

**GOODHUE COUNTY
HEALTH & HUMAN SERVICES (GCHHS)**



REQUEST FOR BOARD ACTION

Requested Board Date:	January 17, 2023	Staff Lead:	Abby Villaran
Consent Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Attachments:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Action Requested:	Approve Regional CREST & Mobile Crisis Grant Cooperative Agreements.		

BACKGROUND:

The Minnesota Department of Human Services (DHS) has continued mental health Mobile Crisis grant funding for the CREST Initiative Counties - Dodge, Fillmore, Goodhue, Houston, Mower, Steele, Wabasha, Waseca and Winona. This grant is for the Crisis Response of Southeast Minnesota with a partnership between Zumbro Valley Health Center, South Central Human Relations, and Hiawatha Valley Mental Health Center. This service is a part of the new Southeast Regional Crisis Center (SERCC) continuum of services. The operator of SERCC is Nexus Family Healing.

The Mobile Crisis grant is from January 1, 2023 through December 31, 2024. The Grant includes an on-going State grant amount of \$1,363,343.00 between the two years.

Additional funding is also needed from each county in order to maintain service levels.

The Goodhue County HHS costs are included in the GCHHS 2023 approved budget.

County	2023	2024
Fillmore	\$21,470	\$21,470
Goodhue	\$47,352	\$47,352
Houston	\$18,988	\$18,988
MNPrairie	\$78,194	\$78,194
Mower	\$40,904	\$40,904
Olmsted	\$163,550	\$163,550
Wabasha	\$22,034	\$22,034
Winona	\$51,818	\$51,818

RECOMMENDATION: HHS Department recommends approval as requested.

**COOPERATIVE AGREEMENT
ADULT & CHILDREN’S MOBILE CRISIS GRANT COOPERATIVE AGREEMENT
2023-2024**

WHEREAS, Fillmore County, Goodhue County, Houston County, Mower County, Olmsted County, Minnesota Prairie County Alliance, Wabasha County, and Winona County (“Participating Counties”) have agreed to integrate State financial resources into the CREST Initiative (“CREST”); and

WHEREAS, CREST was established in 1995 under the authority of the County Mental Health Authorities, in accordance with M.S. 245.465 and the Commissioner of Human Services; and

WHEREAS, Participating Counties adopted the CREST Compact Council Operating Procedures and By-Laws developed on July 16, 2004; and

WHEREAS, CREST is responsible for allocating State financial resources to provide Adult Mental Health Initiative services in Participating Counties; and

WHEREAS, by integrating Rule 12 State Operated Services financial resources into CREST, Participating Counties are therefore allowed maximum flexibility in using such resources in a manner best suited to client and regional needs; and

WHEREAS, in December 2013 the Minnesota Department of Human Services (DHS) awarded Participating Counties an Adult & Children’s Mobile Crisis Services Grant (“Grant”);

NOW THEREFORE, in consideration of the mutual promises and consideration contained herein among Participating Counties and the authority provided in Minn. Stat. 471.59, Participating Counties agree as follows:

1. The purpose of this Agreement is to jointly agree that Participating Counties will integrate the Mobile Crisis Grant (Grant) resources into CREST, from January 1, 2023 to December 31, 2024.
2. The Grant includes an ongoing amount of \$1,363,343.00 between the two years.
3. The Participating Counties have agreed to the need to maintain Mobile Crisis Services at full capacity. In order to maintain that capacity when either DHS has reduced the grant award or when service expenses have increased, each Participating County has agreed to pay the amounts listed below to maintain full capacity of Mobile Crisis Services. The amounts listed below for the Participating Counties are based on the relative proportion of each Participating County’s population as certified by the Minnesota State Demographic Center’s annual estimate, except in years the United States census is published. Each summer population estimates for the previous year are released which will be used to determine the following two year’s contributions. Olmsted County will invoice each Participating County sometime after July 1st of each year.

