



# GOODHUE COUNTY MINNESOTA

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

## GOODHUE COUNTY HEALTH & HUMAN SERVICES (GCHHS) AGENDA

COUNTY BOARD ROOM  
RED WING, MN  
DECEMBER 20, 2022  
10:30 A.M.

### VIRTUAL OPTION MEETING NOTICE

The Goodhue County Health and Human Services Board will be conducting a board meeting pursuant to Minn. Stat. 13D.02 on December 20, 2022 at 10:30 a.m. in the County Board Room.

The public may attend in person or monitor the meeting from a remote site by logging into <https://meet.goto.com/574406701> or calling 1 877 309 2073 OR 1 646 749 3129 any time during the meeting. Access Code: 574 406 701

1. CALL TO ORDER
2. REVIEW AND APPROVE BOARD MEETING AGENDA:
3. REVIEW AND APPROVE PREVIOUS BOARD MINUTES

Documents:

[NOVEMBER 2022 HHS BOARD MINUTES.PDF](#)

4. New, Promoted & Transferred Employee Introductions
5. REVIEW AND APPROVE THE FOLLOWING ITEMS ON THE CONSENT AGENDA:

- a. Child Care Licensure Approvals

Documents:

[CHILD CARE APPROVALS.PDF](#)

- b. Strong Foundations Grant Agreement

Documents:

[STRONG FOUNDATIONS GRANT.PDF](#)

c. GCHHS Annual Renewed Contracts

Documents:

[GCHHS ANNUAL RENEWED CONTRACTS.PDF](#)

d. SNAP - Workforce Development Contract

Documents:

[SNAP CONTRACT.PDF](#)

e. Community Support Grant Agreement

Documents:

[COMMUNITY SUPPORT PROGRAM GRANT.PDF](#)

f. HHS Director Annual Performance Evaluation

Documents:

[HHS DIRECTOR EVAL MEMO 2022.PDF](#)

g. Employee Transfer Request

Documents:

[EMPLOYEE TRANSFER REQUEST.PDF](#)

6. ACTION ITEMS:

a. Accounts Payable

Documents:

[NOVEMBER ACCOUNTS PAYABLE.PDF](#)

7. INFORMATIONAL ITEMS:

a. 2020- 2025 HHS Strategic Plan Update  
Ruth Greenslade

Documents:

[STRATEGIC PLAN UPDATE.PDF](#)

8. FYI-MONTHLY REPORTS:

a. Child Protection Report

Documents:

[CHILD PROTECTION REPORT.PDF](#)

b. HHS Staffing Report

Documents:

[HHS STAFFING REPORT.PDF](#)

c. 12/14/2022 County, City, Tribal And State Health And Human Services  
Worker Day Proclamation

Documents:

[COUNTY CITY TRIBAL AND STATE HEALTH AND HUMAN SERVICES  
WORKER DAY PROCLAMATION.PDF](#)

9. ANNOUNCEMENTS/COMMENTS:

10. ADJOURN

a. Next Meeting Will Be January 17, 2023

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

**GOODHUE COUNTY  
HEALTH & HUMAN SERVICES BOARD MEETING  
MINUTES OF NOVEMBER 15, 2022**

The Goodhue County Health and Human Services Board convened their regularly scheduled meeting at 10:49 A.M., Tuesday, November 15, 2022, in the Goodhue County Board Room and online via GoToMeeting.

Brad Anderson, Linda Flanders, Todd Greseth, Susan Johnson, Susan Betcher, Nina Pagel, and Jason Majerus

**STAFF AND OTHERS PRESENT:**

Nina Arneson, Kris Johnson, Mike Zorn, Lisa Woodford, Kayla Matter, Katie Bystrom, Lisa Hanni, and Leota Lind

**AGENDA:**

On a motion by B. Anderson and seconded by J. Majerus, the Board approved the November 15, 2022, Agenda.

**MEETING MINUTES:**

On a motion by S. Johnson and seconded by J. Majerus, the Board approved the Minutes of the H&HS Board Meeting on October 18, 2022.

**CONSENT AGENDA:**

On a motion by J. Majerus and seconded by S. Johnson, the Board approved all items on the consent agenda.

**ACTION ITEMS:**

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

**INFORMATIONAL ITEMS:**

SCHA Update presented by Leota Lind, CEO  
HHS 2020 MN County Human Services Cost Report by Kayla Matter and Mike Zorn

Goodhue County Health & Human Services Board  
Meeting Minutes of November 15, 2022

FYI & REPORTS:

Child Protection Report  
HHS Staffing Report  
HHS Quarterly Trend Report  
DHS Goodhue County Adult Protection & Child Support Performance Report

ANNOUNCEMENTS/COMMENTS:

ADJOURN:

On a motion by B. Anderson and seconded by S. Betcher, the Board approved adjournment of this session of the Health & Human Services Board Meeting at or around 11:52 am.

DRAFT

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



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	December 20, 2022	<b>Staff Lead:</b>	Katie Bystrom
<b>Consent Agenda:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Attachments:</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Action Requested:</b>	Approve Child Care Licensure Actions		

**BACKGROUND:**

**Child Care Relicensures:**

- Teresa Lodermeier      Zumbrota
- Sara Bauer                Zumbrota
- Natasaporn Post        Zumbrota
- Shannon Zielsdorf      Zumbrota

**Child Care Licensures:**

- Kelsey Strauss            Goodhue

Number of Licensed Family Child Care Homes: 66

**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>	December 20, 2022	<b>Staff Lead:</b>	Brooke Hawkenson
<b>Consent Agenda:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Attachments:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Action Requested:</b>	Approve the Strong Foundations Evidence Based Family Home Visiting Grant		

**BACKGROUND:**

Goodhue County along with Rice, Doge-Steele, Freeborn, Wabasha, Winona, Houston, and Fillmore counties are collaborating to bring Evidence Base Home Visiting services to our region, known as Healthy Families of SE MN. Our 9 county collaborative received a grant from the state of Minnesota to implement an evidence based service model May of 2018 and have received a second round of funding for an additional 5 year grant period. We currently use the Healthy Families of America model to provide our evidence based services. With our new round of funding, we will transition over to the Maternal Early Childhood Sustained Home Visiting (MECSH). This is also an evidence-based model for Home Visiting. Our collaborative site has transitioned 6 counties to this new model. Transitioning Goodhue and Wabasha Counties to this new model with further align us with our site as well as the Minnesota Department of Health. We feel we will be able to serve more families under this model as fidelity requirements are not as rigorous yet still have the advantages of being an evidence based program. The purpose of Evidence Based Family home visiting continues to be to offer more intense family home visiting to families in need. This model is aimed at preventing child abuse and neglect and giving parents resources and skills they need to have a healthy family unit.

**RECOMMENDATION:**

HHS recommends approval of the Strong Foundations Evidence Based Family Home Visiting grant.

# Minnesota Department of Health

## Grant Project Agreement Cover Sheet

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

**ATTACHMENT:** Grant Project Agreement

**CONTACT FOR MDH:** Leah Hegg, 651-201-5695, [health.fhvgrants@state.mn.us](mailto:health.fhvgrants@state.mn.us)

Grantee SWIFT Information	Grant Project Agreement Information	Program & Funding Information
<b>Name of MDH Grantee:</b> Goodhue County Health and Human Services	<b>Grant Project Agreement Number:</b> 210898	<b>MDH Program Name:</b> Family Home Visiting Strong Foundations
<b>Grantee SWIFT Vendor Number:</b> 0000197327 <b>SWIFT Vendor Location Code:</b> 001	<b>Effective Date:</b> 1/1/2023, OR the date all signatures are collected and the agreement is fully executed, whichever is later.  <b>Expiration Date:</b> 12/31/2027	<b>Total Grant Funds will be determined through award letters sent separately from this agreement.</b>

### Notice to Grantee about Federal Funds

You have received a sub-award of federal financial assistance from MDH. Information about the sub-award is being shared with you per [2 CFR § 200.332](#). Please keep a copy of this cover sheet with the grant project agreement.

Grantee <a href="#">Unique Entity Identifier</a> (UEI) Name and Number	<b>UEI Name:</b> Goodhue, County of <b>UEI Number:</b> EUJSNVR85T71
Grantee's Approved Indirect Cost Rate for the Grant	10%
Is this award for Research and Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Description	To provide quality evidence-based home visiting services to improve health and developmental outcome for children and families in the selected at-risk communities.
Name of Federal Awarding Agency	Health Resources and Services Administration (HRSA)
<a href="#">Assistance Listing Name and Number</a> (formerly <i>Catalog of Federal Domestic Assistance</i> , "CFDA")	<b>Assistance Listing Name:</b> Maternal, Infant and Early Childhood Home Visiting Grant Program <b>Assistance Listing Number:</b> 93.870
Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number	X1043589
Federal Award Date (Date MDH received federal grant)	9/7/2021
Total Amount of Federal Award Received by MDH	8827460
Amount of funding from this federal award MDH is issuing to Grantee:	\$0.00

REQ: 7066



# Minnesota Department of Health

## Grant Project Agreement

This Grant Project Agreement, and amendments and supplements, is between the State of Minnesota, acting through its Commissioner of Health (“MDH”) and Goodhue County Health and Human Services, an independent organization, not an employee of the State of Minnesota, address 426 West Avenue, Red Wing, MN 55066, (“Grantee”).

