

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



REQUEST FOR BOARD ACTION

Requested Board Date:	February 21, 2023	Staff Lead:	Kris Johnson
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 Data Project Cooperative Agreement		

BACKGROUND:

The Minnesota Department of Health (MDH) is facilitating a grant for counties in Minnesota to create and administer pilot projects that will build the capacity of the Public Health system. Goodhue County HHS is part of two projects—one internal project to build data capacity, and one regional project.

For the regional project, the infrastructure grant goal is to increase data capacity in the Southeast Minnesota Region by piloting different data projects. GCHHS is involved with two of the three regional projects:

- **Building data capacity regarding opioids** and
- **Evaluating family home visiting programs.**

The purpose of this Agreement is to jointly agree that Participating Counties will participate in the MDH infrastructure grant from July 1, 2022 through June 30, 2023.

Each Participating County will be paid \$3,000.00 upon signing this Agreement and then an additional per project amount upon completion of the infrastructure project. The per project amount will be determined jointly between MDH and Olmsted County based on the number of data projects completed and the number of Participating Counties who took part in each data project. Participating Parties agree to attend quarterly infrastructure grant meetings to determine the data projects. Participating Parties agree to participate in evaluation activities after each data project.

RECOMMENDATION: Goodhue County HHS Recommends Approval as Requested.

Promote, Strengthen and Protect the Health of Individuals, Families and Communities!
Equal Opportunity Employer
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COOPERATIVE AGREEMENT
MINNESOTA DEPARTMENT OF HEALTH (MDH) INFRASTRUCTURE GRANT
2022-2023

WHEREAS, Dodge County, Fillmore County, Freeborn County, **Goodhue County**, Houston County, Mower County, Olmsted County, Rice County, Steele County, Wabasha County, and Winona County (“Participating Counties”) have agreed to participate in the MDH Infrastructure grant to increase data capacity; and

NOW THEREFORE, in consideration of the mutual promises and consideration contained herein among Participating Counties agree as follows:

1. The purpose of this Agreement is to jointly agree that Participating Counties will participate in the MDH infrastructure grant from July 1, 2022 through June 30, 2023.
2. The infrastructure grant goal is to increase data capacity in the Southeast Minnesota Region by piloting different data projects. Each Participating County will be paid \$3,000.00 upon signing this Agreement and then an additional per project amount upon completion of the infrastructure project. The per project amount will be determined jointly between MDH and Olmsted County based on the number of data projects completed and the number of Participating Counties who took part in each data project.
3. Participating Parties agree to attend quarterly infrastructure grant meetings to determine the data projects.
4. Participating Parties agree to participate in evaluation activities after each data project.
5. As fiscal host, Olmsted County has applied for and received the infrastructure grant funds.
6. Olmsted County, as fiscal host for these funds shall:
 - a. Establish an account to ensure proper record keeping of all the receipts and expenditures.
 - b. Perform all 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 fund period.
 - 2) Ensure that Participating Counties cooperate with Olmsted County regarding monitoring, assessment and fiscal reconciliation of the infrastructure project.
 - 3) Ensure that Participating Counties are completing all required data reporting.
7. Each Participating County who receives funds passed through Olmsted County agrees to indemnify and hold harmless Olmsted County for any determinations by any authority that funds 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 as soon as practicable through Olmsted County's normal accounts payable processes.
9. Participating Counties may audit records related to 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.
10. Parties agree to be bound by the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by Participating Counties under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated under this Agreement. To the extent that a function or activity of this Agreement involves the use of "protected health information" (45 CFR 164.501), including, but not limited to: providing health care services; health care claims processing or administration; data analysis, processing or administration; utilization review; quality assurance; billing; benefit management; practice management; re- pricing; or otherwise as provided by 45 CFR § 160.103, Participating Counties are a business associate of Olmsted County for purposes of the Health Insurance Portability and Accountability Act of 1996.
11. 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.
12. 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.
13. 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.
14. The term of this Agreement shall be from July 1, 2022 through June 30, 2023 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.

15. 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 the infrastructure project, 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 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.

16. 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 – Contracting Division, 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
17. Upon request, Olmsted County shall provide each Participating County with a copy of the fully signed Cooperative Agreements.
18. 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: Director, Goodhue County HHS

Dated: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____
Title: Goodhue County Attorney

Dated: _____