County	2023	2024
Fillmore	\$21,470	\$21,470
Goodhue	\$47,352	\$47,352
Houston	\$18,988	\$18,988
MNPrairie	\$78,194	\$78,194
Mower	\$40,904	\$40,904
Olmsted	\$163,550	\$163,550

Wabasha	\$22,034	\$22,034
Winona	\$51,818	\$51,818

4. If there is underspending from 2023, Participating Counties can carry that amount over and their 2024 invoice will reflect that. If there is underspending from 2024, Participating Counties will review the underspend as part of the December 2024 Regional Directors' Meeting and jointly determine how to address the underspend on or before the January 2025 Regional Directors' Meeting. If a refund is the decision, Olmsted County will issue said refund in the first quarter 2025.
5. Olmsted County will act as the fiscal host for the Grant and shall receive a flat administrative fee of \$48,500 for calendar year 2023 and \$49,500 for calendar year 2024 to act as fiscal host for the Grant.
6. Allocations occurring in future calendar years may be added to this Agreement via written addendum.
7. If the State requests that allocated funds distributed be returned, Participating Counties shall return such funds allocated for crisis services.
8. Each Participating County authorizes Olmsted County to be the entity to contract directly with provider agencies for key roles in the development and provision of mobile crisis services. Upon completion and signature of any contracts, Olmsted County shall provide a copy to each Participating County upon request.
9. Each Participating County who receives grant dollars passed through Olmsted County agrees to indemnify and hold harmless Olmsted County for any determinations by any authority that grant dollars used by or received by the Participating County were not used and/or must be repaid to the State or Federal government. The affected Participating County agrees to pay any necessary amounts, including any penalties, interest, or fees of any kind, on the time schedule determined by the State or Federal government to the payee determined by the State or Federal government. If Olmsted County, solely in its own discretion, agrees to be an intermediary in any repayments for the affected Participating County, that County agrees to cooperate fully with Olmsted County and to not delay any necessary payments. The affected Participating County agrees to reimburse Olmsted County for any reasonable costs incurred by Olmsted County related to assisting the affected Participating County or caused by complying with requests of the granting authority related to funds received by that Participating County.
10. Olmsted County may not advance pass-through or expense reimbursement grant dollars to any other county. Each Participating County acknowledges that it will not receive any grant funds from Olmsted County until Olmsted County has received the funds from the grantor. Olmsted County will make reasonable efforts to disburse funds to each Participating County as soon as practicable through Olmsted County's normal accounts payable processes.
11. Each Participating County acknowledges that if the grant terms require provision of documentation by the fiscal support entity for any purpose including securing reimbursement from the grantor that it must provide the documentation to Olmsted County on the schedule established by Olmsted County so that sufficient processing time is available to pass the information through to the grantor. Olmsted County will make reasonable efforts to gather and pass on required documentation, but staff absences or workload may delay this process. Olmsted

County is not responsible for any interest or fees due to delayed pass through of funds which result from the Participating County's failure to provide documentation on a timely basis. Olmsted County is not responsible for requesting, editing, reviewing, changing, or verifying any information provided to it by Participating Counties for this grant unless specifically stated elsewhere in this Agreement.

12. Participating Counties may audit records related to CREST and Mobile Crisis and services provided under this Agreement. Participating Counties agree to cooperate with any records disclosure request made by any Participating County, or the State Auditor related to an audit of this program. Parties agree to be bound by the requirements of the Minnesota Government Data Practices Act as it applies to any data which may be created in the course of this program.
13. Each Participating County shall maintain at their own expense general liability, professional liability and error and omissions insurance coverage, or equivalent coverage, at levels appropriate to cover the activities of that Participating County or its subcontractors, agents, or employees under this Agreement.
14. Participating Counties shall save and hold harmless all other Participating Counties and its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Participating Counties or its subcontractors, agents, or employees under this Agreement.
15. The failure of any Participating County to enforce any provisions of this Agreement shall not constitute a waiver by such County of that or any other provision.
16. The Participating Counties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
17. The term of this Agreement shall be from January 1, 2023 through December 31, 2024 and/or shall remain in effect until one of the following occurs: 1) a new Agreement is signed by all Participating Counties 2) the term of this Agreement is extended via an Addendum or 3) the Participating Counties choose to terminate the Agreement in accordance with the termination language below.
18. The Participating Counties may also terminate this Agreement effective upon mailing of 30 days of written notice to other affected parties, under any of the following conditions:
 - a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Agreement may at the parties' discretion be modified to accommodate a reduction in funds.
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

- c. If any Participating County chooses to opt out of providing CREST-funded Rule 12 adult mental health services, which will require at least 60-day notice to the other Participating Counties. In this event, the remaining Participating Counties shall jointly determine whether to terminate this Agreement or redistribute the CREST funds amongst the remaining Participating Counties.

Any such termination of the Agreement shall not reduce or negate any obligations or liabilities of any party already accrued prior to such termination.

