



GOODHUE COUNTY MINNESOTA

TO EFFECTIVELY PROMOTE THE SAFETY, HEALTH, AND WELL-BEING OF OUR RESIDENTS

GOODHUE COUNTY HEALTH & HUMAN SERVICES (GCHHS) AGENDA

COUNTY BOARD ROOM
RED WING, MN
DECEMBER 18, 2018
10:30 A.M.

1. CALL TO ORDER
2. REVIEW AND APPROVE BOARD MEETING AGENDA:
3. REVIEW AND APPROVE PREVIOUS MEETING MINUTES:
 - a. November HHS Board Minutes
Documents:
[NOVEMBER 2018 HHS BOARD MINUTES.PDF](#)
4. REVIEW AND APPROVE THE FOLLOWING ITEMS ON THE CONSENT AGENDA:
 - a. Child Care Licensure Approvals
Documents:
[CHILD CARE APPROVALS.PDF](#)
 - b. Respite Care Grant
Documents:
[RESPITE CARE GRANT.PDF](#)
 - c. CREST Interagency Agreement
Documents:
[CREST INTERAGENCY AGREEMENT.PDF](#)
5. ACTION ITEMS:
 - a. Accounts Payable
Mike Zorn
Documents:
[NOVEMBER WARRANT REGISTER SUMMARY.PDF](#)
 - b. Local Fraud Prevention Contract

Mike Zorn

Documents:

[LOCAL FRAUD PREVENTION CONTRACT.PDF](#)

6. INFORMATIONAL ITEMS:

- a. 2014-2018 Goodhue County Community Health Improvement Plan (CHIP) Accomplishments
Ruth Greenslade

Documents:

[CHIP ACCOMPLISHMENTS PRESENTATION.PDF](#)

7. FYI-MONTHLY REPORTS:

- a. Placement Report

Documents:

[PLACEMENT REPORT.PDF](#)

- b. Child Protection Report

Documents:

[CHILD PROTECTION REPORT DECEMBER 2018.PDF](#)

- c. HHS Staffing Update

Documents:

[HHS STAFFING UPDATE.PDF](#)

- d. Live Well Goodhue County Annual Report

Documents:

[LIVEWELLGOODHUECOUNTY-2018.PDF](#)

8. ANNOUNCEMENTS/COMMENTS:

9. ADJOURN

- a. Goodhue County Annual Legislative Luncheon
Tuesday, December 18th at 11:30 a.m.
Goodhue County Law Enforcement Center (EOC)
- b. Next Meeting Will Be January 15, 2019 At 10:30 A.M.

PROMOTE, STRENGTHEN, AND PROTECT THE HEALTH OF INDIVIDUALS, FAMILIES, AND COMMUNITIES

**GOODHUE COUNTY
HEALTH & HUMAN SERVICES BOARD MEETING
MINUTES OF NOVEMBER 20, 2018**

The Goodhue County Health and Human Services Board convened their regularly scheduled meeting at 11:02 A.M., Tuesday, November 20, 2018, in the Goodhue County Board Room located in Red Wing, Minnesota.

BOARD MEMBERS PRESENT:

Ron Allen, Brad Anderson, Paul Drotos, Jason Majerus, Nina Pagel, and Susan Johnson

STAFF AND OTHERS PRESENT:

Nina Arneson, Mary Heckman, Mike Zorn, Denise Smith, Jacob McGuire, Eric Spagenski, and David Anderson

AGENDA:

On a motion by S. Johnson and seconded by P. Drotos, the Board unanimously approved the November 20, 2018 Agenda.

MEETING MINUTES:

On a motion by J. Majerus and seconded by S. Johnson, the Board unanimously approved the Minutes of the H&HS Board Meeting on October 16, 2018.

CONSENT AGENDA:

On a motion by B. Anderson and seconded by P. Drotos, the Board unanimously approved all items on the consent agenda.

On a motion by S. Johnson and seconded by P. Drotos, the Board unanimously approved HHS Director Annual Performance Evaluation.

ACTION ITEMS:

On a motion by J. Majerus and seconded by P. Drotos, the Board unanimously approved payment of all accounts as presented.

On a motion by P. Drotos and seconded by J. Majerus, the Board unanimously approved the Valley View Recovery Center- Letter of Need Request.

On a motion by J. Majerus and seconded by S. Johnson, the Board unanimously approved the 2019 Contracts and Rates.

INFORMATIONAL ITEMS:

Goodhue County Tobacco Youth Access Ordinance presentation given by David Anderson.

3rd Quarter 2018 Fiscal Report by Mike Zorn.

FYI & REPORTS:

Placement Report

Child Protection Report

Quarterly Trend Report

Child Support Performance Measures

Governor's Proclamation for Health and Human Services Worker Day- December 12, 2018

Fraud Prevention Investigations SFY 2018 Annual Report

ANNOUNCEMENTS/COMMENTS:

S. Johnson requested to receive the 2019 HHS Board tentative meeting dates.

ADJOURN:

On a motion by P. Drotos and seconded by S. Johnson, the Board unanimously approved adjournment of this session of the Health & Human Services Board Meeting at or around 12:12 p.m.

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



REQUEST FOR BOARD ACTION

Requested Board Date:	December 18, 2018	Staff Lead:	Kris Johnson
Consent Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Attachments:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Action Requested:	Approve Child Care Licensure Actions		

BACKGROUND:

Child Care Relicensures:

- Shannon Callstrom Red Wing
- Lynn Larkin Kenyon
- Nicole Crites Lake City

Child Care Licensures:

- Dana Handshaw Red Wing

Number of Licensed Family Child Care Homes: 85

RECOMMENDATION: Goodhue County HHS Department recommends approval of the above.

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



REQUEST FOR BOARD ACTION

Requested Board Date:	December 18, 2018	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 Grant Contract for Children’s Mental Health Respite Care Services.		

BACKGROUND:

The DHS Children’s Mental Health Respite Care Grant requires applicants to design and provide planned and/or emergency children’s mental health respite care services for eligible children and families. Respite care is short-term care provided as a relief to a person providing care or as a means of avoiding out of home placement. A child and family are eligible for this service if the child has an emotional disturbance, with or without a case manager. This grant contract is from January 1, 2019 to December 31, 2019 up to \$16,863.83.

Attached please find a DHS contract for Children’s Mental Health Respite Care Services for 2019.

RECOMMENDATION:

Goodhue County HHS recommends approval as requested. Due to the DHS timelines, the Director has already signed this grant contract.

State of Minnesota Department of Human Services COUNTY Grant Contract

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Department of Human Services, the Division of Behavioral Health (the "STATE"), and Goodhue COUNTY Health and Human Services, 426 West Avenue, Red Wing MN 55066, an independent contractor, not an employee of the State of Minnesota (the "GRANTEE").

Under Minnesota Statutes §§ 15.061 and 256.01, subd. 2, the STATE is empowered to enter into contracts to provide services and engage such assistance as deemed necessary to carry out its mission.

STATE is permitted to share information with GRANTEE in accordance with Minnesota Statutes, section 13.46.

The STATE is in need of the following services: Children's Mental Health Respite Care Services.

The GRANTEE represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of the STATE.

NOW, THEREFORE, it is agreed:

1. GRANTEE'S DUTIES.

(a.) Design and provide planned and/or emergency children's mental health respite care services for eligible children and families. Respite care is short term care provided as a relief to person providing care or as a means of avoiding out of home placement. A child and family are eligible for this service is the child has an emotional disturbance, with or without a case manager. These services will include traditional and/or non-traditional children's mental health respite services. Traditional services can include hourly or overnight stays in a licensed foster home or with a qualified and approved family member or friend. Non-traditional services are innovative in nature. With funds provided through non-traditional services, the counties or tribes determine with the family methods to reduce family stress and decrease likelihood of out-of-home placement. To be eligible for these services, the child must be experiencing emotional disturbance. The child and their families and caregivers can or cannot have a case manager.

(b.) Meet periodically with STATE's authorized representative or their successor at Goodhue County and/or virtually. The purpose of the periodic meetings will be to review implementation approaches, strategies and work plan and for the STATE to provide technical assistance and training to ensure the successful operationalization of children's mental health respite services. The frequency of meetings will be determined based upon need of both the GRANTEE, State and on an ongoing basis.

