

# Goodhue County

## Minnesota

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

COUNTY BOARD ROOM  
RED WING, MN

JUNE 20, 2023  
10:30 A.M.

2 HHS Board Members will be attending Via Teams from the following locations:  
Nina Pagel 19 Seaview Avenue Northcote, Auckland 1010 New Zealand  
Brad Anderson 1 Main Street Carrickmacross, Co. Monaghan A81 R127  
Ireland

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 294 677 034 088  
Passcode: bNzyTk

Or call in (audio only)

+1 872-240-890,,326762190#

Phone Conference ID: 326 762 190#

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

Documents:

[MAY 16, 2023 HHS BOARD MINUTES.PDF](#)

4. REVIEW AND APPROVE THE FOLLOWING ITEMS ON THE CONSENT AGENDA:
  - a. Child Care Licensure Approvals

Documents:

[CHILD CARE APPROVALS.PDF](#)

b. Fraud Prevention Investigations (FPI) Contract Renewal

Documents:

[FRAUD PREVENTION INVESTIGATIONS \(FPI\) CONTRACT RENEWAL.PDF](#)

c. Goodhue County Education District Contracts Renewal

Documents:

[GOODHUE COUNTY EDUCATION DISTRICT CONTRACTS RENEWAL.PDF](#)

d. Mayo Clinic Health Systems 340B Agreement

Documents:

[MAYO CLINIC HEALTH SYSTEMS 340B AGREEMENT.PDF](#)

5. ACTION ITEMS:

a. Accounts Payable

Documents:

[ACCOUNTS PAYABLE.PDF](#)

b. Vacation Accrual Request

Nina Arneson

Documents:

[VACATION ACCURAL REQUEST.PDF](#)

c. Minnesota Merit System Withdrawal Request

Nina Arneson

Documents:

[MN MERIT SYSTEM WITHDRAWAL REQUEST.PDF](#)

6. INFORMATIONAL ITEMS:

a. Toward Zero Deaths (TZD) Presentation

Jessica Seide

Documents:

7. FYI-MONTHLY REPORTS:

a. Child Protection Report

Documents:

[CHILD PROTECTION REPORT.PDF](#)

b. HHS Staffing Report

Documents:

[HHS STAFFING REPORT.PDF](#)

c. HVMHC Annual Report For 2022

Documents:

[HVMHC ANNUAL REPORT FOR 2022.PDF](#)

8. ANNOUNCEMENTS/COMMENTS:

9. ADJOURN

- a. Next Meeting - HHS Annual Board Meeting On Tuesday, July 18, 2023 At 10:30 Am

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

**GOODHUE COUNTY  
HEALTH & HUMAN SERVICES BOARD MEETING  
MINUTES OF MAY 16, 2023**

The Goodhue County Health and Human Services Board convened their regularly scheduled meeting at 10:57 A.M., Tuesday, May 16, 2023, in the Goodhue County Board Room and online via Teams.

Brad Anderson, Linda Flanders, Todd Greseth, Susan Johnson, Susan Betcher, Jason Majerus, and Nina Pagel remotely online via Teams from 19 Seaview Ave. Northcote, Auckland, NZ

**STAFF AND OTHERS PRESENT:**

Nina Arneson, Kris Johnson, Mike Zorn, Lisa Woodford, Kayla Matter, Abby Villaran, Katie Tang, Tom Day, Brian Anderson and online via Teams- Briggs Tople, Andrea Benck, Jessica Ahlbrecht, Maddy Schwartz, June Rodgers, Rebecca Davis, Ember Griebing, Dayle Christianson, Julie Bruns, and Jill Tourney

**AGENDA:**

On a motion by L. Flanders and seconded by B. Anderson, the Board unanimously approved the May 16, 2023 Agenda.

**MEETING MINUTES:**

On a motion by B. Anderson and seconded by J. Majerus, the Board unanimously approved the Minutes of the H&HS Board Meeting on April 18, 2023.

**CONSENT AGENDA:**

On a motion by J. Majerus and seconded by L. Flanders, the Board unanimously approved all items on the consent agenda.

**ACTION ITEMS:**

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

On a motion by B. Anderson and seconded by S. Johnson, the Board approved the Personnel request for HHS Waiver/Social Services Redesign Concept, with J. Majerus dissenting (6-1)

Goodhue County Health & Human Services Board  
Meeting Minutes of May 16, 2023

INFORMATIONAL ITEMS:

1<sup>st</sup> Quarter 2023 Fiscal Report given by Kayla Matter

FYI & REPORTS:

Child Protection Report  
DHS Goodhue County Performance Report- Cash and SNAP  
Medical Assistance (MA) Renewals County Support DHS Memo

ANNOUNCEMENTS/COMMENTS:

ADJOURN:

On a motion by J. Majerus and seconded by B. Anderson, the Board unanimously approved adjournment of this session of the Health & Human Services Board Meeting at or around 11:41 am.

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



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	June 20, 2023	<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:**

- Ashley Giefer                      Cannon Falls
- Jessica Kasa                        Cannon Falls
- Jodie Peterson                      Kenyon

**Child Care Licensures:**

- Renee Caron                        Kenyon

Number of Licensed Family Child Care Homes: 67

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



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



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	June 20, 2023	<b>Staff Lead:</b>	Mike Zorn
<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, multi-county Fraud Prevention Investigation (FPI) Agreement Renewal		

**BACKGROUND:**

Minnesota Statute §256.983 obligates the Minnesota Department of Human Services (DHS) to develop a Fraud Prevention Investigation (FPI) program. The state funds the county-administered fraud prevention investigation program through a state allocation. Goodhue County has been a part of a regional, multi-county FPI program with Wabasha, Houston and Winona since 1996.

Our regional FPI program is led and hosted by Wabasha County's – Human Services, and Sheriff Departments. Wabasha County maintains the cooperative agreements with all the participating counties and is the recipient of the Minnesota Department of Human Services (DHS) grant that provides funding for the region.

Renewal of this agreement is required for the continued funding of the FPI program. DHS has changed the funding mechanism for this budget cycle using a formula based on both our regional performance and individual county demographics and fraud potential. The funding for our region will be set at \$119,704/year for SFY 2024-2025. Previously this had been set at \$90,000/year. This is a significant increase, the first that the region can recall, and it appears that it will more accurately approximate our total costs.

GCHHS continues to be pleased with the regional partnership, and fraud investigation services. Our regional Investigator Nate Barker, Wabasha County Sheriff's Office welcomes an opportunity to come present, and answer any questions.

Investigator Nate Barker #518 Wabasha County Sheriff's Office  
848 17th Street East, Suite 1, Wabasha, MN 55964  
Cell: 651-564-0122, Direct Line: 651-565-1024

**Attached, please find Wabasha Region FPI Program Analysis, and below some general program information:**

- The purpose of fraud program is to stop benefits and / or prevent fraud taking place as soon as possible for those who are not eligible to receive them based on programs rules and policies set forth by DHS and Federal Government.
- Every region needs to maintain a \$3.00 cost benefit ratio (CBR) to remain in compliance with the State - For the Fiscal 2022 year our region had a \$6.06 (CBR).



- Our investigator has 15 days to complete the investigation and return the FPI. We averaged 14 days.
- The success of our Wabasha Region fraud prevention program is a team effort by our Fraud Investigator, County Eligibility Workers, County Sheriff Departments and the communities we serve.
- Savings are considered when the information the County receives that will change the benefits (unreported income) and then we will adjust the benefits for the future month.
- Overpayments are considered when the payments had been already made, and need to be paid back.
- Administrative Hearing (ADH) is utilized when there is intentional program violation. It typically result in a disqualification from programs, most commonly for one year.
- Criminal investigations are reserved for intentional and egregious fraud which yields very high overpayments typically.

**Here are some common reasons for fraud referrals:**

- Most fraud referrals are sent to determine household composition.
- Customer reports inconsistent or conflicting information.
- The County receives a Child Support or Employment Service Fraud referral (EA-366).
- [Fraud Tip Line](#) Info received via state or directly to the county.
- Basic needs exceed reported income.
- METS review shows a new job or jobs that weren't reported previously.
- Verification received appears to have been altered.
- Bank statements show re-occurring deposits, but no job or self-employment has been reported

**RECOMMENDATION:** HHS recommends approval of the multi-county FPI contract renewal.

**REGIONAL ADMINISTRATIVE AGENCY  
COOPERATIVE AGREEMENT  
FRAUD PREVENTION INVESTIGATION PROGRAM**

This Agreement by and between WABASHA County Human Services, acting as the lead agency for the regional Fraud Prevention Investigation (FPI) program (hereinafter REGIONAL ADMINISTRATIVE AGENCY) and GOODHUE County through its Human Services Department (hereinafter COUNTY AGENCY).

WHEREAS, the REGIONAL ADMINISTRATIVE AGENCY contracts with the State of Minnesota's Department of Human Services, Financial Fraud and Abuse Investigations Division (hereinafter STATE) to administer the FPI program in GOODHUE County, under contract number \_\_\_\_\_ which is incorporated herein by reference.

WHEREAS, the intent of this Agreement achieves mutually beneficial goals by establishing the organizational and operational structures for providing FPI services to counties in a geographical area in accordance with operational requirements, forms and reporting mechanisms as contained in the FPI Program Guidelines (FPI Guidelines) which are incorporated herein by reference.

NOW, THEREFORE, it is agreed:

1. **TERM OF AGREEMENT.**

1.1 **Effective date.** The effective date of this Agreement is 07/01/2023.

1.2 **Expiration date.** The expiration date of this Agreement is 06/30/2025.

2. **COUNTY AGENCY DUTIES.** The COUNTY AGENCY will:

2.1 Cooperate with the STATE and the FPI REGIONAL ADMINISTRATIVE AGENCY in fulfilling goals and objectives of the FPI Program pursuant to the FPI Guidelines, United States laws, federal regulations, State of Minnesota (State or state) laws, applicable Department rules and county ordinances.

2.2 Cooperate with the REGIONAL ADMINISTRATIVE AGENCY in monitoring fraud referrals, completed investigations and case actions taken as a result of fraud prevention investigations.

2.3 Cooperate with the REGIONAL ADMINISTRATIVE AGENCY and the STATE in submission of narrative, financial and/or statistical reports either as required in FPI Guidelines or as requested by the STATE.

2.4 Ensure that eligibility workers under its control make FPI referrals to the investigator representing the REGIONAL ADMINISTRATIVE AGENCY, cooperate with case action reporting requirements and participate in funded FPI program related training.

2.5 Evaluate FPI referral rates among COUNTY AGENCY eligibility workers in order to help identify fraud detection training needs.

2.6 Refer for criminal prosecution public assistance recipients and providers who have committed intentional program violations (IPV) or, when such prosecutions are declined by a COUNTY AGENCY attorney or the COUNTY AGENCY decides not to pursue criminal

prosecution of an IPV, pursue administrative disqualification of a provider or recipient in lieu of criminal prosecution in compliance with Minnesota Statutes, section 256.046.

3. **REGIONAL ADMINISTRATIVE AGENCY DUTIES.** The REGIONAL ADMINISTRATIVE AGENCY will:
  - 3.1 Provide FPI services and report FPI Program activity to the COUNTY AGENCY.
  - 3.2 Use qualified investigative staff to provide FPI services.
  - 3.3 Annually provide training to COUNTY AGENCY eligibility workers in fraud detection to assist them in identifying cases that should be referred. Provide training to COUNTY AGENCY eligibility workers on FPI forms and procedures.
  - 3.4 Assist the COUNTY AGENCY in the identification and disqualification of individuals through the administrative disqualification hearing process when a completed fraud prevention investigation identifies an intentional program violation and no criminal action is contemplated.
4. **CONSIDERATION AND PAYMENT.** There will be no funds paid out by either agency under this Agreement. Each agency will be responsible for its own costs in performing its stated duties.
5. **AUTHORIZED REPRESENTATIVES.**
  - 5.1 **REGIONAL ADMINISTRATIVE AGENCY.** The REGIONAL ADMINISTRATIVE AGENCY's authorized representative is **John Dahlstrom** or his/her successor.
  - 5.2 **COUNTY AGENCY.** The COUNTY AGENCY's authorized representative is **Nina Arneson** or his/her successor.
6. **ASSIGNMENT.** COUNTY AGENCY shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the REGIONAL ADMINISTRATIVE AGENCY.
7. **AMENDMENTS.** Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original Agreement, or their successors in office.
8. **CANCELLATION.** This Agreement may be canceled by the REGIONAL ADMINISTRATIVE AGENCY or COUNTY AGENCY at any time, with or without cause, upon thirty (30) days written notice to the other party.
9. **STATE AUDITS.** Under Minn. Stat. §16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the COUNTY AGENCY and its employees, agents, or subcontractors relevant to this contract shall be made available and subject to examination by the REGIONAL ADMINISTRATIVE AGENCY and STATE, including the FPI contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this Agreement.
10. **INFORMATION PRIVACY AND SECURITY.** For purposes of executing its responsibilities and to the extent set forth in this Agreement, the COUNTY AGENCY will be processing health care bills or payments on behalf of the State, and/or conducting other health care operations on behalf of State. In carrying out its duties, COUNTY AGENCY will be handling protected health information and other private information concerning individual State clients. As such, COUNTY AGENCY

agrees to be bound by the state and federal laws protecting the privacy of information, including the Data Practices Act, Minnesota Health Records Act, Health Insurance Portability Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) (42 USC 201 note, 42 USC 17931), and federal drug and alcohol treatment regulations.

Because COUNTY AGENCY is handling protected health information and providing health care services to clients on behalf of State, COUNTY AGENCY must comply with the terms of the Information Privacy Agreement signed by its County Administrator and the STATE, which is on file in the State Privacy Official's Office located at State's Central Office, 540 Cedar Street, St. Paul, MN 55164-0998 and is incorporated herein by reference.

11. **LIABILITY.** The COUNTY AGENCY and the REGIONAL ADMINISTRATIVE AGENCY agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other and the results thereof. The COUNTY AGENCY and the REGIONAL ADMINISTRATIVE AGENCY liabilities shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, section 466.01 to 466.15, and other applicable law.

12. **DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS**

COUNTY AGENCY certifies that neither it nor its principals is presently debarred or suspended by the state, or any of its departments, commissions, agencies, or political subdivisions. COUNTY AGENCY'S certification is a material representation upon which this contract is based. COUNTY AGENCY shall provide immediate written notice to the REGIONAL ADMINISTRATIVE AGENCY'S Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNATRY EXCLUSION**

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

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

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.
13. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in REGIONAL ADMINISTRATIVE AGENCY'S County, Minnesota.

14. **WAIVER.** If the REGIONAL ADMINISTRATIVE AGENCY fails to enforce any provision of this contract, that failure does not waive the provision or the REGIONAL ADMINISTRATIVE AGENCY'S right to enforce it.
15. **CONTRACT COMPLETE.** This contract contains all negotiations and agreements between the REGIONAL ADMINISTRATIVE AGENCY and the COUNTY AGENCY. No other understanding regarding this contract, whether written or oral may be used to bind either party.
16. **OTHER PROVISIONS.** None.

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

APPROVED:

**COUNTY AGENCY:**

**REGIONAL ADMINISTRATIVE AGENCY:**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

# **Office of Inspector General Fraud Prevention Investigations 2024-2025 Grant Cycle**

## **Introduction**

The Minnesota Department of Human Services (DHS) recognizes that there is no simple solution to avoid fraudulent activity in its public benefit programs. Minnesota is one of nine states where individual counties and tribal nations have responsibility for the day-to-day activities associated with administering human service programs. The DHS Fraud Prevention Investigation Program (FPI) and Grant process have largely remained unchanged for many years. As the FPI grants evolve, DHS looks to create a process that is more equitable and transparent, and offers the same opportunities for all our counties, regions, and tribes to be successful. DHS values the partnerships we have with our counties and tribes and looks forward to continuing our work together as a new process evolves.

DHS pursued funding this legislative session to support a two-year comprehensive and collaborative review of its fraud prevention, detection, and investigative efforts in the public benefit programs administered by DHS. At the conclusion of this process, DHS' fraud prevention, detection and control framework will operate under an agreed upon governance model that recognizes the value and important role of all the stakeholders; defines, distinguishes, and clarifies roles and responsibilities; and ensures consistent interpretation and application of policies, procedures, and processes. In turn, these activities will lead to more robust fraud prevention and detection activities that will positively affect performance measures related to recoveries, restitution, and cost avoidance. As part of this two-year process, DHS intends to develop, in collaboration with our county and tribal partners, a permanent funding formula for FPI grants.

## **Temporary FPI Grant Formula**

In the interim, DHS developed a temporary funding formula for the 2024-2025 FPI grant cycle to support county and tribal fraud prevention, detection, and investigations. The funding for this grant will be distributed based on three key data attributes - an initial allotment, cases worked, and eligibility.



These data attributes are defined as follows:

- **Initial Allotment** - An initial portion allotted to provide an equal base share to each county or tribe.
- **Cases Worked**<sup>1</sup> - This section pulls the distinct cases referred to the county between 1/1/2022-12/31/2022 from the Fraud Application System Environment (FASE). These cases are then divided by the twelve-month eligibility average to provide a ratio that is then ranked. The county position in that rank provides a percentage that can be used to provide this portion of the funding.
- **Eligibility**<sup>2,3</sup> - This is a proxy for the potential fraud opportunities that may exist in a county. The distinct individuals for each county are counted for each month (between 1/1/2022-12/31/2022) and averaged across the twelve-month period. This average for each county is then divided by the total twelve-month average to provide a percentage for this portion of the funding. For Tribal Nations, tribal census data was used in place of eligibility due to the difficulty in identifying eligible recipients to specific Tribal Nations.

Each of the attributes above is allotted a percentage of the total funding - the Initial allotment is 20%, Cases Work is 20%, and Eligibility is 60% - for the current model. The model calculates the three attribute allotments and sums them together for each for each county and tribal nation. Counties that are part of a region will have their allotments summed together to be distributed to that region. There will not be a reduction in any past grant allocations in the 2023 - 2024 grant contract cycle. What this means is that any County or region that would see a decrease in funding based on this formula will maintain their grant allocation from 2021-2022. Additionally, the 2023-2024 grant allocation amounts are minimums, and could be higher if some counties, regions, or tribes decline their funding.

## FPI Grant Application Process

Counties, regions and three of our tribal partners received (or will receive) a grant application via email, which included an Excel document that must be filled out and returned to Mary McCarthy at [dhs.pin.admin@state.mn.us](mailto:dhs.pin.admin@state.mn.us), by May 19, 2023. The Excel Document details how to complete the application for the FPI grant. Questions can be directed to Mary McCarthy at the email address provided.



## 2024-2025 County, Regional, or Tribal FPI Grant Allocation:

The table in this section shows specific 2024 fiscal year FPI grant allocation, which will also be the same allocation for 2025 fiscal year. For counties that operate as a region and choose to continue to do so, each county allocation in the region were added together for a regional total. Counties currently in a region may choose to operate their own FPI program with the allocation identified for that county. The allocations are minimums and could be higher if some counties, regions, or tribes decline their funding.

### Region, County and Tribal Funding Summary

#### State Fiscal Year 2024

Region	County	Reg Allocation	Cnty Allocation	Region	County	Reg Allocation	Cnty Allocation
Anoka	Anoka	\$285,000	\$285,000	MN Prairie	Freeborn	\$149,661	\$38,056
Becker	Becker	\$47,586	\$47,586	MN Prairie	Le Sueur	\$149,661	\$26,307
Beltrami	Beltrami	\$158,936	\$58,936	MN Prairie	Steele	\$149,661	\$36,292
Beltrami	Clearwater	\$158,936	\$50,000	MN Prairie	Waseca	\$149,661	\$25,102
Beltrami	Lake of the Woods	\$158,936	\$50,000	Mower	Fillmore	\$69,182	\$30,000
Benton	Benton	\$144,000	\$35,405	Mower	Mower	\$69,182	\$39,182
Benton	Mille Lacs	\$144,000	\$29,580	Nicollet	Nicollet	\$80,000	\$80,000
Benton	Morrison	\$144,000	\$28,101	Olmsted	Olmsted	\$76,663	\$76,663
Benton	Sherburne	\$144,000	\$50,914	Otter Tail	Otter Tail	\$100,000	\$100,000
Big Stone	Big Stone	\$11,515	\$11,515	Pine	Aitkin	\$118,672	\$25,000
Blue Earth	Blue Earth	\$110,000	\$110,000	Pine	Carlton	\$118,672	\$38,505
Brown	Brown	\$43,798	\$43,798	Pine	Kanabec	\$118,672	\$25,000
Cass	Cass	\$87,439	\$33,338	Pine	Pine	\$118,672	\$30,167
Cass	Hubbard	\$87,439	\$26,667	Ramsey	Ramsey	\$326,895	\$326,895
Cass	Wadena	\$87,439	\$27,434	Red Lake Nation	Red Lake Nation	\$17,689	\$17,689
Chippewa	Chippewa	\$25,000	\$25,000	Renville	Renville	\$95,000	\$95,000
Chisago	Chisago	\$65,000	\$65,000	Rice	Rice	\$34,048	\$34,048
Clay	Clay	\$125,000	\$125,000	Scott	Carver	\$126,466	\$36,088
Crow Wing	Crow Wing	\$135,000	\$135,000	Scott	McLeod	\$126,466	\$33,333
Dakota	Dakota	\$165,280	\$165,280	Scott	Scott	\$126,466	\$57,045
Douglas	Douglas	\$149,118	\$39,394	Sibley	Sibley	\$31,077	\$31,077
Douglas	Grant	\$149,118	\$19,101	Southwest	Cottonwood	\$210,256	\$18,044
Douglas	Pope	\$149,118	\$16,808	Southwest	Jackson	\$210,256	\$21,178
Douglas	Stevens	\$149,118	\$15,400	Southwest	Lincoln	\$210,256	\$13,000
Douglas	Swift	\$149,118	\$18,502	Southwest	Lyon	\$210,256	\$26,021
Douglas	Traverse	\$149,118	\$19,816	Southwest	Murray	\$210,256	\$13,511
Douglas	Wilkin	\$149,118	\$20,097	Southwest	Nobles	\$210,256	\$33,098
Faribault & Martin	Faribault	\$85,000	\$42,500	Southwest	Pipestone	\$210,256	\$18,513
Faribault & Martin	Martin	\$85,000	\$42,500	Southwest	Redwood	\$210,256	\$25,896
Hennepin	Hennepin	\$557,814	\$557,814	Southwest	Rock	\$210,256	\$25,324
Isanti	Isanti	\$50,000	\$50,000	Southwest	Yellow Medicine	\$210,256	\$15,671
Itasca	Itasca	\$75,000	\$37,500	St Louis	Cook	\$259,567	\$75,000
Itasca	Koochiching	\$75,000	\$37,500	St Louis	Lake	\$259,567	\$75,000
Kandiyohi	Kandiyohi	\$95,000	\$95,000	St Louis	St. Louis	\$259,567	\$109,567
Lac qui Parle	Lac qui Parle	\$27,333	\$27,333	Stearns	Stearns	\$145,000	\$145,000
Marshall	Kittson	\$222,708	\$21,140	Todd	Todd	\$45,000	\$45,000
Marshall	Mahnomen	\$222,708	\$18,052	Wabasha	Goodhue	\$119,704	\$36,329
Marshall	Marshall	\$222,708	\$31,587	Wabasha	Houston	\$119,704	\$23,398
				Wabasha	Wabasha	\$119,704	\$30,432