- 19. Participating Counties shall individually sign and return this Agreement to Olmsted County Health, Housing and Human Services, Contract Management Unit, 2117 Campus Drive S.E., Suite 200, Rochester, MN 55904.
- 20. Each Participating County shall provide the Contract Management Unit with a copy of the fully signed Cooperative Agreement.
- 21. This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understanding, agreements, and representations. There are no oral or written understandings, agreements or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

COUNTY OF GOODHUE

By: _____
Title: Chairperson of the HHS Board

Dated: _____

ATTESTED TO:

By: _____
Title: HHS Director

Dated: _____

**COOPERATIVE AGREEMENT
CREST INITIATIVE
2023-2024**

WHEREAS, Fillmore County, Goodhue County, Houston County, Mower County, Olmsted County, Minnesota Prairie County Alliance which is comprised of Dodge County, Steele County and Waseca County, Wabasha County, and Winona County (“Participating Counties”) have agreed to integrate State financial resources into the CREST Initiative (“CREST”); and

WHEREAS, CREST was established in 1995 under the authority of the County Mental Health Authorities, in accordance with Minn. Stat. 245.465 and the Commissioner of Human Services; and

WHEREAS, Participating Counties adopted the CREST Compact Council Operating Procedures and By-Laws developed on July 16, 2004; and

WHEREAS, CREST is responsible for allocating State financial resources to provide Adult Mental Health Initiative services in Participating Counties; and

WHEREAS, CREST membership is comprised of: representatives from each Participating County including one representative from the 3 counties which make up the Minnesota Prairie County Alliance and one representative from the Department of Human Services, Mental Health Division; and

WHEREAS, by integrating State financial resources into CREST, Participating Counties are therefore allowed maximum flexibility in using such resources in a manner best suited to client and regional needs; and

WHEREAS, the Minnesota Department of Human Services allocates Adult Mental Health Initiative Grant funding to Olmsted County, who is the authorized fiscal host of the CREST Region.

NOW THEREFORE, in consideration of the mutual promises and consideration contained herein among Participating Counties and the authority provided in Minn. Stat. 471.59, Participating Counties agree as follows:

1. The purpose of this Agreement is to jointly agree that Participating Counties will continue integrating State financial resources into CREST for Calendar Years 2023 and 2024, from January 1, 2023 to December 31, 2024. The total of the State funded allocation for calendar years 2023 and 2024 is \$4,595,908.00.
2. As fiscal host, Olmsted County may apply for and receive the Adult Mental Health Initiative Funding Grant on behalf of CREST related to adult mental health services provided in Participating Counties.
3. Olmsted County on behalf of CREST may apply for and receive grants related to adult mental health services provided in Participating Counties. If grant funds are received, this Agreement shall be amended to add the additional grant fund amount to the \$4,595,908.00 total.
4. CREST funds will be allocated as determined by the regional management team throughout the 8 participating CREST County agencies and reviewed quarterly.

5. If the State requests that allocated funds distributed through CREST be returned, Participating Counties shall return such funds.
6. Olmsted County shall receive \$160,000.00 to act as fiscal host for these CREST funds. Fiscal host duties shall include, but are not limited to:
 - a. Establishing an account to ensure proper record keeping of all the receipts and expenditures
 - b. Performing all CREST accounting and fiscal reporting duties, including:
 - 1) Review of documentation of expenses to ensure that the expense is allowable, including but not limited to both the type of expense and timing of the expense within the proper grant period, subject to the following restrictions:
 - a) All expenditures must be for services, or items necessary for the delivery of those services.
 - b) "Capital" purchases are prohibited. Capital purchases are defined as something which has a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000 and is 1) land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; or 2) additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations of the items listed above that materially increase their value or useful life (not ordinary repairs and maintenance). Exceptions to the prohibition of capital purchases will be considered on a case-by-case basis.
 - c) The budgets, expenditures, and programs are subject to periodic review by the Commissioner of DHS.
 - d) Expenditures shall be reported by Olmsted County to DHS on the quarterly SEAGR report (DHS-2557) and on the BRASS-Based Grant Fiscal Report (DHS-2895).
 - e) Olmsted County will submit DHS Form 2895 to DHS on behalf of the Region.
 - 2) Implement CREST-specific contracts with existing and potential providers of CREST-funded services.
 - 3) Ensure that the contracted providers are billing eligible insurance before accessing CREST grant funding.
 - 4) Ensure that participating Counties cooperate with Olmsted County on following DHS Policy 08-10 which involves Monitoring Contracts, Risk Assessment and Fiscal Reconciliation of those contracts over \$50,000.
 - 5) Ensure that Participating Counties and contracted providers are completing all required data reporting, including the Adult AMHI Reporting Tool.

