STATE OF MINNESOTA
INTERAGENCY AGREEMENT

WHEREAS, the Minnesota Department of Public Safety, Fire Marshal Division (State Fire Marshal) and the Minnesota Department of Human Services (DHS) are authorized to enter into an agreement on follow-up inspections (re-inspections) of programs licensed under chapter 245A to determine whether certain violations cited by the State Fire Marshal have been corrected, pursuant to Minnesota Statutes, section 299F.011, subdivision 4a, item (e); and

WHEREAS, the State Fire Marshal and DHS share the common goal of assuring the safety of children and adults in licensed family child care homes, child and adult foster care programs, community residential settings, and family adult day services; and

WHEREAS, the State Fire Marshal and DHS have a shared interest in assuring that the above referenced facilities are inspected by the State Fire Marshal when required by Minnesota Rules, parts 9502.0300-0445 [family child care]; 2960.3000-3340 [child foster care]; 9555.5105-6265 [adult foster care]; Minnesota Statutes, section 245D.21 [community residential settings/CRS]; and, section 245A.143 [family adult day services/FADS]; and

WHEREAS, some family child care, child foster care, adult foster care, community residential settings, and family adult day services licensing functions are delegated to counties and private agencies under chapter 245A, and Minnesota Rules, part 9543.0030; and

WHEREAS, county and private child placing agency licensors (county and private agency licensors) may conduct re-inspections of family child care homes, child foster care homes, adult foster care homes, community residential settings, and family adult day services, subject to licensure under Minnesota Statutes, Chapters 245A and 245D, to determine compliance with State Fire Code requirements.

NOW THEREFORE, IT IS AGREED:

I. DUTIES OF THE DEPARTMENT OF PUBLIC SAFETY, FIRE MARSHAL DIVISION.
The State Fire Marshal agrees to perform the following services:

A. When required by state statute or rule, the State Fire Marshal or local fire inspector conducts the initial inspections of the following licensed facilities: family child care homes, child foster care homes, adult foster care homes, community residential settings, and family adult day services.

B. Upon completion of a required initial inspection, the State Fire Marshal or local fire inspector shall document specific items that require re-inspection that can be completed by the county or private agency licensor on an Inspection and Compliance Order, and provide a copy of the order to the county or private agency licensor.

C. The State Fire Marshal shall provide ongoing technical assistance and ongoing training to the county and private agency licensors conducting re-inspections. The State Fire Marshal shall make fire safety information sheets available to DHS and the county and private agency licensors.

II. DUTIES OF THE DEPARTMENT OF HUMAN SERVICES.
DHS or its designee agrees to perform the following services:

A. DHS shall provide training and technical assistance to county and private agency licensors on when initial fire inspections are required for family child care homes, child foster care homes, adult foster care homes, community residential settings, and family adult day services.

Last updated on August 23, 2016, by DHS & FM (via conference call)
III. EXPECTATIONS FOR COUNTY AND PRIVATE CHILD PLACING AGENCY LICENSORS.
The following terms describe the expectations set forth for the county and private agency licensors, and the scope of the re-inspections:

A. All county and private agency licensors shall attend training provided by the State Fire Marshal prior to conducting re-inspections of family and group family child care homes, child foster care homes, adult foster care homes, community residential settings, and family adult day services. County and private agency licensors shall repeat training at least every four (4) years.

B. Using the specific items identified in the Inspection and Compliance Order, the county and private agency licensors are permitted to re-inspect licensed programs to verify the correction of the specific identified violations of the State Fire Code as identified by the State Fire Marshal.

C. If a county or private agency licensor requires technical assistance from the State Fire Marshal to determine whether a violation has been corrected, the licensor shall contact the fire marshal inspector who conducted the original inspection. If the licensor determines that verification of correction of an outstanding fire code violation is beyond the licensor’s professional expertise, the licensor may request the fire marshal to conduct the re-inspection.

D. If, upon re-inspection, a program is not in compliance with the State Fire Code requirements identified in the Inspection and Compliance Order, the county or private agency licensor shall not recommend that a license be issued.

IV. INITIAL INSPECTION REQUESTS FOR FAMILY CHILD CARE AND CHILD FOSTER CARE.
The following items are means to ensure that inspection requests for family child care and child foster care are made to the State Fire Marshal or local fire inspection agencies only when required.

