



# 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  
OCTOBER 20, 2020  
10:30 A.M.

WEB ACCESS: [HTTPS://GLOBAL.GOTOMEETING.COM/JOIN/682404701](https://global.gotomeeting.com/join/682404701)

CALL IN NUMBER: [TEL:+18773092073,,682404701#](tel:+18773092073,,682404701#)

ACCESS CODE: 682-404-701

## VIRTUAL MEETING NOTICE

"Due to concerns surrounding the spread of COVID-19, it has been determined that in-person meetings or meetings conducted under Minn. Stat. 13D.02 a are not practical or prudent. Therefore, meetings that are governed by the Open Meeting Law will temporarily be conducted by telephone or other electronic means pursuant to Minn. Stat. 13D.021."

Goodhue County Health and Human Services Board will be conduct a board meeting pursuant to this section on October 20, 2020 at 10:30 a.m. via GoToMeeting platform. The board and staff will attend the meeting via GoToMeeting by video or phone. The public is welcome to monitor the meeting by logging into <https://global.gotomeeting.com/join/682404701> or calling <tel:+18773092073,,682404701#> beginning at 10:20 a.m. or any time during the meeting. Access Code: 682-404-701

New to GoToMeeting: Get the app now and be ready when your meeting starts  
<https://global.gotomeeting.com/install/682404701>

[Tips for the Virtual Meeting](#)

1. CALL TO ORDER
2. REVIEW AND APPROVE BOARD MEETING AGENDA:
3. REVIEW AND APPROVE PREVIOUS MEETING MINUTES:
  - a. September 15, 2020 HHS Board Minutes

Documents:

[SEPT 2020 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. CREST Cooperative Agreement

Documents:

[CREST COOPERATIVE AGREEMENT.PDF](#)  
[CREST REGION - OLMSTED COUNTY DHS.PDF](#)

c. WIC Peer Breastfeeding Contract Amendments

Documents:

[WIC AND PEER BREASTFEEDING AMENDMENT.PDF](#)  
[GOODHUE PEER BREASTFEEDING AGREEMENT.PDF](#)  
[GOODHUE WIC AGREEMENT.PDF](#)

d. Supplemental Nutrition Assistance Program (SNAP) Regional Contract

Documents:

[SNAP REGIONAL AGREEMENT.PDF](#)

5. ACTION ITEMS:

a. Accounts Payable  
Mike Zorn

Documents:

[ACCOUNTS PAYABLE.PDF](#)

6. INFORMATIONAL ITEMS:

a. SCHA Update  
Leota Lind, CEO

Documents:

[SCHA 2020 COUNTY UPDATE.PDF](#)

b. HHS COVID-19 Update  
Nina Arneson

Documents:

[10-2020 COVID-19 HHS BOARD UPDATE.PDF](#)

c. Mary Heckman Retirement Recognition  
HHS Board Chair Linda Flanders

7. FYI-MONTHLY REPORTS:

a. Placement Report

Documents:

[PLACEMENT REPORT.PDF](#)

b. Child Protection Report

Documents:

[CHILD PROTECTION REPORT.PDF](#)

c. SFY 2020 Regional FPI Report

Documents:

[SFY 2020 REGIONAL FPI REPORT.PDF](#)

d. HHS Staffing Report

Documents:

[HHS STAFFING REPORT.PDF](#)

e. Quarterly Trend Report

Documents:

[HHS TREND REPORT.PDF](#)

8. ANNOUNCEMENTS/COMMENTS:

a. 2020 Goodhue County Community And School Flu Clinics

Documents:

[2020 GOODHUE COUNTY COMMUNITY FLU CLINICS.PDF](#)  
[2020 GOODHUE COUNTY SCHOOL FLU CLINICS.PDF](#)

9. ADJOURN

a. Next Meeting Will Be November 17, 2020

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

**GOODHUE COUNTY  
HEALTH & HUMAN SERVICES BOARD MEETING  
MINUTES OF SEPTEMBER 15, 2020**

The Goodhue County Health and Human Services Board convened their regularly scheduled meeting at 11:40 A.M., Tuesday, September 15, 2020, via GoToMeeting in the Goodhue County Board Room located in Red Wing, Minnesota.

**BOARD MEMBERS PRESENT:**

Brad Anderson, Paul Drotos, Linda Flanders, Susan Johnson, Barney Nesseth, and Nina Pagel.

**STAFF AND OTHERS PRESENT:**

Nina Arneson, Mary Heckman, Mike Zorn, Lisa Woodford, Ruth Greenslade, David Anderson, Brooke Hawkenson, Scott Arneson, Heather Arndt, Maggie Cichosz, and Vicki Iocco.

**AGENDA:**

On a motion by B. Anderson and seconded by S. Johnson, the Board approved the September 15, 2020 Agenda with an addition of The Red Wing Collectors Society Donation and removal of Introduction of New and Promoted Staff.

**MEETING MINUTES:**

On a motion by S. Johnson and seconded by N. Pagel, the Board approved the Minutes of the H&HS Board Meeting on August 18, 2020.

**CONSENT AGENDA:**

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

**DONATION:**

The Red Wing Collectors Society made a financial donation and Anti-Coronavirus Mini Jug to Goodhue County Health and Human Services. On a motion by P. Drotos and seconded by B. Nesseth, the Board approved to send a formal thank you to the Red Wing Collectors Society.

**ACTION ITEMS:**

On a motion by B. Anderson and seconded by S. Johnson, the Board approved payment of all accounts as presented.

On a motion by B. Anderson and seconded by B. Nesseth, the Board approved the personnel request to reallocate the position of Planner to Public Health Educator.

Goodhue County Health & Human Services Board  
Meeting Minutes of September 15, 2020

INFORMATIONAL ITEMS:

GCHHS COVID-19 Update

FYI & REPORTS:

Placement Report  
Child Protection Report

ANNOUNCEMENTS/COMMENTS:

ADJOURN:

On a motion by P. Drotos and seconded by S. Johnson, the Board approved adjournment of this session of the Health & Human Services Board Meeting at or around 12:30 pm.

DRAFT

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



**REQUEST FOR BOARD ACTION**

|                              |  |                     |  |
|------------------------------|--|---------------------|--|
| <b>Requested Board Date:</b> | October 20, 2020   | <b>Staff Lead:</b>  | Katie Bystrom  |
| <b>Consent Agenda:</b>       | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <b>Attachments:</b> | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |
| <b>Action Requested:</b>     | Approve Child Care Licensure Actions                                   |                     |  |

**BACKGROUND:**

**Child Care Relicensures:**

|                      |              |                     |           |
|----------------------|--------------|---------------------|-----------|
| Erin Lorenson        | Lake City    | Paula West          | Lake City |
| Nancy Fox            | Cannon Falls | Karen Kieffer       | Dennison  |
| Penny Droogsma       | Red Wing     | Tiffany Schlichting | Red Wing  |
| Wanda Feldman        | Red Wing     | Michelle Matthees   | Red Wing  |
| Samantha McChristian | Red Wing     | Nicole Warner       | Red Wing  |
| Cherie Chaska        | Red Wing     | Kari Sandstrom      | Red Wing  |

**Child Care Licensures:**

Number of Licensed Family Child Care Homes: 80

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

Promote, Strengthen and Protect the Health of Individuals, Families and Communities!  
 Equal Opportunity Employer  
[www.co.goodhue.mn.us/HHS](http://www.co.goodhue.mn.us/HHS)



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



**REQUEST FOR BOARD ACTION**

|                              |  |                     |  |
|------------------------------|--|---------------------|--|
| <b>Requested Board Date:</b> | October 20, 2020   | <b>Staff Lead:</b>  | Abby Villaran  |
| <b>Consent Agenda:</b>       | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No | <b>Attachments:</b> | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |
| <b>Action Requested:</b>     | Approve 2021-2022 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 2021 and 2022 is \$4,595,908.00.

Attached is the 2021-2022 CREST Cooperative Agreement.

**RECOMMENDATION:** Goodhue County HHS recommends approval as requested.

**COOPERATIVE AGREEMENT  
CREST INITIATIVE  
2021-2022**

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 2021 and 2022, from January 1, 2021 to December 31, 2022. The total of the State funded allocation for calendar years 2021 and 2022 is \$4,595,908.00.
2. As fiscal host, Olmsted County may apply for and receive the Adult Mental Health Initiative Funding Grant on behalf of CREST related to adult mental health services provided in Participating Counties.
3. Olmsted County on behalf of CREST may apply for and receive grants related to adult mental health services provided in Participating Counties. If grant funds are received, this Agreement shall be amended to add the additional grant fund amount to the \$4,595,908.00 total.
4. CREST funds will be allocated as determined by the regional management team throughout the 8 participating CREST County agencies and reviewed quarterly.



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

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

12. 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.
13. 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.
14. 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.
15. The term of this Agreement shall be from January 1, 2021 through December 31, 2022 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.
16. 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.

17. 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
18. Upon request, Olmsted County shall provide each Participating County with a copy of the fully signed Cooperative Agreements.

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

COUNTY OF GOODHUE

By: \_\_\_\_\_  
Title: Chairperson of the HHS County Board

Dated: \_\_\_\_\_

ATTESTED TO:

By: \_\_\_\_\_  
Title: Health and Human Services Director

Dated: \_\_\_\_\_

APPROVED AS TO FORM AND EXECUTION:

By: \_\_\_\_\_  
Title: Lead County Attorney

Dated: \_\_\_\_\_



## Minnesota Department of Human Services County Grant Contract

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This Grant Contract, and all amendments and supplements to the contract (“CONTRACT”), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Division (“STATE”) and Olmsted County, an independent grantee, not an employee of the State of Minnesota, located at 2100 Campus Drive SE, Suite 200, Rochester, MN 55904 (“COUNTY”).

### RECITALS

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) and 245.461 to 245.486 (the “Minnesota Comprehensive Adult Mental Health Act”), has authority to enter into contracts for the following services: create and ensure a unified, accountable, and comprehensive adult mental health system with services administered under Adult Mental Health Initiative and/or Community Support Program funding.

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

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

### CONTRACT

#### 1. CONTRACT TERM AND SURVIVAL OF TERMS.

**1.1. Effective date:** This CONTRACT is effective on **January 1, 2021**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

**1.2. Expiration date.** This CONTRACT is valid through **December 31, 2022**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

**1.3. No performance before notification by STATE.** COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7, and COUNTY is notified to begin work by STATE's Authorized Representative.

**1.4. Survival of terms.** COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: 9. Liability; 10. Information Privacy and Security; 11. Intellectual Property Rights; 13.1. State audit; and 14. Jurisdiction and Venue.

**1.5. Time is of the essence.** COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

## **2. COUNTY'S DUTIES.**

**2.1 Duties.** COUNTY shall perform duties in accordance with **Attachment A**, County Duties, which is attached and incorporated into this CONTRACT.

**2.2 Accessibility.** Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [Minnesota IT \(MN.IT\) Accessibility Standards](#), as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

## **3. CONSIDERATION AND TERMS OF PAYMENT.**

**3.1 Consideration.** STATE will pay for all services satisfactorily provided by COUNTY under this CONTRACT.

**a. Compensation.** COUNTY will be paid in accordance with **Attachment B**, Budget, which is attached and incorporated into this CONTRACT.

1. Attachment B, "Budget", covers two full calendar years. The total budget amount indicated in Attachment B is to be dispersed over two calendar years. In calendar year 2021, COUNTY shall not invoice the STATE, and STATE shall not pay COUNTY, for more than half of the total budget amount indicated in Attachment B.
2. All expenditures must be for services or items necessary for the delivery of those services. "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 exceeds \$5,000 and is 1) land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; or 2) additions, improvements, modifications, replacements,

rearrangements, reinstallations, renovations, alterations, or repairs of the items listed above that materially increase their value or useful life.

3. COUNTY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 16.1 of CONTRACT, revisions shall be done on a form provided by the STATE. Revisions are required when adding or removing a BRASS code from the budget or adding or removing a provider(s). Shifting of funds between budget line items does not require an amendment. Amendments are required when extending the end date or changing the total grant award, pursuant to Clause 16.1 of CONTRACT. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change on a form provided by STATE.

- b. Travel and subsistence expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan](#).<sup>1</sup> COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.
- c. Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **six million, twenty three thousand, six hundred eighty four dollars (\$6,023,684)**.
- d. Withholding.** 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.

### 3.2. Terms of payment

- a. Advance.** The COUNTY will receive one initial payment of **seven hundred fifty two thousand, nine hundred sixty one dollars (\$752,961)** pursuant to Minnesota Administrative Rule 9535.1740 at the start of the CONTRACT. The COUNTY is not eligible to receive a cash advance from the STATE in Year 2 of the CONTRACT.
- b. Invoices.** Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized agent pursuant to Clause 4.1. Invoices shall be submitted via quarterly SEAGR report (DHS-2557) and on the BRASS-Based Grant Fiscal Report (DHS-2895) specific to the grant, and according to the following schedule: **following each March 31, June 30, September 30, and December 31.**
- c. Reconciliation.** Within sixty (60) days of the end of the grant period, the STATE will complete a reconciliation of payments issued against expenditures reported by the COUNTY. If actual

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<sup>1</sup> <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

expenditures by the COUNTY are less than listed in the total approved program budget at the end of the CONTRACT, the STATE shall reduce the final payment so as not to exceed total expenditures.

#### **4. CONDITIONS OF PAYMENT.**

**4.1. Satisfaction of STATE.** All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of 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. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

**4.2. Payments to subcontractors.** As required by Minn. Stat. § 16A.1245, COUNTY must pay all subcontractors, within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s) and must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

**4.3. Administrative costs and reimbursable expenses.** Pursuant to Minn. Stat. § 16B.98, subd. 1, COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq., COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

#### **5. PAYMENT RECOUPMENT.**

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from the STATE for contract services which have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable under the line item budget, clause 2.1(a);
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 1, COUNTY'S Duties; and/or
- e. Any amount identified as a financial audit exception.



## **6. CANCELLATION.**

**6.1. For cause or convenience.** In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

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

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

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

**7.1. State.** STATE's authorized representative for the purposes of administration of this CONTRACT is **Gertrude Matemba-Mutasa** or successor. Phone and email: **gertrude.matemba-mutasa@state.mn.us, 651-431-6408**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

**7.2. County.** COUNTY's Authorized Representative is **Matt Flynn** or successor. Phone and email: **507-328-6400, flynn.matt@co.olmsted.mn.us**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

**7.3. Information Privacy and Security.** COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Dan Jensen** or successor. Phone and email: **507-328-7450, jensen.dan@co.olmsted.mn.us**.

## **8. INSURANCE REQUIREMENTS.**

**8.1. Worker's Compensation.** The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'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.

## **9. LIABILITY.**

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

**10. INFORMATION PRIVACY AND SECURITY.** Information privacy and security shall be governed by the "Data Sharing Agreement and Business Associate Agreement Terms and Conditions" which is attached and incorporated into this CONTRACT as **Attachment C**, except that the parties further agree to comply with any agreed-upon amendments to the Data Sharing Agreement and Business Associate Agreement.

## **11. INTELLECTUAL PROPERTY RIGHTS.**

**11.1. 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 COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the 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 COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

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

### **11.3. Responsibilities.**

- a. 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 COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE’s ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY 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 STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY’s expense, from any action or claim brought against 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. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney’s fees. If such a claim or action arises, or in COUNTY’s or STATE’s opinion is likely to arise, COUNTY must, at STATE’s discretion, either procure for 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 STATE will be in addition to and not exclusive of other remedies provided by law.

**12. OWNERSHIP OF EQUIPMENT.** The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

### **13. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.**

#### **13.1. State audit.**

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

**13.2. Independent audit.** If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT, a copy of the audit must be submitted to STATE within thirty (30) days of the audit's completion.

**13.3. Federal audit requirements and COUNTY debarment information.** COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

#### **13.4. Debarment by STATE, its departments, commissions, agencies or political subdivisions.**

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to 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.

#### **13.5. Certification regarding debarment, suspension, ineligibility, and voluntary exclusion – lower tier covered transactions.**

COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

##### **a. Instructions for Certification**

1. By signing and submitting this 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 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 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 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. part 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.

**b. Lower Tier Covered Transactions.**

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

**14. JURISDICTION AND VENUE.**

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**15. CLERICAL ERRORS AND NON-WAIVER.**

**15.1. Clerical error.** Notwithstanding Clause 16.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

**15.2. Non-waiver.** If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

**16. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.**

**16.1. Amendments.** Any amendments to this CONTRACT shall be in writing, and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

**16.2. Assignment.** COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

**16.3. Entire Agreement.**

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 16.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

**16.4. Drafting party.** The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

## **17. PROCURING GOODS AND CONTRACTED SERVICES.**

**17.1. Contracting and bidding requirements.** COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

**17.2 Debarred vendors.** In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

## **18. SUBCONTRACTS.**

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and sub-recipients, in all subcontracts, to the same extent that the material obligations apply as between the STATE and COUNTY.

## **19. LEGAL COMPLIANCE.**

**19.1 General compliance.** All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

**19.2 Nondiscrimination.** COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to: fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #[1329](#) (Sexual Harassment Prohibited) and #[1436](#) (Harassment and Discrimination Prohibited).

**19.3 Grants management policies.** COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) [Policy 08-10](#).

**19.4 Conflict of interest.** COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM [Policy 08-01](#). COUNTY shall immediately notify STATE if a conflict of interest arises.

## **20. OTHER PROVISIONS**

**20.1. No Religious Based Counseling.** COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

**20.2. Contingency Planning.** This section applies if COUNTY will be fulfilling Priority 1 or Priority 2 functions under this contract. A *Priority 1* function is a function that, for purposes of planning business continuity during an emergency or disaster, must continue 24 hours per day and 7 days per week, or be recovered within hours. A *Priority 2* function is a function that, for purposes of planning business continuity during an emergency or disaster, must be resumed within 25 hours to 5 days. Within 90 days of the execution of this CONTRACT, COUNTY and any subcontractor will have a contingency plan. The contingency plan shall:

- a. Ensure fulfillment of Priority 1 or Priority 2 obligations under this 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 STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to 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.

**20.3. Open Meeting Law.** COUNTY must comply with all applicable requirements of the Open Meeting Law in Minnesota Statutes chapter 13D.

**20.4. Complaints.** COUNTY shall work cooperatively and proactively with STATE to resolve complaints received from an Individual; from an authorized representative; from a partnering entity; from a community organization; or from a state, federal, or other health oversight agency. STATE will provide technical assistance for process improvements related to complaints received.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

Signature Page Follows



By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

**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: \_\_\_\_\_

Contract No: \_\_\_\_\_

**Distribution: (fully executed contract to each)**

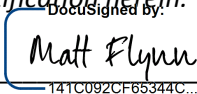
Contracting and Legal Compliance Division

County

State Authorized Representative

**2. COUNTY**

*Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.*

By:  \_\_\_\_\_  
DocuSigned by: 141C092CF65344C...

Title: chair

Date: 10/6/2020 | 8:46 PM CDT

**3. STATE AGENCY**

By (with delegated authority): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A: COUNTY DUTIES

The following items will be evaluated throughout the contract period: 1/1/21-12/31/22.

| Objective  | Description of Tasks and Deliverables   | Evaluation Method        |
|--|---|--------------------------|
| <b>AMHI only</b>   |   |                          |
| Have written policy and procedures governing accounting and operational procedures   | <ul style="list-style-type: none"> <li>Documented agreement for multi-county initiatives (e.g., MOU, bylaws, joint powers agreement)</li> <li>Decision-making process document or description</li> <li>Contingency planning (see section 20.2 of contract)</li> <li>Nondiscrimination policies (see section 19.2 of contract)</li> </ul>  | Twice yearly site visits |
| Include persons with mental illness, Tribal organizations of the county/region, and the Local Advisory Council in the development, implementation, and evaluation of all Adult Mental Health Plans | <ul style="list-style-type: none"> <li>Demonstrate people with lived experience of mental health are involved in planning, implementing, and evaluating Adult Mental Health Plans</li> <li>Demonstrate tribal organizations are involved in planning, implementing, and evaluating Adult Mental Health Plans</li> <li>Demonstrate Local Advisory Councils are involved in planning, implementing, and evaluating Adult Mental Health Plans</li> </ul> | Twice yearly site visits |
| Ensure that Adult Mental Health Initiative projects are planned and administered according to Minn. Stat. <a href="#">245.4661</a>   | <ul style="list-style-type: none"> <li>Design, plan, and improve the mental health service delivery system for adults with serious and persistent mental illness (SPMI)</li> <li>Include program evaluation</li> </ul>  | Twice yearly site visits |
| Meet requirements of Open Meeting Law  | <ul style="list-style-type: none"> <li>Meeting information posted where community members can find it</li> <li>Meeting minutes and decisions are documented and publicly available</li> </ul>   | Twice yearly site visits |
| <b>CSP only</b>  |   |                          |
| Ensure that Community Support Plan services are planned and administered according to Minn. Stat. <a href="#">245.4712</a>   | <ul style="list-style-type: none"> <li>Assure sufficient community support services are available to meet the needs of adults with SPMI in the county</li> </ul>  | Twice yearly site visits |
| <b>AMHI and CSP</b>  |   |                          |
| Work to achieve the mission statement described in the Minnesota Comprehensive Adult Mental Health Act Minn. Stat. <a href="#">245.461</a>   | <ul style="list-style-type: none"> <li>Lived experience with mental illness guides the governance and services</li> <li>Brings together people with lived experience, providers, counties, tribes, MCOs and DHS to fully utilize all available resources to meet regional needs.</li> </ul>   | Twice yearly site visits |

|  |  |                          |
|--|--|--------------------------|
|  | <ul style="list-style-type: none"> <li>• Develops and provides an array of person centered services that builds on personal and cultural strengths.</li> <li>• Utilizes a data driven model to evaluate the impact of services on health outcomes.</li> <li>• Assures access, early intervention, coordination, and application of resources through creative partnerships.</li> </ul> |                          |
| Ensure all revenue received by COUNTY and its contracted or subcontracted providers is managed according to Minnesota Rules chapter <a href="#">9535.1740 subd.3</a>                                     | <ul style="list-style-type: none"> <li>• Submit quarterly fiscal reports / invoices to DHS for payment</li> </ul>  | Twice yearly site visits |
| Ensure their contracted providers bill eligible insurance before accessing Adult Mental Health grant funding   |  | Twice yearly site visits |
| Have a transition plan that complies with Minnesota Statute <a href="#">245.466 subd.3a</a>  | <ul style="list-style-type: none"> <li>• Transition plan for continuity of care in the event of contract termination with a community mental health center</li> <li>• Transition plan for continuity of care in the event of contract termination with a community support services provider</li> </ul>  | Twice yearly site visits |
| Complete all required data reporting and ensure their contracted providers are completing all required data reporting  | <ul style="list-style-type: none"> <li>• MHIS data reporting completed twice a year</li> <li>• SSIS data reporting completed</li> <li>• Supplemental spreadsheet reporting completed twice a year</li> <li>• Effort made to have providers reporting into MHIS instead of the supplemental spreadsheet</li> </ul>  | Twice yearly site visits |
| Meet the policy requirements from the <a href="#">Office of Grants Management</a> for all subcontracts that are over \$50,000  | <ul style="list-style-type: none"> <li>• Grant monitoring plan for all subcontracts over \$50,000, including site visits and financial reconciliation</li> <li>• Conflict of interest assessed and documented</li> </ul>   | Twice yearly site visits |
| Incorporate the <a href="#">National Culturally and Linguistically Appropriate Services (CLAS) Standards</a> into County administered services and contracts/agreements with community service providers | <ul style="list-style-type: none"> <li>• Demonstrated effort to provide effective, equitable, understandable, and respectful quality care and services that are responsive to diverse cultural health beliefs and practices, preferred languages, health literacy, and other communication needs</li> </ul>  | Twice yearly site visits |