### Recitals

1. MDH is empowered to enter into this grant project agreement under Minn. Stat. §§ [144.05](#) and [144.0742](#);
2. MDH and Grantee have entered into Master Grant Contract number 12-700-00074 (“Master Grant Contract”) effective January 1, 2020 or subsequent Master Grant Contracts and amendments and supplements thereto;
3. Grantee represents that it is duly qualified and willing to perform the activities described in accordance with the terms of this grant project agreement. Pursuant to [Minn. Stat. § 16B.98](#), subd. 1, Grantee agrees to minimize administrative costs as a condition of this grant project agreement.

### Grant Project Agreement

NOW, THEREFORE, it is agreed:

#### 1. Incorporation of Master Grant Contract

All terms and conditions of the Master Grant Contract are hereby incorporated by reference into this grant project agreement.

#### 2. Term of Agreement

##### 2.1. *Effective date*

[January 1, 2023], or the date MDH obtains all required signatures under [Minn. Stat. § 16B.98](#), subd. 5(a), whichever is later. Per [Minn. Stat. § 16B.98](#), subd. 7, no payments will be made to the Grantee until this grant project agreement is fully executed. Grantee must not begin work until this grant project agreement is fully executed and MDH’s Authorized Representative has notified Grantee that work may commence.

##### 2.2. *Expiration date*

[December 31, 2027], or until all obligations have been fulfilled to the satisfaction of MDH, 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.

#### 3. Activities

##### 3.1. *MDH’s Activities*

MDH activities, in accordance with the Minnesota Department of Administration's Office of Grants Management's policies and federal regulations, may include but are not limited to

financial reconciliations, site visits, programmatic monitoring of activities performed, and grant activity evaluation.

3.2. *Grantee's Activities*

Grantee, who is not a state employee, shall conduct the activities specified in Exhibit A and Exhibit B, which are attached and incorporated into this grant agreement.

4. **Award and Payment**

MDH will award funds to Grantee for all activities performed in accordance with this grant project agreement.

4.1. *Grant Award*

Reimbursement will be in accordance with the agreed-upon budget contained in Exhibit C, which is attached and incorporated into this grant agreement.

4.2. *Budget Modifications*

Grantee may modify any line item in the most recently agreed-upon budget by up to 10 percent without prior written approval from MDH. Grantee must notify MDH of any modifications up to 10 percent in writing no later than the next invoice. Grantee must obtain prior written approval from MDH for line-item modifications greater than 10 percent. Grantee's failure to obtain MDH's prior approval may result in denial of modification request, loss of funds, or both. The total obligation of MDH for all compensation and reimbursements to Grantee shall not exceed the total obligation listed under "Total Obligation."

4.3. *Total Obligation*

The total obligation of MDH for all compensation and reimbursements to Grantee under this grant project agreement will not exceed [the amount established in written award letters]

4.4. *Terms of Payment*

4.4.1. *Invoices*

MDH will promptly pay Grantee after Grantee presents an itemized invoice for the activities actually performed and MDH's Authorized Representative accepts the invoiced activities. Invoices must be submitted at least quarterly or according to a schedule agreed upon by the Parties. The final invoice is due 30 calendar days after the expiration date of the grant agreement.

4.4.2. *Federal Funds*

Payments under this grant project agreement will be made from federal funds obtained by MDH through [Title V, Section 511 (42 U.S.C. §711), Assistance Listing (formerly known as CFDA) number 93.870 of the Social Security Act, including public law and all amendments. The Notice of Grant Award (NGA) number is 1 X10MC43589-01-00]. Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5. **Conditions of Payment**

All activities performed by Grantee pursuant to this grant agreement must be performed in accordance with the terms of this grant agreement, as determined in the sole discretion of MDH's Authorized Representative. Furthermore, all activities performed by Grantee must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.

MDH will not pay Grantee for work that MDH determines is noncompliant with the terms and conditions of this grant agreement or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

## 6. Ownership of Equipment and Supplies

6.1. **Equipment.** "Equipment" is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000. MDH shall have the right to require transfer of all Equipment purchased with grant funds (including title) to MDH or to an eligible non-State party named by MDH. MDH may require the transfer of Equipment if the grant program is transferred to another grantee. At the end of this grant agreement, grantee must contact MDH's Authorized Representative for further instruction regarding the disposition of Equipment.

6.2. **Supplies.** "Supplies" is defined as all tangible personal property other than those described in the definition of Equipment. Grantee must notify MDH's Authorized Representative regarding any remaining Supplies with an aggregate market value of \$5,000 or more for further instruction regarding the disposition of those Supplies. For the purpose of this section, Supplies includes but is not limited to computers and incentives.

## 7. Authorized Representatives

### 7.1. *MDH's Authorized Representative*

MDH's Authorized Representative for purposes of administering this grant project agreement is Noya Woodrich, Director, Child and Family Health Division, PO Box 64975, St. Paul, MN 55164, 651-201-3594, [noya.woodrich@state.mn.us](mailto:noya.woodrich@state.mn.us), or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the activities performed under this grant project agreement. If the activities performed are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

### 7.2. *Grantee's Authorized Representative*

Grantee's Authorized Representative is Nina Arneson, CHS Administrator, 426 West Avenue, Red Wing, MN 55066, 651-385-6115, [nina.arneson@co.goodhue.mn.us](mailto:nina.arneson@co.goodhue.mn.us), or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If Grantee selects a new Authorized Representative at any time during this grant project agreement, Grantee must immediately notify MDH's Authorized Representative.

## 8. Termination

### 8.1. *Termination by the MDH or Grantee*

MDH or Grantee may cancel this grant project agreement at any time, with or without cause, upon 30 days written notice (e.g., by mail, email, or both) to the other party.

### 8.2. *Termination for Cause*

If Grantee fails to comply with the provisions of this grant project agreement, MDH may terminate this grant project agreement without prejudice to the right of MDH to recover any money previously paid. The termination shall be effective five business days after written notice (e.g., mail, email or both) of termination to Grantee.

### 8.3. *Termination for Insufficient Funding*

MDH may immediately terminate this grant project agreement 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 work scope covered in this grant project agreement. Termination must be by written notice to Grantee; e.g., mail, email, or both. MDH is not obligated to pay for any work performed after notice and effective date of the termination. However, Grantee will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed to the extent that funds are available. MDH will not be assessed any penalty if this grant project agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MDH must provide the Grantee notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

### 9. **Publicity**

Any publicity given to the program, publications, or activities performed resulting from this grant agreement, including but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Grantee or its employees individually or jointly with others, or any subgrantees, must identify MDH as the sponsoring agency. If publicity is not specifically authorized under this grant agreement, Grantee must obtain prior written approval from MDH's Authorized Representative. As federal funding is being used for this grant project agreement, the federal program must also be recognized.

### 10. **Clerical Error**

Notwithstanding Clause "Assignment, Amendments, Waiver, and Grant Agreement Complete" of this grant agreement, MDH reserves the right to unilaterally fix clerical errors, defined as misspellings, minor grammatical or typographical mistakes or omissions, that do not have a substantive impact on the terms of the Grant Agreement without executing an amendment. MDH must inform Grantee of clerical errors that have been fixed pursuant to this paragraph within a reasonable period of time.

### 11. **Telecommunications Certification**

By signing this agreement, Grantee certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, [Pub. L. 115-232](#) (Aug. 13, 2018), and [2 CFR § 200.216](#), Grantee will not use any funding covered by this grant agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Grantee will include this certification as a flow down clause in any contract related to this grant agreement.

### 12. **Voter Registration Services Requirement**

If this grant agreement will disburse any state funds (as indicated on the Award Cover Sheet); AND Grantee is a local unit of government, city, county, township, or non-profit organization, then Grantee is required to comply with [Minn. Stat. § 201.162](#) by providing voter registration services for its employees and for the public served by the grantee.

[Signatures on following page]

## APPROVED:

### 1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

Signature: Charlotte Paulson Digitally signed by Charlotte Paulson  
Date: 2022.11.09 11:29:33 -06'00'

SWIFT Contract & Initial PO: 210898

### 2. Grantee

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

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

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

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

### 1. Minnesota Department of Health

Grant agreement approval and certification that State funds have been encumbered as required by Minn. Stat. §§ [16A.15](#) and [16C.05](#).

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

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

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

Distribution:

All parties on the DocuSign envelope will receive a copy of the fully executed grant agreement.

