

Pennington County Human Service Committee

Meeting Agenda

January 21, 2025

12:00 pm

Members Present

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

Section A

- I. Committee Reorganization:
- II. Review of 12/17/2024 HSC Meeting minutes
- III. Personnel:
 - A. Update on MSHO/Elderly Wavier Social Worker
- IV. General:
 - A. LSS Contract.
 - B. CY 2025-2027 Child Welfare opiate allocation-agency plan.
 - C. Minnesota Department of Human Services County Grant Contract for Respite Care services for Children and their Families.
 - D. Motivational Interviewing.
 - C. Out-of-Home Cost Report
 - D. Month's End Cash Balance
 - E. 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:

02/18/2025
12:00 pm

03/18/2025
12:00 pm

04/15/2025
12:00 pm

A regular meeting of the Pennington County Human Service Committee was held at 12:00 pm, December 17, 2024, at the Pennington County Justice Center.

COMMITTEE MEMBERS PRESENT:

Seth Nelson
Neil Peterson
Dave Sorenson
Bruce Lawrence
Roy Sourdif

STAFF MEMBERS PRESENT:

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

SECTION A

I. MINUTES:

The November 19, 2024, Human Service Committee Meeting Minutes were electronically posted for review. Noting no corrections or changes, a recommendation was made to forward the Minutes to the Consent Agenda.

II. PERSONNEL:

- A. The Director presented an update on the Social Work/Disability Position.
- B. Alyssa Hanson, Social Worker, is scheduled to complete probation on November 24, 2024. Alyssa is meeting position expectations and is successfully fulfilling job responsibilities. The Director recommends Ms. Hanson be granted permanent status upon completion of the 6-month period. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.

III. GENERAL:

- A. The CY 2025 Behavioral Health (Temporary Confinement/Community Based Services/Residential) Purchase of Service Agreements between Sanford Behavioral Health and Pennington County Human Services was presented for Consideration. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.
- B. The CY 2025 Rural Transportation Collaborative Access Transportation Service Contract with Tri-Valley Opportunity Council Inc. was presented for consideration. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.
- C. The Director presented the Whole-of-State Service Agreement and Work Order Contract with the State of Minnesota (MNIT). Pennington County Human Services utilizes this contract along with the County Inspection Report and The County Vulnerability Management Program for CY 2025. 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 November 2024 was presented for Review.
- E. The month's end cash balance November 2024 stands at \$ 5,006,519.16.

SECTION B

- I. No Social Service cases were presented for special case review.
- II. Tammy Johnson, Eligibility Supervisor, presented the Emergency Assistance/Emergency General Assistance November 2024 report of activity. She reported the Income Maintenance open case count stands at 2003.
- III. No Income Maintenance cases were presented for special case consideration.
- IV. A listing of bills presented for payment was reviewed. A recommendation for payment of the bills was forwarded to the Consent Agenda.

SECTION C

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

Chair: _____

Attest: _____

NEXT COMMITTEE MEETING: January 21, 2025, at 12:00 p.m.

CHILDREN AND FAMILY SERVICES – CHILD SAFETY AND PERMANENCY

Child Welfare opiate allocation – agency plan

County/tribal agency contact information

COUNTY/TRIBAL AGENCY NAME Pennington County Human Services		CONTACT PERSON Julie Sjostrand	
STREET ADDRESS 101 Main N.		CITY Thief River Falls	STATE MN
		ZIP CODE 56701	
PHONE NUMBER 218-681-2880	EMAIL ADDRESS jasjostrand@penningtonmn.gov		
BUDGET PERIOD January 1, 2025 - December 31, 2025		TOTAL AMOUNT \$100.00	

Budget information

Identify the service/program/staff that funding is being used for:

SERVICE/PROGRAM Flexible spending	
DESCRIPTION Flexible spending will provide services for families affected by addiction to access much needed resources.	
BUDGET FOR THIS PROGRAM/SERVICE \$100.00	WHAT SPECIFIC POPULATION(S) IS/ARE BEING SERVED WITH THIS FUNDING? Families affected by Drugs, Prevention and OHP.
HOW MANY CHILDREN AND FAMILIES WILL BE SERVED? 25 families will be served in Pennington County	
DESCRIBE HOW IDENTIFIED POPULATIONS WILL BE REACHED Caseworkers will reach out to families who are currently served and thou intake procedures.	
HOW WILL EQUITY/DIVERSITY/INCLUSION BE ADDRESSED WITH THIS PROGRAM/SERVICE? We will be doing out reach to families and addressing programs and services that are cultural inclusive.	

Assurances

What procedures are in place to ensure that program funds are being used appropriately, as directed in law?
Check all that apply.

- Budget control procedures for approving expenditures
- Cash management procedures for ensuring program income is used for permitted activities
- Implement internal policies regarding use of funds
- Other

DESCRIBE: In fiscal Director signs off on bills and the bills proceed to fiscal supervisor. Child Protection Supervisor signs off also.
--

What procedures are in place to ensure program policies are followed and applied accurately?
 Check all that apply.

- Case Consultation
- Sample case review by workers
- Sample case review by supervisors
- Other

PLEASE DESCRIBE:
 Supervisor and Caseworkers consult once a week on all cases and as ongoing basis if needed. County Attorney meeting consult is ongoing once a week to review court cases for the following week and any ongoing cases to review. Law Enforcement will meet with Child Protection staff if needs arise in situations in ongoing case management. Child Protection meets with advocates in ongoing case management.

Assurances

It is understood and agreed by the county/tribal board that:

- Funds granted pursuant to this service agreement will be expended solely for the purposes outlined in Minnesota Statutes, section 256.043, subdivision 3(b) and as outlined in the Opiate Account bulletin;
- Annual reports will be made to the commissioner of the Minnesota Department of Human Services on how funds were used to provide child protection services, including measurable outcomes, as determined by the commissioner, and that documentation is subject to audit;
- Funds must not supplant state or local funding for child protection services for children and families affected by addiction; and
- The allocation is funded with state funds and paid quarterly.

By checking here, I agree to the assurance statement above.

By checking "I agree" and typing my name in the "Electronic Signature" field, I understand that I am electronically signing this form. In addition, I attest and certify that I have verified the profile change against an acceptable form of identification and that the information provided above is true and accurate. I understand that my electronic signature has the same legal effect and can be enforced in the same way as a handwritten signature. (MN Stat. §325L.07)

<input checked="" type="checkbox"/> I agree	ELECTRONIC SIGNATURE (type name) Julie Sjostrand	DATE 12/26/2024
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DHS staff approval:

By checking "I agree" and typing my name in the "Electronic Signature" field, I understand that I am electronically signing this form. In addition, I attest and certify that I have verified the profile change against an acceptable form of identification and that the information provided above is true and accurate. I understand that my electronic signature has the same legal effect and can be enforced in the same way as a handwritten signature. (MN Stat. §325L.07)

<input checked="" type="checkbox"/> I agree	ELECTRONIC SIGNATURE (type name) Christina Keil	DATE 12/27/2024
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Budget Period: January 1, 2025 - December 31, 2025