## Attachment B Budget

| <b>Grant Budget Summary</b>            |              |                       |                   |              |
|--|--------------|-----------------------|-------------------|--------------|
| <b>2895 BRASS Code Summary for:</b>    |              | <b><i>Olmsted</i></b> |                   |              |
| <b>Funding Totals</b>                  |              |                       |                   |              |
|  | <b>CSP</b>   | <b>AMHI</b>           | <b>Moose Lake</b> | <b>TOTAL</b> |
| <b>TOTAL ALLOCATION</b>                | \$ 1,427,776 | \$ 4,595,908          | \$ -              | \$ 6,023,684 |
| <b>Requested Funding By BRASS Code</b> |              |                       |                   |              |
| <b>BRASS CODE</b>                      | <b>CSP</b>   | <b>AMHI</b>           | <b>Moose Lake</b> | <b>TOTAL</b> |
| 402                                    | \$ -         | \$ 382,714            | \$ -              | \$ 382,714   |
| 403                                    | \$ -         | \$ 4,144              | \$ -              | \$ 4,144     |
| 408                                    | \$ -         | \$ 27,974             | \$ -              | \$ 27,974    |
| 416                                    | \$ 10,000    | \$ 87,703             | \$ -              | \$ 97,703    |
| 418                                    | \$ 70,000    | \$ 48,757             | \$ -              | \$ 118,757   |
| 420                                    | \$ 20,600    | \$ -                  | \$ -              | \$ 20,600    |
| 431                                    | \$ -         | \$ 190,189            | \$ -              | \$ 190,189   |
| 434                                    | \$ 594,660   | \$ 97,391             | \$ -              | \$ 692,051   |
| 436                                    | \$ -         | \$ -                  | \$ -              | \$ -         |
| 437                                    | \$ -         | \$ 194,406            | \$ -              | \$ 194,406   |
| 438                                    | \$ -         | \$ -                  | \$ -              | \$ -         |
| 443                                    | \$ 40,000    | \$ 355,179            | \$ -              | \$ 395,179   |
| 446                                    | \$ -         | \$ 293,208            | \$ -              | \$ 293,208   |
| 451                                    | \$ -         | \$ -                  | \$ -              | \$ -         |
| 452                                    | \$ -         | \$ 405,080            | \$ -              | \$ 405,080   |
| 454                                    | \$ -         | \$ 1,128,926          | \$ -              | \$ 1,128,926 |
| 468                                    | \$ -         | \$ -                  | \$ -              | \$ -         |
| 469                                    | \$ -         | \$ -                  | \$ -              | \$ -         |
| 474                                    | \$ -         | \$ 60,092             | \$ -              | \$ 60,092    |
| 491                                    | \$ 692,516   | \$ 825,791            | \$ -              | \$ 1,518,307 |
| 493                                    | \$ -         | \$ 494,354            | \$ -              | \$ 494,354   |

## ATTACHMENT C

### DATA SHARING AND BUSINESS ASSOCIATE AGREEMENT TERMS AND CONDITIONS

---

This Attachment sets forth the terms and conditions in which STATE will share data with and permit COUNTY to Use or Disclose Protected Information that the parties are legally required to safeguard pursuant to the Minnesota Government Data Practices Act ("MGDPA") under Minnesota Statutes, chapter 13, the Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 ("HIPAA"), and other Applicable Safeguards.

The parties agree to comply with all applicable provisions of the MGDPA, HIPAA, and any other Applicable Safeguard that applies to the Protected Information.

General Description of Protected Information That Will Be Shared: Adult Mental Health Initiative (AMHI) and/or Community Support Program (CSP) data for the term of the contract

Purpose for Sharing Protected Information and Expected Outcomes: Review of AMHI and/or CSP grantee projects to assure program integrity, quality, and effectiveness.

STATE is permitted to share the Protected Information with COUNTY pursuant to: Minnesota Data Practices Act under Minnesota Statutes, Chapter 13

It is expressly agreed that COUNTY is a "business associate" of STATE, as defined by HIPAA under 45 C.F.R. § 160.103, "Definitions." The Disclosure of Protected Health Information to COUNTY that is subject to the Health Insurance Portability Accountability Act (HIPAA) is permitted by 45 C.F.R. § 164.502(e)(1)(i), "Standard: Disclosures to Business Associates."

It is understood by COUNTY that, as a business associate under HIPAA, COUNTY is directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making Uses and Disclosures of Protected Health Information that are not authorized by contract or permitted by law. COUNTY is also directly liable and subject to civil penalties for failing to safeguard electronic Protected Health Information in accordance with the HIPAA Security Rule, Subpart C of 45 C.F.R. Part 164, "Security and Privacy."

#### DEFINITIONS

- A. "Agent" means COUNTY'S employees, contractors, subcontractors, and other non-employees and representatives.

- B. "Applicable Safeguards" means the state and federal safeguards listed in subsection 2.1.A of this Attachment.
- C. "Breach" means the acquisition, access, Use, or Disclosure of unsecured Protected Health Information in a manner not permitted by HIPAA, which compromises the security or privacy of Protected Health Information.
- D. "Business Associate" shall generally have the same meaning as the term "business associate" found in 45 C.F.R. § 160.103, and in reference to the party in the Contract and this Attachment, shall mean COUNTY.
- E. "Contract" means the Grant Contract between STATE and COUNTY to which this Attachment is attached.
- F. "Disclose" or "Disclosure" means the release, transfer, provision of access to, or divulging in any manner of information by the entity in possession of the Protected Information.
- G. "HIPAA" means the rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164.
- H. "Individual" means the person who is the subject of protected information.
- I. "Privacy Incident" means a violation of an information privacy provision of any applicable state and federal law, statute, regulation, rule, or standard, including those listed in the Contract and this Attachment.
- J. "Protected Information" means any information, regardless of form or format, which is or will be Used by STATE or COUNTY under the Contract that is protected by federal or state privacy laws, statutes, regulations, policies, or standards, including those listed in this Attachment. This includes, but is not limited to, individually identifiable information about a State, county or tribal human services agency client or a client's family member. Protected Information also includes, but is not limited to, Protected Health Information, as defined below, and Protected Information maintained within or accessed via a State information management system, including a State "legacy system" and other State application.
- K. "Protected Health Information" is a subset of Protected Information (defined above) and has the same meaning as the term "protected health information" found in 45 C.F.R. § 160.103. For the purposes of this Attachment, it refers only to that information that is received, created, maintained, or transmitted by COUNTY as a Business Associate on behalf of STATE.
- L. "Security Incident" means the attempted or successful unauthorized accessing, Use, or interference with system operations in an information management system or application. "Security Incident" does not include pings and other broadcast attacks on a system's firewall,

port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, provided that such activities do not result in the unauthorized exposure, viewing, obtaining, accessing, or Use of Protected Information.

- M. "Use" or "Used" means any activity involving Protected Information including its creation, collection, access, acquisition, modification, employment, application, utilization, examination, analysis, manipulation, maintenance, dissemination, sharing, Disclosure, transmission, or destruction. "Use" includes any of these activities whether conducted manually or by electronic or computerized means.

## **1. INFORMATION EXCHANGED**

- 1.1** This Attachment governs the data that will be exchanged pursuant to COUNTY performing the services described in the Contract. The data exchanged under the Contract will include: BRASS Code data by client including, but not limited to, demographic information such as age, sex, race, the number of people served, and information related to housing, employment, hospitalization, symptoms, and satisfaction with services reported by COUNTY and its SUBCONTRACTORS to STATE. Data is submitted via the Mental Health Information System (MHIS), the Social Services Information System (SSIS), and other encrypted spreadsheet as directed by the STATE.
- 1.2** The data exchanged under the Contract is provided to STATE by COUNTY and its SUBCONTRACTORS for: review of AMHI and/or CSP grantee projects to assure program integrity, quality, and effectiveness and to ensure COUNTY is meeting the terms of the Contract.
- 1.3** It is permissible to share the Protected Information between STATE and COUNTY pursuant to: the terms and conditions of the Contract and this Data Sharing and Business Associate Agreement in accordance with the Minnesota Data Practices Act under Minnesota Statutes, Chapter 13.

## **2. INFORMATION PRIVACY AND SECURITY**

COUNTY and STATE must comply with the MGDPA, HIPAA, and all other Applicable Safeguards as they apply to all data provided by STATE under the Contract, and as they apply to all data created, collected, received, stored, Used, maintained, or disseminated by COUNTY under the Contract. The civil remedies of Minn. Stat. § 13.08, "Civil Remedies," apply to COUNTY and STATE. Additionally, the remedies of HIPAA apply to the release of data governed by HIPAA.

### **2.1 Compliance with Applicable Safeguards.**

- A. State and Federal Safeguards.** The parties acknowledge that the Protected

Information to be shared under the terms of the Contract may be subject to one or more of the laws, statutes, regulations, rules, policies, and standards, as applicable and as amended or revised (“Applicable Safeguards”), listed below, and agree to abide by the same.

1. Health Insurance Portability and Accountability Act rules and regulations codified at 45 C.F.R. Parts 160, 162, and 164 (“HIPAA”);
2. Minnesota Government Data Practices Act (Minn. Stat. Chapter 13);
3. Minnesota Health Records Act (Minn. Stat. § 144.291–144.34);
4. Confidentiality of Alcohol and Drug Abuse Patient Records (42 U.S.C. § 290dd-2, “Confidentiality of Records,” and 42 C.F.R. Part 2, “Confidentiality of Substance Use Disorder Patient Records”);
5. Tax Information Security Guidelines for Federal, State and Local Agencies (26 U.S.C. § 6103, “Confidentiality and Disclosure of Returns and Return Information,” and Internal Revenue Service Publication 1075;
6. U.S. Privacy Act of 1974;
7. Computer Matching Requirements (5 U.S.C. § 552a, “Records Maintained on Individuals”);
8. Social Security Data Disclosure (section 1106 of the Social Security Act: 42 USC § 1306, “Disclosure of information in Possession of Social Security Administration or Department of Health and Human Services”);
9. Disclosure of Information to Federal, State and Local Agencies (DIFSLA Handbook, Internal Revenue Service Publication 3373);
10. Final Exchange Privacy Rule of the Affordable Care Act (45 C.F.R. § 155.260, “Privacy and Security of Personally Identifiable Information,”);
11. NIST Special Publication 800-53, “Security and Privacy Controls for Federal Information Systems and Organizations,” Revision 4 (NIST.SP.800-53r4), and;
12. All state of Minnesota [“Enterprise Information Security Policies and Standards.”](#)<sup>2</sup>

The parties further agree to comply with all other laws, statutes, regulations, rules, and standards, as amended or revised, applicable to the exchange, Use and Disclosure of data under the Contract.

- B. Statutory Amendments and Other Changes to Applicable Safeguards.** The Parties agree to take such action as is necessary to amend the Contract and this Attachment from time to time as is necessary to ensure, current, ongoing compliance with the requirements of the laws listed in this Section or in any other applicable law.

## 2.2 COUNTY Data Responsibilities

### A. Use Limitation.

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<sup>2</sup> See <https://mn.gov/mnit/government/policies/security/>



1. *Restrictions on Use and Disclosure of Protected Information.* Except as otherwise authorized in the Contract or this Attachment, COUNTY may only Use or Disclose Protected Information as minimally necessary to provide the services to STATE as described in the Contract and this Attachment, or as otherwise required by law, provided that such Use or Disclosure of Protected Information, if performed by STATE, would not violate the Contract, this Attachment, HIPAA, or state and federal statutes or regulations that apply to the Protected Information.
2. *Federal tax information.* To the extent that Protected Information Used under the Contract constitutes “federal tax information” (FTI), COUNTY shall ensure that this data only be Used as authorized under the Patient Protection and Affordable Care Act, the Internal Revenue Code, 26 U.S.C. § 6103(C), and IRS Publication I 075.

**B. Individual Privacy Rights.** COUNTY shall ensure Individuals are able to exercise their privacy rights regarding Protected Information, including but not limited to the following:

1. *Complaints.* COUNTY shall work cooperatively and proactively with STATE to resolve complaints received from an Individual; from an authorized representative; or from a state, federal, or other health oversight agency.
2. *Amendments to Protected Information Requested by Data Subject Generally.* Within three (3) business days, COUNTY must forward to STATE any request to make any amendment(s) to Protected Information in order for STATE to satisfy its obligations under Minn. Stat. § 13.04, “Rights of Subjects of Data,” subd. 4. If the request to amend Protected Information pertains to Protected Health Information, then COUNTY must also make any amendment(s) to Protected Health Information as directed or agreed to by STATE pursuant to 45 C.F.R. § 164.526, “Amendment of Protected Health Information,” or otherwise act as necessary to satisfy STATE or COUNTY’s obligations under 45 CF.R. § 164.526 (including, as applicable, Protected Health Information in a designated record set).

**C. Background Review and Reasonable Assurances of Agents.**

1. *Reasonable Assurances.* COUNTY represents that, before any Agent is allowed to Use or Disclose Protected Information, COUNTY has conducted and documented a background review of the Agent sufficient to provide COUNTY with reasonable assurances that the Agent will fully comply with the terms of the Contract, this Attachment and Applicable Safeguards.
2. **Documentation.** COUNTY shall make available documentation required by this Section upon request by STATE.

**D. Ongoing Responsibilities to Safeguard Protected Information.**

1. *Privacy and Security Safeguards.* COUNTY shall develop, maintain, and enforce policies, procedures, and administrative, technical, and physical safeguards that comply with the Applicable Safeguards to ensure the privacy and security of the Protected Information, and to prevent the Use or Disclosure of Protected Information, except as expressly permitted by the Contract and this Attachment.
2. **Electronic Protected Information.** COUNTY shall implement and maintain appropriate safeguards with respect to electronic Protected Information, and comply with Subpart C of 45 C.F.R. Part 164 (HIPAA Security Rule) with respect to to prevent the Use or Disclosure other than as provided for by the Contract or this Attachment.
3. *Monitoring Agents.* COUNTY shall ensure that any Agent to whom COUNTY Discloses Protected Information on behalf of STATE, or whom COUNTY employs or retains to create, receive, Use, store, Disclose, or transmit Protected Information on behalf of STATE, agrees in writing to the same restrictions and conditions that apply to COUNTY under the Contract and this Attachment with respect to such Protected Information, and in accordance with 45 C.F.R. §§ 164.502, "Use and Disclosure of Protected Health Information: General Rules," subpart (e)1)(ii) and 164.308, "Administrative Safeguards," subpart (b)(2).
4. **Encryption.** According to the state of Minnesota's "[Enterprise Information Security Policies and Standards](#),"<sup>3</sup> COUNTY must use encryption to store, transport, or transmit Protected Information and must not use unencrypted email to transmit Protected Information.
5. *Minimum Necessary Access to Protected Information.* COUNTY shall ensure that its Agents acquire, access, Use, and Disclose only the minimum necessary Protected Information needed to complete an authorized and legally permitted activity.
6. *Training and Oversight.* COUNTY shall ensure that Agents are properly trained and comply with all Applicable Safeguards and the terms of the Contract and this Attachment.

**E. Responding to Privacy Incidents, Security Incidents, and Breaches.** COUNTY will comply with this Section for all Protected Information shared under the Contract.

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<sup>3</sup> <https://mn.gov/mnit/government/policies/security/>

Additional obligations for specific kinds of Protected Information shared under the Contract are addressed in subsection 2.2(F), "Reporting Privacy Incidents, Security Incidents, and Breaches."

1. *Mitigation of harmful effects.* Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, COUNTY will mitigate, to the extent practicable, any harmful effect of the Privacy Incident, Security Incident, and/or Breach. Mitigation may include, but is not limited to, notifying and providing credit monitoring to affected Individuals.
2. *Investigation.* Upon discovery of any actual or suspected Privacy Incident, Security Incident, and/or Breach, COUNTY will investigate to (1) determine the root cause of the incident, (2) identify Individuals affected, (3) determine the specific Protected Information impacted, and (4) comply with notification and reporting provisions of the Contract, this Attachment, and applicable law.
3. *Corrective action.* Upon identifying the root cause of any Privacy Incident, Security Incident, and/or Breach, COUNTY will take corrective action to prevent, or reduce to the extent practicable, any possibility of recurrence. Corrective action may include, but is not limited to, patching information system security vulnerabilities, sanctioning Agents, and/or revising policies and procedures.
4. *Notification to Individuals and others; costs incurred.*
  - a. **Protected Information.** COUNTY will determine whether notice to data subjects and/or any other external parties regarding any Privacy Incident or Security Incident is required by law. If such notice is required, COUNTY will fulfill the STATE's and COUNTY's obligations under any applicable law requiring notification, including, but not limited to, Minn. Stat. §§ 13.05, "Duties of Responsible Authority," and 13.055, "Disclosure of Breach in Security."
  - b. **Protected Health Information.** If a Privacy Incident or Security Incident results in a Breach of Protected Health Information, as these terms are defined in this Attachment and under HIPAA, then COUNTY will provide notice to Individual data subjects under any applicable law requiring notification, including but not limited to providing notice as outlined in 45 C.F.R. § 164.404, "Notification to Individuals."
  - c. **Failure to notify.** If COUNTY fails to timely and appropriately notify Individual data subjects or other external parties under subparagraph (a), then COUNTY will reimburse STATE for any costs, fines, or penalties incurred as a result of COUNTY's failure to timely provide appropriate notification.
5. *Obligation to report to STATE.* Upon discovery of a Privacy Incident, Security

Incident, and/or Breach, COUNTY will report to STATE in writing as further specified in subsection 2.2(F).

- a. **Communication with authorized representative.** COUNTY will send any written reports to, and communicate and coordinate as necessary with, STATE's authorized representative or designee.
- b. **Cooperation of response.** COUNTY will cooperate with requests and instructions received from STATE regarding activities related to investigation, containment, mitigation, and eradication of conditions that led to, or resulted from, the Security Incident, Privacy Incident, and/or Breach, and all matters pertaining to reporting and notification of a Security Incident, Privacy Incident, and/or Breach.
- c. **Information to respond to inquiries about an investigation.** COUNTY will, as soon as possible, but not later than forty-eight (48) hours after a request from STATE, provide STATE with any reports or information requested by STATE related to an investigation of a Security Incident, Privacy Incident, and/or Breach.

6. *Documentation.* COUNTY will document actions taken under paragraphs 1 through 5 of this Section, and retain this documentation for a minimum of six (6) years from the date it discovered the Privacy Incident, Security Incident, and/or Breach or the time period required by Section H, whichever is longer. COUNTY shall provide such documentation to STATE upon request.

**F. Reporting Privacy Incidents, Security Incidents, and Breaches.** COUNTY will comply with the reporting obligations of this Section as they apply to the kind of Protected Information involved. COUNTY will also comply with Subsection 2.2(E), "Responding to Privacy Incidents, Security Incidents, and Breaches," above in responding to any Privacy Incident, Security Incident, and/or Breach.

1. *Protected Health Information.* COUNTY will report Privacy Incidents, Security Incidents, and/or Breaches involving Protected Health Information as follows:

- a. **Reporting Breaches to STATE.** COUNTY will report, in writing, any Breach involving Protected Health Information to STATE within five (5) calendar days of discovery, as defined in 45 C.F.R. § 164.410, "Notification by a Business Associate," subpart (a)(2), for all Breaches involving fewer than 500 Individuals, and immediately for all Breaches involving 500 or more Individuals. These reports shall include, at a minimum, the following information:
  - 1. Identity of each Individual whose unsecured Protected Health Information has been, or is reasonably believed by COUNTY, to have been accessed, acquired, Used, or Disclosed during the incident or Breach.
  - 2. Description of the compromised Protected Health Information.

3. Date of the Breach.
  4. Date of the Breach's discovery.
  5. Description of the steps taken to investigate the Breach, mitigate its impact, and prevent future Breaches.
  6. Sanctions imposed on COUNTY's Agents involved in the Breach.
  7. All other information that must be included in notification to the Individual under 45 C.F.R. § 164.404(c).
  8. Statement that COUNTY has notified, or will notify, impacted Individuals in accordance with 45 C.F.R. § 164.404 and, upon the completion of said notifications, provide through documentation of the recipients, date, content, and manner of the notifications.
- b. Reporting Breaches to external parties.** COUNTY shall timely report all Breaches involving Protected Health Information to the impacted Individuals (as specified in 45 C.F.R. § 164.404), the U.S. Department of Health and Human Services (as specified in 45 C.F.R § 164.408, "Notification to the Secretary"), and, for Breaches involving 501 or more Individuals, to the media (as specified in 45 C.F.R. § 164.406, "Notification to the Media"). As soon as possible and no later than 10 (ten) business days prior to any report to the media required by 45 C.F.R. § 164.406, COUNTY shall draft and provide to STATE for its review and approval all Breach-related reports or statements intended for the media.
- c. Reporting Security Incidents that do not result in a Breach to STATE.** COUNTY will report, in writing, all Security Incidents that do not result in a Breach, but involve systems maintaining Protected Health Information created, received, maintained, or transmitted by COUNTY or its Agents on behalf of STATE, to STATE on a monthly basis, in accordance with 45 C.F.R § 164.314, "Organizational Requirements."
- d. Reporting other violations to STATE.** COUNTY will report, in writing, any other Privacy Incident and/or violation of an Individual's privacy rights as it pertains to Protected Health Information to STATE within five (5) calendar days of discovery as defined in 45 C.F.R. § 164.410(a)(2). This includes, but is not limited to, any violation of Subpart E of 45 C.F.R. Part 164.
4. *Other Protected Information.* COUNTY will report all other Privacy Incidents, Security Incidents, and/or Breaches to STATE.
- a. Initial report.** COUNTY will report all other Privacy Incidents, Security Incidents, and/or Breaches to STATE, in writing, within five (5) calendar days of discovery. If COUNTY is unable to complete its investigation of, and response to, a Privacy Incident, Security Incident, and/or Breach within five (5) calendar days of discovery, then COUNTY will provide STATE with all information under subsections 2.2(E)(1)–(4), of this Attachment that are available to COUNTY at the time of the initial report, and provide updated reports as additional information becomes available.

- b. **Final report.** COUNTY will, upon completion of its investigation of and response to a Privacy Incident, Security Incident, and/or Breach, or upon STATE's request in accordance with subsection 2.2(E)(5) submit in writing a report to STATE documenting all actions taken under subsections 2.2(E)(1)–(4), of this Attachment.

**G. Designated Record Set—Protected Health Information.** If, on behalf of STATE, COUNTY maintains a complete or partial designated record set, as defined in 45 C.F.R. § 164.501, "Definitions," upon request by STATE, COUNTY shall, in a time and manner that complies with HIPAA or as otherwise directed by STATE:

1. Provide the means for an Individual to access, inspect, or receive copies of the Individual's Protected Health Information.
2. Provide the means for an Individual to make an amendment to the Individual's Protected Health Information.

**H. Access to Books and Records, Security Audits, and Remediation.** COUNTY shall conduct and submit to audits and necessary remediation as required by this Section to ensure compliance with all Applicable Safeguards and the terms of the Contract and this Attachment.