## Exhibit A – Strong Foundations: Evidence-Based Family Home Visiting Grantee’s Activities

Grantee shall:

- A. Provide Evidence-Based Family Home Visiting Services according to the GRANTEE’S Strong Foundations finalized and Minnesota Department of Health (MDH) approved workplans and budgets, which are hereby made a part of this agreement. Period of award is January 1, 2023, to December 31, 2027.
- B. Submit a yearly work plan which once approved by MDH becomes incorporated into this grant agreement. The work plan should be in the format provided by MDH that includes activities and events identified below. The work plan shall be submitted by November 30th of each calendar year or as indicated by MDH.
- C. Submit an annual budget, which once approved by MDH Family Home Visiting (FHV), will become incorporated into this grant agreement. The budget narrative will be in the format provided by MDH FHV for the subsequent budget year. Funding will be determined annually by MDH based on availability of state and federal funding. The budget shall be submitted to MDH by July 31, and revisions, if required by MDH, shall be submitted by August 30th. Award letters will be sent to local agency coordinators and directors by September 30th or earlier if available. Yearly budget time periods are from January 1 to December 31 each year.
- D. In the event that new funding is available related to and supporting evidence-based family home visiting services, grantees will have opportunities to respond to additional applications. If awarded, MDH and GRANTEE will work together to finalize additional supportive workplans and budgets to distribute this funding, and these will become incorporated into this grant agreement. GRANTEE will be notified of additional funding through similar process identified above.
- E. Deliver home visiting services to families within GRANTEE’S service area with fidelity to the GRANTEE’S selected evidence-based home visiting model(s).
- F. Ensure that families’ participation in home visiting services is voluntary. Court-ordered or mandatory required participation is not allowed under any circumstances.
- G. If GRANTEE is a sustaining evidence-based home visiting program, GRANTEE must achieve a minimum of 85 percent of GRANTEE’S target caseload of families by the end of the first 12-month budget period and maintain this percent throughout the remaining grant period. If GRANTEE is below 85 percent of their target caseload at the end of the first year of the grant award or during the remaining grant period, MDH may adjust GRANTEE’S target caseload and funding in subsequent budget years.
- H. If GRANTEE is a start-up FHV program, GRANTEE must achieve a minimum of 60 percent of GRANTEE’S target caseload of families by the end of the first 12-month budget period and 85% by end of the second year (24 months after award). If GRANTEE is below 85% of their target caseload at the end of the second year of the grant award or during the remaining grant period, MDH may adjust GRANTEE’S target caseload and funding in subsequent budget years.

- I. Implement continuous quality improvement tools and strategies to improve practices and meet goals. GRANTEE will/must develop procedures for ensuring that family participation and voice inform program improvement.
- J. Create a clear plan for staff hiring, training, consistent application of and compliance with state and evidence-based home visiting model programmatic expectations, and continuous measurement and review of performance at all levels of service delivery.
- K. If a waitlist becomes necessary, GRANTEE must develop appropriate protocols for servicing waitlist families until they are enrolled.
- L. Implement a variety of recruitment strategies to reach and maintain program capacity.
- M. Offer flexible hours of operation that meet the needs of families living within their region. This may also include the use of telehealth if evidence-based home visiting model(s) or funding requirements allow it. GRANTEE will be expected to stay up to date on telehealth requirements of model and any 3rd party billing requirements.
- N. Establish detailed protocols for evidence-based home visiting model eligibility and enrollment to ensure a seamless experience for parents and families. This also includes timely referral procedures to ensure there are links for families to the appropriate services based on need. This includes the use of community partnerships and collaborations.
- O. Create and maintain a referral source network for incoming referrals to the program and perform outreach to recruit families into home visiting services. This includes active recruitment in places such as hospitals, doctor's offices, family health centers, food shelves, schools and local colleges, and community centers. GRANTEE is encouraged to utilize creative marketing to destigmatize parents to home visiting and to build trust directly with families.
- P. Increase staff capacity to deliver culturally responsive and trauma-informed services, and ability to provide equitable services to priority populations.
- Q. Develop and implement a plan for reflective practice supervision and support for home visitors.
- R. Attend and participate in evidence-based home visiting model and state Communities of Practice.
- S. Provide family-centered home visiting support that reflects the needs of the family. GRANTEE will be required to assess families for the following risk factors: depression, intimate partner violence, child development (including social-emotional) and parent-child interaction. GRANTEE must implement protocols for assessing these risk factors, including specific assessment tools where culturally appropriate. These protocols should also include additional screening requirements of their prescribed evidence-based model.
- T. Attend and participate in meetings, check-in calls, and site visits with MDH to monitor progress. MDH will schedule a minimum of two check-in calls per year with GRANTEE to review programmatic progress, model fidelity, financial performance, and program evaluation.



- U. Submit timely invoices, program, and data reports to MDH, as specified in the most recent edition of the Family Home Visiting Reporting Requirements posted on the MDH website.
- V. If GRANTEE receives Maternal, Infant, Early Childhood Home Visiting (MIECHV) funding, indicated in award letters, GRANTEE will participate in activities required by the federal Health Resources and Services Administration (HRSA), including performance measurement, and reporting required for the Home Visiting Budget Assistance Tool (HV-BAT).
- W. Meet all financial requirements outlined in the most recent version of the FHV Financial Guidance posted on the MDH website, including maintaining separate accounting/cost centers for State and Federal funding using generally accepted accounting practices.
- X. Reimburse MDH for payments previously paid to the GRANTEE pursuant to Clause 4 of this grant agreement for costs found to be in excess of the GRANTEE's written grant letters; for costs deemed to be improper, unallowable, or undocumented as the result of an audit, review or other examination; and for the cashed value of any incentive gift cards which may be stolen from or lost by the GRANTEE or issued by the GRANTEE to persons other than Strong Foundations evidence-based home visiting participants or their authorized proxies.
- Y. If GRANTEE employs Minnesota Health Care Programs (MHCP) enrolled providers, GRANTEE must seek third party reimbursement for covered services provided to Medicaid-enrolled families through the home visiting program. Third party reimbursement generated by grant supported activities must go back into the GRANTEE'S evidence-based home visiting program, may be used for allowable costs only, and must be reported to MDH in a manner specified by MDH.
- Z. Provide MDH with program evaluation data according to the schedules and standards specified by MDH. GRANTEE will submit program evaluation data to MDH's home visiting data system, Information for Home Visiting Evaluation (hereinafter IHVE), unless GRANTEE is a Tribal Nation that has chosen to submit evaluation data to MDH using reports submitted to the developer of their selected evidence-based model.
- AA. If required to submit program evaluation data to IHVE, GRANTEE must establish a process that asks clients for their written informed consent to release their individual level data to MDH, in accordance with the FHV Informed Consent Guidance posted on the MDH website. GRANTEE must inform clients that their decision to grant or refuse consent will not impact the client's family's access to services. GRANTEE should inform clients that they may withdraw consent for release of data to MDH at any time, and that withdrawal of consent will not affect any data that has already been released to MDH.
- BB. When submitting program evaluation data to IHVE, GRANTEE will release client data according to the level of informed consent given by the client.
- CC. Report aggregate data to MDH on clients served by the home visiting program that do not grant informed consent to release any individual level data to MDH, according to the schedules and standards specified by MDH.
- DD. If submitting data to IHVE, ensure GRANTEE staff collect and enter data into IHVE-compatible data entry forms in the software selected by GRANTEE for this purpose. GRANTEE will ensure that data



submitted to IHVE is timely, accurate, and complete. GRANTEE will correct data quality issues as required by MDH.

1. If using electronic health record or case management software to submit data to IHVE, GRANTEE must obtain training and technical assistance on data entry and submission from their software vendor.
2. If using MDH-hosted IHVE data entry forms in REDCap (or subsequent state replacement), MDH will provide training and technical assistance to GRANTEE on data entry and submission to IHVE.

EE. GRANTEE may use grant funds to purchase incentive instruments in order to aid in meeting the goals and objectives of the grant agreement. GRANTEES using incentive instruments must have written effective policies and procedures on file with MDH before purchasing any incentive instruments. GRANTEE is required to safeguard, monitor, and track incentive instruments. MDH reserves the right to inspect and review incentive instruments purchased and distributed, and related documents, as part of its monitoring oversight. Any incentives not supported by documentation will be considered an unallowable expense.

## Exhibit B – Strong Foundations: Evidence-Based Family Home Visiting Grantee’s Work Plan

<b>Exhibit B - Work Plan Timeline</b>					
#	Goal/Objective/Activity	Staff Person(s) Responsible	Start Date	MDH Check- in Review mid-year	Completion Date
	<b>01/01/2023 - 12/31/2023</b>				
1	<b>Goal: Increase access to evidence-based home visiting services.</b>				
1.1	<i>Objective: By September 2023, identify referral sources to strengthen and maintain the referral source network for incoming referrals to the program.</i>	Brooke Hawkenson, Family Health Supervisor	1/1/2023		9/30/2023
1.1.1	Activity: Continue to regularly connect with community organizations such as Mayo Clinic Health Systems, WIC, South Country Health Alliance (SCHA), First Choice Clinic, Social Services, etc. to inform them of the home visiting program and the benefits to families.	Brooke Hawkenson/Home Visiting Staff	1/1/2023		12/31/2023
1.1.2	Activity: On a quarterly basis, review referral sources and referrals into home visiting program and make improvement plan as needed.	Brooke Hawkenson	1/1/2023		9/30/2023
1.1.3	Activity: Implement a Family Health social media campaign, including updating the county website, brochures, Facebook posts, and creating a video about home visiting.	Brooke Hawkenson/Home Visiting Staff	1/1/2023		12/31/2023

