



Goodhue County

Minnesota

GOODHUE COUNTY HEALTH & HUMAN SERVICES (GCHHS) AGENDA

COUNTY BOARD ROOM
RED WING, MN

DECEMBER 19, 2023
10:30 A.M.

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 278 624 734 861

Passcode: gKVHJm

[Download Teams](#) | [Join on the web](#)

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

Documents:

[NOVEMBER 2023 HHS BOARD MINUTES.PDF](#)

4. NEW, PROMOTED, AND TRANSFERRED EMPLOYEE INTRODUCTIONS
5. REVIEW AND APPROVE THE FOLLOWING ITEMS ON THE CONSENT AGENDA:

- a. Child Care Licensure Approvals

Documents:

[CHILD CARE APPROVALS.PDF](#)

- b. Supplemental Nutrition Assistance Program (SNAP) Regional Contract

Documents:

[SNAP REGIONAL CONTRACT.PDF](#)

c. GCHHS Annual Renewed Contracts

Documents:

[GCHHS ANNUAL RENEWED CONTRACTS.PDF](#)

d. MN Merit System EEO

Documents:

[MN MERIT SYSTEM EEO.PDF](#)

e. SERCC Governance Agreement Amendment

Documents:

[SERCC GOVERNANCE AGREEMENT AMENDMENT.PDF](#)

f. Annual HHS Director Evaluation

Documents:

[HHS DIRECTOR EVAL MEMO 2023.PDF](#)

g. HHS Building Lease

Documents:

[HEALTH AND HUMAN SERVICES BUILDING LEASE 2024.PDF](#)

h. Emergency Preparedness And Response Grant

Documents:

[EP AND RESPONSE GRANT.PDF](#)

i. Child And Teen Checkup (C&TC) Contract

Documents:

[CTC CONTRACT.PDF](#)

6. ACTION ITEMS:

a. Accounts Payable

Documents:

[ACCOUNTS PAYABLE.PDF](#)

b. Child Protection On-Call Wage Adjustment

Nina Arneson

Documents:

[CHILD PROTECTION 24-7 ONCALL WAGE ADJUSTMENT 2024.PDF](#)

c. Utilization Of Opioid Settlement Funds 2024

Kris Johnson

Documents:

[UTILIZATION OF OPIOID SETTLEMENT FUNDS.PDF](#)

7. INFORMATIONAL ITEMS:

a. Environmental Health Update

Benjamin Hoyt & Kris Johnson

Documents:

[EPA DECLARATION SUMMARY POWERPOINT.PDF](#)
[LETTERS AND KEY POINTS.PDF](#)

8. FYI-MONTHLY REPORTS:

a. Child Protection Report

Documents:

[CHILD PROTECTION REPORT.PDF](#)

b. HHS Staffing Report

Documents:

[HHS STAFFING REPORT.PDF](#)

9. ANNOUNCEMENTS/COMMENTS:

10. ADJOURN

a. Next Meeting Will Be January 16, 2024

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

**GOODHUE COUNTY
HEALTH & HUMAN SERVICES BOARD MEETING
MINUTES OF NOVEMBER 21, 2023**

The Goodhue County Health and Human Services Board convened their regularly scheduled meeting at 10:30 A.M., Tuesday, November 21, 2023, in the Goodhue County Board Room and online via GoToMeeting.

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

STAFF AND OTHERS PRESENT:

Nina Arneson, Kris Johnson, Mike Zorn, Lisa Woodford, Kayla Matter, Ruth Greenslade, Sarah Matzek, Tom Day, and Eric Sievers.

AGENDA:

On a motion by L. Flanders and seconded by T. Greseth, the Board approved the November 21, 2023, Agenda.

MEETING MINUTES:

On a motion by N. Pagel and seconded by S. Johnson, the Board approved the Minutes of the H&HS Board Meeting on October 17, 2023.

CONSENT AGENDA:

On a motion by L. Flanders and seconded by S. Betcher, the Board approved all items on the consent agenda.

ACTION ITEMS:

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

On a motion by S. Betcher and seconded by S. Johnson, the Board approved the hiring of a Provisional 1.0 FTE Public Health Educator-Youth Prevention Specialist and Provisional .4 FTE Community Health Worker.

On a motion by L. Flanders and seconded by N. Pagel, the Board approved the hiring of a Permanent 1.0 FTE Planner-Data Analyst with the Public Health Foundational Funding.

Goodhue County Health & Human Services Board
Meeting Minutes of November 21, 2023

INFORMATIONAL ITEMS:

Hiawatha Valley Mental Health Center (HVMHC) Update from Erik Sievers, Executive Director
3rd Quarter 2023 Fiscal Report given by Kayla Matter

FYI & REPORTS:

Child Protection Report
HHS Staffing Report

ANNOUNCEMENTS/COMMENTS:

ADJOURN:

On a motion by J. Majerus and seconded by T. Greseth, the Board approved adjournment of this session of the Health & Human Services Board Meeting at or around 11:40 am.

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



REQUEST FOR BOARD ACTION

Requested Board Date:	December 19, 2023	Staff Lead:	Katie Quinn
Consent Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Attachments:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Action Requested:	Approve Child Care Licensure Actions		

BACKGROUND:

Child Care Relicensures:

- Kelsey Strauss Goodhue
- Bryana Lothert Kenyon
- Sheri Lidgerding Red Wing
- Chelsie Strom Mazeppa

Child Care Licensures:

Number of Licensed Family Child Care Homes: 64

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



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



REQUEST FOR BOARD ACTION

Requested Board Date:	December 19, 2023	Staff Lead:	Kathy Rolfer
Consent Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Attachments:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Action Requested:	Approve Regional Contract for Additional Employment and Training Services for Supplemental Nutrition Assistance Program (SNAP) Customers.		

BACKGROUND:

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

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

The Workforce Development Inc. will utilize the available funds of \$7,129.80 10-1-2023 through 9-30-2024 designated for direct program expenses and \$629.10 designated for administration, and \$1151 designated for support services for the four counties – Wabasha, Mower, Houston, and Goodhue.

RECOMMENDATION: HHS department recommends approval as requested.

AGREEMENT FOR PROVISION OF
SUPPLEMENTAL NUTRITIONAL ASSISTANCE PROGRAM (SNAP)

The Wabasha County Board of Commissioners through its designated agency, the Wabasha County Department of Human Services, 625 Jefferson Avenue, Wabasha, MN 55981-1589 (651) 565-3351, acting as Fiscal Agent for the counties of Goodhue, Houston, Mower and Wabasha or any successor organization developed with at least one of the participating counties hereinafter referred to as the "Counties" and the Workforce Development, Inc., 2070 College View Road E., Rochester, MN 55901 (507) 292-5166, hereinafter referred to as the "Contractor" enter into this agreement for the period of October 1, 2023 through September 30, 2024.

WITNESSETH

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

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

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

Available Funds \$7,129.80 10-01-2023 through 09-30-2024 designated for **direct program expenses**; \$629.10 (7.5% WDI admin) and \$1151 designated for **support services** for the four counties.

I. Services to be Provided

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

II. Delivery

The Contractor agrees to the following:

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

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

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

III. County's Responsibilities

- A. Refer all persons eligible for the SNAP program to the Workforce Development, Inc. by completing a WF1 referral. The program is in a voluntary status. Referrals will be made noting the participants opportunity for employment services at no cost to the participant.
- B. The Counties will reimburse the Contractor for invoiced costs for SNAP enrollments for staff services, including orientation, assessment, preparation of an Employment Plan, individualized counseling, Job Search instruction, and vocational assessment, referrals to other agencies, job referrals and direct marketing contracts with employers. Actual costs for services will be billed each month up to \$7,129.80 direct program, \$629.10 administration, and \$1,137 support funds for this program year.

This includes the time spent sending notices to the participants and the Counties, in addition to tracking the participants' compliance.

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

IV. Contractor Responsibility

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

V. Financial Arrangements and Reporting Procedures

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

VI. Other Conditions of the Contract

- A. The Contractor shall allow personnel of the Counties, Minnesota Department of Human Services, and the Minnesota Department of Employment and Economic Development, access to the Contractor's records at reasonable hours in order to exercise their responsibility to monitor the services and audit the financial records.
- B. Audit and Records Disclosure:

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

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

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

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

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

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

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

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

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

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

FOR
WABASHA CO.
BOARD OF COMMISSIONERS

By _____
Board Chair

By _____
Director

Date _____

By _____
County Attorney

Date _____

FOR THE CONTRACTOR
Workforce Development, Inc.



Director

Date 12/5/23

FOR
MOWER CO. BOARD OF COMMISSIONERS

By _____
Board Chair


By _____
Director

Date _____

By _____
County Attorney

Date _____

FOR THE CONTRACTOR
Workforce Development, Inc.



Director

Date 12/5/23

FOR
HOUSTON CO. BOARD OF COMMISSIONERS

By _____
Board Chair

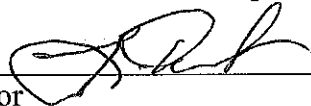
By _____
Director

Date _____

By _____
County Attorney

Date _____

FOR THE CONTRACTOR
Workforce Development, Inc.

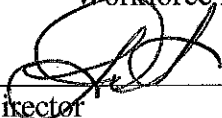
Director  _____

Date 12/5/23

FOR
GOODHUE CO. BOARD OF COMMISSIONERS

FOR THE CONTRACTOR
Workforce Development, Inc.

By _____
Board Chair



Director

By _____
Director

Date 12/5/23

Date _____

By _____
County Attorney

Date _____

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



REQUEST FOR BOARD ACTION

Requested Board Date:	December 19, 2023	Staff Lead:	Mike Zorn
Consent Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Attachments:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Action Requested:	Approve HHS Contracts for 2024		

BACKGROUND:

Below are HHS ongoing contracts being renewed for 2024. Mental Health services continue to be a need in our county as evident from our contracts with the providers below. Guardians are also in great demand to provide safety and protection for our vulnerable adults. HHS contracts with over 100 providers either annually or biannually with the help of the Regional Contract Manager out of Olmsted County and our County Attorney.

County Contracts

- 2024 HHS Lease Agreement \$389,114/yr.

Mental Health Contracts

- FAMILY SERVICE OF ROCHESTER \$15,000/yr.
- FERNBROOK – Mental Health Services \$130,007/yr
- HIAWATHA VALLEY MENTAL HEALTH CENTER \$100,000/yr.

Guardians

- PRESTIGE CARE, LLC - Guardianship \$65,000/yr.
- ROYAL GUARDIANS LLC - Guardianship \$63,000/yr.
- SECURITY FIDUCIARY SERVICES \$35,000/yr.
- SERENITY SERVICES - Guardianship \$28,000/yr.

Other

- PROACT, INC.- Community Based Supported Employment \$96,000/yr.
- PROACT, INC.- ProAct, Inc. Transportation \$46,000/yr.
- RIVERVIEW SERVICES, INC. \$24,000/yr
- REGIONAL CONTRACT MANAGER \$20,877/yr.
- WORKFORCE DEVELOPMENT, INC. (Employment & Training) \$233,521/yr.

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

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



REQUEST FOR BOARD ACTION

Requested Board Date:	December 19, 2023	Staff Lead:	Nina Arneson
Consent Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Attachments:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Action Requested:	Approve 12/7/2023 -12/7/2025 Minnesota Merit System Equal Employment Opportunity (EEO) and Affirmative Action (AA) Guidelines		

BACKGROUND:

It is the policy of the Minnesota Merit System (MMS) that County Health and Human Services departments conduct all employment practices without regard to race, color, political affiliation, creed, religion, national origin, disability, age, marital status, status regards public assistance, sex, membership or activity in a local commission, or sexual orientation.

To accomplish this objective, Minnesota Merit System County Health and Human Services departments must adopt, revise, and / or develop Equal Employment Opportunity and Affirmative Action Guidelines to ensure compliance.

In order to comply with this Minnesota Merit System rule, the department may choose to adopt the proffered Merit System EEO and AA guidelines as being our department's EEO/AA plan and implement the guidelines within our department.

For the past 20+ years, this is what the boards governing Goodhue County Health and Human Services have done.

RECOMMENDATION: The Goodhue County Health and Human Services Department recommends approving the Minnesota Merit System 2023-2025 EEO and AA Guidelines as presented in the DHS Bulletin #21-89-01 effective December 7, 2023.

NUMBER

#23-89-01

DATE

December 7, 2023

OF INTEREST TO

Social Services and Human
Services Directors with staff
covered by the Minnesota
Merit System

Social Services Supervisors and
staff covered by the Minnesota
Merit System

Human Resources Directors

ACTION

Please read information and
prepare for implementation.

EXPIRATION DATE

December 7, 2025

Merit System Equal Employment Opportunity and Affirmative Action Guidelines

TOPIC

Equal Employment Opportunity and Affirmative Action guidelines.

PURPOSE

Advise Minnesota Merit System county/multi-county human services agencies of equal employment opportunity and affirmative action guidelines and request updated or renewed equal employment opportunity and affirmative action plan documents.

CONTACT

Minnesota Merit System phone: 651-431-3030

Minnesota Merit System email: dhs.merit.system@state.mn.us

SIGNED

/s/ Andrew S. Petroski

Andrew Petroski, Director

Equal Opportunity and Access Division

TERMINOLOGY NOTICE

The terminology used to describe people we serve has changed over time. The Minnesota Department of Human Services (DHS) supports the use of "People First" language.

I. Introduction

The Minnesota Merit System's (MMS) Affirmative Action and Equal Employment Opportunity Policies are administered by the Minnesota Department of Human Services' (DHS) Equal Opportunity and Access Division (EOAD).

A. Purpose

The purpose of these guidelines is to establish minimum affirmative action and equal employment opportunity standards, and to provide a consistent framework with regard to equal employment opportunity and affirmative action in MMS county/multi-county human services agencies. The guidelines continue to reiterate the requirement that each MMS county/multi-county human services agency adopt, revise, and/or develop an equal opportunity and affirmative action program to ensure equal employment opportunity and affirmative action in MMS county/multi-county human services agency workforces as required under applicable Minnesota Rules, part 9575.0090.

1. Policy

It is the policy of the MMS that county/multi-county human services agencies conduct all employment practices without regard to race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation, age, or political affiliation. Equal employment opportunity under this policy includes, but is not limited to, the following: recruitment, examination, appointment, tenure, compensation, classifications, promotion, or other activities in accordance with applicable federal, state, and local laws and regulations.

A program of affirmative action will be maintained to eliminate barriers to equal employment opportunity and to encourage the employment and advancement of qualified applicants from the following protected groups when these groups are underrepresented in a county/multi-county human services agency's workforce in any job category: females, persons with disabilities, and individuals who identify as Black, Hispanic, Asian or Pacific Islander, or American Indian or Alaskan native.

2. Responsibilities

MMS county/multi-county human services agency directors have overall responsibility for implementing the MMS equal employment opportunity and affirmative action guidelines throughout that agency, including establishing specific internal procedures that minimally meet the standards provided by the MMS guidelines.

3. Role of DHS

DHS' EOAD provides consultation, technical assistance, recruitment, training, affirmative action goal-setting review and monitoring of MMS human services agencies to ensure affirmative action and equal employment opportunity in these agencies.

II. Scope of Guidelines

All MMS county/multi-county human services agencies and its employees must comply with equal employment opportunity and affirmative action guidelines. Any Minnesota county/multi-county may choose to create a county/multi-countywide affirmative action plan and submit it for approval by the Minnesota Department of Human Rights, which will issue a certificate of compliance for approved plans. Alternatively, a county/multi-county may choose to adopt the MMS equal employment opportunity and affirmative action guidelines in this bulletin for its human services agency.

Minnesota Rules, part 9575.0090, subpart 2a, requires that each MMS human services agency have an affirmative action plan, which must contain the following:

- A policy defining and prohibiting discriminatory harassment, including sexual harassment;
- An internal discrimination complaint policy and procedure that includes notification of DHS EOAD of complaints that are brought, and their resolution;
- Provision for appointment of a person to serve as liaison between the MMS county/multi-county human services agency and DHS EOAD, and to have responsibility for implementation of the guidelines within the agency;
- Provision of the notification of DHS EOAD of periodic hiring goals established by the county/multi-county human services agency; and
- Provision for compliance with the Americans with Disabilities Act (ADA), Title I, which prohibits discrimination against employees with disabilities and job applicants with disabilities.

Minnesota state law does not require that Minnesota counties and political subdivisions have an affirmative action plan certified by the Minnesota Department of Human Rights in order to receive any state funds or engage in contracting with the state. Nevertheless, this does not exempt MMS county/multi-county human services agencies from the requirement of the MMS rules, as indicated above.

III. MMS County/Multi-County Human Services Agency Action Required

In order to comply with Minnesota Merit System, Minnesota Rules, part 9575.0090, subpart 2a, your agency should choose one of the two courses of action. Your agency may:

- Adopt the proffered MMS system equal employment opportunity and affirmative action guidelines as your agency's equal opportunity and affirmative action plan and implement the guidelines within your agency, including developing hiring goals where workforce disparities exist and submit a letter indicating the adoption of those guidelines to DHS EOAD;
- or
- Adopt an equal opportunity and affirmative action plan that is certified by the Minnesota Department of Human Rights and submit a copy of the certificate of compliance to EOAD. If your county/multi-county

agency already has a certified plan, your agency's adoption of that plan meets requirements under MMS rules.

Send this information by email to dhs.equalopportunity@state.mn.us, or via regular mail to the attention of the Minnesota Merit System Consultant, Minnesota Department of Human Services, Equal Opportunity and Access division, MMS Consultant, Box 64997, St. Paul, MN 55164-0097.

IV. Policies and Requirements

A. Prohibition of Discriminatory Treatment

Purpose: To establish a means for maintaining a work environment free of discriminatory treatment in MMS county/multi-county human services agencies.

Statement: MMS county/multi-county human services agencies shall provide a work environment free of any form of unlawful discriminatory treatment, including harassment.

Authority:

- United States Civil Rights Act of 1964, Title VII
- United States Equal Pay Act of 1963
- United States Age Discrimination in Employment Act of 1967
- United State Rehabilitation Act of 1973, Section 504
- Americans with Disabilities Act of 1990, Title I
- Americans with Disabilities Act Amendments Act of 2008
- United States Civil Rights Act of 1991
- Genetic Information Nondiscrimination Act of 2008, Title II
- Minnesota Human Rights Act
- Minnesota Statutes, section 256.012, subdivision 1
- Minnesota Rules, part 9575.0090

B. Discrimination Complaint Handling

Purpose: To provide an internal option to employees who believe they were discriminated against because of race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation, age, or political affiliation.

Statement: While employees of MMS county/multi-county human services agencies have the right to file discrimination complaints with the Minnesota Department of Human Rights or other enforcement agencies at any time, complainants are encouraged to seek out internal administrative remedies first.

Anyone bringing an employment discrimination complaint shall do so without fear of reprisal, coercion, or intimidation.

Discrimination complaints and relevant investigative data and findings will all be handled in accordance with provisions of the Minnesota Government Data Practices Act, and the ADA, Title I.

The discrimination complaint handling process will minimally include:

1. A method to resolve both formal and informal complaints,
2. Notification of DHS (EOAD), and
3. A timely response to all complaints.