1. COUNTY represents that it has audited and will continue to regularly audit the security of the systems and processes used to provide services under the Contract and this Attachment, including, as applicable, all data centers and cloud computing or hosting services under contract with COUNTY. COUNTY will conduct such audits in a manner sufficient to ensure compliance with the security standards referenced in this Attachment.
2. This security audit required above will be documented in a written audit report which will, to the extent permitted by applicable law, be deemed confidential security information and not public data under the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, "General Nonpublic Data," subd. 1(a) and 2(a).
3. COUNTY agrees to make its internal practices, books, audits, and records related to its obligations under the Contract and this Attachment available to STATE or a STATE designee upon STATE's request for purposes of conducting a financial or security audit, investigation, or assessment, or to determine COUNTY's or STATE's compliance with Applicable Safeguards, the terms of this Attachment and accounting standards. For purposes of this provision, other authorized government officials includes, but is not limited to, the Secretary of the United States Department of Health and Human Services.

4. COUNTY will make and document best efforts to remediate any control deficiencies identified during the course of its own audit(s), or upon request by STATE or other authorized government official(s), in a commercially reasonable timeframe.

- I. Documentation Required.** Any documentation required by this Attachment, or by applicable laws, standards, or policies, of activities including the fulfillment of requirements by COUNTY, or of other matters pertinent to the execution of the Contract, must be securely maintained and retained by COUNTY for a period of six years from the date of expiration or termination of the Contract, or longer if required by applicable law, after which the documentation must be disposed of consistent with subsection 2.6 of this Attachment.

COUNTY shall document Disclosures of Protected Health Information made by COUNTY that are subject to the accounting of disclosure requirement described in 45 C.R.F. 164.528, "Accounting of Disclosures of Protected Health Information," and shall provide to STATE such documentation in a time and manner designated by STATE at the time of the request.

- J. Requests for Disclosure of Protected Information.** If COUNTY or one of its Agents receives a request to Disclose Protected Information, COUNTY shall inform STATE of the request and coordinate the appropriate response with STATE. If COUNTY Discloses Protected Information after coordination of a response with STATE, it shall document the authority used to authorize the Disclosure, the information Disclosed, the name of the receiving party, and the date of Disclosure. All such documentation shall be maintained for the term of the Contract or six years after the date of the Disclosure, whichever is later, and shall be produced upon demand by STATE.
- K. Conflicting Provisions.** COUNTY shall comply with all applicable provisions of HIPAA and with the Contract and this Attachment. To extent that the parties determine, following consultation, that the terms of this Attachment are less stringent than the Applicable Safeguards, COUNTY must comply with the Applicable Safeguards. In the event of any conflict in the requirements of the Applicable Safeguards, COUNTY must comply with the most stringent Applicable Safeguard.
- L. Data Availability.** COUNTY, or any entity with legal control of any Protected Information provided by STATE, shall make any and all Protected Information under the Contract and this Attachment available to STATE upon request within a reasonable time as is necessary for STATE to comply with applicable law.

### 2.3 Data Security.

- A. STATE Information Management System Access.** If STATE grants COUNTY access to Protected Information maintained in a STATE information management system (including a STATE “legacy” system) or in any other STATE application, computer, or storage device of any kind, then COUNTY agrees to comply with any additional system- or application-specific requirements as directed by STATE.
- B. Electronic Transmission.** The parties agree to encrypt electronically transmitted Protected Information in a manner that complies with NIST Special Publications 800-52, “Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations”; 800-77, “Guide to IPsec VPNs”; 800-113, “Guide to SSL VPNs,” or other methods validated under Federal Information Processing Standards (FIPS) 140-2, “Security Requirements for Cryptographic Modules.” As part of its compliance with the NIST publications, and the State of Minnesota’s “Enterprise Information Security Policies and Standards,” DATA SHARING PARTNER must use encryption to store, transport, or transmit any Protected Information. DATA SHARING PARTNER must not use unencrypted email to send any Protected Information to anyone, including STATE.
- C. Portable Media and Devices.** The parties agree to encrypt Protected Information written to or stored on portable electronic media or computing devices in a manner that complies with NIST SP 800-111, “Guide to Storage Encryption Technologies for End User Devices.”

## 2.4 COUNTY Permitted Uses and Responsibilities.

- A. Management and Administration.** Except as otherwise limited in the Contract or this Attachment, COUNTY may:

  - 1. Use Protected Health Information for the proper management and administration of COUNTY or to carry out the legal responsibilities of COUNTY.
  - 2. **Disclose Protected Health Information for the proper management and administration of COUNTY**, provided that:

    - a. The Disclosure is required by law; or
    - b. The Disclosure is required to perform the services provided to or on behalf of STATE or the Disclosure is otherwise authorized by STATE, and COUNTY:

      - i. Obtains reasonable assurances from the entity to whom the Protected Health Information will be Disclosed that the Protected Health Information will remain confidential and Used or further Disclosed only as required by law or for the purposes for which it was Disclosed to the



entity; and

- ii. Requires the entity to whom Protected Health Information is Disclosed to notify COUNTY of any instances of which it is aware in which the confidentiality of Protected Health Information has been Breached or otherwise compromised.

- B. Notice of Privacy Practices.** If COUNTY's duties and responsibilities require it, on behalf of STATE, to obtain individually identifiable health information from Individual(s), then COUNTY shall, before obtaining the information, confer with STATE to ensure that any required Notice of Privacy Practices includes the appropriate terms and provisions.
- C. De-identify Protected Health Information.** COUNTY may use Protected Health Information to create de-identified Protected Health Information provided that COUNTY complies with the de-identification methods specified in 45 C.F.R. § 164.514, "Other Requirements Relating to Uses and Disclosures of Protected Health Information." De-identified Protected Health Information remains the sole property of STATE and can only be Used or Disclosed by COUNTY on behalf of STATE and pursuant to the Contract or by prior written approval of STATE.
- D. Aggregate Protected Health Information.** COUNTY may use Protected Health Information to perform data aggregation services for STATE, and any such aggregated data remains the sole property of STATE. The COUNTY must have the written approval of STATE prior to using Protected Health Information to perform data analysis or aggregation for parties other than STATE.

## 2.5 STATE Data Responsibilities

- A. STATE shall Disclose Protected Information to COUNTY only as authorized by law to COUNTY.
- B. STATE shall obtain any consents or authorizations that may be necessary for it to Disclose Protected Information with COUNTY.
- C. STATE shall notify COUNTY of any limitations that apply to STATE's Use and Disclosure of Protected Information—including any restrictions on certain Disclosures of Protected Health Information requested under 45 C.F.R. § 164.522, "Rights to Request Privacy Protection for Protected Health Information," subpart (a), to which STATE has agreed and that would also limit the Use or Disclosure of Protected Information by COUNTY.
- D. STATE shall refrain from requesting COUNTY to Use or Disclose Protected Information in

a manner that would violate applicable law or would be impermissible if the Use or Disclosure were performed by STATE.

**2.6 Obligations of COUNTY Upon Expiration or Cancellation of the Contract.** Upon expiration or termination of the Contract for any reason:

- A. In compliance with the procedures found in the Applicable Safeguards listed in subsection 2.1.A, or as otherwise required by applicable industry standards, or directed by STATE, COUNTY shall immediately destroy or sanitize (permanently de-identify without the possibility of re-identification), or return in a secure manner to STATE all Protected Information that it still maintains.
- B. COUNTY shall ensure and document that the same action is taken for all Protected Information shared by STATE that may be in the possession of its Agents. COUNTY and its Agents shall not retain copies of any Protected Information.
- C. In the event that COUNTY determines that returning or destroying the Protected Information is not feasible or would interfere with its ability to carry out its legal responsibilities, maintain appropriate safeguards, and/or comply with Subpart C of 45 C.F.R. Part 164, it shall notify STATE of the specific laws, rules, policies, or other circumstances that make return or destruction not feasible or otherwise inadvisable. Upon mutual agreement of the Parties that return or destruction of Protected Information is not feasible or otherwise inadvisable, COUNTY will continue to extend the protections of the Contract and this Attachment to the Protected Information and take all measures possible to limit further Uses and Disclosures of the Protected Information for so long as it is maintained by COUNTY or its Agents.
- D. COUNTY shall document and verify in a written report to STATE the disposition of Protected Information. The report shall include at a minimum the following information:
  - 1. A description of all Protected Information that has been sanitized or destroyed, whether performed internally or by a service provider;
  - 2. The method by which, and the date when, the Protected Data were destroyed, sanitized, or securely returned to STATE; and
  - 3. The identity of organization name (if different than COUNTY), and name, address, and phone number, and signature of Individual, that performed the activities required by this Section.
- E. Documentation required by this Section shall be made available upon demand by STATE.
- F. Any costs incurred by COUNTY in fulfilling its obligations under this Section will be the sole responsibility of COUNTY.

**3. INSURANCE REQUIREMENTS**

**3.1 Network Security and Privacy Liability Insurance.** COUNTY shall, at all times during the term of the Contract, keep in force a network security and privacy liability insurance policy. The coverage may be endorsed on another form of liability coverage or written on a standalone policy.

COUNTY shall maintain insurance to cover claims which may arise from failure of COUNTY's security or privacy practices resulting in, but not limited to, computer attacks, unauthorized access, Disclosure of not public data including but not limited to confidential or private information or Protected Health Information, transmission of a computer virus, or denial of service.

**4. INTERPRETATION**

4.1 Any ambiguity in this Agreement shall be interpreted to permit compliance with all Applicable Safeguards.

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



**REQUEST FOR BOARD ACTION**

|                              |   |                     |  |
|------------------------------|---|---------------------|--|
| <b>Requested Board Date:</b> | October 20, 2020  | <b>Staff Lead:</b>  | Brooke Hawkenson   |
| <b>Consent Agenda:</b>       | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No                        | <b>Attachments:</b> | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |
| <b>Action Requested:</b>     | Approval of WIC (Women, Infants, and Children) and WIC Peer Breastfeeding Contract Amendments |                     |  |

**BACKGROUND:**

WIC (Women, Infants, and Children) is a supplement food program aimed at providing nutrition education and healthy food options. The program is for infants, children up to age 5, and women who are pregnant, breastfeeding, or recently delivered a baby. WIC participants must meet income guidelines or must be enrolled in other county assistance programs such as MA or SNAP.

Since the start of COVID-19 our services are no longer in person. All appointments are conducted by phone and will continue by phone as long as waivers of this requirement are in place. Currently that is 30 days past when the Public Health Emergency Declaration ends on January 31<sup>st</sup>, 2020. Due to COVID-19 MDH has decided to allow a one-year extension to WIC grantees and our Peer Breastfeeding program. This will extend both grant agreements until December 31, 2021.

**RECOMMENDATION:**

HHS recommends approval of the WIC and Peer Breastfeeding grant amendments.

## Minnesota Department of Health Grant Award Amendment Cover Sheet

You have received a grant award from the Minnesota Department of Health (MDH). Information about the grant award, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

**ATTACHMENT:** Amendment

**CONTACT FOR MDH:** Kate Franken, WIC Director, 651-201-4403, [kate.franken@state.mn.us](mailto:kate.franken@state.mn.us)

| Grantee SWIFT Information   | Grant Agreement Information  | Funding Information  |
|---|--|--|
| <b>Name of MDH Grantee:</b><br>Goodhue County Health and Human Services                     | <b>Grant Agreement/Project Agreement Number:</b> 150652  | <b>Total Grant Funds (all funding sources):</b><br><i>Refer to your most recent funding letter for your agency's current award amount.</i> |
| <b>Grantee SWIFT Vendor Number:</b><br>0000197327<br><b>SWIFT Vendor Location Code:</b> 001 | <b>Period of Performance Start Date:</b><br>January 1, 2016<br><b>Period of Performance End Date:</b><br>December 31, 2021 | <b>Total Federal Grant Funds:</b><br><i>Refer to your most recent funding letter for your agency's current award amount.</i>               |

### Notice to Grantee about Federal Funds

This amendment pertains to your sub-award of federal financial assistance from MDH. Information about the award is being shared with you per 2 CFR 200.331. Please keep a copy of this cover sheet with the amendment.

|   |  |
|---|--|
| Grantee Data Universal Numbering System (DUNS) Name and Number            | <b>DUNS Name:</b> Goodhue, County of<br><b>DUNS Number:</b> 051690642  |
| Grantee's Approved Indirect Cost Rate for the Grant                       | Up to 10%  |
| Is The Award for Research and Development?                                | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No   |
| Project Description   | Minnesota is authorized to enter into contractual agreement for the administration of the WIC PEER Breastfeeding Support Program as part of the Minnesota Special Supplemental Nutrition Program Women, Infants and Children grant; and the Food Nutrition Services of the U.S. Department of Agriculture. |
| Name of Federal Awarding Agency   | Food and Nutrition Services of the U.S. Department of Agriculture  |
| CFDA Name and Number<br>(Catalog of Federal Domestic Assistance)          | <b>CFDA Name:</b> Child Nutrition Act of 1966<br><b>CFDA Number:</b> 10.557  |
| Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number | 192MN004W5003  |
| Federal Award Date<br>(Date MDH received federal grant)                   | 10/01/2018 – 09/30/2021  |
| Total Amount of Federal Award Received by MDH                             | \$898,260  |

## Minnesota Department of Health Community Health Board Grant Project Agreement Amendment

|  |                   |   |    |
|--|-------------------|---|----|
| Grant Project Agreement Start Date:                | January 1, 2016   | Current Project Amendment Amount                | NA |
| Original Grant Project Agreement Expiration Date:  | December 31, 2020 | Original Grant Project Agreement Amount:        | NA |
| Current Grant Project Agreement Expiration Date:   | December 31, 2020 | Previous Project Amendment(s) Total:            | NA |
| Requested Grant Project Agreement Expiration Date: | December 31, 2021 | Requested Total Grant Project Agreement Amount: | NA |

This Grant Project Agreement Amendment is between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Health (hereinafter “State”) and **Goodhue County Health and Human Services, 426 West Avenue, Red Wing, MN 55066** (hereinafter “Grantee”).

### Recitals

1. The State has a grant project agreement with the Grantee identified as **150652** (“Original Grant Project Agreement”) The Grantee is to perform all LOCAL AGENCY duties and administer a WIC PEER Breastfeeding Program within its designated service area or population in an efficient and effective manner and in compliance with: the most recent edition of the Minnesota WIC Program Operations Manual (hereinafter MOM); Minnesota Rules Chapter 4617; 7 C.F.R. Parts 15, 15a, 15b, 246 and 3015 to 3019; 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and USDA guidelines and instructions. Peer breastfeeding support programs (PBSP) were initiated to supplement prenatal and postpartum breastfeeding support available to all WIC participants. Peer counselors are mothers with personal experience breastfeeding their own infants. Peer counselors are recruited from the communities they serve and often speak the same language. They have similar life circumstances and experiences as their clients. Peers connect mother-to-mother with their clients and are a trusted source of information and support. Peer support services provide additional support for pregnant and breastfeeding WIC participants with the goal of increasing breastfeeding initiation, exclusivity and duration.
  
2. The Minnesota WIC Program has placed the RFP process for the new WIC and Peer grant cycle on hold until next year due to events surrounding COVID-19. We requested and received approval from the MDH Office of Grants Management for a one-year extension of the current grant agreements that will now continue until 12/31/2021.  
  
 Next year the Minnesota WIC Program will resume the RFP procurement process for new WIC and Peer grant agreements with the new grant cycle implementation to go into effect January 1, 2022 through December 31, 2026.
  
3. The State and the Grantee are willing to amend the Original Grant Project Agreement as stated below.

### Grant Agreement Amendment

Amended or deleted grant project agreement terms will be ~~struck out~~, and the added grant project agreement terms will be underlined.

**REVISION 1. Clause 2. "Term of Agreement" is amended as follows:****2. Term of Agreement.**

**2.1 Effective date** January 1, 2016, or the date the State obtains all required signatures under Minnesota Statutes section 16C.05, subdivision 2, whichever is later. **The Grantee must not begin work until this contract is fully executed and the State's Authorized Representative has notified the Grantee that work may commence.**

**2.2 Expiration date** December 31, ~~2020~~ 2021, or until all obligations have been fulfilled to the satisfaction of the State, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this sentence.

**REVISION 2. Clause 3 (B). "Grantee's Duties and Responsibilities" is amended as follows:**

**B.** The GRANTEE'S Application for the Administration of a Local WIC PBS Program, January 1, 2016 to December 31, ~~2020~~ 2021 ("GRANTEE'S Application"), as may be amended by written agreement between the parties, is hereby made a part of this grant project agreement, and includes GRANTEE'S designed service area or population. In case of conflict between this grant project agreement and the GRANTEE'S Application, this project agreement shall govern.

**REVISION 3. Clause 7.(7.1). "Authorized Representatives" is amended as follows:**

**7.1 State's Authorized Representative** The State's Authorized Representative for purposes of administering this grant project agreement is ~~Betsy Clarke~~, Kate Franken, WIC Program Director, Minnesota Department of Health, 85 East 7<sup>th</sup> Place, PO Box 64882, St. Paul, MN 55164-0882, phone 651-201-4403 or her successor, and has the responsibility to monitor the GRANTEE'S performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the STATE'S Authorized Representative will certify acceptance on each invoice submitted for payment.

**REVISION 4. Clause 8.(8.4). "Termination" is amended as follows:**

**8.4** Should the State or Grantee terminate the WIC Project Agreement prior to December 31, ~~2020~~ 2021, this grant project agreement shall also be terminated.

Except as amended herein, the terms and conditions of the Original Grant Project Agreement and all previous amendments remain in full force and effect. The Original Grant Project Agreement, and all previous amendments, are incorporated by reference into this amendment.

**APPROVED:**

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: \_\_\_\_\_

Date: September 3, 2020

SWIFT Contract/PO No(s): 150652/3-69772

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant project agreement amendment on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. MINNESOTA DEPARTMENT OF HEALTH**

By: \_\_\_\_\_ (with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Distribution:*

- MDH – Original (fully executed) Grant Project Agreement Amendment
- Grantee
- State’s Authorized Representative



## Minnesota Department of Health Grant Award Amendment Cover Sheet

You have received a grant award from the Minnesota Department of Health (MDH). Information about the grant award, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this cover sheet.

**ATTACHMENT:** Amendment

**CONTACT FOR MDH:** Kate Franken, WIC Director, 651-201-4403, [kate.franken@state.mn.us](mailto:kate.franken@state.mn.us)

| Grantee SWIFT Information   | Grant Agreement Information  | Funding Information   |
|---|--|---|
| <b>Name of MDH Grantee:</b><br>Goodhue County Health and Human Services                     | <b>Grant Agreement/Project Agreement Number:</b> 150371  | <b>Total Grant Funds (all funding sources):</b><br>Refer to your most recent funding letter for your agency's current award amount. |
| <b>Grantee SWIFT Vendor Number:</b><br>0000197327<br><b>SWIFT Vendor Location Code:</b> 001 | <b>Period of Performance Start Date:</b><br>January 1, 2016<br><b>Period of Performance End Date:</b><br>December 31, 2021 | <b>Total Federal Grant Funds:</b><br>Refer to your most recent funding letter for your agency's current award amount.               |

### Notice to Grantee about Federal Funds

This amendment pertains to your sub-award of federal financial assistance from MDH. Information about the award is being shared with you per 2 CFR 200.331. Please keep a copy of this cover sheet with the amendment.

|   |   |
|---|---|
| Grantee Data Universal Numbering System (DUNS) Name and Number            | <b>DUNS Name:</b> Goodhue, County of<br><b>DUNS Number:</b> 051690642   |
| Grantee's Approved Indirect Cost Rate for the Grant                       | Up to 10%   |
| Is The Award for Research and Development?                                | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No  |
| Project Description   | Minnesota is authorized to enter into contractual agreements for the administration of the Minnesota Special Supplemental Nutrition Program for Women, Infants and Children, and the Food Nutrition Service of the U.S. Department of Agriculture |
| Name of Federal Awarding Agency   | Title 7, Part 246 of the Child Nutrition Act of 1966  |
| CFDA Name and Number<br>(Catalog of Federal Domestic Assistance)          | <b>CFDA Name:</b> Child Nutrition Act of 1966<br><b>CFDA Number:</b> 10.557   |
| Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number | 202MN004W1003   |
| Federal Award Date<br>(Date MDH received federal grant)                   | 10/1/19-09/30/20  |
| Total Amount of Federal Award Received by MDH                             | \$32,726,578  |

## Minnesota Department of Health Community Health Board Grant Project Agreement Amendment

|  |                   |   |    |
|--|-------------------|---|----|
| Grant Project Agreement Start Date:                | January 1, 2016   | Current Project Amendment Amount                | NA |
| Original Grant Project Agreement Expiration Date:  | December 31, 2020 | Original Grant Project Agreement Amount:        | NA |
| Current Grant Project Agreement Expiration Date:   | December 31, 2020 | Previous Project Amendment(s) Total:            | NA |
| Requested Grant Project Agreement Expiration Date: | December 31, 2021 | Requested Total Grant Project Agreement Amount: | NA |

This Grant Project Agreement Amendment is between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Health (hereinafter “State”) and **Goodhue County Health and Human Services, 426 West Avenue, Red Wing, MN 55066** (hereinafter “Grantee”).

### Recitals

1. The State has a grant project agreement with the Grantee identified as **150371** (“Original Grant Project Agreement”) the Grantee is to perform all LOCAL AGENCY duties and administer a WIC Program within its designated service area or population in an efficient and effective manner and in compliance with: the most recent edition of the Minnesota WIC Program Operations Manual (hereinafter MOM); Minnesota Rules Chapter 4617; 7 C.F.R. Parts 15, 15a, 15b, 246 and 3015 to 3019; 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and USDA guidelines and instructions.
2. The Minnesota WIC Program has placed the RFP process for the new WIC and Peer grant cycle on hold until next year due to events surrounding COVID-19. We requested and received approval from the MDH Office of Grants Management for a one-year extension of the current grant agreements that will now continue until 12/31/2021.
3. The State and the Grantee are willing to amend the Original Grant Project Agreement as stated below.

### Grant Agreement Amendment

Amended or deleted grant project agreement terms will be struck out, and the added grant project agreement terms will be underlined.

**REVISION 1. Clause 2. “Term of Agreement” is amended as follows:**

#### **2. Term of Agreement**

2.1 *Effective date.* This grant project agreement shall be effective on January 1, 2016, **or the date the STATE obtains all required signatures under Minnesota Statutes 16B.98. Subd. 5(a), whichever is later. The GRANTEE must not begin work until this contract is fully executed and the State’s Authorized Representative has notified the GRANTEE that work may commence.**

2.2 *Expiration date.* December 31, ~~2020~~2021, or until all obligations have been fulfilled to the satisfaction of the STATE, whichever occurs first, except for the requirements specified in this grant project agreement with completion dates which extend beyond the termination date specified in this sentence.

**REVISION 2. Clause 3 (A). “Grantee’s Duties and Responsibilities” is amended as follows:****3. Grantee’s Duties and Responsibilities.**

- A. Perform all LOCAL AGENCY duties and administer a WIC Program within its designated service area or population in an efficient and effective manner and in compliance with; the most recent edition of the Minnesota WIC Program Operation Manual (hereinafter MOM); Minnesota Rules Chapter 4617; 7 C.F.R. Parts 15, 15a, 15b, 246 and 3015 to 3019; 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and USDA guidelines and instructions.

The GRANTEE’S Application for the Administration of a Local WIC Project, January 1, 2016 to December 31, ~~2020~~ 2021 (“GRANTEE’S Application”), as may be amended by written agreement between the parties, is hereby made a part of this project agreement, and includes GRANTEE’S designated service area or population. In case of conflict between this project agreement and the GRANTEE’S Application, this project agreement shall govern.