1.2	<i>Objective: By September 30, 2023, at least 20% or more of families will be recruited into home visiting services during the prenatal period.</i>	Brooke Hawkenson	1/1/2023		9/30/2023
1.2.1	Activity: Develop outreach plan to reach eligible families during the prenatal period.	Brooke Hawkenson/Home Visiting Staff	1/1/2023		9/30/2023
1.2.2	Activity: Utilize family home visiting staff and Southeast Minnesota Family Home Visiting Partnership Advisory Committee input to evaluate and provide feedback related to prenatal outreach, referrals and family engagement. *	Brooke Hawkenson/Home Visiting Staff/ Southeast Minnesota Family Home Visiting Partnership Advisory Committee	1/1/2023		9/30/2023
1.2.3	Activity: Complete quality improvement work such as family surveys as needed	Brooke Hawkenson	1/1/2023		12/31/2023
1.3	<i>Objective: By September 30th, 2023, achieve at least 85% of Target Caseload.</i>	Brooke Hawkenson	1/1/2023		9/30/2023
1.3.1	Activity: Monitor plan for recruitment and retention of families. (85% of target caseload of 20 is 17 families)	Brooke Hawkenson/Krista Middlebrooks, Southeast Minnesota Family Home Visiting Partnership Program Manager	1/1/2023		9/30/2023

1.3.2	Activity: On a quarterly basis, work with MDH staff to identify successes and challenges in recruitment and retention to meet target caseload.	Brooke Hawkenson/Krista Middlebrooks, Southeast Minnesota Family Home Visiting Partnership Program Manager	1/1/2023		12/31/2023
1.4	Objective: By December 31, 2023, assure culturally and linguistically appropriate services to priority populations.	Brooke Hawkenson	1/1/2023		12/31/2023
1.4.1	Activity: Assess agency's status on services and materials for cultural and linguistic appropriateness.	Brooke Hawkenson/Home Visiting Staff/Goodhue County Equity Committee	1/1/2023		6/30/2023
1.4.2	Activity: Work with Agency's equity committee to update materials and service delivery to be culturally competent and increase accessibility to services.	Brooke Hawkenson/Home Visiting Staff	1/1/2023		12/31/2023
1.4.3	Activity: Home Visiting staff attend at least one cultural competency training annually.	Home Visiting Staff	1/1/2023		12/31/2023
<b>2</b>	<b><i>Goal: Increase infrastructure to support staff to provide evidence-based home visiting services with model fidelity.</i></b>				
2.1	<b><i><u>If you are eligible for 3rd party billing</u></i></b> <i>Objective: By December 31, 2023, 3rd party reimbursement revenue for home visiting services should be sustaining 20% of program costs.</i>	Kayla Matter, Accounting Supervisor	1/1/2023		12/31/2023

2.1.1	Activity: Family Health Supervisor works with local finance staff to establish billing procedures for evidence-based home visiting services.	Brooke Hawkenson/Home Visiting Staff/Kayla Matter, Accounting Supervisor	1/1/2023		12/31/2023
2.1.2	Continue to review and address any errors or missed reimbursement options and seek technical assistance from MDH or Department of Human Services (DHS) for medical assistance reimbursement challenges.	Kayla Matter, Accounting Supervisor	1/1/2023		12/31/2023
2.2	<i>Objective: By June 2023, develop and implement a plan for how reflective practice support will be provided for supervisors, and home visitors throughout the grant period.</i>	Brooke Hawkenson	1/1/2023		6/30/2023
2.2.1	Continue to provide financial support and staffing support so that reflective practice and supervision meets model recommendations.	Brooke Hawkenson	1/1/2023		12/31/2023
2.2.2	Ensure Supervisor has access to monthly supervision from immediate supervisor (Kris Johnson) and group or individual reflective supervision (provided locally by Kris Johnson IMH-E level II; offered regionally by Teya Dahle, IMH-E, Level IV). *	Brooke Hawkenson	1/1/2023		12/31/2023
2.2.3	Activity: FHV Supervisor to attend reflective practice training.	Brooke Hawkenson	1/1/2023		12/31/2023

2.3	<i>Objective: From January 1, 2023 to December 31, 2023 be in good standing with model developer. *</i>	Krista Middlebrooks, Southeast Minnesota Family Home Visiting Partnership Program Manager	1/1/2023		12/31/2023
2.3.1	Activity: Attend MDH or model developer trainings and Community of Practice.	Brooke Hawkenson/Home Visiting Staff	1/1/2023		12/31/2023
2.3.2	Activity: All staff receive required model training and other core trainings including ASQ and selected parent-child interaction tool (PICCOLO).	Brooke Hawkenson	1/1/2023		12/31/2023
2.4	<i>Objective: By June 2023, local Advisory Committee will have 4 quarterly meetings to provide regular guidance for program implementation. *</i>	Krista Middlebrooks, Southeast Minnesota Family Home Visiting Partnership Program Manager	1/1/2023		12/31/2023
2.4.1	Activity: Annually recruit for diverse membership on Advisory Committee and provide orientation. *	Krista Middlebrooks, Southeast Minnesota Family Home Visiting Partnership Program Manager	1/1/2021		12/31/2023
2.4.2	Activity: Advisory Committee will review program updates and outcome data and provide guidance to supervisors. *	Krista Middlebrooks, Southeast Minnesota Family Home Visiting Partnership Program Manager/Southeast Minnesota Family Home	1/1/2023		12/31/2023

		Visiting Partnership Program Manager Advisory Committee			
2.5	<i>Objective: Grant Agreement Compliance</i>	Brooke Hawkenson	1/1/2023		12/31/2023
2.5.1	Activity: Submit timely and accurate submissions to MDH including quarterly progress reports, invoices and budget modifications	Brooke Hawkenson/Krista Middlebrooks, Southeast Minnesota Family Home Visiting Partnership Program Manager	1/1/2023		12/31/2023
<b>3</b>	<b>Participate in MDH Evaluation and continuous quality improvement activities to enhance home visiting services.</b>				
3.1	<i>Objective: Throughout the grant period collect and submit evaluation data to MDH according to prescribed methods and processes.</i>	Brooke Hawkenson	1/1/2023		12/31/2023
3.1.1	Activity: Provide a copy of the consent form used to document participants' written informed consent to release data to the State of Minnesota to MDH by 1/30/2023.	Brooke Hawkenson	1/1/2023		1/30/2023
3.1.2	Activity: Goal to enter home visiting data into the selected system for evaluation data within 7 business days of each home visit to assure timely and accurate data entry.	Home Visiting Staff	1/1/2023		12/31/2023

3.1.3	Activity: Within 10 business days of notification by MDH, address data quality issues as requested or communicate an alternative plan to fix quality issues.	Brooke Hawkenson	1/1/2023		12/31/2023
3.1.4	Activity: If grantee is a Tribal Nation opting to submit model developer forms, attend an evaluation planning meeting with MDH by 2/1/2023 to establish forms to be submitted and processes for data submission.	N/A	N/A		N/A
3.2	Objective: Implement continuous improvement tools and strategies to improve practice and meet goals	Brooke Hawkenson	1/1/2023		12/31/2023
3.2.1	Activity: Review MDH, model and local data reports on a quarterly basis to find opportunities for growth or quality improvement.	Brooke Hawkenson/Krista Middlebrooks, Southeast Minnesota Family Home Visiting Partnership Program Manager	1/1/2023		12/31/2023
3.2.2	Activity: Share model specific quality improvement plan with MDH staff.	Brooke Hawkenson/Krista Middlebrooks, Southeast Minnesota Family Home Visiting Partnership Program Manager	1/1/2023		12/31/2023
<p><b>*This activity will be conducted in partnership with the Southeast Minnesota Family Home Visiting Partnership. Goodhue FHV leadership will stay informed/engaged, monitor progress/completion, and participate as needed to fulfill the activity successfully.</b></p>					



## Exhibit C – Strong Foundations: Evidence-Based Family Home Visiting Grantee’s Budget

The summary budget is shown for reference only and is non-binding. |

<b>Exhibit C : Budget Summary for January 1, 2023 - December 31, 2023</b>		
Contact person:	Kayla Matter	
Applicant Agency	Goodhue County HHS	
Phone	651-385-6117	
E-mail	kayla.matter@co.goodhue.mn.us	
Enter your indirect rate	4.00%	
These amounts will fill in from the Primary Budget tab.		The totals will calculate automatically.
<b>Category</b>	<b>January 1, 2023 - December 31, 2023</b>	<b>Total</b>
<b>Salaries and Fringe Benefits</b>	\$ 123,616	\$ 123,616
<b>Contractual Services</b>	\$ -	\$ -
<b>Travel</b>	\$ 3,060	\$ 3,060
<b>Supplies and Expenses</b>	\$ 6,207	\$ 6,207
<b>Other</b>	\$ 1,486	\$ 1,486
<b>Subtotal</b>	\$ 134,369	\$ 134,369
<b>Indirect*</b>	\$ 5,631	\$ 5,631
<b>Total</b>	\$ 140,000	\$ 140,000

## Certificate Of Completion

Envelope Id: 55ECE932957D451488F68C45A20D8BD1	Status: Sent
Subject: Complete with DocuSign: Grant, CFH, #210898, REQ 7066, Goodhue FHV	
Source Envelope:	
Document Pages: 19	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Anna Borgstrom
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	625 Robert St. N
	PO Box 64975
	St. Paul, MN 55164
	anna.borgstrom@state.mn.us
	IP Address: 156.98.136.27

## Record Tracking

Status: Original	Holder: Anna Borgstrom	Location: DocuSign
11/10/2022 3:50:47 PM	anna.borgstrom@state.mn.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Department of Health	Location: DocuSign

