

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



REQUEST FOR BOARD ACTION

Requested Board Date:	May 16, 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 Updated Regional CREST Community Based Compact and By-Laws.		

BACKGROUND:

Since 1995, counties in Southeast Minnesota – 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 have agreed to integrate State financial resources into the regional Initiative and have worked cooperatively with each other on providing Adult Mental Health Services.

In Southeast Minnesota, we work collectively as a group known as CREST (Collaboration, Resources, Education, Services, Technology). CREST is a unique partnership of counties, providers, health systems, and individuals living with mental illness that collaborate hoping to positively impact our mental health delivery system.

The CREST Regional Management Team is comprised of supervisors, people with lived mental health experience, and providers from all the participating counties. The group has open monthly meetings to identify challenges, priorities, and solutions with a regional lens. Part of this work includes management of the Adult Mental Health Initiative (AMHI) Grant awarded to the CREST region by the Minnesota Department of Human Services.

Through these CREST partnerships we have developed programs and strategies to enhance our regional mental health delivery system including Southeast Regional Crisis Center (SERCC). We continue to provide education to case managers, mental health practitioners, and mental health professionals, individuals living with mental illness, and communities on behavioral health issues. We advocate to ensure quality services are available in all of our Southeast Minnesota communities.

Under the authority of the County Mental Health Authorities, in accordance with Minn. Stat. 245.465 and the Commissioner of Human Services; and Participating Counties adopted the CREST Compact Agreement and By-Laws developed on July 16, 2004.

By agreeing to integrate the Rule 12 State Operated Services Financial Resources it has allowed maximum flexibility in using the resources in a manner best suited to customer and regional needs. This request seeks approval of the following updates:

- CREST Compact Agreement
- CREST By-Laws

RECOMMENDATION: GCHHS Department recommends approval as requested.

CREST
(Collaborative, Resources, Education, Services and Technology)
Adult Mental Health Initiative (AMHI)
Community Based Compact and By-Laws

A. Purpose

CREST Mission

"To explore and implement creative and collaborative ways to meet the needs of and improve the quality of life of persons seeking mental health care and treatment."

The purpose of this Compact is to facilitate agreement between the Minnesota Department of Human Services (DHS) and local mental health authorities in Southeastern Minnesota counties [Fillmore, Goodhue, Houston, MNPrairie (Dodge, Steele, Waseca), Mower, Olmsted, Wabasha and Winona] to implement current and new community-based mental health services for individuals with serious and persistent mental illness. This relationship and commitment will provide a demonstration of evidenced-based and best practices and principles that may serve as an impetus for statewide change in the way community-based mental health services are delivered.

B. History

1. With the closure of Regional Treatment Centers in the early 1990s, counties were encouraged to develop partnerships with neighboring counties to plan for and develop acute care and community-based mental health treatment for those who had been served by the state hospital. Learning from the success of that approach, legislation was passed in 1996 to create and expand grant funding for regional partnerships to continue planning and service expansion efforts. Over time, this has resulted in 18 regional county initiatives and the White Earth Nation tribe who have identified as AMHIs. Each region ranges in size from single, large county entities in the metro area to regions encompassing up to 18 counties in greater Minnesota. The AMHIs continue to monitor, evaluate and reconfigure their service models while each county retains its role as the local mental health authority. The service delivery design is unique to each AMHI. This approach has allowed small or sparsely populated counties to develop services they would not have the capacity to otherwise. The AMHIs have been an effective mechanism for regional collaboration to build community-based mental health services in Minnesota. The relationships built and sustained in the AMHIs are key to creating a strong service system.
2. The CREST Initiative was developed in 1996, in accordance with Minnesota Statutes, section 245.4661 and in cooperation with DHS, to improve the mental health system in the Southeast Minnesota area. It brings together partners in the delivery of those services to clarify outcomes in order to increase accountability first to consumers, then to each other, and ultimately to the people of Minnesota. The redesign was planned by the CREST Regional Management Team and implemented with the approval of both the Department of Human Services and the CREST Community Based

Initiative Compact Council (what is now referred to as the Directors Group).

