,957.98	2,728,273.46	3,023,675.98	54.78%
June	1,932,135.73	2,330,176.40	2,576,374.42	2,692,513.93	3,462,928.17	4,095,797.92	3,759,448.23	4,180,077.80	75.73%
July	2,047,715.90	2,367,725.88	2,650,496.79	2,874,408.12	3,554,336.75	4,284,273.43	3,656,785.80	4,190,786.57	75.92%
August	2,097,897.09	2,427,610.70	2,600,332.14	2,749,859.99	3,531,954.80	3,987,655.57	3,694,899.51	4,132,301.59	74.86%
September	1,844,296.27	2,121,578.06	2,362,913.96	2,518,750.84	3,294,188.08	3,781,078.10	3,573,442.34	3,878,451.23	70.26%
October	1,492,630.60	1,866,987.16	2,133,041.74	2,198,557.64	3,270,530.55	3,301,898.06	3,318,688.76		0.00%
November	2,213,985.52	2,638,930.35	2,642,643.71	3,070,756.97	3,860,836.73	3,606,171.73	4,035,310.35		0.00%
December	2,083,484.81	2,395,704.36	2,513,770.14	2,970,003.64	3,606,171.73	3,741,217.85	3,808,445.10		0.00%

Expense Budget

5,519,935.00

Human Services Cash Balance 2017-2021





Minnesota Department of Human Services  
Behavioral Health, Housing, and Deaf & Hard of Hearing Services Administration  
P.O. Box 64988  
St. Paul, MN 55164-0988

September 28, 2022

Pennington County  
Julie Sjostrand, Director  
318 North Knight Avenue  
Thief River Falls, MN 56701-0340

Dear Julie:

On behalf of the Minnesota Department of Human Services, I am pleased to inform you that the Department has allocated **\$3,715** to Pennington County for Child Welfare/Juvenile Justice Screenings for **calendar year 2023**. The breakdown of the total is as follows: **Child Welfare \$0** and **Juvenile Justice \$3,715**.

The budget is broken down by state fiscal year (SFY). Counties must put a description of services they expect to provide in every budget category in which grant funding will be utilized. Counties may choose to submit separate Child Welfare and Juvenile Justice budgets, or one combined budget. Contracts cannot be executed until the completed budget(s) for the total allocation has been submitted. Contracts will be sent out for signature once the budget has been submitted and approved.

Please submit your completed budget by email to [CMHSG.DHS@state.mn.us](mailto:CMHSG.DHS@state.mn.us) by **October 19, 2022**.

Sincerely,

A handwritten signature in black ink that reads 'Neerja Singh'.

Neerja Singh, PhD, LICSW, LADC  
Clinical Behavioral Health Director

*Equal Opportunity Employer*

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

Swift Contract Number: \_\_\_\_\_

This Joint Powers Agreement (Agreement), by and between Pennington County Human Services, 318 Knight Ave N., 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, Minnesota, 56701, hereinafter referred to as the “Provider”.

**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 Diversionsary Work Program (DWP) Employment and Training Services under Minnesota Statute 256J.50 and PL 104-193; and

Whereas, the Provider meets the state and/or federal standards for providing MFIP/DWP Case Management, Job Search, and Employment and Training services and represents that it is duly qualified and agrees to provide the services described in this Agreement; and

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

**Agreement**

**1. Term of Agreement**

- 1.1 Effective Date: January 1, 2023, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: December 31, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2. Provider Duties/Obligations**

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

### 3. Payment

- A. Agency will pay Provider for services required under the MFIP /DWP Program. All payments for services will not exceed the total budget as described in Exhibit B, which is attached and incorporated into this Agreement. **Diversionsary Work Program** and **Minnesota Family Investment Program** services will be funded as stipulated in Exhibit B. If necessary, funds may be transferred between programs to serve client needs. Administrative expenses will be bill as outlined in Exhibit B; under no circumstance will Administrative expenses exceed 7.5% of billed services.