## Signer Events

	Signature	Timestamp
Todd Greseth		Sent: 11/10/2022 4:18:27 PM
todd.greseth@co.goodhue.mn.us		Viewed: 11/14/2022 3:14:00 PM
Security Level: Email, Account Authentication (None)		

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Nina Arneson  
nina.arneson@co.goodhue.mn.us  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

MDH Delegated Authority  
health.delegated\_signature@state.mn.us  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Brooke Hawkenson  
brooke.hawkenson@co.goodhue.mn.us  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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Family Home Visiting Grants  
health.fhvgrants@state.mn.us  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Seth Rasmussen  
Seth.Rasmussen@state.mn.us  
Sarah Jane Martin  
sarah.martin@state.mn.us  
Char Paulson  
char.paulson@state.mn.us  
Christina Mish  
Christina.Mish@state.mn.us

Signing Group: MDH Encumbrance Officers  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	11/10/2022 4:18:27 PM
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<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**GOODHUE COUNTY  
HEALTH & HUMAN SERVICES (GCHHS)**



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	December 20, 2022	<b>Staff Lead:</b>	Mike Zorn
<b>Consent Agenda:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Attachments:</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Action Requested:</b>	Approve HHS Contracts for 2023		

**BACKGROUND:**

Below are the 2023 contracts over \$10,000 which require HHS Board approval. Mental Health services continue to be a need in our county as evident from our contracts with the providers below. Guardians are also in great demand to provide safety and protection for our vulnerable adults. HHS contracts with over 100 providers either annually or biannually with the help of the Regional Contract Manager out of Olmsted County and our County Attorney.

**County Contracts**

- 2023 HHS Lease Agreement \$377,781/yr.

**Mental Health Contracts**

- FAMILY SERVICE OF ROCHESTER \$20,000/yr.
- FERNBROOK – Mental Health Services \$330,000
- HIAWATHA VALLEY MENTAL HEALTH CENTER \$100,000/yr.

**Guardians-**

- PRESTIGE CARE, LLC - Guardianship \$65,000/yr.
- ROYAL GUARDIANS LLC - Guardianship \$63,000/yr.
- SERENITY SERVICES - Guardianship \$28,000/yr.

**Other**

- PROACT, INC.- Community Based Supported Employment \$96,000/yr.
- PROACT, INC.- ProAct, Inc. Transportation \$46,000/yr.
- RIVERVIEW SERVICES, INC. \$24,000/yr
- REGIONAL CONTRACT MANAGER \$20,877/yr.
- WORKFORCE DEVELOPMENT, INC. (Employment & Training) \$243,842/yr.

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

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



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	December 20, 2022	<b>Staff Lead:</b>	Kathy Rolfer
<b>Consent Agenda:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Attachments:</b>	<input checked="" type="checkbox"/> Yes <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 (DHS) has continued to offer 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 sixth 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 \$7,129.80 10-1-2022 through 9-30-2023 designated for direct program expenses and \$629.10 designated for administration, and \$1157 designated for support services for the four counties – Wabasha, Mower, Houston, and Goodhue.

**RECOMMENDATION:** HHS department recommends approval as requested.

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, 2022 through September 30, 2023.

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 \$7,129.80 10-01-2022 through 09-30-2023 designated for **direct program expenses**; \$629.10 (7.5% WDI **admin**) and \$1157 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 for SNAP enrollments 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 \$7,129.80 direct program, \$629.10 administration, and \$1,137 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.

DocuSigned by:  
*Jenny Kietmann*  
3825F2C03BCF4FA...  
\_\_\_\_\_  
Director

Date 11/29/2022

FOR  
MOWER CO. BOARD OF COMMISSIONERS

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

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

Date \_\_\_\_\_

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

Date \_\_\_\_\_

FOR THE CONTRACTOR  
Workforce Development, Inc.

DocuSigned by:  
*Jenny Kietmann*  
3825F2C03BCF4FA...  
\_\_\_\_\_  
Director

Date 11/29/2022

FOR  
HOUSTON CO. BOARD OF COMMISSIONERS

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

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

Date \_\_\_\_\_

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

Date \_\_\_\_\_

FOR THE CONTRACTOR  
Workforce Development, Inc.

DocuSigned by:  
*Jenny Rietmann*  
3825F2C03BCF4FA...  
\_\_\_\_\_  
Director

Date 11/29/2022

FOR  
GOODHUE CO. BOARD OF COMMISSIONERS

FOR THE CONTRACTOR  
Workforce Development, Inc.

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

DocuSigned by:  
*Jenny Kietmann*  
3825F2C03BCF4FA...  
\_\_\_\_\_  
Director

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

Date 11/29/2022

Date \_\_\_\_\_

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

Date \_\_\_\_\_

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



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	December 20, 2022	<b>Staff Lead:</b>	Abby Villaran
<b>Consent Agenda:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Attachments:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Action Requested:</b>	Approve Community Support Program (CPS) Grant Agreement		

**BACKGROUND:**

The Community Support Program (CSP) grant agreement supports continued efforts to provide community-based services to individuals who are identified as Seriously and Persistently Mentally Ill (SPMI) in the total amount of \$381,500 for the period of January 1, 2023, through December 31, 2024.

This is the same amount as the previous grant.

**RECOMMENDATION:** HHS department recommends approval as requested.





## 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 Goodhue County, an independent grantee, not an employee of the State of Minnesota, located at 426 West Ave., Red Wing, MN 55066 (“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, 2023**, 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, 2024**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

**1.3. Payments and Reimbursements.** Payments, issued as advancements or reimbursements, will not be made under this CONTRACT, until all required signatures have been obtained per Minn. Stat. § 16B.98, subd. 7 and MN Office of Grant Management Policy 08-08 on Grant Payments.

**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. COUNTY must obtain STATE written approval before changing any part of the budget. Notwithstanding Clause 16.1 of CONTRACT, shifting of funds between budget line items does not require an amendment if the amount shifted does not exceed 10% of the smaller line item and when the total obligation and salaries/fringe benefits remain unchanged.
  2. If COUNTY's approved budget changes proceed without an amendment pursuant to this clause, COUNTY must record the budget change in EGMS or on a form provided by STATE.
  3. 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 2023, 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.
  4. 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.

5. 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 **three hundred eighty-one thousand five hundred dollars (\$381,500)**.
- 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 **forty-seven thousand six hundred eighty-eight dollars (\$47,688)** which is granted 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. Reconciliation.** The COUNTY must submit **financial reconciliation** documentation to STATE Authorized Representative which demonstrates an accurate and complete account of the YEAR 1 cash advance. Any portion of the cash advance that is unspent must be returned to STATE on a date determined by the STATE's Authorized Agent. Required documentation and submission date will be determined by STATE Authorized Representative, but will be no later than within sixty (60) days of the end of the contract term.

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

- c. **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.**

#### **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.** (If applicable) 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 **Andrea Abel** or successor. Email: **Andrea.B.Abel@state.mn.us**. 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 **Mike Zorn** or successor. Phone and email: **651-385-2029, mike.zorn@co.goodhue.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.** (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Kristin Johnson** or successor. Phone and email: **651-385-2022, kristin.johnson@co.goodhue.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.
- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

**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 that is relevant to this CONTRACT, a copy of the relevant 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. Prevailing wage.** For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

**17.3 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 subrecipients, 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.

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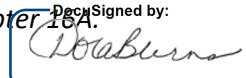
Signature Page Follows

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.*

By:  \_\_\_\_\_  
DocuSigned by:  
5467B14AE9BB49D...

Date: 12/15/2022

Contract No: 221919

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

Title: HHS Director

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

**3. STATE AGENCY**

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

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

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

## ATTACHMENT A: COUNTY DUTIES

The following items will be evaluated throughout the contract period: 1/1/23-12/31/24.

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> <li>• Develops and provides an array of person centered services that builds on personal and cultural strengths.</li> </ul>	Twice yearly site visits

	<ul style="list-style-type: none"> <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

**CY2023-2024 Adult Mental Health Initiative Grant Contract Attachment B**

**CSP Budget Summary**  
 This page will automatically update based on selections on the previous tabs.  
 No entry needed. Review only to ensure difference is \$0.