C. Project Description

The Department of Human Services and the local mental health authorities in Southeastern Minnesota share a common goal in serving persons with mental illness in the most clinically appropriate, person-centered, least restrictive, and cost-effective ways. This project has reshaped the residential-based and community-based networks into a more seamless system through new partnerships between consumers, DHS, counties, and local mental health care providers. The CREST relationship is comprised of 8 local mental health authorities and the Minnesota Department of Human Services. The focus is on improved access and outcomes for persons with mental illness. Decisions about allocation of AMHI grant funds to a community-based model will be made based on needs identified by the CREST Initiative county entities, locating services as close to consumer's homes as possible and the impact on use of inpatient programs.

D. Compact Principles

CREST AMHI is dedicated to improving the mental health of their community through intentional planning and partnerships across a region grounded in the following principles:

- Lived experience with mental illness guides the governance and services.
- Brings together people with lived experience, providers, counties, tribes, MCOs and DHS to fully utilize all available resources to meet regional needs.
- Develops and provides an array of person-centered services that builds on personal and cultural strengths.
- Utilizes a data driven model to evaluate the impact of services on health outcomes.
- Assures access, early intervention, coordination, and application of resources through creative partnerships.

E. Compact Membership

The membership of the CREST AMHI includes:

- Fillmore County
- Goodhue County
- Houston County
- Minnesota Prairie County Alliance (MNPrarie – Dodge, Steele and Waseca Counties)
- Mower County
- Olmsted County
- Wabasha County
- Winona County
- Commissioner: Department of Human Services
- Assistant Commissioner: Continuing Care

F. Administrative Structure

1. CREST Directors Group: The Group is established by authority of the respective Local Mental Health Authorities, in accordance with M.S. 245.465 et sequitur and the Commissioner of Human Services. The Group shall operate under limited authority granted to it by the respective Local Mental Health Authorities, such that authority not

expressly granted to the Group by individual County Boards, is reserved to those County Boards.

- a) The primary purpose of the Directors Group is to guide, direct and assist in the implementation of community based mental health services. Specific purposes include:
 - 1) Providing policy, implementation and outcomes-oriented level guidance regarding mental health services to ensure operational decisions are consistent with State and Local priorities.
 - 2) Providing feedback and assistance in demonstrating evidenced-based best practices and principles that may serve as an impetus for statewide changes in the way mental health services are delivered.
 - 3) The Directors Group is responsible for the fiscal policy and direction of the CREST AMHI. Olmsted County is the fiscal host and takes its direction from the Group.
 - 4) The Contract Management Team will develop/renew all CREST regional contracts based on guidance and direction from the Directors Group.
- b) The CREST Directors Group will meet monthly (the second Friday of each month) in person, with virtual meetings available as needed and/or as determined by the Directors Group. The Directors will adopt and amend annual budgets; consider and recommend transactions including staffing, contracts, leases, and grant applications; and adopt and amend bylaws. The CREST AMHI will be overseen by the Directors Group that is comprised of the following representatives:
 - c) County Entities (8)
 - 1) One voting representative from each of the participating county entities when they have signed the compact: Fillmore, Goodhue, Houston, MNPrairie, Mower, Olmsted, Wabasha, and Winona. Each voting representative is designated by the respective Local Mental Health Authority.
 - 2) If a voting representative is unable to attend, that participating county entity may send a replacement voting member. The expectation is that the replacement voting member will be fully briefed and prepared to vote on any matters before the Directors Group.
 - 3) Participating county entities may send additional non-voting representatives to participate in meetings as needed based on the agendas.
 - 4) Membership terms are sent by each Local Mental Health Authority.
 - d) Department of Human Services (2)

One representative from State-Operated Services and one representative from the Department of Human Services/Mental Health Division will be designated for membership. These

representatives shall be empowered to act on behalf of the Department within the scope of their delegated job duties.

e) Other Representatives

Based on meeting agendas, the Directors Group may invite others, such as providers, consumers, community partners, etc., to present about and/or discuss a specific agenda topic.

f) Chair: The Directors Group will be chaired on a rotating bases by the voting representative from each participating county entity. The rotation will be annually and in alphabetical order based on county entity name.

1) The Chair will prepare agendas and related materials in collaboration with the Vice-Chair, CREST regional staff and/or others as needed.

2) The Chair will preside over meetings.

3) If the Chair is unable to attend a Directors Group meeting the Vice-Chair will preside over the meeting.

g) Vice-Chair: The Vice-Chair position will be held by the incoming chair. For example if the Fillmore County representative is Chair, the Vice-Chair will be the Goodhue County representative. The Vice-Chair position will also rotate annually based on alphabetical order of county entity name.