Marshall	Norman	\$222,708	\$20,327	Wabasha	Winona	\$119,704	\$29,545
Marshall	Pennington	\$222,708	\$54,500	Washington	Washington	\$130,000	\$130,000
Marshall	Polk	\$222,708	\$39,245	Watowan	Watowan	\$35,000	\$35,000
Marshall	Red Lake	\$222,708	\$20,329	White Earth	White Earth	\$24,796	\$24,796
Marshall	Roseau	\$222,708	\$17,528	Nation	Nation		
Mille Lacs Band	Mille Lacs Band	\$16,189	\$16,189	Wright	Meeker	\$125,799	\$62,500
MN Prairie	Dodge	\$149,661	\$23,904	Wright	Wright	\$125,799	\$63,299

**Total Allocation            \$5,002,191**

### County and Tribal Nation Funding Summary

#### State Fiscal Year 2024

#	Nation/County	Allocation	#	Nation/County	Allocation
1	Aitkin	\$25,000	46	Martin	\$42,500
2	Anoka	\$285,000	47	Meeker	\$62,500
3	Becker	\$47,586	48	Mille Lacs	\$29,580
4	Beltrami	\$58,936	88	Mille Lacs Band	\$16,189
5	Benton	\$35,405	49	Morrison	\$28,101
6	Big Stone	\$11,515	50	Mower	\$39,182
7	Blue Earth	\$110,000	51	Murray	\$13,511
8	Brown	\$43,798	52	Nicollet	\$80,000
9	Carlton	\$38,505	53	Nobles	\$33,098
10	Carver	\$36,088	54	Norman	\$20,327
11	Cass	\$33,338	55	Olmsted	\$76,663
12	Chippewa	\$25,000	56	Otter Tail	\$100,000
13	Chisago	\$65,000	57	Pennington	\$54,500
14	Clay	\$125,000	58	Pine	\$30,167
15	Clearwater	\$50,000	59	Pipestone	\$18,513
16	Cook	\$75,000	60	Polk	\$39,245
17	Cottonwood	\$18,044	61	Pope	\$16,808
18	Crow Wing	\$135,000	62	Ramsey	\$326,895
19	Dakota	\$165,280	63	Red Lake	\$20,329
20	Dodge	\$23,904	115	Red Lake Nation	\$17,689
21	Douglas	\$39,394	64	Redwood	\$25,896
22	Faribault	\$42,500	65	Renville	\$95,000
23	Fillmore	\$30,000	66	Rice	\$34,048
24	Freeborn	\$38,056	67	Rock	\$25,324
25	Goodhue	\$36,329	68	Roseau	\$17,528
26	Grant	\$19,101	70	Scott	\$57,045
27	Hennepin	\$557,814	71	Sherburne	\$50,914
28	Houston	\$23,398	72	Sibley	\$31,077

29	Hubbard	\$26,667	69	St. Louis	\$109,567
30	Isanti	\$50,000	73	Stearns	\$145,000
31	Itasca	\$37,500	74	Steele	\$36,292
32	Jackson	\$21,178	75	Stevens	\$15,400
33	Kanabec	\$25,000	76	Swift	\$18,502
34	Kandiyohi	\$95,000	77	Todd	\$45,000
35	Kittson	\$21,140	78	Traverse	\$19,816
36	Koochiching	\$37,500	79	Wabasha	\$30,432
37	Lac qui Parle	\$27,333	80	Wadena	\$27,434
38	Lake	\$75,000	81	Waseca	\$25,102
39	Lake of the Woods	\$50,000	82	Washington	\$130,000
40	Le Sueur	\$26,307	83	Watonwan	\$35,000
41	Lincoln	\$13,000	89	White Earth Nation	\$24,796
42	Lyon	\$26,021	84	Wilkin	\$20,097
44	Mahnomen	\$18,052	85	Winona	\$29,545
45	Marshall	\$31,587	86	Wright	\$63,299
43	McLeod	\$33,333	87	Yellow Medicine	\$15,671
				<b>Total Allocation</b>	<b>\$5,002,191</b>

<sup>1</sup> Programs subject to an FPI investigation in the cases worked attribute include but may not be limited to:

- 1) TANF (Temporary Assistance for Needy Families)
- 2) MFIP (MN Family Investment Program)
- 3) DWP (Diversionary Work Program)
- 4) WB (Work Benefit)
- 5) EA (Emergency Assistance)
- 6) SNAP (Supplemental Nutrition Assistance Program)
- 7) MA (Medical Assistance)
- 8) GA (General Assistance)
- 9) MSA (MN Supplemental Aid)
- 10) CCAP (Child Care Assistance Program)

<sup>2</sup> Eligibility for distinct recipients across all state programs is pulled from the following systems:

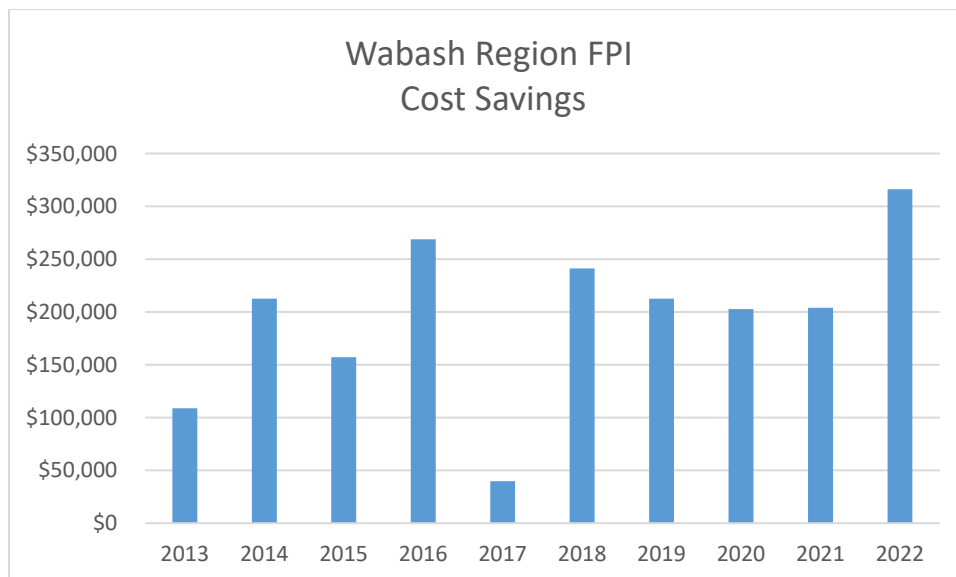
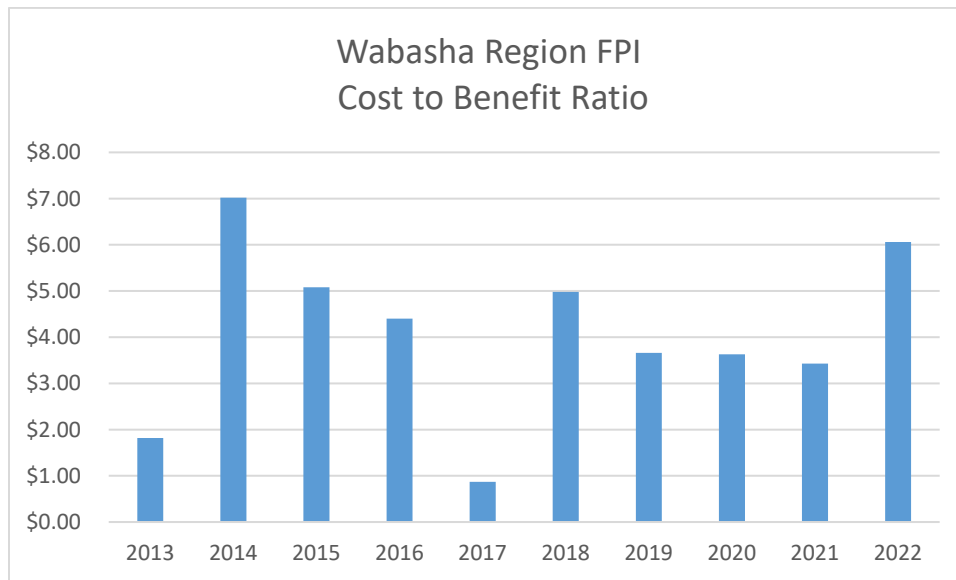
- MMIS
- MAXIS

<sup>3</sup> Due to system limitations, tribal nation data uses the population data from the 2017-2021 American Community Survey 5-Year Estimates of the United States Census Bureau.

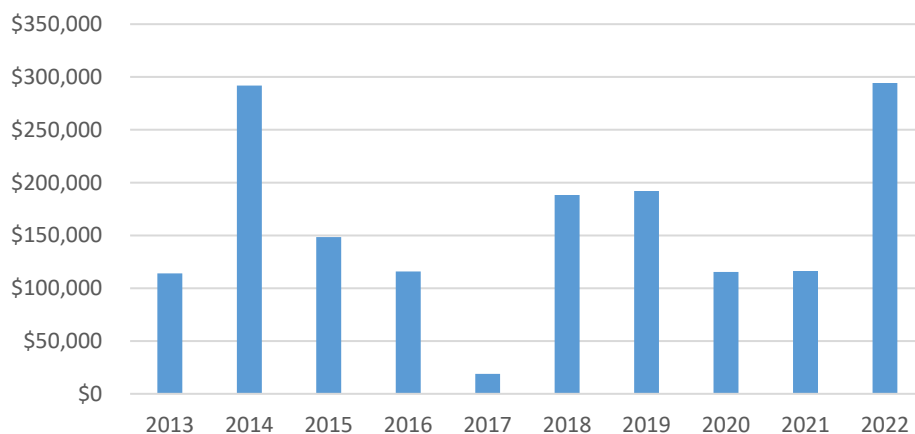
# Wabasha Region Fraud Prevention Investigation

## Program Analysis

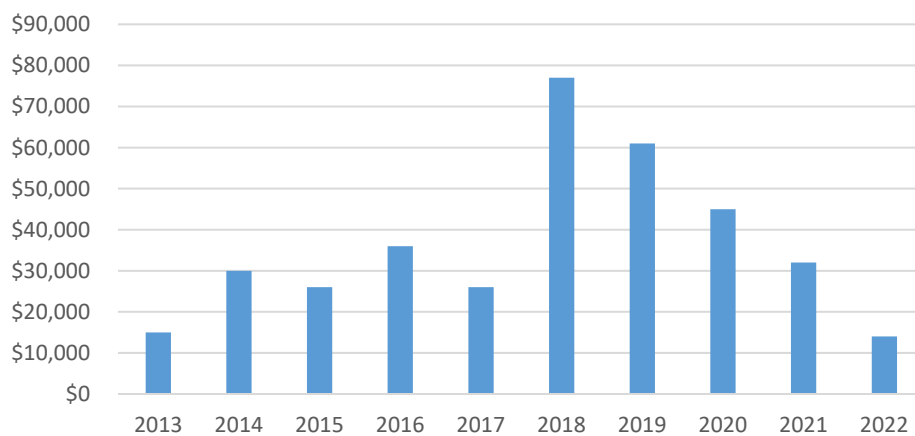
	CBR	Savings	Overpayments	ADH	Criminal	Referrals	Cases Month	Avg Days
2013	\$1.82	\$108,813	\$113,958	\$15,000		125	11	13
2014	\$7.02	\$212,577	\$291,808	\$30,000		373	30	12
2015	\$5.08	\$157,122	\$148,349	\$26,000		265	21	18
2016	\$4.40	\$268,755	\$115,855	\$36,000		253	25	20
2017	\$0.87	\$39,744	\$18,842	\$26,000		195	15	31
2018	\$4.98	\$241,196	\$188,320	\$77,000	\$0	212	19	30
2019	\$3.66	\$212,624	\$192,017	\$61,000	\$2,000	182	17	30
2020	\$3.63	\$202,684	\$115,467	\$45,000	\$4,000	207	17	15
2021	\$3.43	\$203,928	\$116,314	\$32,000	\$2,000	129	11	12
2022	\$6.06	\$316,232	\$294,315	\$14,000	\$4,000	209	16	14



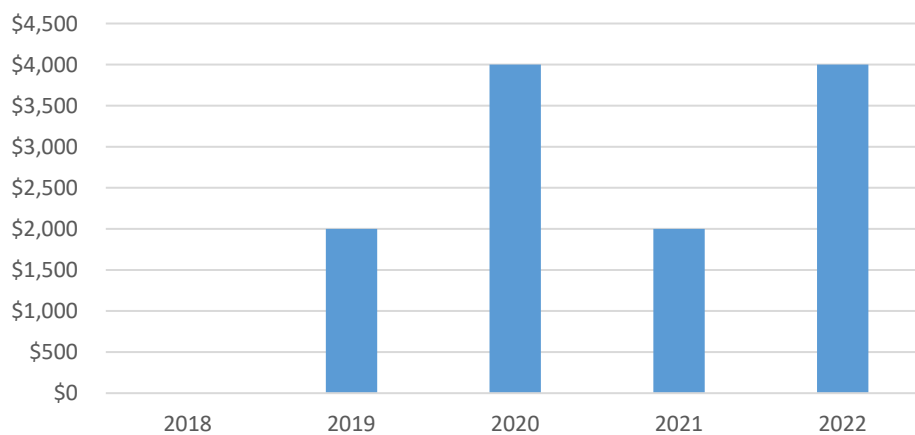
### Wabasha Region FPI Overpayments Identified

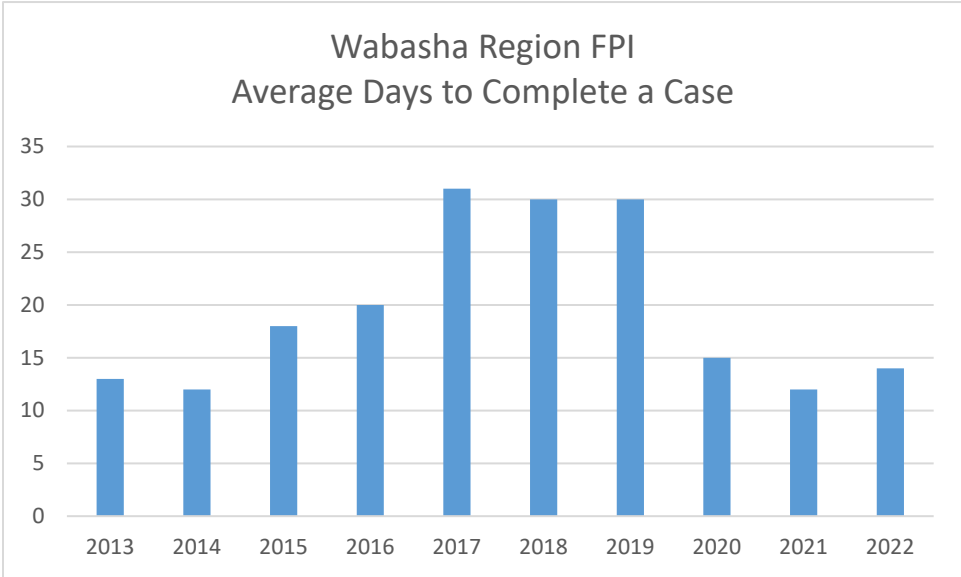
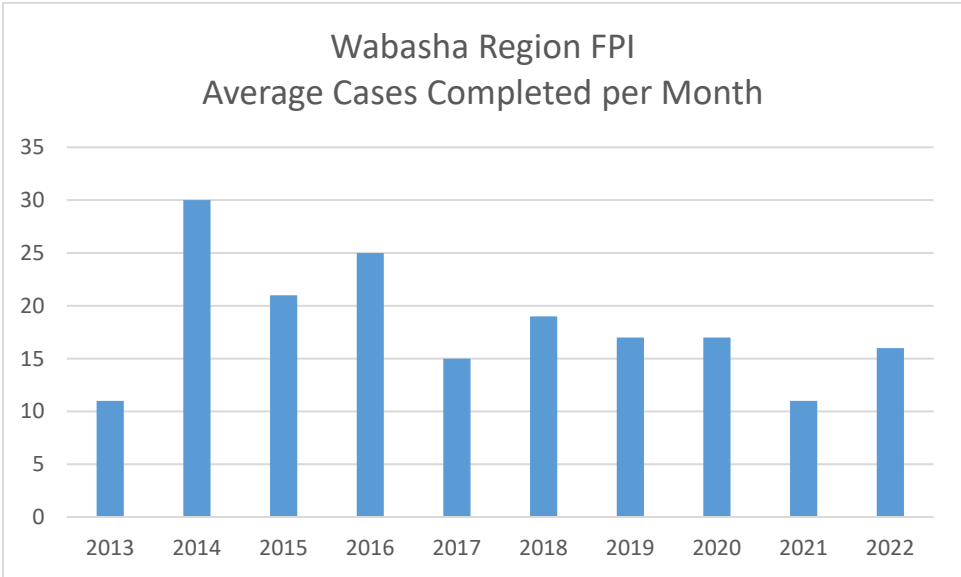
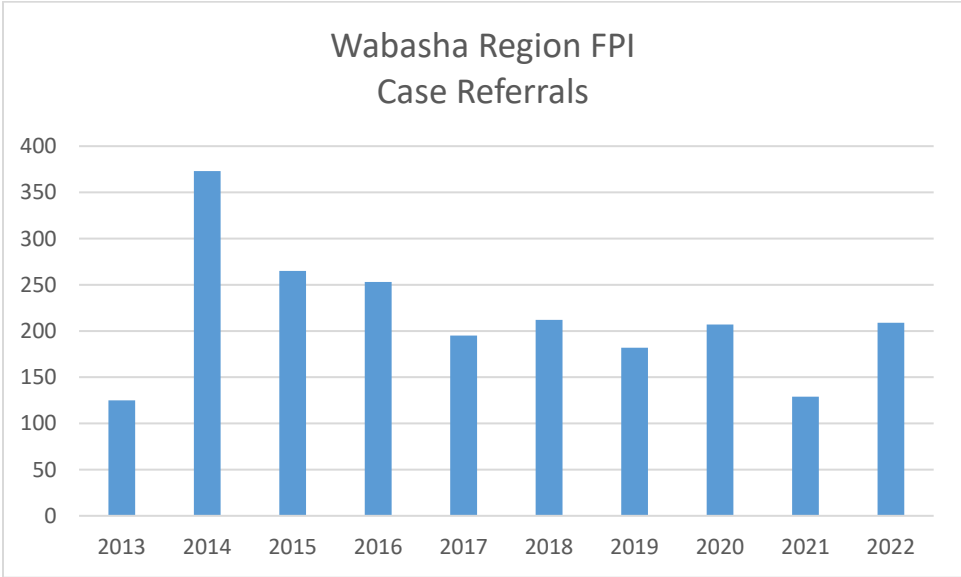


### Wabasha Region FPI ADH Case Credit



### Wabasha Region FPI Criminal Case Credit





**Budget Summary**

**SFY2024-SFY2025 Fraud Prevention Investigation (FPI) funding**

**Budget Summary**

Do not directly enter dollar amounts in this Budget Summary tab. It will populate the information automatically based on entries in the justification tabs.

BUDGET SUMMARY Year 1		BUDGET SUMMARY Year 2	
Allowable activities	TOTAL BUDGET	Allowable activities	TOTAL BUDGET
Salary expenditures	\$ 95,232.00	Salary expenditures	\$ 95,232.00
Fringe Benefits	\$ 21,368.00	Fringe Benefits	\$ 21,368.00
Staff Travel Expenditures	\$ 914.00	Staff Travel Expenditures	\$ 914.00
Equipment	\$ 750.00	Equipment	\$ 750.00
Office Supplies, Copying and Postage	\$ -	Office Supplies, Copying and Postage	\$ -
Rent and Utilities	\$ -	Rent and Utilities	\$ -
Telephone	\$ 565.00	Telephone	\$ 565.00
Staff Development or Conferences	\$ 875.00	Staff Development or Conferences	\$ 875.00
Contractual	\$ -	Contractual	\$ -
Liability and Bonding Insurance	\$ -	Liability and Bonding Insurance	\$ -
Audit	\$ -	Audit	\$ -
Other Direct FPI Costs	\$ -	Other Direct FPI Costs	\$ -
Indirect Cost Rate (Up to 10%)	\$ -	Indirect Cost Rate (Up to 10%)	\$ -
<b>TOTAL FUNDS BUDGETED State FY 2024</b>	<b>\$ 119,704.00</b>	<b>TOTAL FUNDS BUDGETED State FY 2025</b>	<b>\$ 119,704.00</b>
		<b>Total Budget YR1 and Y2</b>	<b>\$ 239,408.00</b>
		<b>Available funding</b>	<b>\$ 239,408.00</b>
		<b>Balance</b>	<b>\$ -</b>

**FPI Expenditure Report SFY 2022**

The tables below will expand as necessary. The FPI Expenditure Report must contain a complete breakdown of budget category items for SFY 2022. Enter the breakdown of actual expenses for SFY 2022. Text boxes will turn from pink to blue when completed.

Budget Line / Allowable Uses	Justification Narrative	Allocation
Salary expenditures. Include the number of full time employees and their names (if known)	NATE BARKER - 1 FULL TIME EMPLOYEE	\$ 87,086.65
Fringe benefits (provide a description)	MEDICAL, DENTAL, LIFE INSURANCE	\$ 22,071.00
Staff travel expenditures (provide a description)	VEHICLE GAS AND MAINTENANCE	\$ 1,851.95
Equipment (provide a description)	UNIFORM	\$ 750.00
Office supplies, copying, and postage (provide a description)	RECORDS REQUESTS/RESEARCH	\$ 1,323.00
Rent and utilities (provide locations of rental space and description of utilities)		
Telephone	CELL PHONE EXPENSE	\$ 562.82
Staff development or conferences (provide descriptions of conferences and/or trainings)	ANNUAL CONFERENCE AND TRAINING EXPENSE	\$ 874.00
Contractual Provide the name of the entity the contract is with, the name of Authorized Representative of the contractor, the responsibilities that are being contracted, the full time employee's (both the number and names), and the duration of the contract. A copy of the contract must accompany the proposal.		
Liability and bonding insurance (Specify)		
Audit (Specify)		
Other Direct FPI Program Costs (Specify)		
Indirect Cost Rate (up to 10%)		
		\$ 114,519.42



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



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	June 20, 2023	<b>Staff Lead:</b>	Kris Johnson
<b>Consent Agenda:</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Attachments:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Action Requested:</b>	Approve Contracts with Goodhue County Education District (GCED) for community-based services from July 1, 2023 to June 30, 2024.		