Service/Program	Budget
Flexible spending	\$100.00
Total:	\$100.00



Serving the Counties of
Northwestern Minnesota

1231 5th Street NW
P.O. Box 247
Bemidji, MN 56619-0247

To: Social Services Directors

From: Mindy O'Brien, Superintendent *M.O.*

Date: December 20, 2024

Re: **2025 Host County Agreement**

Enclosed please find our Host County Agreement for the dates of January 1, 2025, to December 31, 2025. Per Diem rates for 2025, also found on Exhibit B page 10 of the packet, are as follows:

MEMBER COUNTIES

Mindy O'Brien
Superintendent

Scott Deshane
NSDU Director

Zach Hansen
RTU Director

Mackenzie Piprude
SDU Director

Kaysey Lichtenwalter
Satellite Home Director

Aaron Riedel
Office Supervisor

<u>Program/Unit</u>	<u>Rate</u>
Satellite Homes	\$267.00
Residential Treatment	\$315.00
Non-Secure Detention	\$325.00
Non-Secure 35 Day Evaluation	\$399.00
Secure Detention	\$335.00
Secure 35 Day Evaluation	\$409.00
Secure Residential Program	\$409.00

**\$35 per hour 1-on-1 supervision fee*

NON-MEMBER COUNTIES

<u>Program/Unit</u>	<u>Rate</u>
Satellite Homes	\$324.00
Residential Treatment	\$416.00
Non-Secure Detention	\$408.00
Non-Secure 35 Day Evaluation	\$482.00
Secure Detention	\$420.00
Secure 35 Day Evaluation	\$494.00
Secure Residential Program	\$494.00

**\$35 per hour 1-on-1 supervision fee*

218-751-3196

FAX 218-751-3229

Email: center@nmjconline.org

Website: www.nmjconline.org

HOST COUNTY AGREEMENT

THIS AGREEMENT, by and between BELTRAMI COUNTY as Agent for all Minnesota counties which are not parties to the Joint Powers Agreement, attached hereto as Exhibit "A," hereinafter referred to as the "Agency," and NORTHWESTERN MINNESOTA JUVENILE CENTER, P.O. Box 247, Bemidji, Minnesota 56619, hereinafter referred to as the "Contractor," enter into this Agreement for the period from January 1, 2025, to December 31, 2025.

WITNESSETH

WHEREAS, the Northwestern Minnesota Juvenile Center was created by a joint powers agreement of the counties of Beltrami, Cass, Clearwater, Hubbard, Kittson, Lake of the Woods, Pennington and Roseau for the purpose of providing a home school and detention services for boys and girls; and

WHEREAS, Beltrami County is the county in which some of the physical facilities of the Northwestern Minnesota Juvenile Center are located; and

WHEREAS, the Agency is willing to assume the duties and responsibilities of a Host County, in accordance with Minnesota Statute, Section 256.0112, and as enumerated herein; and

WHEREAS, it is necessary that a contract exist between the Agency and the Contractor, which delineates the terms under which the Contractor will provide services to counties which are not parties to the Joint Powers Agreement, in order that those counties may be eligible for Title IV-E reimbursement of sums paid to the Contractor;

NOW, THEREFORE, in consideration of the mutual covenants herein provided, it is agreed as follows:

I. Administration:

- A. That the Northwestern Minnesota Juvenile Center shall administer and implement its duties in accordance with Minnesota Statutes and Department of Corrections rules, standards, and guidelines.
- B. Rights and obligations under this agreement shall not be assigned or transferred by either party.

II. Personnel:

- A. All staff at the Northwestern Minnesota Juvenile Center will be employees of the Contractor and will have no claim on Beltrami County.

- B. The Contractor shall be in compliance with Titles VI and VII of the United State Civil Rights Act of 1964.
- C. Documentation of compliance with Titles VI and VII must be available for inspection by the Minnesota Department of Human Services or its agent.

III. Service:

- A. The Contractor agrees to continue to provide services to counties which are not parties to the Joint Powers Agreement on a space available basis.
- B. The Contractor may provide such services to counties which are not parties to the Joint Powers Agreement upon the execution of a contract between the Contractor and said county indicating the Contractors and such counties' agreement to follow the terms of this Agreement with respect to the matter stated herein.

IV. Eligibility:

Eligibility shall be determined by the Northwestern Minnesota Juvenile Center Executive Board and is limited to the following:

- A. Persons 12 (twelve) to 19 (nineteen) years of age -- Commitment for non-secure/secure residential treatment.
- B. Persons 10 (ten) to 19 (nineteen) years of age -- non-secure detention.
- C. Persons 12 (twelve) to 20 (twenty) years of age -- secure detention.

V. Payment:

- A. Payment rates for counties which are not parties to the Joint Powers Agreement shall be in accordance with rates set forth in Exhibit "B," or any subsequent fee schedule upon which all Joint Powers Agreement member counties agree. Exhibit "B" is hereby incorporated by reference.
- B. Any placing county which originates, initiates, requests and receives services for Residential, Satellite Homes, Non-Secure Detention and Secure Detention under this agreement shall be responsible for payment of these services at the rates set forth in Exhibit B with the following exception: A written agreement accepting financial responsibility is received from the Human Services Department of the youth's county of residence wherein the Juvenile Center would then bill that county directly. If during the course of placement, the county of residence no longer accepts financial responsibility, the county who originally court ordered the placement of the youth into the Residential Unit or Satellite Home will then become financially

responsible for all placement costs. This exception does not pertain to Detention Services. Rates as set forth in Exhibit "B" shall also apply to payment for services received in response to 72-hour public welfare or 36-hour detention holds as requested by law enforcement officers of the county originating, initiating, requesting, and receiving services. The county whose law enforcement officers originate, initiate, request, and receive services shall be financially responsible for payment for services rendered, shall be invoiced monthly and shall make payment to the contractor within thirty (30) days of the date of receipt of the invoice. This shall not affect the right of any county initiating, originating, requesting, and receiving services to seek reimbursement for such charges from any responsible county or American Indian Reservation in Minnesota, as allowed by Minnesota Statute.

- C. The per diem billing charge commences on the day of intake if intake takes place any time after 00:00 (Midnight). The per diem billing charge does not include the day of release/status change unless release/status change takes place after 12:00 (Noon). In the event of youth runaway: for a youth who is a commitment to Juvenile Center entities, or who is on a 35-day temporary detention status for evaluation, there is a per diem charge for one week. After one week, there is no per diem charge; however, the youth will be accepted back into the unit upon bed availability. For youth who are strictly on temporary detention status (non-secure or secure), there is a per diem charge for three days. After three days there is no per diem charge; however, the youth will be accepted back into the unit upon bed availability.
- D. It is the Policy of the Center Executive Board that entities and professionals such as hospitals, medical clinics and mental health centers, medical doctors, dentists and psychologists/counselors and psychiatrists giving service to children in placement as ordered by the Court is first billed to the juvenile's insurance. In the event no insurance is determined, there is a remaining balance due, or insurance information is not received by NMJC, the cost of these services must be paid by the County of Jurisdiction. Human Services' retrieval of any monies for defrayment of these services from parents of children in placement shall not delay payment of these bills. Practitioners must be paid up-front, and Human Services may work to retrieve monies from parents thereafter. In the case of outstanding bills for such services, the Center will enlist the Authority of the District Court of Record to order that payment for such services as rendered be made, forthwith.
- E. With respect to the rendering of medical treatment for juvenile clients placed in the care and charge of the Center by the originating authority, the county which requests and receives services under this agreement shall be responsible for payment of any such bills incurred therefore. In the event emergency treatment for such juvenile clients becomes necessary, staff shall make every effort to contact the juvenile client's parent or guardian to obtain their consent to any necessary emergency treatment. If such contact

cannot be made, or consent cannot be obtained, any necessary emergency medical treatment shall be provided at the discretion of the treating physician. The committing authority and the parent or guardian shall be notified as soon as possible of any medical emergencies. Furthermore, in the event that the juvenile client requires hospitalization for medical treatment and Center staff are required to be assigned to the hospital or medical care facility to provide direct on-going away-from-facility supervision of such juvenile clients for security purposes, and when a client is under suicide watch in-house and requires one on one staff supervision a cost of \$35.00/hour associated with such direct supervision shall be borne by and billed to the county of record for all such time expended beyond the first twenty-four-hour period and ending on the hour of the day such juvenile client is returned to the facility and/or to its general unit population.