1) The Vice-Chair will assist with agenda preparation and chair meetings when needed.

h) Directors Group Minutes: The Directors Group minute taking will be on a rotating bases from each participating county entity. The rotation will be annually and in alphabetical order based on county entity name. For example, if MNPrairie is currently taking minutes than Mower County will take minutes the following year and so on.

i) Decision Making: An attempt will be made to settle all Directors Group issues through a consensus model of decision making; however, a quorum shall consist of five members of the Directors Group for any meeting. A quorum must be present, either in person or via technology, for decisions to be made.

2. CREST Regional Management Team: The day-to-day operations of the CREST AMHI will be administered by the CREST Regional Management Team. The RMT will meet monthly, held in person or virtually, but at least one meeting a quarter must be held in person. The May RMT meeting will always be held in person so that RMT can hold elections and review consumer per diem rates. The RMT will submit minutes and/or reports and recommendations (at least quarterly) to the CREST Directors Group for review. The CREST RMT will be comprised of the following representatives:

a) County Entities (8)

1) One representative from each participating county entity when they

have signed the compact: Fillmore, Goodhue, Houston, MNPrairie, Mower, Olmsted, Wabasha, and Winona. Each representative will be designated by the respective Local Mental Health Authority.

- 2) Three consecutive, unexcused absences or non-participation during virtual meetings by any staff representative, may subject the representative to a notice being sent to the staff representative's county entity Director to determine interest and continued participation with RMT.
- b) Consumers (8)

One consumer, family member of a consumer or consumer advocate from each county entity will attend the CREST RMT meetings.
 - c) Department of Human Services (2)

One representative from State-Operated Services and one representative from the Department of Human Services/Mental Health Division will be designated for membership when they have signed the compact. These representatives shall be empowered to act on behalf of the Department within the scope of their delegated job duties.
 - d) Other Representatives

Based on meeting agendas, RMT may invite others, such as providers, consumers, community partners, etc., to present about and/or discuss a specific agenda topic.
 - e) Chair: RMT will be chaired on a rotating bases by a voting representative from each participating county entity. The rotation will be annually, beginning in May, and in alphabetical order based on county entity name.
 - 1) The Chair will prepare agendas and related materials in collaboration with the CREST Regional Program Coordinator and Vice-Chair.
 - 2) The Chair will preside over meetings.
 - 3) If the Chair is unable to attend a RMT meeting the Vice-Chair will preside over the meeting.
 - f) Vice-Chair: The Vice-Chair position will be held by the incoming chair. For example if a Fillmore County representative is Chair, the Vice-Chair will be a Goodhue County representative. The Vice-Chair position will also rotate annually, beginning in May, based on alphabetical order of county entity name.
 - 1) The Vice-Chair will take minutes at RMT meetings.
 - 2) The Vice-Chair will assist with agenda preparation and chair meetings when needed.
 - g) CREST Regional Program Coordinator
 - 1) Maintain RMT records, including but not limited to mailing lists and meeting minutes.
 - 2) Communicate with RMT members regarding meetings, agendas, etc.
 - 3) Work with Olmsted County finance staff regarding payment

of consumer per diems.

- h) The Chair and Vice-Chair position can be held by any county entity representative, whether the person is staff or a consumer representative.
 - i) **Decision Making:** An attempt will be made to settle all RMT issues through a consensus model of decision making; however, "majority vote" shall rule when voting on issues.
3. **Annual Joint RMT and Directors Group Meeting:** At least once a year the Directors Group and RMT will repurpose their monthly meetings to hold a joint meeting. The decision of when to hold this joint meeting will be decided mutually between the Directors Group and RMT. Agenda for the joint meeting will be decided mutually by the Chair and Vice-Chair of Directors Group and RMT.
 4. **Committees:** As needed, either the Directors Group or the RMT may establish a committee or subgroup to achieve a purpose of the CREST AMHI. Committee terms and number of members will vary by each committee and will be set by either the Directors Group or RMT. Committee members do not need to be members of the Directors Group or RMT but can be providers, county staff, consumers, community members, etc. The simple majority rule shall be implemented for all committees and subgroups.
 - a) **Executive Committee:** The Directors Group established an Executive Committee. This committee will comprise of the Chair and Vice-Chair of the Directors Group, one at large attendee of the Directors Group, CREST regional staff (as needed) and additional members as determined by the Directors Group. The Executive Committee will review and if needed research topics that come before the Directors Group in order to provide recommendations at Directors Group meetings.
 5. **Per Diems:** For county entity staff serving on either the Directors Group or RMT, that county entity will determine any compensation received for serving. There will be no per diems provided by CREST to county entity staff. The only per diems provided by CREST will be to the RMT consumer representatives. The per diem rate for consumer representatives will be a flat rate to attend each RMT meeting and mileage for those meetings that are in person. Mileage will be reimbursed for in person meetings based on the current IRS rate. The flat per diem will be set annually by the RMT at the RMT May meeting.
 6. **Conflict of Interest:** Directors Group and RMT members must immediately acknowledge a conflict of interest with any particular issue pending before the issue is discussed, as soon as that member believes that an actual, or apparent, conflict exists. Members are expected to maintain the highest ethical standards which include the avoidance of even the appearance of