(c.) Provide STATE with information related to all children and families that receive children’s mental health respite care services. Minimally the GRANTEE will track and report the following outcomes:

- Number of children served
 - Number of families served
 - Age of each child
 - Number of Hourly stays (including number of hours)
 - Number of overnight stays
 - Identify if children’s mental health respite services provided are traditional or non-traditional
- For those children that Goodhue County provides mental health targeted case management, respite care need(s) will be documented in the individual family community support plan (IFCSP). For children that do not receive children’s mental health targeted case management, and for which the need for respite care emerges, other relevant documentation will be provided by Goodhue County to document the need for respite care.

(d.) Participate in DHS mandated grant meetings with counties and the State of Minnesota’s Behavioral Health Division up to two times/year, times and location to be determined by STATE.

Purpose of DHS mandated grant meetings:

- Enhance delivery of children’s mental health respite services
- Contractual oversight
- Share insight gained (post-implementation) of any gaps in service delivery
- Provide success stories to demonstrate efficacy/need for children’s mental health respite services
- Participate in a learning community/community of practice between DHS, counties, tribes

2. CONSIDERATION AND TERMS OF PAYMENT.

2.1 Consideration. Consideration for all services performed and goods or materials supplied by GRANTEE pursuant to this grant shall be paid by the STATE as follows:

(a) Compensation. The GRANTEE will be paid as follows: GRANTEE will be paid in accordance with Attachment A, Budget, which is attached and incorporated into this grant contract.

(b) Reimbursement. Reimbursement for travel and subsistence expenses actually and necessarily incurred by COUNTY in performance of this contract in an amount not to exceed **sixteen thousand eight hundred sixty three dollars and eighty three cents (\$16,863.83)**; provided, that COUNTY will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than is provided in the current “Commissioner’s Plan”, promulgated by the Commissioner of Minnesota Management and Budget, which is incorporated by reference. COUNTY will not be reimbursed for travel and subsistence expense incurred outside the State of Minnesota unless it has received STATE’S prior written approval for such out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation. The total obligation of the STATE for all compensation and reimbursements to COUNTY will not exceed **sixteen thousand eight hundred sixty three dollars and eighty three cents (\$16,863.83).**

(d) (If applicable.) 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.

2.2 Payment.

(a) Invoices. The STATE will promptly pay the GRANTEE after the GRANTEE presents itemized invoices for services performed and the STATE'S authorized representative accepts the invoiced services. Invoices will be submitted timely, in a form prescribed by the STATE and according to following quarterly invoice schedule:

Invoice Due By	For Service Period	Quarterly Progress Report
April 15, 2019	January 1, 2019 – March 31, 2019	Due April 30,2019
July 15, 2019	April 1, 2019 – June 30, 2019	Due July 31, 2019
October 15, 2019	July 1, 2019-September 30, 2019	Due October 31, 2019
January 15, 2019	October 1, 2019-December 31, 2019	Due January 31, 2020

Any overrun on the line items, with the exception of Salaries and Fringe, in the STATE approved budget that exceeds ten percent (10%) of the grant award requires prior approval from the STATE and must include budget justification. Any overrun on Salaries and Fringe line items requires prior approval from the STATE. Notwithstanding Clause 9 (amendments to grants) of this contract, the revisions can be done on a budget revision form which is available from the STATE. Amendments are required when adding a budget line item, extending the end date, or increasing the total grant award, pursuant to Clause 9 of this contract.

3. Conditions of Payment. All services provided by GRANTEE pursuant to this grant contract shall be performed to the satisfaction of the 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. GRANTEE shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

4. PAYMENT RECOUPMENT. The GRANTEE must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant any amounts paid by the STATE, under this or any previous grant, for which invoices and progress reports have not been received, or for which the GRANTEE'S books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the GRANTEE to perform grant services.

5. TERMS OF CONTRACT. This grant shall be effective on January 1, 2019, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through December 31, 2019, or

until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. GRANTEE understands that NO work should begin under this grant contract until ALL required signatures have been obtained, and GRANTEE is notified to begin work by the STATE's Authorized Representative. The GRANTEE shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: 10. Liability; 11. State Audits; 12. Information Privacy and Security; 13. Intellectual Property Rights; and 19. Jurisdiction and Venue.

6. CANCELLATION.

6.1. For Cause or Convenience. This grant contract may be canceled by the STATE or GRANTEE at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, GRANTEE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. The STATE has the right to suspend or terminate this grant contract immediately when the STATE deems the health or welfare of the service recipients is endangered, when the STATE has reasonable cause to believe that the GRANTEE has breached a material term of the grant contract, or when GRANTEE'S non-compliance with the terms of the grant contract may jeopardize federal financial participation.

6.2. Insufficient Funds. The STATE may immediately terminate this grant 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 or fax notice to the GRANTEE. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the GRANTEE will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the GRANTEE notice of the lack of funding within a reasonable time of the STATE's receiving that notice.

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

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

7. Authorized Representatives and Responsible Authority.

7.1 State. The STATE'S authorized representative is Diane M. Marshall, Division of Behavioral Health, 651-431-2328, Children's Mental Health Consultant, or successor, who has the responsibility to monitor the GRANTEE'S performance and the authority to accept the services provided under this contract. If the services are satisfactory, the STATE'S Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 GRANTEE. The GRANTEE'S Authorized Representative is Kristin Johnson, Social Services Supervisor, 651-385-2022 or successor. If the GRANTEE'S Authorized Representative changes at any time during this contract, the GRANTEE must immediately notify STATE.

7.3. Project Manager. The STATE'S project manager for this grant contract is Diane Marshall phone number: 651-431-2328 or her successor.

8. ASSIGNMENT. GRANTEE shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the STATE.

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

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

11. STATE AUDITS. Under Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the GRANTEE and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract.

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

13. Intellectual Property Rights.

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 the GRANTEE, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the grant 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 the GRANTEE, its employees, agents, or subcontractors, in the performance of this grant contract.

Ownership. The 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 grant contract. The Works and Documents will be the exclusive property of the STATE and all such Works and Documents must be immediately returned to the STATE by the GRANTEE upon completion or cancellation of this grant 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, GRANTEE must cite the data, or make clear by referencing that STATE is the source.

Responsibilities.

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 the GRANTEE, including its employees and subcontractors, and are created and paid for under this grant contract, the GRANTEE will immediately give the STATE'S Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. The GRANTEE will assign all right, title, and interest it may have in the Works and the Documents to the STATE.

Filing and recording of ownership interests. The GRANTEE must, at the request of the STATE, execute all papers and perform all other acts necessary to transfer or record the STATE'S ownership interest in the Works and Documents created and paid for under this grant contract. The GRANTEE 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 the STATE, and that neither GRANTEE nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.

Duty not to Infringe on intellectual property rights of others. The GRANTEE represents and warrants that the Works and Documents created and paid for under this grant contract do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the STATE, at the GRANTEE'S expense, from any action or claim brought against the 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. The GRANTEE will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the GRANTEE'S or the STATE'S opinion is likely to arise, the GRANTEE must, at the STATE'S discretion, either procure for the 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 the STATE will be in addition to and not exclusive of other remedies provided by law.

14. AFFIRMATIVE ACTION and NON-DISCRIMINATION

Affirmative Action. GRANTEE is encouraged to prepare and implement an Affirmative Action plan for the employment of qualified minority persons, women and persons with disabilities, and to submit the plan to the Commissioner of Human Rights, in accordance with Minnesota Statutes, section 363A.36.

Non-Discrimination.

14.1. The GRANTEE agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota Statutes, section 363A.02. GRANTEE agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

14.2. The GRANTEE must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The GRANTEE agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, part 5000.3550

14.3. GRANTEE agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

Notification to employees and other affected parties. The GRANTEE agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and GRANTEE's obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

The GRANTEE will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the GRANTEE is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

Compliance with Department of Human Rights Statutes. In the event of GRANTEE's noncompliance with the provisions of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes, section 363A.36, and the rules and relevant orders issued pursuant to the Minnesota Human Rights Act.

15. WORKERS' COMPENSATION. The GRANTEE certifies that it is in compliance with Minnesota Statute, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The GRANTEE'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.