VI. Records:

- A. The Contractor agrees to comply with all rules and regulations of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (1988).
- B. The Contractor agrees to allow personnel of the Minnesota Department of Human Services and the United States Department of Health and Human Services access to the Contractor's records during normal business hours. Non-member counties shall have the right to access the Contractor's records during normal business hours with respect to services provided to persons from such non-member's county.
- C. The Contractor will maintain program and fiscal records at its offices for four (4) years for audit purposes.
- D. The Contractor agrees to fulfill reporting requirements necessary for licensure by the Minnesota Department of Corrections.

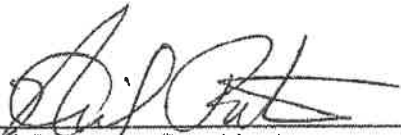
VII. Miscellaneous:

- A. The Contractor agrees to comply with all applicable state, county, and city codes as they relate to its physical facility.
- B. Nothing in this agreement shall alter, modify, amend, or void the contractual relationship between Beltrami County and the Northwestern Minnesota Juvenile Center as set forth in the Joint Powers Agreement, attached hereto as Exhibit "A," and incorporated by reference.
- C. Entire Agreement: It is understood that this is the entire agreement of the parties with respect to the furnishing by Contractor of services to counties which are not parties to the Joint Powers Agreement, and the duties and responsibilities of Beltrami County as Agent for said counties.

- D. Any alterations, variations, modifications for waivers of the provisions of this Agreement shall be valid only when they have been reduced to writing, and duly signed by the parties hereto. There will be two (2) original contracts.
- E. Audit: The audit requirement is met by submitting to annual audit by a certified public accountant. A given non-member county may request and have performed, at its expense, an audit with respect to such county's clients who receive services from the Contractor.
- F. The use of disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in the Laws of Minnesota, Chapter 13, or for any purpose not directly connected with the Agency's or the Contractor's responsibility with respect to the purchased services hereunder, is prohibited except on written consent of such client's attorney, or the client's responsible parent or guardian.
- G. Severability: The provisions of this Agreement are severable. If a court of law upholds any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement to the contrary to any rule, or regulation having the force and effect of law, such ruling shall not affect the remaining portions of this Agreement.
- H. The Contractor agrees that it will, at all times during the existence of this Agreement, indemnify and hold harmless the Agency and Beltrami County from any and all liability, loss, damages, costs, or expenses which may be claimed against the Agency and/or Beltrami County by reasons of any service clients suffering personal injury, death or property loss or damage either while participating in or receiving services from the Contractor, 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, leased, chartered, or otherwise contracted for by the Contractor. This clause applies only to such clients as are provided services at the Northwestern Minnesota Juvenile Center from counties that are not members of the Joint Powers Agreement. This clause is not intended to release the Agency and/or Beltrami County from any liability arising from the contractual relationship between Beltrami County and the Northwestern Minnesota Juvenile Center as set forth in the Joint Powers Agreement, attached hereto as Exhibit "A," and incorporated by reference.

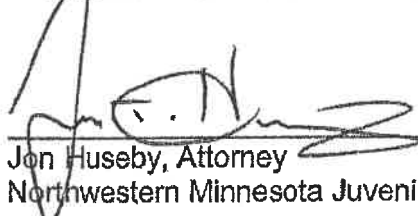
- I. The Contractor agrees that in order to protect itself as well as the Agency under the indemnity agreement provision above, it will, at all times during the term of this Agreement, have and keep in force the following insurances as provided by the Minnesota Counties Insurance Trust (MCIT), per Policy No. 2150:
1. Workers Compensation Insurance as required by law.
 2. General Liability Insurance in an amount of not less than \$500,000 for property damage arising from one occurrence, and an amount not less than \$500,000 per claimant and \$1,500,000 per occurrence.
 3. Automobile Liability Insurance, including owned, and non-owned and hired vehicles in an amount of not less than \$500,000 bodily injury or death of one claimant and \$1,500,000 per occurrence.

IN WITNESS WHEREOF, the Agency and the Contractor have executed this Agreement on this 19th day of September, 2024.




Neil Peterson, President
Northwestern Minnesota Juvenile Center Executive Board

Date 9/19/24



Jon Huseby, Attorney
Northwestern Minnesota Juvenile Center

Date 9.19.2024



John Carlson, Chairperson
Beltrami County Board of Commissioners

Date 10/1/2024

EXHIBIT A

JOINT POWERS AGREEMENT CONTINUING THE NORTHWESTERN MINNESOTA JUVENILE CENTER

WHEREAS, Minnesota Statute, Section 260B.060 provides that in any county or group of counties, the county boards may purchase, lease, erect, equip, and maintain a county home school for boys and girls, or a separate home school for boys and a separate home school for girls; and

WHEREAS, Minnesota Statute, Section 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers; and

WHEREAS, pursuant to the aforementioned statutory authority, there has been established the Northwestern Minnesota Juvenile Center, presently located at 1231 5th Street Northwest, Bemidji, Minnesota; and

WHEREAS, it is mutually desirable to all counties who are a party hereto to continue the Northwestern Minnesota Juvenile Center for the purposes for which it presently exists;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. PURPOSE

1. The counties who are parties to this agreement hereby agree to continue a regional juvenile center board to be known as the Northwestern Minnesota Juvenile Center Board, hereinafter referred to as the Board, which will continue to have its general purpose: To establish and operate a juvenile center (defined as a county home school for boys and girls under law) and to cooperate in any way deemed mutually satisfactory and appropriate with any and all counties which may wish to so cooperate in such a program. The Northwestern Minnesota Juvenile Center Board shall have authority as defined by applicable Minnesota statutes.

2. Any county contiguous to any of the counties who are a party to this agreement, and who are acceptable to the Board, may become parties to this contract by formal action of their Boards of County Commissioners. Their participation in this program shall be in accordance with the terms and conditions of this agreement and in accordance with other terms and conditions which the Board may establish.

3. The organization created by this agreement may afford the services of the Juvenile Center to any or all Counties not necessarily parties to this contract upon the execution of an appropriate contract.