impropriety.

G. Roles and Responsibilities of Each Party

DHS and the local mental health authorities from southeastern Minnesota each have a number of responsibilities with respect to meeting the consumer outcomes as identified above. The following are the key responsibilities of each.

1. Joint Responsibilities
 - a. Participate in the CREST Directors Group. The Group is established to ensure Compact implementation, monitoring, and compliance. The Group has created its own operating bylaws, which are incorporated in the Compact.
 - b. Review and approve any Compact amendments.
 - c. Prepare and approve Memorandum of Understandings which supports the goals of the initiative.
 - d. Carry out the roles and responsibilities assigned to each party by M.S. 245.461, 2568.0622, 256B.0623 and 2568.0624.
 - e. Meet to review progress in implementing services and activities and to support each other in the attainment of outcome measures.
 - f. Explore ways to find startup funds for any new community-based programs.
2. Local Mental Health Authority Responsibilities
 - a. Provide guidance and information on local community needs and programming that can address those needs.
 - b. Implement services and activities that correspond to the identified consumer outcomes in the Compact.
 - c. Collect and report data as necessary to determine the success of meeting the outcome targets.
 - d. Work with DHS to develop, implement, and administer a consumer satisfaction survey.
 - e. Assign a county representative to the CREST Directors Group and one to the CREST RMT.
 - f. Designate an entity as fiscal host for the grant funds and revenues generated by the CREST AMHI. See Section G4 - Fiscal Host Responsibilities.
 - g. Ensure consumers and other local stakeholders participate fully in the planning process.
3. DHS Responsibilities
 - a. Affirm that DHS has the fundamental and primary responsibility to provide mental health services to persons in need and that these cannot be delegated to the local mental health authority (Minnesota Statutes, Chapters 245, 246 and 253).
 - b. Receive information on programmatic needs *from* the CREST Regional Management Team and the CREST Directors Group and collaboratively work to respond to those needs.
 - c. Meet with the local mental health authority representatives as needed - but at least monthly - and provide technical assistance, support and be actively involved in program implementation.

- d. Respond to waiver requests within 30 days with resolution in conjunction with timeframes established in the CREST AMHI.
- e. Redeploy State-Operated Services employees to the CREST AMHI project at such time that community-based services and sites are ready to start operation.
- f. Provide - through its representatives at St. Peter Regional Treatment Center (SPRTC), State Operated Services (SOS), and the Mental Health Division - data necessary to determine the success in meeting the outcome targets.
- g. Assist the local mental health authorities to develop a consumer satisfaction survey consistent with the outcome targets.
- h. Prepare any necessary report for the Legislature on the status or success of the project.
- i. Ensure that any funds generated through this project are used to further the purposes of the CREST AMHI project.
- j. Ensure that resources are available via State Operated Services/Department of Human Services to meet the mental health needs within CREST that cannot be met by the community-based system of care. DHS commits to adhere to its legislative mandate that says: The commissioner's proposals to close a regional treatment center, state- operated nursing home or program operated by a regional treatment center or state-operated nursing home under this subdivision must not result in a net reduction in the total number of services in any catchment area in the state and must ensure new community-based programs are located in areas that are convenient to the individuals receiving services and their families [Special Session HF 6-Article 6, section 64, subdivision 1, (c)]; and there shall be no increase in the county share of the cost of care provided in state operated services without legislative authority [Special Session HF 6-Article 6, section 64, subdivision 4, (b)].