**REVISION 3. Clause 7. (7.1). “Authorized Representatives” is amended as follows:****7. Authorized Representatives.**

7.1 STATE’s *Authorized Representative*. The STATE’s Authorized Representative for purposes of administering this grant project agreement is ~~Betsy Clarke~~ Kate Franken, WIC Program Director, Minnesota Department of Health, 85 East 7<sup>th</sup> Place, PO Box 64882, St. Paul, MN 55164-0882, phone 651-201-4403, or her successor, and has the responsibility to monitor the GRANTEE’S performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the STATE’S Authorized Representative will certify acceptance on each invoice submitted for payment.

**REVISION 4. Clause 8. (8.4). “Termination” is amended as follows:****8. Termination.**

8.4 Should this project agreement be completed or expire, terminate, or be cancelled on or before December 31, ~~2020~~ 2021 and in the absence of the STATE and GRANTEE entering into a subsequent grant project agreement under which GRANTEE will immediately continue to administer the WIC Program, the GRANTEE shall, within forty-five (45) days of the effective date of termination or cancellation:

1. Shall liquidate all unpaid obligations related to the WIC Program incurred prior to the end of the project agreement and shall submit a detailed accounting of these cumulative expenditures to the STATE
2. Refund to the STATE all remaining unexpended monies received from the STATE under this project agreement; and
3. Remit to the STATE all equipment, medical supplies, computer equipment, computer software, furniture, and furnishings purchased and/or utilized by the GRANTEE in the performance of its obligations under this project agreement and related to and funded in part or whole by the STATE.

Except as amended herein, the terms and conditions of the Original Grant Project Agreement and all previous amendments remain in full force and effect. The Original Grant Project Agreement, and all previous amendments, are incorporated by reference into this amendment.

**APPROVED:**

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: \_\_\_\_\_

Date: September 11, 2020

SWIFT Contract/PO No(s). 150371/3-67346

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant project agreement amendment on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**3. MINNESOTA DEPARTMENT OF HEALTH**

By: \_\_\_\_\_ (with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Distribution:*

- MDH – Original (fully executed) Grant Project Agreement Amendment
- Grantee
- State’s Authorized Representative

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



**REQUEST FOR BOARD ACTION**

|                              |   |                     |  |
|------------------------------|---|---------------------|--|
| <b>Requested Board Date:</b> | October 20, 2020  | <b>Staff Lead:</b>  | Kathy Rolfer   |
| <b>Consent Agenda:</b>       | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No  | <b>Attachments:</b> | <input checked="" type="checkbox"/> Yes<br><input type="checkbox"/> No |
| <b>Action Requested:</b>     | Approve Regional Contract for Additional Employment and Training Services for Supplemental Nutrition Assistance Program (SNAP) Customers. |                     |  |

**BACKGROUND:**

The Department of Human Services has continued to offer some additional employment and training funding for SNAP customers. Each county grant amounts are small so it has made sense for counties that wish to seek these funds to come together and contract with the state and regional employment and training service provider – Workforce Development Inc.

This is now our fifth year collaborating for this additional funding. Wabasha County has agreed to continue to act as the fiscal agent.

The Workforce Development Inc. will utilize the available funds of \$10,934 10-01-2020 through 9-30-2021 designated for direct program expenses and \$964.80 designated for support services for the four counties.

**RECOMMENDATION:** HHS department recommends approval of the above.

AGREEMENT FOR PROVISION OF  
SUPPLEMENTAL NUTRITIONAL ASSISTANCE PROGRAM (SNAP)

The Wabasha County Board of Commissioners through its designated agency, the Wabasha County Department of Human Services, 625 Jefferson Avenue, Wabasha, MN 55981-1589 (651) 565-3351, acting as Fiscal Agent for the counties of Goodhue, Houston, Mower and Wabasha or any successor organization developed with at least one of the participating counties hereinafter referred to as the "Counties" and the Workforce Development, Inc., 2070 College View Road E., Rochester, MN 55901 (507) 292-5166, hereinafter referred to as the "Contractor" enter into this agreement for the period of October 1, 2020 through September 30, 2021.

WITNESSETH

WHEREAS, M.S. 256D.051 requires counties to provide a SNAP Program to eligible persons and allows counties to subcontract for duties under subd.2 of M.S. 256D.051, and

WHEREAS, the Job Training Program, under WIA, administered by the Workforce Development, Inc. is knowledgeable regarding M.S. 256S.051 and of the methods and techniques involved in providing the services in M.S. 256D.051;

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Counties and Contractor agree as follows;

Available Funds \$10,934 10-01-2020 through 09-30-2021 designated for direct program expenses; \$964.80 (7.5% admin) and \$1174 designated for support services for the four counties.

I. Services to be Provided

- A. SNAP Orientation
- B. Employability assessment and development plan
- C. Job search classes
- D. Referrals to available employment assistance programs/agencies

II. Delivery

The Contractor agrees to the following:

- A. The SNAP Program services will be made available at the Workforce Development, Inc. office locations in each county.
- B. The services available for regular WIOA participants may be available for SNAP participants, depending on the funding.
- C. WDI is a registered SNAP Employment and Training provider for SE MN with funding for SNAP 100% and SNAP 50/50. Referrals for SNAP

Employment and Training may be eligible for additional program services depending on their needs and available funding. Through the career planning process, WDI staff will determine the best program fit and encourage co-enrollment to provide additional services to benefit the customer.

- D. The program will be a minimum of 20 hours per week and a maximum of 32 hours per week for period of eligibility.
- E. Upon referral of a SNAP registrant, the Contractor will provide an orientation to the SNAP Program and notify the Counties of attendance.
- F. An employment plan with all the required SNAP activities and individual responsibilities will be prepared by the Contractor and submitted to the participant each month. This employment plan will prescribe the necessary activities to be undertaken during the month by the participant in order to continue receiving monthly SNAP benefits. A copy will be sent to the Counties.
- G. The Contractor agrees that to protect itself, as well as the Counties, under the indemnity agreement, it will at all times have and keep in force a professional liability insurance policy with limits of \$1,000,000.00.
- H. To facilitate interagency cooperation, the Counties and Contractor shall be considered adjunct agencies for the purpose of meeting the training requirements of the SNAP Program. Participant referral information and related contracts to provide training services and participation information shall be communicated between program related personnel involved with this program. Program participants will be apprised of the service agreement between the Counties and Contractor.

### III. County's Responsibilities

- A. Refer all persons eligible for the SNAP program to the Workforce Development, Inc. by completing a WF1 referral. The program is in a voluntary status. Referrals will be made noting the participants opportunity for employment services at no cost to the participant.
- B. The Counties will reimburse the Contractor for invoiced costs at the following rate: \$400.00 per SNAP enrollment for staff services, including orientation, assessment, preparation of an Employment Plan, individualized counseling, Job Search instruction, and vocational assessment, referrals to other agencies, job referrals and direct marketing contracts with employers. Actual costs for services will be billed each month up to \$10,934 direct program, \$964.80 administration, and \$1,174 support funds for this program year. This includes the time spent sending

notices to the participants and the Counties, in addition to tracking the participants' compliance.

- C. Complete any state mandated Information System forms or reports for SNAP registrants at time of registration.
- D. Inform Contractor prior to referring any participant who is unable to communicate in the English language. The Contractor will then arrange for an interpreter.

IV. Contractor Responsibility

- A. The Contractor agrees that during the existence of this agreement that it will indemnify and hold harmless the Counties from any and all liability which may be claimed against the Contractor (1) by reason of any reimbursable cost resulting from an eligible client suffering injury, death, or property loss while participating in services from the Contractor or while being transported to/from said premises in any vehicle owned, operated, chartered, or otherwise contracted for by the Contractor or (2) by reason of any said client causing injury/damage to another person or property during any time when the Contractor has undertaken or is furnishing the service called for under this agreement.
- B. The Contractor agrees to comply with the Civil Rights Act of 1964 (Titles VI and VII); Rehabilitation Act of 1973 (Section 504); and Minnesota Human Rights Act (Chapter 363).

V. Financial Arrangements and Reporting Procedures

- A. The Contractor agrees to furnish the following reports to the Counties:
  - 1. Verification that the participant kept their initial appointment as scheduled.
  - 2. A copy of the employment plan.
  - 3. Monthly communication with the Counties verifying each participant's program participation.
  - 4. Any Management Information Systems forms or subsequent reports for SNAP required by the Counties.



VI. Other Conditions of the Contract

- A. The Contractor shall allow personnel of the Counties, Minnesota Department of Human Services, and the Minnesota Department of Employment and Economic Development, access to the Contractor's records at reasonable hours in order to exercise their responsibility to monitor the services and audit the financial records.
- B. Audit and Records Disclosure:  
  
The Contractor agrees to maintain records at 2070 College View Road E., Rochester, MN 55901 for a period of six years to allow persons from the Minnesota Department of Human Services and the Minnesota Department of Employment and Economic Development, or their designees, access to records at reasonable times for audit purposes.
- C. The use or disclosure, by a party, of information concerning a client in violation of the Data Privacy Act or for any purpose not directly connected with the administration of the County's or Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client his/her responsible parent or guardian.
- D. This contract may be cancelled by either party, upon 30 days notice, in writing, delivered by mail, or in person.
- E. Alteration to or waivers of provisions of this contract shall be valid only if they are in writing and duly signed by both parties.
- F. In the event there is a revision of state regulations which might affect this agreement, all parties will review the contract and renegotiate those provisions necessary to bring it into compliance with the new regulations.
- G. Subcontractors are subject to all requirements outlined in this agreement.
- H. The Counties agrees to provide for a Fair Hearing and Grievance Procedure in conformance with Minnesota Statutes, Sections 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

VII. Non-Discrimination Statement: The CONTRACTOR will comply with:

- A. Title VI of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits

discrimination on the grounds of race, color, or national origin, and applies to any program or activity receiving federal financial aid.

- B. Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, which generally prohibits discrimination because of race, color, religion, sex, or national origin and applies to all employers, including State and local governments, public and private employment agencies and labor organizations. Any employment and training program sponsor or contractor, which falls within one of these definitions, would, of course, be covered by Title VII.
- C. The Rehabilitation Act of 1973, as amended, which generally prohibits discrimination on the basis of handicap in all federally funded programs.
- D. The Age Discrimination in Employment Act of 1967, as amended which generally prohibits discrimination on the basis of age against persons 40 years of age and over.
- E. The Equal Pay Act of 1963 amended the Fair Labor Standards Act and which generally provides that an employer may not discriminate on the basis of sex by paying employees of different sexes differently for doing the same work.
- F. Title IX of the Education Amendments of 1972, as amended, generally provides that no person shall, on the basis of sex, be excluded from participation, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, intercollegiate, club or intramural athletics offered and no recipient shall provide any such athletics separately on such basis.
- G. The Age Discrimination Act of 1975, as amended, prohibits unreasonable discrimination on the basis of age in programs or activities receiving federal financial assistance.
- H. The Americans with Disabilities Act of 1990 (P.L.101-336), as amended, which prohibits discrimination based on disabilities in the areas of employment, public services, transportation, public accommodations and telecommunications.

IX Affirmative Action: The Contractor certifies that it has received a Certificate of Compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073.

- A. The Contractor agrees to comply with the requirements the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (Public Law 91-646), which provides for fair and equitable treatment of persons displaced as a result of federal or federally assisted programs.

- B. The Contractor agrees that program participants shall not be employed in the construction, operation or maintenance of that part of any facility, which is used for religious instructions or worship.
- C. The Contractor agrees to comply with the provisions of Chapter 15, Title 5 of the United States Code with regard to political activity.
- D. The Contractor further understands and agrees that it shall be bound by the Minnesota Government Data Practices Act (Minnesota Statutes 13.03-13.04) with respect to "data on individuals", (as defined in 13.02, subd. 5 of that statute) which it collects, receives, stores, uses, creates or disseminates pursuant to this agreement. The Contractor provides assurances to the Counties that it will comply with Health Information Portability and Accountability Act (HIPPA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that all IIHI be: appropriately safeguarded; any misuse of IIHI will be reported to the Counties; secure satisfactory assurances from any subcontractor; grant individuals access and ability to amend their IIHI; make available an accounting of disclosures; release applicable records to the Department of Human Services if requested; and upon termination, return or destroy all IIHI in accordance with conventional record destruction practices.
- E. The Contractor agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties related to the subject matter hereof, as well as any previous agreements presently in effect between the Counties and the Contractor.

IN WITNESS WHEREOF, The Counties and Contractor have executed this contract as of the day and year first above mentioned:

FOR  
WABASHA CO.  
BOARD OF COMMISSIONERS

By \_\_\_\_\_  
Board Chair

By \_\_\_\_\_  
Director

Date \_\_\_\_\_

By \_\_\_\_\_  
County Attorney

Date \_\_\_\_\_

FOR THE CONTRACTOR  
Workforce Development, Inc.

  
\_\_\_\_\_  
Director

Date 9-22-2020

FOR  
MOWER CO. BOARD OF COMMISSIONERS

By \_\_\_\_\_  
Board Chair

By \_\_\_\_\_  
Director

Date \_\_\_\_\_

By \_\_\_\_\_  
County Attorney

Date \_\_\_\_\_

FOR THE CONTRACTOR  
Workforce Development, Inc.

  
\_\_\_\_\_  
Director

Date 9-22-2020

FOR  
HOUSTON CO. BOARD OF COMMISSIONERS

FOR THE CONTRACTOR  
Workforce Development, Inc.

By \_\_\_\_\_  
Board Chair

  
Director

By \_\_\_\_\_  
Director

Date 9-22-2020

Date \_\_\_\_\_


By \_\_\_\_\_  
County Attorney

Date \_\_\_\_\_

FOR  
GOODHUE CO. BOARD OF COMMISSIONERS

FOR THE CONTRACTOR  
Workforce Development, Inc.

By \_\_\_\_\_  
Board Chair

  
\_\_\_\_\_  
Director

By \_\_\_\_\_  
Director

Date 9-22-2020

Date \_\_\_\_\_

By \_\_\_\_\_  
County Attorney

Date \_\_\_\_\_

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



**REQUEST FOR BOARD ACTION**

|                              |  |                     |  |
|------------------------------|--|---------------------|--|
| <b>Requested Board Date:</b> | October 20, 2020   | <b>Staff Lead:</b>  | Mike Zorn  |
| <b>Consent Agenda:</b>       | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No | <b>Attachments:</b> | <input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No |
| <b>Action Requested:</b>     | Approve September 2020 HHS Warrant Registers                           |                     |  |

**BACKGROUND:**

This is a summary of Goodhue County Health and Human Services Warrant Registers for: September 2020

|      | Date of Warrant    |     | Check No. Series |              | Total Batch         |
|------|--------------------|-----|------------------|--------------|---------------------|
| IFS  | September 4, 2020  | ACH | 31577            | 31582        | \$ 1,185.04         |
| IFS  | September 4, 2020  |     | 452467           | 452493       | \$ 24,926.11        |
| IFS  | September 11, 2020 | ACH | 31622            | 31629        | \$ 1,573.39         |
| IFS  | September 11, 2020 |     | 452595           | 452624       | \$ 24,792.08        |
| IFS  | September 18, 2020 | ACH | 31630            | 31640        | \$ 24,842.15        |
| IFS  | September 18, 2020 |     | 452625           | 452657       | \$ 13,009.53        |
| IFS  | September 25, 2020 | ACH | 31750            | 31785        | \$ 18,311.12        |
| IFS  | September 25, 2020 |     | 452802           | 452905       | \$ 51,069.16        |
| SSIS | September 25, 2020 | ACH | 31655            | 31677        | \$ 71,951.03        |
| SSIS | September 25, 2020 |     | 452716           | 452758       | \$ 180,344.42       |
| IFS  | September 25, 2020 | ACH | 31678            | 31715        | \$ 20,582.70        |
| IFS  | September 25, 2020 |     | 452759           | 452762       | \$ 5,803.10         |
|      |                    |     |                  | <b>total</b> | <b>\$438,389.83</b> |

**RECOMMENDATION:** Goodhue County HHS Recommends Approval as Presented.

Promote, Strengthen and Protect the Health of Individuals, Families and Communities!  
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# Member County Board 2020 Report

Leota Lind, CEO

# Financial Results

South Country finished 2019 at a net income of \$1.8M versus budget of \$780,000 and compared to a net loss of \$12.3M in 2018.

Highlights included:

- Favorable revenue due to membership above budget, improvement in risk score accuracy, and application of Medicare frailty factor.
- Reduction in medical claims costs year-over-year on a per member per month (PMPM) basis, especially in PMAP and MNCare.
- Loss ratio of 91.9% versus prior year of 96.0%.
- Reduction in administrative costs of \$2.6M year-over-year.
- Administrative expense to revenue ratio of 7.7%.
- Risk-Based Capital ratio of 262.5%.

## 2019 Results

## Statement of Net Income (for twelve months ending December 31, 2019)

|                                | December 2019<br>Actual | December 2019<br>Budget | Favorable/<br>(Unfavorable) | December 2018<br>Actual | Favorable/<br>(Unfavorable) |
|--------------------------------|-------------------------|-------------------------|-----------------------------|-------------------------|-----------------------------|
| <u>REVENUE</u>                 |                         |                         |                             |                         |                             |
| TOTAL REVENUES                 | \$ 290,369,521          | \$ 283,954,220          | \$ 6,415,301                | \$ 298,717,492          | \$ (8,347,971)              |
| <u>PROGRAM EXPENSES</u>        |                         |                         |                             |                         |                             |
| TOTAL PROGRAM EXPENSES         | 266,965,446             | 261,493,948             | (5,471,498)                 | 286,632,524             | 19,667,078                  |
| LOSS RATIO                     | 91.9%                   | 92.1%                   | 0.2%                        | 96.0%                   | 4.1%                        |
| <u>ADMINISTRATIVE EXPENSES</u> |                         |                         |                             |                         |                             |
| EMPLOYEE RELATED               | 7,941,347               | 8,079,856               | 138,509                     | 8,899,589               | 958,242                     |
| OTHER ADMIN EXPENSES           | 7,786,172               | 7,355,940               | (430,232)                   | 6,678,473               | (1,107,700)                 |
| TPA FEES                       | 6,747,330               | 6,844,476               | 97,146                      | 9,472,334               | 2,725,004                   |
| TOTAL ADMINISTRATIVE EXPENSES  | 22,474,849              | 22,280,272              | (194,577)                   | 25,050,396              | 2,575,546                   |
| OPERATING INCOME               | 929,226                 | 180,000                 | 749,226                     | (12,965,427)            | 13,894,653                  |
| INVESTMENT INCOME              | 859,154                 | 600,000                 | 259,154                     | 671,314                 | 187,840                     |
| NET INCOME (LOSS)              | \$ 1,788,379            | \$ 780,000              | \$ 1,008,379                | \$ (12,294,113)         | \$ 14,082,493               |
| MEMBER MONTHS                  | 463,942                 | 455,293                 | 8,649                       | 495,741                 | (31,799)                    |
| Admin Expense PMPM             | \$ 48.44                | \$ 48.94                | \$ 0.50                     | \$ 50.53                | \$ 2.09                     |
| Admin Expense Ratio to Revenue | 7.7%                    | 7.8%                    | 0.1%                        | 8.4%                    | 0.7%                        |
| TPA Fees PMPM                  | \$ 14.54                | \$ 15.03                | \$ 0.49                     | \$ 19.11                | \$ 4.57                     |

## 2020 Budget

South Country's 2020 budget called for net income of \$970,000.

Key assumptions included:

- Membership down 37% overall due to exit of three Northern counties.
- Revenue on PMPM basis up slightly due to modest increase in rates and continued improvement in risk score accuracy in PMAP and MNCare.
- Medical claims costs up slightly on a PMPM basis.
- Loss ratio of 89.8% versus prior year of 91.9%.
- Reduction in administrative costs of 13% versus 2019 due to lower staffing, TPA services, and other business-related costs.
- Administrative expense to revenue ratio of 9.8%.

# 2020 Annual Budget

|                                | 2020 ANNUAL BUDGET |             |
|--------------------------------|--------------------|-------------|
| <u>REVENUE</u>                 |                    |             |
| TOTAL REVENUES                 | \$                 | 198,829,895 |
| <u>PROGRAM EXPENSES</u>        |                    |             |
| TOTAL PROGRAM EXPENSES         |                    | 178,506,171 |
| LOSS RATIO                     |                    | 89.8%       |
| <u>ADMINISTRATIVE EXPENSES</u> |                    |             |
| EMPLOYEE RELATED               |                    | 7,509,780   |
| OTHER ADMIN EXPENSES           |                    | 7,263,353   |
| TPA FEES                       |                    | 4,980,591   |
| TOTAL ADMINISTRATIVE EXPENSES  |                    | 19,753,724  |
| OPERATING INCOME               |                    | 570,000     |
| INVESTMENT INCOME              |                    | 400,000     |
| NET INCOME (LOSS)              | \$                 | 970,000     |
| MEMBER MONTHS                  |                    | 285,350     |
| Admin Expense PMPM             | \$                 | 69.23       |
| Admin Expense Ratio to Revenue |                    | 9.8%        |
| TPA Fees PMPM                  | \$                 | 17.45       |

## Financial results through August 31, 2020

South Country reported a net gain of \$6.0M for the first eight months of 2020.

Key results included:

- Membership up 8% over budget due to relaxed enrollment requirements during the health crisis and increased unemployment due to COVID-19.
- Favorable revenue due to increased membership and continued improvement in risk score accuracy.
- Reduction in medical claims costs year-over-year on a PMPM basis in PMAP, MNCare, and SNBC.
- Loss ratio of 86.7% versus budget of 87.9%.
- Favorable administrative costs of \$500,000 on a year-to-date basis.
- Administrative expense to revenue ratio of 9.0% versus budget of 10.1%.