Authority:

- United States Civil Rights Act of 1964, Title VII
- United States Equal Pay Act of 1963
- United States Age Discrimination in Employment Act of 1967
- United States Rehabilitation Act of 1973, Section 504
- Americans with Disabilities Act of 1990, Title I
- Americans with Disabilities Act Amendments Act of 2008
- United States Civil Rights Act of 1991
- The Minnesota Human Rights Act
- The Minnesota Government Data Practices Act
- Genetic Information Nondiscrimination Act of 2008, Title II
- Minnesota Statutes, section 256.012, subdivision 1
- Minnesota Rules, part 9575.0090

C. Prohibition of Discrimination Against Individuals with Disabilities

Purpose: To provide work environments free of unlawful discrimination against applicants and employees with disabilities.

Statement: MMS county/multi-county human services agencies shall provide a work environment free of any form of unlawful discrimination. This includes removing barriers to application for employment and ensuring that qualified employees with disabilities are not discriminated against.

The most significant provisions of the ADA with regard to MMS county/multi-county human services agencies are included in Title I, which prohibits employers from discriminating against qualified individuals with disabilities in matters of employment, including the application and hiring process. The provisions in Title I of the ADA are broader in scope than, but similar to, the Minnesota Human Rights Act (Minnesota Statutes, Chapter 363A), and to Section 504 of the federal Rehabilitation Act of 1973 and Volume 29 of the United States Code, section 794.

ADA regulations make it clear that employers, including all state and local governments, must comply with the employment provisions of Title I. The ADA prohibits discrimination against an otherwise qualified individual with a disability with regard to the following:

- Job application procedures, including recruitment and advertising;
- Hiring, firing, and advancement; and
- Compensation, training, and other terms, conditions, and privileges of employment such as tenure, layoff, leave, and employee benefits.

Reasonable Accommodations: Reasonable accommodations must be provided to qualified individuals with disabilities who are employees or applicants for employment, unless providing the accommodations would cause undue hardship.

Accommodations are determined by the specifics of the situation and provided on a case-by-case basis.

Interactive Process: The accommodation process is generally started by a request from an applicant or employee with a disability. However, in certain instances, an employer has an obligation to make inquiries about an individual's need for an accommodation. For example, when an employer observes that an applicant or employee has a disability that may prevent them from understanding the need to request an accommodation, the employer should initiate discussion about the possible need for accommodation. If the individual with a disability cannot suggest an appropriate accommodation in such circumstances, the employer should work with the individual to identify potential effective reasonable accommodations.

Undue Hardship: Deciding whether a request for a reasonable accommodation creates an undue hardship is determined on a case-by-case basis. If it is determined that a specific proposed or requested accommodation would impose an undue hardship on an employer, the employer is still obligated to identify whether there is another accommodation available that would not impose an undue hardship. As long as an accommodation meets the requester's work-related medical needs, the accommodation need not be the best accommodation available, nor must it be the accommodation desired by the individual with a disability.

Threat to health and safety of others: If an employer believes that an employee or applicant with a disability would constitute a direct threat to the health or safety of self and others and that a reasonable accommodation would not eliminate the threat, the employer may determine the individual is not or is no longer qualified to perform the duties of their job. Such a determination must be based on objective facts and must be specific to the situation and the individual. The determination cannot be based on speculation or the remote possibility of a threat or risk to the safety of others.

For a more detailed explanation of your obligations and responsibilities under the ADA, contact the United States Equal Employment Opportunity Commission (EEOC) or the United States Department of Justice's Civil Rights Division. Numerous publications explaining the ADA and its requirements are available from these agencies and are online at their websites. You may also request technical assistance from DHS' EOAD and from the Minnesota Department of Human Rights. Contact information for all of these agencies is included in Appendix III of these guidelines.

Authority:

- United States Rehabilitation Act of 1973, Section 504
- Americans with Disabilities Act of 1990, Title I
- Americans with Disabilities Act Amendments Act of 2008
- Minnesota Human Rights Act

D. Prohibition of Sexual Harassment

Purpose: To establish a means for maintaining a work environment free of sexual harassment in MMS county/multi-county human services agencies.

Statement: MMS county/multi-county human services agencies shall provide a work environment free of any form of sexual harassment. Sexual harassment is a form of sex discrimination and is covered under the same statutes as other types of unlawful discriminatory treatment.

It is unlawful to harass a person (an applicant or employee) because of that person's sex. Sexual harassment can include unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.

Sexual harassment can also include offensive remarks about a person's sex. The harasser can be of any sex, as can the victim. Same-sex sexual harassment is prohibited as is opposite-sex harassment.

The harasser can be the victim's supervisor, a supervisor in a different unit, a co-worker, or someone who is not an employee of the employer, such as a client or contractor.

Authority:

- Civil Rights Act of 1964, Title VII
- Minnesota Human Rights Act

E. Affirmative Action in Appointment and Selection Decisions

Purpose: To establish that affirmative action hiring goals are created and that targeted recruitment efforts take place when hiring for job categories where a workforce disparity exists.

Statement: MMS county/multi-county human services agencies shall act affirmatively to recruit and hire a diverse workforce. When a vacancy occurs in a job group where a disparity exists, agencies shall utilize affirmative recruitment and hiring strategies to attempt to address the workforce disparity. When fewer than three underrepresented group candidates are on the eligible list, the MMS will use expanded certification to bring the number of eligible candidates certified to a total of three candidates from the underrepresented group in which a disparity exists. The candidates certified shall be determined by their examination scores in accordance with MMS rules.

Authority:

- Minnesota Statutes, section 256.012, subdivision 1
- Minnesota Rules, part 9575.0620, subpart 7

V. Responsibilities, Duties, and Accountabilities

MMS Affirmative Action Guidelines: Responsibilities, Duties, and Accountabilities:

A. Equal Opportunity and Access Division at Minnesota DHS

1. Responsibilities

EOAD has oversight responsibility for and authority to monitor the MMS equal employment opportunity and affirmative action efforts in order to ensure compliance with federal and state laws and MMS rules.

2. Duties

To monitor implementation of MMS county/multi-county human services agencies affirmative action plans and compliance with equal opportunity and affirmative action guidelines. To provide technical assistance, as requested, to MMS county/multi-county human services agencies in the implementation of their affirmative action plans.

3. Accountability

To the Commissioner or designee of DHS.

B. MMS Personnel at DHS

1. Responsibilities

MMS personnel at DHS have responsibility for ensuring all assessment and selection processes are job-related, and that there are no barriers or hindrances to affirmative action and equal employment opportunity in MMS county/multi-county human services agencies. They will also ensure that MMS county/multi-county human services agencies have the opportunity to act affirmatively during the hiring process for job categories where there are disparities.

2. Duties

- Publish job announcements for MMS county/multi-county human services agency openings, maintain communication with organizations in targeted communities for recruitment purposes, and conduct recruitment for professional and managerial staff.
- Expand certification, as necessary, to include underrepresented group applicants when a disparity exists in the job class for which the MMS county/multi-county human services agency is hiring.
- Maintain a record of all competitive and promotional appointments within agencies by gender, race, and disability.
- Review position descriptions and class specifications to ensure that they are accurate and that stated requirements are job-related.
- Ensure that selection processes are free of adverse impact.

3. Accountability

To the Commissioner or designee of the Minnesota Department of Human Services.

C. MMS County/Multi-county Human Services Agency Director

1. Responsibilities

The MMS county/multi-county human services agency director has responsibility for ensuring the overall implementation of the agency's affirmative action and equal employment opportunity policies; and for compliance with fair employment practices; and with federal and state laws, and MMS rules.

2. Duties

- Communicate and demonstrate a commitment to the agency's affirmative action and equal employment opportunity policies and to the MMS affirmative action guidelines.
- Set numerical hiring goals and develop action steps and timetables for recruiting and hiring females, persons with disabilities, and individuals who identify as Black, Hispanic, Asian or Pacific Islander, or American Indian or Alaskan native. Ensure that the agency actively recruits applicants with disabilities and provides equal employment opportunities.
- Notify DHS' EOAD in January of each year of the agency's progress and of activities engaged in to achieve affirmative action hiring goals during the reporting period.
- Resolve internal complaints of discrimination and notify DHS' EOAD in January of each year of all discrimination complaints brought by employees of the agency during the reporting period.
- Inform hiring supervisors of equal opportunity and affirmative action guidelines and encourage them to act affirmatively whenever an opportunity exists to hire a qualified underrepresented group applicant into a job category where a disparity exists.
- Ensure that information about equal employment opportunity and affirmative action is disseminated to all MMS employees in the agency.
- Ensure that the workplace is free of discrimination.
- Designate a liaison to DHS' EOAD and ensure that the liaison has the necessary information and knowledge to carry out the duties required of the liaison. The director will consult at least quarterly with the Affirmative Action and Equal Employment Opportunity (AA EEO) liaison for the purpose of reviewing the status of equal employment opportunities and affirmative action needs in the agency, including any discrimination complaint activity.

3. Accountability

To the county/multi-county agency's director.

D. MMS County/Multi-county Human Services Agency Affirmative Action Liaison and Designee

1. Responsibilities

The MMS county/multi-county human services agency affirmative action liaison or designee has responsibility for ensuring compliance with MMS equal employment opportunity and affirmative action guidelines on a daily basis. The liaison will act in an advisory capacity to the agency director with regard to equal employment opportunities and affirmative action. The liaison will monitor the agency's affirmative action and equal employment opportunity efforts to ensure compliance with federal and state laws and with MMS rules.

2. Duties

- Develop an equal employment opportunity and affirmative action policy statement and an affirmative action plan consistent with those policies.
- Implement the affirmative action plan, including:
 - The internal and external distribution of the agency's EEO and AA policies and the affirmative action plan;
 - The establishment of affirmative action hiring goals, action steps, and timetables;
 - The active recruitment and employment of underrepresented group applicants; and
 - The recruitment and utilization of businesses owned by underrepresented group members.
- Conduct and/or coordinate employee training on and orientation to the agency's EEO/AA policies and plan.
- Ensure that agency managers and superiors understand their responsibilities to take action to prevent the harassment of employees and applicants for employment.
- Ensure that females, persons with disabilities, and individuals who identify as Black, Hispanic, Asian or Pacific Islander, or American Indian or Alaskan native are provided equal opportunity in attending agency sponsored training and activities, and in benefit plans, pay, and other work-related activities and conditions.
- Implement and maintain equal employment opportunity auditing, reporting, and record-keeping systems as a means of gauging the effectiveness of the agency's affirmative action efforts, and of determining whether or not affirmative hiring goals have been attained.
- Communicate with DHS' EOAD and with other relevant governmental enforcement agencies, and with DHS MMS personnel, as appropriate.
- Coordinate agency and employee support of community programs that may lead to equitable employment of females, persons with disabilities, and individuals who identify as Black, Hispanic, Asian or Pacific Islander, or American Indian or Alaskan native.

3. Accountability

To the county/multi-county agency's director.

E. MMS County/Multi-county Human Services Agency Managers and Supervisors

1. Responsibilities

MMS county/multi-county human services agency managers and supervisors have responsibility for ensuring compliance with the MMS equal employment opportunity and affirmative action guidelines and fair treatment of all agency employees.

2. Duties

- A. Assist the agency's EEO/AA liaison with identifying and resolving problems related to equal employment opportunity and with eliminating barriers which inhibit or prevent equal employment opportunity and/or affirmative action.
- B. Consider qualified underrepresented group members and, where possible, act affirmatively in hiring and promoting staff.
- C. Communicate and demonstrate a personal commitment to the agency's EEO/AA policies and MMS affirmative action guidelines.
- D. Make recruitment recommendations to the EEO/AA liaison and assist the liaison with special recruitment projects.
- E. Ensure that all employees under your supervision receive an annual orientation to the agency's affirmative action plan and equal employment opportunity policies.
- F. Identify, document, and address training needs related to equal employment opportunity and affirmative action.

3. Accountability

To the county/multi-county agency's director.

F. MMS County/Multi-county Human Services Employees

1. Responsibilities

MMS county/multi-county human services agency employees at all levels shall be responsible for conducting themselves in accordance with the MMS rules and with state and federal laws by refraining from any actions which would interfere with any employee's work performance based on that person's race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation, age, or political affiliation. Employees who believe they have been subjected to unlawful discrimination are encouraged to utilize the agency's discrimination complaint procedure.

Each employee has the responsibility to become familiar with the MMS equal employment opportunity and affirmative action guidelines and the agencies' policies on non-discrimination, the prevention of sexual harassment and respect in the workplace policy.

2. Accountability

To the county/multi-county agency's director, management, and supervisors.

G. MMS Affirmative Action Guidelines

1. Dissemination of Information

a. Internal Dissemination of Information

The ADA requires employers to post a notice stating the provisions of the ADA that apply to job applicants and employees. The notice must be posted in a place accessible to people using wheelchairs, and it must be made available in alternative formats for individuals with vision loss or reading disabilities or impairments. This applies to MMS county/multi-county human services agencies.

In addition, MMS county/multi-county human services agencies official job boards must be accessible to all applicants, employees, and the public. They must include a posted copy of the MMS EEO and AA guidelines, along with the agency's most recent hiring goals, timetables proposed for meeting those goals, and the action steps to be taken to meet them.

The MMS county/multi-county human services agency's director will transmit a letter or memo to agency staff affirming the organization's commitment to affirmative action and equal opportunity in employment annually.

Additionally, the MMS county/multi-county human services agency will hold regular (at least biennial) training sessions for the purpose of ensuring that managers and supervisors to understand the MMS EEO and AA guidelines and their responsibilities under the guidelines. Further, a review of these guidelines will be included in new employee orientation.

When appropriate, information about the MMS EEO and AA guidelines and the agency's non-discrimination and harassment-prevention policies will be included in internal publications.

b. External Dissemination of Information

MMS human services agencies must post on their official bulletin board, which is accessible to all applicants, employees, and the public, a copy of the MMS EEO and AA guidelines, along with the agency's most recent hiring goals, timetables proposed for meeting those goals, and the action steps to be taken to meet them.

The phrase "An Equal Opportunity and Affirmative Action Employer" or similar will be included in all advertisements for MMS county/multi-county human services agency positions. These positions will be advertised in appropriate underrepresented group publications, whether in print or electronically.

An assurance of non-discrimination will be included in all contracts for programs or other activities which receive any federal assistance.

A written expression of the agency's position on equal employment and affirmative action will be included, as appropriate, in newspapers, magazines, and web-based advertising and/or brochures and like recruitment materials.

2. Audit and Evaluation

The MMS county/multi-county human services agency director or the appointed EEO/AA designee for that county/multi-county agency will determine annually whether the following three protected groups are underrepresented in the job categories utilized in the agency's workforce: (1) females; (2) persons with disabilities; (3) individuals who identify as Black, Hispanic, Asian or Pacific Islander, or American Indian or Alaskan native. This will be done by comparing the availability of job-candidates from the protected groups in the geographic recruitment area with the number of protected groups members who are actually employed in those job categories in the agency. If there is a disparity (underrepresentation) in any job category for such a group, the agency is obligated to set hiring goals, determine action steps to be taken to achieve those hiring goals, and set timetables for executing the action steps.

A non-discrimination clause will be included in bargaining unit contracts and in purchasing agreements and contracts whenever possible.

In January of each year, the MMS county/multi-county human services agency director or the appointed EEO and AA designee for that county/multi-county will send to DHS' EOAD a year-end summary of the agency's equal employment and affirmative action activities for the previous year. The summary will include an evaluation of the effectiveness of those activities in achieving affirmative action hiring goals and in ensuring a workplace free of unlawful discrimination. The summary will include:

- A. Information about employment discrimination complaint activity, specifying the numbers and types of discrimination complaints and the status of their resolution;
- B. Information about recruitment activities conducted, specifying the sources of recruitment and the underrepresented group community organizations contacted;
- C. The hiring goals set for the year and the action steps towards achieving those goals; and
- D. Information about all staff training and/or information sessions conducted related to affirmative action and equal employment opportunity.

Agencies are required to provide equal employment opportunities to and encouraged to actively recruit individuals with disabilities.

VI. Appendix I

A. Definitions

Americans with Disabilities Act (ADA)

The Americans with Disabilities Act, passed in 1990, gives civil rights protections to individuals with disabilities that are similar to federal protections provided to individuals on the basis of race, color, sex, national origin, age, and religion. The ADA guarantees equal opportunity for individuals with disabilities in employment, state and local government services, public accommodations, telecommunications, and transportation. Title I of the ADA applies to employers. The ADA does not protect individuals who are currently using illegal drugs, and employers may seek reasonable assurance from employees that no illegal drug use is occurring.

Americans with Disabilities Act Amendments Act of 2008 (ADAAA)

The ADAAA became effective on January 1, 2009. It is an act to restore the intent and protections of the Americans with Disabilities Act of 1990. Under the ADAAA the definition of disability is construed broadly.

Affirmative Action

A program of proactive efforts to remedy historical discrimination in employment against females, persons with disabilities, and individuals who identify as Black, Hispanic, Asian or Pacific Islander, or American Indian or Alaskan native. This remedial program may involve recruitment efforts targeted at these specific groups when disparities in the workforce have been identified.

Affirmative Action Steps

Those steps which an agency plans to take to address workforce disparities. They could include, but are not limited to, identifying and removing barriers to employment for females, persons with disabilities, and individuals who identify as Black, Hispanic, Asian or Pacific Islander, or American Indian or Alaskan native; further educating hiring supervisors and managers about their obligations under affirmative action and equal opportunity law; planning events that will increase awareness of and knowledge about other cultural groups in your geographic region; and targeting recruitment at under-represented groups that may extend outside the geographic region.

Creed

A system of beliefs, principles, or opinions to which an individual adheres. It might be religious, political, or philosophical in nature.

Discrimination

An act or series of acts made toward a protected group or a perceived member of that group that, when compared with one's behavior towards one's own or other protected groups, is/are unfair. Such action may be based on implicit bias, prejudice or ignorance, or systemic causes having discriminatory impact.

Discriminatory Harassment

Any form of behavior that is offensive, unwelcome, and/or creates a hostile work environment and which, for purposes of this document, is based on an individual's race, color, creed, religion, national origin, sex,

gender identity, marital status, status with regard to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation, age, or political affiliation.

Disparity

The presence of fewer females, persons with disabilities, and individuals who identify as Black, Hispanic, Asian or Pacific Islander, or American Indian or Alaskan native in the workforce than could reasonably be expected based on their availability for work in the geographic recruitment area where the underemployment is found.

Ethnic

Designating basic groups or divisions of human beings as distinguished by customs, a common language, a common history, a common religion, or other such characteristics. Ethnicity in general may be regarded as referring to a specific type of culture and an individuals' ethnicity may be regarded as referring to that person's cultural heritage.

Equal Employment Opportunity/Equal Opportunity Employment

A system of employment practices wherein individuals are recruited, hired, and promoted on their own merits and, for purposes of this document, without regard to race, color, creed, religion, national origin, sex, gender identity, marital status, status with regard to public assistance, familial status, membership or activity in a local commission, disability, sexual orientation, age, or political affiliation.

Gender

As used in this document for the purposes of Affirmative Action, gender refers to the socially constructed characteristics of women and men, such as norms, roles, and relationships of and between groups of women and men.

Genetic Information Nondiscrimination Act of 2008 (GINA)

This law makes it illegal to discriminate against employees or applicants on the basis of genetic information. Genetic information includes information about an individual's genetic tests or information about the genetic tests of an individual's family member(s), as well as information about any disease, disorder or condition of an individual's family member(s) and includes an individual's family medical history. The law also makes it illegal to retaliate against a person because the person complained about discrimination, filed a charge of discrimination, or participated in an employment discrimination investigation or lawsuit.

Hiring Goal

A numerical objective designed to remedy a workforce disparity; an employment level to strive for through the use of affirmative recruitment, hiring timetables, and other such action steps; to be achieved within a set period of time, such as a year.