**BACKGROUND:**

Goodhue County Health and Human Services (GCHHS) and Goodhue County Education District (GCED) continue to have an important working agreement in place to benefit the children, families and communities in Goodhue County. Each time when this contract is renewed, the contract is carefully reviewed, and updated as needed together by GCHHS and GCED to better meet the needs, and continually improve the collaborative work.

For many years, one important part of this collaboration has been the shared social work position to provide early childhood services to families in Goodhue County. This position has allowed GCHHS and GCED to collaborate to serve families when their children have a newly identified developmental concern when those issues are most responsive to intervention.

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

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 Education District Professional Service Agreement**  
**With Goodhue County Health and Human Services**

The **Goodhue County Health & Human Services**, 426 West Avenue, Red Wing, Minnesota 55066, hereafter referred to as the "Agency" and

**Goodhue County Education District(s) (#252, #253, #256, #813, #2172, #2805)** located at 395 Guernsey Lane, Red Wing, MN 55066 hereafter referred to as the "Contractor" enter into this agreement for the period from **July 1, 2023** to **June 30, 2024**.

This contract may be extended by written agreement between the Agency and the Contractor.

**WITNESSETH**

WHEREAS, The Contractor is an organization certified by the Minnesota Department of Education to provide **Educational Assistance setting IV Special Education Services**;

WHEREAS, the Contractor and the Agency agree to participate in providing Interagency coordinated services and programs for children; and

WHEREAS, it is to the Contractor and the Agency best interest, the community's benefit, and the enhancement of Children's Mental Health to provide a clinical and family based component in order for children with disabilities to satisfactorily progress emotionally, socially and educationally; and

WHEREAS, the Contractor along with the Agency will fund the Setting IV and Early Childhood Programs for Children; and

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

1. **Agency and Contractor's Duties**

The Goodhue County Health & Human Services agrees to provide funding towards these collaborative services and the Contractor agrees to furnish the following:

- |   |                            |
|---|----------------------------|
| 1. <b><u>Educational Assistance setting IV - 139X</u></b> | <b><u>\$560,037.00</u></b> |
|---|----------------------------|

Contractor agrees to provide the facility, including appropriate space for the provision of mental health including the services for children/families enrolled in the program. The classrooms and other facilities in which students receive instruction, related services and supplemental aids and services shall be essentially equivalent to regular education programming, shall provide an atmosphere conducive to learning, and shall meet student's special physical, sensory, and emotional needs.

NOW THEREFORE, IT IS AGREED, by and between the Contractor and the Agency, the conditions of the contract as follows:

- a. Direct service will be provided according to student's IEP/IFSP each day school is in session, including the regular school year, extended school year and beyond. The student's IEP/IFSP will document need for services, including need for extended school year.
- b. Schedule flexibility will be allowed so that evening parent education and family services may be provided and the mental health component can be integrated and coordinated with the education component.

- c. Services will consist of program development and implementation, including diagnostic assessments, treatment planning, individual and group counseling, parent education, family counseling, consultation, team meetings, report writing, and meeting other applicable policies and procedures of the Contractor and the Agency. The process of providing a service offered through this contractual agreement will be done as an IEP/IFSP team decision function and not solely by a decision of the Contractor or the Agency.
- d. Agency will provide school social worker to serve as a Parent Support Specialist to receive and act on referrals of children and families from parents, school, and county staff. The Parent Support Specialist will be a GCED employee. The Parent Support Specialist will be located one day per week at the GCHHS building and will take work direction from the GCHHS Social Services Supervisor that may include, but is not limited to, administration of Family Support Grant and Rule 185 case management.

2. Cost and Delivery of Purchased Services

- a. The total amount to be paid to the Contractor for the Purchased Services shall not exceed **\$560,037.00**.
- b. It is understood and agreed that in the event the reimbursement to the Contractor and/or the County from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations for each party hereunder shall thereupon be modified or terminated; notification by the party seeking modification/termination must be served on all parties at least 60 days prior to proposed action.
- c. The Director of Special Education for Goodhue County Education District and the Director of Goodhue County Health & Human Services shall be responsible for oversight of the contracted services when such services are being submitted for reimbursement for special education aids.

3. Eligibility for Services

Eligibility for services under this contract shall be:

- a. All children must have legal residence in Goodhue County as per MN Statute 120A.22.
- b. All children must be identified as disabled according to Minnesota Department of Education regulations and be in need of special education services.
- c. All children determined to be eligible for the Setting IV must be at least three (3) years old but less than twenty-one (21) years old.
- d. The Contractor and the Agency shall secure, and then share:
  1. Joint release of information.
  2. Assessment report (child).
  3. ISP, IEP.
  4. Parent Conference/Periodic Review(s) Reports.

Written reports shall contain documentation of student progress toward ISP, IEP Goals/Objectives.

- e. The Contractor shall follow established written due process procedures for terminating services to a client. The Agency shall be notified in 30 days.

4. Payment for Purchased Services

- a. Certification of expenditures: The Contractor shall submit invoices for Contract Services provided, to the Agency in January and July of each year. The invoice shall show total program and administrative expenditures for the SFY.

5. Audit and Record Disclosures

- a. Allow Director of the Agency and the Minnesota Department of Human Services access to the Contractor's facility records at regular office hours to exercise their responsibility to monitor purchased services.
- b. Records pertaining to the contract at the Contractor offices and the Agency offices for three years for audit purposes.

6. Safeguard of Client Information

The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in the MN Data Practices Act, HIPAA or FERPA, or for any purpose not directly connected with the Contractor's or Agency's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

7. Equal Employment Opportunity and Civil Right Non-Discrimination

The Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504; Minnesota Statutes, section 363A.02; and all applicable federal and state laws, rules regulations and orders prohibiting discrimination in employment, facilities and services. The Contractor shall not discriminate in employment, facilities, and in the rendering of Purchased Services hereunder on the basis of race, color, religion, age, gender, sexual orientation, disability, marital status, public assistance status, creed, or national origin.

8. Fair Hearing and Grievance Procedures

The Contractor agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statute; section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and administrative rules of the Department of Education.

9. Bonding, Indemnify, Insurance and Audit Clause

a. Bonding: The Contractor shall obtain and maintain at all times, during the term of this agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies, in an amount not less than 1/6 of the not to exceed total in 2.a.

b. Indemnify: The Contractor agrees that it will, at all times, indemnify and hold harmless the Agency from any and all liability, loss, damages, costs of expenses which may be claimed against the Contractor or Agency:

1. By reason of any service client's suffering personal injury, death, or property loss, or damages either while participating in or receiving from the Contractor under this agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or
2. By reason of the service client's causing injury to, or damage to, the property of another

person during any time when the Contractor or his assigns, or employee thereof, has undertaken or is furnishing the care and service called for under this agreement.

c. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this contract, have and keep in force a liability insurance policy of not less than \$1,000,000/\$3,000,000.

d. Audit: The Contractor agrees that within 60 days after the termination date of this contract, an audit of said records will be conducted by a Certified Public Accounting firm, with a copy of same available to the Agency upon request.

10. Conditions of the Parties' Obligations

a. Before the termination date specified in Section 1 of this agreement, the Contractor and the Agency may evaluate the performance of this agreement to determine whether such performance merits reviewal of this agreement.

b. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been submitted in writing, duly signed, and attached to the original of this agreement.

c. No claim for services furnished by the Contractor, not specifically provided in this agreement, will be allowed by the Agency.

11. Subcontracting

The Contractor and the Agency may enter into subcontracts for any of the goods and services contemplated under this agreement without prior written notification. All subcontracts shall be subject to the requirements of this contract. The Contractor and the Agency shall be responsible for the performance of any subcontractor retained by that party in performance of its duties under this contract.

12. Miscellaneous

Entire Agreement: 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 relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and the Agency relating to the subject matter hereof.

IN WITNESS WHEREEOF, the Contractor and the Agency have executed this Agreement as of the day and year first above written.

APPROVED BY:

By: \_\_\_\_\_  
**Agency:** GCHHS Board Chair

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
**Agency:** GCHHS Director

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
**Contractor:** GCED Board Chair

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
**Contractor:** GCED Director

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Goodhue County Attorney

\_\_\_\_\_  
Date

**Goodhue County Health and Human Service Professional Service Agreement**  
**With Goodhue County Education District**

**Goodhue County Education District(s)(GCED) (#252, #253, #256, #813, #2172, #2805) located at 395 Guernsey Lane, Red Wing, MN 55066, hereafter referred to as the “Agency” and**

**Goodhue County Health & Human Services, 426 West Avenue, Red Wing, Minnesota 55066 hereafter referred to as the “Contractor” enter into this agreement for the period from July 1, 2023 to June 30, 2024.**

This contract may be extended by written agreement between the Agency and the Contractor.

**WITNESSETH**

WHEREAS, the Contractor is an organization licensed by the Department of Human Services and the Minnesota Department of Health to provide **Case Management and Supportive Family Based Services;**

WHEREAS, the Contractor and the Agency agree to participate in providing Interagency coordinated services and programs for children; and

WHEREAS, it is to the Contractor’s and the Agency’s best interest, the community’s benefit, and the enhancement of Children’s Mental Health to provide a clinical and family based component in order for children with disabilities to satisfactorily progress emotionally, socially and educationally; and

WHEREAS, the Contractor is required to provide mental health services in accordance with the Comprehensive Mental Health Act; and

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

1. **Agency and Contractor Duties:**

The Goodhue County Education District agrees to provide funding towards these collaborative services and the contractor agrees to furnish the following:

1.	<u>Child General Case Management - 193X</u>	<u>\$220,760.00</u>
2.	<u>Child Rule 79 Case Management - 490X</u>	<u>\$103,000.00</u>
3.	<u>Family Based Counseling—162X</u>	<u>\$61,800.00</u>
4.	<u>Family Group Decision Making—166X</u>	<u>\$10,300.00</u>

Agency agrees to provide the facility, including appropriate space for the provision of mental health including the services for children/families enrolled in the program. The classrooms and other facilities in which students receive instruction, related services and supplemental aids and services shall be essentially equivalent to regular education programming, shall provide an atmosphere conducive to learning, and shall meet student’s special physical, sensory, and emotional needs.

NOW THEREFORE, IT IS AGREED, by and between the Contractor and the Agency, the conditions of the contract as follows:

- a. Provide direct individual, group and family services to qualified students with disabilities in the Goodhue County Education District. The IEP/IFSP of these qualified students with disabilities contains documentation of the need for the services.
- b. Provide direct services to the parents (guardians) and families of the Interagency County Education District Program children through parent education, case management, crisis planning and

intervention, and mental health consultation.

- c. Serve as support liaison between home, school, and community agencies. Case managers and social workers will participate in an interagency committee related to children in the Education District school child study team meetings on children served. In addition to providing general clinical input, the case managers and social workers will complete evaluations and make recommendations for program placement transition.
- d. Ensure that the mental health professional shall participate on an interagency County Education District committee to consider the special needs and develop appropriate services for each student.
- e. Provide mental health consultation to special education staff, regular education staff, school administrators, and other Agency personnel as appropriate.
- f. The Contractor will employ social worker to provide services to children with school attendance concerns. All County social workers must pass the State Merit System exam and be "certified" by Minnesota Merit System for County hire. Personnel may also hold licenses from Board of Teaching, Commissioner of MDE or Board of Social Work.
- g. A Mental Health Practitioner Social Workers/Family Therapist/Consultant will be subcontracted through the contractor for the length of this contract.
- h. Direct service will be provided according to student's IEP/IFSP each day school is in session, including the regular school year, extended school year and beyond. The student's IEP/IFSP will document need for services, including need for extended school year.
- i. Schedule flexibility will be allowed so that evening parent education and family services may be provided and the mental health component can be integrated and coordinated with the education component.
- j. Services will consist of program development and implementation, including case management diagnostic assessments, crisis planning and intervention, treatment planning, individual and group counseling, parent education, family counseling, consultation, team meetings, report writing, and meeting other applicable policies and procedures of the Contractor and the Agency. The process of providing a service offered through this contractual agreement will be done as an IEP/IFSP team decision function and not solely by a decision of a district or Contractor.
- k. Direct clinical time and direct administrative supervision will be provided by the Contractor staff.

## 2. Cost and Delivery of Purchased Services

- a. The total amount to be paid to the Contractor for the Purchased Services shall not exceed **\$395.860.00**
- b. It is understood and agreed that in the event the reimbursement to the Contractor and/or the County from State and Federal sources is not obtained and continued at a level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations for each party hereunder shall thereupon be modified or terminated; notification by the party seeking modification/termination must be served on all parties at least 60 days prior to proposed action.
- c. The Director of Special Education for Goodhue County Education District and the Director of Goodhue County Health & Human Services shall be responsible for oversight of the contracted services when such services are being submitted for reimbursement for special education aids.

## 3. Eligibility for Services

Eligibility for services under this contract shall be:

- a. All children must have legal residence in Goodhue County as per MN Statute 120A.22.
- b. All children must be identified as disabled according to Minnesota Department of Education regulations and be in need of special education services.
- c. All children determined to be eligible for the Setting IV must be at least three (3) years old but less than twenty-one (21) years old.
- d. The Contractor and the Agency shall secure, and then share:

1. Joint release of information.



2. Assessment report (child).
3. ISP, IEP.
4. Parent Conference/Periodic Review(s) Reports.

Written reports shall contain documentation of student progress toward ISP, IEP Goals/Objectives.

- e. The Contractor shall follow established written due process procedures for terminating services to a client. The Agency shall be notified in 30 days.

4. Payment for Purchased Services

The Contractor will invoice the Agency in July of each year for the previous SFY.

The Agency shall reimburse the Contractor 100 percent of the billed costs for the provision of the services in item 1 within 60 days of receipt of the bill.

5. Audit and Record Disclosures

- a. Allow Director of the Contractor and the Minnesota Department of Human Services access to the Agency's facility records at regular office hours to exercise their responsibility to monitor Purchased services.
- b. Records pertaining to the contract at the Contractor's Offices and the Agency's offices for three years for audit purposes.

6. Safeguard of Client Information

The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in the MN Data Practices Act, HIPAA or FERPA, or for any purpose not directly connected with the Contractor and the Agency responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

7. Equal Employment Opportunity and Civil Right Non-Discrimination

The Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504; Minnesota Statutes, section 363A.02; and all applicable federal and state laws, rules regulations and orders prohibiting discrimination in employment, facilities and services. The Contractor shall not discriminate in employment, facilities, and in the rendering of Purchased Services hereunder on the basis of race, color, religion, age, gender, sexual orientation, disability, marital status, public assistance status, creed, or national origin.

8. Fair Hearing and Grievance Procedures

Contractor agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statute; section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services and administrative rules of the Department of Education.

9. Bonding, Indemnify, Insurance and Audit Clause

- a. Bonding: Contractor shall obtain and maintain at all times, during the term of this agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies, in an amount not less

than 1/6 of the not to exceed total in 2.a.

b. Indemnify: Contractor agrees that it will, at all times, indemnify and hold harmless the Agency from any and all liability, loss, damages, costs of expenses which may be claimed against the Contractor:

1. By reason of any service client's suffering personal injury, death, or property loss, or damages either while participating in or receiving services from the Contractor under this agreement, or
2. By reason of the service client's causing injury to, or damage to, the property of another Person during any time when the Contractor or his assigns, or employee thereof, has undertaken or is furnishing the care and service called for under this agreement.

c. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this contract, have and keep in force a liability insurance policy of not less than \$1,000,000/\$3,000,000.

d. Audit: The Contractor agrees that within 60 days after the termination date of this contract, an audit of said records will be conducted by a Certified Public Accounting firm, with a copy of same available to the Agency upon request.

10. Conditions of the Parties' Obligations

a. Before the termination date specified in Section 1 of this agreement, the Contractor and the Agency may evaluate the performance of this agreement to determine whether such performance merits review of this agreement.

b. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been submitted in writing, duly signed, and attached to the original of this agreement.

c. No claim for services furnished by the Contractor, not specifically provided in this agreement, will be allowed by the Agency.

11. Subcontracting

The Contractor and the Agency may enter into subcontracts for any of the goods and services contemplated under this agreement without prior written notification. All subcontracts shall be subject to the requirements of this contract. The Contractor and the Agency shall be responsible for the performance of any subcontractor retained by that party in performance of its duties under this contract.

12. Miscellaneous

Entire Agreement: 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 relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and the Agency relating to the subject matter hereof.

IN WITNESS WHEREEOF, the Contractor and the Agency have executed this Agreement as of the day and year first above written.

APPROVED BY:

By: \_\_\_\_\_  
**Agency:** GCED Board Chair Date \_\_\_\_\_

By: \_\_\_\_\_  
**Agency:** GCED Director Date \_\_\_\_\_

By: \_\_\_\_\_  
**Contractor:** GCHHS Board Chair Date \_\_\_\_\_

By: \_\_\_\_\_  
**Contractor:** GCHHS Director Date \_\_\_\_\_

By: \_\_\_\_\_  
Goodhue County Attorney Date \_\_\_\_\_

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



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	June 20, 2023	<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 an agreement for Mayo Clinic Health System to request enrollment for the critical access hospital located in Lake City, Minnesota in the federal 340B Drug Discount Program.		

**BACKGROUND:**

Maureen Kwiecinski, Legal Counsel from Mayo Clinic Health System Legal Department contacted Goodhue County Attorney Stephen O’Keefe to seek Goodhue County’s approval for Mayo Clinic Health System to have a charity care program in Lake City, MN. This is done by providing financial support for patients who are unable to pay for services and do not have Medicare or Medicaid benefits. The Goodhue County Attorney has reviewed, and request and language and agrees with the requester that this is a basic formality to meet the requirements of 340B, and it does not bind the County in anyway.

According to Mayo Clinic Legal Counsel, the federal anti-inducement laws do not permit Mayo to give services to patients for “free” – so Mayo typically requires patients who need financial assistance to let Mayo know and provide information about their financial need. That way the Mayo can make arrangements for appropriate financial support without violating inducement laws. Sometimes patients skip this step and get frustrated if they receive repeat bills or a collections notice. According to their Legal Counsel, they do their best to let patients know that they can contact us if they are unable to pay. Here is a link to our information about Mayo Clinic’s charity care program: <https://www.mayoclinic.org/patient-visitor-guide/billing-insurance/financial-assistance> .

Attached, please find the memo, and the agreement.

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

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# Memorandum



**To:** Goodhue County Health & Human Services  
**From:** Mayo Clinic Legal Department  
**Date:** June 12, 2023  
**RE:** Request for Written Agreement with Mayo Clinic to Support 340B Participation

---

## EXECUTIVE SUMMARY

Mayo Clinic is seeking to enroll the Mayo Clinic Health System- Lake City critical access hospital (the “Hospital”) in the federal 340B Drug Discount Program. **This will allow the Hospital to purchase outpatient drugs at a discount.** To qualify, the Hospital must execute a written agreement with a unit of the state or local government pursuant to which the Hospital commits to provide health care services to community members who are low-income and not entitled to benefits under Medicare or Medicaid. In the proposed agreement, Goodhue County will not assume any ongoing obligations, other than to acknowledge that Mayo Clinic provides charity care within Goodhue County. Mayo Clinic agrees to continue its long-standing commitment to the provision of health care services to indigent, uninsured and underinsured Goodhue County residents through Mayo’s charity care and other community support programs. Through Mayo’s charity care programs, low-income community members can receive care at reduced or no cost. We are grateful for the opportunity to continue to serve the Goodhue community.

### 1. SITUATION

Mayo Clinic is requesting approval from the Goodhue County Department of Health & Human Services to enter into a written agreement pursuant to which Mayo commits to provide health care services to community members who are low-income and not entitled to benefits under title XVIII of the Social Security Act (Medicare) or eligible for assistance under any State plan under Title XIX (Medicaid). In the agreement, Goodhue will acknowledge that Mayo provides charitable care through the Mayo charitable care program, but Goodhue has no other obligations under the agreement.

### 2. BACKGROUND

Thank you for taking the time to consider this request. Since the 340B program has been in the news lately, we thought it may be helpful to provide some background on the program.

The federal [340B Drug Pricing Program](#) is administered by the Health Resources & Services Administration (HRSA) within the U.S. Department of Health & Human Services (HHS). The goal of the program is to provide financial support to safety net health care facilities – including facilities located in rural areas, and those that serve a high percentage of under- or uninsured patients.

The 340B program is an unusual federal program established by Congress in 1992 and it is helpful to understand Congress’ reasons for creating the program. In 1990, Congress created the Medicaid Drug Rebate Program (MDRP) to establish a ceiling price for drugs purchased from drug manufacturers through Medicaid. Under the statute, Medicaid became a “preferred provider,” requiring manufacturers to offer Medicaid the “best price” offered to any other health insurance provider or payor.

Although the statute sought to lower the cost of Medicaid drug purchases, in the calculation of the “best price,” the statute did not exclude drugs donated or offered at a discount to needy hospitals through manufacturers’ charitable giving programs. Before the Medicaid preferred provider statute was passed, many drug manufacturers regularly sold at a reduced cost or donated prescription drugs to health care facilities with high volumes of low-income patients in exchange for a tax deduction and the goodwill of the community. Under the 1990 statute, however, if a drug manufacturer donated or discounted drugs to a safety net provider, it would be obligated to offer the drugs at the same cost (or no cost) for all Medicaid patients. Without an exclusion for donated or discounted drugs, charitable giving by drug manufacturers fell off significantly and safety net hospitals and other providers had to absorb the added cost of providing drugs at a reduced cost to Medicaid.

In 1992, Congress attempted to address the drop off in voluntary manufacturer drug donations and discounts by amending the Public Health Service Act (PHSA) to create the 340B Program. The stated purpose of the new program was to “stretch scarce Federal resources” to support critical access hospitals and other safety net providers. As a practical matter, the program turned the prior voluntary discounts for safety net providers into mandated discounts.