II. GOVERNING BODY

1. The Juvenile Center shall continue to be governed by a juvenile center board, having such powers as are granted to such boards by statute. The Juvenile Center Board shall consist of not less than seven nor more than 15 persons. The chairman of the County Board

of Commissioners of each participating county shall appoint two members to a selection committee which shall select the members of the Board. The members of the Board shall be representative of local health boards, lay associations concerned with mental health or corrections as well as labor, business and civic groups, and the general public. The term of office of each member of the Juvenile Center Board shall be four years, measured from the first day of the year of appointment. Vacancies shall be filled for the unexpired terms in the same manner as original appointments.

III. FINANCIAL

1. The Board shall continue to have authority over all monies credited to the Center. This shall include, but not be limited to, such state and federal aid as may be available to it, such appropriations from counties who are parties to this contract, or from other counties who are contracting services from the Center. The Board shall also have authority over any gifts and grants from private individuals, organizations, other political subdivisions and groups.

2. The Board shall continue to be organized as follows: There shall be elected a President, Vice-President, a Secretary and a Treasurer from its members.

3. The Treasurer shall continue to keep due and strict accounting of all monies coming in to the Center and, also, shall keep due and strict accounting of all disbursements. The Board shall designate the bank or banks where such funds shall be deposited. A monthly statement of accounts shall be given to the Treasurer to the Board, copies of which also will be filed with the County Auditors of each of the counties who are parties hereto.

4. A general operating budget shall be made up yearly and maintained as a single budget. The budget shall be determined after consultation between members of the Board, juvenile court judges of the counties who are parties hereto and the Superintendent of the Juvenile Center. A copy of the budget shall be filed with the County Auditors of each of the counties who are parties hereto. The operating expenses of the Board shall be proper charges against the operation and maintenance of the Center, including but not limited to all salaries and wages of personnel, and any other proper items of expense, and they shall be charged against and paid out of this fund. All disbursements by the Center shall be by check warrant issued by the Beltrami County Auditor's Office. Such disbursements shall be at the order of the Superintendent, except as follows: All disbursements shall be first approved by the Board except that the payment of wages and salaries of regularly retained personnel shall be made after the Board has so authorized the amount of such payments. The Board may, from time to time, authorize the regular payment of other disbursements without approval of the Board.

IV. DISTRICT COURT JUDGES

1. District Court Judges (pursuant to 260B.060) are empowered by law to approve the establishment of the Juvenile Center and are also empowered to give final approval of the plans, location, equipment and operation of the Juvenile Center.

2. District Court Judges shall appoint and remove the Superintendent of the Juvenile Center. The salaries of the superintendent and other staff, shall be fixed by the District Court Judges subject to the approval of the county boards.

3. The District Court Judges shall constitute the membership of an advisory committee to the Board.

V. OTHER PROVISIONS

1. The Board and the personnel hired to administer and operate the Juvenile Center shall be responsible for the day to day operation of the Center.

2. The Board may, from time to time, enter into agreements with other agencies to obtain services or render services.

3. The counties who are parties to this agreement will participate in the costs of operating the Center, including its maintenance, in the proportion that the population of that county bears to the total population of all of the counties who are parties to the contract as determined by the latest official U.S. Census. The County Boards of the counties who are parties to this agreement, however, may if there be consensus amongst all of them, agree upon a different plan of sharing costs.

VI. WITHDRAWAL

1. Withdrawal from this contract agreement by any contract county, shall be made by giving notice that the Board of County Commissioners has taken the appropriate action not less than 6 months before withdrawing from the obligations and responsibilities which this contract requires. A county which has withdrawn from this contract shall be reinstated after appropriate consultation with the Board and the conditions of this reinstatement have been mutually determined.

2. If 5 out of 8 contract counties terminate financial participation in this program, the program may be considered closed.

3. No disbursement of remaining funds or program property may be made until all contract parties have withdrawn from this contract agreement.

VII. APPROVAL AND EXECUTION

1. This agreement shall be executed by the chairman of the respective County Boards of the counties who are parties to this agreement and by the Auditors of such counties, after such authorization is approved by the appropriate resolution of the County Boards.

2. This agreement is executed by the Chairman of the various County Boards and the Auditors of the various counties so designated below, each such Chairman and Auditor affixing his signature hereto with the representation that he has been authorized to do so by his County Board.

Exhibit B

**Northwestern Minnesota Juvenile Center
2025 Per Diem Rates**

I - RESIDENTIAL TREATMENT, PRIMARY CENTER

Member Counties.....	\$ 315.00
Non-Member Counties.....	\$ 416.00

II - NON-SECURE DETENTION UNIT, PRIMARY CENTER

Member Counties.....	\$ 325.00
Non-Member Counties.....	\$ 408.00
35 Day Evaluation Member.....	\$ 399.00
35 Day Evaluation Non-Member.....	\$ 482.00

III - SECURE DETENTION UNIT, PRIMARY CENTER

Member Counties.....	\$ 335.00
Non-Member Counties.....	\$ 420.00
Residential/35 Day Evaluation Member.....	\$ 409.00
Residential/35 Day Evaluation Non-Member.....	\$ 494.00

IV - EXTENSION SATELLITE HOMES

Member Counties.....	\$ 267.00
Non-Member Counties.....	\$ 324.00

V - One on One Staff Supervision

All Counties (per hour after first 24-hour period).....	\$ 35.00
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Member counties receive first priority placement consideration for all youth categories; Non-member counties receive placement consideration for all categories on a space available basis.

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

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Cash												
MFIP	33	31	29	29	32	33	41	39	31	29	29	32
DWP	2	3	2	2	2	2	0	2	3	3	3	3
GA	52	52	52	52	47	48	52	49	49	52	48	41
GRH	50	50	50	51	48	47	45	45	49	52	49	47
MSA	48	51	50	49	49	47	48	46	47	48	49	50
EA	3	1	1	0	0	0	2	0	3	1	0	0
EGA	0	0	0	1	1	0	1	1	0	1	1	1
TOTAL	188	188	184	184	179	177	189	182	182	186	179	174

Food												
SNAP	562	555	539	547	536	546	556	571	576	577	594	612
TOTAL	562	555	539	547	536	546	556	571	576	577	594	612

Health Care												
MA (MAXIS)	522	518	509	502	496	490	494	492	480	481	475	485
IMD	2	2	1	1	1	1	1	1	1	1	1	1
QMB	244	243	245	249	248	245	246	252	249	249	251	249
SLMB	60	61	55	52	52	46	53	48	49	52	53	58
QI-1	24	24	25	25	25	26	24	25	22	22	22	23
MA (METS/MNsure)	1076	1000	963	952	951	941	968	983	976	979	977	971
MCRE (METS)	77	68	73	68	68	62	60	52	58	62	66	69
TOTAL	2,005	1,916	1,871	1,849	1,841	1,811	1,846	1,853	1,835	1,846	1,845	1,856

Total Active Programs												
	2,755	2,659	2,594	2,580	2,556	2,534	2,591	2,606	2,593	2,609	2,618	2,642

Total Active Cases												
	2,082	2,007	1,958	1,946	1,930	1,929	1,967	1,985	1,974	1,985	2,003	2,027

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

Cash	# Cases	## in HH	# Adults	# Children	
MFIP	32	57	22	35	Minnesota Family Investment Program
DWP	3	6	3	3	Diversionary Work Program
GA	41	41	41	0	General Assistance
GRH	47	47	47	0	Group Residential Housing
MSA	50	50	50	0	Minnesota Supplement Aid
EA	0	0	0	0	Emergency Assistance
EGA	1	1	1	0	Emergency General Assistance
TOTAL	174	202	164	38	