Individual with a Disability

An individual with a disability is a person who has a physical or mental impairment that substantially limits one or more major life activities; or has a record of such impairment; or is regarded as having such an impairment.

Major Life Activities

These include, but are not limited to, activities such as walking, talking, standing, sitting, hearing, seeing, performing manual tasks, caring for oneself, thinking, concentrating, other cognitive functions, relating to others, working, etc.

Qualified Individual with a Disability

This is a person who has a physical or mental impairment that substantially limits one or more major life activities, or who has a record of such an impairment, or who is regarded by others as having such an impairment, and who also has the requisite skill, experience, education, or other employment requirements of the position being sought and who can perform the essential functions of that job with or without a reasonable accommodation.

Race

A socially constructed term used to distinguish groupings of people according to common origin or background and associated with physical and ethnic characteristics.

Reasonable Accommodation

A modification or adjustment to a job, the work environment or the way things are usually done. These modifications enable an individual with a disability to have an equal opportunity to get a job and to address their work-related medical needs.

Sexual Orientation

To whom someone is, or is perceived of as being, emotionally, physically, or sexually attracted to based on sex or gender identity. A person may be attracted to men, women, both, neither, or to people who are genderqueer, androgynous, or have other gender identities.

Sexual Harassment

Unwelcome sexual advances, unwelcome requests for sexual favors, or other unwelcome verbal, written, or physical conduct or communication of a sexual nature. Sexually harassing conduct may include jokes, inappropriate language, sexual innuendos, inappropriate pictures, sexual gestures, and/or physical touch that is offensive and/or unwelcome.

Substantially Limited

Means a person is restricted in the conditions, manners, or duration of performing a major life activity in comparison to most people in the general population.

Timetable

Refers to the period of time within which affirmative action steps are to be taken and set hiring goals are to be achieved.

Under Representation

The condition in which fewer underrepresented group members are found in the workplace in a particular job category than would be expected from the availability of qualified underrepresented group members in the labor market.

Undue Hardship

An accommodation action that would require significant difficulty or expense to implement when factors such as the nature and costs of the accommodation are considered in relation to the size, nature, structure, and resources (both financial and personnel).

B. Race/Ethnicity Categories

The United States Equal Employment Opportunity Commission (EEOC) revised race and ethnicity categories for the purposes of reporting employment statistics. The EEOC definitions are:

1. **Hispanic or Latino:** A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
2. **White:** A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
3. **Black or African American:** A person having origins in any of the black racial groups of Africa.
4. **Native Hawaiian or Other Pacific Islander:** A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
5. **Asian:** A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
6. **American Indian or Alaska Native:** A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
7. **Two or More Races:** All persons who identify with more than one of the above five races (White, Black or African American, Native Hawaiian or Other Pacific Islander, Asian, American Indian or Alaska Native). For the purposes of this group, identifying as Hispanic or Latino and only one of the listed 5 race groups does NOT qualify.

VII. Appendix II

Please contact the DHS Merit System if any of the following are needed:

- Sample Discrimination Harassment Complaint Form
- Sample Reasonable Accommodation Form
- Sample Annual Report Form

VIII. Appendix III

- United States Equal Employment Opportunity Commission (EEOC)

Minneapolis Area Office
Towle Building
330 South Second Avenue, Suite 720
Minneapolis, MN 55401-2224
P: 612-552-7306
F: 612-564-4707
TTY: 800-669-6820
ASL Video Phone: 844-234-5122
<https://www.eeoc.gov>

- United States Department of Justice's Civil Rights Division

U.S. Department of Justice
Civil Rights Division
950 Pennsylvania Avenue, N.W.
Office of the Assistant Attorney General, Main
Washington, D.C. 20530
P: 202-514-3847
TTY: 202-514-0716
<https://www.justice.gov/crt>

- Minnesota Department of Human Rights

540 Fairview Avenue North, Suite 201
Saint Paul, MN 55104
P: 651-539-1100 or 800-657-3704
MN Relay: 711 or 800-627-3529
F: 651-296-9042
Email: Info.MDHR@state.mn.us
<https://mn.gov/mdhr/>

- DHS Merit System

Human Resources Merit System
PO Box 64997
St. Paul, MN 55164-0997
P: 651-431-3030
F: 651-431-7460
Email: dhs.merit.system@state.mn.us
<https://mn.gov/dhs/>

Americans with Disabilities Act (ADA) Advisory

This information is available in accessible formats for people with disabilities by calling 651-431-3040 (voice) or by using your preferred relay service. For other information on disability rights and protections, contact the agency's ADA coordinator.

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



REQUEST FOR BOARD ACTION

Requested Board Date:	December 19, 2023	Staff Lead:	Nina Arneson
Consent Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Attachments:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Action Requested:	Approve Southeast Regional Crisis Center (SERCC) Governance Agreement Extension		

BACKGROUND:

Through an unprecedented collaboration between 10 southeast Minnesota counties, Mayo Clinic, Olmsted Medical Center, the southeast Minnesota NAMI chapter, and health plan partners [the Southeast Regional Crisis Center \(SERCC\)](#) opened its doors on July 28, 2021 in Rochester, MN. This has offered the region and its residents a safe, calm environment, the 24/7 walk-in crisis center for mental health crises, and separate short-term residential areas for youth and adults who need longer stabilization. Programming is operated by Nexus Family Healing.

The center's opening is the culmination of years of hard work by lawmakers and local and regional partners to expand options for individuals experiencing a mental health crisis beyond local emergency rooms. In 2018, the Minnesota Legislature approved \$28 million in funding to build crisis centers across the state. The SERCC received \$5 million from the state and is the first such center to be completed.

This initial Governance Agreement has now been in place for three years and will expire on December 31, 2023. Much work has been underway to learn from our experiences together with SERCC, and partners agree that 6 more months are needed to finalize the updated Governance Agreement for the next 3 years.

With that, the section 15.01 of the Governance Agreement provides that any modifications shall be in writing and signed by the Sponsoring Agencies; and an amendment to the Government Agreement has been proposed with the following provisions effective January 1, 2024:

1. Extend the term of the current Governance Agreement by six (6) months, until June 30, 2024.
2. Replace the current Attachment A with the updated Attachment A for 2024-2026.
3. All parties having signed the Governance Agreement and pursuant to such approval and having signed this Amendment, the Sponsoring Agencies hereto agree to be bound by the provisions herein set forth.

RECOMMENDATION: The Goodhue County Health and Human Services Department recommends approving requested.

**GOVERNANCE AGREEMENT
AMENDMENT**

THIS AMENDMENT is made and entered into by and between Fillmore County, Goodhue County, Houston County, Minnesota Prairie County Alliance, Mower County, Olmsted County, Wabasha County and Winona County, (“CREST”), Mayo Clinic, National Alliance on Mental Illness (“NAMI”) Southeast Minnesota, Olmsted County, Olmsted Medical Center (“Sponsoring Agencies”).

WHEREAS, the Sponsoring Agencies have a signed Governance Agreement regarding the Southeast Regional Crisis Center;

WHEREAS, Section 15.01 of the Governance Agreement provides that any modifications shall be in writing and signed by the Sponsoring Agencies;

NOW THEREFORE, in consideration of the mutual undertakings and Agreement hereinafter set forth, the Sponsoring Agencies agree as follows effective January 1, 2024:

1. Extend the term of the current Governance Agreement by six (6) months, until June 30, 2024.
2. Replace the current Attachment A with the updated Attachment A for 2024-2026.
3. All parties having signed the Governance Agreement and pursuant to such approval and having signed this Amendment, the Sponsoring Agencies hereto agree to be bound by the provisions herein set forth.

IN WITNESS WHEREOF, the Sponsoring Agencies have executed this Amendment on the dates written below

COUNTY OF FILLMORE

By: _____

Dated: _____

Title: Chairperson of the County Board

COUNTY OF GOODHUE

By: _____

Dated: _____

Title: Goodhue County HHS Board Chair

By: _____

Dated: _____

Title: Goodhue County Health and Human Services Director

APPROVED AS TO FORM AND EXECUTION:

By: _____

Dated: _____

Title: Goodhue County Attorney

COUNTY OF HOUSTON

By: _____

Dated: _____

Title: Chairperson of the County Board

By: _____

Dated: _____

Title: Houston County Public Health and Human Services Director

APPROVED AS TO FORM AND EXECUTION:

DocuSigned by:

By: Samuel Jandt _____

Dated: 12/8/2023 | 3:10 PM CST

66A6019C9D1F4C5...

Title: Houston County Attorney

MAYO CLINIC

By: _____

Dated: _____

Name: Sherry L. Hubert

Title: Associate Chief Legal Officer

MINNESOTA PRAIRIE COUNTY ALLIANCE

By: _____

Dated: _____

Name: Tara Reich

Title: Interim Executive Director

By: _____

Dated: _____

Name: Doug Christopherson

Title: Joint Powers Board Chairperson

COUNTY OF MOWER

By: _____

Dated: _____

Title: Board Chair

ATTESTED TO:

By: _____

Dated: _____

Title: Health and Human Services Director

APPROVED AS TO FORM AND EXECUTION:

By: _____

Dated: _____

Title: County Attorney

NAMI SOUTHEAST MINNESOTA

By: _____

Dated: _____

Name: Mathew Bjorngaard

Title: Executive Director

COUNTY OF OLMSTED

By: _____

Dated: _____

Title: Chairperson of the County Board

ATTESTED TO:

By: DocuSigned by:
Lisa Morris-Helmstetter
00038147A35A4DF...

Dated: 12/8/2023 | 3:01 PM CST

Title: Clerk of the County Board

APPROVED AS TO FORM AND EXECUTION:

By: _____

Dated: _____

Title: Assistant County Attorney

OLMSTED MEDICAL CENTER

By: _____

Dated: _____

Name: Dr. James Hoffmann

Title: President

COUNTY OF WABASHA

By: _____

Dated: _____

Name: John Dahlstrom

Title: Social Services Director

APPROVED AS TO FORM AND EXECUTION:

By: _____

Dated: _____

Name: Matthew Stinson
Title: County Attorney

COUNTY OF WINONA

ATTEST:

By: _____

Dated: _____

Title: Chairperson of the County Board

By: _____

Dated: _____

Title: County Administrator

Approved as to form:

By: _____

Dated: _____

Title: Winona County Attorney

Approved as to execution:

By: _____

Dated: _____

Title: Winona County Attorney

Southeast Minnesota Regional Crisis Center
Governance Agreement
Attachment A

Sponsoring Agency	Year 1 (2024)	Year 2 (2025)	Year 3 (2026)
CREST Counties	\$107,000	\$107,000	\$107,000
Mayo Clinic	\$4,000,000		
NAMI	In-kind (\$48,000)	Asking for flexibility to decide on our 2025 contribution by 9/1/2024	Asking for flexibility to decide on our 2025 contribution by 9/1/2025
Olmsted County	In kind (\$757,434) <ul style="list-style-type: none"> • \$120,000 MH Professional • \$205,434 Psychiatry • \$432,000 Rent 	In kind (\$747,695) <ul style="list-style-type: none"> • \$107,099 MH Professional • \$211,596 Psychiatry • \$432,000 Rent 	In kind (\$769,102) <ul style="list-style-type: none"> • \$114,226 MH Professional • \$222,876 Psychiatry • \$432,000 Rent
Olmsted Medical Center	Foundation Funding – competitive and varies		



Tom Day
Human Resources Manager
Goodhue County

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

TO: Goodhue County Health and Human Services Board

FROM: Tom Day
Human Resource Manager

DATE: December 19, 2023

RE: Goodhue County Health and Human Services Director Annual Evaluation

The Goodhue County HHS Director's annual employee evaluation was completed by the 2023 HHS Board Chair. All completed performance evaluation documents were reviewed and according to the HHS Board Chair, the HHS Director received an exemplary evaluation.

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



REQUEST FOR BOARD ACTION

Requested Board Date:	December 19, 2023	Staff Lead:	Mike Zorn
Consent Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Attachments:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Action Requested:	Approve 2024 HHS Building Lease		

BACKGROUND:

The HHS Department along with County Finance have reviewed and updated the lease between the Goodhue County Board of Commissioners and the Health and Human Services Board for the following building/location:

- HHS Building, 426 West Avenue, Red Wing, MN

Our goal is to streamline the lease process with other county functions and maximize reimbursement back to the county. The lease increased from \$377,781 to \$389,114 or an increase of \$11,333

Attached please find the 2024 updated lease.

RECOMMENDATION: The HHS Department recommends approval of the lease.



2024 LEASE AGREEMENT

This Agreement is made by and between the **Goodhue County Board of Commissioners, Government Center, Red Wing, Minnesota**, hereinafter referred to as "Lessor", and the **Goodhue County Health & Human Services Board**, hereinafter referred to as "Lessee".

1. The Lessor grants and the Lessee accepts a Lease of the following described premises in the City of Red Wing, County of Goodhue, Minnesota 55066, to wit:

Approximately twenty-seven thousand five hundred (27,500) square feet of office space in all levels of the Citizen's Building located at 426 West Avenue.

2. The term of the Lease will be from January 1, 2024 through December 31, 2024. This lease hereby supersedes all prior leases.
3. As rent for said premises, the Lessee agrees to pay to the Lessor the annual amount of \$389,114 for Calendar Year 2024. Lease is to be paid in quarterly installments of \$97,278.50.
4. Lessor will be responsible for and pay all utilities (water, sewer, gas, electric, garbage, etc.) for the premises as well as janitorial and maintenance services.
5. This Lease may be terminated by the Lessor or by the Lessee for any reason at any time upon giving one-hundred twenty-(120)-day written notice to the other party.

6. Insurance/Liability

6.1 It shall be the duty of the Lessor to insure the building against damage from fire, tornado, civil disorder or any cause whatsoever. It is expressly understood that Lessee assumes by this Lease no liability for such damages, except as provided in this Lease.

6.2 Lessor and Lessee 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 any others and the results thereof. The Lessee's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736 and other applicable law.

6.3 Lessee agrees that Lessor assumes by this Lease no liability for the loss of Lessee's personal property resulting from fire, tornado, civil disorder, theft or any cause whatsoever, except as may be attributed to Lessor's negligence, acts or omissions by a court of law.

7. Maintenance and Repairs

7.1 It shall be the duty of the Lessor to maintain, at its own expense, in working condition, all appurtenances within the scope of this Lease including the maintenance of proper plumbing, wiring, heating and cooling devices and ductwork.

- 7.2 Lessor shall, at its' own expense, make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease provided, however, that Lessor shall not be responsible for repairs upon implements or articles which are the personal property of Lessee, nor shall the Lessor bear the expense of repairs to the Leased Premises necessitated by damage caused by Lessee beyond normal wear and tear.
8. Pursuant to Minnesota Statutes 1988, Section 16B.06, Subdivision 4, the books, records, documents and accounting procedures and practices of Lessor relevant to this Lease shall be subject to examination by the State and/or Legislative Auditor, during normal business hours and after reasonable notice to Lessor.
9. Lessor agrees that in exercising its management responsibilities of the leased premises, including particular and maintenance, repair, alterations and construction relating thereto, it shall comply with all applicable laws, rules, ordinances, and regulations as issued by any political subdivision having jurisdiction and authority in connection with said property.
10. Lessee agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air-conditioning or any other utility or service.
- 11 The Lessor agrees to provide and maintain the Leased Premises with accessibility and facilities meeting code requirements to handicapped persons.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LESSOR: County of Goodhue

Goodhue County Board Chair

Goodhue County Administrator

Date

Date

LESSEE: Goodhue County Health & Human Services

Health & Human Services Board Chair

Health & Human Services Director

Date

Date

**GOODHUE COUNTY
HEALTH & HUMAN SERVICES (H&HS)**



REQUEST FOR BOARD ACTION

Requested Board Date:	December 19, 2023	Staff Lead:	Ruth Greenslade
Consent Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Attachments:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Action Requested:	Approve Emergency Preparedness and Response “Response Sustainability Grant” (RSG) project agreement.		

BACKGROUND:

in 2023, the Minnesota legislature appropriated \$8.4 million for community health boards and tribes separate from federal PHEP¹ funds. These State Local and Tribal Public Health Emergency Preparedness and Response (EPR) Program funds are being distributed now with a different funding formula, separate grant duties, and separate reporting requirements. These new funds are known as the Response Sustainability Grant or RSG.

Preparing for and responding to emergencies is mandated under MN Statutes 145.A and is a foundational public health capability.

The Response Sustainability Grant funding allocations will be sent to GCHHS annually.

The attached grant project agreement includes the grant award allocation for work to be completed through the end of this state fiscal year. The RSG funds allocation for **December 1, 2023**, through **June 30, 2024** is **\$103,871.79**.

Goodhue County will be required to complete a detailed workplan and proposed budget for planned RSG activities for MDH approval. Grant activities for SFY2024 must align with these areas:

- **Workforce Capacity** – such as training on response roles and use of Incident Command System
- **Sustainability** – such as developing MOUs, MOAs, or Mutual Aid
- **Health Equity** – such as including health equity in recovery plans and engaging new partners
- **Communication** – such as risk communication planning or Public Information Officer training

More detailed examples for each of these approved areas of focus are given in the grant project agreement Exhibit A.

RECOMMENDATION: Staff recommend approval as requested.

¹ Public Health Emergency Preparedness (PHEP) is a grant through the Minnesota Department of Health (MDH) – Office of Emergency Preparedness to receive federal funding from the Centers for Disease Control & Prevention (CDC). GCHHS has received PHEP grant funds annually since 2002.

Minnesota Department of Health

Grant Project Agreement Cover Sheet

You have received a grant project agreement from the Minnesota Department of Health (MDH).

Additional information about the grant project agreement, including funding details, are included below. Contact your MDH Grant Manager if you have questions about this Cover Sheet.

ATTACHMENT: Grant Project Agreement

CONTACT FOR MDH: Sandra Hanson, (651) 201-3619, sandra.hanson@state.mn.us

Grantee SWIFT Information	Grant Project Agreement Information	Program & Funding Information
Name of MDH Grantee (as it appears in SWIFT): Goodhue County Health and Human Services Address of Grantee: 426 West Avenue Red Wing, MN 55066	Grant Project Agreement Number: 240059	MDH Program Name: Emergency Preparedness and Response
Grantee SWIFT Vendor Number: 0000197327 SWIFT Vendor Location Code: 001	Effective Date: 12/01/2023 OR the date all signatures are collected and the project agreement is fully executed, whichever is later. Expiration Date: 6/30/2027	Total State Grant Funds: \$103,871.79

Note:

The Response Sustainability Grant period is **December 1, 2023** through **June 30, 2027**.

This Grant Award Cover Sheet only includes the grant award allocation for work to be completed through June 30, 2024. Subsequent funding allocation letters will be sent to Grantee annually.

Minnesota Department of Health

Grant Project Agreement

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

Recitals

1. MDH is empowered to enter into a grant project agreement under Minn. Stat. §§ [144.05](#) and [144.0742](#), under which MDH is empowered to enter into a contractual agreement for the provision of statutorily prescribed public health services.
2. MDH and Grantee have entered into Master Grant Contract number **12-700-00074** (“Master Grant Contract”) effective January 1, 2020, or subsequent Master Grant Contracts and amendments and supplements thereto;
3. The vision of MDH is for health equity in Minnesota, where all communities are thriving, and all people have what they need to be healthy. Health equity is achieved when every person has the opportunity to attain their health potential. Grantee agrees, where applicable, to perform its work with advancing health equity as a goal.
4. Grantee represents that it is duly qualified and willing to perform all the activities according to the terms of this grant project agreement. Grantee agrees to minimize administrative costs as a condition of this grant project agreement pursuant to [Minn. Stat. § 16B.98](#), subd. 1.