Region or County	CSP Allocation	Amount budgeted	Difference
Goodhue - CSP	\$381,500	\$ 381,500	\$ -

BUDGET SUMMARY Year 1		BUDGET SUMMARY Year 2		PROJECT TOTAL
BRASS Code	TOTAL BUDGET CY2023	BRASS Code	TOTAL BUDGET CY2024	
Fiscal host fee	\$ -	Fiscal host fee	\$ -	
402x - Community Education and Prevention	\$ -	402x - Community Education and Prevention	\$ -	
403x - Adult Client Outreach	\$ -	403x - Adult Client Outreach	\$ -	
408x - Adult Outpatient Diagnostic Assessment / Psychological Testing / Explanation of Findings	\$ -	408x - Adult Outpatient Diagnostic Assessment / Psychological Testing / Explanation of Findings	\$ -	
416x - Transportation	\$ 7,500.00	416x - Transportation	\$ 7,500.00	
418x - Client Flex Funds	\$ -	418x - Client Flex Funds	\$ -	
420x - Peer Support Services	\$ -	420x - Peer Support Services	\$ -	
431x - Adult Mobile Crisis Services	\$ -	431x - Adult Mobile Crisis Services	\$ -	
434x - Community Support Program Services	\$ 50,000.00	434x - Community Support Program Services	\$ 50,000.00	
436x - Adult Residential Crisis Stabilization	\$ -	436x - Adult Residential Crisis Stabilization	\$ -	
437x - Supported Employment / Individualized Placement and Support Services	\$ -	437x - Supported Employment / Individualized Placement and Support Services	\$ -	
438x - Assertive Community Treatment (ACT)	\$ -	438x - Assertive Community Treatment (ACT)	\$ -	
443x - Housing Subsidy	\$ -	443x - Housing Subsidy	\$ -	
446x - Basic living / Social Skills and Community Integration	\$ 133,250.00	446x - Basic living / Social Skills and Community Integration	\$ 133,250.00	
451x - Emergency Response Services	\$ -	451x - Emergency Response Services	\$ -	
452x - Adult Outpatient Psychotherapy	\$ -	452x - Adult Outpatient Psychotherapy	\$ -	
454x - Adult Outpatient Medication Management	\$ -	454x - Adult Outpatient Medication Management	\$ -	
468x - Adult Day Treatment	\$ -	468x - Adult Day Treatment	\$ -	
469x - Partial Hospitalization	\$ -	469x - Partial Hospitalization	\$ -	
474x - Intensive Residential Treatment Services (IRTS)	\$ -	474x - Intensive Residential Treatment Services (IRTS)	\$ -	
491x - Adult Rule 79 Targeted Case Management (TCM)	\$ -	491x - Adult Rule 79 Targeted Case Management (TCM)	\$ -	
493x - Adult General Case Management	\$ -	493x - Adult General Case Management	\$ -	
<b>TOTAL CSP FUNDS CY2023</b>	<b>\$ 190,750.00</b>	<b>TOTAL CSP FUNDS CY2024</b>	<b>\$ 190,750.00</b>	<b>\$ 381,500.00</b>



**ATTACHMENT C –  
DATA SHARING AND BUSINESS ASSOCIATE AGREEMENT  
TERMS AND CONDITIONS**

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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 COUNTY 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 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 COUNTY for COUNTY to: review of AMHI and/or CSP COUNTY projects to assure program integrity, quality, and effectiveness and to ensure COUNTY is meeting the terms of the Contract.
- 1.3** STATE is permitted to share the Protected Information with 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>1</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.

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,

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<sup>1</sup> See <https://mn.gov/mnit/government/policies/security/>

“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](https://mn.gov/mnit/government/policies/security/),”<sup>2</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.

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

- 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. 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. COUNTY is required to carry the following **minimum** limits:

\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

**4. INTERPRETATION**

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**



**Tom Day**  
*Human Resources Manager*  
*Goodhue County*

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Tom.Day@co.goodhue.mn.us  
509 W. Fifth St.  
Red Wing, MN 55066  
Office (651) 385.3066

**TO:** Honorable Goodhue County Commissioner

**FROM:** Tom Day  
Human Resource Manager

**DATE:** December 13, 2022

**RE:** Goodhue County Health and Human Services (GCHHS) Director Annual Evaluation

The Goodhue County HHS Director's annual employee evaluation was completed by the 2022 HHS Board Chair. All completed performance evaluation documents were reviewed and according to the HHS Board Chair, the HHS Director received an exemplary evaluation.

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



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	December 20, 2022	<b>Staff Lead:</b>	Nina Arneson
<b>Consent Agenda:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Attachments:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Action Requested:</b>	Approve a transfer from Goodhue County Sheriff's Department to GCHHS Department with a wage at step 10 \$24.68 (top) for Leslie Otterness as an Office Support Specialist.		

**BACKGROUND:**

GCHHS Department had an open Office Support Specialist (OSS) position at HHS with our HHS Front Desk Team. This position was advertised both externally, and internally. The interviews were conducted, and the interview team concluded that Leslie Otterness was the top candidate for the position. Leslie Otterness is a current Goodhue County Sheriff's Department employee with 25 years Goodhue County public service experience.

Leslie Otterness is currently in a grade 81 position at a step 9 earning \$32.62 per hour. The position that has been conditionally offered to her, and she has accepted is a grade 78 position with the MN Merit System, and the step 10 is the top of the scale with the wage of \$24.68 per hour. (2023 Wage Schedule)

Attached, please find the conditional signed offer letter.

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



Goodhue County  
**Health and Human Services**

426 West Avenue  
Red Wing, MN 55066  
(651) 385-3200 • Fax (651) 267-4879

December 15, 2022

Delivered via  Mail  Email  Hand Delivery

Dear Leslie,

Goodhue County Health and Human Services is pleased to conditionally offer you the position of Goodhue County Health and Human Services Office Support Specialist as was conditionally offered to you verbally on 12/15/2022. You will report to Debbie Sammon, Office Services Supervisor. Your supervisor will contact you to confirm your start date.

- Your new position is a Merit System position, classified as Office Support Specialist.
- Your compensation will be \$24.68 per hour which is Step 10 and the top step on the Merit System pay scale. This position will have a 1 year probation period and your performance will be reviewed at 6 months and annually thereafter. Your anniversary date will change to the month in which you start in your new position with HHS Department.
- In addition to your salary, your current County benefits including vacation, sick leave, pension, and insurance elections will remain in force.
- Goodhue County Health and Human Services department performs various emergency preparedness work and employees may be assigned to help with emergency preparedness work as necessary.


We look forward to your acceptance of this conditional employment offer. If this conditional offer is acceptable to you, please sign the letter and return it back to us. You may accept this conditional offer via fax at 651-267-4882 or return it via email to [Debbie.Sammon@co.goodhue.mn.us](mailto:Debbie.Sammon@co.goodhue.mn.us). If you have any questions, please feel free to contact me at 651-385-2001.

Again, congratulations Leslie on being selected to join the Goodhue County Health and Human Services team. The HHS Department strives to hire only the best and brightest individuals who will make a difference in our ability to provide services and help our communities. We look forward to your contributions.

Sincerely,

Debbie Sammon  
Office Services Supervisor

Cc: Tom Day, Human Resource Manager  
Cc: Nina Arneson, Health and Human Services Director

Accepted By: 

Date: 12-19-22

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



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	December 20, 2022	<b>Staff Lead:</b>	Kayla Matter
<b>Consent Agenda:</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Attachments:</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Action Requested:</b>	Approve November HHS Warrant Registers		

**BACKGROUND:**

This is a summary of Goodhue County Health and Human Services Warrant Registers for: November 2022

	Date of Warrant		Check No. Series			Total Batch
IFS	November 4, 2022	ACH	38054	38067	\$	49,093.12
IFS	November 4, 2022		464747	464782	\$	16,545.29
IFS	November 10, 2022	ACH	38113	38131	\$	28,609.05
IFS	November 10, 2022		464941	464977	\$	22,549.44
IFS	November 18, 2022	ACH	38132	38146	\$	8,997.50
IFS	November 18, 2022		464978	465005	\$	53,723.75
SSIS	November 23, 2022	ACH	38240	38264	\$	76,001.92
SSIS	November 23, 2022		465119	465161	\$	53,723.75
IFS	November 23, 2022	ACH	38179	38239	\$	30,540.88
IFS	November 23, 2022		465071	465118	\$	27,577.62
				total	\$	367,362.32

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

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# 2020-2025 GCHHS Strategic Plan Update

HHS Board

December 20, 2022

Ruth Greenslade



# 2020-2025 Strategic Priorities

Excellent  
Public  
Service

Less Child  
Maltreatment  
and Fewer  
Suicides

Uninterrupted  
Services

# GCHHS Mission and Vision

## ***Mission***

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

## ***Vision***

*Working for a safer and healthier Goodhue County as a trusted, skilled, and innovative health and human services agency*



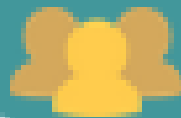
# Goodhue County Health & Human Services

## Values

Excellence



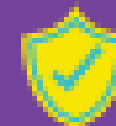
Collaboration



Respect



Safety



Compassion



# 2020-2025 Strategic Priorities

Excellent  
Public  
Service

Less Child  
Maltreatment  
and Fewer  
Suicides

Uninterrupted  
Services

# Six Strategies

Strategy:  
Become a  
trauma  
informed,  
culturally  
responsive  
agency

Strategy:  
Increase  
Efficiency  
through Use  
of  
Technology

Strategy:  
Build internal  
and external  
rapport

Less Child  
Maltreatment  
and Fewer  
Suicides

Strategy:  
Improve  
Customer  
Reminder  
Processes

Strategy:  
Share Data  
Among Units

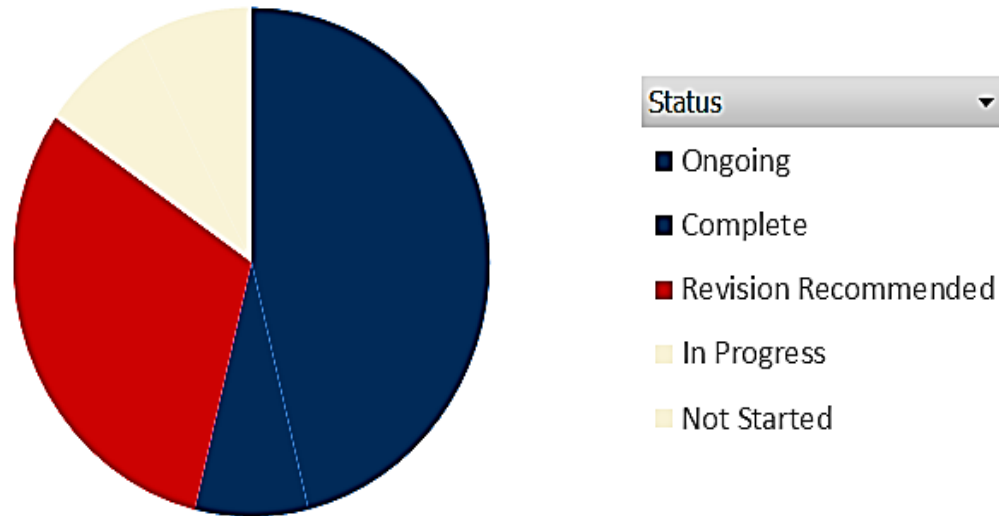
## Strategy: Become a trauma informed, culturally responsive agency