- a) Participating Counties will complete and submit to Olmsted County on a quarterly basis the Adult AMHI Reporting Tool within 15 days of the end of the quarter.
7. Each Participating County who receives grant dollars passed through Olmsted County agrees to indemnify and hold harmless Olmsted County for any determinations by any authority that grant dollars used by or received by the Participating County were not used and/or must be repaid to the State or Federal government. The affected Participating County agrees to pay any necessary amounts, including any penalties, interest, or fees of any kind, on the time schedule determined by the State or Federal government to the payee determined by the State or Federal government. If Olmsted County, solely in its own discretion, agrees to be an intermediary in any repayments for the affected Participating County, that County agrees to cooperate fully with Olmsted County and to not delay any necessary payments. The affected Participating County agrees to reimburse Olmsted County for any reasonable costs incurred by Olmsted County related to assisting the affected Participating County or caused by complying with requests of the granting authority related to funds received by that Participating County.
8. Olmsted County will make reasonable efforts to disburse budgeted funds to each Participating County and/or contracted provider as soon as practicable through Olmsted County's normal accounts payable processes.
9. Each Participating County acknowledges that it has received a copy of the *2021-2022 Minnesota Department of Human Services County Grant Contract* for AMHI and CSP funding and will comply with all grant provisions in the document.
10. If the grant terms require provision of documentation by the fiscal support entity for any purpose including securing reimbursement from the grantor that it must provide the documentation to Olmsted County on the schedule established by Olmsted County so that sufficient processing time is available to pass the information through to the grantor. Olmsted County will make reasonable efforts to gather and pass on required documentation but staff absences or work load may delay this process. Olmsted County is not responsible for any interest or fees due to delayed pass through of funds which result from the Participating County's failure to provide documentation on a timely basis. Olmsted County is not responsible for requesting, editing, reviewing, changing, or verifying any information provided to it by Participating Counties for this grant unless specifically stated elsewhere in this Agreement.
11. Participating Counties may audit records related to CREST and services provided under this Agreement. Participating Counties agree to cooperate with any records disclosure request made by any Participating County or the State Auditor related to an audit of this program. Parties agree to be bound by the requirements of the Minnesota Government Data Practices Act as it applies to any data which may be created in the course of this program.

12. Each Participating County shall maintain at their own expense general liability, professional liability and error and omissions insurance coverage, or equivalent coverage, at levels appropriate to cover the activities of that Participating County or its subcontractors, agents, or employees under this Agreement.
13. Participating Counties shall save and hold harmless all other Participating Counties and its officers, agents, employees, and members, from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Participating Counties or its subcontractors, agents, or employees under this Agreement.
14. The failure of any Participating County to enforce any provisions of this Agreement shall not constitute a waiver by such County of that or any other provision.
15. The Participating Counties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
16. The term of this Agreement shall be from January 1, 2023 through December 31, 2024 and/or shall remain in effect until one of the following occurs: 1) a new Agreement is signed by all Participating Counties 2) the term of this Agreement is extended via an Addendum or 3) the Participating Counties choose to terminate the Agreement in accordance with section 15 below.
17. The Participating Counties may also terminate this Agreement effective upon mailing of 90 days of written notice to other affected parties, under any of the following conditions:
 - a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The Agreement may at the parties' discretion be modified to accommodate a reduction in funds.
 - b. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.
 - c. If any Participating County chooses to opt out of providing CREST-funded adult mental health services, it will provide written notice to the other Participating Counties at least 90 days prior to the proposed termination date. In this event, the remaining Participating Counties shall jointly determine whether to terminate this Agreement or redistribute the CREST funds amongst the remaining Participating Counties.

Any such termination of the Agreement shall not reduce or negate any obligations or liabilities of any party already accrued prior to such termination.

18. Participating Counties shall individually sign and return this Agreement by the due date specified by Contract Management to: Olmsted County Health, Housing, and Human Services, Contract Management Team, 2117

Campus Drive S.E., Rochester, MN 55904. Funds cannot be disbursed to the Participating County until the signed agreement has been received by Contract Management

19. Upon request, Olmsted County shall provide each Participating County with a copy of the fully signed Cooperative Agreements.
20. This Agreement constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This Agreement supersedes all prior negotiations, understanding, agreements, and representations. There are no oral or written understandings, agreements or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

COUNTY OF GOODHUE

By: _____
Title: Chairperson of the HHS Board

Dated: _____

ATTESTED TO:

By: _____
Title: HHS Director

Dated: _____