Statement of Net Income  
(for eight months ending  
August 31, 2020)

|                                | August 2020<br>Actual | August 2020<br>Budget | Favorable/<br>(Unfavorable) | August 2019<br>Actual | Favorable/<br>(Unfavorable) |
|--------------------------------|-----------------------|-----------------------|-----------------------------|-----------------------|-----------------------------|
| <u>REVENUE</u>                 |                       |                       |                             |                       |                             |
| TOTAL REVENUES                 | \$141,783,076         | \$132,880,594         | \$8,902,482                 | \$194,778,570         | \$(52,995,493)              |
| <u>PROGRAM EXPENSES</u>        |                       |                       |                             |                       |                             |
| TOTAL PROGRAM EXPENSES         | 122,891,920           | 116,852,563           | (6,039,357)                 | 176,743,395           | 53,851,474                  |
| LOSS RATIO                     | 86.7%                 | 87.9%                 | 1.2%                        | 90.7%                 | 4.0%                        |
| <u>ADMINISTRATIVE EXPENSES</u> |                       |                       |                             |                       |                             |
| EMPLOYEE RELATED               | 4,935,018             | 5,015,836             | 80,818                      | 5,350,274             | 415,256                     |
| OTHER ADMIN EXPENSES           | 4,913,569             | 5,201,600             | 288,032                     | 5,277,649             | 891,930                     |
| TPA FEES                       | 3,235,582             | 3,329,089             | 93,507                      | 4,604,799             | 1,369,217                   |
| TOTAL ADMINISTRATIVE EXPENSES  | 13,084,169            | 13,546,525            | 462,357                     | 15,232,722            | 2,676,403                   |
| OPERATING INCOME               | 5,806,987             | 2,481,506             | 3,325,480                   | 2,802,452             | 3,004,535                   |
| INVESTMENT INCOME              | 213,502               | 264,000               | (50,498)                    | 510,195               | (296,693)                   |
| NET INCOME (LOSS)              | \$ 6,020,489          | \$ 2,745,506          | \$3,274,982                 | \$ 3,312,647          | \$ 2,707,842                |
| MEMBER MONTHS                  | 206,407               | 191,094               | 15,313                      | 309,880               | (103,473)                   |
| Admin Expense PMPM             | \$ 62.11              | \$ 69.95              | \$ 7.84                     | \$ 49.16              | \$ (12.95)                  |
| Admin Expense Ratio to Revenue | 9.0%                  | 10.1%                 | 1.1%                        | 7.8%                  | (1.2%)                      |
| TPA Fees PMPM                  | \$ 15.68              | \$ 17.42              | \$ 1.74                     | \$ 14.86              | \$ (0.82)                   |



## Product results through August 31, 2020

*Financial results by product through August included the following:*

- PMAP and MNCare reported positive net gains of \$3.1M and nearly \$500,000, respectively, with corresponding loss ratios of 84.9% and 83.0%.
- All Medicaid lines reflected positive results through August, contributing a total of \$5.9M net income at a combined loss ratio of 84.1%
- Medicare results by product were split, with SeniorCare Complete contributing a net gain of nearly \$1.0M, off-set by a \$900,000 loss in AbilityCare.

|                                | Minnesota Programs |              |             |                   |                   | Federal Programs |              |              | Total All Programs |               |
|--------------------------------|--------------------|--------------|-------------|-------------------|-------------------|------------------|--------------|--------------|--------------------|---------------|
|                                | Minnesota Care     | PMAP         | MSC+        | SingleCare (SNBC) | SharedCare (SNBC) | Total            | SeniorCare   | AbilityCare  |                    | Total Federal |
| <b>REVENUES</b>                |                    |              |             |                   |                   |                  |              |              |                    |               |
| TOTAL REVENUES                 | \$6,886,252        | \$67,510,263 | \$7,109,188 | \$11,317,159      | \$4,238,387       | \$97,061,249     | \$37,516,027 | \$7,205,801  | \$44,721,827       | \$141,783,076 |
| <b>PROGRAM EXPENSES</b>        |                    |              |             |                   |                   |                  |              |              |                    |               |
| TOTAL PROGRAM EXPENSES         | 5,713,160          | 57,345,274   | 5,808,894   | 9,689,950         | 3,095,356         | 81,652,635       | 33,776,720   | 7,462,565    | 41,239,286         | 122,891,920   |
| NET MARGIN                     | 1,173,092          | 10,164,989   | 1,300,294   | 1,627,209         | 1,143,031         | 15,408,614       | 3,739,307    | (256,764)    | 3,482,541          | 18,891,156    |
| <b>ADMINISTRATIVE EXPENSES</b> |                    |              |             |                   |                   |                  |              |              |                    |               |
| TPA FEES                       | 208,453            | 2,374,787    | 85,664      | 89,906            | 116,657           | 2,875,467        | 271,832      | 88,283       | 360,115            | 3,235,582     |
| OTHER ADMIN EXPENSES           | 486,771            | 4,669,215    | 467,491     | 751,142           | 300,777           | 6,675,396        | 2,585,282    | 587,910      | 3,173,192          | 9,848,588     |
| TOTAL ADMIN EXPENSES           | 695,224            | 7,044,003    | 553,155     | 841,048           | 417,434           | 9,550,863        | 2,857,114    | 676,193      | 3,533,307          | 13,084,170    |
| INVESTMENT INCOME              | -                  | -            | 50,682      | 45,209            | 21,535            | 117,426          | 96,076       | -            | 96,076             | 213,502       |
| NET INCOME (LOSS)              | \$ 477,868         | \$ 3,120,986 | \$ 797,822  | \$ 831,370        | \$ 747,132        | \$ 5,975,177     | \$ 978,269   | \$ (932,957) | \$ 45,310          | \$ 6,020,488  |
| TOTAL MEMBER MONTHS            | 13,877             | 156,296      | 5,639       | 5,923             | 7,695             | 189,430          | 12,812       | 4,165        | 16,977             | 206,407       |
| LOSS RATIO                     | 83.0%              | 84.9%        | 81.7%       | 85.6%             | 73.0%             | 84.1%            | 90.0%        | 103.6%       | 92.2%              | 86.7%         |

## Net Income by Product (for eight months ending August 31, 2020)

# 2021 Rates

- Medicaid rates for 2021 up 5.6% overall, with PMAP up 7.3%.
- Medicare rates for 2021 (dual combined) up 8.4% overall, with AbilityCare up 14.3%

| Medicaid Rates                                |                          | Medicare Rates - Dual Combined |                          |
|---|--------------------------|--------------------------------|--------------------------|
| Program                                       | % Change<br>2021 vs 2020 | Program                        | % Change<br>2021 vs 2020 |
| PMAP  | 7.3%                     | AbilityCare                    |                          |
| MNCare  | 2.3%                     | (Medicare/Medicaid/Combined)   | 16.8%/9.9%/14.3%         |
| SNBC (SingleCare;<br>SharedCare; AbilityCare) | 6.2%                     | SeniorCare Complete - MSHO     |                          |
| Seniors (MSC+; SeniorCare<br>Complete)        | 3.3%                     | (Medicare/Medicaid/Combined)   | 6.8%/3.3%/5.3%           |
| Overall                                       | 5.6%                     | Overall                        | 9.3%/5.0%/8.4%           |

*Risk corridor language was added to DHS contracts in 2020 (via amendments) and included in 2021 contracts.*

- Unpredictability of medical costs during the pandemic resulted in the inclusion of the risk corridor component over the two-year period.
- Minimum and Maximum Loss Ratios are calculated based on Target MLRs plus/minus 1.5%. This range defines the risk corridor by product for each year.
- Results outside of the risk corridor result in potential remittances due to/from the State.
- In the event South Country is required to pay the State in either contract year, such payment is limited to the extent it would reduce South Country's RBC to a level below 300%.
- Based on current 2020 results, South Country expects to owe the State a remittance for this calendar year.

## Risk Corridor / RBC Protection

## South Country: Counts of Members Tested and Diagnosed with COVID-19

|  | March | April | May | June  | July <sup>1</sup> | August | Sept. <sup>1</sup> | Total <sup>2</sup> |
|--|-------|-------|-----|-------|-------------------|--------|--------------------|--------------------|
| <b>COVID-19 Tests</b>                  | 221   | 311   | 711 | 1,265 | 1,630             | 1,223  | 919                | 6,280              |
| <b>Members Tested</b>                  | 216   | 301   | 560 | 1,042 | 1,449             | 1,107  | 870                | 4,518              |
| <b>Members with COVID-19 Diagnosis</b> | 0     | 8     | 65  | 50    | 68                | 89     | 59                 | 279                |
| <b>Members with COVID-19 Admitted</b>  | 0     | 4     | 12  | 6     | 7                 | 7      | 3                  | 30                 |

*1: Partial September, with data runout through October 7, 2020.*

*2: Months and total differ. Member counts are distinct to that month; the total column is distinct members overall.*



# DHS Procurement

## DHS announced changes to the procurement schedule

- Families and Children (7 County Metro) RFP release Jan. 2021 – Contract year 2022
- Seniors and SNBC (Statewide) RFP release fall 2021 – Contract year 2023
- Families and Children ( Greater MN) release Jan. 2022 – Contract year 2023

# DHS Procurement

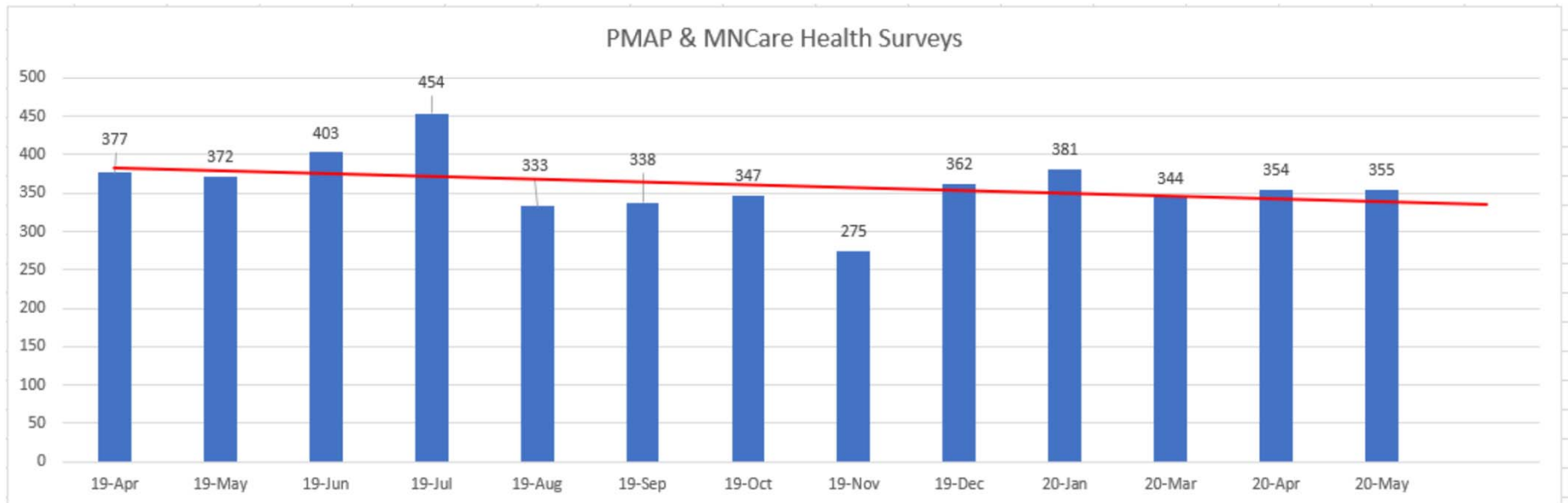
- DHS discussions
  - AMC/County Work Group
  - CBP Work Group
  - MCO Work Group

Better Health, Fuller Lives, Lower Cost, Greater Equity

| <b>Outreach</b>                            | <b>South Country Response Rate</b> | <b>Range of other MCOs and CBPs</b>        |
|--|------------------------------------|--|
| 1 <sup>st</sup> outreach<br>(Mail)         | 16.85%<br>(Mail)                   | 0.95%- 12.23%                              |
| 2 <sup>nd</sup> outreach<br>(Phone & Mail) | 11.23%<br>(Mail & Phone)           | Phone: 0.28%-11.27%<br>Mail: 0.32%- 45.23% |
| 3 <sup>rd</sup> outreach<br>(Phone & Mail) | 4.88%<br>(Mail)                    | Phone: 0.27%-16.88%<br>Mail: 0.23%- 1.52%  |
| Total Combined                             | 32.96%                             |  |

## New Enrollee Health Survey: Response Rates

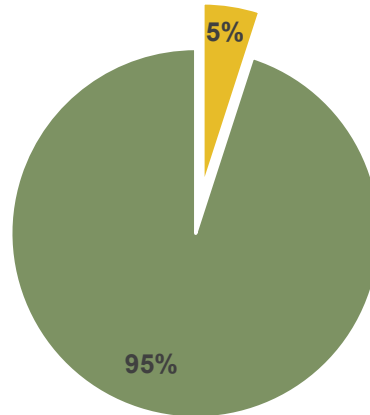




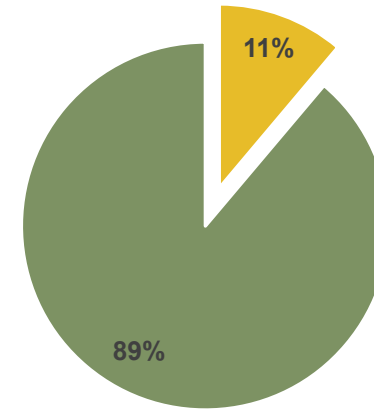
# Connector Outreach Calls

# Social Determinants of Health January- June 2020 Responses

Are you worried that in the next two months you may not have stable housing?

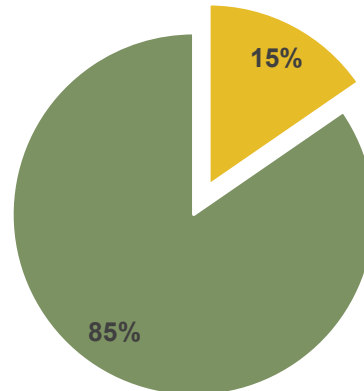


In the past year, have you or your family members had difficulty getting food?

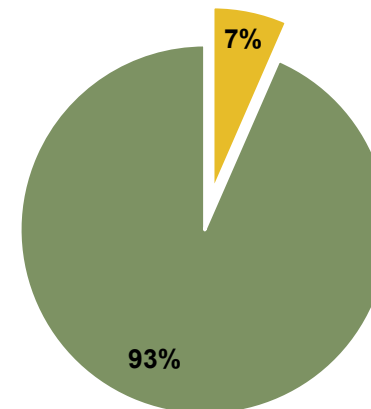


■ Yes ■ No

In the past year, have you or your family members had difficulty getting utilities paid?



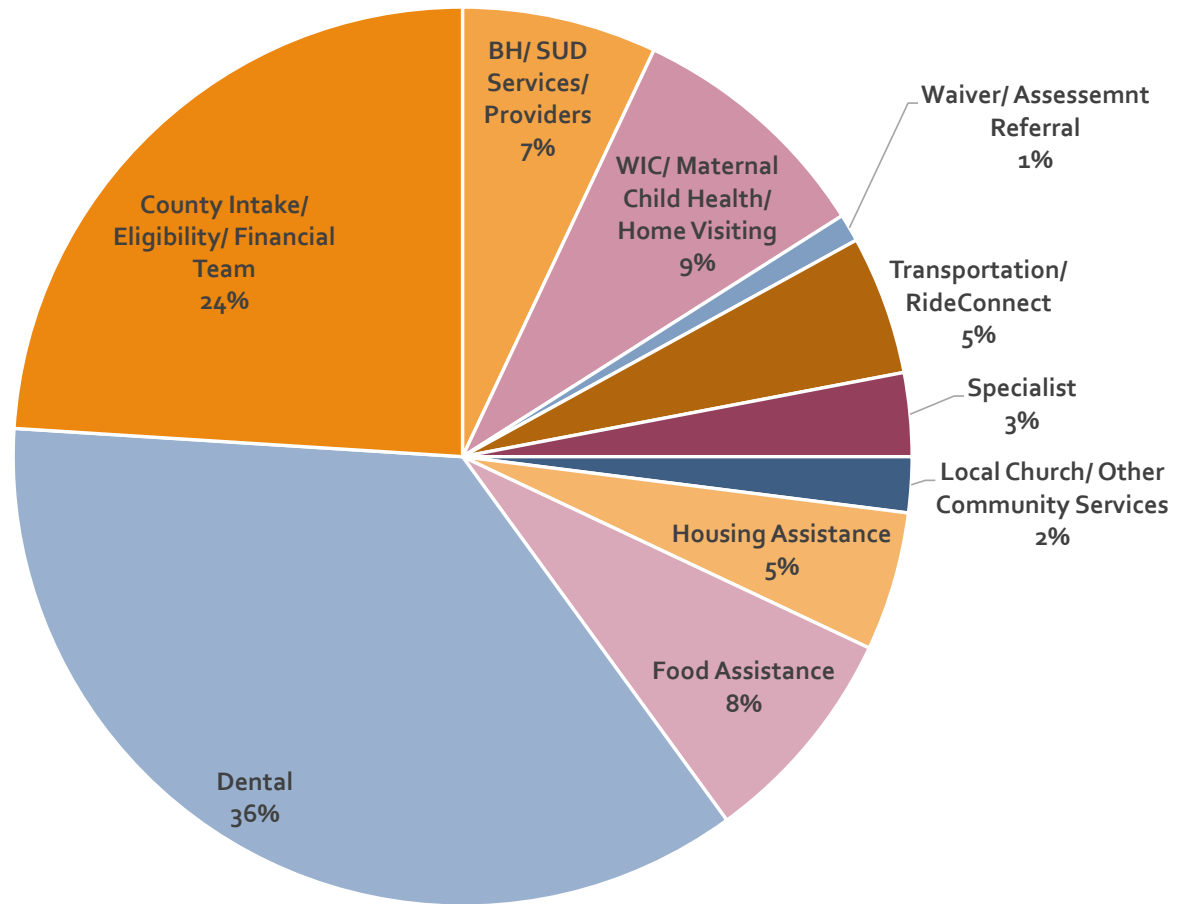
In the past year, have you or your family members had difficulty getting clothing?



■ Yes ■ No

Follow up with  
Members at  
County

January – June 2020 Referrals



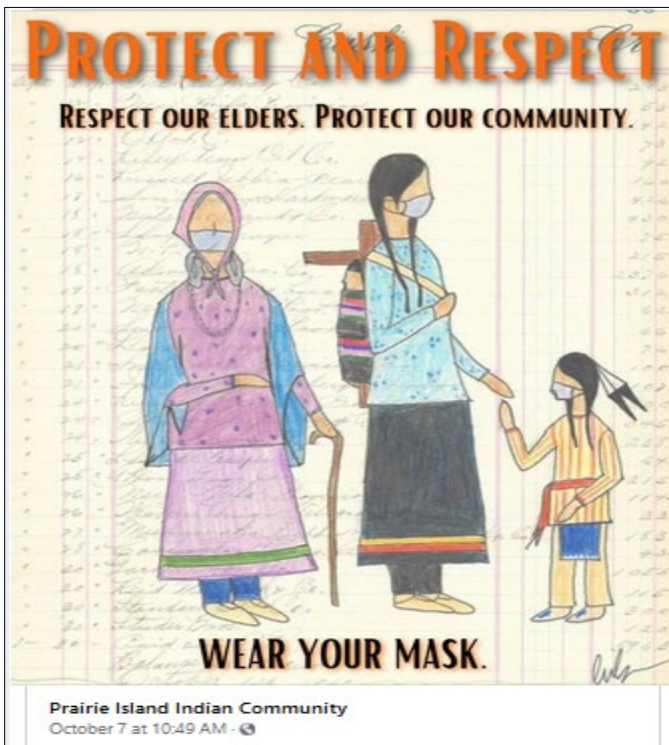
| Quality Measure                                      | 2019 MHCP<br>Managed Care<br>Statewide Rate | 2019 SCHA All<br>Products Rate |
|--|---|--------------------------------|
| <b>PREVENTIVE HEALTH MEASURES</b>                    |   |                                |
| Breast Cancer Screening                              | 60.0%                                       | 65.97%                         |
| Colorectal Cancer Screening*                         | 58.0%                                       | 73.24%                         |
| Childhood Immunization Status (Combo 10)*            | 42.7%                                       | 46.25%                         |
| <b>CHRONIC CONDITIONS MEASURES</b>                   |   |                                |
| Optimal Diabetes Care*                               | 34.5%                                       | 45.37%                         |
| Optimal Vascular Care*                               | 47.5%                                       | 60.25%                         |
| Optimal Asthma Control - Adults*                     | 44.2%                                       | 53.43%                         |
| Optimal Asthma Control - Children*                   | 54.0%                                       | 58.26%                         |
| <b>MENTAL HEALTH MEASURES</b>                        |   |                                |
| Adolescent Mental Health and/or Depression Screening | 86.2%                                       | 88.69%                         |
| Adult Depression: Remission at Six Months            | 5.3%  | 11.28%                         |

# 2019 HEDIS Results

# Goodhue County Health and Human Services Board

10-20-2020 COVID-19 Update

- **COVID-19 Situation Awareness**  
Nina Arneson HHS Director
- **Response Planning & Emergency Preparedness**  
Heather Arndt, HHS Emergency Preparedness Coordinator
- **Response Operations**  
Brooke Hawkenson, Family Health Supervisor
- **Response Communications**  
Jessica Seide, Community Health Specialist / Public Information Officer
- **COOP - Agency Responsibilities**  
Kris Johnson, Deputy Director  
Mike Zorn, Deputy Director



#### Partner Areas:

Churches  
Schools  
Center-Based Childcare  
Family Child Care  
Providers  
Hospitals and Clinics  
Long Term Care/Senior  
Living  
Law Enforcement  
Emergency Medical  
Services  
Foster Care  
Jail  
Home Care Agencies  
Cities  
Non-Profits/ Businesses  
Homeless Service Providers

#### Please Contact:

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Vicki Iocco at [vicki.iocco@co.goodhue.mn.us](mailto:vicki.iocco@co.goodhue.mn.us)  
Jodi Skeen at [jodi.skeen@co.goodhue.mn.us](mailto:jodi.skeen@co.goodhue.mn.us)  
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Heather Arndt at [heather.arndt@co.goodhue.mn.us](mailto:heather.arndt@co.goodhue.mn.us)  
Dayle Christiansen at  
[dayle.christiansen@co.goodhue.mn.us](mailto:dayle.christiansen@co.goodhue.mn.us)  
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Megan O'Dell at [Megan.odell@co.goodhue.mn.us](mailto:Megan.odell@co.goodhue.mn.us) or  
Gretchen Rauchwarter at  
[gretchen@rauchwarter@co.goodhue.mn.us](mailto:gretchen@rauchwarter@co.goodhue.mn.us)

#### For Information and Resources:

- <https://co.goodhue.mn.us/COVID-19>
- <https://www.facebook.com/gchhs>
- <https://www.health.state.mn.us/diseases/coronavirus>
- <https://mn.gov/covid19>

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



**Monthly Report**

**CD Placements**

CONSOLIDATED FUNDING LIST FOR September 2020

**In-Patient Approval:**

44 year old female – five previous treatments – The Gables, Rochester  
26 year old female – numerous previous treatments – Burkwood, Hudson  
36 year old male – one previous treatment – Valley View, Cannon Falls  
32 year old male – three previous treatments – River Ridge, Lakeville  
39 year old male – two previous treatments – MNATC, Brainerd  
17 year old female – one previous treatment – Omegon, Blaine  
15 year old male – no previous treatment – On Belay House, Plymouth  
31 year old male – numerous previous treatments – MNATC, Brainerd

**Outpatient Approvals:**

33 year old female – one previous treatment – Common Ground, Red Wing  
17 year old male – no previous treatment – Nystrom & Associates, New Brighton  
47 year old female – four previous treatments – Stage by Staige, Kasson  
35 year old female – five previous treatments – Common Ground, Red Wing  
33 year old female – two previous treatments – Nystrom & Associates, Eden Prairie  
55 year old male – three previous treatments – Common Ground, Red Wing

**Halfway House Approval:** None

**Number of Assessments/Updates Completed:** 12

**No Show/Cancellations:** 2

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



**Monthly Update  
Child Protection Assessments/Investigations**

|                  | <b>2016</b> | <b>2017</b> | <b>2018</b> | <b>2019</b> | <b>2020</b> |
|------------------|-------------|-------------|-------------|-------------|-------------|
| <b>January</b>   | 18          | 21          | 25          | 21          | 16          |
| <b>February</b>  | 26          | 22          | 21          | 20          | 30          |
| <b>March</b>     | 16          | 17          | 27          | 34          | 19          |
| <b>April</b>     | 32          | 17          | 22          | 20          | 15          |
| <b>May</b>       | 21          | 31          | 19          | 23          | 21          |
| <b>June</b>      | 17          | 28          | 23          | 16          | 10          |
| <b>July</b>      | 18          | 21          | 22          | 16          | 12          |
| <b>August</b>    | 19          | 33          | 11          | 19          | 17          |
| <b>September</b> | 25          | 20          | 17          | 25          | 18          |
| <b>October</b>   | 18          | 28          | 28          | 29          |             |
| <b>November</b>  | 22          | 19          | 22          | 24          |             |
| <b>December</b>  | 15          | 16          | 19          | 21          |             |
| <b>Total</b>     | <b>247</b>  | <b>273</b>  | <b>256</b>  | <b>268</b>  | <b>158</b>  |

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**Office of Inspector General**

**STATE FISCAL YEAR (SFY) 2020 FPI REPORT (July 1, 2019 – June 30, 2020)**

**Date:** 9/25/2020

**Regional Grant County – Wabasha (Fillmore, Goodhue, Houston Winona)**

**INVESTIGATIONS:**

**Cost to Benefit Ratio = \$3.63** (State Average = \$7.00/Required CBR = \$3.00)

**Average Days to Complete a Case = 15** (Average Days Required = 15 days or less)

**Average # Cases Completed per Month = 17** (Average Cases Required per FTE = 20-25 per month)

**Cost Savings = \$202,684**

**Overpayments Identified = \$115,467**

**ADH Credit = \$45,000**

**Criminal Case Credit = \$4,000**

**CASE REFERRALS:**

**# of Cases Referred = 207**

**Note from Nina Arneson, GCHHS Director:**

This is our region's SFY 2020 FPI Report provided by Wabasha County Investigator Nate Barker per Wabasha County Sheriff Bartsh's request. This year due to Covid-19 they will not be conducting their annual County Board visits but as always are open to any questions.