- **Action Plan 1a Objective:** By September 30, 2025, Goodhue County Health and Human Services will provide HHS staff with 3 opportunities per year that will help staff understand culture and equity based on the Cultural and Linguistic Competency Assessment (CLCPA)-identified training needs.



# 2022 Activities

2020-2025 Action Plan 1a Become a Trauma-Informed, Culturally Responsive Agency  
54% Complete or Ongoing as of Nov. 2022

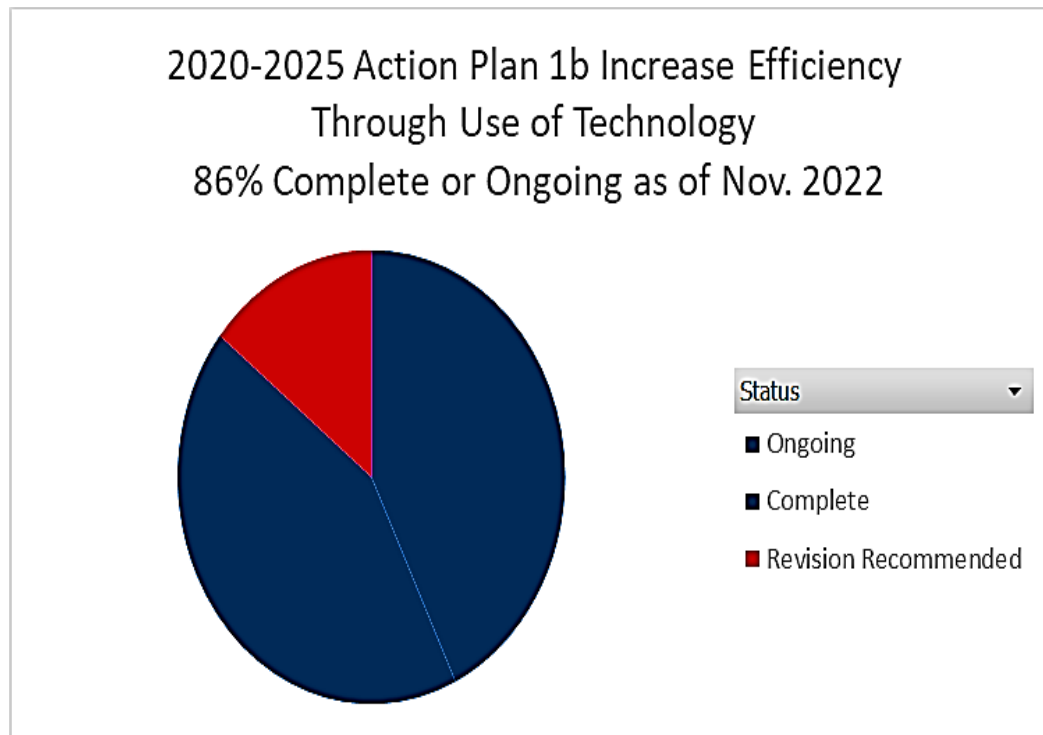


- HHS Equity committee
- Cultural education at mandatory HHS all-staff meetings
- Adversity, Resilience, and Building Connections with Youth training offered for staff
- Resilience training offered to cohorts
- Reflective consultation offered

# Strategy: Increase Efficiency through Use of Technology

- **Action Plan 1b Objective:** By September 30, 2025, Goodhue County Health and Human Services will have a sustainable system or process for continuously providing staff with adequate equipment and training to do their jobs efficiently.

# 2022 Activities

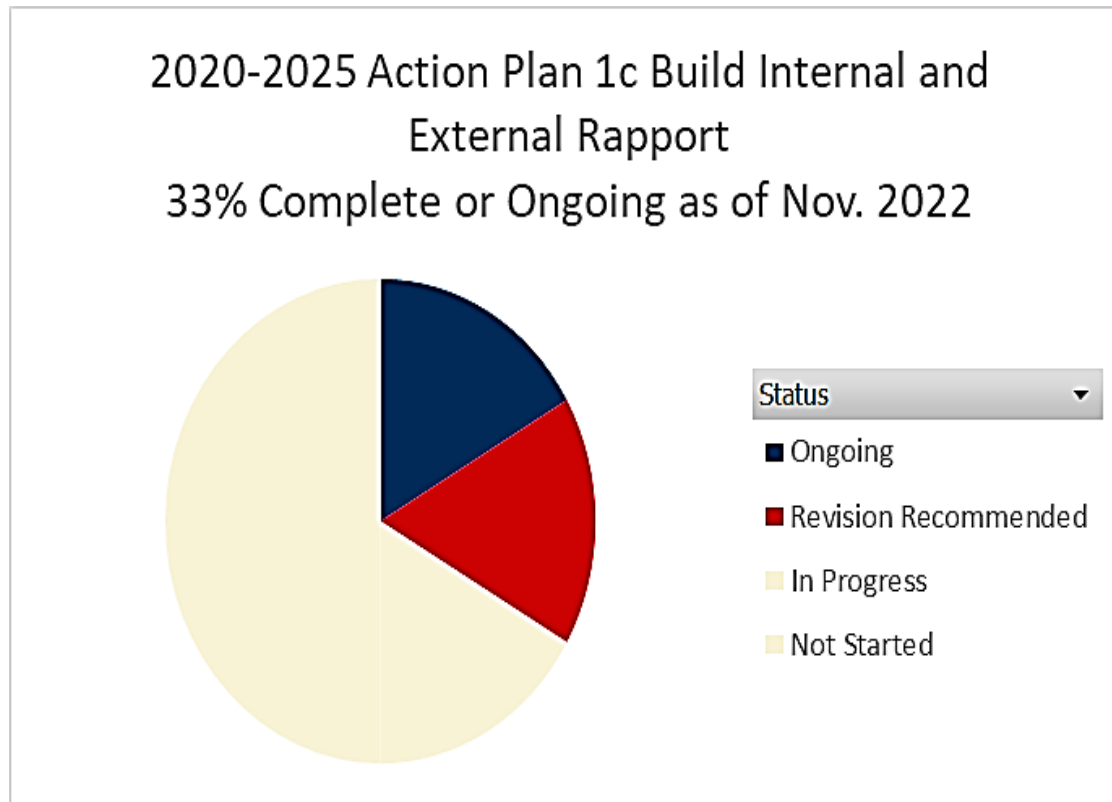


- Training from external trainers, such as Beginner Excel/Advance Excel (hosted by MnCCC)
- IT Support staff attending internal team/unit meetings to answer questions
- Landing pads

## Strategy: Build internal and external rapport

- **Action Plan 1c Objective:** By September 30, 2025, Goodhue County Health and Human Services will implement 2 strategies to build rapport with internal customers and 2 strategies with external customers

# 2022 Activities



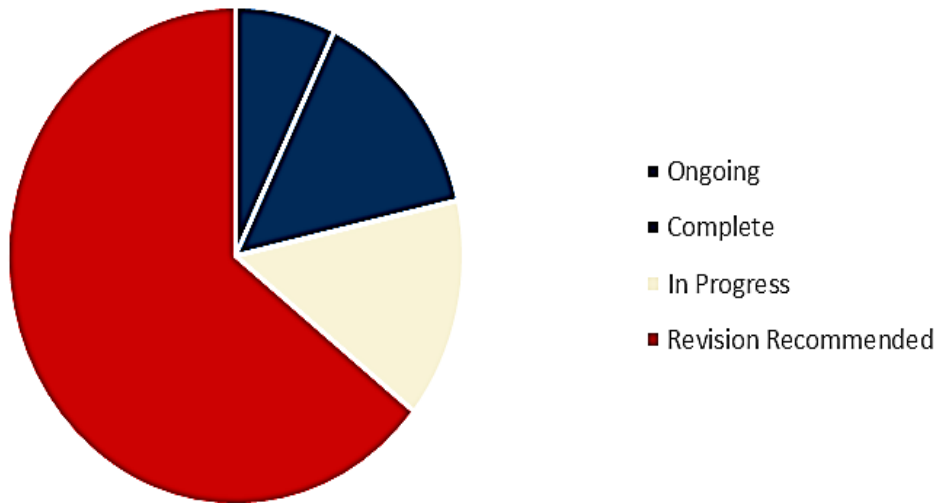
- Food truck days
- PAUSE Committee events

# Strategy: Increase Social Cohesion

- **Action Plan 2 Objective:** By June 30, 2022, GCHHS staff will improve data collection on social cohesion by adding to the Community Health Needs Assessment survey (CHNA survey), developing a training evaluation, and improving participation in the Minnesota Student Survey (MSS).
- **AND** By September 30, 2025, Goodhue County Health and Human Services staff will collaborate with partners to implement strategies to increase social cohesion in children and adults, as measured by:
  - % students reporting the community cares about them on MSS
  - % adults who feel they have at least one person who provides support on CHNA survey.