Food					
SNAP	612	,173	717	456	Supplemental Nutrition Assistance Program
TOTAL	612				

Health Care					
MA (MAXIS)	485	493	426	67	Medical Assistance
IMD	1	1	1	0	Institute for Mental Disease
QMB	249	250	250	0	Qualified Medicare Beneficiary (Medicare Savings Program)
SLMB	58	59	59	0	Service Limited Medicare Beneficiary (Medicare Savings Program)
QI-1	23	25	25	0	QI-1 (Medicare Savings Program)
MA (METS/MNsure)	971				Medical Assistance (a: 12/3/2024
MCRE (METS)	69				MinnesotaCare (as of 12/3/2024
TOTAL	1,856	828	761	67	

TOTAL ACTIVE PROGRAMS:	2,642
TOTAL ACTIVE CASES:	2,027

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

SS

SS

	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	YTD	YTD 2023	Change
Expense															
Foster Care	14,509.12	15,695.88	11,208.21	11,012.25	9,771.75	10,842.54	10,414.56	8,870.93	6,442.67	3,038.40	4,536.83	3,043.80	109,386.94	192,898.80	-43.3%
Rule 4	-	1,103.60	2,064.80	-	1,560.90	2,885.30	-	1,419.00	476.00	-	-	-	9,509.60	77,817.26	-87.8%
Rule 8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rule 5	-	-	-	-	-	6,185.14	8,650.50	22,779.65	17,877.70	17,699.50	-	35,178.70	108,371.19	-	-
Corrections	48,314.86	46,385.58	65,215.38	77,092.30	49,283.30	56,604.85	46,683.94	39,800.31	21,351.59	32,687.27	38,341.58	21,440.40	543,201.36	502,973.27	8.0%
Adoption Aid	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Totals	62,823.98	63,185.06	78,488.39	88,104.55	60,615.95	76,517.83	65,749.00	72,869.89	46,147.96	53,425.17	42,878.41	59,662.90	770,469.09	773,689.33	-0.4%
Revenue															
Reimburse	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
MH Recovery	5,579.46	-	5,579.46	6,509.37	5,579.46	5,579.46	13,018.74	6,509.37	6,044.41	1,538.08	2,234.67	1,890.87	60,063.35	95,556.33	-37.1%
4E Recovery	-	13,306.00	-	-	5,838.00	-	-	7,360.00	-	-	-	4,596.00	31,100.00	98,592.00	-68.5%
NFC Settlement	-	-	5,739.00	-	-	-	-	-	-	-	-	-	5,739.00	1,822.00	215.0%
Totals	5,579.46	13,306.00	11,318.46	6,509.37	11,417.46	5,579.46	13,018.74	13,869.37	6,044.41	1,538.08	2,234.67	6,486.87	96,902.35	195,970.33	-50.6%
Net Expense	57,244.52	49,879.06	67,169.93	81,595.18	49,198.49	70,938.37	52,730.26	59,000.52	40,103.55	51,887.09	40,643.74	53,176.03	673,566.74	577,719.00	16.59%

2023 Totals	25,994.07	(34,836.53)	87,325.57	63,931.67	63,910.59	40,026.36	70,206.95	71,845.65	58,412.48	71,558.12	32,591.87	26,752.20			
YTD Change	31,250.45	115,966.04	95,810.40	113,473.91	98,761.81	129,673.82	112,197.13	99,352.00	81,043.07	61,372.04	69,423.91	95,847.74			

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

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935.2
194.3
334.11
309.05
1236.2
1336.44
1135.96
1188.32
36.98
369.8

314.76
1035.4
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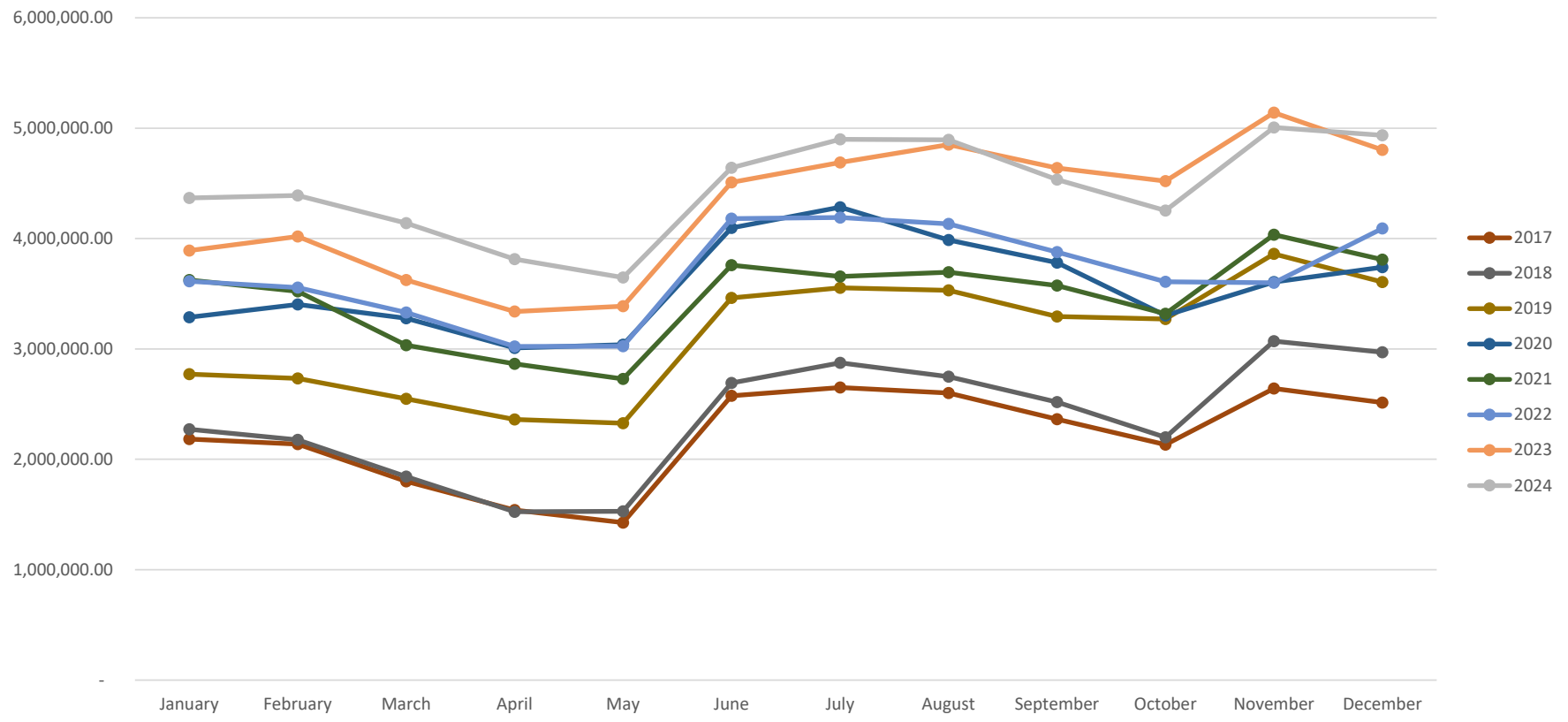
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Human Service's Month End Balance