We continue to be pleased with the FPI program and the service Wabasha County Sheriff's Office provides for Goodhue County and our regional partners - Wabasha, Fillmore, Houston and Winona Counties.

**Goodhue County Specific Data:**

- **\$127,064 Cost Savings**
- **\$83,677 Overpayments**
- **21 Disqualifications**
- **5 Hearings - 4 Disqualifications Upheld**
- **128 Referrals**





Goodhue County  
**Health and Human Services**

426 West Avenue  
 Red Wing, MN 55066  
 (651) 385-3200 • Fax (651) 267-4882

**TO:** Goodhue County Health and Human Services Board  
**FROM:** Nina Arneson, GCHHS Director  
**DATE:** October 20, 2020  
**RE:** 2020 October Staffing Report

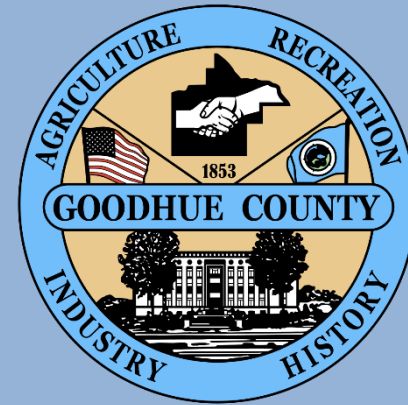
Following the updated Goodhue County hiring policy, below are GCHHS new hires for 2020:

| Outgoing Employee                             | Rate of Pay * | Classification                    | New Employee     | Rate of Pay * | Step | Hire Date |
|---|---------------|-----------------------------------|------------------|---------------|------|-----------|
| <i>Re-Allocated position</i><br>Debbie Sammon | \$29.83       | Support Services Supervisor       | Debbie Sammon    | \$31.22       | 8    | 8/17/20   |
| Phil Martin                                   | \$41.69       | Adult Mental Health Social Worker | Pam Erickson     | \$26.57       | 1    | 9/14/20   |
| Katie Bystrom                                 | \$41.69       | Child Protection Social Worker    | Analise Dressen  | \$26.57       | 1    | 10/19/20  |
| Lisa Oelkers                                  | \$33.24       | Adult Mental Health Social Worker | Bridget Puchalla | \$26.57       | 1    | 10/19/20  |
|   |               |                                   |                  |               |      |           |
|   |               |                                   |                  |               |      |           |
|   |               |                                   |                  |               |      |           |
|   |               |                                   |                  |               |      |           |
|   |               |                                   |                  |               |      |           |

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

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# Quarterly Trend Report

## Quarter 1 and 2, 2020

Goodhue County Health & Human Services

October 20, 2020



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12 Waiver Management Team

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15 Rule 25

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## **Administrative:**

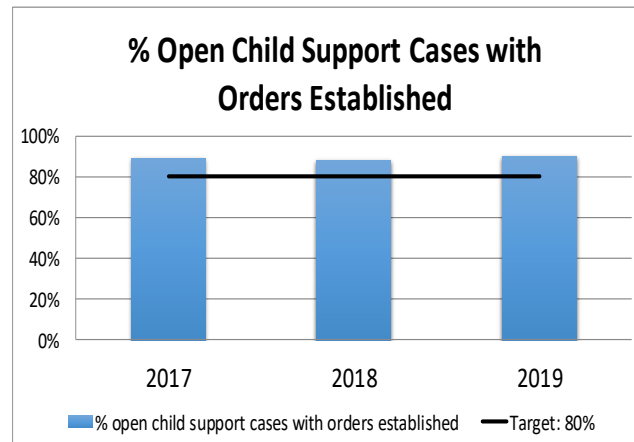
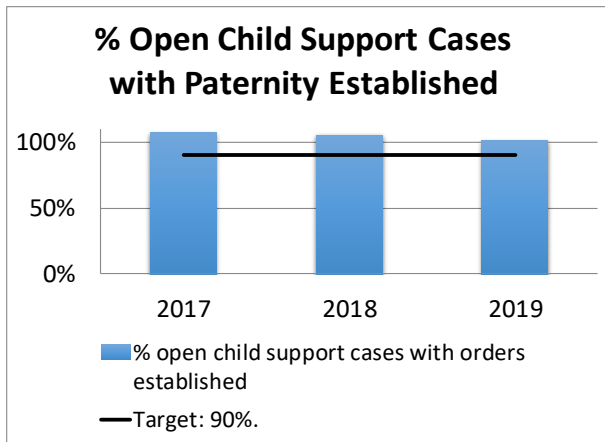
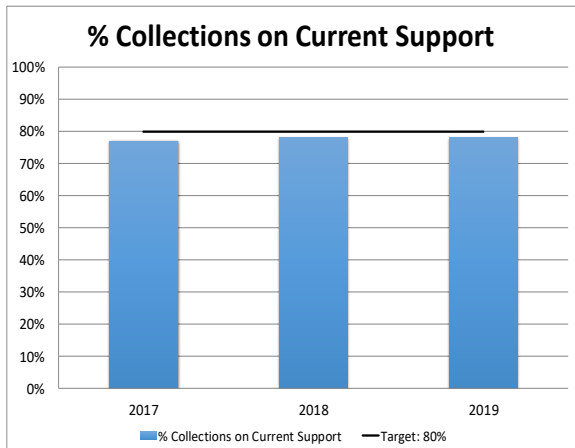
19 County Cars



# Economic Assistance Child Support

## Purpose/Role of Program

Minnesota’s Child Support Program benefits children by enforcing parental responsibility for their support. The Minnesota Department of Human Services' Child Support Division supervises the Child Support Program. County child support offices administer it by working with parents to establish and enforce support orders. The child support staff also works with employers and other payors, financial institutions, other states and many more to implement federal and state laws for the program. The program costs for the Child Support Program are financed by a combination of federal and state money. The measures included below are measures the federal office uses to evaluate states for competitive incentive funds.



## Story Behind the Baseline

## Where Do We Go From Here?

- **LEFT:** Children need both parents contributing to their financial security and child support is one means of accomplishing that.
- **CENTER:** Establishing parentage gives a child born outside of marriage a legal father and the same legal rights as a child born to married parents. The paternitys established during the federal fiscal year may not necessarily be for the same children born of non-marital births in the previous year. This is why percentages often exceed 100.
- **RIGHT:** This is a measure of counties’ work toward ensuring children receive financial support from both parents. Through our role in the Child Support program, we help ensure that parents contribute to their children’s economic support through securing enforceable orders, monitoring payments, providing enforcement activities, and modifying orders when necessary.

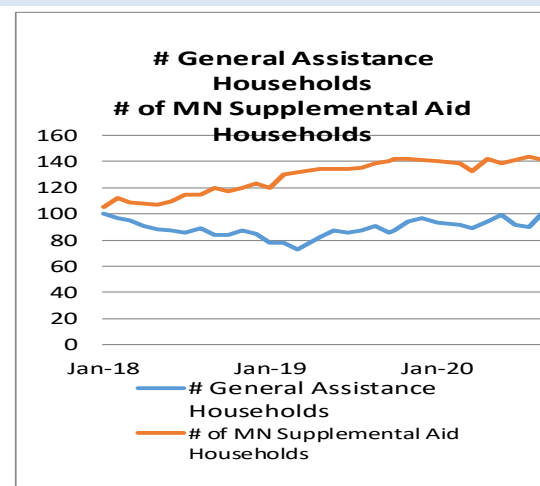
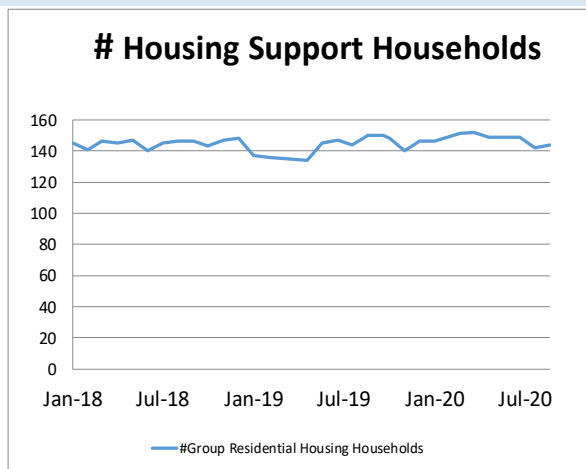
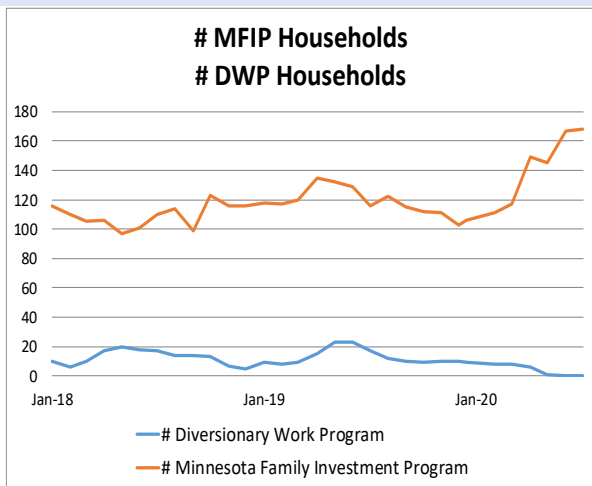
- **LEFT:** Continue to focus on reaching out to the non-custodial parents. Phone calls, building rapport and working together for reasonable payments helps to increase the % of collections on current support.
- **CENTER:** Staff factors influence all the measures. Continue to support our dedicated workers and utilize experienced, skilled staff in training new staff as staff retire.
- **RIGHT:** Continue to work closely with Goodhue County Attorney’s Office and share information between courts, tribal nations, and other states that impact the ability to collect support across state boundaries.

Child Support data is available at the end of the year.



## Purpose/Role of Program

The cash assistance programs administered at the county are entitlement programs that help eligible individuals and families meet their basic needs until they can support themselves. Eligibility for these programs is determined by Eligibility Workers and is based on an applicant's financial need. The programs are administered by county agencies under the supervision of the state Department of Human Services. The program costs for the cash programs are financed by federal and/or state money (depending on the specific program). The MFIP and DWP program are time-limited and include work requirements and access to employment services. Income Maintenance staff work closely with local job counselors.



## Story Behind the Baseline

**LEFT, CENTER & RIGHT:** These figures demonstrate steady volumes of services for the MFIP, DWP, GRH, General Assistance and MN Supplemental Aid Households.

The increase in MFIP and decrease in DWP Households in the 2<sup>nd</sup> quarter is due to Executive Orders & Waivers during COVID19. MFIP cases remained open and DWP cases were converted to MFIP at DHS direction.

## Where Do We Go From Here?

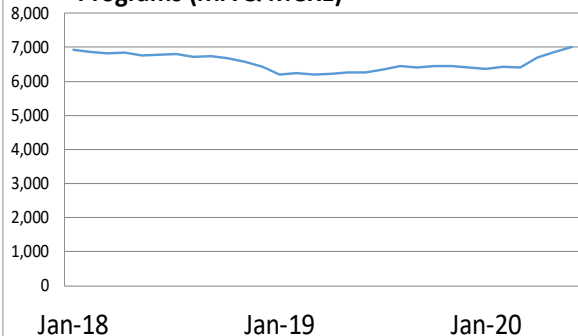
**LEFT, CENTER & RIGHT:** Many factors influence the need for these safety net programs including economy and availability of community resources such as food shelves, and natural disasters that result in increased applications.



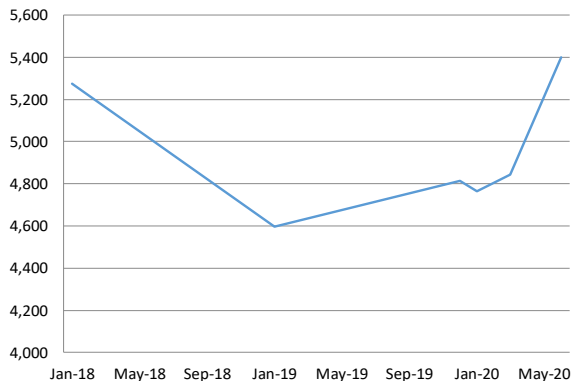
## Purpose/Role of Program

Minnesota has several health care programs that provide free or low-cost health care coverage. These programs may pay for all or part of the recipient’s medical bills. The healthcare programs administered by the county agencies are done so under the supervision of the state Department of Human Services. Eligibility for the healthcare programs is determined via a combination of system determination (MNsure/METS/MAXIS) and Eligibility Workers. Eligibility is based on varying factors including income and assets. Funding for the healthcare programs is a combination of federal and state money.

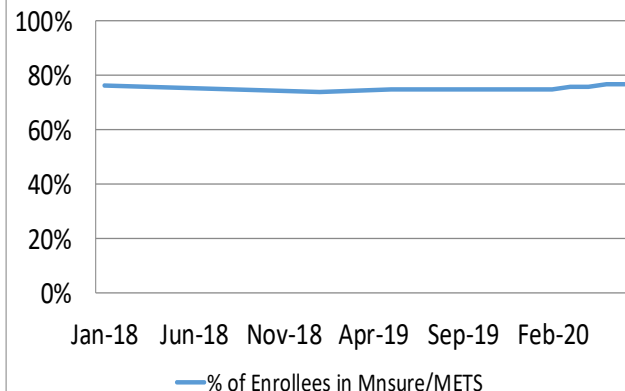
# Enrolled Persons in Healthcare Programs (MA & MCRE)



# Enrolled Persons on MNsure/METS



% of Enrollees in MNsure/METS



## Story Behind the Baseline

- **LEFT:** The number of enrollees on healthcare for Medical Assistance (MA) and MinnesotaCare (MCRE) has increased during COVID-19 Peacetime Emergency; provisions of Emergency Order helped ensure enrollees did not lose healthcare coverage.
- **CENTER & RIGHT:** The number of healthcare recipients enrolled through the MNsure/METS system has increased over the years as more people enroll and those on the legacy system (MAXIS) transfer to MNsure/METS. With transfer complete, we are no longer seeing increases.

## Where Do We Go From Here?

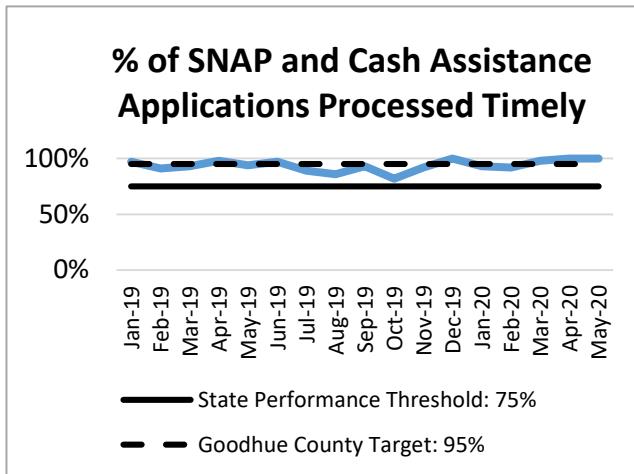
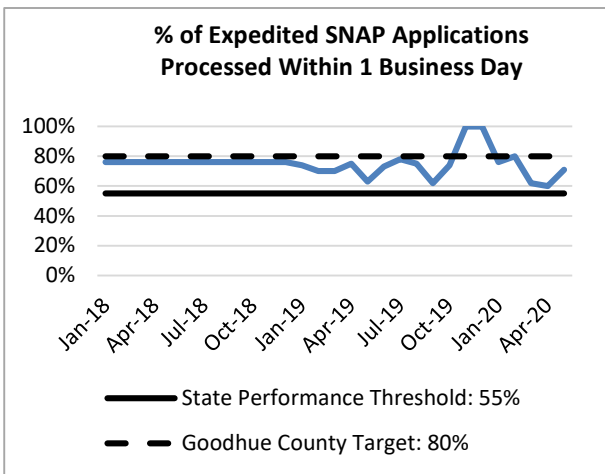
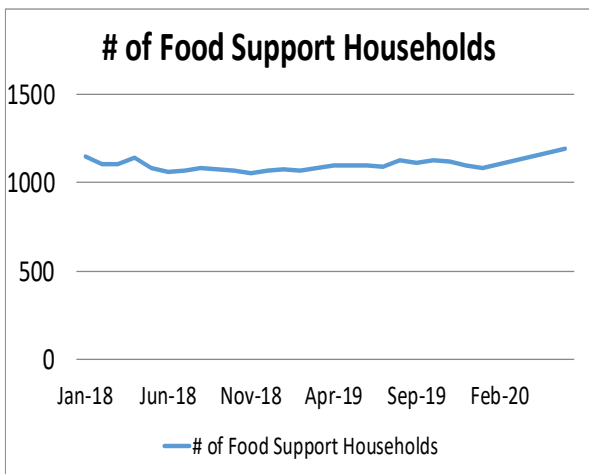
**LEFT:** Continue to make accessing services easy for all county residents needing assistance with healthcare.

**CENTER & RIGHT:** We continue to work closely with MNsure and DHS in order to improve the applicant and worker experience with the MNsure system. This continues to be very challenging due to METS’ technical and system issues, program complexities, changing policies, and inadequate supports from the state.



## Purpose/Role of Program

SNAP is a federal entitlement program that increases the food purchasing power of low-income households. Eligibility for this program is determined by Eligibility Workers and is based on an applicant’s financial need. The benefit level is determined by household income, household size, housing costs and more. SNAP applicants are given expedited service when they have little to no other resources available to pay for food and, therefore, need basic safety net programs to meet a crisis. This program is administered by county agencies under the supervision of the state Department of Human Services. The program costs for the SNAP program are financed by a combination of federal and state money. The program includes work requirements for some recipients.



## Story Behind the Baseline

## Where Do We Go From Here?

- LEFT:** The number of households receiving food benefits in Goodhue County has been stable around 1100 since 2017. This follows the state trend. There are a number of factors contributing to this including changes in program rules, stronger economy and increased fraud prevention efforts.
- CENTER:** GCHHS has been above the 55% state performance threshold since this measure was created in 2014 and has some of the most timely processing in the region. It is hard to process all expedited applications within a day because we may not correctly identify which applications to expedite, and we may not be able to reach applicants by phone the same day their application is received.
- RIGHT:** Goodhue County well exceeds the 75% state performance threshold for processing SNAP and Cash applications, and has since this measure was created in 2014. GCHHS met our internal goal of 95% in 2015 and 2018. Applications interviews held late in the processing period result in an extension of the processing timeline. This extension can exceed past state criteria for timeliness.

- LEFT:** Continue to make accessing services easy for all county residents who need help with food support.
- CENTER:** Continue to identify expedited applications, offer same-day interviews and process applications timely.
- RIGHT:** Continue to support our dedicated workers and utilize experienced, skilled staff in training new staff as staff retire.

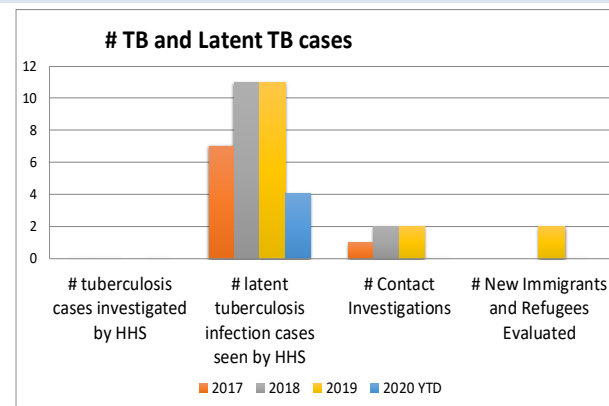
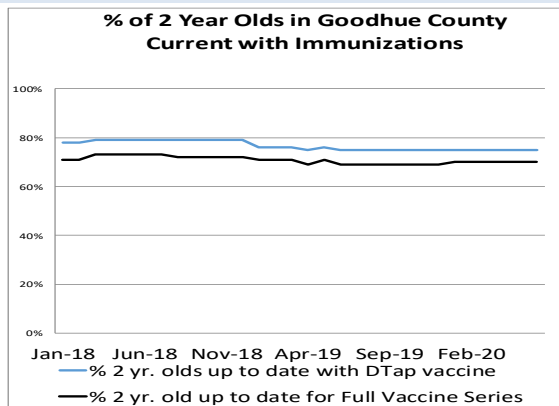
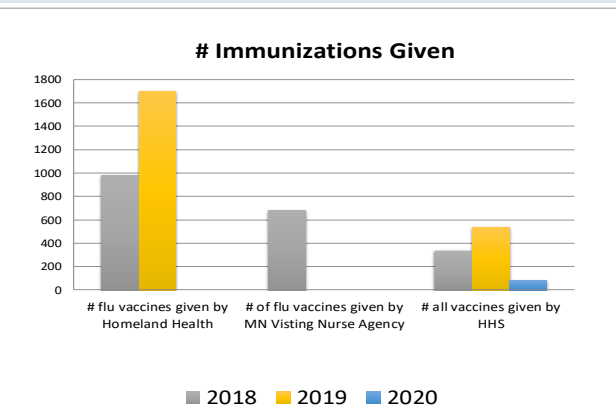


# Public Health

## *Disease Prevention and Control (DP&C)*

### Purpose/Role of Program

Disease Prevention and Control activities include evaluating, promoting, and providing immunizations. HHS investigates and monitors treatment of active and latent tuberculosis cases. Minnesota Department of Health monitors and investigates all other reportable infectious diseases and disease outbreaks. DP&C notifies medical providers and the public when outbreaks occur and provides education about preventing communicable diseases.



### Story Behind the Baseline

- **LEFT:** After a nearly 50% decrease in immunizations given in the region since the COVID pandemic started in MN in March, immunization rates have come back up as clinics reopened to appointments.
- **CENTER:** The % of 2 year olds up to date in Goodhue Co. is 69%. DTaP is at 75% which continues to improve, however the % of children who get their immunizations on time is below the 90% Healthy People 2020 goal.
- **RIGHT:** One family wanted to wait until it is safe to go out. One immigrant was sent to Olmsted Co. did not have TB. TB clinic to rule out pulmonary TB.