# 2022 Activities

2020-2025 Action Plan 2 Increase Social Cohesion  
21% Complete or Ongoing as of Nov. 2022



- 5 school districts participated in the 2022 Minnesota Student Survey
- Adversity, Resilience, and Building Connections with Youth training for community
- Data about social isolation included in 2022 Community Health Needs Assessment

# Strategy: Improve Customer Reminder Processes

- **Action Plan 3a Objective:** By September 30, 2025, Goodhue County Health and Human Services will decrease % of public assistance closures that are due to documents not being turned in.



# 2023 Activities Planned

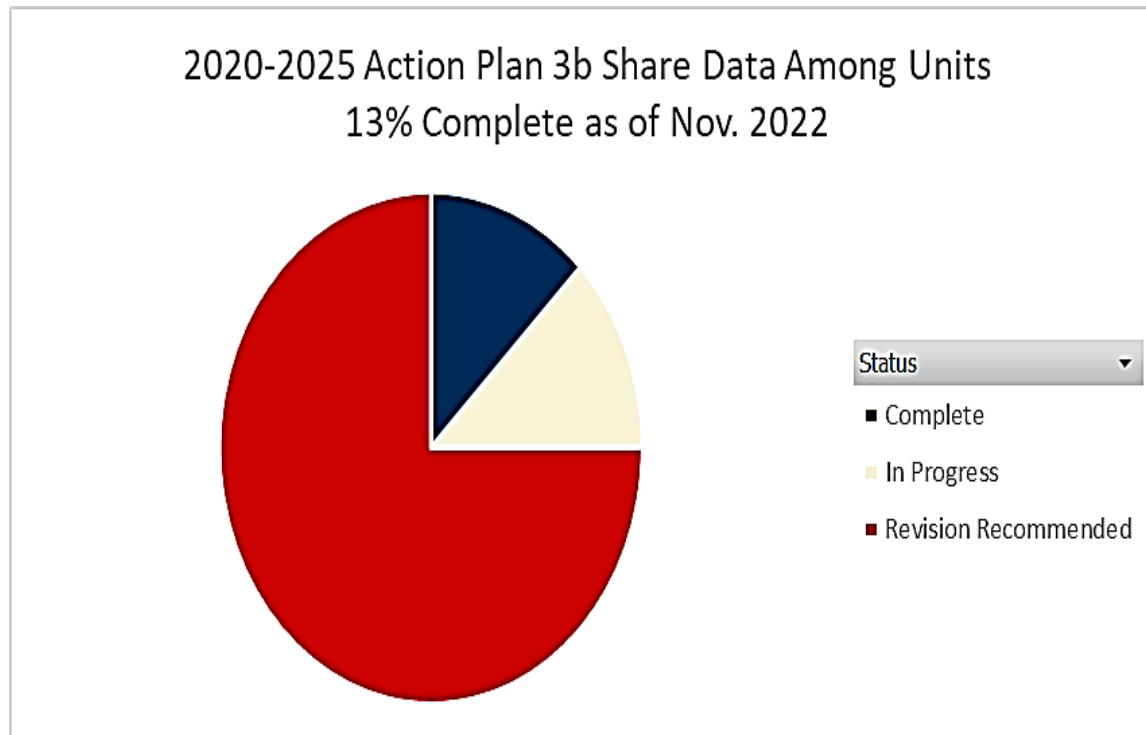


- When Public Health Emergency ends, track:
  - total number of Medical Assistance program closures monthly.
  - how many Medical Assistance program closures were due to documents not being turned in

# Strategy: Share Data Among Units

- **Action Plan 3b Objective:** By September 30, 2025, Goodhue County Health and Human Services will adopt changes to our data sharing procedures to provide efficient service for customers who are working with more than one unit

# 2023 Activities Planned



- Use Quality Improvement tools:
  - Identify the current process for sharing information HHS receives such as change of address, income changes, loss of job, etc.
  - Identify gaps in current process -- if information that could be shared is not shared with units/divisions that need to be notified.
  - Identify and test solution(s) to address gaps.

# ***2020-2025 GCHHS Strategic Plan Committee***

- Nina Arneson, Health and Human Services Director
- Kris Johnson, Health and Human Services Deputy Director
- Linda Flanders, County Commissioner, Health and Human Services Board Member
- Carolyn Westland, Adult Mental Health Social Worker – Social Services Division
- Jessica Jacobson, Lead Eligibility Worker – Economic Assistance Division
- Kim Learmann, Accounting Technician –HHS Finance, Front Desk & Support Operations
- Deb Sammon, Office Services Supervisor - HHS Finance, Front Desk & Support Operations
- Cheryl Torbenson, Care Coordinator – Public Health Division
- Lisa Richardson, Care Coordinator – Public Health Division
- Rob LaPorte, Public Health Nurse, Care Coordinator – Public Health Division
- Mara Luhmann, Registered Nurse, Family Health – Public Health Division
- Ruth Greenslade, Healthy Communities Supervisor – Public Health Division

# QUESTIONS

Ruth Greenslade, Healthy Communities Supervisor

Email: [ruth.greenslade@co.goodhue.mn.us](mailto:ruth.greenslade@co.goodhue.mn.us)

Phone: 651-385-6112

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



**Monthly Update  
Child Protection Assessments/Investigations**

<b>Month</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>January</b>	16	20	16
<b>February</b>	30	17	16
<b>March</b>	19	15	20
<b>April</b>	15	24	19
<b>May</b>	21	26	20
<b>June</b>	10	22	18
<b>July</b>	12	19	16
<b>August</b>	17	17	13
<b>September</b>	18	17	29
<b>October</b>	25	12	23
<b>November</b>	21	33	14
<b>December</b>	14	23	
<b>Total</b>	<b>218</b>	<b>245</b>	<b>204</b>

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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:** December 20, 2022  
**RE:** 2022 December Staffing Report

Effective Date	Status	Name	Position	Notes
12/5/2022	NEW	Nicole Jude	Eligibility Worker	2 year provisional
12/19/2022	NEW	Jamie Arntson	Eligibility Worker	2 year provisional
12/5/2022	Backfill	Anthony Learmann	Eligibility Worker	Replacing Amanda Pierzyna
12/19/2022	Backfill	Mark Knowles	Eligibility Worker	Replacing Bobbi Sinn
12/19/22	Promotion	Katie Kosmach	Case Aide	Replacing Kristina Streight

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## STATE *of* MINNESOTA

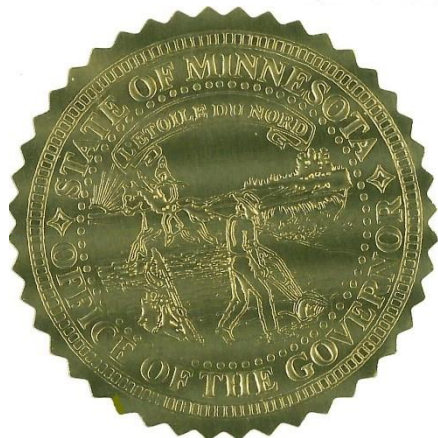
# Proclamation

- WHEREAS: County, city, tribal, and state health and human services workers are dedicated to improving health, protecting people who are vulnerable, and providing outstanding public services to the people of Minnesota through their prevention efforts, program administration, and provision of services; and
- WHEREAS: County, city, tribal, and state health and human services workers are responsible for the prudent expenditure of millions of dollars annually and must meet the highest standards of job performance in program and service delivery; and
- WHEREAS: The duties performed by county, city, tribal, and state health and human services workers require that they demonstrate a variety of skills in order to provide services to clients, communities, and the general public; and
- WHEREAS: The nature of federal and state legislation necessitates that county, city, tribal, and state health and human services workers continually expand their knowledge, skills, and expertise related to their professions and the needs of the communities they serve; and
- WHEREAS: Minnesota recognizes the valuable public services that county, city, tribal, and state health and human services workers perform every day for the health, prevention, and protection of Minnesotans.

NOW, THEREFORE, I, TIM WALZ, Governor of Minnesota, do hereby proclaim Wednesday, December 14, 2022, as:

## COUNTY, CITY, TRIBAL, AND STATE HEALTH AND HUMAN SERVICES WORKER DAY

in the State of Minnesota.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Minnesota to be affixed at the State Capitol this 6<sup>th</sup> day of December.

Handwritten signature of Tim Walz in black ink.

GOVERNOR

Handwritten signature of Steve Pimm in black ink.

SECRETARY OF STATE