Grant Project Agreement

1. Incorporation of Master Grant Contract

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

2. Term of Agreement

2.1 *Effective date*

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

2.2 **Expiration date**

June 30, 2027, or until all obligations have been fulfilled to the satisfaction of MDH, whichever occurs first.

3. **Activities**

3.1 **MDH's Activities**

MDH activities, in accordance with the Minnesota Department of Administration's Office of Grants Management's policies and federal regulations, may include but are not limited to financial reconciliations, site visits, programmatic monitoring of activities performed, and grant activity evaluation.

3.2 **Grantee's Activities**

Grantee shall conduct the activities specified in Exhibit A, which is attached and incorporated into this grant project agreement.

4. **Consideration and Payment**

4.1 **Consideration.** MDH will award funds to Grantee for activities performed in accordance with this grant agreement as follows:

- a. State will determine Response Sustainability Grant allocations annually. Grantee will be paid according to the allocated amount determined by MDH each project year.

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

4.3 **Total Obligation.**

The total obligation of MDH for all compensation and reimbursements to Grantee under this grant agreement will not exceed the amount specified in the annual award letter provided to Grantee by MDH.

4.4 **Terms of Payment**

4.4.1. **Invoices**

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

5. Conditions of Payment

All activities performed by Grantee pursuant to this grant agreement must be performed in accordance with the terms of this grant agreement, as determined in the sole discretion of MDH's Authorized Representative. Furthermore, all activities performed by Grantee must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. MDH will not pay Grantee for work that MDH determines is noncompliant with the terms and conditions of this grant agreement or performed in violation of federal, state, or local law, ordinance, rule, or regulation.

6. Ownership of Equipment and Supplies

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

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

7. Authorized Representatives

7.1 MDH's Authorized Representative

MDH's Authorized Representative for purposes of administering this grant project agreement is **Sandra Hanson, Public Health Emergency Preparedness Section Manager, MN Department of Health**, (651) 201-3619, sandra.hanson@state.mn.us, or their successor, and has the responsibility to monitor Grantee's performance and the final authority to accept the activities performed under this grant project agreement. If the activities performed are satisfactory, MDH's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 Grantee's Authorized Representative

Grantee's Authorized Representative is **Nina Arneson, CHS Administrator, 651-385-6115**, nina.arneson@co.goodhue.mn.us, or their successor. Grantee's Authorized Representative has full authority to represent Grantee in fulfillment of the terms, conditions, and requirements of this agreement. If Grantee selects a new Authorized Representative at any time during this grant project agreement, Grantee must immediately notify MDH's Authorized Representative.

8. Termination

8.1 Termination by the MDH or Grantee

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

8.2 Termination for Cause

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

8.3 Termination for Insufficient Funding

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

8.4 Termination by Commissioner of Administration

The Commissioner of Administration may unilaterally and immediately cancel this grant agreement if, in the Commissioner's sole discretion, further performance does not serve MDH's purposes or is not in the best interests of the State of Minnesota.

9. Publicity

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

10. Clerical Error

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

11. Voter Registration Services Requirement

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

12. Incentives

When included in the approved Work Plan and or Budget, the following language applies.

12.1 *Handling of Incentives.*

Grantee is required to have policies and procedures in place addressing the purchasing, security, distribution, and asset tracking of incentives. All grantee staff involved in the purchase, distribution, security, and reconciling of incentives must be trained on the grantee's policies and procedures prior to the grantee placing any order for incentives. Those policies and procedures must, at a minimum, include the following:

12.2 *Separation of duties*

- a) More than one Grantee staff person must be involved in the management and handling of the incentives.
- b) The Grantee staff who authorizes the purchase of incentives must not have sole physical access to the incentives.
- c) The Grantee staff who will have physical access to the incentives cannot have sole access to modify the incentives records.
- d) Handoff of incentive from one person to another must be documented.

12.3 *Distribution of Incentives* (incentives may only be used for approved purposes by MDH)

- a) Only one incentive can be given to an individual per occurrence/event.
- b) Undistributed incentives must always be kept in a secure location. Incentive instruments must never be stored in any personal homes, they must always be securely stored in the grantee's business space.
- c) Grantee will purchase and have on hand no more than three months' worth of incentives at any given time. The three months' worth must be based off the most currently approved workplan. All incentives must be distributed prior to grantee purchasing additional incentives.
- d) Grantee will be responsible for the costs of any incentives that remain undistributed at the end of the grant agreement.
- e) If MDH provided the grantee with the incentives, the return of undistributed incentives to MDH must occur in person with the State's Authorized Representative within 30 calendar days of the grant expiration date. If in-person return is not possible, the grantee must return undistributed incentives via courier or via US Mail that requires signatures and a tracking number within 30 calendar days of the grant expiration date.
- f) The tracking log must be returned separately from the physical cards. Electronic return is the preferred method for the tracking log.

12.4 *Incentive tracking documentation.*

The tracking documentation the Grantee must maintain must not contain any private data.

The tracking system must record the following:

- a) Number of incentives on hand, including starting balance and any additional incentives purchased.
- b) Description of the incentives
- c) Quantity of incentive(s) distributed to each participant.

- d) The last four digits of any pre-paid card number
- e) Value/amount
- f) A unique non-identifiable data point for each participant (e.g. case number, file number),
- g) Date participant received incentive(s), and
- h) Signature of Grantee staff member providing incentive(s) to participant(s)

12.5 Reconciliation.

At least two different Grantee staff must reconcile the incentives at least quarterly. The Grantee staff conducting the reconciliation must not also be the handlers of the incentives. The reconciliation must include the dates and signature of the two people who perform the reconciliation. Grantee must submit the reconciliation documentation to the State's Authorized Representative no less than two weeks after each reconciliation.

12.6 Subcontracting/Subgranting.

The Grantee must communicate and verify that their subcontracts/subgrants will only use incentives for MDH approved purposes. The Grantee will be responsible for monitoring, oversight, and reconciliation of any incentives that its subcontractors or subgrantees purchase and distribute and will include this same language in any of its subgrants or subcontracts that it enters as part of its work for MDH.

12.7 Lost or stolen incentives.

The Grantee bears all financial responsibility for any unaccounted for, lost, or stolen incentives.

12.8 Invoicing.

If the Grantee purchased the incentives themselves, the Grantee must only invoice MDH for the incentives after they've been distributed.

12.9 Failure to Comply.

For grantees who do not have effective written policies and procedures in place before purchasing incentives, MDH reserves the right to withhold payment and or request reimbursement in the amount equal to the unallowable costs. Withheld payments will be released when the grantee provides documentation to MDH that it has written effective policies and procedures in place. Grantees who do not comply with this requirement may be subject to increased monitoring and will be offered technical assistance. MDH also reserves the right to terminate a grant agreement for failure to comply with these requirements.

[Signatures on following page]



APPROVED:

1. State Encumbrance Verification

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

Christina Mish Digitally signed by Christina Mish
Date: 2023.12.06 13:20:59 -06'00'

Signature: _____

240059/3-108782/REQ 10151

SWIFT Contract & Initial PO: _____

2. Grantee

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

Signature: _____

Signature: _____

Title: HHS Director

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

3. Minnesota Department of Health

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

Signature: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:

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

Exhibit A – Grantee’s Activities/ Scope of Work:

1. The purpose of this funding is to support a robust response to emergencies through planning, training, exercises, and response at the local level. Grant activities will align with the approved areas of focus:
 - **Workforce Capacity.** This could include, but is not limited to, increasing staff capacity, expanding disciplines working in preparedness, workforce training on response roles and use of the Incident Command System, staff-focused Mental and Behavioral Health, and staff training related to community engagement/community organizing.
 - **Sustainability.** This could include, but is not limited to, developing MOUs, MOAs, or Mutual Aid; reviewing, updating, or developing policies and plans, developing policies for regularly updating contact lists, expanding use of technology platforms to support public health emergency preparedness, response, and recovery, relationship development with community partners, community engagement, and engaging new Mental and Behavioral Health Partners.
 - **Health Equity.** This could include, but is not limited to, assessment of preparedness health equity planning, developing a Health Equity Action Plan, health equity related trainings for staff, and including health equity in preparedness, response, and recovery plans and engaging new partners.
 - **Communication.** This could include, but is not limited to, plans addressing risk communication and social media, communication pathways and other communication strategies; training and conducting exercises for managing misinformation and the Public Information Officer role and responsibilities, and community engagement.
2. Grantee shall complete, and update as necessary, a detailed workplan including planned activities for MDH approval. Any changes made to the original proposal must be reviewed and approved by MDH.
3. Grantee shall complete a proposed budget by the date provided by MDH. Any revisions to the original budget must be reviewed and approved by MDH.
4. Grantee shall provide requested financial and programmatic reporting information by the dates provided by MDH.]

Certificate Of Completion

Envelope Id: 8E2D715C975741C88F00FE35F4256630	Status: Sent
Subject: Complete with DocuSign: 240059 Goodhue County CHB.pdf, 240059 SIGNED_EW.pdf	
Source Envelope:	
Document Pages: 11	Signatures: 0
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Sara Harmon
Time Zone: (UTC-06:00) Central Time (US & Canada)	625 Robert St. N
	PO Box 64975
	St. Paul, MN 55164
	sara.harmon.c19@state.mn.us
	IP Address: 156.98.136.30

Record Tracking

Status: Original	Holder: Sara Harmon	Location: DocuSign
12/8/2023 8:50:48 AM	sara.harmon.c19@state.mn.us	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Department of Health	Location: DocuSign

Signer Events

Signature	Timestamp
Nina Arneson	Sent: 12/8/2023 8:58:02 AM
nina.arneson@co.goodhue.mn.us	Viewed: 12/11/2023 2:45:30 PM

HHS Director
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Delegated Signer
 health.Delegated_Signature@state.mn.us
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Seth Rasmussen
 Seth.Rasmussen@state.mn.us
 Sarah Jane Martin
 sarah.martin@state.mn.us
 Christina Mish
 Christina.Mish@state.mn.us
 Signing Group: MDH Encumbrance Officers
 Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
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Sandra Hanson

sandra.hanson@state.mn.us

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
----------------------	------------------	------------------

Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

12/8/2023 8:58:02 AM

Payment Events	Status	Timestamps
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**GOODHUE COUNTY
HEALTH & HUMAN SERVICES (H&HS)**



REQUEST FOR BOARD ACTION

Requested Board Date:	December 19, 2023	Staff Lead:	Mary Nelson
Consent Agenda:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Attachments:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Action Requested:	Approval of Child and Teen Checkup Contract and Budget for 2024		

BACKGROUND:

The Child and Teen Checkup Program is a comprehensive and periodic screening program to help assure children are visiting their physician for appropriate well child exams and treatment. This is a federal program that is administered by the Minnesota Department of Human Services, whom we get our funding from. Children newborn through the age of 21 who are enrolled in medical assistance are eligible for this program.

In June 2021, legislation passed a proposal for Integrated Health Partnerships (IHPs) to complete outreach activities for the Child and Teen Checkup Program. IHPs have the option to opt out of completing this work. This year the local IHPs will be taking over 994 children. Our budget for 2024 is less due to fewer children being served by Local Public Health.

Goodhue County Health and Human Services will continue with outreach duties. Local Public Health is required by this program to do outreach to these families to inform and assist them with getting the medical and dental services they need. Phone calls and letters are mailed out to families as well as some face-to-face visits to encourage regular and routine well child visits.

Staff also connects with medical clinics to assist them with resources so they can do a complete checkup and answer potential billing questions so the clinics can get appropriate reimbursement for these services.

The budgeted amount for these services for the year from the Department of Human Services is \$70,857.00

RECOMMENDATION:

HHS recommends approval of the Child and Teen Checkup contract and budget to continue these services in our county.



Minnesota Department of Human Services County Grant Contract

RECITALS

This Grant Contract, and all amendments and supplements to the contract (“CONTRACT”), is between the State of Minnesota, acting through its Department of Human Services, Purchasing and Service Delivery Division (“STATE”) and **Goodhue County Health and Human Services**, an independent grantee, not an employee of the State of Minnesota, located at **426 West Avenue, Red Wing, MN 55066** (“COUNTY”).

STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) has authority to enter into contracts for the following services: Early and Periodic Screening, Diagnosis and Treatment (EPSDT), also known as Child and Teen Checkups (C&TC) Administrative Services to Medical Assistance (MA) eligible children birth through 20 years of age.

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

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

THEREFORE, the parties agree as follows:

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective date: This CONTRACT is effective on **January 1, 2024**, or the date that STATE obtains all required signatures under Minnesota Statutes, section 16B.98, subdivision 5, whichever is later.

1.2. Expiration date. This CONTRACT is valid through **December 31, 2026**, or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

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

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

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

2. COUNTY'S DUTIES.

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

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

Information technology deliverables and services offered must comply with the [MN.IT Services Accessibility Standards](#)¹ and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 3.2(a) of CONTRACT.

3. CONSIDERATION AND TERMS OF PAYMENT.

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

a. Compensation. Compensation will be calculated as follows:

1. All compensation shall be determined per Calendar Year (CY).
2. The amount of funding available for each CY is based on an annual estimated number of MA-eligible children, birth through age 20, to be served by COUNTY, multiplied by \$26.50 per child, which will be provided to the COUNTY by the STATE.
3. Compensation and reimbursement will be consistent with the Annual Budget Worksheet, as revised and approved by the STATE, and based on actual expenditures. The Annual Budget Worksheet for CY 2024 is attached and incorporated into this agreement as **Attachment B**.

b. Travel and subsistence expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be as indicated in the C&TC Administrative Services Annual Budget Worksheet for each Calendar Year and shall be reimbursed in no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget. The Commissioner's Plan can be found

¹ <https://mn.gov/mnit/about-mnit/accessibility/>

here: <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>. COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

- c. **Total obligation.** The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **Seventy Thousand Eight Hundred Sixty One Dollars and No Cents (\$70,861.00)**.
- d. **Withholding.** For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.
- e. **Budget Revisions.** COUNTY can move up to 10% of the total compensation for the calendar year, or ten thousand dollars (\$10,000), whichever is less, from one budget line to another budget line for activities that are included in the approved annual work plan without STATE approval. Notwithstanding Clause 16.1 of this CONTRACT, budget revisions in excess of these thresholds will be done via an amended budget worksheet and written approval from the STATE. Amendments are required to add a budget line item or to increase or decrease the total grant award, pursuant to Clause 16.1 of this CONTRACT.

3.2. Terms of payment

- a. STATE, using the Medicaid Management Information System (MMIS), will promptly pay COUNTY after the submission of a claim for services performed. Claims will be submitted in a timely manner and at least quarterly.
- b. **Federal funds.** Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to COUNTY. In the event of such termination, COUNTY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
 - 1. **Pass-through requirements.** COUNTY acknowledges that, if it is a subrecipient of federal funds under this CONTRACT, COUNTY may be subject to certain compliance obligations. COUNTY can view a table of these obligations in the [Health and Human Services Grants Policy Statement](#),² Exhibit 3 on page II-3. To the degree federal funds are used in this contract, STATE and COUNTY agree to comply with all pass-through requirements, including each Party's auditing requirements as stated in 2 C.F.R. § 200.331 (Requirements for pass-through entities) and [2 C.F.R. §§ 200.501-521 \(Subpart F – Audit Requirements\)](#).³
 - 2. *COUNTY's Name:* **County of Goodhue** (Must match the name associated with the DUNS number.)

² <https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

³ <https://www.govinfo.gov/content/pkg/CFR-2018-title2-vol1/pdf/CFR-2018-title2-vol1-sec200-501.pdf>

3. *COUNTY's Data Universal Numbering System (DUNS) number:* **051690642** The DUNS number is the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities and must match COUNTY's name.
4. *Federal Award Identification Number (FAIN):* 2005MN5ADM
5. *Federal Award Date:* Awarded quarterly, October 1, January 1, April 1, and July 1 of each federal fiscal year.
6. *Period of Performance:* Start date: **See section 1.1 above.** End date: **See section 1.2 above.**
7. *Amount of federal funds:*
 - A. Total Amount Awarded to DHS for this project: Varies quarterly. For quarter beginning 7/1/23, total grant award was \$10,971,742.00
 - B. Total Amount Awarded by DHS for this project to COUNTY named above: **See section 3.1.c. above.**
8. *Federal Award Project description:* Provides financial assistance to States for payments of medical assistance on behalf of categorically-eligible and medically-needy persons.
9. *Name:*
 - A. Federal Awarding Agency: Centers for Medicare and Medicaid Services, Department of Health and Human Services
 - B. MN Dept. of Human Services (DHS)
 - C. Contact information of DHS's awarding official: State Medicaid Director, Minnesota Department of Human Services, PO Box 64963, St. Paul, MN 55164-0963
10. *CFDA Number & Name:* Payments are to be made from federal funds obtained by STATE through Catalog of Federal Domestic Assistance (CFDA) No. **93.778**
11. Is this federal award related to research and development?: Yes No
12. Indirect Cost Rate for this federal award is: 10% (including if the *de minimis* rate is charged.)
13. Closeout terms and conditions for this federal award: See, generally, 42 CFR Subchapter C, and 45 CFR § 75.381.

4. CONDITIONS OF PAYMENT.

4.1. Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE, as determined at the sole discretion of its authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

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

5. PAYMENT RECOUPMENT.

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

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

6. CANCELLATION.

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

6.2. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE'S receiving that notice.

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

breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

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

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Amy Zeitz** or her successor. Phone and email: **Amy.Zeitz@state.mn.us, 651-431-2916**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 3.2.

7.2. County. COUNTY's Authorized Representative is **Nina Arneson** or successor. Phone and email: **651-385-3200 and nina.arneson@co.goodhue.mn.us**. If COUNTY's Authorized Representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Nina Arneson** or successor. Phone and email: **651-385-3200 and nina.arneson@co.goodhue.mn.us**.

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The COUNTY certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

9. LIABILITY.

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

10. INFORMATION PRIVACY AND SECURITY.

For purposes of executing its responsibilities and to the extent set forth in this Contract, CHB will be processing health care bills or payments on behalf of STATE, and/or conducting other health care operations on behalf of STATE. In carrying out its duties, CHB will be handling protected health information and other private information concerning individual STATE clients. As such, CHB 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 U.S.C. §§ 17921(5) and 17931; and federal drug and alcohol treatment regulations.

Information privacy and security will be governed by the “Information Privacy and Security Agreement” and by the “Business Associate Agreement” (collectively the “Agreements”) that the parties have previously entered into, except that the parties further agree to comply with any agreed-upon amendments to either or both of these Agreements, and with any agreed-upon superseding Agreement(s).

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with others in the performance of the CONTRACT. Works includes “Documents.” Documents are the originals of any data bases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. COUNTY owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents developed by the COUNTY in performance of this CONTRACT. STATE and the US Department of Health and Human Services will have royalty free, non-exclusive, perpetual and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the Works or Documents for government purposes.

- a. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY’s expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney’s fees. If such a claim or action arises, or in COUNTY’s or STATE’s opinion is likely to arise, COUNTY must, at STATE’s discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.
- b. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-

free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

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

13. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

13.1. State audit.

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

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

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

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

COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

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

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

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant

may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

14. JURISDICTION AND VENUE.

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

15. CLERICAL ERRORS AND NON-WAIVER.

15.1. Clerical error. Notwithstanding Clause 21.1, STATE reserves the right to unilaterally fix clerical errors contained in CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

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

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

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

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

16.3. Entire Agreement. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute, and will incorporate the substitute provision in this CONTRACT according to clause 21.1.