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

- B. Agency's obligation to make payment hereunder is subject to review by their Board of 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.
- E. Agency and the Provider agree to monitor utilization of expenditures on a monthly basis. If expenditures are substantially above or below projection, Agency and Provider may consider modifications to the terms of this Agreement. Agency agrees to approach Department of Human Services ("DHS") for additional funds should the Provider's services exceed the original funding available.

### 4. Authorized Representative

The Provider's authorized representative is:

Lorrie Janatopoulos, Director, CareerForce, or their successor  
180 Fifth Street E.,  
Saint Paul, Minnesota 55101  
651-259-7572

The Agency's authorized representative is:

Julie Sjostrand, Director, Pennington County Human Services, or their successor  
318 Knight Ave N.,  
Thief River Falls, Minnesota 56701  
218-681-2880 ext. 227

**5. Audits and Record Disclosure**

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

**6. Debarment, Suspension, and Responsibility Certification**

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

By signing this Agreement, the Provider certifies that it and its Principals<sup>1</sup> and Employees:

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

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<sup>1</sup> "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).

**7. Government Data Practices**

**A. Minnesota Government Data Practices Act**

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

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

**B. Health Information Portability and Accountability Act (HIPAA)**

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

Use and disclosure will require that all IIHI be: appropriately safeguarded; any misuse of IIHI will be reported to the Agency; secure satisfactory assurances from any subcontractor; grant individuals access and ability to amend their IIHI; make available an accounting of disclosures; release applicable records to the Agency or Department of Human Services if requested; and upon termination, destroy all IIHI in accordance with conventional record destruction practices.

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

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

**9. Fair Hearing Appeal**

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



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

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

**11. Rehabilitation Act Clause**

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

**12. Liability and Workers Compensation**

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

**13. Right to Rescind**

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

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

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

**15. Termination**

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

**16. Termination for Insufficient Funding**

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

**17. Conditions of the Parties' Obligations**

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

**18. Subcontracting**

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

**19. Assignment, Amendments, Waiver, and Contract Complete**

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

**20. Publicity**

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

**21. Legal Compliance**

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

**22. E-Verify Certification**

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

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

**1. PENNINGTON COUNTY**

\_\_\_\_\_  
Bruce Lawrence, <sup>2</sup>Chair, Pennington County Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clerk of Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julie Sjostrand, Director, Pennington County Human Services

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seamus Duffy, County Attorney, Pennington County

\_\_\_\_\_  
Date

**2. STATE AGENCY**

By: \_\_\_\_\_

(With Delegated Authority)

Name & Title: Lorrie Janatopoulos, Director, CareerForce

Date: \_\_\_\_\_

\_\_\_\_\_  
<sup>2</sup> Per Minn. Statute 373.02 and 375.13, the chair's signature, attested by the clerk of the county board, shall be binding as the signature of the board.

**3. COMMISSIONER OF ADMINISTRATION**

(As Delegated to the Office of State Procurement)

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A – Work Plan

## **2023 DEED MFIP/DWP Work Plan for Pennington County**

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

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

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

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

Determination of eligibility for MFIP/DWP employment services shall be completed by the Provider in accordance with the procedures in the Department of 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.

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

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

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

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

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

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

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

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

Service locations are as follows:

### **Job Service**

CareerForce location in Thief River Falls  
1301 Hwy 1 E  
Thief River Falls, MN 56701

### **Human Services**

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

or at other locations as agreed to by both parties.

## **II. Program Services:**

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

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

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

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

For unsubsidized employment, subsidized private-sector employment and subsidized public-sector employment, daily supervision is provided by the employer and documented by the ES upon receipt of copies of pay stubs, 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 financial 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 financial worker, the ES determines if the countable hours of self-employment are sufficient to meet the work participation rate requirements. If the countable hours are not sufficient to



meet the work participation requirement, the ES and participant discuss what additional countable work activities the participant will perform to meet their requirement. Participation rates are reviewed monthly with the participant.