	2017	2018	2019	2020	2021	2022	2023	2024	% of Budget
January	2,182,630.66	2,271,729.26	2,772,063.80	3,288,028.76	3,624,301.56	3,612,634.01	3,892,137.92	4,368,802.80	79.15%
February	2,138,616.83	2,176,762.19	2,732,919.27	3,403,266.76	3,521,041.97	3,555,431.44	4,019,670.50	4,391,391.39	79.56%
March	1,800,227.71	1,844,672.30	2,547,429.81	3,277,046.86	3,033,593.35	3,329,525.51	3,624,644.30	4,140,708.64	75.01%
April	1,539,707.40	1,525,256.03	2,361,226.50	3,009,330.45	2,865,586.09	3,022,501.53	3,338,694.34	3,814,053.11	69.10%
May	1,426,858.37	1,528,544.15	2,327,158.79	3,038,957.98	2,728,273.46	3,023,675.98	3,386,550.78	3,646,747.76	66.07%
June	2,576,374.42	2,692,513.93	3,462,928.17	4,095,797.92	3,759,448.23	4,180,077.80	4,510,080.21	4,640,679.57	84.07%
July	2,650,496.79	2,874,408.12	3,554,336.75	4,284,273.43	3,656,785.80	4,190,786.57	4,690,147.87	4,898,652.24	88.74%
August	2,600,332.14	2,749,859.99	3,531,954.80	3,987,655.57	3,694,899.51	4,132,301.59	4,850,104.65	4,894,959.57	88.68%
September	2,362,913.96	2,518,750.84	3,294,188.08	3,781,078.10	3,573,442.34	3,878,451.23	4,637,867.07	4,535,101.45	82.16%
October	2,133,041.74	2,198,557.64	3,270,530.55	3,301,898.06	3,318,688.76	3,609,060.10	4,520,293.45	4,253,349.62	77.05%
November	2,642,643.71	3,070,756.97	3,860,836.73	3,606,171.73	4,035,310.35	3,599,570.32	5,140,626.01	5,006,519.16	90.70%
December	2,513,770.14	2,970,003.64	3,606,171.73	3,741,217.85	3,808,445.10	4,092,234.23	4,802,666.26	4,935,928.28	89.42%
Expense Budget								5,519,935.00	

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

Human Services Cash Balance 2017-2024





Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract (“CONTRACT”), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Administration (“STATE”) and Pennington County Human Services, an independent grantee, not an employee of the State of Minnesota, located at 101 Main Avenue North, Thief River Falls, MN 56701 (“COUNTY”).

RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) has authority to enter into contracts for the following services: respite care services for children and their families.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **January 1, 2025**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date.

This CONTRACT is valid through **June 30, 2027**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No performance before notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

1.4. Survival of terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Grant Progress Reports; Liability; Information Privacy and Security; Intellectual Property Rights; State audit; and Jurisdiction and Venue.

1.5. Time is of the essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties as follows:

- A. COUNTY will design and provide planned and/or emergency children's mental health Respite Care (RC) services for eligible children and families. RC program must have the goal of reducing family stress and/or decreasing the likelihood of further out of home placement.
- B. Youth with a Severe Emotional Disturbance (SED) and their families are eligible to receive RC services with or without a case manager. COUNTY will promote and ensure equal access of RC services to all youth with a SED and their families. COUNTY will meet with individuals and organizations from underserved communities. Underserved Communities (UC) include people who are experiencing disparities because of race, ethnicity, language or social status, income, inability to access care, and other barriers to receiving services their region. COUNTY will collaborate with organizations representing UC, as well as individuals in UC, with the goal of promoting greater access to RC services.
- C. 1. COUNTY has some discretion in developing COUNTY's RC program. RC services can be provided using:
 - i. Traditional Services (TS): TS can include but are not limited to hourly or overnight stays at a licensed foster home or with a qualified and approved family member or friend. TS can occur at a child's or a provider's home.
 - ii. Non-Traditional Services (NTS): NTS includes but are not limited to payments for individual or family fitness memberships, club membership fees, enrollment in summer camp, and the purchase of art supplies.
 - iii. Combination of both TS and NTS.
- 2. RC Services do not include:
 - i. Providing safety in a Child Protection matter;
 - ii. Residential mental health treatment;
 - iii. Treatment Foster Care; and
 - iv. Services that are otherwise reimbursed by Medical Assistance.
- D. COUNTY will participate in DHS grant meetings with STATE at a frequency and location determined by both COUNTY and STATE.
- E. COUNTY will document all instances of RC services provided. For youth with a Children's Mental Health Targeted Case Manager (CMH TCM) from the COUNTY or a case management agency that contracts with the COUNTY, RC will be documented in the Individual Family Community

Support Plan (IFCSP). For youth without a CMH TCM, COUNTY has the discretion to determine the method to document RC services provided.

2.2. Grant Progress Reports.

COUNTY shall submit grant progress reports to the STATE on a quarterly basis. Grant progress reports shall indicate the number, characteristics, and demographics of youth served by RC as well as the types of services provided. The COUNTY will use the SNAP survey system to report demographic information and outreach to people and organizations from UC. COUNTY will submit quarterly reports to the STATE using the SNAP survey system. COUNTY shall submit program reports to the STATE according to the following schedule and in a mutually agreed upon format:

Service Period	Quarterly Report Due Date
January 1, 2025 – March 31, 2025	April 30, 2025
April 1, 2025 – June 30, 2025	July 31, 2025
July 1, 2025 – September 30, 2025	October 31, 2025
October 1, 2025 – December 31, 2025	January 31, 2026
January 1, 2026 – March 31, 2026	April 30, 2026
April 1, 2026 – June 30, 2026	July 31, 2026
July 1, 2026 – September 30, 2026	October 31, 2026
October 1, 2026 – December 31, 2026	January 31, 2026
January 1, 2027 – March 31, 2027	April 30, 2027
April 1, 2027 – June 30, 2027	July 31, 2027

2.3 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](#), as updated on July 1, 2024. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.1 (Level AA) and Section 508 of the Rehabilitation Act of 1973.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the “Standards” tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

3.1 Consideration. STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

a. Compensation.

1. COUNTY will be paid in accordance with **Attachment A**, Budget, which is attached and incorporated into this CONTRACT.
2. Budget Modification.
 - a. COUNTY must obtain STATE written approval before changing any part of the budget.
 - b. Notwithstanding Clause 17.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of that budget year total and does not change the total obligation amount.
 - c. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan, page 69, Chapter 15](#).¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

c. Total obligation. The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **thirty-five thousand eight hundred ninety-seven dollars (\$35,897)**.

d. Withholding. For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

3.2. Terms of payment

a. Invoices. Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted in a form prescribed by STATE, if applicable, and according to the following schedule: invoices shall be submitted 30 days after the end of the associated quarterly reporting due date set forth in Clause 2.2. If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed invoice format.

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

b. **Federal funds.** N/A

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation, or if COUNTY has failed to provide Grant Progress Reports pursuant to Clause 2.2, or if the Progress Reports are determined to be unsatisfactory.

4.2. Payments to subcontractors. (If applicable) As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.3. Administrative costs and reimbursable expenses. Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

4.4. Unexpended Funds.

COUNTY must promptly return to the STATE any unexpended funds that have not been accounted for annually in a financial report to the STATE due at grant closeout.