The 340B program functions by setting a “ceiling price” for what drug manufacturers can charge for outpatient drugs sold to health care providers that qualify as “covered entities” under the 340B rules. All covered entities are either governmental entities or charitable organizations that serve needy populations, such as children’s hospitals, critical care hospitals, rural health centers, disproportionate care hospitals, HIV clinics, and others.

As noted above, the intent of the program was to offset the increased costs to safety net providers that resulted from the 1990 Medicaid rule and provide financial support to providers who may not be adequately compensated for the services they provide to the under- and uninsured. Congress anticipated that hospitals and other organizations participating in the 340B program would use the financial benefit to support their charitable care programs.

However, for at least the past ten years, drug manufacturers have actively sought to minimize the discounts manufacturers are required to provide to under the program. At the same time, manufacturers increased the price of their drugs faster than inflation for over 1,200 drugs between July 2021 and July 2022, with an average price increase of 31.6% and several drugs experiencing over 500% price growth. See AHA, [The 340B Program: How it Delivers Value to Patients and Providers](#). The two major themes advanced by drug manufacturers to support eliminating or limiting the discount program are: (1) allegations that safety net providers attempt to use the discount program unfairly; and (2) allegations that safety net providers do not use the financial benefit of participating in the program to support their charitable care programs. This has led to a lengthy public relations campaign (and litigation) with drug manufacturers seeking to eliminate or limit the program, and safety providers hoping to maintain the discount.

Unfortunately, in lieu of federal funds, or a return of the voluntary charitable donations that drug manufacturers previously provided, many safety net providers are not sustainable without the benefit of the 340B discount. The American Hospital Association (AHA) and other advocacy groups have substantial data demonstrating the critical financial support the 340B program provides to safety net providers.

Historically, many of Mayo Clinic’s safety net providers have participated in the 340B program and Mayo uses the benefit of participation to offset the costs of caring for under- and uninsured members of our community. The hospital was not previously enrolled because the discount is only available for drugs

dispensed to hospital outpatients and the hospital did not have a high volume of outpatient dispensing. During the recent pandemic, Mayo reevaluated the Lake City critical access hospital and determined that it may be worthwhile to enroll. It can be very difficult to measure the benefit of participation for a single hospital because the reimbursement we receive from third party payors changes so frequently and sometimes our system has access to helpful volume-based purchasing agreements. However, we agree with the AHA's view that the manufacturer discounts available through the program are a significant benefit for health care providers struggling with the increasing number of under and uninsured families across the country.

In order to enroll the Mayo Lake City critical access hospital, the 340B rules require Mayo is enter into an agreement with the state or local governmental agencies. While we could pursue a single contract with the State of Minnesota, our preference is to work within the communities we serve. As noted in the Executive Summary above, the agreement required does not require Goodhue County to take on new obligations – we are simply seeking to formally memorialize the fact that Mayo will continue to offer care at reduced or no cost to under- and uninsured patients in Goodhue County through Mayo's charitable care programs.

We are more than happy to answer and questions or concerns you may have about Mayo's participation in the 340B program. Thank you again for your time and consideration.

Other helpful resources:

- [H.R. Rep No 102-384](#), pt. 2, at 12 (1992)
- American Action Forum, [Primer: The 340B Drug Pricing Program](#)



April 25, 2023

Goodhue County  
Department of Health & Human Services  
509 W 5th Street  
Red Wing, MN 55066

RE: **Mayo Commitment to Serve Low-Income Community Members in Goodhue County**

Dear Commissioners:

This Letter Agreement (the "Agreement") is intended to memorialize an agreement by and between MAYO CLINIC HEALTH SYSTEM—LAKE CITY ("Mayo") and GOODHUE COUNTY ("Goodhue County").

Mayo owns and operates a non-profit, 501(c)(3) tax-exempt critical access hospital in Goodhue County, located at 500 W Grant St, Lake City, Minnesota 55041 (the "Hospital"). Mayo is seeking to enroll the Hospital in the federal 340B Drug Discount Program. To qualify, Mayo must enter into a contract with a unit of the state or local government pursuant to which Mayo commits to provide health care services to community members who are low-income and not entitled to benefits under the title XVIII of the Social Security Act ("SSA") or eligible for assistance under any State plan under SSA Title XIX.

Pursuant to this Agreement, Mayo agrees to continue its long-standing commitment to the provision of health care services to indigent, uninsured and underinsured residents of Goodhue County through its charity care and other community support programs. All Mayo patients will receive necessary care, as required by law, regardless of the ability to pay. Through Mayo's charity care programs, low-income community members can receive care at reduced or no cost.

Goodhue County, on behalf of its citizens, hereby acknowledges and accepts Mayo's commitment as described above and agrees that (i) the health care services provided by Mayo hereunder are in the public interest and will benefit the community the Hospital serves; and (ii) through Mayo's charity care program, individuals ineligible to participate in federal or state health care programs can receive necessary services at reduced or no cost.

This Agreement shall commence on the day set forth above and shall continue until terminated by either party upon not less than sixty (60) days prior written notice to the other.

***Acknowledged & Agreed***

MAYO CLINIC HEALTH SYSTEM—LAKE CITY

Prathibha Varkey, M.B.B.S.  
President

***Acknowledged & Agreed***

GOODHUE COUNTY

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



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



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	June 20, 2023	<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 May 2023 HHS Warrant Registers		

**BACKGROUND:**

This is a summary of Goodhue County Health and Human Services Warrant Registers for: May 2023.

	Date of Warrant		Check No.	Series	Total Batch
IFS	May 5, 2023	ACH	39808	39831	\$145,085.16
IFS	May 5, 2023		467780	467826	\$53,198.15
IFS	May 12, 2023	ACH	39832	39859	\$37,160.20
IFS	May 12, 2023		467827	467882	\$31,625.40
IFS	May 19, 2023	ACH	39889	39904	\$6,288.50
IFS	May 19, 2023		467950	467979	\$45,379.53
IFS	May 26, 2023	ACH	39973	40011	\$18,869.81
IFS	May 26, 2023		468016	468023	\$8,271.12
SSIS	May 26, 2023	ACH	39946	39972	\$63,513.76
SSIS	May 26, 2023		468060	468105	\$164,470.23
IFS	May 26, 2023	ACH	40059	40098	\$10,907.54
IFS	May 26, 2023		468165	468228	\$19,509.68
				total	<u>\$604,279.08</u>

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

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



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	June 20, 2023	<b>Staff Lead:</b>	Nina Arneson
<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 8 hours of vacation hours per month for Mary Nelson, effective as of June 12, 2023.		

**BACKGROUND:**

We are pleased to announce that Mary Nelson has accepted the offer to fill the Public Health Nursing Supervisor position at Step 7 on the Minnesota Merit System pay scale and her start date was June 12, 2023.

During the time of the hire, Ms. Nelson requested to accrue 8 hours of vacation time per month instead of the standard 6 hours that new employees accumulate from day one. The department indicated that this request will be brought forward for HHS Board’s consideration.

Note: This nursing supervisor position, along with other nursing positions have been, and still are challenging positions to fill, and replace in Goodhue County, and across the State. When this position was advertised for the first time, we received 0 applicants. The second time, we received 4 applicants, and Ms. Nelson was selected as the top candidate for the position.

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

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



**REQUEST FOR BOARD ACTION**

<b>Requested Board Date:</b>	June 20, 2023	<b>Staff Lead:</b>	Nina Arneson
<b>Consent Agenda:</b>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Attachments:</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Action Requested:</b>	To approve that Goodhue County will notify the MN Department of Human Services (DHS) of its desire to withdraw from the MN Merit System.		

**BACKGROUND:**

The Minnesota Merit System is a civil service agency that currently serves of Minnesota’s 32 out of 87 County Social Services and Human Services Agencies. Federal regulations require that each County Social Services Agency funded with federal money establish a selection (hiring) process that is fair and gives all qualified and interested applicants equal opportunity to pursue the job.

As noted by the current participating county numbers which have continued to decline, many counties have chosen to develop their own HR Departments to carry all the merit functions including the federally mandated part of the hiring process. This is important, as a condition of receiving federal funds, the Minnesota Department of Human Services (DHS) along with all county human services agencies must operate under merit systems of personnel administration that meet federal requirements.

In accordance with Minn. Stat. § 256.012, subd. 2 (a), counties that are provided merit system services by the MN Merit System (MMS) pay a fee in accordance with a payment schedule that was established by representatives from the Association of Minnesota Counties (AMC) and the Minnesota Association of County Social Services Administrators (MACSSA) in 2003. Goodhue County HHS currently pays \$40,741/year.

As this alternative to the State Merit System, counties are allowed, and have develop their own merit systems, provided that they are in compliance with all the need regulations. As a starting point for the this local alternative, there is a certification process for counties requesting establishment of their own merit systems, and approval by DHS must occur before the county may operate its own system.

Subdivision 2 (b) of 256.012 provides that "the county may withdraw after the Commissioner of DHS has certified that its personnel system meets federal merit system requirements." The process for certification of a county's merit system was developed with representatives from AMC, MACSSA and DHS senior management. Additionally, the County Personnel Act, Minnesota Statutes, sections 375.56-375.71, outlines the requirements for establishing a county personnel system.

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Developing Goodhue County's own merit system that meets the required merit system standards has been discussed numerous times over the years. And, now with the potential of Goodhue County Board moving all HHS Department staff to the one County wage scale the timing is right along with the County HR Department is better positioned to take this on, and work with the HHS, and the MN Merit System to carry on these functions.

At the County Board of Commissioners' meeting on April 21, 2015 the County Board approved Phase II of the 2014 pay study implementation for Health & Human Services and move onto studying Phase III, please see below:

**PHASE III - RESEARCH AND DEVELOP A PLAN TO HAVE ALL COUNTY EMPLOYEES ON ONE PAY SCALE**

- County HR Department will begin to explore options for the County HR Department take over the merit system duties.
- This is expected to be a multi-year process which will include research, planning, infrastructure investments, 1-2 additional HR staff, policy implementations and system changes.

**OUTCOMES:**

- All Goodhue County employees will be on one pay chart.
- County HR Department will perform all County Departments' HR functions.
- County HR Department will meet the required Merit System standards for HHS Department in order to continue to receive federal and state funding.

There is a certification process for counties requesting establishment of their own merit systems, and approval by the DHS) must occur before the county may operate its own system. Subdivision 2 (b) of 256.012 provides that "the county may withdraw after the Commissioner has certified that its personnel system meets federal merit system requirements." The process for certification of a county's merit system was developed with representatives from AMC, MACSSA and DHS senior management.

Goodhue County must be in compliance with the federal merit system requirements and the terms of the County Personnel Act. To exit the Minnesota Merit System in January 2025, the Minnesota Merit System will need all materials and documents by December 31, 2023 including the withdrawal request.

**RECOMMENDATION:** If the Goodhue County Board's goal is to adopt one pay grid for all county employees, then Goodhue County HHS and Goodhue County HR departments recommend Goodhue County to withdraw from the Minnesota Merit System on January 1, 2025 and officially notify the Department of Human Services of our intent by December 31, 2023.



Goodhue County  
**Health and Human Services**

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

Latest by... December 31, 2023

Jodi Harpstead, Human Services Commissioner  
Department of Human Services (DHS)  
PO Box 64998  
St. Paul, MN 55164-0998

Dear Commissioner Harpstead,

In accordance with Minnesota Statute, section 256.012, subdivision 2b Goodhue County is hereby notifying the Commissioner of Human Services, in writing, of its intent to withdraw from the Minnesota Merit System.

Goodhue County intends to have its own approved merit system in place no later than January 1, 2025. The following documents, along with a copy of this letter have been provided to Jennifer Worthington electronically:

- **Completed Certification Survey**
- **Personnel Rules/Policies - including recruitment process and employee training**
- **Classification Plan**
- **Compensation Plan - includes performance documents**

All questions regarding this withdrawal should be directed to Goodhue County Human Resources Manager, Tom Day. He can be reached at [tom.day@co.goodhue.mn.us](mailto:tom.day@co.goodhue.mn.us) or 651-385- 3066. We look forward to working with you through this process.

Thank you.

Sincerely,

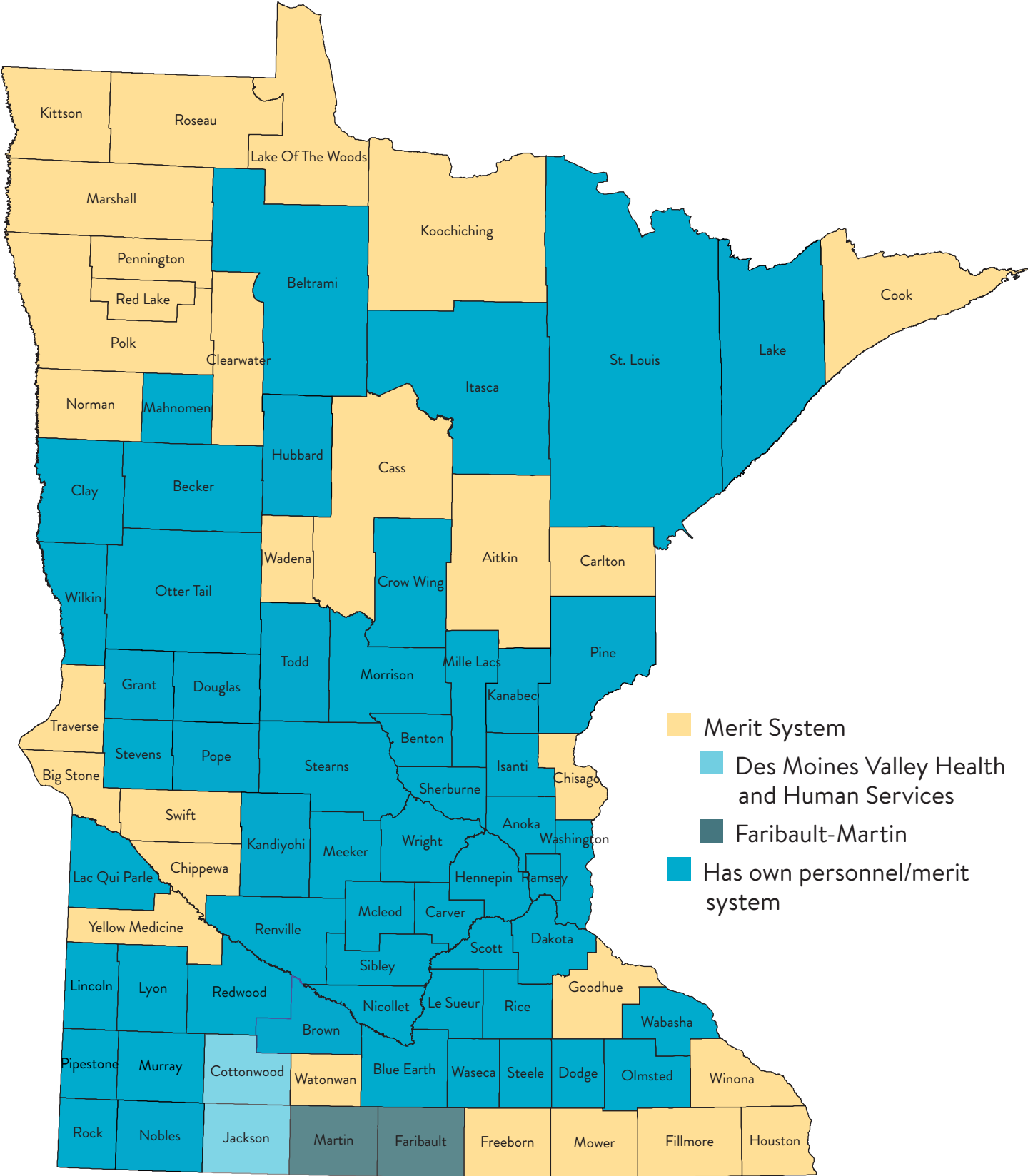
Nina Arneson MS  
GCHHS Director

Cc: Tom Day, Goodhue County Human Resources Manager  
Mike Zorn, GCHHS Deputy Director  
Kris Johnson, GCHHS Deputy Director

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# Minnesota Merit System Counties Served





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# **Standards for Merit System Certification**

Minnesota Department of Human Services - Human Resources Division

Last update: December 2020

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## Introduction

The federal requirement for a merit system of personnel administration is contained in Title II of the Intergovernmental Personnel Act, 42 USC §4701-4728. The act covers all programs supported in whole or part by certain federal grant-in-aid funds.

The methods relating to the establishment and maintenance of a merit system of personnel administration are found in federal regulations (Standards for a Merit System of Personnel Administration, 5 CFR, Part 900). These regulations outline the merit principles that a jurisdiction must comply with in order to have a merit system.

This document has been developed to provide standards for counties to follow if they choose to develop their own merit systems. A list of documents that are reviewed as part of the certification process and set of standards outlining the components that should be present in the policies, plans and practices of a county are included below.

The standards provided cover compliance with federal laws and regulations. There also are numerous state laws that apply to county personnel systems. See Appendix C for a summary of pertinent federal and state laws.

## Notification/Certification Timetable

Minnesota Statutes, section 256.012, subdivision 2a authorizes the Department of Human Services (DHS) to charge counties that use the Merit System. Under subdivision 2b of the statute, a county that applies to withdraw from the Merit System and establish its own system must notify the Commissioner of Human Services in writing by December 31 of the year preceding the year of final participation in the Merit System. The written notice to the Commissioner should be signed by the County Human Services Director or the County Board Chairperson, and should include the date by which the county intends to have its own approved merit system.

A county also must submit the required documents that need to be reviewed as part of the certification process at least one full calendar year in advance of the date that it intends to establish its own merit system. (See the following page for a list of these documents.) Therefore, a county planning on adopting its own system on January 1, 2022 should submit its notice and the required documents to DHS no later than December 31, 2020. DHS staff need a sufficient amount of time to review the documents, discuss issues/concerns with the county, and the county needs enough time to work on any necessary amendments to its policies and practices. Counties begin work on their budgets in June or July of each year for the following calendar year, and this timeline is necessary so that all counties are given sufficient notice of their potential costs for the next calendar year. See Appendix D for more information on timetable.

Before a county may withdraw from the Merit System, the Commissioner of Human Services must certify that the county's personnel system meets federal requirements.

## **Documents Reviewed as Part of the Certification Process**

The county must submit the following documents to the Department of Human Services for review:

1. Completed certification review (self-survey)
2. Personnel policies/rules
3. Summary of the assessment/selection processes to be used, including procedures for job analysis, and development of selection/assessment tools
4. Classification plan, including classification specifications, and position descriptions/questionnaires
5. Compensation plan(s)
6. Affirmative action plan (if applicable)
7. Samples of performance evaluation forms and plan
8. Employee development/training plan

Documents should be emailed to:

Jessica Page

[jessica.page@state.mn.us](mailto:jessica.page@state.mn.us)

Minnesota Merit System

Minnesota Department of Human Services

## Merit System Standards

**Merit Principle 1: Recruiting, selecting and advancing employees on the basis of their relative ability, knowledge and skills, including open consideration of qualified applicants for initial appointment.**

- Recruiting policies and practices should assure open competition and equal opportunity for all applicants.
- The assessment/selection processes should be job related and maximize validity, reliability and objectivity. Adequate job analysis needs to be conducted to ensure job relatedness of selection procedures. *See the Uniform Guidelines on Employee Selection Procedures for more information (web site links to these guidelines and other resources are included in Appendix B).*
- Selection procedures should provide for selection based on relative ability, knowledge and skills of the candidates, for fair treatment without regard to a candidate's race, color, religion, sex, national origin, political affiliation, age, disability, or other nonmerit factors except where provided for by federal law, and for the protection of the candidate's privacy and constitutional rights.
- Selection policies and the rules concerning the consideration of eligible candidates should provide for appointment from among the most qualified available candidates. Noncompetitive procedures may be used where job related ranking measures are not practical or appropriate, such as in the hiring of unskilled positions or other positions often exempted from merit systems.

**Merit Principle 2: Providing equitable and adequate compensation.**

- Policies should provide that classification and compensation plans are maintained and reviewed on a regular basis.
- The compensation plan should be established by taking into account internal and external factors, such as the responsibility and difficulty of the work in comparison to other positions and the compensation needed to compete in the labor market.

**Merit Principle 3: Training employees, as needed, to assure high quality performance.**

- Training programs should include methods for assessing training needs, providing training to meet priority needs and evaluating the training provided.

**Merit Principle 4: Retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance cannot be corrected.**

- Policies should require that employees who have attained regular status be disciplined only for just cause.
- Policies should provide for periodic evaluation of employee performance so that supervisors can assess the adequacy of individual employee performance and so that employees become aware of their own performance improvement needs.
- Procedures should be established to provide for the transfer, demotion, or separation of employees whose performance continues to be inadequate after reasonable efforts have been made to correct it.
- Retention of employees in classes affected by reduction in force will be based upon systematic consideration of type of appointment and other relevant factors. Quality of performance and length of service should be taken into account in reduction in force systems.

**Merit Principle 5: Assuring fair treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, religious creed, age or handicap and with proper regard for their privacy and constitutional rights as citizens. This “fair treatment” principle includes compliance with Federal equal employment opportunity and nondiscrimination laws.**

- Policies and plans should assure equal employment opportunity for all persons.
- Affirmative action programs must be consistent with merit principles. They should include identification and elimination of artificial barriers to equal employment opportunity. They also should include work force analyses to determine whether percentages of minorities and women employed in various job categories are the same or greater than the percentages of those groups available in the relevant labor force who possess the basic job related qualifications. Where the percentages are less, employment procedures should be analyzed to determine the cause of underrepresentation, and there should be development of goals and timetables formulated to correct any substantial disparities or other problems identified in the analyses prescribed above. Periodic evaluation of the results should be undertaken to assess the effectiveness of the programs in achieving affirmative action goals on a timely basis.
- Prohibitions against discrimination consistent with the Civil Rights Act and other applicable federal statutes should be established by the personnel system. A personnel system needs to prohibit the following practices where based on political affiliation, race, color, national origin, sex, religious creed, age, disability, or other nonmerit factors *(See Appendix C for summary information on the State Human Rights Act, which contains different language):*

Failing or refusing to hire or discharging any person or otherwise discriminating against any individual with respect to compensation, terms, conditions, or privileges of employment;

limiting, segregating or classifying employees or applicants for employment in a manner which would deprive any individual of employment opportunities or which would otherwise adversely affect an individual's status as an employee;

failing or refusing to refer a candidate for employment;

discriminating against any individual in admission to, or employment in, any program established to provide training.