16.4. Entire Agreement. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

16.5 Drafting party. The parties agree that both parties have had an opportunity to negotiate and draft CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

17. PROCURING GOODS AND CONTRACTED SERVICES.

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

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

17.3 Debarred vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's Suspended/Debarred Vendor Report: <http://www.mmd.admin.state.mn.us/debarredreport.asp>. A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

18. SUBCONTRACTS.

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

19. LEGAL COMPLIANCE.

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

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

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

19.3 Grants management policies. COUNTY must comply with required grants management policies and procedures set forth through Minn. Stat. § 16B.97, subd. 4(a)(1), which can be found at <https://mn.gov/admin/government/grants/policies-statutes-forms/>. Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by OGM Policy 08-10.

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

20. OTHER PROVISIONS

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

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

- a. Ensure fulfillment of Priority 1 or Priority 2 obligations under this CONTRACT;
- b. Outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;
- c. Identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to STATE as the health emergency unfolds;

- d.** Outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;
- e.** Provide alternative operating plans for Priority 1 or Priority 2 functions;
- f.** Include a procedure for returning to normal operations; and
- g.** Be available for inspection upon request.

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Signature Page Follows

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

APPROVED:

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

By: N/A – Paid through MMIS

Date: _____

Contract No: _____

2. COUNTY

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

By: _____

Title: Chairman

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

By (with delegated authority): _____

Title: _____

Date: _____

Attachment A. County Duties

- A.** COUNTY will provide equitable C&TC administrative services to children birth through age 20 who are enrolled in Medical Assistance (MA), who reside within the COUNTY, and who are not assigned to a participating Tribe.
- B.** COUNTY will comply with program regulations, policies, procedures, directives and revisions thereto as identified in STATE's C&TC program communications (such as the C&TC Coordinator Handbook, provider updates, and program manuals), which are incorporated herein by reference.
- C.** COUNTY will provide adequate and appropriate training for staff assigned to activities and duties described in this CONTRACT.
- D.** COUNTY will require C&TC Coordinator(s) to attend any available and appropriate C&TC training offered by STATE including training offered through the Minnesota Department of Health (MDH).
- E.** COUNTY will promote MDH C&TC trainings to health care providers in COUNTY's geographic area and will attend MDH health care provider training as appropriate to encourage ongoing consultative and technical assistance relationships with local health care providers.
- F.** COUNTY will provide CATCH Database training for new and current C&TC staff and will require new and current C&TC Coordinator(s) to attend any available CATCH training offered by STATE.
- G.** COUNTY will maintain a fully secure and functional CATCH system for use in the completion of contracted duties and responsibilities by following STATE's instructions and requirements, including CATCH system requirements; the CATCH User Manual; CATCH email updates; and CATCH monthly download emails, which are incorporated herein by reference.
- H.** COUNTY will determine the willingness of eligible families and children to participate in the C&TC Program and will document this activity in the CATCH system.
- I.** COUNTY will demonstrate attempts to provide outreach to all eligible families and children through written, oral and/or face-to-face communications and will maintain dated documentation of outreach and follow-up in the CATCH system.
- J.** COUNTY will document all activities which are designed to increase C&TC screening services participation ratios as identified in the Work Plan document.
- K.** COUNTY will complete and submit the C&TC Administrative Services Annual Budget Worksheet for approval each year.
- L.** COUNTY will complete and submit the C&TC Work Plan for approval each year.

- M.** COUNTY will comply with all C&TC program administrative and reporting requirements and revisions thereto as identified and approved by STATE.
- N.** COUNTY will submit all required annual reports as prescribed by STATE each year for the previous calendar year. STATE will send COUNTY electronic copies of the required annual report forms at least 60 days before they are due.
- O.** COUNTY will obtain prior STATE approval for new C&TC outreach activities, not already approved on the C&TC SharePoint site, such as media projects, evaluations and survey activities (not identified in the approved work plan) before implementation. STATE will offer support for new initiatives and current projects consistent with C&TC Program goals as well as offer technical and research assistance. Notwithstanding Clause 9 (amendments to grant) of this Contract, the additions to the work plan can be done as an amended work plan worksheet.
- P.** COUNTY will comply with STATE's requirements for pilot projects and new initiatives, incorporate an appropriate evaluation component to monitor the effectiveness of the project outcome, and include a final report to STATE at the conclusion of the project period.
- Q.** COUNTY will seek and obtain written STATE approval to amend or remove activities from the approved work plan. Notwithstanding Clause 9 (amendments to grant) of this Contract, removal of activities from the work plan can be done as an amended work plan worksheet.
- R.** COUNTY will demonstrate efforts to use all available resources to increase C&TC participation.
- S.** COUNTY will maintain contract and work plan activity records for 6 years after the contract has expired.
- T.** Comply with the terms and conditions set forth in CHB's Minnesota Department of Human Services Provider Agreement, and amendments and supplements thereto, which are on file with STATE's Health Care Administration, Member and Provider Services Division, 540 Cedar Street, St. Paul, MN 55155 and incorporated herein by reference.

2024 Budget Worksheet - Attachment B

Goodhue County Health and Human Services
2,674

Community Health Board/Tribal Nation

Estimated number of C&TC eligible children

Staffing Costs

Position	Annual C&TC Hours	Full-Time Equivalent (FTE)	Salary/Wages	Fringe Benefits	Total Salary/Wages & Fringe Benefits
Supervisor	10	0.00	\$490.70	\$28.05	\$518.75
Outreach staff	215	0.10	\$7,032.00	\$2,658.00	\$9,690.00
Clerk or support staff	1,297	0.62	\$40,311.70	\$12,476.91	\$52,788.61
Total	1,522	0.73	\$47,834.40	\$15,162.96	\$62,997.36

Equipment Costs

Computer costs	\$0.00
Other equipment costs	\$0.00
Total equipment costs	\$0.00

Other Direct Costs

Office supplies	\$0.00
Printing	\$1,500.00
Postage	\$1,500.00
Telephone	\$0.00
Office space	\$0.00
Interpreter/translation services	\$90.00
Trainings, conferences, workshops, and other meeting expenses related to C&TC	\$0.00
C&TC outreach supplies	\$0.00
C&TC outreach advertisement	\$2,254.00
Other	\$0.00
Total other direct costs	\$5,344.00

Subcontractor/Consultant Costs

Total subcontractor/consultant costs	\$0.00
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Indirect Cost

Total indirect cost	\$2,519.89
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Travel Costs

Mileage	\$0.00
Lodging, meals, per diem, etc. for trainings, conferences, workshops, and meetings related to C&TC	\$0.00
Total travel costs	\$0.00

Total budgeted amount (rounded down to the nearest dollar)	\$70,861.00
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2024 Budget Worksheet - Attachment B

Total C&TC costs per eligible child (not to exceed \$26.50)	\$26.50
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2024 Budget Worksheet - Attachment B

IN WITNESS WHEREOF, CHB/TRIBAL NATION and STATE have mutually agreed with this Budget Worksheet.

FOR CHB/TRIBAL NATION: _____

Title: _____

Date: _____

FOR STATE: _____

Title: _____

Date: _____

Goodhue

Work Plan - Objective 1

Equitably inform families and/or children from birth through age 20 enrolled in Medical Assistance (MA) about the C&TC Program.

Federal/State Requirements: Information about the C&TC Program must be provided to enrolled children birth through age 20 and/or their families within 60 days of the eligibility determination. Families/children must be effectively informed using a combination of written, oral, and face-to-face methods. Choose methods of communication that are most effective within your communities. Include information such as the benefits of preventive health care, the services available under the C&TC Program, where and how to obtain those services, that the services are without cost to the eligible child, and that transportation, interpreter, and scheduling assistance is available, etc.

Establish and implement a process to effectively inform children living with foster care families.

Determine family response to C&TC Program participation. Documentation must be kept which indicates that recipients have accepted, declined, or are undecided about C&TC services AFTER receiving the information. Families/children which are undecided about participating in the C&TC screening program should be provided with additional information.

Required Activities

Purpose: Describe local efforts to meet federal and state requirements and monitor compliance.

1. Maintain a current electronic list of eligible and newly eligible families and children. (CHB/Tribal Nation must know who the eligible population is to do outreach and follow-up.) *Use the CATCH System according to DHS instructions to assist with maintaining this list.*

Information available and updated monthly via the Catch software system database. Current list of eligible families/children is maintained through regular/timely Catch III monthly downloads.

2. Effectively inform families/children about the benefits of participation in the C&TC Program within 60 days of eligibility determination. Use a combination of written, oral and face-to-face methods. Use clear, non-technical language, at or below a 7th-grade reading level in all written communication. Provide communication through an interpreter or translated written material when appropriate.

All families are contacted within 60 days of when they become eligible for MA. This is maintained via monthly Catch III downloads. They are contacted by mail, and also either a follow-up phone call, a home visit by one of our nurses, or through WIC contact. Information is entered and updated regularly using Catch III software system database. Families are encouraged to ask specifically for a C&TC when making an appointment . We provide DHS-6555 "Getting the most out of your child's checkups with all mailings.

3. Families/children involved in foster care should be informed through responsible CHB/Tribal Nation child case or social workers, foster care parents, or legally responsible guardians. At least annually, inform homes/institutions providing foster care and social service workers of C&TC program services available to children in foster care and develop a process to assure children in foster care receive C&TC information.

C&TC letters for children in foster care are provided to us via Foster Care Transmittals to ensure accurate address and from that letters are mailed. Letters are sent at least annually or more often based on the child's age and according to the periodicity schedule. Outreach will also be done annually with social workers regarding the program, including information regarding periodicity schedule, MCO/PMAP incentive vouchers and other pertinent updates, so they may share this information with foster families . C&TC brochures/incentives are provided to County Social Workers so they can provide to foster care families/foster care children.

4. Provide effective means to inform eligible families/children who need additional assistance because of disabilities or home language needs (i.e. visual or hearing impairment, English language learners, etc.).

Families are provided both written information as well as a phone call, home visit, or through as WIC contact. This provides the ability to reach both blind and deaf clientele, as well as those who cannot read. C&TC brochures are available to clients in other languages and interpreters are used for contacting clients who would like assistance with scheduling appointments, and are not proficient in the English language.

5. After effectively informing families/children about C&TC, determine if their response is “yes”, “no” or “undecided” about accepting C&TC outreach benefits. Document their response using the CATCH system. New families will appear in the CATCH as “U” or “undecided”. If reached, and a family remains “undecided” after receiving outreach, document/choose “undecided” in the detail list for that outreach contact. **If not reached, leave families as “undecided” or “U” in CATCH. Do not change the case status for the undecided unless a direct response has been received from the family. Never assume a “yes” or “no” response.** Families/children declining C&TC outreach services should not be contacted about the program again for one year. After one year from the time the “no” response was entered into CATCH, reminder letters will resume as each child is due for a screening. (A re-notification letter will also be generated if no screenings or case activity occurred during the year.)

Documentation of family response to information regarding C&TC is done in the Catch III system. Families with a "no" response to C&TC will not be contacted for a full year until their renotification letter is generated by the Catch III system when the screenings are due. After one year families are called/contacted (considering using text contacts in 2023) to find out "Y", "N", or "U" regarding accepting C&TC. Reminder letters resume as well as renotification letter if appropriate.

6. Maintain dated documentation of families/children who are informed by written, oral, and/or face-to-face methods about C&TC Program.

Information regarding contact is entered and updated regularly using Catch III software system database.

7. Remind eligible families/children in writing, orally and/or face-to-face when their next C&TC screening is due, according to the current periodicity schedule. Maintain dated documentation of all reminder activities.

Periodicity reminder letters are generated and sent each week using the Catch III software system database. The "Getting the most out of your child's checkups" age appropriate brochure is included in each reminder letter. Outreach is also done through WIC contacts and home visits to remind families when screenings are due. All contact is documented and updated using the Catch III system.

8. Conduct periodic in-service training about the C&TC program as appropriate with local agency staff, social services/income maintenance staff, Women, Infants and Children (WIC), Public Health Nursing, etc. Promote, encourage, and inform staff about ways to assist in the informing of eligible families/children (including pregnant people) about the C&TC program and its benefits.

Meetings are held periodically with all agency divisions, including income maintenance staff, social services staff (mental health and child protection), child support staff, front desk staff, and waiver case management staff. These meetings enhance program outreach and consistency in information. Meetings are also held on an as needed basis with staff supervisor to communicate goals and explore additional outreach methods. C&TC coordinator attends weekly family health staff meetings (including WIC staff) to keep staff up to date on new program information.

9. Other activities provided to meet this objective.

Work Plan - Objective 2

Provide equitable assistance for families and children to access C&TC services.

Federal/State Requirements: Within 10 days of a request, families/children must receive assistance with scheduling screening and referral appointments and arranging transportation and interpreter services. Documentation must be kept that indicates recipients received assistance. Information about current C&TC providers, dental providers, transportation services, interpreter services, etc. must be available in writing. Offers of assistance with obtaining C&TC services or referral follow-up services should be included in all appropriate contacts with eligible families/children.

Required Activities

Purpose: Describe local efforts to meet federal and state requirements and monitor compliance.

1. Assist families/children who request assistance with obtaining screening and/or referral services within 10 days of the request. Offer assistance, as needed, with making an appointment, transportation, or interpreter arrangements. To obtain screening referral information, run appropriate CATCH system report at least monthly. Keep dated documentation.

Families requesting assistance with screenings are contacted within 10 days of Goodhue County Health and Human Services receiving request. Results of all requests are documented in Catch III. Families are contacted via phone or follow up letter in the allotted time period. Contact information is provided in letters to families as well as during face to face visits and phone calls if families need more information or assistance with scheduling an appointment.

2. Maintain and provide upon request a current, written list of C&TC screening service providers, (identify both fee-for-service and Prepaid Medical Assistance Program (PMAP) Health Plan providers) dental service providers and vision and hearing screening providers. Include addresses (physical and website, if applicable), telephone numbers, service hours, or other helpful contact information, as appropriate. Lists should be updated at least twice a year. Use of provider information from online resources is acceptable. For example, HelpMeConnect!

Current list of providers is maintained by Goodhue County Health and Human Services C&TC staff. This list is given or sent to eligible participants at any time upon request and also as a part of the introductory mailing. MA medical and dental providers are updated semiannually on this list. This list is sent with every introduction letter, and every letter 3 years of age and up, and as requested. Vision and Hearing screens are conducted by Primary Care Providers.

3. Maintain and provide upon request a current, written list of transportation providers. Include addresses, telephone numbers and service hours. Update list as needed or at least annually. Also, work with Health Plans to assist families in accessing transportation through their health plan.

Current list is on file at Goodhue County Health and Human Services. Transportation information is provided upon request including addresses, phone numbers and service hours. Assistance in making transportation arrangements to appointments as needed is available as needed. This list is updated when changes occur and annually. Families are informed they can also get assistance setting up transportation through South Country Health Alliance and Blue Plus our local PMAP plans.

4. Maintain written list with information about alternate, available methods of communication such as language interpreter services, Braille, and translated materials. Update as needed or at least annually.

TDD services are available per Goodhue County Health and Human Services policies. Cyracomm interpreter services are available for interpretation and translation on languages, including sign language, as well as several interpreters in local area. Assistance is available as needed in making interpreter arrangements. Interpreter information available upon request. Our policy for the visually impaired states we will read all material that is presented. Our contacts would be by phone and direct contact. Braille materials will be looked at if needed. This list is updated annually.

5. Other activities provided to meet this objective.

Work Plan - Objective 3

Identify families and children who decline C&TC services and/or who do not participate in C&TC screening services.

Federal/State Requirements: Families/children may decline C&TC outreach services at any time. If a family chooses not to participate in outreach measures, they should not be contacted further about the program for one year. Agencies are expected to resume outreach to these families again after a year.

Families/children who are eligible for screening services, regardless of their initial response to the C&TC Program, must receive re-notification about the program on an annual basis if there is no indication of any eligible child in the family receiving C&TC screening services.

Required Activities

Purpose: Describe local efforts to meet federal and state requirements and monitor compliance.

1. Maintain dated documentation of families/children who say “no” to participation in the C&TC Program. Families/children have a right to say they do not want to be contacted about C&TC and these families should not be contacted for one year.

Information is maintained and documented in the Catch III software system database. Families will not be contacted within 1 year if they say no to participation in the program. Letters will be regenerated in 1 year by the Catch III program when child is then next eligible for screening.

2. After one year from the date the family said “no,” eligible children/families should again receive information about C&TC services and reminders about C&TC screenings due according to the current periodicity schedule. (Reminder letters will begin to be generated as children are due for a screening).

Re-notification letter will be generated by the Catch III system a full year after the no response was received, when the child is next eligible for screening based on the periodicity schedule. Re-notification letters are followed up with a phone call to families, a home visit by a nurse or through WIC Contact. All contacts are documented within the Catch III system.

3. Families who have not participated in C&TC screenings for one year must be effectively re-notified of their eligibility to receive C&TC services. CATCH will generate re-notification letters to enrolled families who have not received any C&TC screenings or outreach contacts, letters, etc. (no case activity) for one year. These letters remind families that they are still eligible to receive C&TC benefits.

Re-notification letters will be generated by the Catch III system if families have not participated in a C&TC screening for a year. These letters are generated and mailed on a weekly basis. Re-notification letters are followed up with a phone call to families, a home visit by a nurse or through WIC contact. All contacts are documented within the Catch III system.

4. Other activities provided to meet this objective.

Work Plan - Objective 4

Coordinate C&TC services with related programs.

Federal/State Requirements: C&TC must be coordinated with Women, Infants and Children (WIC) Programs. Referral of C&TC enrollees to WIC for determination of possible eligibility is required. C&TC must also be coordinated as appropriate with other child, teen and young adult programs including Head Start, Maternal and Child Health (MCH) programs, public schools and immunization programs/registries. In Minnesota, this also includes Children's Mental Health and Community Health Services.

Guidelines: (1) Coordination efforts should contain costs, improve service delivery overlap, cut duplication, comply with HIPAA and close gaps in services; (2) Pursue community collaborative efforts (health fairs, screening services, health forums and public awareness); (3) written interagency agreements should delineate roles and responsibilities, provide monitoring and evaluation of activities and disperse funds.

Required Activities

Purpose: Describe local efforts to meet federal and state requirements and monitor compliance.

1. Women, Infants and Children (WIC) Program

A list is generated for C&TC staff of all eligible families/children. WIC staff make contact with WIC recipients on MA and provide C&TC information. Phone numbers are also given if assistance is needed to schedule an appointment. All WIC eligible families are sent a brochure describing WIC, including how to enroll in WIC and the phone number for the local WIC office. When phone calls are placed to families to discuss C&TC, information is also given verbally regarding WIC and how to enroll when appropriate.

2. Head Start

C&TC screenings are offered to Head Start children via physician offices. Goodhue County Health and Human Services currently has a contract with Head Start for consultation services regarding health record review, information sharing and outreach regarding C&TC.

3. Immunization Registries, etc.

C&TC brochures are available at immunization clinics and given to families by a nurse at the time of immunization as needed.

4. Places of education (e.g. Early Childhood Screening, junior or senior high schools, higher education facilities, etc.)

Colvill Family Center provides co-location activities of Head Start, ECFE, ECSE, and preschool programs. Yearly outreach is provided to staff. Provide inserts/flyers to schools to distribute during their summer program and in summer meal program. Also in Red Wing have C&TC information in online school newsletter.