5. PAYMENT RECOURPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from the STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 3.1(a);

- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. TERMINATION.

6.1. Termination by the State.

- a. **Without cause.** STATE may terminate this CONTRACT without cause, upon 30 days' written notice to COUNTY. Upon termination, COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- b. **Termination for Cause.** STATE may immediately terminate this CONTRACT if the STATE finds that there has been a failure to comply with the provisions of the CONTRACT, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. STATE may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

6.2. Termination by the Commissioner of Administration.

In accord with Minn. Stat. § 16B.991, subd. 2, the Commissioner of Administration may unilaterally cancel this CONTRACT if further performance under the CONTRACT would not serve agency purposes or is not in the best interest of the STATE.

6.3. Insufficient funds. STATE may immediately terminate this CONTRACT 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 will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE'S receiving that notice.

6.4. Breach. Notwithstanding clause 6.1, upon STATE'S knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

6.5. Conviction relating to a grant. In accordance with Minn. Stat. § 16B.991, subd. 1, this CONTRACT will immediately be terminated if the recipient is convicted of a criminal offense relating to a grant agreement.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Darrin Helt** or successor. Phone and email: **651-431-2325** and **darrin.helt@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Elizabeth Gerhart** or successor. Phone and email: **218-681-2880** and **elgerhart@co.pennington.mn.us**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. N/A

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

9. LIABILITY.

To the extent provided for in Minn. Stat. §§ 466.01-466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

- a. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (the "Data Practices Act") as "not public data" on individuals to COUNTY under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- b. It is expressly agreed that COUNTY will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, COUNTY is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. §

160.103 as a result of, or in connection with, this CONTRACT. Therefore, COUNTY is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this CONTRACT. If COUNTY has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this CONTRACT, COUNTY will be responsible for its own compliance.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts, and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and

will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

12.1. General publicity. Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE's authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the COUNTY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the COUNTY's website when practicable.

12.2. Endorsement. COUNTY must not claim that STATE endorses its products or services.

13. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

14.1. State audit.

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. Independent audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. Federal audit requirements and COUNTY debarment information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions: <https://mn.gov/admin/osp/government/suspended-debarred/>. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

14.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

15. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. 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.

17.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 17.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1. Contracting and bidding requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

18.2. Prevailing wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

19. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

20. LEGAL COMPLIANCE.

20.1 General compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

20.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity or expression, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude

from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #[1329](#) (Sexual Harassment Prohibited) and #[1436](#) (Harassment and Discrimination Prohibited).

20.3 Grants management policies. COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) Policy 08-10.

20.4 Conflict of interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM Policy 08-01. COUNTY shall immediately notify STATE if a conflict of interest arises.

21. OTHER PROVISIONS

21.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

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Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.

By: 
3457B11AE88849D...

Date: 12/23/2024

Contract No: 261761

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

County

State Authorized Representative

2. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: 
3E77AF288434404...

Title: Social Service Supervisor

Date: 1/9/2025

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

Attachment A: Budget (Pennington County Human Services)				
BUDGET SUMMARY: 1/1/2025-06/30/2027				
CATEGORY	SFY2025	SFY2026	SFY2027	Total Contract
	1/1/2025-06/30/2025	07/01/2025-06/30/2026	07/01/2026-06/30/2027	
Direct Assistance-Transportation	2,160.00	4,320.00	4,320.00	10,800.00
Direct Assistance-CMH Respite Care	4,319.00	8,639.00	8,639.00	21,597.00
Indirect Costs/Administration (up to 10%)	700.00	1,400.00	1,400.00	3,500.00
TOTAL FUNDS	7,179.00	14,359.00	14,359.00	35,897.00



U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES
Office for Civil Rights

Midwest Region • Kluczynski Federal Building
230 S. Dearborn St. • Suite 3346 • Chicago, IL 60604
Voice: 800-368-1019 • TDD: 800-537-7697
Fax: 202-619-3818 • www.hhs.gov/ocr

December 2, 2024

Thomas Gerberding
Assistant Deputy General Counsel
Minnesota Department of Human Services
General Counsel's Office
Post Office Box 64254
St. Paul, Minnesota 55164-0254

SENT VIA E-MAIL: thomas.gerberding@state.mn.us

Re: OCR Transaction Number: 24-568568

Dear Mr. Gerberding:

As you are aware, the U.S. Department of Health and Human Services (HHS), Office for Civil Rights (OCR) received a complaint on March 1, 2024, alleging that the Minnesota Department of Human Services (MDHS) and the Department of Children, Youth, and Families (DCYF), through its county Child Protective Services (CPS) agencies and county law enforcement agencies, discriminate against Black/African American families in Minnesota based on race. OCR also became aware of concerns that American Indian children and their families are disproportionately represented in Minnesota's child welfare system and experience disparate outcomes based on race.

During the week of October 21, 2024, OCR conducted interviews with MDHS/DCYF, Ramsey County Department of Social Services, and Hennepin County Children and Families Services employees as part of an onsite investigation. Based on information received during the interviews, OCR is requesting additional information responsive to allegations that MDHS/DCYF, through its county CPS agencies, denies behavioral health services to foster children with disabilities in the most integrated setting appropriate to their needs.

During its investigation, OCR received information suggesting that MDHS/DCYF, through its county CPS agencies, unnecessarily segregates foster children with disabilities in psychiatric residential treatment facilities (PRTF), qualified residential treatment placements (QRTP), and inappropriately houses foster children in psychiatric hospital settings and county CPS offices due to the lack of therapeutic foster care placements in violation of Section 504 of the Rehabilitation Act of 1973 (Section 504)¹ and Title II of the Americans with Disabilities Act of 1990 (ADA)². OCR is also concerned that African American and American Indian children may

¹ 29 U.S.C. 794, et seq., as implemented by 45 C.F.R. Part 84.

² 42 U.S.C 12131, et seq., as implemented by 28 C.F.R. Part 35.

disproportionately bear the burden of these placements in violation of Title VI of the Civil Rights Act of 1964 (Title VI)³.

OCR has jurisdiction over the MDHS/DCYF pursuant to Title VI, Section 504, and Title II of the ADA. Title VI prohibits discrimination on the basis of race, color, and national origin in federally assisted programs and activities. Section 504 prohibits discrimination on the basis of disability in any program or activity receiving Federal financial assistance and applies to all MDHS/DCYF programs and activities. Updates to the Section 504 regulation, effective July 8, 2024, strengthened protections against disability discrimination in the child welfare system. Specifically, Section 504 at 45 C.F.R. 84.68(d) and 84.76 applies the ADA's integration mandate to child welfare programs and activities. The regulation requires child welfare entities to place qualified children with disabilities in community settings when such placements are appropriate. Title II of the ADA prohibits discrimination on the basis of disability in all programs, services, and activities of public entities and also prohibits the unnecessary segregation of people with disabilities. MDHS/DCYF is a recipient of federal financial assistance and is a public entity within the meaning of Title II of the ADA.

To facilitate our investigation, please respond to the attached data and information request within twenty **(20) calendar days** of the date of this letter. Please number each response to correspond with the number in the amended data request. You may provide any additional materials you deem relevant in determining MDHS/DCYF's compliance.