- Policies should provide regular employees with the right to appeal disciplinary actions (in particular, demotion and dismissal) through an impartial process that may be recommendatory or enforceable on the appointing authority. Policies should provide applicants with a right to appeal a personnel/hiring action on the basis of race, color, religious creed, sex, national origin, political affiliation, age, disability or other nonmerit factor. An impartial grievance procedure (as included in a collective bargaining agreement) may meet the requirements for employees covered by the agreement, but there should be adequate appeal provisions for applicants and employees not covered by the collective bargaining grievance process.

**Merit Principle 6: Assuring that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the result of an election or nomination for office.**

- Policies must include prohibition of certain types of political activity consistent with the prohibitions in the Hatch Act, 5 U.S.C. §§1501-1508. Policies on political activity should ensure that employees have a right to express their opinions as citizens, to pursue legitimate involvement in the political process, and to vote. Policies should prohibit employees from engaging in or being subject to coercion for political purposes, and be in compliance with the federal Hatch Act (i.e., include criteria for being eligible to seek candidacy for public office in partisan and non-partisan elections).

NOTE: Policies, practices, processes will be reviewed to determine if they are substantially in compliance with these standards. In making comments or suggestions for changes, the review team will clarify whether its suggestions/recommendations would be necessary in order to comply with:

- a. federal requirements for a merit system, or other federal laws or regulations; or
- b. state laws or regulations.

The review team also will clarify when suggestions for improvements to policies, practices or processes would be those that promote a more effective/efficient human resources management program.

## **Appendix A**

### **Merit System Standards**

[Code of Federal Regulations]  
[Title 5, Volume 2, Parts 700 to 1199]

[Revised as of January 1, 2001]  
From the U.S. Government Printing Office via GPO Access  
[CITE: 5CFR900.601]

TITLE 5--ADMINISTRATIVE PERSONNEL

CHAPTER I--OFFICE OF PERSONNEL MANAGEMENT (Continued)

PART 900--INTERGOVERNMENTAL PERSONNEL ACT PROGRAMS--Table of Contents

Subpart F--Standards for a Merit System of Personnel Administration

Sec. 900.601 Purpose.

Authority: 42 U.S.C. 4728, 4763; E.O. 11589, 3 CFR part 557 (1971-1975 Compilation).

Source: 48 FR 9210, Mar. 4, 1983, unless otherwise noted.

(a) The purpose of these regulations is to implement provisions of title II of the Intergovernmental Personnel Act of 1970, as amended, relating to Federally required merit personnel systems in State and local agencies, in a manner that recognizes fully the rights, powers, and responsibilities of State and local governments and encourages innovation and allows for diversity among State and local governments in the design, execution, and management of their systems of personnel administration, as provided by that Act.

(b) Certain Federal grant programs require, as a condition of eligibility, that State and local agencies that receive grants establish merit personnel systems for their personnel engaged in administration of the grant-aided program. These merit personnel systems are in some cases required by specific Federal grant statutes and in other cases are required by regulations of the Federal grantor agencies. Title II of the Act gives the U.S. Office of Personnel Management authority to prescribe standards for these Federally required merit personnel systems.

Sec. 900.602 Applicability.

(a) Sections 900.603-604 apply to those State and local governments that are required to operate merit personnel systems as a condition of eligibility for Federal assistance or participation in an intergovernmental program. Merit personnel systems are required for State and local personnel engaged in the administration of assistance and other intergovernmental programs, irrespective of the source of funds for their salaries, where Federal laws or regulations require the establishment and maintenance of such

systems. A reasonable number of positions, however, may be exempted from merit personnel system coverage.

(b) Section 900.605 applies to Federal agencies that operate Federal assistance or intergovernmental programs.

Sec. 900.603 Standards for a merit system of personnel administration.

The quality of public service can be improved by the development of systems of personnel administration consistent with such merit principles as—

(a) Recruiting, selecting, and advancing employees on the basis of their relative ability, knowledge, and skills, including open consideration of qualified applicants for initial appointment.

(b) Providing equitable and adequate compensation.

(c) Training employees, as needed, to assure high quality performance.

(d) Retaining employees on the basis of the adequacy of their performance, correcting inadequate performance, and separating employees whose inadequate performance cannot be corrected.

(e) Assuring fair treatment of applicants and employees in all aspects of personnel administration without regard to political affiliation, race, color, national origin, sex, religious creed, age or handicap and with proper regard for their privacy and constitutional rights as citizens. This "fair treatment" principle includes compliance with the Federal equal employment opportunity and nondiscrimination laws.

(f) Assuring that employees are protected against coercion for partisan political purposes and are prohibited from using their official authority for the purpose of interfering with or affecting the result of an election or a nomination for office.

Sec. 900.604 Compliance.

(a) Certification by Chief Executives.

(1) Certification of agreement by a chief executive of a State or Local jurisdiction to maintain a system of personnel administration in conformance with these Standards satisfies any applicable Federal merit personnel requirements of the Federal assistance or other programs to which personnel standards on a merit basis are applicable.

(2) Chief executives will maintain these certifications and make them available to the Office of Personnel Management.

(3) In the absence of certification by the chief executive, compliance with the Standards may be certified by the heads of those State and local agencies that are required to have merit personnel systems as a condition of Federal assistance or other intergovernmental Programs.

(b) Resolution of Compliance Issues.



(1) Chief executives of State and local jurisdictions operating covered programs are responsible for supervising compliance by personnel systems in their jurisdictions with the Standards. They shall resolve all questions regarding compliance by personnel systems in their jurisdictions with the Standards. Findings and supporting documentation with regard to specific compliance issues shall be maintained by the chief executive, or a personal designee, and shall be forwarded, on request, to the Office of Personnel Management.

(2) The merit principles apply to systems of personnel administration. The Intergovernmental Personnel Act does not authorize OPM to exercise any authority, direction or control over the selection, assignment, advancement, retention, compensation, or other personnel action with respect to any individual State or local employee.

(3) When a chief executive requests the assistance of the Office of Personnel Management, the Office will provide consultation and technical advice to aid the State or local government in complying with the Standards.

(4) The Office of Personnel Management will advise Federal agencies on application of the Standards in resolving compliance issues and will recommend actions to carry out the purposes of the Intergovernmental Personnel Act. Questions regarding interpretation of the Standards will be referred to the Office of Personnel Management.

[48 FR 9210, Mar. 4, 1983; 48 FR 10801, Mar. 15, 1983, as amended at 62 FR 33971, June 24, 1997; 62 FR 53223, Oct. 14, 1997]

#### Sec. 900.605 Establishing a merit requirement.

Federal agencies may adopt regulations that require the establishment of a merit personnel system as a condition for receiving Federal assistance or otherwise participating in an intergovernmental program only with the prior approval of the Office of Personnel Management. All existing regulations will be submitted to the Office of Personnel Management for review.

#### Appendix A to Subpart F--Standards for a Merit System of Personnel Administration

Part I: The following programs have a statutory requirement for the establishment and maintenance of personnel standards on a merit basis.

#### Program, Legislation, and Statutory Reference

Food Stamp, Food Stamp Act of 1977, as amended; 7 U.S.C. 2020(e)(6)(B).  
Employment Security (Unemployment Insurance and Employment Services),  
Social Security Act (Title III), as amended by the Social Security Act Amendments of

1939, Section 301, on August 10, 1939, and the Wagner-Peyser Act, as amended by Pub. L. 81-775, section 2, on September 8, 1950; 42 U.S.C. 503(a)(1) and 29 U.S.C. 49d(b).

Grants to States for Old-Age Assistance for the Aged (Title I of the Social Security Act); 42 U.S.C. 302(a)(5)(A).\1\  
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\1\ Public Law 92-603 repealed Titles I, X, XIV and XVI of the Social Security Act effective January 1, 1974, except that ``such repeal does not apply to Puerto Rico, Guam, and the Virgin Islands."'

Aid to Families with Dependent Children, (Title IV-A of the Social Security Act); 42 U.S.C. 602(a)(5).

\2\ \2\ Public Law 104-193 repealed the Aid to Families with Dependent Children program effective July 1, 1997.  
-----

Grants to States for Aid to the Blind, (Title X of the Social Security Act); 42 U.S.C. 1202(a)(5)(A).\1\  
-----

Grants to States for Aid to the Permanently and Totally Disabled, (Title XIV of the Social Security Act); 42 U.S.C. 1352(a)(5)(A).\1\  
-----

Grants to States for Aid to the Aged, Blind or Disabled. (Title XVI of the Social Security Act); 42 U.S.C. 1382(a)(5)(A).\1\  
-----

Medical Assistance (Medicaid), Social Security Act (Title XIX), as amended, section 1902 (a)(4)(A); 42 U.S.C. 1396(a)(4)(A).

State and Community Programs on Aging (Older Americans), Older Americans Act of 1965 (Title III), as amended by the Comprehensive Older Americans Act Amendments of 1976, section 307 on October 18, 1978; 42 U.S.C. 3027(a)(4).

Federal Payments for Foster Care and Adoption Assistance, (Title IV- E of the Social Security Act); 42 U.S.C. 671(a)(5).

Part II: The following programs have a regulatory requirement for the establishment and maintenance of personnel standards on a merit basis.

#### Program, Legislation, and Regulatory Reference

Occupational Safety and Health Standards, Williams-Steiger Occupational Safety and Health Act of 1970; Occupational Safety and Health State Plans for the Development and Enforcement of State Standards; Department of Labor, 29 CFR 1902.3(h).

Occupational Safety and Health Statistics, Williams-Steiger Occupational Safety and Health Act of 1970; BLS Grant Application Kit, May 1, 1973, Supplemental Assurance No. 15A.

Robert T. Stafford Disaster Assistance and Emergency Relief Act (42 U.S.C. 5196b), as amended; 44 CFR 302.4.

## **Appendix B**

### **Federal Regulatory Guidelines, Professional Standards, and Other Resources**

**Uniform Guidelines on Employee Selection Procedures, 29 CFR Part 1607**

<http://uniformguidelines.com/uniformguidelines.html>

These guidelines incorporate a single set of principles which are designed to assist employers, labor organizations, employment agencies, and licensing and certification boards to comply with

requirements of Federal law prohibiting employment practices which discriminate on the grounds of race, color religion, sex and national origin. They are designed to provide a framework for determining the proper use of tests and other selection procedures.

#### **Questions and Answers to the Uniform Guidelines**

<http://www.uniformguidelines.com/questionandanswers.html>

This document is designed to provide answers to commonly asked questions about the Uniform Guidelines and to provide additional guidance to employers and other users.

#### **Standards for Educational and Psychological Testing**

<http://www.apa.org/science/programs/testing/standards.aspx>

These standards were developed jointly by the American Educational Research Association, American Psychological Association, and the National Council on Measurement in Education and endorsed by the Society for Human Resource Management. The standards address professional and technical issues of test development and use in employment, education and psychology.

#### **Principles for the Validation & Use of Personnel Selection Procedures (APA Division 14/ Society for Industrial and Organizational Psychology, Inc.)**

<http://www.siop.org/Principles/principles.pdf>

The principles outline policy on conducting validation research using principles of good practice in the choice, development, and evaluation of personnel selection procedures.

#### **Society for Industrial and Organizational Psychology, Inc.**

<http://www.siop.org/>

This site provides links to other sites, including the International Personnel Management Association-Assessment Council, and the Society for Human Resource Management.

## **Appendix C**

### **Federal and State Statutes**

#### **FEDERAL**

##### **Age Discrimination & Employment Act of 1967, 1986, 2009 29 U.S.C. §§ 621-634**

Forbids age-based discrimination in employment decisions against persons between the ages of 40 and 70. In 1986, amendment made the imposition of mandatory retirement age illegal. In 2009, the Lilly Ledbetter Fair Pay Act amended the statutory limitations period for filing an age discrimination lawsuit.

**Americans with Disabilities Act (ADA) of 1990, as amended in 2008 (effective January, 2009)  
29 CFR § 1630**

Prohibits employers from discriminating in hiring, promotion, transfer, pay or other job status issues against a qualified disabled person. Also prohibits employers from discriminating against persons based on their association or relationship with a disabled person. ADA was amended by Civil Rights Act of 1991. Further amendments were made in 2008.

**Equal Pay Act, 1963 29 U.S.C. § 206(d) (1)**

Passed as an amendment to the Fair Labor Standards Act, it prohibits “discrimination on account of sex in the payment of wages by employers.” The EPA protects both men and women. It also protects administrative, professional and executive employees who are exempt under the Fair Labor Standards Act.

**Fair Labor Standards Act, 1938 29 U.S.C. § 215**

Establishes minimum wage, overtime pay, recordkeeping and youth employment standards affecting employees in the private sector and in Federal, State and local governments. Prohibits discharge of an employee for exercising rights guaranteed by FLSA.

**Family and Medical Leave Act of 1993, amended on 29 USC § 2601 et seq; 29 CFR, § 825**

Provides an entitlement (for eligible employees) of up to 12 weeks of job-protected, unpaid leave during any 12 months for the following reasons: 1) birth and care of the employee's child or placement for adoption or foster care of a child with the employee; 2) to care for an immediate family member (spouse, child, parent) who has a serious health condition; 3) for the employee's own serious health condition; or 4) any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on “covered active duty.” Additionally, the act provides 26 workweeks of leave during a single 12 month period to care for a covered service member with a serious injury or illness who is the spouse, son, daughter, parent or next of kin to the employee (military caregiver leave).

**Genetic Information Nondiscrimination Act of 2008, Pub. L. 110–233, 122 Stat. 881, codified at 42 U.S.C. 2000ff et seq.**

Prohibits the improper use of genetic information in health insurance and employment. The Act prohibits group health plans and health insurers from denying coverage to a healthy individual or charging that person higher premiums based solely on a genetic predisposition to developing a disease in the future. The legislation also bars an employer from using an individual's genetic information when making a hiring, firing, job placement, or promotion decision.

**Hatch Act, 5 U.S.C. §§ 1501-1508**

Prohibits certain types of political activity on the part of state and local government employees whose principal employment is in a federally funded program.

**Health Insurance Portability and Accountability Act (HIPAA) of 1996 (P.L.104-191)**

Title I of the act protects health insurance coverage for workers and their families when they change or lose jobs. Title II requires the establishment of national standards for electronic health care transactions and national identifiers for providers, health insurance plans and employers. Title II also addresses security and privacy of health data.

**Occupational Safety and Health Act, 29 U.S.C. § 660 (c)**

Prohibits discharge for exercising rights guaranteed by OSHA.

**Pregnancy Disability Act (PDA) of 1978**

As an amendment to the sex discrimination section of the Civil Rights Act of 1964, the PDA prohibits discrimination based on pregnancy and requires employers to treat applicants or employees who are pregnant or affected by pregnancy-related conditions in the same manner as other applicants or employees with similar abilities or limitations.

**Rehabilitation Act of 1973, 29 U.S.C. § 794**

Prohibits federal contractors from discriminating against disabled persons and requires affirmative action to facilitate employment of disabled.

**Title VII Civil Rights Act of 1964, 1991, 2009 42 U.S.C. § 2000 e-2, 2000 e-3(a)**

Forbids discrimination in all areas of the employment relationship on the basis of race, color, sex, religion, national origin and reprisal for exercising Title VII rights. The Civil Rights Act of 1991 reversed seven Supreme Court decisions which had been adverse to the interests of alleged victims of employment discrimination. In addition, the Act provides for increased damages and jury trials in cases of intentional sex, religion and disability discrimination. In 2009, the Lilly Ledbetter Fair Pay Act amended the statutory limitations period for filing an equal pay lawsuit.

**Uniformed Services Employment and Reemployment Rights Act (USERRA) 38 U.S.C. §§ 4301-4335**

Ensures that persons who serve or have served in the Armed Forces, Reserves, National Guard or other "uniformed services:" (1) are not disadvantaged in their civilian careers because of their service; (2) are promptly reemployed in their civilian jobs upon their return from duty; and (3) are not discriminated against in employment based on past, present, or future military service.

**STATE**

**Criminal Offenders Rehabilitation Act, Minn. Stat. § 364**

Limits the ability of state and local government employers and licensing agencies to refuse employment or certain kinds of licensure to persons on the basis of their criminal history.

**"Employee Right to Know" Act, Minn. Stat. § 182.651**

Creates a right on behalf of the employee to refuse to work under conditions violating the State Occupational Safety and Health Act and a right to refuse to work with a hazardous substance or harmful physical agent under certain conditions.

**Local Government Pay Equity Act, Minn. Stat. §§ 471.991-471.999**

Requires every political subdivision in the state to establish equitable compensation relationships between female-dominated, male-dominated, and balanced classes of employees in order to eliminate sex-based wage disparities in public employment.

**Minnesota Fair Labor Standards Act Minn. Stat. § 177**

Establishes minimum wage and overtime compensation Many provisions of the federal law supersede this act.

**Minnesota Government Data Practices Act Minn. Stat. § 13.43**

Regulates the collection, creation, storage, maintenance, dissemination and access to personnel data in government entities.

**Minnesota Human Rights Act, Minn. Stat. § 363A**

Makes it illegal to refuse to hire or to terminate an employee in Minnesota because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation or age.

**Minnesota Military Leave, Minn. Stat. § 192**

Provides certain leave rights to employees working for public entities in Minnesota.

**Minnesota Parental Leave Minn. Stat. §§ 181.940-181.943**

Provides parental leave time for an employee who is a natural or adoptive parent in conjunction with the birth or adoption of a child, for school conferences, or for absences due to an illness of or injury to the child.

**Public Employees Labor Relations Action (PELRA) Minn. Stat. § 179A**

The state law that regulates labor relations between public employers, their employees and the labor organizations that represent their employees. It outlines the representation election process through which employees may elect an exclusive representative as well as the decertification process through which employees may elect to decertify an exclusive bargaining representative.

**"Veterans Preference" Act, Minn. Stat. §§ 197.455 and 197.46**

Requires that preference points be added to passing scores of veterans on eligible lists and that veterans not selected for a position be notified of the reasons for the non-selection. Provides that veterans who are employed by any political subdivision of the state (city, county, township, school board, etc.) can be removed only for incompetency or misconduct. Veteran must be informed of his or her right to request a hearing within 60 days of the notice of the intent to dismiss. Veteran continues to receive pay until decision is rendered by hearing board.

Provisions do not apply to department heads.

**"Whistleblowers" Act, Minn. Stat. § 181.930**

Prohibits termination of employees for reporting violations or participation in investigations.

**Worker's Compensation Minn. Stat. § 176**

Covers the rights and obligations of employers and employees. Makes it illegal to discharge or threaten to discharge an employee who has filed for workers' compensation benefits.

## **Appendix D**

### **Certification Timetable**

#### **STEPS IN THE REVIEW PROCESS AND SAMPLE TIMETABLE\***

1. County must submit the following documents to the Department of Human Services (DHS) by no later than December 31 of the year preceding the year of final participation in the Merit System:
  - a. Completed certification self-survey
  - b. Personnel policies/rules
  - c. Summary of the assessment/selection processes to be used, including procedures for job analysis, and development of selection/assessment tools

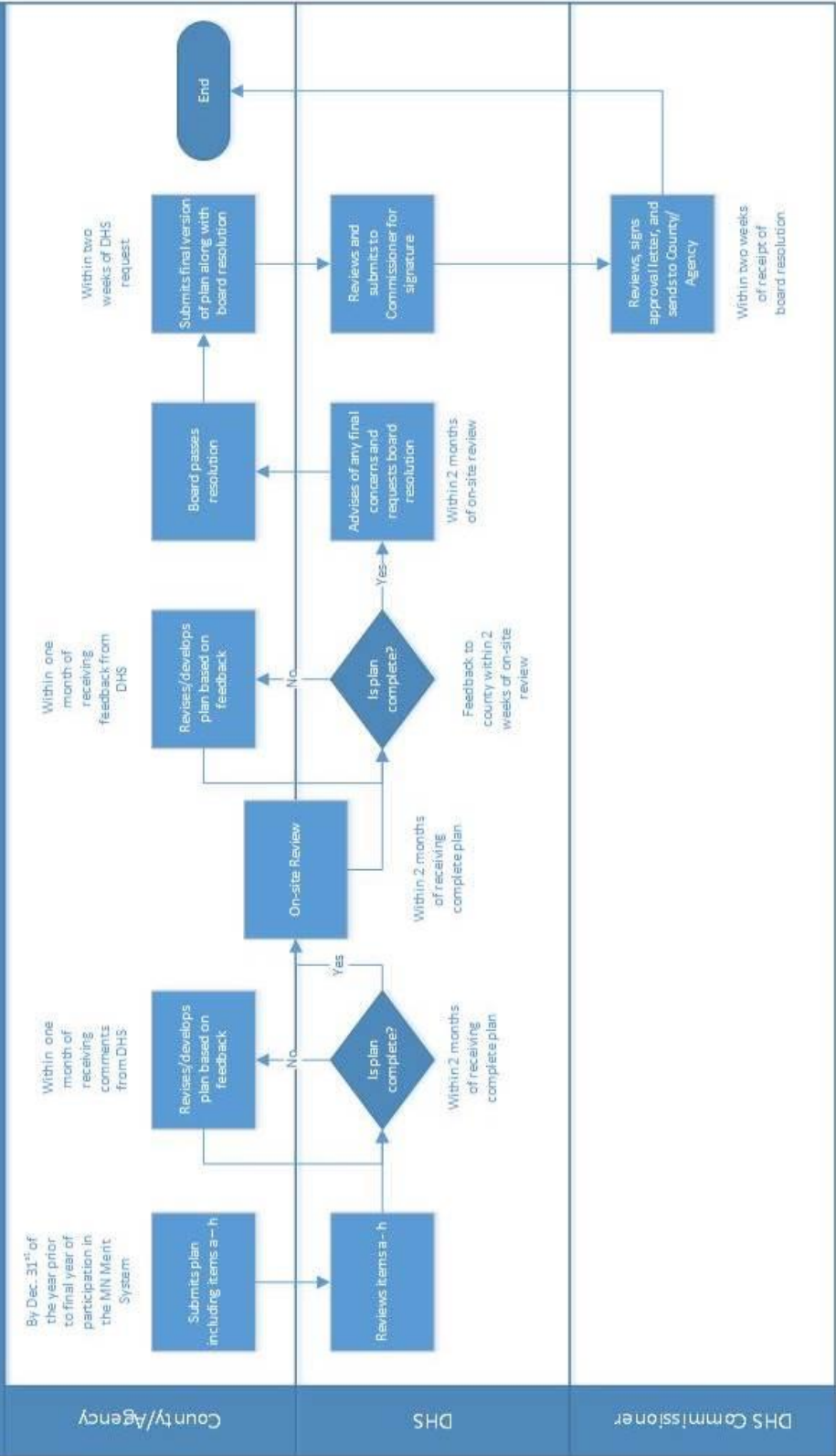



- d. Classification plan, including classification specifications, and position descriptions/questionnaires
  - e. Compensation plan(s) and labor contracts, if applicable
  - f. Affirmative action plan (if applicable)
  - g. Performance evaluation forms and plan
  - h. Employee development/training plan
2. Within two months of the date of receipt of all of the documents mentioned in (1) above, DHS staff will review materials and set up a phone conference with county human resources staff and human services staff to discuss major concerns or policy language, practices, etc., so that amendments may be made to policies or procedures before onsite visit/review.
  3. Within one month of receipt of suggested revisions, county will submit changes to DHS staff.
  4. If county submittal is complete and revisions are in line with DHS suggestions and comply with merit system principles, statutes, and sound human resources practices, DHS staff will arrange for an onsite visit (typically within two months of receipt by DHS staff of county revised plan). DHS will send to the county the "County Personnel Management Program On-Site Review" document at least two weeks before date of visit. An example of this document is part of this Appendix.
  5. Within two weeks after the date of the on-site review, DHS staff will inform county of any additional revisions that need to be made in final version of policies, practices or processes that are discovered during the on-site review.
  6. Within a month of receipt of comments from DHS staff, county will submit a complete packet of final policies, practices and processes to DHS.
  7. Within two months after submittal of the complete packet of revised policies, practices or processes by county, DHS staff will inform county of any further major concerns or issues and, if not, will ask that county staff obtain a Board resolution adopting its own merit system.
  8. Within two weeks of DHS request, Board resolution and final plan is submitted to DHS.
  9. Within two weeks of receipt of resolution, a final approval letter from the Commissioner of DHS will be sent to the county.