16. VOTER REGISTRATION REQUIREMENT. GRANTEE certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for its employees and for the public served by the GRANTEE.

17. OWNERSHIP OF EQUIPMENT. The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

18. FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.

FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION. GRANTEE certifies it will comply with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. All sub-recipients receiving \$750,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the Single Audit Act, or Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS

GRANTEE certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. GRANTEE'S certification is a material representation upon which the grant contract award was based. GRANTEE shall provide immediate written notice to the 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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNATRY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore the GRANTEE must certify the following, as required by the regulations implementing Executive Order 12549. GRANTEE'S certification is a material representation upon which the grant contract award was based.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSATIONS

Instructions for Certification

1. By signing and submitting this grant 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 grant 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 grant 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 grant 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. 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.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this grant 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 grant contract.

19. JURISDICTION AND VENUE. This grant contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

20. WAIVER. If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the STATE's right to enforce it.

21. CONTRACT COMPLETE. This grant contract contains all negotiations and agreements between the STATE and the GRANTEE. No other understanding regarding this grant contract, whether written or oral may be used to bind either party.

22. OTHER PROVISIONS.

22.1. GRANTEE agrees that no religious based counseling shall take place under the auspices of this grant contract.

22.2. If the GRANTEE has an independent audit, a copy of the audit shall be submitted to the STATE.

22.3. Payment to Subcontractors. (If applicable) As required by Minnesota Statutes, section 471.425, the prime GRANTEE must pay all subcontractors, according to the terms of the contract or, if no contract terms apply, within the standard payment period unless the GRANTEE in good faith disputes the obligation. Standard payment period is defined in Minnesota Statutes, section 471.425, subdivision 2.

22.4. Contingency Planning. Within 90 days of the execution of this grant contract, GRANTEE and any subcontractor will have a contingency plan. The contingency plan shall:

- (a) ensure fulfillment of Priority 1 or Priority 2 obligations under this grant contract;
- (b) outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- (c) identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for the STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to the STATE as the health emergency unfolds;
- (d) outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- (e) provide alternative operating plans for Priority 1 or Priority 2 functions;
- (f) include a procedure for returning to normal operations; and
- (g) be available for inspection upon request.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05.

By: _____

Date: _____ 12/6/18 _____

Grant No: ___ 150402 _____

4. STATE AGENCY (if over \$100,000)

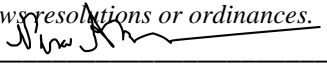
By : _____

Title: Assistant Commissioner

Date: _____

2. COUNTY

COUNTY certifies that the appropriate person(s) have executed the contract on behalf of the COUNTY as required by applicable articles, by-laws, resolutions or ordinances.

By:  _____

Title: _____ GCHHS Director _____

Date: _____ 12/11/2018 _____

Distribution (One fully executed original contract each):

Contracting, Procurement & Legal Compliance Division

Agency

COUNTY

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

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



REQUEST FOR BOARD ACTION

Requested Board Date:	December 18, 2018	Staff Lead:	Mary Heckman
Consent Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Attachments:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Action Requested:	Approve 2019-2020 CREST Cooperative Agreement		

BACKGROUND:

Since 1995 in SE Minnesota and still today with the following counties - Fillmore County, Goodhue County, Houston County, Mower County, Olmsted County, Minnesota Prairie County Alliance (which is comprised of Dodge, Steele and Waseca Counties), Wabasha County, and Winona County have worked cooperatively with each other on providing Adult Mental Health Services.

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 local customer and regional needs. This was done many years without any formal agreements but in 2010, the state required counties to have an agreement in place to formalize this arrangement, therefore the CREST Cooperative Agreement was developed. The total of the State funded allocation for calendar years 2019 and 2020 is \$4,595,908.00.

Attached is the 2019-2020 CREST Cooperative Agreement.

RECOMMENDATION: Goodhue County HHS recommends approval as requested.

**COOPERATIVE AGREEMENT
CREST INITIATIVE
2019-2020**

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 2019 and 2020, from January 1, 2019 to December 31, 2020. The total of the State funded allocation for calendar years 2019 and 2020 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 \$10,000 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), in accordance with the latest version of the *DHS Summarizes Mental Health Grant Fiscal Reporting Requirements Bulletin* and *Changes to DHS BRASS Manual for Calendar Year 2016-2017 Bulletin* for instruction.
 - 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 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.
10. 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.
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 January 1, 2019 through December 31, 2020 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 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.

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, Attention: Jill Schmidt, 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 all 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 GCHHS Board

Dated: _____

ATTESTED TO:

By: _____
Title: GCHHS Director

Dated: _____

APPROVED AS TO FORM AND EXECUTION:

By: _____
Title: County Attorney

Dated: _____

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



REQUEST FOR BOARD ACTION

Requested Board Date:	December 18, 2018	Staff Lead:	Mike Zorn
Consent Agenda:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Attachments:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Action Requested:	Approve November 2018 HHS Warrant Registers		

BACKGROUND:

This is a summary of Goodhue County Health and Human Services Warrant Registers for November 2018:

	Date of Warrant		Check No. Series		Total Batch
IFS	November 2, 2018	ACH	26622	26628	\$ 29,471.85
IFS	November 2, 2018		441613	441650	\$ 32,277.27
IFS	November 8, 2018	ACH	26643	26652	\$ 20,586.34
IFS	November 8, 2018		441722	441773	\$ 29,452.77
IFS	November 16, 2018	ACH	26666	26674	\$ 1,767.78
IFS	November 16, 2018		441811	441852	\$ 21,858.08
IFS	November 21, 2018	ACH	26675	26678	\$ 1,222.27
IFS	November 21, 2018		441853	441878	\$ 35,023.57
IFS	November 30, 2018	ACH	26812	26818	\$ 2,782.15
IFS	November 30, 2018		441968	442049	\$ 24,922.95
SSIS	November 30, 2018	ACH	26721	26749	\$ 70,966.19
SSIS	November 30, 2018		441887	441948	\$ 191,487.74
IFS	November 30, 2018	ACH	26750	26811	\$ 9,865.21
IFS	November 30, 2018		441949	441967	\$ 81,029.75
total					<u>\$ 552,713.92</u>

RECOMMENDATION: Goodhue County HHS Recommends Approval as Presented.

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



REQUEST FOR BOARD ACTION

Requested Board Date:	December 18, 2018	Staff Lead:	Mike Zorn
Consent Agenda:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Attachments:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Action Requested:	Review and Decide 2019 Goodhue County Sheriff's Department Fraud Prevention Agreement		

BACKGROUND:

Back in June 2017 County Administration, County Sheriff's and Health and Human Services began discussions about developing a local contract for fraud investigations with the Goodhue County Sheriff's Office in addition to our current regional fraud investigator. During the 2018 County Budget process, the County Board approved funding for a local, county fraud prevention work and soon thereafter, the GCHHS Department began working towards an agreement with Goodhue County Sheriff's Department and County Attorney's Office.

On February 5, 2018 there was a fraud contract discussion meeting with Goodhue County Attorney's Office, Goodhue County Sheriff's Office and Goodhue County Health & Human Services. At this meeting, all parties reviewed a draft of the fraud contract, discussed what the current regional Fraud Prevention Investigation (FPI) contract provides, what Goodhue County did regarding fraud before the implementation of a regional FPI contract and what do we want to do as a county regarding fraud.

On March 5, 2018, there was another fraud contract meeting with representatives from Wabasha County Sheriff's Office, Goodhue County Attorney's Office, Goodhue County Sheriff's Office, and Goodhue County Health & Human Services. At this meeting, we reviewed the 2017 cases of fraud referrals for Goodhue County and the region. We discussed establishing guidelines for Criminal Referral versus Administrative Disqualification Hearing (ADH). Our discussion involved collaborating with each other in addition to the current Regional Fraud Prevention Program. It was discussed what our current and future process for referral of fraud would be.

The process that we agreed to at the meeting would be that HHS would continue to refer fraud referrals to the Regional Fraud Investigator. The Regional Fraud Investigator would continue to go through the fraud procedures and determine the case action. Case actions could be No Change; Negative Action; Waive the Administrative Disqualification Hearing; or have an Administrative Disqualification Hearing. If the case looked like it had fraudulent intent or the

Fraud Investigator needed additional support in investigating the case then that case would be referred to the Goodhue County Sheriff's Office for investigation and for that office to determine if the case would then be referred to the Goodhue County Attorney's Office for potential criminal prosecution.