Please be advised that federal regulations prohibit covered entities from harassing, intimidating or retaliating against individuals who participate in OCR investigations or compliance reviews. Any such action may constitute a violation of 45 C.F.R. § 80.7(e). We request that you take all necessary steps to assure compliance with this prohibition. If you have any questions, please do not hesitate to contact Suzanne Blaz (suzanne.blaz@hhs.gov) and Harita Joshi (harita.joshi@hhs.gov).

Communication by unencrypted email presents a risk of disclosure of the transmitted information to, or interception by, unintended third parties. Keep this in mind when communicating with OCR by email. When contacting this office, please remember to include the transaction number located in the upper left-hand corner of this letter. Please know that our office is committed to completing its investigation in an efficient and timely manner. Thank you for your cooperation.

Sincerely,

Alicia A. Galan -S

Digitally signed by Alicia A.
Galan -S
Date: 2024.12.02 15:01:11 -06'00'

Steven M. Mitchell
Regional Manager

Enclosure: Supplemental Data and Information Request

³ 42 U.S.C. 2000d-1, et. seq., as implemented by 45 C.F.R. Part 80.

Supplemental Data and Information Request

As part of this ongoing investigation, OCR requests that MDHS/DCYF provide the following information:

1. Provide a written response to allegations that MDHS/DCYF is not in compliance with the requirements of Title VI, Section 504, and Title II of ADA.
2. By county, list the names of each agency providing behavioral health services to children with disabilities residing at home.
 - a. Describe the service, identify eligibility criteria, whether there is a wait list for services, and the number of children on the waitlist.
 - b. For each child enrolled in behavioral health services, provide the following information:
 - i. Case number
 - ii. Age and race
 - iii. Disability
 - iv. Type of behavioral health service
 - v. Community-based, residential, crisis, etc.
 - vi. Contact information for service provider.
3. By county, list the number of foster children placed at PRTFs or QRTPs as of the date of this letter. For each foster child, provide the following information:
 - a. Case number
 - b. Age and race
 - c. Disability
 - d. Reason for placement in a residential setting
 - e. Date of the placement
 - f. Length of time in placement
 - g. Treatment services provided
 - h. Education services provided
 - i. Name of facility (city and state).
 - j. Distance of the child's legal guardian(s) from the placement
 - k. Frequency of visitation with legal guardian(s), siblings, and relatives
 - l. Form of visits with legal guardians, siblings, and relatives
 - m. Copy of each foster child's habilitation plan
 - n. Number of placements in PRTFs or QRTPs in the preceding three years.
4. By county, list the number of foster children placed at a out-of-state behavioral health facility as of the date of this letter. For each foster child, provide the following information:
 - a. Case number
 - b. Age and race
 - c. Disability
 - d. Reason for placement
 - e. Date of the out-of-state placement and reason for placement out-of-state

- f. Location of the out-of-state behavioral health facility (city and state)
 - g. Length of time the foster child has resided at the out-of-state behavioral health facility
 - h. Treatment services provided
 - i. Education services provided
 - j. Distance of the child's legal guardian(s) from the child's placement
 - k. Frequency of visitation with legal guardian(s), siblings, and relatives
 - l. Form of visits with legal guardians, siblings, and relatives
 - m. Copy of each foster child's habilitation plan
 - n. Number of placements in the preceding three years.
5. By county, list the number of foster children placed at juvenile detention facilities as of the date of this letter. For each foster child, provide the following information:
- a. Case number
 - b. Age and race
 - c. Disability
 - d. Type of placement (e.g., temporary, court order, voluntary, secured)
 - e. Reason for placement
 - f. Date of placement
 - g. Location of placement (city and state)
 - h. Length of time at the placement
 - i. Treatment services provided
 - j. Education services provided
 - k. Distance of the child's legal guardian(s) from the child's placement
 - l. Frequency of visitation with legal guardian(s), siblings, and relatives
 - m. Form of visits with legal guardian(s), siblings, and relatives
 - n. Copy of foster child's habilitation plan.
6. By county, list the number of foster children boarded in county CPS agency offices and non-foster home settings (e.g., group homes, shelter care, etc.) as of the date of this letter. For each foster child, please provide the following information:
- a. Case number
 - b. Age and race
 - c. Disability
 - d. Type of setting
 - e. Reason for placement in non-foster home setting
 - f. Length of time held in the setting
 - g. Education services provided
 - h. Behavioral health services provided
 - i. Frequency of visits with legal guardian(s), siblings, and relatives
 - j. Form of visits with legal guardian(s), siblings and relatives.
7. By county, list the number of foster children boarded in county CPS offices and other non-foster home settings in the three years preceding the date of this letter. Provide the average number of nights foster children were boarded in county CPS offices and other non-foster home settings.

8. By county, list the number of foster children held in emergency departments, psychiatric hospitals, or other residential facilities as of the date of this letter. For each foster child, please provide the following information:
 - a. Case number
 - b. Age and race
 - c. Disability
 - d. Date of placement in the facility
 - e. Reason for placement
 - f. Length of time the child has been held in the facility
 - g. Type of facility
 - h. Location of facility
 - i. Education services provided
 - j. Behavioral health services provided
 - k. Frequency of visits with legal guardian(s), siblings, and relatives
 - l. Form of visits with legal guardian(s), siblings, and relatives
 - m. Reason for not providing services in a therapeutic foster home.
9. Please provide a copy of MDHS/DCYF and county CPS agencies policies and procedures regarding assessing the disability related needs of foster children with a disability.
10. Provide copies of disability screening tools and materials used to assess the needs of individuals with disabilities, including foster children with disabilities.
11. Describe how MDHS/DCYF and county CPS agencies provide specialized instruction, supportive services and/or reasonable accommodations/program modifications to foster children with disabilities.
12. Describe actions taken by MDHS/DCYF and county CPS agencies to place foster children with disabilities in the most integrated setting appropriate to their needs.
13. Provide a complete copy of training manuals, presentations, or other guidance used to train employees on the requirements of Section 504 and Title II of ADA.
14. Describe how MDHS/DCYF monitors county CPS offices' compliance with Title VI, Section 504, and Title II of ADA.
15. Provide a summary and disposition of all disability complaints received by MDHS/DCYF and county CPS agencies between 2019 and 2023.
16. Describe the responsibilities of county CPS office Section 504 coordinators. If the county has not designated a person as the Section 504 coordinator, then describe how county CPS agencies ensure compliance with Section 504 and the ADA.
 - a. Provide a copy of the resume of each person responsible for overseeing the county's CPS office's compliance with federal nondiscrimination laws.

17. Provide attendance rosters for county CPS agencies completion of training on federal nondiscrimination laws.
18. Provide copies of MDHS/DCYF and county CPS agencies Section 504 policies and procedures, including:
 - a. Copies of training materials including participant and instructor materials
 - b. Frequency of training
 - c. How training requirements are enforced.
19. Provide a copy of the county's notice of non-discrimination.
20. Provide copies of non-discrimination policies and procedures, including but not limited to those related to discrimination on the basis of disability. Please include the effective date of these documents.
21. Please provide information on how individuals can file a Section 504 grievance complaint with the county.
22. Please provide any additional material you would like us to consider when determining MDHS/DCYF's compliance status.