A. NEWER HOMES: For homes, including manufactured (mobile) homes constructed within the last 5 years, and provided there has been no new construction within the home, a certificate of occupancy is accepted as documentation that the home meets applicable requirements of the State Fire Code. Certificates of occupancy are typically on file with the Inspection Department of the appropriate jurisdiction (city, township, or county).

B. SECOND MEANS OF ESCAPE: One of the most common problems encountered in licensed programs is the lack of a second means of escape from any room used for child sleeping. Two separate means of escape are required. The first means of escape is usually the main exit from the home or the stairway from a lower or upper story. The second means of escape from these rooms can be another door (patio doors are often used), or an egress window (probably the most typical second means of escape). The fire safety information sheet contains specific information on these requirements. Homes with an approved fire sprinkler system are not required to have a second means of escape.

C. FIREPLACES: Houses with built-in fireplaces do not need to be inspected because of the trigger for “wood stoves” or “wood-heating appliances.” Inspection requests should only be made for houses having non-built-in solid fuel burning appliances indoors.

D. ATTACHED GARAGES: Houses with attached garages do not need to be inspected if the wall between the house has gypsym wallboard (i.e. sheetrock), there are no holes, windows, or glass between the house and garage, and there is a solid-core door between the garage and house.
E. MULTIPLE INSPECTION REQUESTS PER APPLICANT: The State Fire Marshal can only inspect a
circle house for each applicant. Many applicants request “real estate” inspections of multiple possible
locations. If the applicant is looking for a suitable residence to purchase for child care purposes, it is
suggested that the applicant contact a private-party home inspector to assist them in making their
purchase decision.

F. APPOINTMENTS: In the event that an appointment made with the State Fire Marshal is not kept, e.g.
the applicant was not at home for the inspection, and did not, in advance, notify the State Fire Marshal,
the inspection request will be sent back to the licensing agency. The State Fire Marshal may choose to
refuse future requests from an applicant who fails to keep an appointment.

V. CONSIDERATION AND TERMS OF PAYMENT.
DHS and the State Fire Marshal shall each bear their own costs associated with this Agreement and no
payment is required by either of the parties. However, if additional resources are made available, this
Agreement shall be renegotiated, and an appropriate agreement developed.

VI. DURATION OF AGREEMENT.
The duration of this Agreement shall be from October 1, 2016, until either party determines that an update
to this Agreement is required.

VII. CANCELLATION.
This Agreement may be cancelled by DHS or the State Fire Marshal at any time, with our without cause,
upon thirty (30) days written notice to the other party.

VIII. AUTHORIZED AGENT.
The authorized agent for DHS is Regina Wagner. The authorized agent for the State Fire Marshal is Bruce
West.

IX. ASSIGNMENTS.
Neither the Department of Human Services nor the Department of Public Safety shall assign or transfer any
rights or obligations under this Agreement without prior written consent of the other party. This shall not
be construed to prohibit local inspections. However, this Agreement is only binding on DHS and the State
Fire Marshal, and not the State Fire Marshal’s delegated agencies.

X. AMENDMENTS.
Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who
executed the original Agreement, or their successors in office.

XI. DATA PRACTICES.
It is expressly agreed that the State Fire Marshal is not a member of or included within the welfare system
for purposes of the Minnesota Government Data Practices Act (Data Practices Act) as a result of this
Agreement. Each party is independently required to comply with the requirements of the Data Practices
Act, therefore, the parties agree that no party shall be liable for any violation of any provision of the Data
Practices Act indirectly or directly arising out of, resulting from, or in any manner attributable to the
actions of the other party.

XII. TORT LIABILITY.
No tort liability is transferred to the Commissioner of Human Services as a result of the Commissioner of
Human Services or the Commissioner of Human Services’ agents performing activities within the limits of
this Agreement.
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

APPROVED BY:

1. DEPARTMENT OF PUBLIC SAFETY
   By: [Signature]
   Title: State Fire Marshal
   Date: 8/29/2016

2. DEPARTMENT OF HUMAN SERVICES
   By: [Signature]
   Title: Deputy Inspector General - Licensing Div.
   Date: 9/4/10