5. MCH Programs (e.g. home visiting, if appropriate)

Family health nurses include C&TC outreach at their regularly scheduled home visits. C&TC outreach coordinator attends Family Health Staff Meetings and provides program updates . Provide C&TC brochures/incentives to family home visiting clients.

6. Other (Children's Mental Health, Housing Programs, Information and Referral Services, Health Related Services, childcare centers/homes, Support Services (e.g. transportation, health education, counseling), collaborative activities, health fairs, etc.)

C&TC Coordinator is available as a resource for community as needed. C&TC staff participates collaboratively with other GCHHS staff in the annual Goodhue County Fair with brochures and incentives available. Other community outreach includes local school wellness expos and community events as they arise and collaborate with DP&C staff to provide a display in GCHHS lobby for National Immunization week. Additional outreach is also conducted via bus ads on local transit buses. Goodhue County also participates in the Southeast Social Media Campaign which includes social media ads, and targeted streaming TV ads.

Work Plan - Objective 5

Recruit and train local providers about the C&TC Program. Providing information and technical assistance to providers of participating Integrated Health Partnership (IHP) clinics is not a requirement; however, collaboration between county and tribal C&TC staff and providers within an IHP is encouraged.

Federal/State Requirements: States are required to take advantage of all resources to deliver C&TC services in order to assure a broad provider base to meet the needs of the eligible MA enrollee population.

Agencies are required to complete outreach to local C&TC providers by encouragement of program compliance, assistance with assessment of C&TC training needs, assist in the coordination of outreach and training with Minnesota Department of Health (MDH), Minnesota Department of Human Services (DHS), health plan representatives and other agency coordinators as appropriate, and act as a referral source to offer technical assistance as needed.

Guidelines: C&TC Administrative Service agencies are required to identify and provide information and technical assistance to C&TC providers outside of the IHP network. However, as time allows, keeping connections with all local providers is acceptable. C&TC Administrative Service agencies may provide training on C&TC Program requirements and should promote C&TC trainings offered through the DHS interagency agreement with MDH. This includes communicating the trainings being offered and contacting MDH to request trainings for local C&TC providers. MDH staff is available to train local providers on C&TC screening components.

Required Activities

Purpose: Describe local efforts to meet federal and state requirements and monitor compliance.

1. Contact local providers, at least annually and as often as necessary, to provide information about the C&TC Program and related training opportunities. Assure availability of C&TC services, using a combination of methods, such as a substantive clinic visit annually, telephone calls, emails and mailings (e.g. newsletters, update memos, etc.). Promote use of [provider documentation forms](#) to capture all C&TC components.

Meetings will be scheduled with clinics yearly and on an as needed basis. Via email or in person distribute (as needed) updates to the C&TC Provider Information Guide (available online at DHS website). Send periodic informational program updates to clinics & offers of assistance. Maintain current clinic staff contact list to facilitate communication. Make frequent phone calls and/or emails to maintain contact with clinic staff. Conduct C&TC program overview training. Provide clinic staff with web links to find updated information/training/resources.

2. Coordinate clinic outreach with local health plan representatives and other C&TC Coordinators, as appropriate, to promote consistent messages and reduce duplication of outreach, assessment and training services.

C&TC staff attend regional C&TC meeting on a quarterly basis to discuss information and resources with other C&TC providers to promote consistent messages to children/families. Health program staff attend these meetings as well. South Country Health Alliance is the health plan for MA in Goodhue County. South Country is a county based purchasing plan and coordination is done with this plan on a regular basis, and Goodhue County has a community resource team member who communicates with our health plan regularly. This communication includes information regarding C&TC. Any new information or questions are then passed on to providers as appropriate.

3. Identify C&TC provider training needs and coordinate training with MDH, health plan representatives and/or other C&TC Coordinators as appropriate. Act as a referral source, offer technical assistance or respond to requests for assistance as needed and/or conduct training.

Make regular contacts with clinics to assess ongoing commitment to providing screenings and to identify perceived training needs, as well as to keep providers current on information regarding C&TC program. Phone contacts, virtual meetings, as well as face to face contacts will be made with providers to discuss training needs. Meetings will be set up with providers to address issues and keep providers current. Training will be coordinated with DHS, MDH, and health plan representatives as needed to address needs.

4. Distribute the [Provider Guide](#) web link as needed and when updated. Inform providers of the [Minnesota Health Care Program \(MHCP\) Provider Manual – C&TC section](#). For providers needing additional information, coordinate with appropriate agency representatives.

South Country Health Alliance and Blue Plus are the health plans for Goodhue County at this time. Goodhue County Health and Human Services will continue to distribute the C&TC Provider Guide web link as needed and as updates are available. PMAP plan managers attend regional quarterly and additional meetings to facilitate information sharing.

5. Act as a referral source for C&TC provider billing issues and encourage review of the billing and claim instructions in the MHCP Provider manual. For fee-for-service questions/issues, refer providers to the Department of Human Services Provider Call Center at: 651-431-2700 or 1-800-366-5411.

Consultation is available through Goodhue County Health and Human Services C&TC Coordinator. Providers are referred to billing information and resource lists for health plan representatives in provider guide as appropriate, as well as the DHS provider Help Desk. Assistance will be offered to providers as needed to utilize all resources available to them.

6. Other activities provided to meet this objective.

2024 Budget Worksheet (Input)

Position	C&TC Hours	Full-Time Equivalent (FTE)	Salary/Wages	Fringe Benefits	Total Salary/Wages & Fringe Benefits
Clerk or Support Staff					
Carol T	1,282	0.62	\$39,934.30	\$12,345.66	\$52,279.96
Kari W	15	0.01	\$377.40	\$131.25	\$508.65
		0.00			\$0.00
		0.00			\$0.00
		0.00			\$0.00
		0.00			\$0.00
		0.00			\$0.00
		0.00			\$0.00
		0.00			\$0.00
Total	1,297	0.62	\$40,311.70	\$12,476.91	\$52,788.61

Equipment Costs

Enter the total budgeted amount for each expense below. All equipment expenses must be prorated for C&TC use. Computer equipment purchases require prior approval. Please submit a description and justification for all equipment expenses. Capital purchase descriptions must include cost-effectiveness justification. **NOTE: C&TC screening equipment is not an allowable expense.**

Expense	Total
Computer Costs	
Other equipment costs <i>Please submit a description and justification for any expense in this line.</i>	
Total equipment costs	\$0.00

Other Direct Costs

Enter the total budgeted amount for each expense below.

Expense	Total
Office supplies	
Printing	\$1,500.00
Postage	\$1,500.00
Telephone	
Office space	
Interpreter/translation services	\$90.00
Trainings, conferences, workshops, and other meeting expenses related to C&TC <i>Plan for at least 1 regional C&TC coordinator meeting @ \$35 per person; 1 Screening in Early Childhood regional workshop @ \$60 per person; MDH C&TC screening trainings ranging from \$600/3 day to \$16 per contact hour for ad hoc/updates; other C&TC training provided by MDH @ \$105 per person. Include costs for trainings related to improving C&TC services only.</i>	
C&TC outreach supplies <i>All outreach supplies need to be approved by DHS. If requesting a new item not previously approved, upload to the C&TC SharePoint for approval.</i>	
C&TC outreach advertisement <i>All advertisements need to be approved by DHS. If requesting a new advertisement not previously approved, upload to the C&TC SharePoint for approval.</i>	\$2,250.00
Other <i>Please submit an explanation and justification for any expense in this line.</i>	
Total Other Direct Costs	\$5,340.00

Subcontractor/Consultant Costs

Enter the total subcontractor/consultant costs. Submit one Appendix C form for each subcontractor/consultant.

Total subcontractor/consultant costs	
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Indirect Cost

The standard indirect cost rate is 10%. Any other approved indirect cost rates must be accompanied by a federal letter of approval and updated by DHS.

Standard indirect cost rate	4%
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2024 Budget Worksheet (Input)

Travel Costs

Enter the total number of miles to be traveled and the CHB/Tribal Nation mileage rate. The standard mileage rate .625 per mile. Mileage costs will be calculated with the standard mileage rate or the CHB/Tribal Nation mileage rate, whichever is less.

Expense	Total
Miles	
Standard mileage rate	.655c
CHB/Tribal Nation mileage rate	
Total mileage	\$0.00
Lodging, meals, per diem, etc. for trainings, conferences, workshops, and meetings related to C&TC	
Total Travel Costs	\$0.00

Calculated C&TC Services Costs per Child

Not to exceed \$26.50 per eligible child.	\$26.50
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2024 Budget Worksheet - Attachment B₃

Goodhue County Health and Human Services

2,674

Community Health Board/Tribal Nation

Estimated number of C&TC eligible children

Staffing Costs

Position	Annual C&TC Hours	Full-Time Equivalent (FTE)	Salary/Wages	Fringe Benefits	Total Salary/Wages & Fringe Benefits
Supervisor	10	0.00	\$490.70	\$28.05	\$518.75
Outreach staff	215	0.10	\$7,032.00	\$2,658.00	\$9,690.00
Clerk or support staff	1,297	0.62	\$40,311.70	\$12,476.91	\$52,788.61
Total	1,522	0.73	\$47,834.40	\$15,162.96	\$62,997.36

Equipment Costs

Computer costs	\$0.00
Other equipment costs	\$0.00
Total equipment costs	\$0.00

Other Direct Costs

Office supplies	\$0.00
Printing	\$1,500.00
Postage	\$1,500.00
Telephone	\$0.00
Office space	\$0.00
Interpreter/translation services	\$90.00
Trainings, conferences, workshops, and other meeting expenses related to C&TC	\$0.00
C&TC outreach supplies	\$0.00
C&TC outreach advertisement	\$2,250.00
Other	\$0.00
Total other direct costs	\$5,340.00

Subcontractor/Consultant Costs

Total subcontractor/consultant costs	\$0.00
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Indirect Cost

Total indirect cost	\$2,519.89
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Travel Costs

Mileage	\$0.00
Lodging, meals, per diem, etc. for trainings, conferences, workshops, and meetings related to C&TC	\$0.00
Total travel costs	\$0.00

Total budgeted amount (rounded down to the nearest dollar)	\$70,857.00
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Total C&TC costs per eligible child (not to exceed \$26.50)	\$26.50
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2024 Budget Worksheet - Attachment B₃

IN WITNESS WHEREOF, CHB/TRIBAL NATION and STATE have mutually agreed with this Budget Worksheet.

FOR CHB/TRIBAL NATION: _____

Title: _____

Date: _____

FOR STATE: _____

Title: _____

Date: _____

2024 Administrative Services Annual Expenditure Report

Goodhue County Health and Human Services

Community Health Board/Tribal Nation

Complete this worksheet as part of the 2024 Annual Reports process (due spring 2025). Enter the Actual Expenditures for each line item in column C. If funds from other sources were used, complete column E by entering the amount spent for each line item.

Expense	Budgeted Amount	Actual Expenditures	Balance	Funds from other sources spent for these activities
Staffing	\$62,997.36		\$62,997.36	
Equipment	\$0.00		\$0.00	
Office supplies	\$0.00		\$0.00	
Printing	\$1,500.00		\$1,500.00	
Postage	\$1,500.00		\$1,500.00	
Telephone	\$0.00		\$0.00	
Office space	\$0.00		\$0.00	
Interpreter/translation services	\$90.00		\$90.00	
Trainings, conferences, workshops, and other meeting expenses related to C&TC	\$0.00		\$0.00	
C&TC outreach supplies	\$0.00		\$0.00	
C&TC outreach advertisement	\$2,250.00		\$2,250.00	
Other costs	\$0.00		\$0.00	
Subcontractor/consultant	\$0.00		\$0.00	
Indirect cost	\$2,519.89		\$2,519.89	
Travel	\$0.00		\$0.00	
Total	\$70,857.25	\$0.00	\$70,857.25	\$0.00

Estimated number of C&TC eligible children	2,674
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Actual C&TC costs per eligible child	\$0.00
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I certify that the above expenses represent costs incurred for C&TC Administrative Services.

Prepared by (print name):	Phone Number:
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Signature:	Date:
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Under Age 21 by County and Tribe for 2024

Based on State Fiscal Year 2024 Enrollment Data
Eligible in Major Programs MA - Ages 0 through 20

County Code	County Name	Number of Eligible Children
001	AITKIN	837
002	ANOKA	23,268
003	BECKER	2,770
004	BELTRAMI	6,290
005	BENTON	2,468
006	BIG STONE	615
007	BLUE EARTH	2,974
008	BROWN	1,545
009	CARLTON	1,918
010	CARVER	5,394
011	CASS	3,377
012	CHIPPEWA	1,691
013	CHISAGO	3,448
014	CLAY	6,958
015	CLEARWATER	1,125
016	COOK	208
017	COTTONWOOD	1,632
018	CROW WING	4,472
019	DAKOTA	31,597
020	DODGE	2,035
021	DOUGLAS	3,604
022	FARIBAUT	1,498
023	FILLMORE	2,118
024	FREEBORN	1,809
025	GOODHUE	2,674
026	GRANT	559
027	HENNEPIN	84,169
028	HOUSTON	1,588
029	HUBBARD	1,763
030	ISANTI	2,387
031	ITASCA	2,388
032	JACKSON	1,008
033	KANABEC	1,799
034	KANDIYOHI	2,696
035	KITSON	521
036	KOOCHICHING	660
037	LAC QUI PARLE	821
038	LAKE	415
039	LAKE OF THE WOODS	451
040	LE SUEUR	1,627
041	LINCOLN	336
042	LYON	1,921
043	MCLEOD	4,034
044	MAHNOMEN	653
045	MARSHALL	989
046	MARTIN	1,707

County Code	County Name	Number of Eligible Children
047	MEEKER	2,606
048	MILLE LACS	2,826
049	MORRISON	3,098
050	MOWER	3,815
051	MURRAY	699
052	NICOLLET	1,735
053	NOBLES	3,064
054	NORMAN	633
055	OLMSTED	17,067
056	OTTER TAIL	3,911
057	PENNINGTON	1,311
058	PINE	2,576
059	PIPESTONE	825
060	POLK	3,801
061	POPE	1,275
062	RAMSEY	47,593
063	RED LAKE	426
064	REDWOOD	1,774
065	RENVILLE	1,845
066	RICE	4,296
067	ROCK	1,040
068	ROSEAU	1,633
069	ST. LOUIS	7,770
070	SCOTT	10,826
071	SHERBURNE	5,602
072	SIBLEY	1,643
073	STEARNS	8,270
074	STEELE	2,425
075	STEVENS	1,025
076	SWIFT	1,105
077	TODD	1,914
078	TRAVERSE	495
079	WABASHA	1,632
080	WADENA	924
081	WASECA	1,157
082	WASHINGTON	14,613
083	WATONWAN	1,028
084	WILKIN	638
085	WINONA	2,713
086	WRIGHT	8,212
087	YELLOW MEDICINE	876
102	RED LAKE INDIAN RESERVATION	2,671
103	WHITE EARTH INDIAN RESERVATION	1,272
106	FOND DU LAC INDIAN RESERVATION	551
	TOTAL	414,028

Under Age 21 by Community Health Board for 2024

Based on State Fiscal Year 2024 Enrollment Data
Eligible in Major Programs MA - Ages 0 through 20
July through December numbers do not include children attributed to a contracted Integrated Health Partnership

#	Community Health Board	Number of Eligibles
1	Aitkin-Itasca-Koochiching Community Health Board	3,885
2	Anoka County Community Health & Environmental Services	23,268
3	Beltrami County Community Health Board	6,290
4	Benton County Community Health Board	2,468
5	Blue Earth County Human Services	2,974
6	Brown-Nicollet Community Health Board	3,280
7	Carlton-Cook-Lake-St. Louis Community Health Board	10,311
8	Carver County Public Health	5,394
9	Cass County Health, Human and Veterans Services Board	3,377
10	Chisago County Public Health	3,448
11	Countryside Public Health (Big Stone, Chippewa, Lac qui Parle, Swift, Yellow Medicine)	5,108
12	Crow Wing County Community Services	4,472
13	Dakota County Public Health Department	31,597
14	Des Moines Valley Health and Human Services (Cottonwood, Jackson)	2,640
15	Dodge-Steele Community Health Board	4,460
16	Fillmore Houston Community Health Board	3,706
17	Fond du Lac Band of Lake Superior Chippewa	551
18	Freeborn County Public Health	1,809
19	Goodhue County Health and Human Services	2,674
20	Hennepin County Human Services and Public Health Department	84,169
21	Horizon Public Health (Douglas, Grant, Pope, Stevens, Traverse)	6,958
22	Human Services of Faribault & Martin Counties	3,205
23	Isanti County Community Health Board	2,387
24	Kanabec County Community Health	1,799
25	Kandiyohi-Renville Community Health Board	4,541
26	Le Sueur Waseca Community Health Board	2,784
27	Meeker McLeod Sibley	8,283
28	Mille Lacs County Community Health Board	2,826
29	Morrison, Todd, Wadena Community Health Board	5,936
30	Mower County Community Health Services	3,815
31	Nobles County Community Services	3,064
32	North Country Community Health Board (Clearwater, Hubbard, Lake of the Woods)	3,339
33	Olmsted County Public Health Services	17,067
34	Partnership4Health Community Health Board c/o Otter Tail County Public Health (Becker, Clay, Otter Tail, Wilkin)	14,277
35	Pine County Community Health Board	2,576
36	Polk-Norman-Mahnomen Community Health Board	5,087
37	Quin County Community Health Services (Kittson, Marshall, Pennington, Red Lake, Roseau)	4,880
38	Red Lake Comprehensive Health Services	2,671
39	Rice County Community Health Services	4,296
40	Saint Paul - Ramsey County Public Health	47,593
41	Scott County Health and Human Services	10,826
42	Sherburne County Health & Human Services	5,602
43	Southwest Health and Human Services (Lincoln, Lyon, Murray, Pipestone, Redwood, Rock)	6,595
44	Stearns County Human Services	8,270
45	Wabasha County Public Health	1,632
46	Washington County Public Health and Environment	14,613
47	Watonwan County Human Services	1,028
48	White Earth Home Health Agency	1,272
49	Winona County Community Services	2,713
50	Wright County Health and Human Services	8,212
	TOTAL	414,028

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



REQUEST FOR BOARD ACTION

Requested Board Date:	December 19, 2023	Staff Lead:	Kayla Matter
Consent Agenda:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Attachments:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Action Requested:	Approve November 2023 HHS Warrant Registers		

BACKGROUND:

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

	Date of Warrant		Check No. Series			Total Batch
IFS	November 3, 2023	ACH	41648	41679	\$	35,823.26
IFS	November 3, 2023		470659	470731	\$	47,090.69
IFS	November 9, 2023	ACH	41715	41734	\$	6,206.68
IFS	November 9, 2023		470799	470832	\$	48,844.10
IFS	November 17, 2023	ACH	41781	41798	\$	78,895.88
IFS	November 17, 2023		470891	470945	\$	62,795.83
SSIS	November 30, 2023	ACH	41843	41868	\$	75,603.42
SSIS	November 30, 2023		470950	470990	\$	174,361.53
IFS	November 30, 2023	ACH	41539	41570	\$	7,173.02
IFS	November 30, 2023		470991	471004	\$	45,360.72
				Total	\$	582,155.13

RECOMMENDATION: Goodhue County HHS Recommends Approval as Presented.

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



REQUEST FOR BOARD ACTION

Requested Board Date:	December 19, 2023	Staff Lead:	Nina Arneson
Consent Agenda:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Attachments:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Action Requested:	Approve a 3.00% general wage adjustment for the 24/7 child protection on-call assignment compensation.		