On September 18, 2018 Committee of the Whole (COW), we gave the County Board a Fraud Investigations Update. In attendance, were Wabasha County Sheriff Rodney Bartsh, Nate Barker, Regional Fraud Investigator Wabasha County Sheriff's Office, Pat Thompson Investigator Goodhue County Sheriff's Office, Steve Betcher Goodhue County Attorney and Sheila Gadiant Financial Assistance Supervisor II and Mike Zorn Deputy Director Goodhue County Health & Human Services.

State Fiscal Year 2017 (July 1, 2016 – June 30, 2017)

- 75 Completed Cases (76 Referrals)
- Savings = \$25,780
- Overpayments = \$6,377
- ADH Activities = \$3,919

State Fiscal Year 2018 (July 1, 2017 – June 30, 2018)

- 92 Completed Cases (93 Referrals)
- Savings = \$82,428
- Overpayments = \$69,507
- ADH Activities = \$27,000

No referrals were made to Goodhue County's Sheriff's Office during SFY 17-18

No referrals were made to Goodhue County Attorney's Office during SFY 17-18

RECOMMENDATION: The GCHHS Department recommends not to renew the above contract as the Regional Fraud Investigator has been able to handle all the referrals including all the referrals from Goodhue County. No referrals were made for the local Goodhue County contract work. The Goodhue County Sheriff's Office will continue to work with the Regional Fraud Investigator if assistance on an investigation is requested from the Regional Fraud Investigator.

**AGREEMENT BETWEEN
GOODHUE COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
AND GOODHUE COUNTY SHERIFF'S DEPARTMENT**

This agreement is between the Goodhue County Health and Human Services Department (hereafter referred to as the "Department") and Goodhue County Sheriff's Department (hereafter referred to as "Contractor") for Fraud Prevention Investigations (FPI).

Period of Agreement: January 1, 2019 through December 31, 2019. This agreement shall be reviewed and approved annually by the Goodhue County Health & Human Services Board.

WHEREAS, the Contractor represents that it is duly qualified and willing to perform the services set forth herein; and

WHEREAS, the Department has a cooperative agreement with Contractor to provide FPI services;

WHEREAS, the Department wishes to purchase services from the Contractor; and

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth, the Department and the Contractor agree as follows:

I. SCOPE OF SERVICES AND SPECIFIC DUTIES

HHS DUTIES.

HHS will:

- 1.1 Cooperate with the STATE and the FPI SHERIFF'S DEPARTMENT in fulfilling goals and objectives of the FPI Program pursuant to the FPI Guidelines, United States laws, federal regulations, State of Minnesota (State or state) laws, applicable Department rules and county ordinances.
- 1.2 Cooperate with the SHERIFF'S DEPARTMENT in monitoring fraud referrals, completed investigations and case actions taken because of fraud prevention investigations.
- 1.3 Cooperate with the SHERIFF'S DEPARTMENT and the STATE in submission of narrative, financial and/or statistical reports either as required in FPI Guidelines or as requested by the STATE.
- 1.4 Ensure that eligibility workers under its control make FPI referrals to the investigator representing the SHERIFF'S

DEPARTMENT, cooperate with case action reporting requirements and participate in funded FPI program related training.

- 1.5 Evaluate FPI referral rates among HHS eligibility workers in order to help identify fraud detection training needs.
- 1.6 Refer for criminal prosecution public assistance recipients and providers who have committed intentional program violations (IPV) or, when HHS agency attorney declines such prosecutions or the HHS agency decides not to pursue criminal prosecution of an IPV, pursue administrative disqualification of a provider or recipient in lieu of criminal prosecution in compliance with Minnesota Statutes, section §256.046.

SHERIFF'S DEPARTMENT DUTIES.

The SHERIFF'S DEPARTMENT will:

- 2.1 Provide FPI services and to provide to the Goodhue County Attorney's office, when applicable, and the Department, in writing, the findings of the investigation of cases referred by the Department.
- 2.2 To make available, for court appearances, deposition and office conferences, those personnel who can contribute to the criminal or civil prosecution of such cases.
- 2.3 To serve, upon request of the Court or the Goodhue County Attorney's Office, complaints, subpoenas and all other legal documents relating to the programs administered by the Department, and in furtherance of the aforementioned criminal or civil prosecutions.
- 2.4 Use qualified investigative staff to provide FPI services.
- 2.5 FPI activities will be conducted in such a manner that meets the standards, policies and guidelines as published by the Minnesota Department of Human Services.
- 2.6 Assist HHS in the identification and disqualification of individuals through the administrative disqualification hearing process when a completed fraud prevention investigation identifies an intentional program violation and no criminal action is contemplated.
- 2.7 Work in cooperation with the Minnesota Department of Human Services, Office of Inspector General, Financial Fraud and Abuse Investigative Division and the Regional FPI contract in

submission of narrative, financial and/or statistical reports either as required in FPI Guidelines or as requested by the STATE.

2.8 Work in cooperation with the Goodhue County Attorney's Office to have an understanding of the documentation required for Fraud Prevention and Backend Fraud Investigation necessary for prosecutions.

II. COST OF PURCHASED SERVICES

The total amount to be paid directly to Contractor for investigative services for one full year will be \$90,000.00 for the contract period billed quarterly which is an equivalent monthly rate of \$7,500.00.

III. STANDARDS TRAINING AND LICENSES

The Contractor shall remain licensed and operate in accordance with Minnesota Statutes §326.32 to §326.339 during the term of this Agreement.

All investigators will receive special training in public assistance eligibility and fraud investigation, including field experience.

Attend any training provided and required by Minnesota Department of Human Services Financial Fraud and Abuse Investigation Division to obtain access to the State FPI Computer Program.

The Contractor shall comply with all applicable federal and state statutes and regulations as well as local ordinances and rules now in effect or hereafter adopted.

IV. STATE AUDITS

Under Minn. Stat. §16.C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the Sheriff's department and its employees, agents, or subcontractors relevant to this contract shall be made available and subject to examination by HHS and STATE, including the FPI contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this Agreement.

V. SAFEGUARD OF CLIENT INFORMATION

For the purposes of executing its responsibilities and to the extent set forth in this Agreement, the Contractor shall be considered part of the welfare system as defined in Minnesota Statutes, Section §13.46, Subdivision 1. The Contractor's employees and agents shall have access to private or

confidential data maintained by the counties to the extent necessary to carry out its responsibilities under this Agreement. The Contractor agrees to comply with all of the requirements of the Minnesota Government Data Practices Act in providing services under this Agreement.

VI. EQUAL EMPLOYMENT OPPORTUNITY. CIVIL RIGHTS AND NONDISCRIMINATION

The Provider agrees to comply with the Civil Rights Act of 1964 and 1991 as amended; Title VII, 42 B.S.C. 2000e et seq as amended, including Executive Order No. 13672; Title VI, 42 U.S.C. 2000d et seq as amended; Americans with Disabilities Act ("ADA"), 42 U.S.C. § 12101, et seq. and 28 C.F.R. § 35.101-35.190 as amended; Title IX of the Education Amendments of 1972 as amended; and Sections 503 and 504 of the Rehabilitation Act of 1973 as amended and all other Federal regulations which prohibit discrimination in any program receiving federal financial assistance and the Minnesota Human Rights Act, Minnesota Statutes, § 363A.01 et seq.

All contractors doing business with the county adhere to the Department's policy to the principles of Equal Employment Opportunity and Affirmative Action. Such agencies as required by law are to have on file with the State of Minnesota an approved Affirmative Action Plan and must submit for the county's file, the Certificate of Approval.

VII. FAIR HEARING AND GRIEVANCE PROCEDURES

The Contractor agrees to participate in Fair Hearings, Disqualification Procedures, and Grievance Hearings in conformance with and in conjunction with procedures as established by the administrative rules of the Minnesota Department of Human Services.

VIII. CONDITIONS OF THE PARTIES' OBLIGATIONS

It is understood and agreed that in the event the funding to Goodhue County HHS from state and federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of services, the obligations of each party hereunder shall be terminated.