***\*SAMPLE TIMETABLE--THIS IS SUBJECT TO CHANGE AND VARIATION BASED ON A NUMBER OF FACTORS, INCLUDING BUT NOT LIMITED TO THE FOLLOWING: 1) WHETHER OR NOT ALL***

**DOCUMENTS THAT ARE NEEDED IN THE REVIEW PROCESS ARE SUBMITTED, OR WHETHER OR NOT INCOMPLETE DOCUMENTS ARE SUBMITTED, 2) TIMELINESS OF COUNTY IN SUBMITTING ADDITIONAL DOCUMENTS THAT ARE REQUESTED, 3) INITIAL REVIEW REVEALS THAT THERE ARE MAJOR ISSUES, SUCH AS PERSONNEL POLICY LANGUAGE THAT IS IN VIOLATION OF FEDERAL OR STATE LAWS OR MERIT PRINCIPLES, 4) FAILURE OF COUNTY BOARD TO ADOPT COUNTY PERSONNEL ACT.**

# Merit System Certification Process



An aerial photograph showing a winding asphalt road that curves through a dense forest. The trees are in various stages of autumn, with some showing bright yellow and orange, while others remain green. To the left of the road is a large, calm body of water, possibly a lake or a wide river, which reflects the sky. The overall scene is peaceful and scenic.

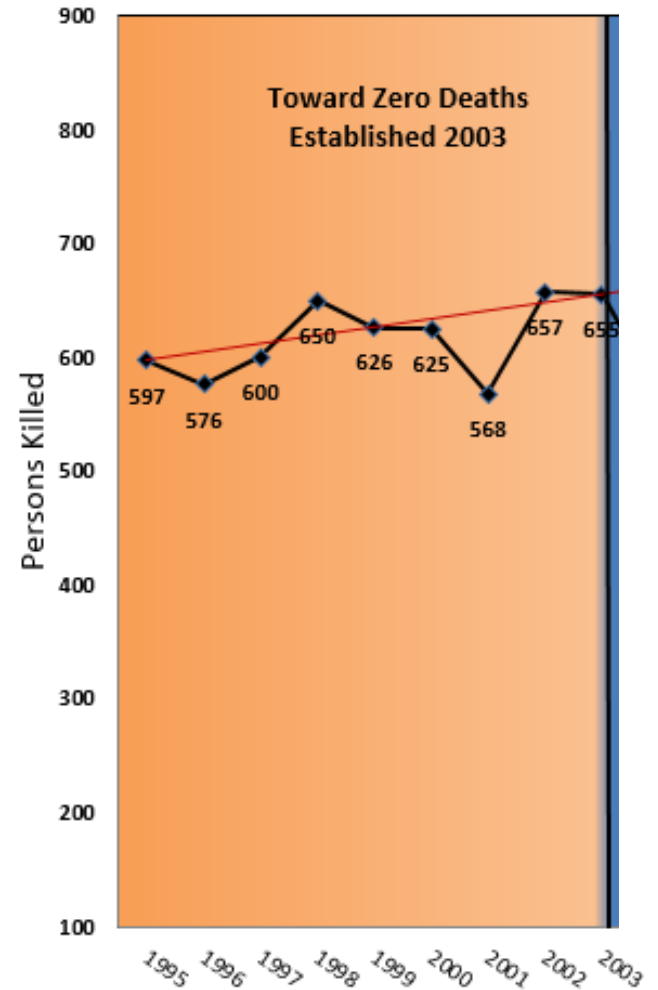
# **Goodhue County Toward Zero Deaths (TZD)**

*Tuesday, June 20, 2023*

**Jessica Seide, Goodhue County TZD  
Safe Roads Coordinator**

# TZD History

- Program created in 2003 during a time of increasing traffic fatalities.
- Unique program that coordinated the traffic safety efforts of the Departments of Public Safety, Health and Transportation.
- Modeled after Sweden's Vision Zero Program, which began in 1997.



# Vision

To prevent fatalities and serious injuries  
on Minnesota's roads to get to zero



# SOUTHEAST MINNESOTA TOWARD ZERO DEATHS



## Mission

To move Minnesota toward **zero** deaths on our roads using education, enforcement, engineering and emergency medical & trauma services.



HISTORY MAKES AN IMPACT. SO DOES A CRASH. FOCUS ON THE ROAD.



# TZD Cornerstone



*Five*

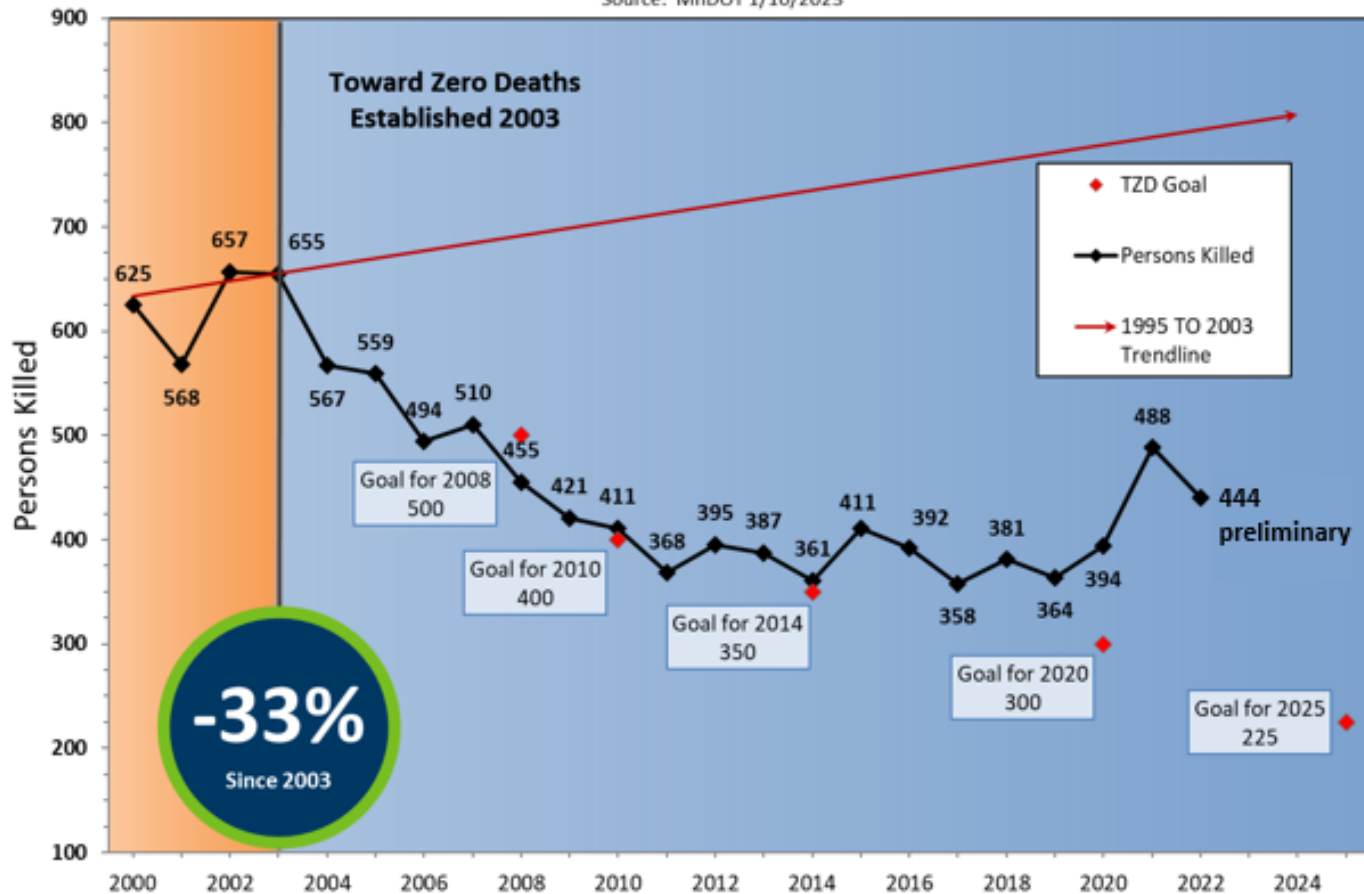
~~Four~~ “E” approach:

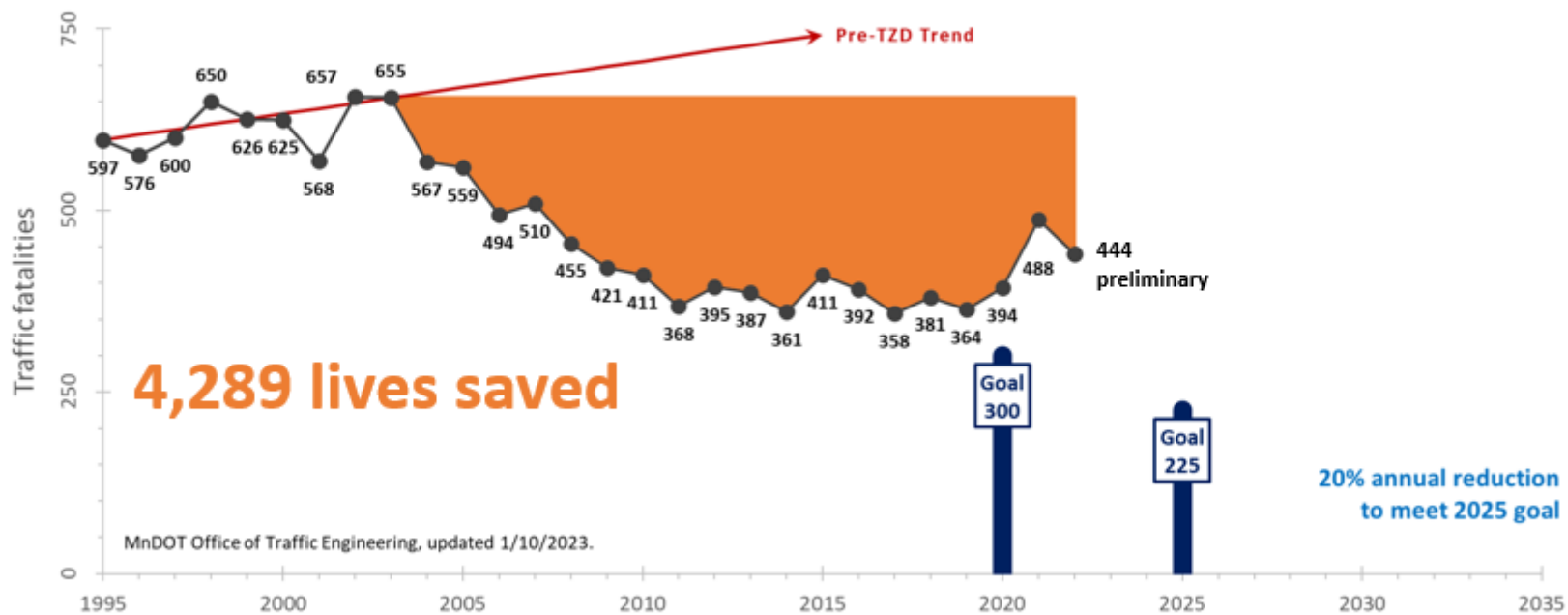
- Enforcement
- Engineering
- Education & Outreach
- Emergency Medical & Trauma Services
- **Everyone Else!**  
(Legislators, Judicial, Media)

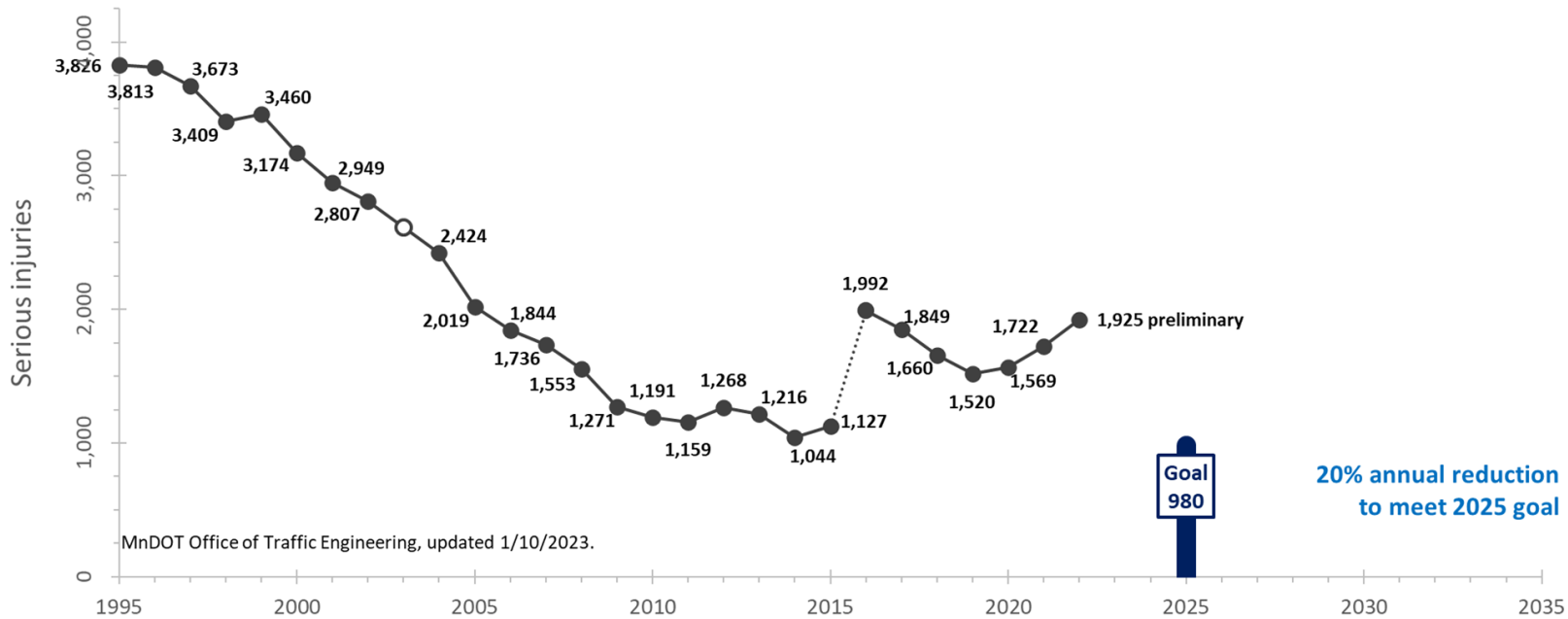


# Minnesota Roadway Fatalities

Source: MnDOT 1/10/2023







# 2022 Crash Statistics by Behavior

*Preliminary numbers show that of the 444\* deaths in 2022:*

**117** were speed-related, compared with **171** in 2021.

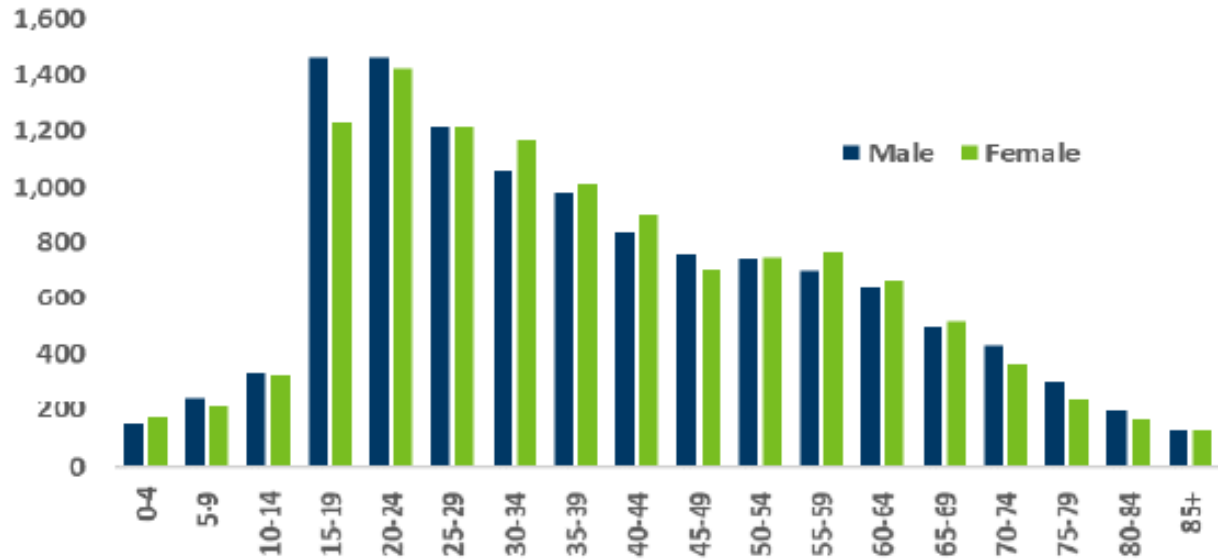
**84** were not wearing seat belts, compared with **110** in 2021.

**82** were motorcyclists, compared with **67** in 2021.

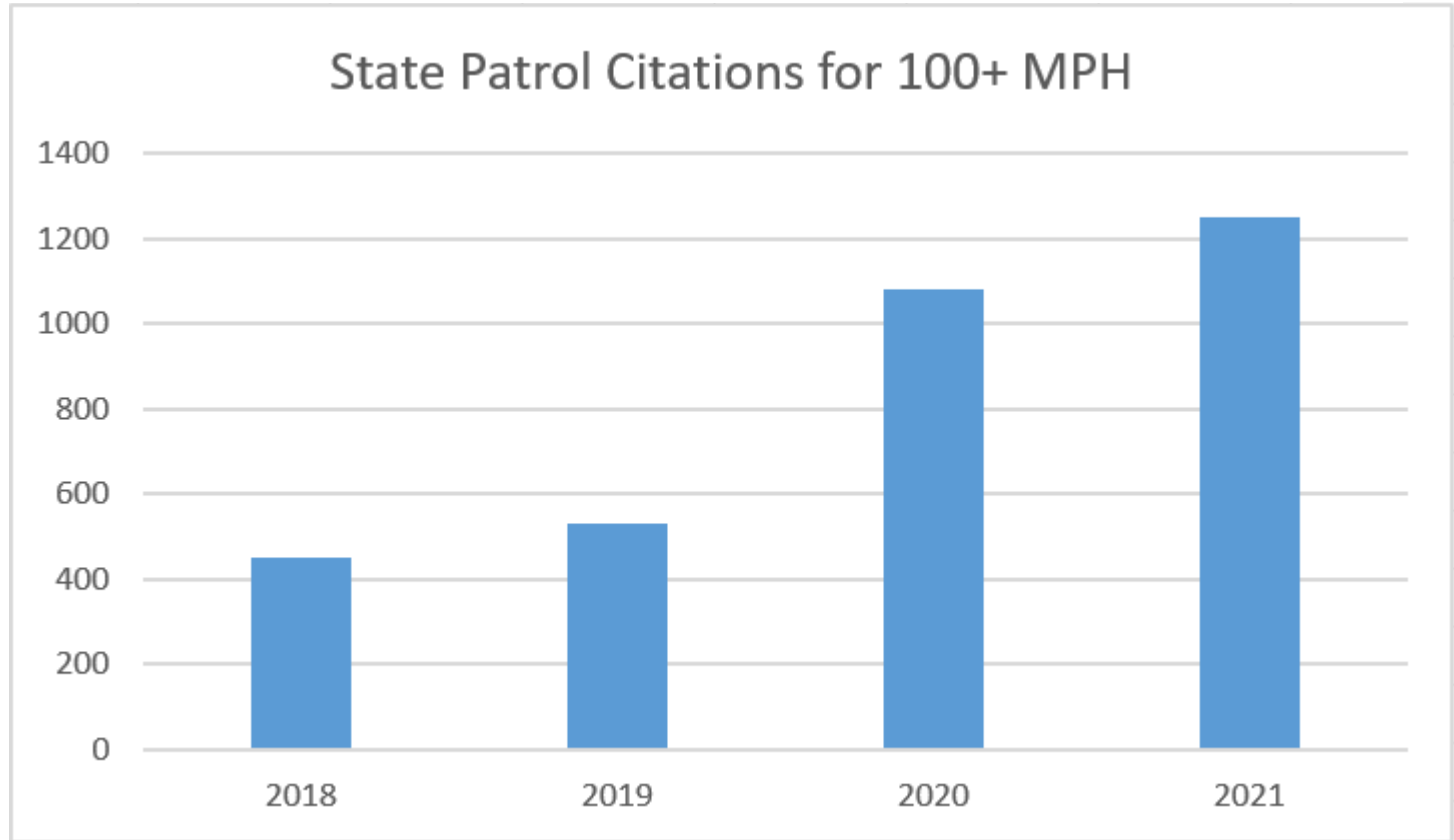


*\*2022 data is preliminary.*

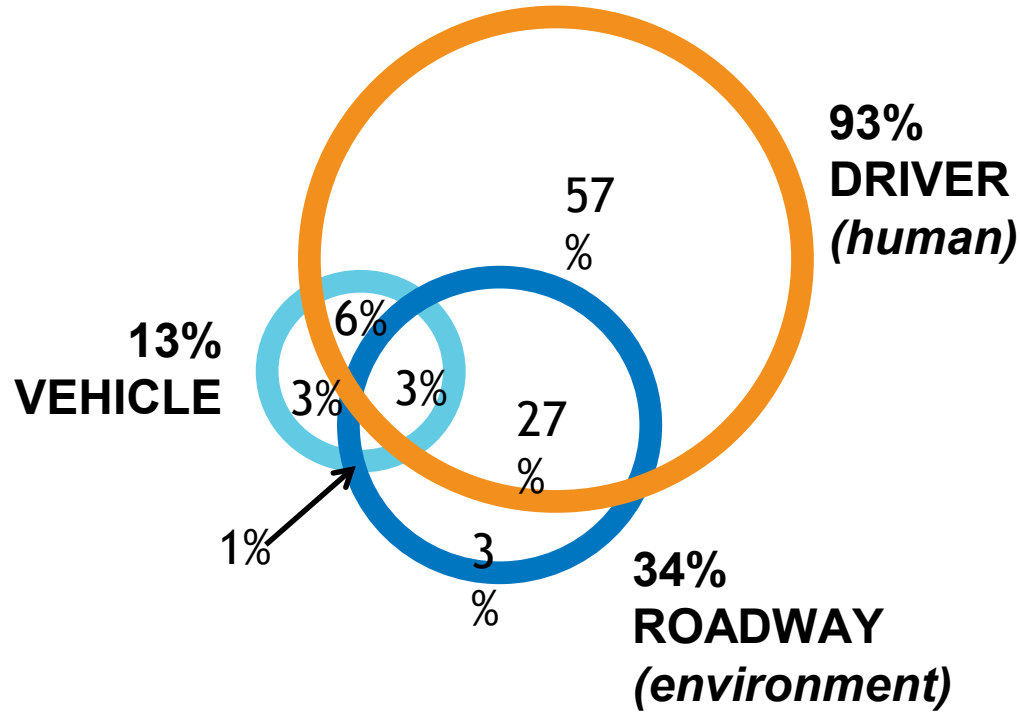
**Figure 1.03: Age and Gender of Persons Killed or Injured**



# Minnesota State Patrol Citations for 100+ MPH



# Factors Contributing to Crashes



Source: Treat, 1979 as cited in Highway Safety Manual

# Engineering Goals:

- Provide a system to keep vehicles on the road.
- Make the system forgiving if vehicles leave the road.