BACKGROUND:

On December 20, 2016, the GCHHS Board approved a State mandated child protection 24/7 Assignment Plan for Goodhue County Health and Human Services, with a modification for the HHS Board to approve any annual wage adjustments. *“The on-call rate will be adjusted based on the annual general adjustment approved by Goodhue County Board, if any.”*

On December 7, 2023, the Goodhue County Board approved a 3.00% general wage adjustment for non-union employees, which includes all GCHHS employees.

This is to request, a 3.00% general wage adjustment for the 24/7 child protection on call assignment compensation. This has been factored into the 2024 GCHHS budget.

Child Protection On Call Hourly Rates:

	2021 Hourly Rate	2022 Hourly Rate	2023 Hourly Rate	2024 Hourly Proposed Rate
Child Protection Holiday (CPH)	\$3.66	\$3.74	\$3.85	\$3.97
Child Protection On-Call (CPO)	\$2.57	\$2.57	\$2.65	\$2.73

Below is a summary of the total annual cost of having the State mandated child protection 24/7 assignment plan that was implemented January 1, 2017. 2017 total cost \$15,266.52; 2024 total cost \$18,559.40

Child Protection On Call Annual Cost

2.75% COLA Increase 2020

		2020	Hours	Total Cost
Holidays	12	\$3.57	24.00	\$1,028.16
Weekend Days	104	\$2.45	24.00	\$6,115.20
Working Days	250	\$2.45	15.50	\$9,493.75
Total Days	366			\$16,637.11

Increase over the 2019 Budget

\$511.66

2.50% COLA Increase 2021

		2021	Hours	Total Cost
Holidays	12	\$3.66	24.00	\$1,054.08
Weekend Days	104	\$2.51	24.00	\$6,264.96
Working Days	249	\$2.51	15.50	\$9,687.35
Total Days	365			\$17,006.39

Increase over the 2020 Budget

\$369.28

2.25% COLA Increase 2022

		2022	Hours	Total Cost
Holidays	12	\$3.74	24.00	\$1,077.12
Weekend Days	105	\$2.57	24.00	\$6,476.40
Working Days	248	\$2.57	15.50	\$9,879.08
Total Days	365			\$17,432.60

Increase over the 2021 Budget

\$426.21

3.00% COLA Increase 2023

		2023	Hours	Total Cost
Holidays	12	\$3.85	24.00	\$1,108.80
Weekend Days	105	\$2.65	24.00	\$6,678.00
Working Days	248	\$2.65	15.50	\$10,186.60
Total Days	365			\$17,973.40

Increase over the 2022 Budget

\$540.79

3.00% Proposed COLA Increase 2024

		2024	Hours	Total Cost
Holidays	12	\$3.97	24.00	\$1,143.36
Weekend Days	105	\$2.73	24.00	\$6,879.60
Working Days	249	\$2.73	15.50	\$10,536.44
Total Days	366			\$18,559.40

Increase over the 2023 Budget

\$585.99

RECOMMENDATION: The GCHHS Department recommends approval as requested.

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



REQUEST FOR BOARD ACTION

Requested Board Date:	December 19, 2023	Staff Lead:	Kris Johnson
Consent Agenda:	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Attachments:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Action Requested:	Utilization of Opioid Settlement Funds 2024		

BACKGROUND

The State of Minnesota is a party to the multistate settlement agreement with pharmaceutical distributors and opioid manufacturers. The settlement will be distributed to cities and counties over the course of the next 18 years, beginning in the fall of 2022. Goodhue County is current slated to receive a total of \$2,103,563.79 from 2022 to 2040, or an average of approximately \$116,864.55/year.

The Minnesota Opioids State-Subdivision Memorandum of Agreement defines how the funds can be spent by counties, and the reporting requirements for utilization of funds.

C. Process for drawing from special revenue funds.

1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in **Exhibit A** to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.

REQUEST

The Memorandum of Agreement identifies **Leadership, Planning and Coordination** as an appropriate use of Opioid Settlement Funds. In 2023, GCHHS contracted with Sand Prink Consulting to conduct a series of community engagement surveys and focus groups. The overall purpose of the study was to understand the impact of opioids in our Goodhue County communities so that effective strategies utilizing opioid settlement funds can be developed to address current needs and prevent further harm. To this end, key community stakeholders,

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including people with direct lived experience and/or service providers who work with people impacted by opioids, were engaged through focus groups and key informant interviews. Major findings, trends, and therefore recommendations identified through this study include:

- the community's priority to focus on prevention, early education, awareness-building
- youth focus
- a need for connection including support groups and peer recovery specialist help
- filling gaps in service that exist along the chemical health treatment continuum of care
- access to harm reduction strategies with accompanying education
- expanding access to and awareness of creative recreational outlets and alternative modalities for self-care
- increasing access to mental health care
- the imperative to include community members with *lived experience* in the planning, implementation, and evaluation of opioid related programming
- enhancing treatment court eligibility criteria
- increasing the tracking and sharing of opioid related data

The community engagement process revealed the extensive needs and gaps in Goodhue County to adequately address the opioid crisis. In order to maximize impact, planful and focused decisions will need to be made, focusing on key, evidence-based strategies to reduce overdose deaths and relapse, and reduce youth substance misuse overall.

Therefore, the proposed next step is to develop and facilitate a **Goodhue County Opioid Settlement Advisory Committee (OSAC)**. The advisory committee will consist of people with direct, lived experience with opioids, as well as people with professional roles and experience in responding to opioid prevention, use/misuse in the community. Under the guidance of the contractor and key partners, the OSAC will develop Logic Model or Theory of Change that will provide overarching strategic planning and guidance for Goodhue County's response to the opioid crisis for the duration of the settlement fund time period: 2022-2040.

The OSAC falls under the Goodhue County Chemical and Mental Health Coalition, and aligns with Health Priority 3 in the 2023-2025 Community Health Improvement Plan: <https://co.goodhue.mn.us/DocumentCenter/View/25611/CHIP--Full--23--26>

GCHHS further proposes that the contractor, with the support of OSAC would create a grant process that will be piloted in 2024-2025. The purpose of the grant process is to immediately make some funding available for current projects in the community that align with the project goals. A proposal about the grant process will be brought to the HHS board in the next few months.

In order to develop and facilitate these next steps, GCHHS is requesting to contract with Sand Prink Consulting, the same organization that completed the community engagement process. The responsibilities and tasks of this contract would be:

1. Recruit, train and facilitate the Goodhue County Opioid Settlement Advisory Committee (OSAC).
2. With the support of the OSAC, develop a grant process that will be piloted in 2024-2025.

GCHHS is requesting to contract with Sand Prink Consulting to create and facilitate the Advisory Committee. **This contract, which will be in place for one year, will provide up to 480 hours of consulting time at \$100/hour, for a total not to exceed \$48,000.**

In addition, GCHHS is requesting to utilize \$5500 to provide materials, refreshments and supplies, as well as \$4000 to compensate members of the OSAC.

RECOMMENDATION: Goodhue County HHS Recommends Approval as Presented.

Sand Prink Consulting, LLC

Laura Sand Prink, MSW, LGSW
31793 110th Ave.
Cannon Falls, MN 55009
612-483-8307

PROPOSAL

Opioid Settlement Advisory Committee (OSAC)

December 13, 2023

OVERVIEW

Sand Prink Consulting, LLC would develop and facilitate a new Opioid Settlement Advisory Committee (OSAC) with the following key inclusions:

- 1) the people with whom relationships were built throughout the community engagement process during the Goodhue County Opioid Settlement Needs Assessment, specifically those with direct lived experience as well as professional expertise with the opioid crisis,
- 2) a focus on addressing the newfound report findings from the Goodhue County Opioid Settlement Needs Assessment,
- 3) research on best practices implementation of advisory committees, consultation with experts in the field, [SAMHSA's Strategic Prevention Framework](#), and strategic planning including the development of a long term Goodhue County Opioid Settlement Logic Model, and finally,
- 4) input, coordination and direction from Goodhue County Health and Human Services.

This collective impact process would harness the energy, passion, lived experience, desire for involvement, personal investment, and professional expertise within this stakeholder group to further guide the decision-making efforts on how to spend the Opioid Settlement funds. This process would lead to the implementation of relevant and effective strategies to ultimately reduce and prevent opioid use and its impacts in Goodhue County.

GOALS and DELIVERABLES

1. Create a community-driven process addressing the imperative of the “***nothing about us, without us***” philosophy, one of the key findings from the Needs Assessment.

-
2. ***Increase the relevance of and effectiveness of strategies*** in Goodhue County to reduce and prevent opioid use through the use of Opioid Settlement funds. A Logic Model will be built to strategically guide impact efforts over the next 18 years.
 3. ***Align with current groups in Goodhue County*** working to address chemical health, including Community Health Assessment (CHA), Community Health Improvement Plan (CHIP), and the Mental and Chemical Health Coalition of Goodhue County. The OSAC will be a subgroup of the Mental and Chemical Health Coalition of Goodhue County.
 4. ***Begin to immediately spread awareness of available opioid related resources and encourage increased tracking and sharing of opioid related data while monitoring progress*** over time with partners from various sectors in the community participating in the Advisory Committee, thus addressing two more of the key findings from the Needs Assessment.
 5. ***Eventually, build a sustainable grant allocation process for spending Opioid Settlement funds that will directly involve OSAC members. This specific proposal is forthcoming in early 2024.***

SPECIFICATIONS

Application

Advisory Committee members would complete and sign a simple application which would serve several purposes including: 1) the opportunity to formally share their intention to participate in the committee, 2) clarify expectations of their role on the committee, 3) and make a commitment to serve in such capacity for specified time frame.

Orientation

Advisory Committee members would participate in an orientation process which would include the review of:

1. Their role as an Opioid Settlement Advisory Committee (OSAC) member.
2. The Goodhue County Opioid Settlement Needs Assessment findings from the community engagement process conducted by Sand Prink Consulting, LLC.
3. SAMHSA's Strategic Prevention Framework.
4. The terms set forth in the Memorandum of Understanding for the Opioid Settlement.
5. The overall goals of the Opioid Settlement Advisory Committee (OSAC), including its alignment with the Mental and Chemical Health Coalition of Goodhue County, Goodhue County Health Assessment (CHA), and the Community Health Improvement Plan (CHIP).
6. Training related to Logic Models and eventually the new grant allocation process.

Responsibilities and Tasks

ADVISORY COMMITTEE

Advisory Committee members will be a sounding board for the development of a logic model that guides the overall proposed framework for specific impact strategies for opioid use treatment, reduction, and prevention. They will also be involved with tracking data, monitoring progress over time and helping to pivot accordingly when situations arise in the community relative to opioids. They will advise an annual grant allocations process for community partners to access funds from the Opioid Settlement to advance specified goals. They will help spread awareness of available resources and may also be involved in community education and implementation of programming.

STEERING COMMITTEE

The Opioid Settlement Steering Committee would be comprised of a few key staff from Goodhue County Health and Human Services and Sand Prink Consulting, LLC and be tasked with guiding high level Opioid Settlement planning, ensuring satisfaction of MOA requirements, communicating with the Board of Commissioners, etc and would meet monthly and also communicate via email as needed. The Steering Committee would be involved in the strategic direction and specifying content to be presented to the Advisory Committee.

SAND PRINK CONSULTING, LLC

Anticipated responsibilities of Sand Prink Consulting, LLC include: creating the advisory committee application, conducting recruitment of members, preparing agendas for meetings, facilitating meetings, maintaining notes, developing a logic model to guide strategic direction of Opioid Settlement fund spending and impact, developing a grant allocation process (with possible partnership with UofM Extension), building individual relationships as needed with partners who may not feel comfortable speaking up during large group meetings, compiling community data from partners to monitor and track progress over time, ongoing correspondence, serving as a liaison between the steering committee and advisory committee, and other tasks as needed.

PROJECT COSTS

Sand Prink Consulting, LLC

The average number of hours worked per week is approximately 9, yet will ebb and flow week to week according to project needs. This contract duration will be one full calendar year, beginning January 1, of 2024 and ending December 31, 2024. Sand Prink Consulting, LLC would be

compensated at a rate of \$100 per hour, which will be billed to Goodhue County Health and Human Services every two weeks. The total estimated project cost compensated to Sand Prink Consulting, LLC for time will be up to and not exceeding **\$48,000** during the first year.

Materials

Materials, refreshments, and supplies needed for the Advisory Committee will also be reimbursed to Sand Prink Consulting, LLC by GCHHS with an estimated cost of **\$1,500**.

Opioid Settlement Advisory Committee members

Members of the Opioid Settlement Advisory Committee, who are not already paid by their employer for their involvement on the committee (primarily community members with direct lived experience) shall be financially compensated for their participation in meetings at a set rate per meeting as specified by Goodhue County Health and Human Services, along with reimbursement of travel costs. This amount will be posted and agreed upon within the application. At first, the anticipated number of meetings per year is six, and then may be reduced to quarterly meetings. Estimated total OSAC member compensation is **\$4,000**.



Federal Environmental Protection Agency Declaration



12/14/2023

Goodhue County Health and Human Services



Petition and EPA response

- The Minnesota Center for Environmental Advocacy and several other community organizations filed a emergency petition regarding Nitrate Contamination in the Southeast Karst Region of Minnesota Including Goodhue County
- The EPA responded with a letter to MN agencies directing them address Nitrate contamination

MN state agencies* Response to EPA

Proposed to address nitrate contamination in three phases:

1. An immediate outreach program to again notify affected residents using private wells with known nitrate concentrations above the Maximum Contaminant Level and to provide alternate water to vulnerable populations,
2. A public health intervention to ensure safe drinking water for private wells users in the mid-term in which well owner participation is voluntary; and
3. Enhanced long-term environmental and conservation strategies to reduce nitrate concentrations in the aquifers that provide drinking water.

*Minn Dept of Health (MDH), Minn Pollution Control Agency (MPCA), and Minn Dept of Agriculture (MDA)

What are Nitrates?

- Nitrate is a compound that naturally occurs and has many human-made sources.
- Nitrate is in some lakes, rivers, and groundwater in Minnesota.
- You cannot taste, smell, or see nitrate in water.
- **Consuming too much nitrate (concentrations above 10 ppm or mg/L) can be harmful—especially for babies.**

Why South Eastern MN?

- SE MN has Karst topography which has cavities connecting the surface to groundwater
- The geology and activities on the land surface in southeast Minnesota make it more likely for nitrate to be at concentration above 10 ppm in groundwater.
- Nitrate in groundwater is not a new issue; this situation has been forming for several decades.

Current efforts to address nitrates

- The Goodhue SWCD is actively assisting landowners with cost-share programs which help build soil health and reduce the amount of Nitrate leaking from agricultural lands into the groundwater.
 - These practices may include: implementing cover crops, reduced tillage, split rate Nitrate application on crops, applying manure w/minimal disturbance manure applicators, etc.
- The MDH has provided cost-share funds to the SWCDs for Nitrate removal systems and/or new well construction for landowners who have N tests $>10\text{mg/L}$. These funds are currently expended, but are working on additional dollars to expand this opportunity.
- The Goodhue hosts nitrate testing clinics throughout the year informing rural landowners of their N values.

Is the water safe?

- **Public water system:** If your water comes from a public water system, your public water system regularly tests for nitrate and ensures levels meet the EPA standard.
- **Private well:** The best way to know is to test your well water. You cannot taste, smell, or see most contaminants in private well water/groundwater.
- **Childcare:** In home childcare providers that get drinking water from a private well are required to test for nitrate and coliform bacteria every year

What can citizens do now?

Confirm your water quality.

- If you are on a public water system, check your Consumer Confidence Report.
- If you are on a private well, contact an accredited laboratory to get sample containers and instructions for how to test your well water for nitrate. MDH also encourages testing for coliform bacteria every year and lead, manganese, and arsenic at least once.
- Talk with your local representatives about the issue and your concerns.

Who is going to cover the costs?

- For now, the well owner is responsible for all well testing and treatment and repair costs.
- State agencies and local partners are trying to find funding to reduce the burden on private well owners in the future.
- Stay tuned. There will be some grants that will open for local partners to apply for funding for testing and mitigation. There may also be free screening clinics in your community or nearby.

Conclusion

- Nitrate in groundwater is an issue that has been developing in Southeast Minnesota for several decades. There are multiple efforts in place to address nitrate concentrations, but it may be years until the issue is fully resolved.
- State agencies and local partners are developing a work plan and searching for funding to address nitrate in private wells and groundwater in southeast Minnesota.
- In the short-term, we encourage local partners to connect with each other and encourage private well users to test their well water.

Informational Links

- Webpage for Updates Related to Nitrate in Southeastern Minnesota
 - <https://www.health.state.mn.us/communities/environment/water/wells/waterquality/nitratesemn.html>
- Federal Environmental Protection Agency nitrate letter
 - https://www.epa.gov/system/files/documents/2023-11/ao-rmod-reponse-letter_20230510-508.pdf
- Information about nitrate and health
 - <https://www.health.state.mn.us/communities/environment/water/contaminants/nitrate.html>
- Accredited Labs in Minnesota Accepting Drinking Water Samples from Private Well Users
 - <https://www.health.state.mn.us/communities/environment/water/docs/wells/waterquality/labmap.pdf>
- Licensed Well and Boring Contractor Directory
 - <https://www.health.state.mn.us/communities/environment/water/wells/lwc/index.html>
- Search for your Consumer Confidence Report (CCR)
 - <https://mnccr.web.health.state.mn.us/index.faces>
- Home Water Treatment Fact Sheet
 - <https://www.health.state.mn.us/communities/environment/water/factsheet/hometreatment.html>
- Well Testing, Results, and Options
 - <https://www.health.state.mn.us/communities/environment/water/wells/waterquality/tips.html>
- Grants and Loans for Home Water Treatment and Well Construction, Repair, and Sealing
 - <https://www.health.state.mn.us/communities/environment/water/wells/sealing/loans.html>
- Goodhue County Soil & Water Conservation District
 - <https://www.goodhueswcd.org/>
- Tap In: Safe Drinking Water for SE Minnesota (local collaborative)
 - <https://safe-drinking-water-for-private-well-users-gis-olmsted.hub.arcgis.com>
- Regional offices stocking water test kits
 - <https://safe-drinking-water-for-private-well-users-gis-olmsted.hub.arcgis.com/pages/current-programs-initiatives>
- Resource with a map of initial nitrate results
 - <https://www.health.state.mn.us/communities/environment/water/wells/waterquality/nitrate.html>
- Minnesota Department of Agriculture Fall Nitrogen Fertilizer Application Restrictions (2023)
 - <https://mnag.maps.arcgis.com/apps/webappviewer/index.html?id=47a342afe6654640b935c8e76023da92>
- **Email Address for Questions about Nitrate in Southeastern Minnesota** health.privatewells@state.mn.us



REGION 5 ADMINISTRATOR

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Minnesota Pollution Control Agency
520 Lafayette Road N
Saint Paul, MN 55155-4194

Dear Dr. Cunningham, Mr. Peterson, and Ms. Kessler:

On April 24th, 2023, Petitioners¹ requested that the U. S. Environmental Protection Agency exercise its emergency powers under Section 1431 of the Safe Drinking Water Act (SDWA) to address groundwater nitrate contamination that presents a risk to the health of the residents in eight counties of the Southeast Karst Region² (Karst Region) of Minnesota. Section 1431 authorizes EPA to act upon receipt of information that a contaminant is present in or is likely to enter a public water system (PWS) or an underground source of drinking water (USDW), which may present an imminent and substantial endangerment to the health of persons, and that appropriate state and local authorities have not

¹ Petitioners: Minnesota Center for Environmental Advocacy, Environmental Working Group, Minnesota Well Owners Organization, Center for Food Safety, Clean Up the River Environment, Food & Water Watch, Friends of the Mississippi River, Izaak Walton League Minnesota Division, Land Stewardship Project, Minnesota Trout Unlimited, and Mitchell Hamline Public Health Law Center.