Contractor shall neither assign nor transfer any rights or obligations under this Contract without the prior written consent of Goodhue County HHS.

IX. MODIFICATION OF AGREEMENT

Any amendments of this Agreement shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

This Agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, Contractor shall be entitled to payment, determined on a pro-rata basis for work or services satisfactorily performed.

X. MERGER

Entire Agreement: It is understood and agreed that the entire Agreement of the parties is contained in Numbers I through X. This Agreement supersedes all oral agreements and negotiations relating to this Contract including any previous agreements pertaining to the services described herein. All items referred to in this Agreement are incorporated or attached and are deemed to be part of this Agreement.

IN WITNESS WHEREOF, Goodhue County Health and Human Services Department and the Contractor have executed this agreement as of the day and year first written above.

Contractor, having signed this Agreement and the Goodhue County Health and Human Services Board having duly approved this Contract on _____ and pursuant to such approval and the proper county officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth.

COUNTY OF GOODHUE, STATE OF MINNESOTA
GOODHUE COUNTY HEALTH AND HUMAN SERVICES
BOARD

By _____
GOODHUE COUNTY HHS BOARD CHAIR

Dated _____

ATTESTED TO:

By _____
GOODHUE COUNTY HHS DIRECTOR

Dated _____

BY _____
GOODHUE COUNTY SHERIFF

Dated _____

By _____
GOODHUE COUNTY ATTORNEY

Dated _____

2014-2018 Community Health Improvement Plan Accomplishments

Goodhue County Community Health Assessment Committee Meeting
December 13, 2018



Prepared by
Goodhue County
Health and
Human Services

Community Health Improvement Plan

- Long-term plan
- Builds on Community Health Assessment
- Describes work of
 - local public health *and*
 - broad set of community partners
- Explains how we are addressing top health issues together

2014-2018
Priorities

FAMILY AND PARENTING

MENTAL HEALTH AND CHEMICAL HEALTH

UNHEALTHY EATING HABITS AND LACK OF EXERCISE

ECONOMIC HEALTH



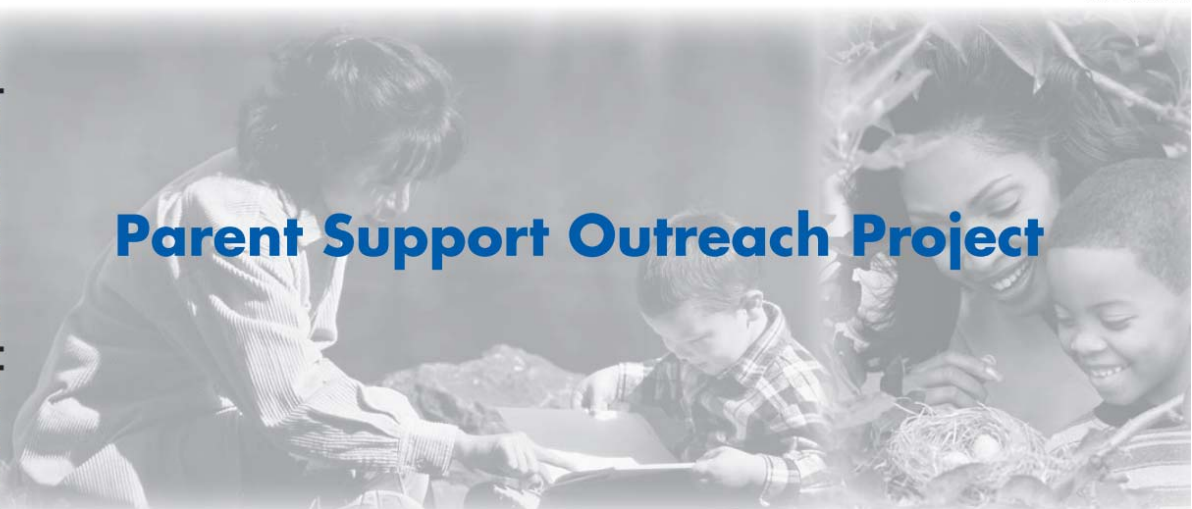
FAMILY AND PARENTING

Strategy: Home Visiting

South Country
Health Alliance
grant launched
full-time PSOP
position at
GCHHS

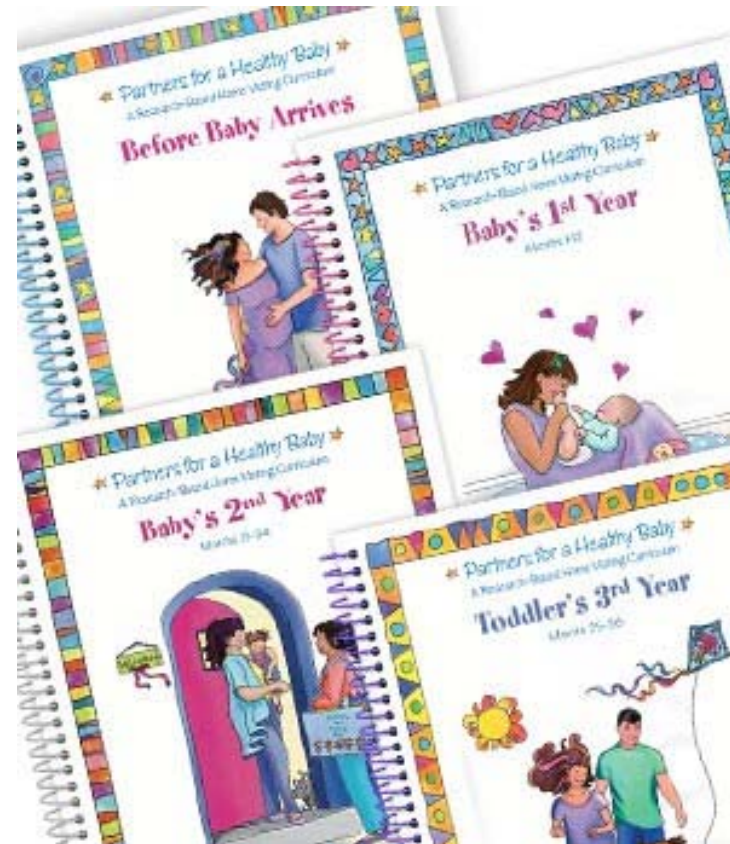
2014

Minnesota Department of **Human Services**
Parent Support Outreach Project



Three Rivers started offering Early Head Start

2016



Educated child care providers and clinics how and when to refer to Birth to Three

2014-2018





MENTAL HEALTH AND CHEMICAL HEALTH

Strategy: Anti-Stigma Campaign

Make it OK Earned Media Campaign

2014

Mental Illness Awareness Week is Oct. 5-11

By Jessica Seide
Goodhue County
Health and Human Services

Only 61 percent of Americans think it appropriate to tell family members about a mental illness diagnosis, according to a recent study commissioned by the New York City metro chapter of the National Alliance on Mental Illness. Just 43 percent approve of telling friends about a diagnosis, and just 13 percent of telling co-workers. Why is this?

Mental Illness Awareness Week 2014 is October 5-11. You can't really talk about mental illnesses without talking about stigma. Stigma can be harmful. It often leads people to be ashamed of their (or their family member's) mental illness. This also causes most to wait an average of 10 years before seeking treatment. The impact of waiting to seek treatment can include a loss of employment and income, homelessness, incarceration or suicide.

The truth is that mental illnesses are treatable health conditions very common in the world today. They

can affect anyone, regardless of age, race, religion or income. But people are still afraid to talk about it due to shame, misunderstanding, negative attitudes, and fear of discrimination.

The problem is that you can't always "see it." So, why do we hold such negative images? Why do we use derogatory words to describe mental illnesses and not illnesses such as diabetes or cancer? Why are there more negative thoughts and emotions that come to mind when someone is experiencing a mental illness? It's due to the stigma surrounding mental illnesses.

This stigma impacts how each of us think about, talk about and even treat people experiencing a mental illness, whether we know it or not. The stigma isn't just an attitude, it's also discrimination.