### Where Do We Go From Here?

**LEFT:** SE Mn Immunization Registry is in the middle of sending out a reminder recall to the 16-18 months olds in SE MN. HHS continues to send immunization reminders to all one year olds in Goodhue Co., as well as through Child/Teen Check-up mailings. We are starting to see school-age children who were not able to come in during the summer.

**CENTER:** MDH sent letters to all 16 years olds not up to date on the meningitis series which will be required for high school students in Fall 2020. HHS continues to send birthday postcard immunization reminders to all one year olds. More effort is being made to schedule the next immunization appointment and give reminder cards when next shots are due. DP&C nurses have provided immunizations to 10 students at 2 schools to students whose families are unable to get to clinics. Many counties assist schools in the Fall to provide back to school immunization clinics at schools for those students. This is something HHS may consider doing.

**RIGHT:** HHS met with our medical director at Mayo Clinic and revised the protocol for TB referrals for medication and monitoring of latent TB cases. DP&C will continue to obtain medications from MDH for anyone with latent TB who is at high risk of progression to active tuberculosis and will monitor active TB cases. Mayo clinic will monitor their patients who have insurance to cover the drugs unless they are likely to be non-compliant in which case they'll be referred them to HHS.

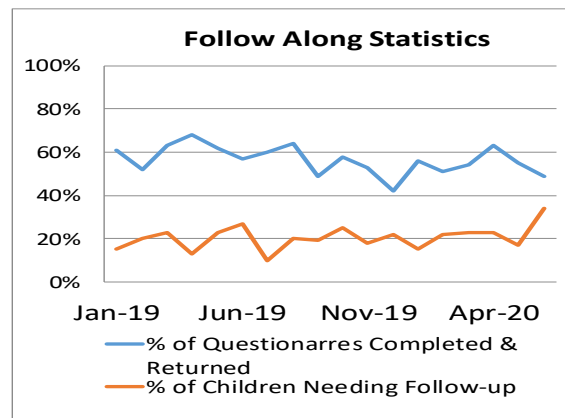
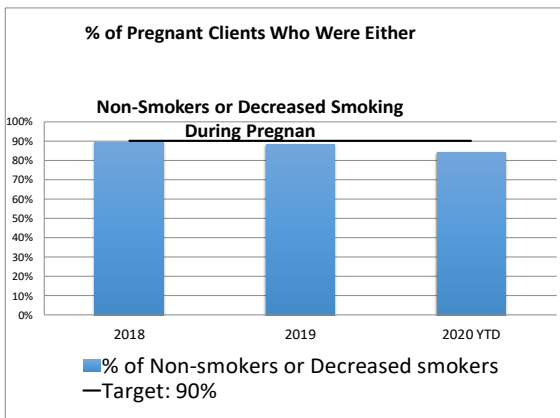
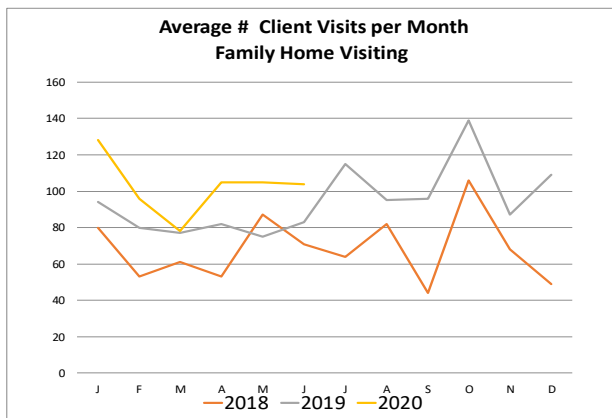




## Family Home Visiting and Follow Along

### Purpose/Role of Program

Family home visiting is a health promotion program that provides comprehensive and coordinated nursing services that improve pregnancy outcomes, teach child growth and development, and offer family planning information, as well as information to promote a decrease in child abuse and domestic violence. Prenatal, postpartum, and child health visits provide support and parenting information to families.



### Story Behind the Baseline

- LEFT:** Quarterly average is approximately 100 visits per month for Q1. Approximately 105 visits per month for Q2. Averaging about 103 visits per month over the past 6 month period. As of March we saw a sharp decline in home visiting as we were not completing home visits during the beginning of the COVID-19 pandemic. We were able to get telehealth visits implemented by the end of the March and we have seen our numbers more closely reflect our typical trend. We are continuing to complete telehealth visits per MDH guidance. We hope to be able to get back in to the homes soon.
- CENTER:** The percent of pregnant clients who were either non-smokers or decreased smoking during pregnancy is an annual number that we track. We know that smoking during pregnancy can cause baby to be born early or to have low birth weight-making it more likely the baby will be sick and have to stay in the hospital longer. We also know that smoking during and after pregnancy is a risk factor of sudden infant death syndrome (SIDS).
- RIGHT:** Follow Along Program monitors the development of children enrolled in the program by sending parents validated screening questionnaires. These questionnaires indicate how many children are not meeting developmental milestones; therefore requiring follow up by a public health nurse and also a possible referral to Early Childhood Special Education for an assessment. Our current goal is to increase questionnaires that are completed and returned to us, which enables us to reach more children. This has been made possible by our current collaboration with Every Hand Joined. As we can see our return rate averages around 60%. In 2017 our return rate was 37%. This increase is due to additional staff time dedicated to the program as well as new means of communicating with families. This past year we were able to introduce text message reminders to return the questionnaires, which has increased the number returned. We can also see that the number of children needing follow up has increased. This is likely due to the fact that we are simply identifying more children that need follow up. We have increased the number of screeners that are returned thus increasing the number of children that have been identified needing follow up.

### Where Do We Go From Here?

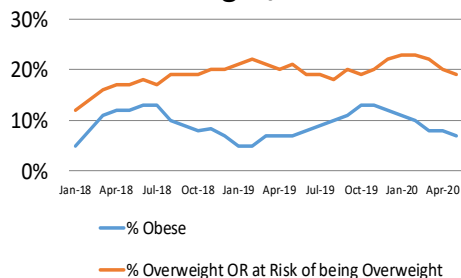
- LEFT:** We will continue to offer home visits to clients to improve education and support, increase bonding and attachment, and in turn, reduce the risk of child abuse and neglect.
- CENTER:** We will continue to educate on the importance of not smoking during pregnancy and continue to offer resources to assist with smoking cessation.
- RIGHT:** We will continue to monitor the development of children and refer as appropriate. This will assist children with staying on task for meeting developmental milestones and getting early intervention services as soon as possible to make sure they are school ready.



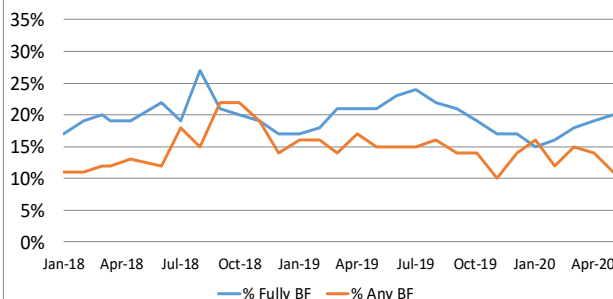
## Purpose/Role of Program

WIC is a nutrition education and food supplement program for pregnant and postpartum women, infants and children up to age 5. Eligibility is based on family size and income. WIC participants are seen regularly by a Public Health Nurse who does a nutrition and health assessment, provides nutrition education and refers to appropriate resources. WIC is federally funded.

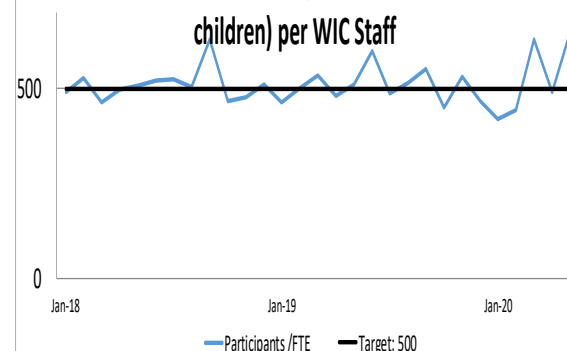
### % WIC Children Obese and Overweight/At Risk



### % of WIC Infants that Are Breastfed



### Ratio Total WIC Clients (women, infants, and children) per WIC Staff



## Story Behind the Baseline

- LEFT:** WIC promotes a healthy weight. The rates of obesity and overweight or at risk among Goodhue County WIC children 2 up to 5 years of age are stable and similar to the state average. Due to Covid-19, we began doing remote services mid-March and are continuing remote services. Therefore, we are not doing in clinic heights and weights on children. Please interpret the data on obesity and at risk for overweight with caution, as we are not documenting heights and weights routinely at this time.
- CENTER:** The statewide WIC goal is to increase breastfeeding of infants 0-12 months. Breastfeeding initiation has increased; however, duration of breastfeeding continues to be an issue. WIC measures babies who are totally breastfed and babies who are receiving breastmilk and formula. Exclusively breastfed babies tend to breastfeed longer. Babies receiving **any** breastmilk are still getting the benefits of breastfeeding.
- RIGHT:** Looks at staffing ratio to determine adequate staffing.

## Where Do We Go From Here?

- LEFT:** Offering nutrition education regarding healthy eating habits and the importance of physical activity. Education is done with a 'participant centered' approach so that they have more ownership in making changes.
- CENTER:** We are participating in a statewide continuous quality improvement collaborative to improve breastfeeding rates in 2019.
- RIGHT:** Outreach Activities include building rapport with clients to foster person-to-person referrals (the majority of our referrals), communication with health care providers, newspaper articles, participation in health/resource fairs. Although caseloads have decreased families that we are serving seem to have more issues/needs than we have seen in the past.

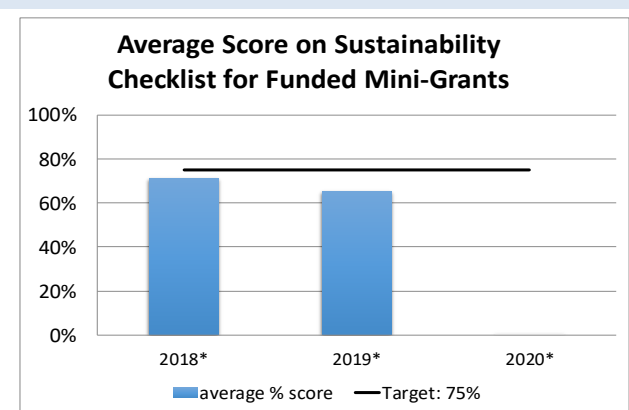
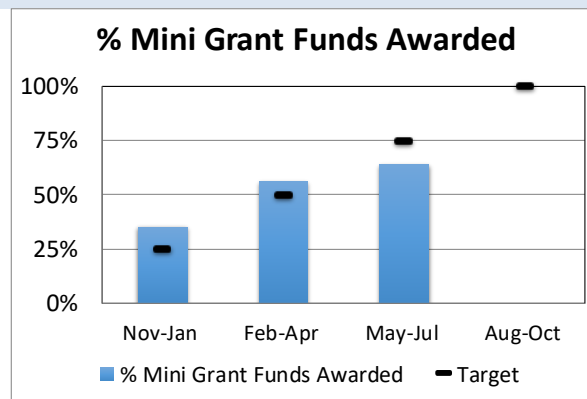
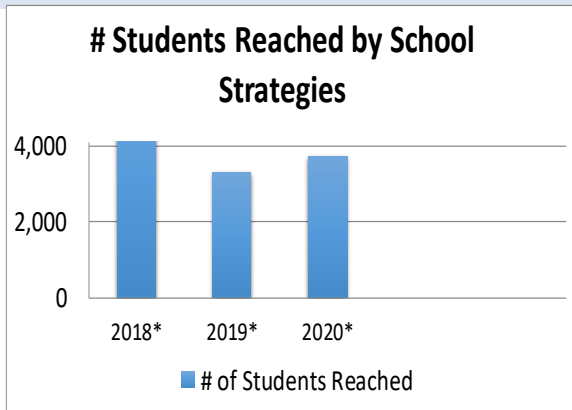


# Public Health

## Live Well Goodhue County

### Purpose/Role of Program

Live Well Goodhue County’s mission is to improve the health of our residents by making it easier to be active, eat nutritious foods & live tobacco-free. We partner with child care providers, schools, worksites, cities, non-profits and other organizations. We provide mini-grants for sustainable projects that fit within our mission. We are supported by the Minnesota Statewide Health Improvement Partnership of the Minnesota Department of Health.



### Story Behind the Baseline

- **LEFT:** Our current partners are Cannon Falls School District, Pine Island School District, Red Wing High School, Red Wing Sunnyside School, St. John’s Lutheran School, and Kenyon-Wanamingo Elementary School.
- **CENTER:** Mini-grants are available to community organizations, child care providers, schools, worksites, non-profits and other organizations that are interested in partnering with us to improve the health of our residents. The focus must be on making it safer and easier to walk, bike, eat nutritious food and live tobacco-free.
- **RIGHT:** A sustainability survey is sent out to partners implementing a Live Well Goodhue County initiative in October.

\*2018 grant year =11/1/17-10/31/18, \*2019 grant year=11/1/18 – 10/31/19, \*2020 grant year=11/1/19-10/31/20

### Where Do We Go From Here?

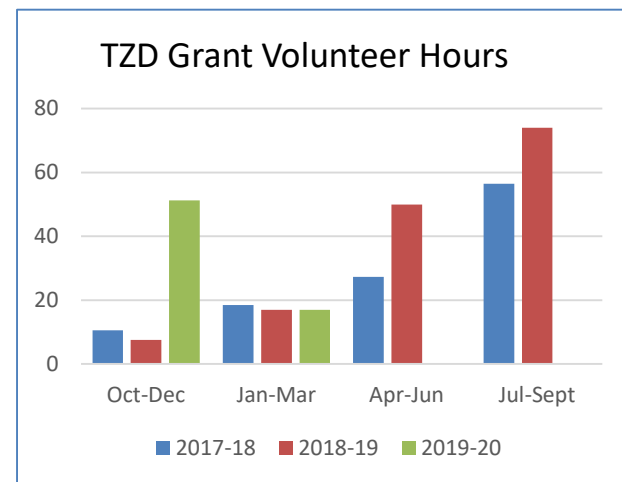
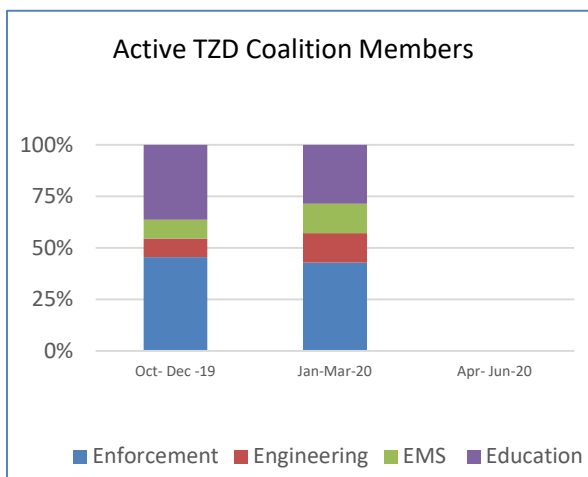
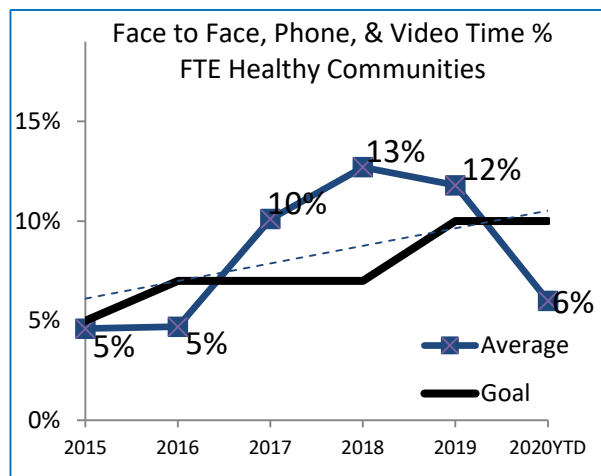
- **LEFT:** Live Well Goodhue County staff are working to develop partnerships with all our schools. This year the focus is on Safe Routes to School, Active Classrooms, and increasing access to fresh, locally grown produce.
- **CENTER:** Mini-grants are available throughout our grant year. Staff members are actively working to build relationships with potential partners while encouraging past and current partners to implement an initiative.
- **RIGHT:** Our Sustainability Survey will be sent to our 2019 partners in November.



### Purpose/Role of Program

**Healthy Communities Unit** promotes healthy behaviors and health equity with programs such as Live Well Goodhue County, Emergency Preparedness, Towards Zero Deaths (TZD), and Make it OK. Staff engage the community in developing and implementing strategies.

**Towards Zero Deaths** is based on the belief that even one traffic-related death on our roads is unacceptable. TZD uses an interdisciplinary, data-driven approach to reduce traffic fatalities and is funded by a grant from the Minnesota Department of Public Safety. Our goal is to maintain a balance of active representation from each “E.”



### Story Behind the Baseline

- **LEFT:** Staff time spent face to face with the community was steady above 10% or 4 hrs. per full-time staff per week 2017-2019. We raised our target from 7% to 10% for 2019. In 2020, we are counting video time, but still saw a decrease due to COVID.
- **CENTER:** Our goal is to maintain a balance of representation from each “E” because a combination of strategies and approaches are often most effective. Due to COVID-19 there weren’t many activities Jan- June 2020; there were 0 volunteer hours for Apr-Jun.
- **RIGHT:** Much of the TZD safe roads grant activity revolves around the “enforcement wave” calendar, busiest from April to September. Due to COVID-19 there weren’t many activities Jan- June 2020; there were 0 volunteer hours for Apr-Jun.

### Where Do We Go From Here?

- **LEFT:** As we begin restarting work that was suspended due to COVID, in late August, we purchased a subscription to GoToWebinar with additional features like polls and drawing tools to facilitate virtual community engagement.
- **CENTER:** Engage existing members and recruit new members in the 4 sectors of education, enforcement, engineering, and emergency medical services (EMS).
- **RIGHT:** The TZD Coordinator is aiming to balance TZD efforts across all 4 quarters this grant year by doing more planning when there’s no wave.

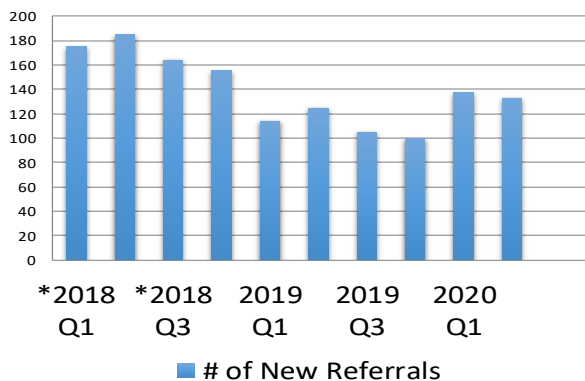


# Public Health *Waiver Management Team*

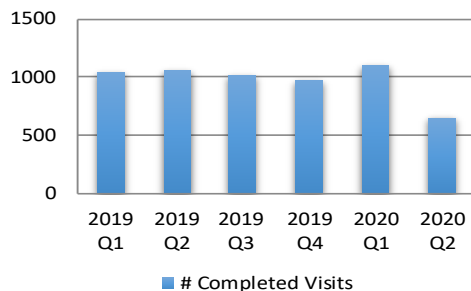
## Purpose/Role of Program

Home and Community Based Services are provided to residents of counties in Minnesota to help keep them in their homes or the least restrictive environment safely.

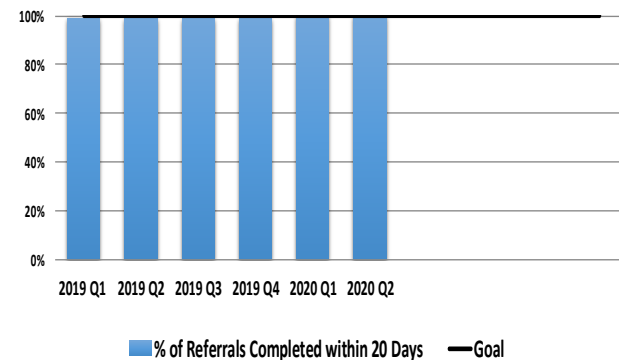
**# of Referrals Received**



**Number of Visits Completed**



**% of Referrals Completed within 20 Days**



### Story Behind the Baseline

- LEFT:** Referrals were at 137 for first quarter 2020. The referrals show an increase in overall referrals. These numbers represent an increase in waiver program referrals and a decrease in the number of Under 65 nursing home screens. These numbers are showing individuals in the community are choosing to remain in their homes longer with services and supports, instead of going into institutional care.

Referrals were at 133 for 2<sup>nd</sup> quarter. The numbers stay consistent with the decrease in the number of individuals choosing institutional care. For both quarters, the majority of the referrals were for under 65 year old home and community based programs including Community Access for Disability Inclusion Waiver, Brain Injury Waiver, Developmental Disability Waiver, and the Consumer Support Grant and Family Support Grant.

*\*2018 numbers appear high as this was the first year of doing County of Residence screens and those individuals who were the county of financial responsibility were added to our system for assessments.*

- CENTER:** Due to COVID-19, our visit totals were down second quarter. Also, some visits were coded incorrectly in our system, which further decreased our number. Visits give staff the opportunity to know the people, work on meeting their needs and build rapport. Staff follow person-centered planning practices and strive to have people in the least restrictive environment that meet the individual's health and safety needs. Staff work closely with other departments and agencies to ensure needs are met.

### Where Do We Go From Here?

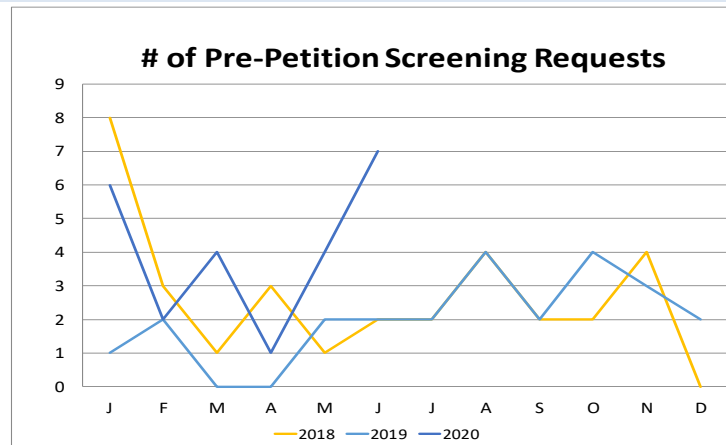
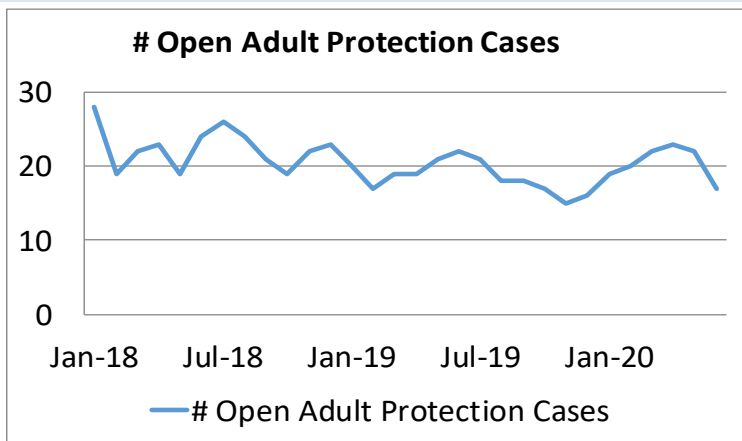
- Left:** We want to continue to make sure we are receiving referrals and community members are aware of the Home and Community Based Services available.
- Center:** Visits equal revenue, so we want to maintain visit counts. Our case managers build rapport with clients and increased visits maintains this working relationship to ensure health and safety needs are met in the least restrictive environment.
- Right:** We need to strive to be 100% compliant with completing screens in 20 days. Timely screens means timely services to the people we serve.