4. Fiscal Host Responsibilities

- a. Olmsted County is designated as the fiscal host for CREST. The fiscal host shall establish an account to ensure proper record keeping of all the receipts and expenditures. There shall be strict accountability of all funds and complete reporting of all receipts and disbursements by the fiscal host. The fiscal host shall receive for deposit all gifts, grants, and funds accruing to CREST from any source whatsoever. The fiscal year for shall be a calendar year, January 1 through December 31.
- b. The fiscal host contracting policies and procedures will be followed regarding any contracts, leases, and/or grant agreements with other entities on behalf of CREST with the approval of the CREST Directors Group.
- c. The CREST county entities will execute cooperative agreements detailing the receipt and distribution of grant funds.
- d. The fiscal host shall be eligible for reimbursement of costs incurred in the administration of CREST funds. This reimbursement shall be

determined by the CREST Directors Group in its approval of the budget and shall not exceed 10% of the operating expenses.

- e. The fiscal host shall ensure the receipts and expenditures of CREST funds are included in an annual audit of the County conducted by the Minnesota Office of State Auditors or Certified Public Accounting firm.

H. Liability:

The Partners agree that each party will be responsible for its own acts and results thereof to the extent authorized by law and shall not be responsible for acts of and others or results thereof. The State agrees to defend and indemnify the County entities for actions of State employees. The State's liability is governed by the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.

The County entities agrees to defend and indemnify the State for actions of County entity employees. County entity's liability is governed by the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 and other applicable law.

I. Amendment, Revisions or Clarifications

The Compact shall be reviewed annually, or upon request, by the Directors Group and may be amended to reflect mutually agreed-upon changes which shall be in writing.

J. Conflict Resolution

Any conflicts that arise will first be brought to the RMT; if unresolved, it will be referred to the CREST Directors Group. Any unresolved conflict in the administration of the Compact may be submitted directly to the Assistant Commissioner of Continuing Care or the Commissioner of Human Services for mediated resolution. The Commissioner's office may use the services of appropriate State-level mediation services to facilitate mutually agreeable outcomes to the dispute.

K. Terms of the Compact

This Compact will be effective on the date of final signature obtained from the authorized County representatives and initial authorization by the Commissioner (or his designee) of the Minnesota Department of Human Services. The conditions and commitments of each party to this Compact will apply until such time that one or more parties wish to withdraw from the Compact. A 90-day written notice to the remaining parties must be given. At such a time, all parties agree to meet to review the conditions and commitments of this Compact and to consider revisions as may be agreed upon by the remaining parties.

L. Dissolution

1. If any participating county entity chooses to opt out of providing CREST-funded mental health services, it will provide written notice to the other Compact members at least 90 days prior to the proposed opt out date. In this event, the remaining Compact members shall jointly determine whether to dissolve the Compact or redistribute the CREST funds amongst the remaining county entities and amend the Compact.

2. The Compact members may dissolve the Compact 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 Compact 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 under this Compact or are no longer eligible for the funding proposed for payments authorized by this Compact.
3. Any such dissolution of the Compact shall not reduce or negate any obligations or liabilities of any party already accrued prior to such dissolution.
4. At the time of dissolution of the Compact, the Directors Group should dispose of any assets of CREST in a manner that is consistent with the purpose of CREST. It is intended that the Directors Group will terminate its operation at the conclusion of the Compact. An orderly transfer of responsibility and function to other extant and appropriate organizational and governing structures in place at the time of the Compact's dissolution is intended.

M. Severability.

The provisions of this Compact are severable. If any paragraph, section, subdivision, sentence, clause, or phrase is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Compact.

N. Entire Agreement.

This Compact and the documents referred to within contains the entire terms of the Compact and shall supersede all oral and written agreements and negotiations by the parties relating to the subject matter of this Compact.

O. Counterparts.

This Compact may be executed in any number of counterparts which, when taken together, will constitute one original, and photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as an ink-signed original.

IN WITNESS WHEREOF, the parties have executed this Compact as of the dates written below.

CREST AMHI Compact Member Signature

The undersigned accepts the understandings and commitments contained in the CREST Compact.

COUNTY OF _____

By: _____

Dated: _____

Title: Chairperson of the GCHHS

ATTESTED TO:

By: _____

Dated: _____

Title: GCHHS Director

APPROVED AS TO FORM AND EXECUTION:

By: _____

Dated: _____

Title: County Attorney