How we picture and talk about mental illnesses, shapes how we think about people who may experience one. One important thing to note is that there is a misperception that people with serious mental illnesses are dan-

News Record Oct 8th

gerous or violent, but they're not. Only about 5% of the violent crimes in our country are committed by people with a serious mental illness.

During Mental Illness Awareness Week, let's take a look at the way we perceive mental illnesses and get the conversations started. Let's stop the silence, share stories, and dispel the myths surrounding mental illnesses. The more we talk, the more we understand.

To find out more about mental illnesses and how to fight the stigma go to:

- <http://makeitok.org/>
- www.namihelps.org
- www.mentalhealthmn.org

Make it OK Interactive Toolkit

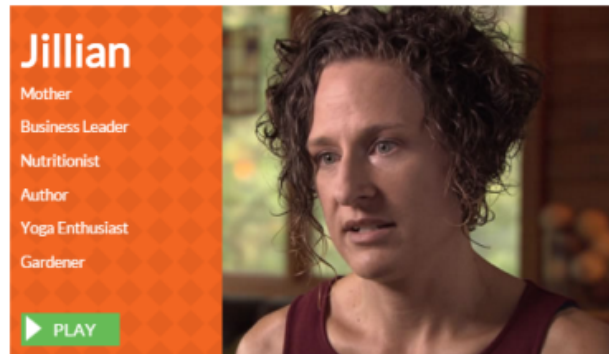
2015

Accomplishments and Recovery

People with mental illnesses live successful, meaningful, productive lives. They work with us, they work for us, they manage us, they go to school with us, they teach us, and they help us to be successful. They know how to manage their illnesses just like so many of us live with and manage any type of illness and still accomplish the things we want to accomplish.

An important step for all of us in ending stigma is to hear more success stories, to learn about accomplishments, and to understand that recovery is the norm.

Click Play, and then click NEXT PERSON for another story.



Jillian
Mother
Business Leader
Nutritionist
Author
Yoga Enthusiast
Gardener

[▶ PLAY](#)

The video player features a portrait of Jillian on the right and a list of her roles on the left. A green play button is at the bottom left of the video area.

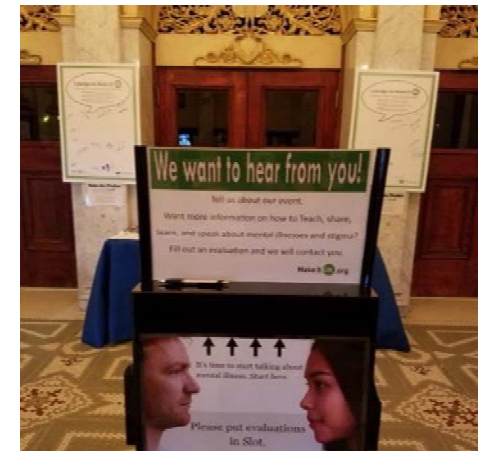
[◀ PREVIOUS PERSON](#)



[NEXT PERSON ▶](#)

Free screening of *Inside Out*

2017



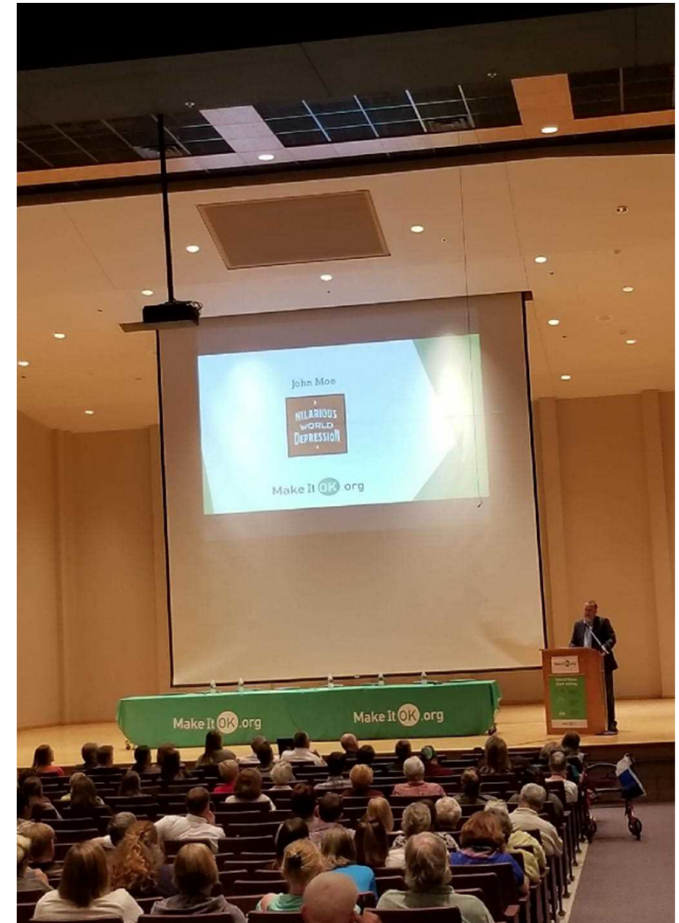
Make it OK Bus Ad

2017



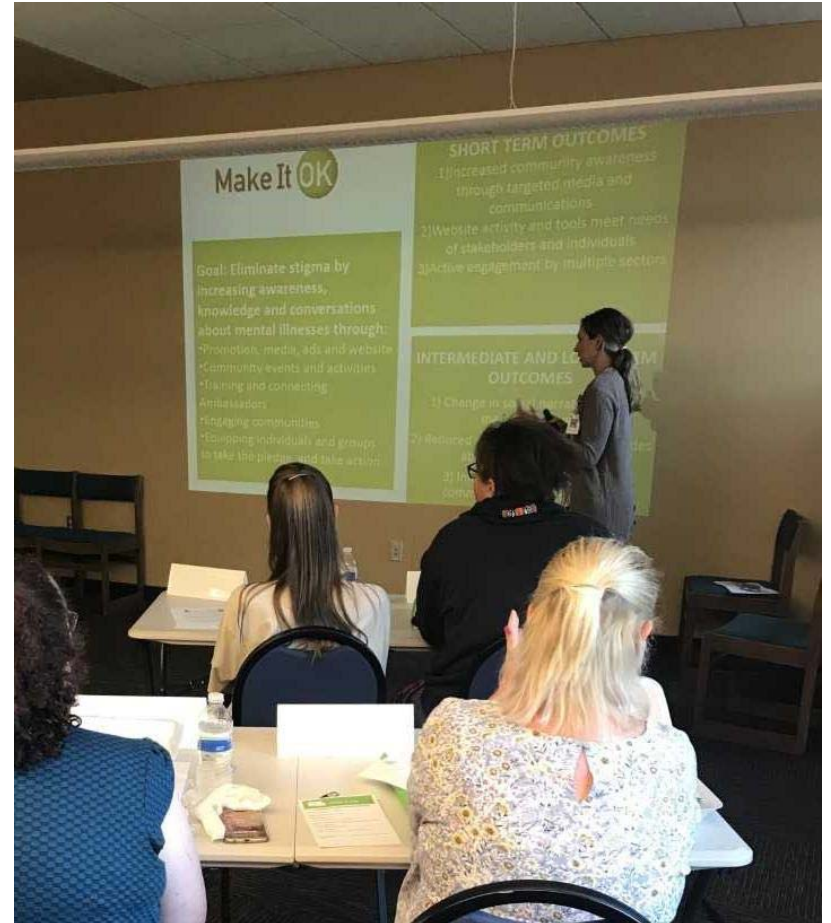
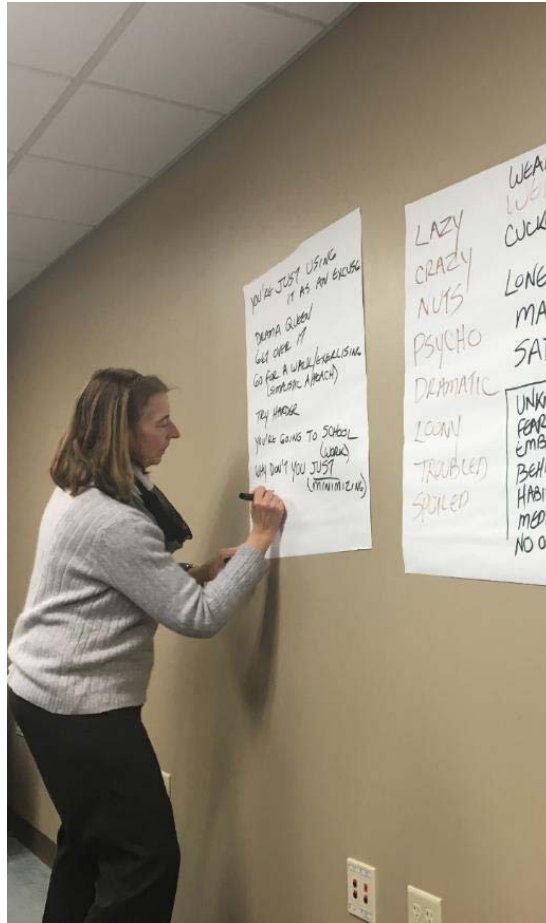
Make it OK Community Conversation