# Social Services Adult Protection

## Purpose/Role of Program

Counties are required by law to investigate reports of maltreatment to vulnerable adults who reside in the community, while the state investigates reports of vulnerable adults who reside in facilities. Adult Protection is funded by county, state, and federal dollars.



### Story Behind the Baseline

- **LEFT:** MN DHS issued specific guidance regarding face to face visits during Covid-19 to protect vulnerable populations by encouraging staff to use collateral sources via telephone, video and other technology in lieu of in person visits whenever possible. The state is actively working on the vulnerable adult redesign process. County data varies and is similarly reflected in state dashboard trends
- **RIGHT:** Resources for inpatient treatment continues to be scarce, particularly during Covid-19. There's been a greater number of requests for pre-petition screens from all resources and an increase in the number of commitments filed and while we suspect it may be related to COVID, we are not sure if this will continue. Staff respond to commitment requests in a timely manner which is critical to lessen the delay a client may have until they receive treatment and to ensure safety.

### Where Do We Go From Here?

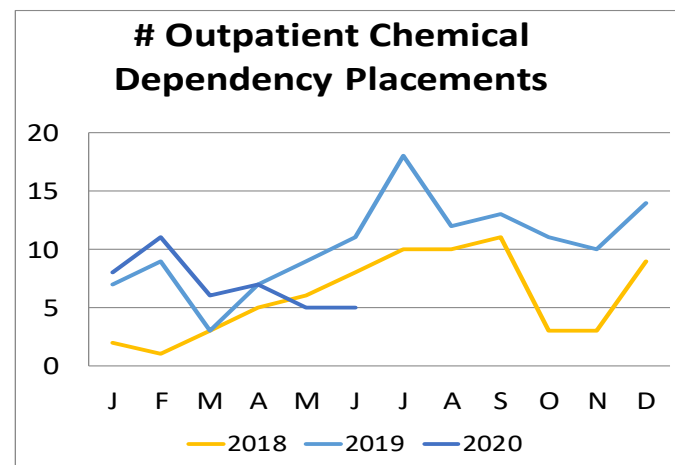
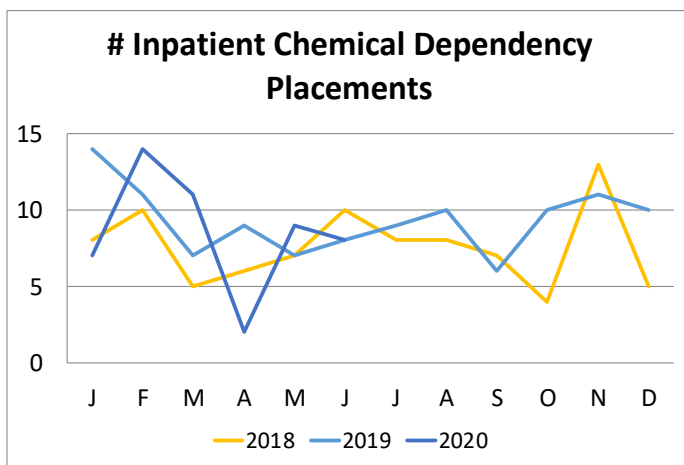
- **LEFT:** In adult protection, DHS has offered more guidance and training, so we are working on standardizing our approach to adult protection assessments.
- **CENTER:** We are utilizing more community based programs, such as the South Country Health Alliance (SCHA) Healthy Pathways program, with the hope of decreasing the need for inpatient hospitalization and residential treatment.

*\*Starting in 2020, we are tracking the # of pre-petition screening requests vs civil commitments, which better represents our work.*



### Purpose/Role of Program

Counties are required to administer the consolidated fund, which is a combined funding source for chemical dependency assessments and treatment that includes local, state and federal dollars. We conduct Rule 25 assessments to determine the client's level of treatment that is needed. The Rule 25 assessor also provides case management for a large caseload of clients who are in treatment.



### Story Behind the Baseline

- **LEFT & RIGHT:** We are seeing a large increase in methamphetamine abuse, as well as an increase in clients seeking treatment for heroin addiction. These clients tend to require longer stays in treatment and aftercare.
- Many clients seeking treatment are dual diagnosed with mental health issues. These clients often need specialized dual diagnosis treatment programs and more intensive aftercare.
- We are completing more assessments on child protection clients with highly complex issues, creating increased need for programs that are family friendly to facilitate visits, or programs where children can reside with parents.

### Where Do We Go From Here?

- **LEFT & RIGHT:** Our Rule 25 assessors are well trained in the assessment process and do a great job collaborating with county staff, probation, treatment programs, etc.



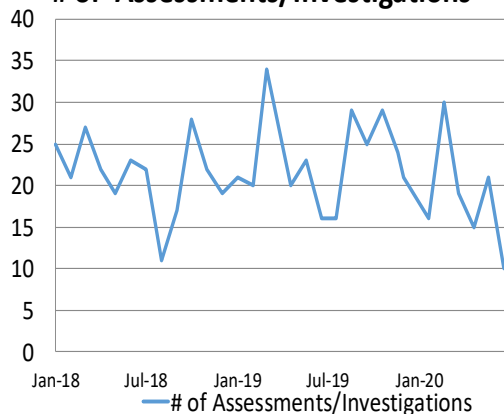


# Social Services Child Protection

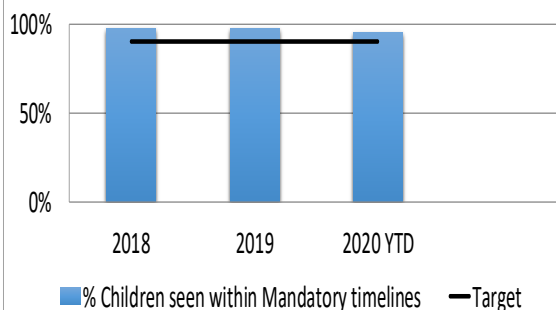
## Purpose/Role of Program

Counties are required by state law to respond to reports of child maltreatment, conduct assessments/investigations, and provide ongoing services and support to prevent future maltreatment. Child protection is funded by county, state and federal dollars.

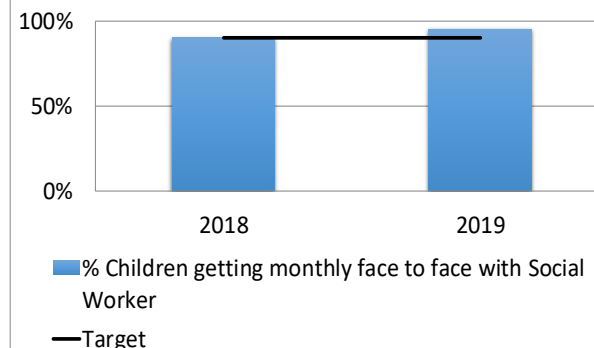
# of Assessments/Investigations



% Children Seen Within Mandatory Timelines



% Children Getting Monthly Face to Face with Social Worker



### Story Behind the Baseline

- LEFT:** The number of assessments has dropped since COVID, which is consistent with state trends. Overall the state of Minnesota has seen a 50% drop in child protection reporting, due in large part to children not being in school or having contact with family members or others who typically make child protection reports. While the number of assessments is lower than average, summer also tends to be a slower time for child protection because school is out and fewer CP reports are made.
- CENTER:** 95% of children have been seen within mandatory timelines in 2020. DHS changed requirements for face to face contact in assessments, allowing counties to use contacts made by law enforcement, or use video contacts in the majority of cases. When cases involve imminent danger, children must still be seen face to face by CP workers. Our assessment workers have been seeing some children face to face during COVID, observing social distancing, wearing masks, and often seeing children outdoors. They also make video contact at times, depending on the case and whether safety can be established without face to face contact.
- RIGHT:** We do not have current data on this measure at this time. DHS changed requirements to allow video contact with children in placement, so we are in the process of collecting that information. It is also notable that the number of children in out of home placement has risen in Goodhue County.

### Where Do We Go From Here?

- LEFT :** We anticipate that CP assessments will rise when school resumes. With the cases we already have open, we are seeing a high degree of family stress. School challenges, financial stress, mental health concerns, isolation, illness, and possible evictions add to family stress. Our priorities are to keep children safe and provide as much support as possible.
- CENTER:** Workers have been able to meet timelines despite COVID. DHS waivers have allowed more flexibility in how contact occurs, and the CP workers have been making face to face contacts when they can do so safely.
- RIGHT:** For children in placement, COVID has added the stress of visitation challenges. Supervised visitation was suspended when COVID began, and visits with numerous precautions resumed in May. Most court cases were put on hold, so this will result in a delay in permanency for some families. Workers are having more face to face visits with children in placement when feasible, but the waiver to allow video contacts remains in place.

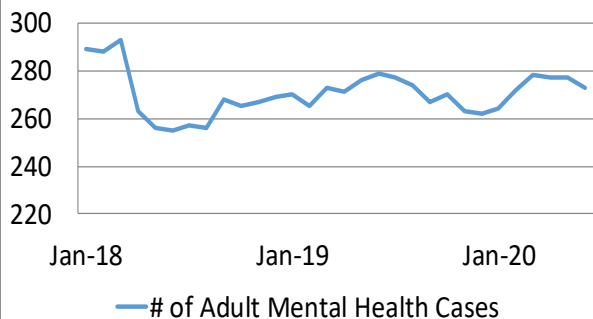




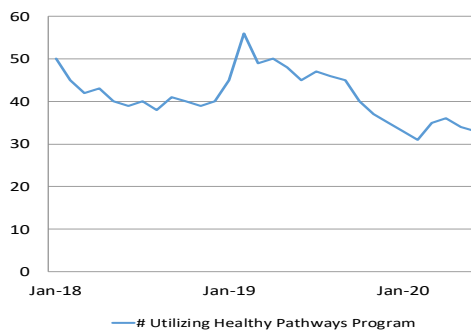
## Purpose/Role of Program

Counties are required to provide Adult Mental Health (AMH) case management to clients who meet the eligibility criteria. AMH case management is funded by a combination of county, state and federal funds, including Medical Assistance funding.

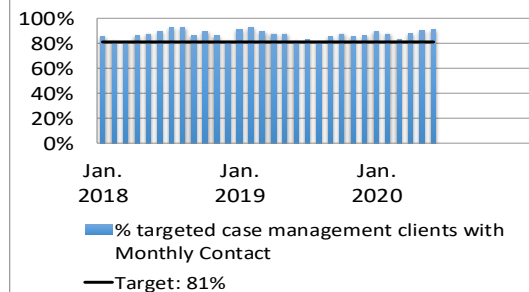
### # Adult Mental Health Cases



### # Utilizing SCHA Healthy Pathways Program



### % Targeted Case Management (TCM) Clients with Monthly Contact



## Story Behind the Baseline

- **LEFT:** Caseloads continue to be tracked with each referral. We will be experiencing changes due to a retirement and internal promotion and anticipate the arrival of two new hires. While new workers are oriented, changes in caseloads are expected. The team will be flexible about providing coverage during these transitions.
- **CENTER:** Healthy Pathways is a South Country Health Alliance (SCHA) program focusing on providing early intervention to persons exhibiting mental illness to avoid crisis (such as incarceration or civil commitment).
- **RIGHT:** With guidance from DHS, we have been able to have phone or video contact with clients and still bill for TCM due to COVID. We know that face to face contact is best so we are striving to see clients in person, safely, when possible. In June staff achieved greater than 90% targeted case management contacts and have consistently been over 85% average for the year 2020. 2020 billing for TCM is on track to be higher than previous years.

## Where Do We Go From Here?

- **LEFT, CENTER & RIGHT:** Staff ensure clients receive monthly contact which ensures quality services with prevention focus along with maximizing revenue for continued services.

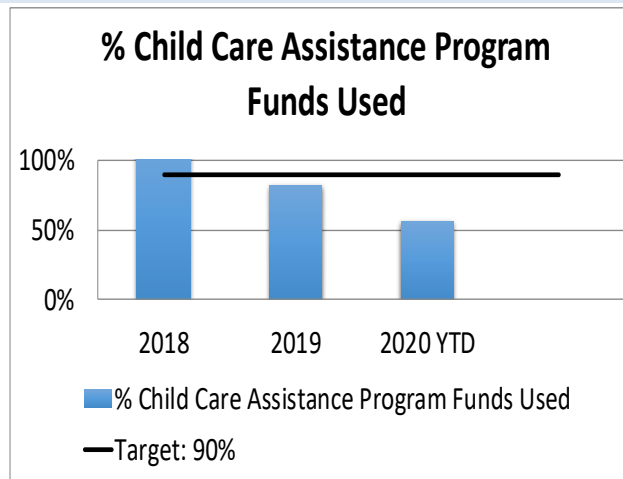
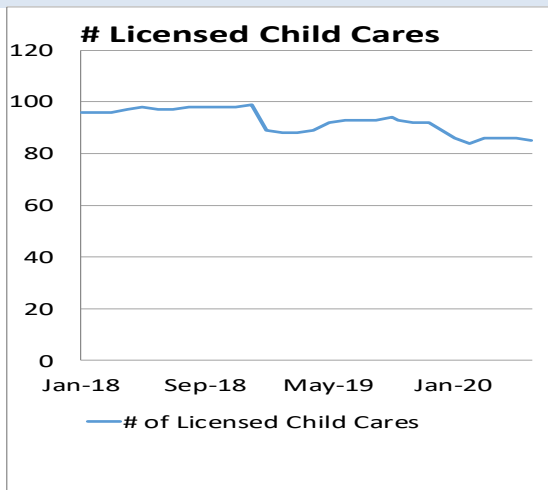


# Social Services

## Child Care Licensing and Funding

### Purpose/Role of Program

Counties are required to license private daycare homes. Counties also administer the Child Care Assistance Program (CCAP) which is a funding source for child care for low income families. Counties receive a yearly CCAP grant that is calculated based on a number of factors including population, number of families receiving public assistance, etc. The goal is for counties to spend 90-100% of their CCAP grant.



### Story Behind the Baseline

- **LEFT** : The number of child cares has remained relatively steady in 2020. The guidelines for child care licensing have changed significantly since COVID, with extensive guidance from DHS about how to support child care providers during COVID. Face to face licensing visits were not occurring from March-June, with visits gradually resuming in July.
- **RIGHT**: Our utilization is currently below our allotment. The goal is to remain between 90-100% of our allotment. We are currently adding all eligible families in to reach the allotment goal.

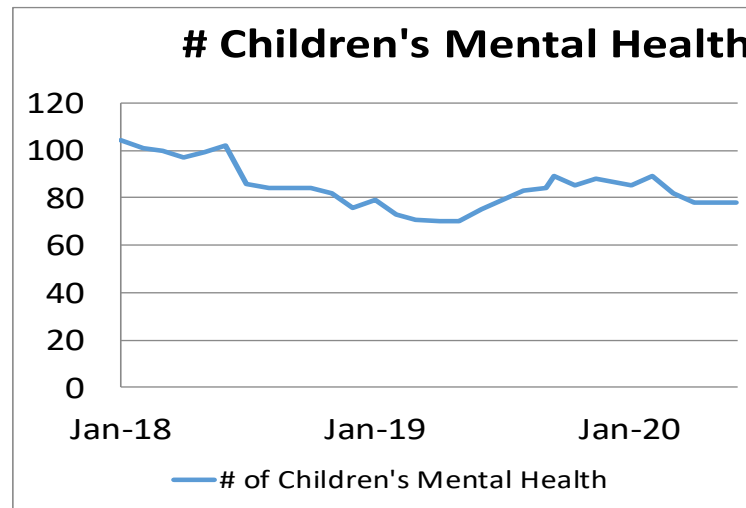
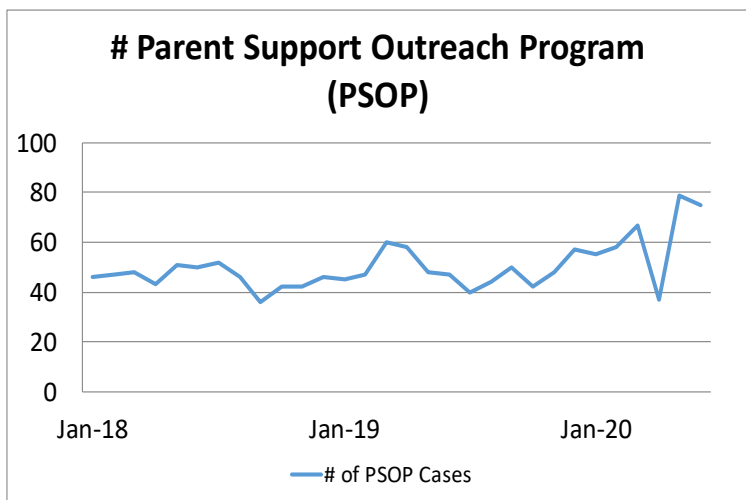
### Where Do We Go From Here?

- **LEFT & RIGHT**: The shortage of flexible child care is a major issue in most communities and is often a barrier for parents to be able to work. We will continue to discuss this concern with community partners and encourage more individuals and agencies to consider providing child care. This is a vital service to increase self sufficiency and reduce dependency on public assistance.



## Purpose/Role of Program

The Parent Support Outreach Program (PSOP) started in Goodhue County in July, 2013, and expanded under a Community Investment Grant from South Country Health Alliance. It is currently funded by a small DHS grant. Children's Mental Health case management is mandated to be provided by counties. Goodhue County contracts with Fernbrook Family Center to provide CMH services.



### Story Behind the Baseline

- **LEFT:** The Parent Support Outreach Program (PSOP) has been utilized extensively during COVID. DHS has expanded the use of PSOP, usually only available for families with children ages 10 and under, so that it can be used for children of any age if the older children are impacted by COVID. We are providing PSOP services for many families whose children have struggled to attend school.
- **RIGHT:** Fernbrook continue to provide Children's Mental Health case management. These numbers have dropped to some degree due to the difficulty of meeting with families via video, and families not wanting to engage with video services. For other families, video meetings and telehealth have been well received and helpful.

### Where Do We Go From Here?

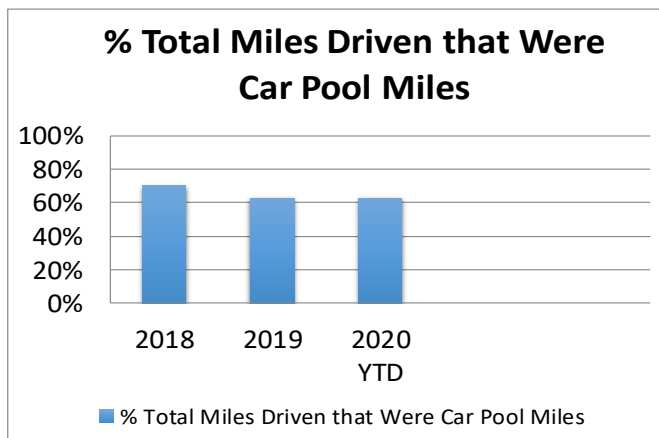
- **LEFT:** PSOP continues to be a vital service, especially during COVID. We expect to utilize PSOP extensively with families who are struggling due to COVID, and especially with children who are not fully participating in school.
- **RIGHT:** Children's Mental Health case management has been a vital service during COVID, and will continue to be as children are adjusting to new school programming. CMH case management has been provided with a combination of face to face and video contacts.



# Health & Human Services *County Cars*

## Purpose/Role of Program

All mileage is turned in whenever Goodhue County Health and Human Services staff drive for work. The cost to the county for driving a county car is lower than the rate employees are reimbursed for driving their own car. The majority, more than half, of miles driven by our HHS department are car pool miles.



### Story Behind the Baseline

**CENTER:** The HHS Department continues to use county pool cars for about 60-70% of miles travelled on county HHS business. In 2019, county car usage was slightly down, which may be because the first few months of 2019 were very snowy. Accounting staff calculate this percentage based on personal miles turned in, so the slight decrease could be explained by staff turning in personal mileage more often (not necessarily using personal cars more). Many factors determine whether someone uses a county car, including preference, demand for county cars (all checked out), what cars are available (4 wheel drive), weather, destination, needing to transport bulky items, and employee’s residence (whether it is faster to drive to a meeting than first go to Red Wing to get a car).

### Where Do We Go From Here?

- **CENTER:** We will continue to encourage staff to utilize county pool cars for county business. This is the preferred, and cost effective method for HHS county business travel.

# GOODHUE COUNTY

## 2020 COMMUNITY FLU CLINICS

Pre-registration is not required but strongly encouraged.  
For more information and the registration form go to [co.goodhue.mn.us](http://co.goodhue.mn.us)

- **OCT. 5, 2020- Pine Island**
  - Time: 3:00 - 6:30 pm
  - Location: Pine Island Cheese Factory- 100 East Center St.
- **OCT. 12, 2020- Cannon Falls**
  - Time: 5:00- 8:00 pm
  - Location: St. Ansgar's Lutheran Church- 7459 MN-19
- **OCT. 13, 2020- Goodhue**
  - Time: 4:00 -7:00 pm
  - Location: Goodhue Lions Club - 105 Broadway St.
- **OCT. 19, 2020- Zumbrota**
  - Time: 3:30- 6:00 pm
  - Location: United Redeemer Church- 560 West 3rd St.
- **OCT. 22, 2020- Kenyon**
  - Time: 3:00- 6:00 pm
  - Location: Kenyon City Fire Hall- 620 Centennial Dr.
- **NOV. 17, 2020- Red Wing**
  - Time: 3:00- 6:00 pm
  - Location- TBD

Please contact Goodhue County Health and Human Services at  
651-385-3200 for information or questions.



## Goodhue County School Flu Clinics

- Students and staff welcome.
- Details and the registration link for K-12 students can be found on your school's website.

### **Cannon Falls**

#### Cannon Falls Elementary School

October 12, 2020

- 7:15-10:15 am

#### Cannon Falls Middle/High School

October 12, 2020

- 12:30-4:00 pm

October 19, 2020

- 8:30-11:00 am

### **Goodhue**

#### Goodhue Public Schools

October 13, 2020

- 1:30-3:00 pm

### **Kenyon-Wanamingo**

#### Kenyon-Wanamingo Elementary School

October 22, 2020

- 8:00-10:30 am

#### Kenyon-Wanamingo Middle/High School

October 22, 2020

- 11:15-1:00 pm

October 26, 2020

- 11:15-1:00 pm



### **Red Wing**

#### Sunnyside Elementary School

November 10, 2020

- 8:30-10:00 am

#### Burnside Elementary School

November 17, 2020

- 9:00-10:30 am

#### Jefferson Elementary School

November 10, 2020

- 10:30-11:30 am

#### Twin Bluff Middle School

November 12, 2020

- 11:30-1:00 pm

#### Red Wing High School

November 17, 2020

- 11:15-2:15pm

#### St. John's Lutheran School

November 12, 2020

- 2:00-3:30 pm

### **Zumbrota-Mazeppa**

#### Zumbrota-Mazeppa Elementary School

October 19, 2020

- 8:30-10:30am

#### Zumbrota -Mazeppa Primary/ Middle/ High School

October 19, 2020

- 11:30-2:30pm