## Relatively Low Cost/High Benefit Safety Solutions

- Rural Intersection Conflict Warning System (RICWS)
- Rural Intersection Lighting
- Chevrons
- 6" Edge Lines
- Edge and Centerline Rumbles
- Flashing Yellow Arrows
  
- High-Tension Cable Median Barrier
- Roundabouts
- Reduced Conflict Intersections
- Diverging Diamond Intersections









# Pedestrian Safety

- Bike and pedestrian safety improvements..
- TZD includes all roadway users – not just motorists. We want to keep our most vulnerable users safe as well - bicyclists and pedestrians.
- Traffic-related fatalities are preventable, but it requires pedestrians, bicyclists and motorists to do their part. Whether walking or driving, we need to act responsibly.

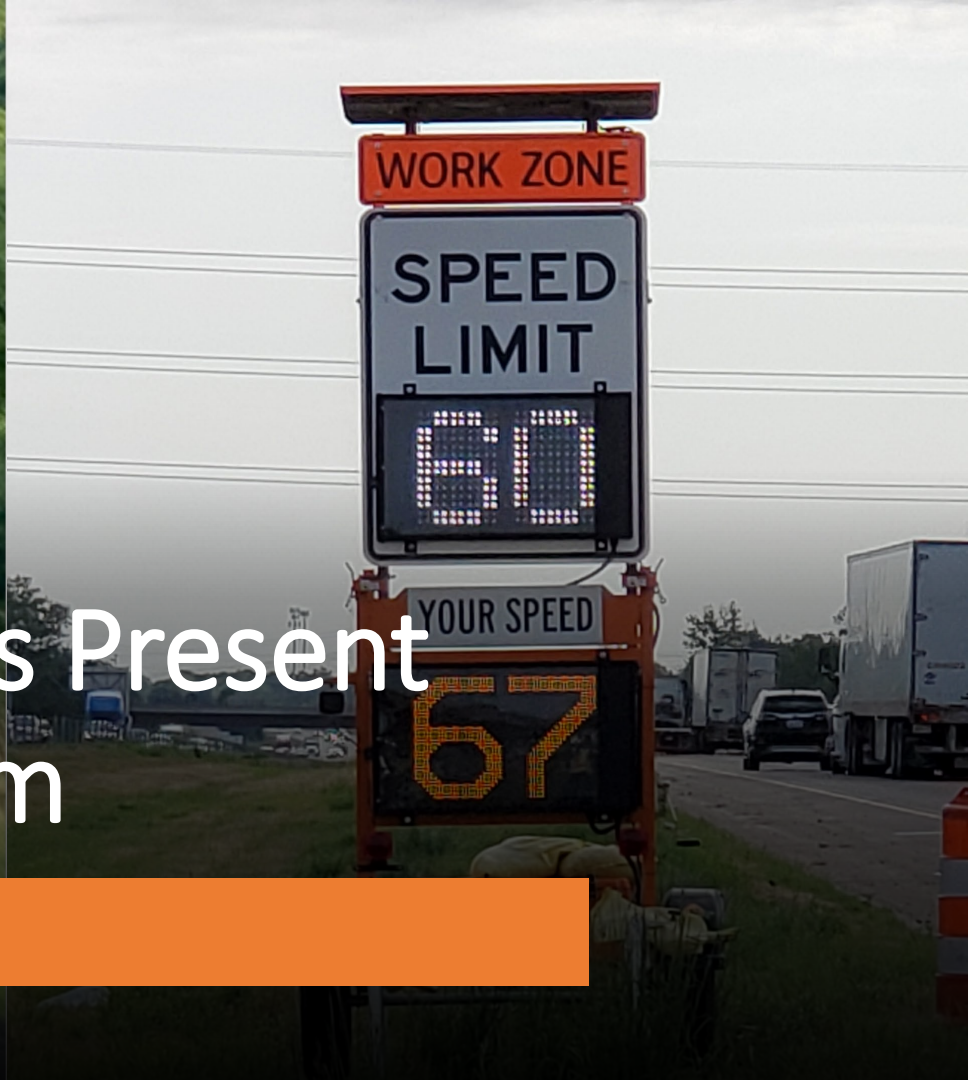
# Work Zone Safety



Auto Flagger



# Electronic Workers Present Speed Limit System





## **Snow Plow Safety**

Reflective on back of snow plows – inexpensive safety improvements.

Went from 6 snowplow hits on I-35 in 2021 to 0 last year!

# Year-to-Date Traffic-Related Deaths

As of June 16, 2023, there were **134** traffic-related deaths on Minnesota roads, compared to **155** deaths at this time last year.



# Can We Get to Zero?

*Zero is attainable — but it will take all of us working together to get there!*





# How can you get involved?

- SE TZD Steering Committee
- TZD Safe Roads Coalitions
- Regional Events
  - TZD Night at the Honkers
  - PBT night at Hay Creek Campground



# Toward Zero Deaths Statewide Conference



**Nov. 13 & 14, 2023 – Rochester**

[www.minnesotatzd.org](http://www.minnesotatzd.org)

*Thank you!*

**TOWARD  
ZERO**  
20 YEARS OF SAVING LIVES  
**DEATHS**  
SOUTHEAST MINNESOTA



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



**Monthly Update  
Child Protection Assessments/Investigations**

<b>Month</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
<b>January</b>	20	16	16
<b>February</b>	17	16	13
<b>March</b>	15	20	18
<b>April</b>	24	19	15
<b>May</b>	26	20	20
<b>June</b>	22	18	
<b>July</b>	19	16	
<b>August</b>	17	13	
<b>September</b>	17	29	
<b>October</b>	12	23	
<b>November</b>	33	14	
<b>December</b>	23	8	
<b>Total</b>	<b>245</b>	<b>212</b>	<b>82</b>

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 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:** June 20, 2023  
**RE:** 2023 June Staffing Report

Effective Date	Status	Name	Position	Notes
5/22/2023	Backfill	Dominique Wright	Office Support Specialist	Replacing Leslie Otterness
5/16/2023	Backfill	Rita Rabehl	Eligibility Worker	Replacing Zach Wegner
6/12/2023	Backfill	Mary Nelson	Public Health Nurse Supervisor	Replacing Brooke Hawkenson
6/12/2023	Backfill	Shelly Hofer	2 year Eligibility Worker	Replacing Rita Rabehl

Promote, Strengthen and Protect the Health of Individuals, Families and Communities!  
Equal Opportunity Employer  
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# 2022 Annual Report

**The community leader in delivering  
exceptional, responsive and consumer focused  
behavioral health services.**

*Serving children, families and adults in Winona, Houston, Fillmore, Wabasha  
and Goodhue counties*

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## MISSION:

The community leader in delivering exceptional, responsive and consumer focused behavioral health services.



## VALUES:

Integrity  
Respect  
People Focused  
Community Focused  
Continuous Improvement  
Compassion  
Partnerships & Collaboration  
Empowerment  
Financial Stewardship

## 2022 BOARD OF DIRECTORS

**President:** Marcaran Baird, Goodhue County Community Representative

**Vice-President:** Brad Anderson, Goodhue County Commissioner

**Secretary:** Betsy Rowekamp, Winona County Community Representative

**Treasurer:** Erick Enger, Wabasha County Community Representative

Marie Kovcesi, Winona County Commissioner

Mike Wobbe, Wabasha County Commissioner

Bob Burns, Houston County Commissioner

Teresa O'Donnell-Ebner, Houston County Community Representative (Joined July 2022)

Mandy Hansel, Winona County Community Representative

Ellen Smith, Winona County Community Representative

## A NOTE FROM THE CHAIRPERSON

The year 2022 was notable for many transitions for everyone and all organizations, including Hiawatha Valley Mental Health Clinic. Thanks to all of our hard-working staff, our adaptive clients and our supportive community partners. We have expanded our services, added clinical staff and have reshaped our administrative structure.

We became a "Certified Community Behavioral Health Clinic" with a goal of improving our access to services and being more integrated across all of our services. We also anticipate having a better way to coordinate care beyond our walls. We fully opened a second location in Red Wing to make our services more accessible and also increased our staffing for our other locations. The HVMHC staff worked hard to enable all of these transitions and the Board was busy implementing new strategies for employee recognition using the NECTAR Program, which was quickly a source of pride for our hard-working staff being recognized by co-workers.

We strengthened our administrative functions by adding a Deputy Director position. This change will permit our Executive Director be more involved in strategic activities and community engagement. In addition, we hired a new, remotely based experienced psychiatrist as our new Medical Director. As we look forward with optimism, we thank everyone within the HVMHC system for your efforts in contributing to our mission of providing essential mental health and addition recovery services to our clients and to our communities. With your help we look forward to another productive, effective year in 2023.

Mac Baird, MD  
2022 Board Chairperson

At Hiawatha Valley Mental Health Center, 2022 was a year of growth and opportunity to better serve those with behavioral health needs. We saw some significant changes to improve how we provide whole person care while also expanding our programming to provide long-term supportive housing.

In 2022 our agency became a Certified Community Behavioral Health Center (CCBHC). This new model of care is focused on better coordinating and integrating the care people receive from us. With this model, we brought into the organization a Care Coordinator position. Today, we have approximately seven Care Coordinators to help better coordinate care within and outside our agency. We are providing our best possible effort in a coordination and collaborative manner! This is just the beginning of our agency being more collaborative and integrative internally and externally in the care we provide.

The housing programs we offer based out of Winona saw significant growth in 2022. In 2022, we essentially filled one of our four board and lodge settings which had been at less than capacity due to the pandemic. We are not stopping there as in this year and the years ahead we are looking strategically at partnerships with others to provide additional housing with support options in the community.

At the end of 2022 our agency developed our new strategic initiatives for the next three years which will guide us and include:

- Improving our ability to review and utilize data to inform clinical and pragmatic decisions
- Engagement with our current employees to continuously evaluate that we offer people what they need so they can best take care of themselves and others
- Access to care ensure we are able to best able to provide the appropriate service at the time it is most needed
- Improve our Agency's presence in the community to educate others about mental illness and substance use disorder to reduce the stigma and share what we offer

On behalf of Hiawatha Valley Mental Health Center, I would thank our Board of Directors, employees, students, volunteers, and partners. We did amazing things in 2022 and I'm confident we will continue forward this year and beyond.

Sincerely,

Erik Sievers, MSW, LICSW, MBA  
Executive Director  
Hiawatha Valley Mental Health Center



# STORY OF HOPE



## *Care Coordination*

An individual was referred to Care Coordination for housing assistance and support after being informed that she was going to be evicted from her current residence. The eviction was to take place due to some remodeling that was going to be completed by the owner of the property in which she was residing. On top of that, she was unemployed and extremely anxious about her situation. The Care Coordinator connected with her over the phone and in person numerous times. In between meetings and phone calls with the individual, and collaboration with her provider, the Care Coordinator researched housing supports and assistance as well as workforce resources.

The time the Care Coordinator took with this individual to learn her needs, wants, and preferences enhanced their in-person meetings and helped both feel more at ease with the process. At one particular in person meeting, the Care Coordinator provided assistance in filling out the Residential Housing Application with and also provided the individual with a variety of workforce resources.

The individual had a follow up appointment with her provider a few days later and wanted to meet up with her Care Coordinator prior to her appointment to share her excitement at securing a job and finding a temporary living situation. The client shared that she did not know if she would need to have the residential application submitted. She was very grateful for the assistance and the resources that the Care Coordinator had provided to her. At this time, the individual is in her apartment and things are going well.

# STORY OF COLLABORATION AND CARING



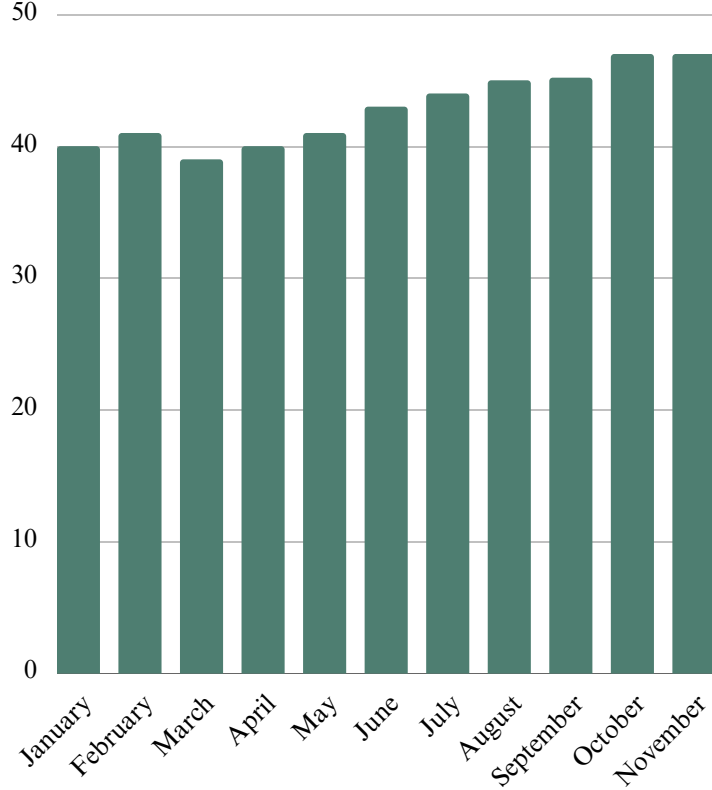
## *Mental Health Case Management*

A single parent with 2 young children, who recently invited their mother (the children's grandmother) to also live with them, needed a larger apartment. The parent organized and secured a new 4-bedroom apartment, movers and moving trucks. The day of the move was a bitterly cold day in January, and all of the parents' moving plans fell through that afternoon. The parent felt comfortable and confident in the agency and her Children's Mental Health Case Manager to reach out and ask for help.

Help needed to be immediate, or the family would have little to no belongings in their new apartment for an unknown period of time. After some quick and critical thinking, the Children's Mental Health Case Manager reached out to several area agencies asking for help with the move. Habitat for Humanity serving Winona County immediately agreed to assist and had a truck with two volunteers out to help the family within 20 minutes of the request. The Children's Mental Health Case Manager was also present during part of the move to help support the parent and children. The coming together of two great agencies made it possible for the family to move and get into their new home.

# HVMHC Residential Services 2022

Number of clients living in Residential service settings

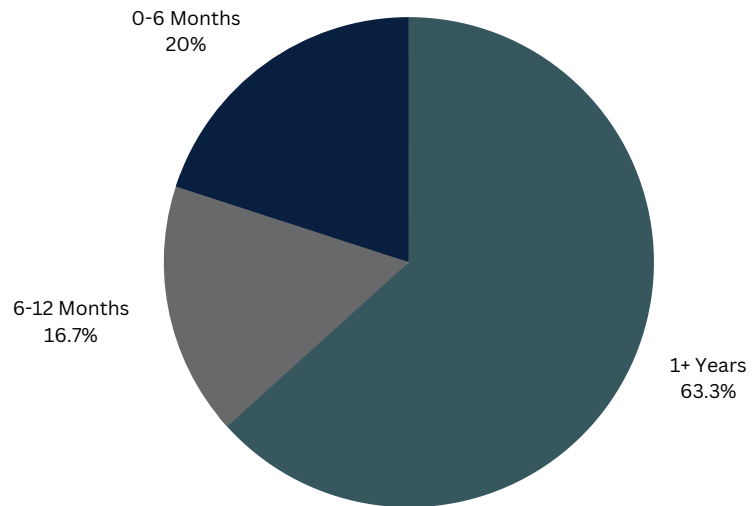


## Scoreboard Successes

- Increased census
- Increase in program application efficiencies
- Increased staff autonomy/ empowerment
- Improved training plan for all staff
- Streamlined referral process
- Addressed delayed site maintenance
- Improved site security measures
- Response to HBL Flood
- 72% decrease in OT payroll YTD compared to 2020

## 2023 Opportunities

- Improved inter-department collaboration
- Expand group offerings at Board and Lodge homes
- Expand ARMHS
- Consistent Nursing staffing
- Maintain census
- Improved data measures to track program objectives



Current Client Length of Stay

**12,485**

Housing Support  
Supplemental services  
that were provided in  
2022

**60**

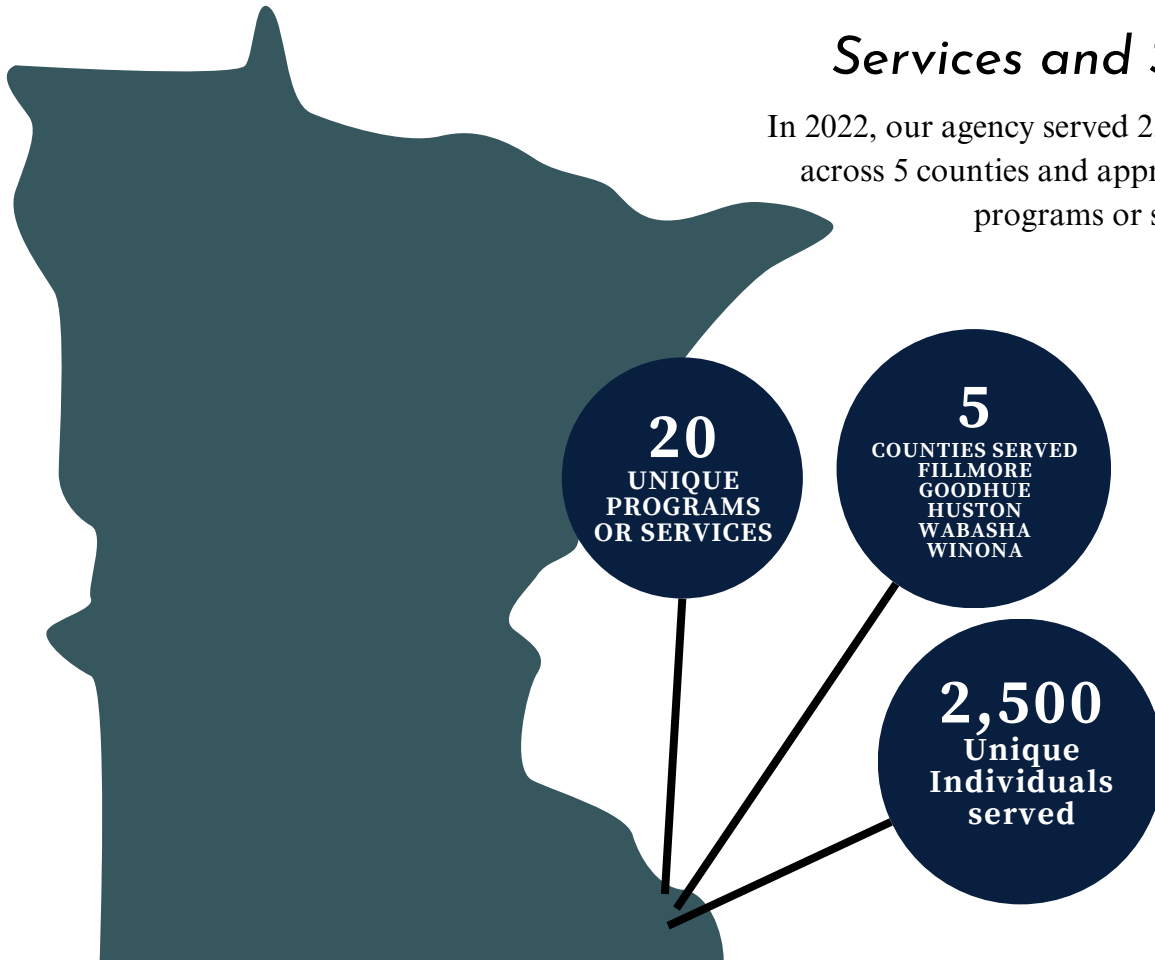
Individuals served with  
housing and supportive  
services to maintain  
independent living

**90%**

Percentage of current  
occupancy across all  
settings

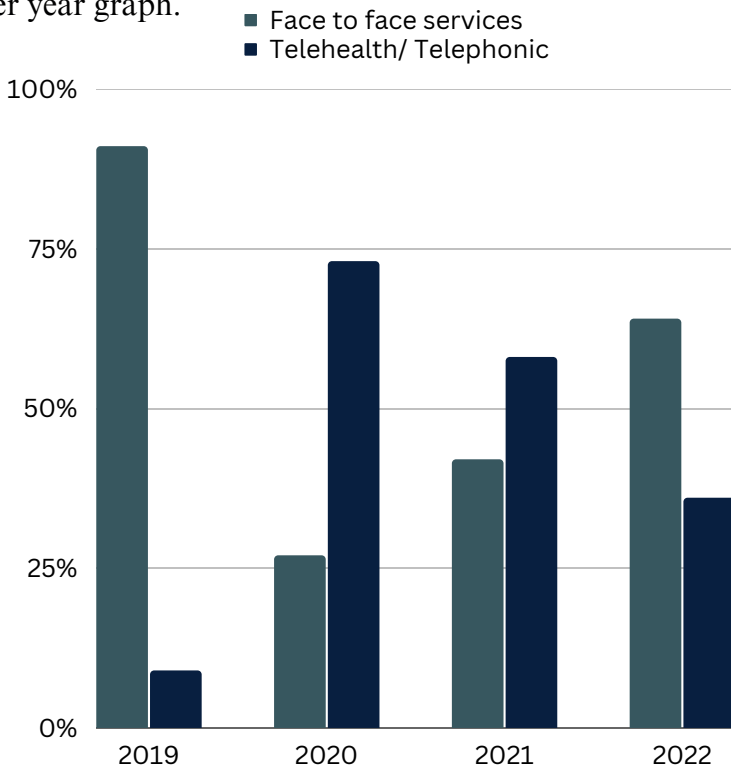
## Services and Supports:

In 2022, our agency served 2,500 unique individuals across 5 counties and approximately 20 unique programs or services.