DEED refers to the Workforce Investment and Opportunity Act (WIOA) provider for on-the-job training (OJT) to increase employment opportunities for program participants. OJTs are direct, permanent, unsubsidized placements, which reimburse the employer the cost of training a new employee on the job for the predetermined length of the contract. OJTs are funded through MFIP/DWP or by co-enrollment in other appropriate state or federal grants. Staff may also arrange local business tours for MFIP/DWP customers so they can hear from an employer about the business, job positions, career 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. Work Experience and Community Service Site Placements:**

Work Experience or community service site placements are expected when a participant is not yet employed and has completed six weeks of job search including, but not limited to, attending structured job search workshops and job clubs and completing assessments to identify individual job-related strengths and challenges. The ES or the participant will locate non-profit or for-profit businesses to serve as work experience sites. All community service sites will fulfill a useful public purpose and/or provide training skills for unsubsidized jobs. The ES documents in the case file the useful purpose of the community work experience. Once a person is placed at a work site, the ES contacts the agency or business, at least monthly, to assess the participant's progress and establish a strong working relationship with the work site supervisor. Positive relationships between the ES and supervisor increase the likelihood that job-related performance is communicated honestly and as needed. This allows the ES to address issues with the participant more often than monthly, if appropriate. These paid and unpaid work sites provide a training ground for participants to increase their work-readiness skills, and in many cases, learn job skills that will transfer to future unsubsidized employment at higher than previous wages for the MFIP and DWP participant.

ES are mindful of and follow the Fair Labor Standards Act when placing participants at unpaid work experience or community service sites. When developing a work-site schedule for a participant, hours are determined by dividing the participant's actual MFIP grant (both cash and food portions) by the federal minimum wage of \$9.50/hour.

The ES uses the Workforce One (WF1) data tracking system's current tab to determine what the monthly hourly requirements are per the actual monthly grant amount. For example, a participant's MFIP grant (cash and food) is \$400. Divide that amount by \$9.50/hour. The maximum number of hours the participant is permitted to work in an unpaid employment activity during the month is 42 hours. The ES rounds up or down to the nearest whole number of hours.

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

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

- Job search (hours that the participant spends applying for jobs; hours are documented by the participant);
- Job readiness assistance (includes one or more of the following, as needed):

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

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

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

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

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

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

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

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

group activities facilitated by staff. Staff evaluate progress and provide appropriate feedback to the participant.

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

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

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

#### **F. Retention Skills:**

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

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

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

When it is not possible for the participant to get to the CareerForce in Thief River Falls for SJS, staff provide distance-learning options. 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 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:**

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

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

- Vocational educational training;

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

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

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

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

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

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

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

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

Cases that have documentation of a disability will have a FSS employment plan developed at enrollment if the documentation is provided by the financial 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 financial 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 financial 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, 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 one of these parties receives documentation of participation hours, such as pay stubs, they share with the others, as needed.

## V. Indirect Services provided:

- Basic sliding fee education plan approval: review education plan, complete assessments if needed, provide counseling and education planning assistance, refer to funding sources and either approve or deny the education plan.
- GA assessments: meet with individuals referred by the adult unit. Assessment appointment includes work history, education, skills training, barriers to employment, mental and physical health considerations, interviewing ability, technological skills and assessment of employability.
- Documentation and accuracy of file information:
  1. Maxis coding: Maxis and Work Force 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  
ES counselors are often the primary contact for the program participant. With case banking, they do not have an eligibility worker assigned to them so they ask questions of the employment counselor.
- Participants are encouraged to investigate eligibility for unemployment insurance if applicable. WFC computers are available for filing UI claims and claiming benefits.



Exhibit B - Budget

## Exhibit B

### Minnesota Department of Employment and Economic Development CareerForce - Thief River Falls Budgeted Expenses - January 1, 2023 to December 31, 2023 MFIP/DWP - Pennington County Social Services

1.5 FTEs	
Direct Program	\$ 101,594.00
Administrative Expenses	\$ 12,006.00
Client Support Services	\$ 2,400.00
Total	\$ 116,000.00

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

#### Client Support Services:

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

#### Transportation includes:

- Vouchers issued for gas/oil based on client needs
- Bus passes
- Other transportation may include car repairs, oil changes, and partial payment of insurance

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