2018



Make it OK Ambassador Trainings

2018



Make it OK Presentations

2014-2018



Make it OK Volunteers

2018



UNHEALTHY EATING HABITS AND LACK OF EXERCISE

Strategy: Teach food preparation skills

Strategy: Physical activity programs in child care and worksites

14 nutrition class participants at ProAct and GCED earned crock pots

2014-2015



U of M Extension
SNAP-Ed
"Cooking
Matters" class at
Goodhue County
Ed District

2016



U of M Extension
SNAP-Ed “Back
to the Kitchen:
Healthy Cooking
Series” at Jordan
Towers

2017



Walk to Diabetes Awareness to promote "I CAN Prevent Diabetes" class

2018



Walking meeting at the Workforce Center

2015



Sit-stand workstations for City of Zumbrota staff

2016



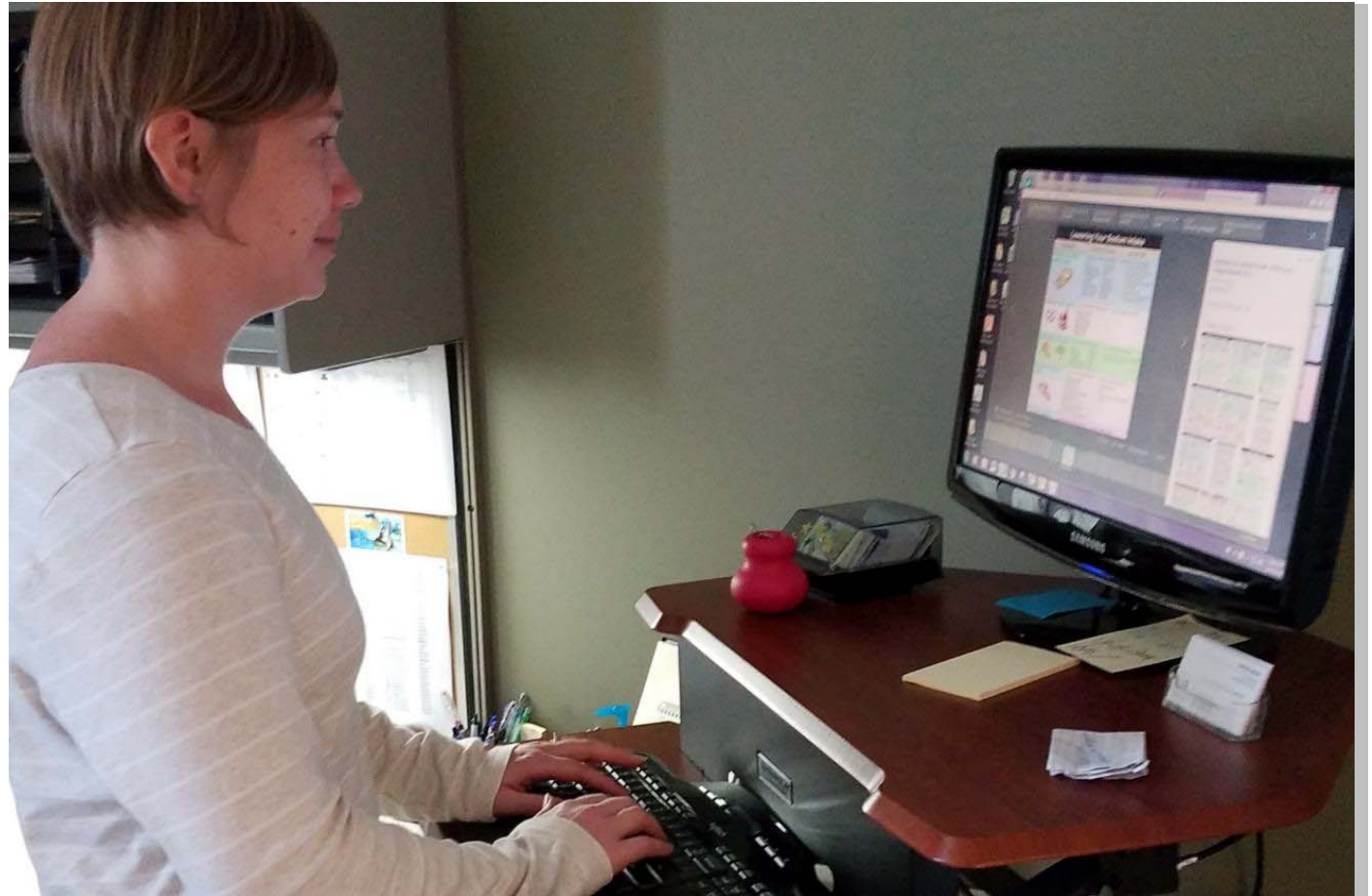
Learning about Nutrition through Activities (LANA) Training for Child Care Providers

2017



Sit-stand workstations for ProAct staff

2018





ECONOMIC HEALTH

Strategy: Bridge to Benefits

Red Wing HRA Tenant Survey about barriers to applying for benefits

2014



Bridge to Benefits Trainings

2015



BRIDGE TO BENEFITS

Another Way Children's Defense
Fund Helps Strengthen Families

www.bridgetobenefits.org

Bridge to Benefits Pilot at Red Wing HRA

2015

FAMILIES WERE ELIGIBLE FOR
\$9037
IN UNCLAIMED TAX CREDITS AND BENEFITS*

9
FAMILIES IN PUBLIC HOUSING USED BRIDGE TO BENEFITS WITH A VOLUNTEER

16
PROFESSIONALS AND VOLUNTEERS TRAINED IN BRIDGE TO BENEFITS

81%
OF THE 11 FAMILIES WHO SIGNED UP FOR A BRIDGE TO BENEFITS SCREENING CAME

*estimated based on actual Energy Assistance amounts and average Earned Income Tax Credit, Working Family Tax Credit, and Supplemental Nutrition Assistance Program benefit

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



Monthly Report

CD Placements

CONSOLIDATED FUNDING LIST FOR DECEMBER 2018

In-Patient Approval:

- #03834764R – 49 year old male – two previous treatments – Oakridge, Rochester
- #04885483 – 39 year old male – one previous treatment – Five Stars Recovery Center, Chaska
- #05328635R – 16 year old female – one previous treatment – Omegon, Minnetonka
- #04593057R – 32 year old male – three previous treatments – MN Adult & Teen Challenge, Rochester
- #03976246R – 49 year old male – two previous treatments – Restoration Counseling & Community Services, St. Paul

Outpatient Approvals:

- #02438421R – 20 year old female – three previous treatments – Common Ground, Red Wing
- #00961786R – 28 year old male – two previous treatments – Valhalla Place, Woodbury
- #02900902R – 34 year old male – two previous treatments – Professional Counseling Services, Delano
- #05758386 – 25 year old male – no previous treatment – Common Ground, Red Wing
- #04354195 – 49 year old male – no previous treatment – Common Ground, Rochester
- #00781010R – 26 year old female – one previous treatment – Midwest Recovery, Red Wing
- #00339980 – 39 year old female – on previous treatment – Midwest Recovery, Red Wing
- #02804502R – 33 year old female – five previous treatments – Common Ground, Red Wing
- #03243146R – 37 year old male – one previous treatment – Common Ground, Red Wing

Halfway House Approvals: None

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



**Monthly Update
Child Protection Assessments/Investigations**

	2015	2016	2017	2018
January	18	18	21	25
February	11	26	22	21
March	23	16	17	27
April	24	32	17	22
May	24	21	31	19
June	7	17	28	23
July	14	18	21	22
August	17	19	33	11
September	31	25	20	17
October	30	18	28	28
November	20	22	19	22
December	17	15	16	
Total	236	247	273	190

Promote, Strengthen, and Protect the Health of Individuals, Families, and Communities!