## Evolving to meet the Need:

We continue to evolve as an agency in how we meet the needs of the community through ongoing adjustments of how we serve you as demonstrated in the mode of services per year graph.



## 988:



As a part of our country's commitment to addressing the mental health crisis, there was a transition in July of 2022 to 988, a 3-digit lifeline that can now be used to access our Agency's mobile

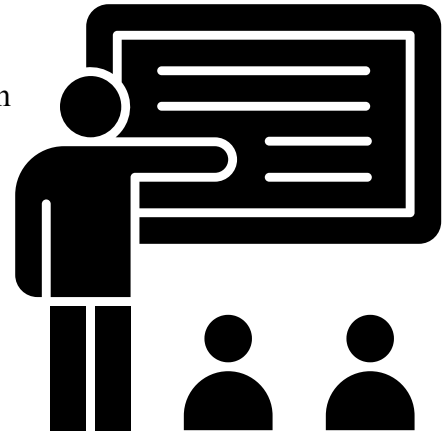
mental health crisis program in the same way calling 1-844-274-7472 has always done. The way to get help when in a mental health crisis has now been made easier with 988. 988 offers 24/7 access to trained crisis counselors who can help people experiencing mental health related distress. If needed, calls are transferred to our mobile mental health crisis team who can physically respond.

With the implementation of 988, the amount of calls our mobile mental health crisis team receives has increased. On average, we are seeing 22 calls per month for crisis services. We have one full time weekday/day responder as well as 11 responders that are on call from 5pm- 8 Am M-F and 24 hours on Saturday and Sunday.

## Training and Education:

Our agency takes pride in the fact that we are a great destination for both bachelors and master's level students looking to learn and grow. We have a great relationship with local universities and colleges and in 2022 we welcomed 15 students into the agency to provide an internship or placement.

As part of our role with the Winona County Re-Entry Assistance Program Plus, we offered a number of trainings on various topics including:



### Awareness:

On October 6, 2022, our agency hosted the 2nd annual Light into Darkness Event at the Winona Levee Park. This was an event to raise awareness and remember those we have lost to suicide and bring attention to this very serious matter. We would like to thank the Winona Police Department, Winona Mayor Scott Sherman, and Senator Miller for the messages they shared at this event. Also thanks to Sarah Jackson and the Endorphins for their wonderful music.

### Behavioral Health Trainings

- *Basic Mental Health Training*
- *Medication*
- *Assisted Treatment Adverse Childhood Experiences*
- *QPR (Question, Persuade Refer)*
- *Motivational Interviewing*
- *Mental Health Terminology & Roles*
- *Trauma Informed Care*



### Criminal Justice Trainings

- *Understanding the Civil Commitment Process*
- *Best Practices for Successful Re-Entry*



### Additional trainings that have been held

- *Naloxone Training*
- *Psychopharmacology*
- *Winona Community HUB and WRAP+*
- *Stress Management and Resiliency*
- *Cultural Humility*
- *MN Sure and Combined Application Form*
- *Community Resource Panel*
- *Neurobiology of Addiction*
- *Circles of Security*
- *Social Security 101*
- *Guardianship/Conservatorship 101*



On October 6th, 2023 the agency will be hosting its 3rd annual Light into Darkness Event at the Minnesota Marine Art Museum.

Hiawatha Valley Mental Health Center is blessed with exceptional people at every level including our leadership positions. Strong and supportive leadership is good for those that work at our agency, the agency a whole, and the community. Two leadership positions in particular, the Medical Director and Deputy Director, are worth mentioning from 2022.



## Medical Director:

Hiawatha Valley Mental Health Center has a trained physician who coordinates the medical needs of HVMHC to achieve the daily goals and overall mission of the agency. This role is the medical expert within our organization and provides input into policies, procedures, and clinical outcomes while also supporting all medical staff compliance with our Agency's policies, systems and clinical care standards. Our Agency's Medical Director had the lead role in our COVID-19 response efforts. Including reviewing and updating COVID community level status in our agencies service areas to inform staff in our agency how we need to adjust precautionary measures in our ongoing response to the pandemic. Our Medical Director works directly with executive leadership staff and oversees activities of the psychiatric program.

## Deputy Director:

The Deputy Director is a new role at Hiawatha Valley Mental Health Center. The Deputy Director was created in an intentional effort to support the managers overseeing the direct program areas. This allows enhanced opportunities for more conversations surrounding integration and patient care. Restructuring the vision of leadership to be more intentional on internal functioning empowers leaders to work collaboratively to make decisions in the best interest of those we serve. This role facilitates the leadership team to explore solutions to challenges faced in the day-to-day operations of the agency. This role also works across departments to evaluate gaps in services and potential new and unique opportunities to meet these needs. We continually look at the purpose of which we provide services and adjust as our communities are ever changing.



## Senator Smith Visit & Improvement to the Sarnia Clinic in Winona

Thanks to the funding through our Federal Government, with the strong partnership and support from Senator Tina Smith as well as and Winona County American Rescue Plan Funds, we have been able to renovate space in our Sarnia Clinic in Winona. The new space will be an excellent tool going forward to live our mission and meet the needs of the community.

One part of the new space is the creation of 3 new provider offices to add space for staff to provide individual services. A second part is 3 new treatment rooms for our community-based providers to meet with clients on-site. The third part consists of two new large group/meeting rooms to provide the community with space to increase group programming, facilitating meetings across the region for various purposes. The final part of the renovation project at our Sarnia Clinic in Winona, was to create a medication clinic that now provides enhanced privacy and health measures. This improvement has also enabled us to fully re-open all of the Peer Support Network which has operated in half the space since the March of 2020.

## Genoa Pharmacy

Genoa Pharmacy was officially welcomed into HVMHC at a ribbon cutting ceremony in 2022. Genoa is a specialized national pharmacy provider and has expertise in medication needs for those with behavioral health needs. Their services are known nationally to produce a 90% adherence rate, reduce hospitalizations, and reduce the number of emergency room visits. Genoa is a great addition to our agency and is a tremendous resource for those who come to our agency for services.



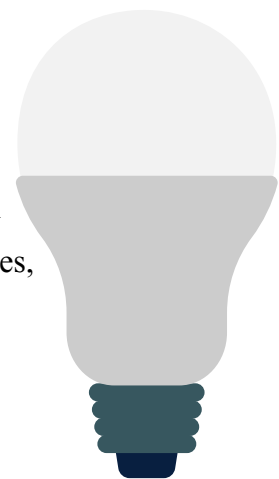


## Growth in Goodhue County

In early 2022, our Community Based staff moved out of our clinic space in Red Wing to another location in the Armory Building in Red Wing. This new space was necessary due to growth in programming in Goodhue County. The location is better for many of our clients who live in the downtown area. Since transportation is such an issue, those who utilize our community-based services in Red Wing are now able to walk to groups where they would have been required to take the public bus previously. Partners that supported this move included The Jones Family Foundation and the United Way of Goodhue, Wabasha & Pierce Counties.

## Positive Impact on the Environment

Our Sarnia Clinic in Winona underwent a complete LED lighting retrofit that has improved the quality of lighting and reduced energy consumption and costs. The cost of this project was supplemented by Xcel Energy rebates, and financially supported by Winona County ARPA funds.





HVMHC is blessed to have an amazing group of people who care greatly for others and serves the community well. We value the engagement and commitment our employees and are continuously evaluating how we can provide them the best experience while they are part of our agency.

## Recognition

Our agency implemented an employee recognition program called Nectar in June of 2022. In half of a year, there were almost 3,000 messages sent from employee to employee recognizing the good things others are doing within our organization. Since June of 2022, every employee was recognized, and every employee recognized others through our recognition program. We have a culture at HVMHC where everyone matters, and it shows through our recognition program.



## Growth and Engagement

We had an all agency training in 2022 which included a 12 hour workshop over the course of four weeks which focused on cultural responsiveness and courageous conversations facilitated by Lee Mun Wah; an internationally renowned Chinese American documentary filmmaker, author, poet, Asian folk teller, educator, community therapist and master diversity trainer. The goal of this all-agency training was to take steps as an agency to improve how we engage in authentic and healthy multicultural dialogue in our communities.

In 2022, we also started providing a Tuition Investment Program for eligible employees to use agency funds to go towards future degree an employee may wish to pursue. We had several employees benefit from this program to further their education.



HVMHC is a forward-thinking organization to best meet the ever-changing needs of our employees and of the communities we serve. Through our growth and development of services, programs, and opportunities, we continuously engage others in the journey towards a stronger future. We aim to provide the best access to care possible and growth areas are designed to help those when they need it.

Below is a listing of some of the new partnerships and programs we plan to expand in the new year and beyond.

## *Growth Across Entire Agency*

We have partnered with InnovaTel to provide us with our new Medical Director as well as a full-time tele-therapist. Later in 2023 InnovaTel will provide us with a full-time psychiatric provider as well.

## *Growth in Wabasha, Houston and Fillmore Counties*

We offer mental health case management for children, youth and adults in partnership with County Health and Human Services Departments. For some locations this is a new service we offer while in some of the counties we serve, through our new certification, more individuals are eligible to receive this valuable service from HVMHC.

## *Growth in Goodhue County*

### *Parent Support:*

- Goodhue County (Red Wing) We are beginning a new parent support program including Circles of Security and building informal parenting networks.

### *Substance Use Counseling:*

- We were licensed by MN Department of Human Services to provide outpatient Substance Use Counseling. We are actively recruiting for a substance use disorder counselor to provide clinic-based substance use disorder services out of our Red Wing Clinic.

### *Children's Therapeutic Services and Supports:*

- We are expanding our community based services in Goodhue County to include those designed for children and families with the addition of a new position to meet this need in Goodhue County.

## Growth in Winona County

### *Winona State University -Bridges Health:*

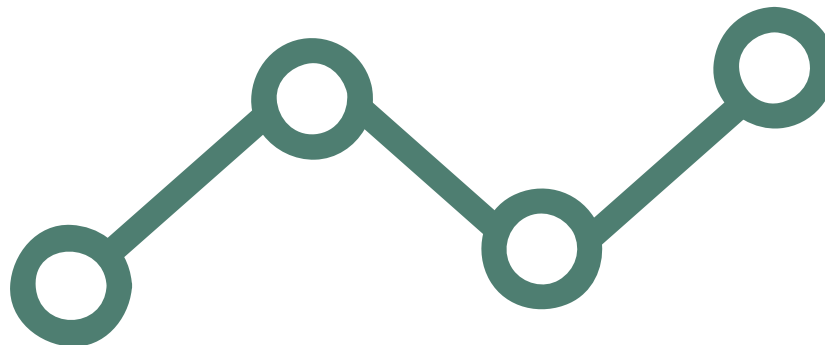
- Bridges Health is a collaborative effort between WSU and HVMHC to provide interprofessional clinical education to WSU undergraduate and graduate students. Bridges Health is student-led, faculty-guide offering free health, wellness and social services to the community. They will be at HVMHC-Winona during the academic school year on specific dates and times. More information can be found at: [www.bridgeshealthwinona.edu](http://www.bridgeshealthwinona.edu).

### *Water's Edge Apartments-Winona:*

- Metroplains (Property Management) Commonwealth Development (Property Owners)
- Water's Edge is a 41-unit development in Winona that will have income and rent limits and 9-units set-aside for households facing homelessness/are homeless or have a disability. We have partnered with the property development company called Commonwealth Development Company to be the service provider for those apartments for people with disabilities.

### *Individual Placement Services (IPS), Goodwill Easter Seals:*

- We were again asked to join our ARMHS programming with an employment agency, Goodwill Easter Seals to offer Individual Placement Services (IPS) from the state of MN in Winona County. We will be partnering with Goodwill Easter Seals. This partnership will help those in our ARMHS Program find competitive employment.



# **We value our unique abilities, qualities and achievements, and all of our roles are important for our communities' and Organization's success.**

## **Welcome to the new employees!**

Accounting Assistant: Shannon Randall  
ARMHS Practitioner: Grace Franey, Haylie Traun, Journey Walters  
Care Coordinator: Cedar Mueller, Kristina Wright, Farah Abdelazim, Jessica Simon, Molly Hedrich, Amber Rusert  
Community Connector: Rebecca Lundeen  
Crisis Response Practitioner: Maggie Taylor  
CTSS Practitioner: Adrianna Baab, Jen Rynes  
Deputy Director: Tim Hunter  
Facilities Manager: Rich Anthony  
Intake Coordinator: Kelly Clouse, Sandy Weiss, Maggie Hodge  
IT Technician: Dylan Dougherty  
Medical Director: Dr. Veronica Harsh

Medical Records Coordinator: Shamira Mensah  
Mental Health Practitioner: Emily Hahn, Andy Kranz, Mandy Morris, Taylor Sorrano, Andie Hinitt, Blair Strain, Sarah Halverson, Jeremy Marks  
Outpatient Therapist/Clinical Trainee: Dan Konkel, Shelby Marx, Kelli Larson  
Peer Support Specialist: Joshua Meyer  
Receptionist: Kristina Johns, Madeline Avila, Payton Deforrest, Alia McAllister, Karlie Dankers  
Representative Payee: Catlin Ziemann  
Residential Support Staff: Lily Baltes, James Molitor, Kate Grams, Bailey Novack, Sonja Sacquitne, Emily Fairchild, Jada Durham, Becca Bemis  
School Linked Therapist/ Clinical Trainee: Rebecca Gilmore, Katelyn Sauey, Katherine Meyers

## **What do employees of Hiawatha Valley Mental Health Center have to say about our agency?**

“Hiawatha continues to have an amazing workplace culture and supportive coworkers. I’m thankful to work here!”

“Hiawatha Valley Mental Health Center offers great benefits with awesome work-life balance and are very flexible with work schedules.”

“I can say with utmost confidence that this has been my favorite place of employment thus far during my professional career!”



We value our unique abilities, qualities and achievements, and all of our roles are important for our communities' and Organization's success.

### Retirement



**Gary Hempel**

Thank you for your service to HVMHC, we wish you well in your retirement



**Vickie Kanbel**



**Carrie Swenson**

### 15 Years

### 5 Years



**Shari Fusillo**



**Linda Buchmiller**



**Michelle Monsrson**



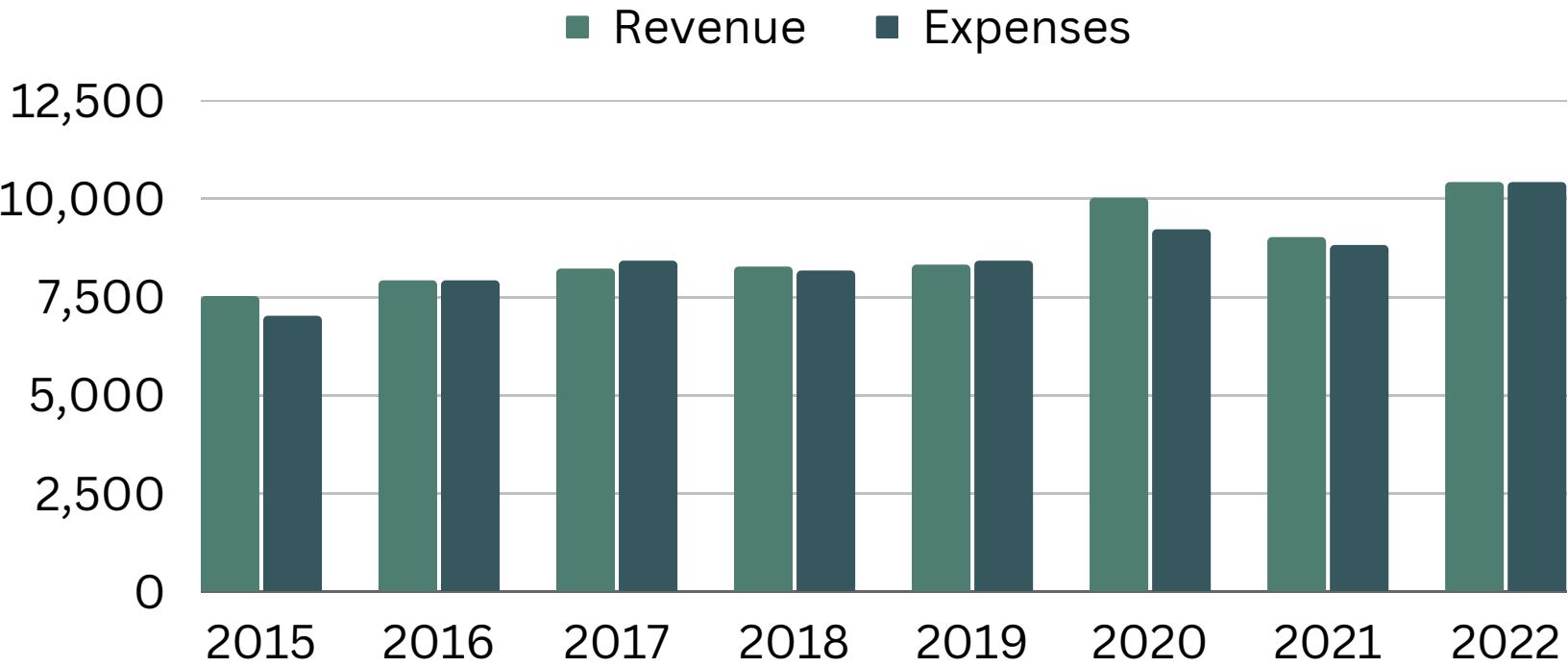
**Katelyn Schwab**



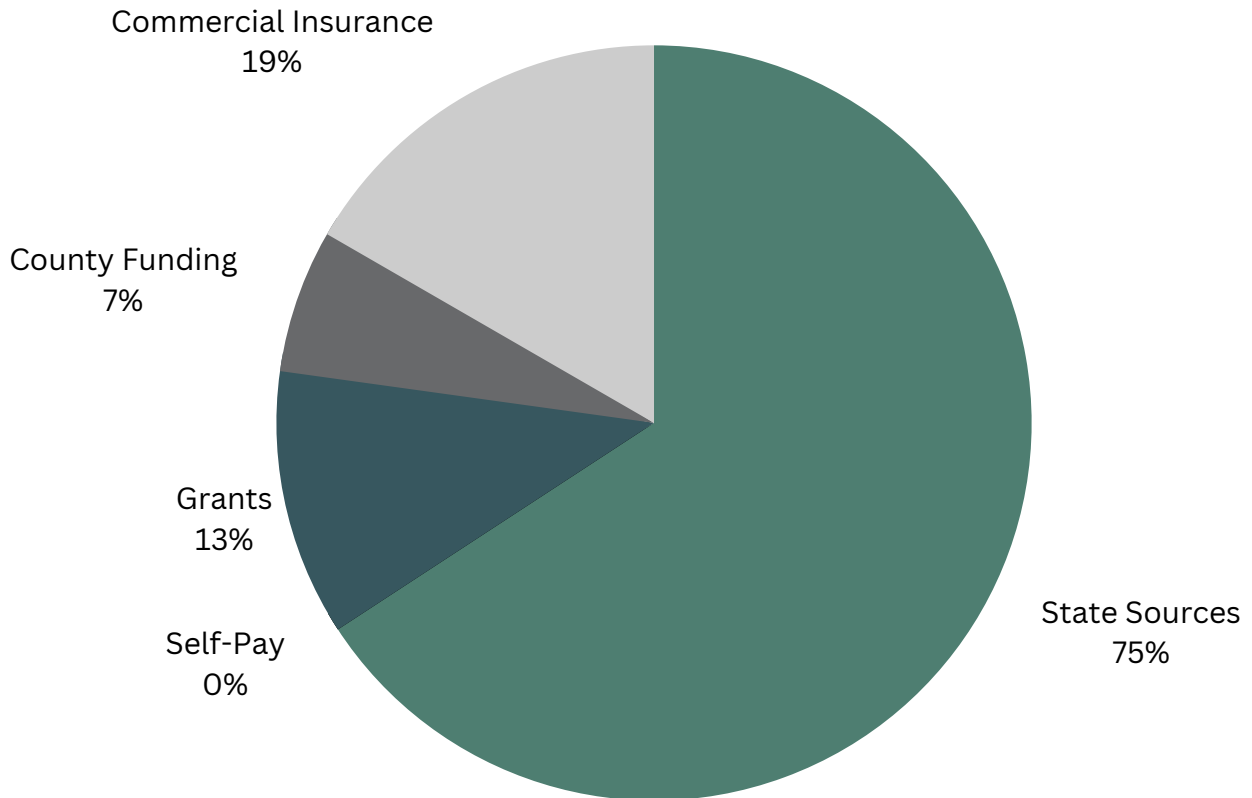
**Kim Kolstad**



**Amber Platteter**



### 2022 Income Sources



*If you would like to donate to Hiawatha Valley Mental Health Center, go to our website [www.hvmhc.org](http://www.hvmhc.org) and click on the “Donate” tab.*

*Hiawatha Valley Mental Health Center is a 501 (c) (3) nonprofit organization.*

*All donations are tax deductible for the extent allowed by the law.*