Goodhue County
Health and Human Services

426 West Avenue
 Red Wing, MN 55066
 Phone: (651) 385-3200
 Fax: (651) 267-4877

TO: Goodhue County Health and Human Services Board
FROM: Nina Arneson, GCHHS Director
DATE: December 18, 2018
RE: 2018 December Staffing Report

Following the updated Goodhue County hiring policy, below are GCHHS new hires for December 2018:

Outgoing Employee	Rate of Pay*	Classification	New Employee	Rate of Pay*	Step	Hire Date
Bobbie Sinn	\$19.23	Accounting Technician	Kaitlyn Carlson	\$18.37	1	12-3-18
Denise Schmidt	\$26.75	Child Support Officer	Cheryl Torbenson	\$22.34	1	11-28-18

*Rate of pay does not include additional compensation factors such as FICA, Medicare, pension and individual benefit elections which are confidential.

Working Together for a Healthier Tomorrow



Supported by the Statewide Health Improvement Partnership,
Minnesota Department of Health

Live Well Goodhue County is on a mission to improve the health of our residents by making it easier to walk, bike, eat nutritious food and live tobacco-free.

We strive to build community partnerships with child care providers, schools, workplaces, health care providers, non-profit organizations and faith communities to implement evidence-based strategies based on the latest science to make long-term sustainable changes in health.

We seek to identify social and economic barriers our low income, elderly, children and culturally diverse populations experience then influence changes in policies and systems to create an environment which supports health.

Community

- Adventures in Learning
- All Seasons Community Services
- Cities of Cannon Falls, Goodhue, Kenyon, Pine Island, Red Wing & Zumbrota
- Every Hand Joined/Pepin Woods Community
- HOPE Coalition
- Kiki's Simple Abundance
- Kenyon-Wanamingo Early Childhood & Family Education
- Pine Island Chamber of Commerce Farmers Market
- Quiet Waters Ranch
- Red Bike Project/Live Healthy Red Wing
- Red Wing Family YMCA
- SEMCAC Senior Nutrition



Our Partners in 2018

School

- Cannon Falls Elementary School
- Cannon Falls Middle/High School
- Goodhue School District
- Red Wing High School/Ag Program
- Sunnyside School/Red Wing
- Twin Bluff Middle School/Red Wing
- Zumbrota-Mazeppa Middle/High School
- Zumbrota-Mazeppa Primary School

Business

- Amesbury Truth
- City of Zumbrota
- Fernbrook Family Services
- Goodhue County
- Pro Act Inc.
- Three Rivers Community Action

Health Care

- Accra Home Health Care
- Goodhue County Health & Human Services
- Mayo Clinic Health System Red Wing

■ 38% of adults in Goodhue County have been told by a doctor or other health care professional they are overweight, 15% have been told by a doctor or other health care professional they are obese.¹

■ Heart disease is the #1 cause of death in Goodhue County, stroke is #4 and 29% of adults have high blood pressure/hypertension.¹



Our Work is Not Done

■ Diabetes was more often reported by people of color (14%) and by those who made less than \$25,000 a year (14%) than in the general adult population.¹

■ Between 11-23% of Goodhue County youth have used a tobacco product in the past month.²

■ Between 13-24% of youth reported having secondhand smoke exposure in the past week while at home or in a car.²

■ Between 55-86% of youth are not getting the recommended 60 minutes of physical activity, 7 days a week.²

¹Goodhue County Community Health Needs Assessment Survey, 2015 ²2016 Minnesota Youth Tobacco Survey



David Anderson talks with a food shelf client.

Eat Well, Live Well – The Red Wing Food Shelf Project

Healthy bodies and minds require nutritious meals at every age, but when you don't have enough food or have to choose inexpensive food with low nutritional value, it can seriously impact your health. Healthy eating is largely predicated on the ability or inability to access healthier food choices. The availability of affordable, appealing healthy food options coupled with the knowledge needed to make an informed choice and the skills to prepare it, will help our residents eat food aligned with the U.S. Dietary Guidelines for Americans.

A few suggestions from Food Shelf clients:

- Hold weekly fresh produce drives
- Have a produce drop box at the Farmers Market
- Organize gleaning trips to produce farmers where volunteers and clients together can glean produce
- Change the policy so clients can visit a 2nd time per month for produce only
- Offer group meals that include cooking demonstrations
- Move to a bigger store so more can be offered
- Provide premade freezer meals in a bag that could be warmed up in a crockpot



The Red Wing Food Shelf has made great improvements, yet the board has a **goal of increasing the amount and variety of healthy, nutritious food available for their clients.** To explore how to do this, food shelf board members, volunteers and clients are partnering with Live Well Goodhue County to investigate ways to make this a reality.

At a recent community event in October 2018 called MEET & EAT, twenty-four adults and their children along with food shelf board members and volunteers shared a meal and discussed challenges and barriers to receiving and consuming nutritious food. By the end of the gathering, over 30 ideas had been developed by attendees (see sidebar).

Moving forward into 2019, the team will test a few of these good ideas to determine which may work the best to reach their goal.





Making it Safer For Students to Walk & Bike to School

We are working with the communities of Goodhue, Zumbrota and Cannon Falls and their school districts to develop and implement a Safe Routes to School (SRTS) initiative. All three communities have the goal of making it safer for children to walk and bike to school.

SRTS is more than just a program, it is a comprehensive strategy to instill life-long habits that support physical activity and health. Walking and bicycling to school helps families stay active and helps kids start their day ready to learn. The initiative offers infrastructure improvements, education and promotional activities.¹



What's happening in Goodhue?

Starting as a simple project to redesign the drop off and pick up area in 2015, Goodhue Safe Routes to School initiative has become a community project with a goal that all children in Goodhue can walk and bicycle to school and other community destinations on routes that are safe, appealing and convenient. One of the first action items was to designate and paint a pedestrian lane on Third Avenue for students and families to increase safe walking.

The team has identified additional items:

- Painted crosswalks with signage and stop bars on intersections around the school
- New sidewalks in areas of the community where they are lacking
- Installing sidewalks in a future residential subdivision
- Completing a walking/biking trail around the community.

Continued on next page >>

¹Safe Routes to School Handbook



What's happening in Zumbrota?

With the redesign of Main Street (Hwy 58) and no designated cross walk in the school area, students living on the east side of town either had to cross at an intersection downtown, ride the school bus, or be dropped off and picked up by parents.

With the assistance of a MnDOT Safe Routes to School Planning Grant, school and city staff along with community members and students formulated a plan to make it safer for more children to walk and bike to school and make it safer for anyone to walk or bike to the farmers market, swimming pool, library, city parks or other community destinations.

The team has applied for a MnDOT Safe Routes to School infrastructure grant.

What's happening in Cannon Falls?

During 2018, Bike Cannon Falls evaluated the environment and engaged in conversation with students, parents, food shelf clients and seniors to discuss barriers to biking and possible steps to alleviate them.

The results of the evaluation include:

- Many Cannon Falls streets are wide, not heavily travelled and easily adaptable for bicycle traffic. Children, families and seniors should be encouraged to try bicycling. The perception of heavily travelled streets is they are too dangerous.
- 3rd, 4th and 5th grade students surveyed said distance and speed of cars deterred them from biking to school. "Bike Trains" and less traffic would make it safer and easier.
- 6th, 7th and 8th grade students surveyed said distance and before/after school activities was a deterrent. Some type of engagement or rewards program, designated bike routes, less traffic and safer intersections would help.



- Parents surveyed said safer intersections, designated bike routes and less traffic or slower cars speeds would make it easier to allow their children bike to school and to community destinations.

Next steps for Bike Cannon Falls?

2019 plans are to focus on encouragement and education activities and develop an awareness campaign to involve more riders. Several encouragement activities are currently being explored.