² Minnesota's Karst Region referenced in the petition consists of eight counties: Dodge, Fillmore, Goodhue, Houston, Mower, Olmsted, Wabasha, and Winona county.

acted to protect the health of such persons. Approximately 390,682³ people reside in the Karst Region; about 300,000 people are served by 93 PWSs and approximately 93,805⁴ people rely on private wells as their primary source of drinking water. Based on the information currently available from past nitrate monitoring, it had been estimated that 9,218⁵ residents in the Karst Region were or still are at risk of consuming water at or above the maximum contaminant level (MCL) for nitrate, with Minnesota Department of Agriculture reporting that 12.1% of the private wells tested (equating to 1,058 wells) exceeded the MCL of 10mg/L⁶. Several of the PWSs in the Karst Region have also been impacted by MCL exceedances resulting in additional treatment and/or having to drill deeper wells.

We appreciate the time that you and your staff have taken to meet with my staff on numerous occasions to share each agency's efforts to protect Minnesota's drinking water, including the information you shared in and after our meeting on August 28, 2023 (See Enclosure). While we appreciate the collective commitment to address nitrate contamination through state-administered programs, based on our discussions and current available drinking water data, there is an evident need for further actions to safeguard public health.

EPA's immediate priority is to protect human health by ensuring that residents impacted by nitrate contamination are: (1) identified; (2) provided notice in all applicable languages regarding their potential exposure to elevated nitrate concentrations and information regarding the associated health risks; and (3) provided the opportunity to obtain alternate drinking water until nitrate contamination in groundwater falls below the MCL for nitrate of 10 mg/L.

EPA expects state agencies to take timely actions to address the nitrate contamination, especially with respect to providing public notice and alternate water. To address these priorities, EPA requests that the Minnesota agencies develop a coordinated and comprehensive work plan to identify, contact, conduct drinking water testing and offer alternate water to all impacted persons in the Karst Region, as soon as possible, and to sustain these efforts for as long as nitrate concentrations in the groundwater of the Karst Region remain at or above the MCL. An adequate work plan to address immediate health concerns should include the following:

1. **Coordination** – The state should create a communication plan that identifies how information and responsibilities will be shared among the state agencies, local governments

³ Calculated using the 2022 data, for each county, reported on the Minnesota State Demographic Center "PopFinder For Minnesota, Counties, & Regions". <https://mn.gov/admin/demography/data-by-topic/population-data/our-estimates/pop-finder1.jsp>

⁴ Calculated using Minnesota Department of Health "Community Water Systems: MNPH Data Access" to determine population serviced by CWS's, then subtracted by the population in the region. <https://mndatamaps.web.health.state.mn.us/interactive/cwss.html> last updated 03/07/2023.

⁵ Calculated using the Township Testing Program "Final Report" by adding up the estimated population at risk, reported in the "Estimates of Population at Risk" section of each report, for each county. Data used ranges from 2014 – 2019. <https://www.mda.state.mn.us/township-testing-schedule-reports>

⁶ From the Township Testing Program county reports for this region.

(county, city, township), and any private businesses or local utilities that have volunteered or been required to act, so that each entity's efforts serve a singular and coordinated response.

2. Identification of Impacted Residences – The state should identify each residence that obtains drinking water from a private well within the Karst Region. This includes wells that were constructed prior to the adoption of Minnesota's Well Code.

3. Education and Outreach – The state should provide notice to newly and previously impacted residents and continue to provide notice as long as contamination persists at or above the MCL for nitrate. If notice has not been provided to those that were previously identified as having private drinking water wells at or above the MCL for nitrate, we expect the state to provide notice *immediately* to such residents.

Similarly, if notice has not been provided to customers served by regulated PWSs that had nitrate levels at or above the MCL, we expect the state or owner/operators to provide notice *immediately*. Public education and outreach should be conducted in a form and manner reasonably calculated to reach all impacted residents in all applicable languages.

The state should prioritize its education and outreach toward the most vulnerable populations for associated health risks (e.g., homes with infants, pregnant women), including efforts to work with health care facilities and daycares serving such populations.

In addition to public health information, clear instruction for private drinking water well users to request drinking water testing should be included in appropriate languages. Minnesota should measure its progress in contacting all private well users identified as part of outreach efforts. For those private well users that do not respond to public notices, Minnesota should attempt personal communications, such as visits to individual residences (e.g., Minnesota Water Stewards).

4. Drinking Water Testing – Responsible agencies should create and implement a plan to provide analysis of drinking water samples obtained from any private well users in the Karst Region that request testing. For any residents identified as having private drinking water wells at or above the MCL for nitrate, we expect the state to provide timely notice to such impacted residents.

5. Provision of Alternate Water – Alternate drinking water should be offered as soon as practicable to each residence where water tests show an exceedance of the MCL for nitrate in the private well. The state should prioritize provision of alternate water to particularly vulnerable populations (e.g., homes with infants, pregnant women). As part of your response to EPA, please provide a detailed plan for distribution (e.g., water made available to residents at centralized locations) and a timeline for provision of such water.

Alternate water should be provided as needed for drinking, cooking, and maintaining oral hygiene. This shall be at no cost to the resident and in a manner that minimizes the burden on the impacted resident to obtain safe drinking water, such as water distribution locations and/or delivery services, reverse osmosis treatment units, or connection to a public water system.

6. Public Records – Maintain and regularly publish records such that Minnesota residents and the general public can better understand the scope and severity of nitrate contamination in the Karst Region and measure Minnesota’s progress in implementing its response plan including provision of alternate water, and to establish an effective way to communicate updates to the general public.

7. Communication with EPA – EPA requests that the Minnesota agencies provide progress reports quarterly to EPA that (a) describe actions taken during the previous quarter to address the immediate health impacts of nitrate contamination; (b) identify major accomplishments and issues that arose; (c) describe actions and timelines planned for the next quarter; and (d) describe any problems or delays encountered and the solutions implemented to address them.

While this letter is largely focused on addressing immediate health concerns regarding nitrate contamination in drinking water in the Karst Region, Minnesota must also develop and implement a long-term solution to achieve reductions in nitrate concentrations in drinking water supplies.

Developing a complete understanding of potential sources of nitrate contamination is an important immediate step for the state. A risk analysis of current and future nitrate contamination of the impacted groundwater will be critical for determining long-term solutions, and such analysis should incorporate the latest science and technologies.

Minnesota has tools to effect reductions in nitrate concentrations through the National Pollutant Discharge Elimination System (NPDES) and State Disposal System permit programs, including development and implementation of more protective NPDES/SDS CAFO permits.

In addition, Minnesota should consider adopting monitoring requirements in NPDES/SDS permits related to (1) subsurface discharges from manure, litter, and process wastewater storage, as well as (2) discharges from land application, similar to those proposed by EPA as modifications to the EPA-issued CAFO general permit for Idaho: <https://www.epa.gov/npdes-permits/npdes-general-permit-concentrated-animal-feeding-operations-cafos-idaho>. We also encourage Minnesota to consider modifications to the state’s Technical Standards for Nutrient Management with regard to land application of manure, litter or process wastewater, and any Minnesota guidelines for land application of commercial fertilizer, specific to Karst areas.


EPA expects Minnesota to hold sources of nitrate accountable using all available tools to reduce the amount of nitrate they release to ground water. While the Agency appreciates the state agencies’ engagement and past efforts in addressing groundwater contamination in the Karst Region, EPA will

continue to closely monitor this situation and consider exercising our independent emergency and enforcement authorities.

Given the urgency inherent in any situation involving drinking water contamination with known potential health risks, we respectfully request confirmation of your agencies' plan to provide "Education and Outreach" and "Provision of Alternate Water" as soon as possible. EPA expects a reply with respect to the elements noted above within 30 days, which must include the anticipated timeframe for submission of the agencies' work plan.

Sincerely,

DEBRA
SHORE

 Digitally signed by
DEBRA SHORE
Date: 2023.11.03
08:31:31 -05'00'

Debra Shore
Regional Administrator
& Great Lakes National Program Manager

Enclosure: Summary of Minnesota Efforts to Address Nitrate Contamination

EPA recognizes the Minnesota's past and current efforts to address nitrate contamination: The Clean Water council (consisting of MDA, MPCA, and MDH representatives) was able to advise the Legislature to appropriate \$100,000 of the state's Clean Water Fund to the "Tap In" initiative, which was carried out at the county level, including counties in the Karst Region. This initiative in 2021 assisted low-income private well owners with nitrate contamination that exceeds the MCL. The initial grant covered 186 tests, 7 reverse osmosis filters, 6 new wells, and one well repair.

MDA and MDH created a private well network for residents in which to participate in the Central Sands and Southeast Karst Region. The purpose of the Southeast Minnesota Volunteer Nitrate Monitoring Network was to monitor long term trends of nitrate concentrations in private drinking water wells throughout Southeastern Minnesota. Samples were collected from 2008 – 2012.

MDA and MDH provide technical assistance to CWSs when the nitrate level is detected above 3 mg/L. MDA had established Nitrate Testing Clinics, which has provided 50,000 well owners with testing services and educational outreach since 1993, and local partners with equipment to carry out nitrate analysis.

MDA provided free nitrate sampling to private well owners in vulnerable Townships throughout the state from 2013 to 2019 via the Township Testing Program. Of the 344 townships determined to be vulnerable statewide, 133 are in the Karst Region.

MDA was the initial partner in the *We are Water MN*, providing technical assistance, staff time, and financial investments.

MDA continues to develop and publish videos, infographics, and additional resources targeted for residents of the Karst Region.

MDA developed the Groundwater Protection Rule to support the 2015 Nitrogen Fertilizer Management Plan, which went into effect on June 28, 2019.

MDH established and enforces laws and rules for proper construction and sealing of wells and borings and provides guidance to private well owners. MDH assists and regulates public water systems by approving system construction and treatment plans in response to nitrate issues, as well as requiring PWSs to protect water sources from contamination and providing technical assistance and grants to do so. Since 1993, MDH has successfully returned 8 CWSs and 38 NCWSs back to compliance with SDWA's regulatory limits for nitrates.

MPCA created the state's Nutrient Reduction Strategy in 2014 to guide the state in reducing excess nutrients in water to meet state and downstream water quality goals.

MPCA had released the Groundwater Protection Recommendation Report in 2016 which states recommendations for preventing nitrate contamination in groundwater.

MPCA uses NPDES permits to (1) prevent manure, litter, and process wastewater discharge to surface water from Large CAFO production areas and (2) minimize nutrient movement to surface water from manure, litter, and process wastewater application to land under the control of Large CAFOs. State Disposal System-based conditions in these permits, and in SDS-only permits for Large CAFOs, are for the purpose of protecting ground water. In a July 22, 2021 letter from MPCA to EPA, MPCA underscored that it set conditions in its 2021 statewide NPDES/SDS general permit for Large CAFOs for the specific purpose of addressing existing elevated levels of nitrates in ground water (Peter Tester letter to Cheryl Newton, page one). For decades, Minnesota has operated a supplementary state law regulatory program for feedlots as small as 50 animal units (10 in shoreland).

In addition, we thank Minnesota staff for taking time to participate in recent calls and sharing information on your work to address nitrate contamination including calls with MDH on May 8, May 18, and June 20; MDA on May 18, MPCA on August 22, and a joint call with all three agencies on August 28.



December 1, 2023

Debra Shore
Regional Administrator and
Great Lakes National Program Manager
U.S. EPA Region 5
77 West Jackson Boulevard
Chicago, IL 60604

Dear Ms. Shore:

Safe drinking water is essential for the health and well-being of all Minnesotans, and while we have made great strides in recent decades to ensure the safety of drinking water in our state, there are a variety of threats that must be acknowledged and addressed by all levels of government. With that in mind, we thank you for your letter dated November 3, 2023. In this response, we outline Minnesota's collaborative plan to address nitrate contamination in aquifers in southeast Minnesota that serve as sources of drinking water and identify opportunities for federal-state partnership to accelerate that work.

In Minnesota, authorities and responsibilities for water are shared across several agencies in the Executive branch. The Minnesota Department of Health (MDH) is the lead public health agency and holds primacy for the federal Safe Drinking Water Act. Implementation of the Clean Water Act is the shared work of the Minnesota Department of Agriculture (MDA) and the Minnesota Pollution Control Agency (MPCA). Together with other state agencies and boards, these three agencies work in close collaboration to ensure actions are based on a deep understanding of water-related sciences and available data to ensure maximum effectiveness and efficiency. This collaboration has increased substantially since the advent of the Clean Water Fund in 2008, which enables the agencies to go above and beyond previous efforts to protect and restore Minnesota's waters for future generations.

We appreciate the work your agency has done to understand current state efforts to reduce inputs to, and concentrations of nitrate in, drinking water aquifers in southeast Minnesota. In discussions with your staff and in reading your letter, we understand that you are affirming the actions and programs currently in place, while directing the agencies to accelerate and expand the set of tools used to reduce nitrate inputs to groundwater.

We agree that nitrate in drinking water is an acute health risk for some Minnesotans. The majority of Minnesotans get their drinking water from community drinking water systems, and the news on this front is encouraging. Our implementation of the Safe Drinking Water Act with regard to public water systems focuses on going beyond compliance through education and technical support to prevent nitrate concentrations from reaching the level of a violation. In cases where this was not possible, the system notifies the public, and the MDH works with the system to return to compliance. However, there is ongoing concern about the 1.1 million Minnesotans who get their drinking water from private wells. As you are aware, aside from the Minnesota Well Code, which regulates the construction and sealing of wells, there are fewer statutory protections for Minnesotans who depend on these private wells.

As outlined in your letter, we intend to address nitrate contamination in three phases:

1. An immediate outreach program to again notify affected residents using private wells with known nitrate concentrations above the Maximum Contaminant Level and to provide alternate water to vulnerable populations,
2. A public health intervention to ensure safe drinking water for private wells users in the mid-term in which well owner participation is voluntary; and
3. Enhanced long-term environmental and conservation strategies to reduce nitrate concentrations in the aquifers that provide drinking water.

It should be noted that this increased level of activities will require redirection of current, limited resources and significant additional resources in the coming years. In the coming weeks, we will be reaching out to U.S. EPA Region 5 to discuss potential federal resources that can be provided to the State of Minnesota to support these efforts.

For the immediate response, MDH is working in partnership with MDA, MPCA, and local government partners to craft an outreach and public education program with consistent messaging, multiple delivery channels, and trustworthy messengers, all based on risk communication science. The communication program will include social media; news releases; paid advertisements; and brochures at childcare facilities, clinics, and Women Infants and Children program offices. Through a Clean Water Fund pilot grant to Olmsted County Soil and Water Conservation District (SWCD), a “Tap-in” collaborative of SWCDs and local public health agencies was developed in six of the eight counties included in the petition. We will work through this established local network to include the additional counties and strengthen their outreach and testing activities.

In addition, the agencies will use existing data from MDA’s Township Testing results, the initial water quality post-construction sample, and/or a local public health laboratory to identify private wells that exceed the health risk limit to notify affected residents and provide guidance

on appropriate treatment options. For vulnerable populations, pregnant people and infants under 1 year of age, we will provide vouchers for bottled water through clinics, faith communities, and other local partners as appropriate.

The details of the public health intervention are currently in discussion with the agencies, the Tap-in Collaborative, and other local partners. We expect to have a complete plan by January 15, 2024. The plan will include strategies to address the seven components outlined in your letter: coordination of government partners; identification of private wells; free testing, alternate water, and remediation where needed; robust communication and outreach; public access to data and plan progress; and quarterly reporting to U.S. EPA Region 5.

As EPA notes, Minnesota needs a long-term solution for reducing nitrate in our surface water and groundwater. We do have important elements of this solution in place.

- Minnesota manages surface waters through a robust watershed framework that has been in place since 2008. As of 2023, each watershed in the eight-county area covered by the petition has an approved comprehensive watershed management plan and will receive \$9.5 million from July 2023 and through June 2025 to implement local actions to improve water quality. Pending future legislative appropriations, continuing funding may be available to them for several more years. Local government and landowners can apply for millions more in grants and loans to achieve nutrient reductions.
- Minnesota's Nutrient Reduction Strategy (NRS) was released in 2014 as a long-term framework to specifically address nitrate pollution affecting Minnesota water resources. The NRS includes: the state of nutrients in Minnesota; sources of nutrients in state waters; goals for reducing nutrients; specific strategies to promote and advance; and ways to track progress along the way to reaching the goals. The NRS is being updated based on new information, the latest science, and changing climate and land use. The revised NRS will be available in 2025 and will include additional approaches to scale up adoption of key practices for success, many of which are beneficial for reducing groundwater nitrate in geologically vulnerable areas. The NRS has spurred program advancements and investments on many fronts.
- MDA has developed the Nitrogen Fertilizer Management Plan to reduce nitrate levels in areas with vulnerable groundwater. The goal is to work with local farmers, at the township scale, to promote and adopt recommended practices to address local groundwater problems. MDA supports research and demonstration projects to inform the development of fertilizer best management practices (BMPs) and works directly with the agricultural community to adopt these practices.

- MPCA operates feedlot and wastewater permitting programs that regulate water discharges. Each program has recently incorporated permit requirements to address nitrate. The current National Pollutant Discharge Elimination System (NPDES) feedlot general permit (issued on February 1, 2021, and expires on January 31, 2026) includes two requirements that reduce nitrogen loss from soil to water. We are reviewing suggestions made by EPA and petitioners for inclusion in future feedlot permits. Where necessary, for many years wastewater permits have contained nitrogen discharge limits to protect drinking water. In 2024, the wastewater program will implement the Wastewater Nitrogen Reduction Strategy they developed with stakeholders this past year that includes specific action steps to achieve nitrogen reductions from wastewater facilities.
- In 2019, MDA began implementing the Groundwater Protection Rule, prohibiting fall application of commercial fertilizer on 71% of cropland (approximately 1.1 million acres) in southeast Minnesota in response to community water supplies with elevated nitrate. MDA is using state-of-the-art computer modeling tools to evaluate the environmental effects of different agricultural practices in different settings, including for the karst areas of southeast Minnesota. Computer modeling tools are helping to evaluate and select practices most protective of groundwater. MDA has convened local advisory teams and is working with farmers to adopt practices which will positively impact groundwater and drinking water in the region. If this is not successful, MDA could then move to further regulation.

While all these elements are important pieces of the long-term solution, we recognize the need to continue to advance nitrate reduction work. The broad patterns of nitrate that we see in our surface waters and groundwater are caused by a combination of point and nonpoint source pollution. Reducing nitrate contamination of drinking water wells will require overlapping approaches that include both regulatory and voluntary actions that are science-based and will reduce all sources of nitrogen to our waters, and work at both the state and local levels. This is long-term, adaptive management work that is already in progress, and will operate while more immediate assistance is provided to southeastern Minnesota residents.

MDA, MDH, and MPCA are discussing how to conduct stakeholder engagement with an array of partners to explore the petitioners' recommendations, consider suggestions made by EPA, as well as investigate other options. We anticipate these meetings beginning this winter.

Timely and effective actions by state agencies in concert with local partners and the voluntary engagement of private well owners are essential to protect the health of those who depend on groundwater for drinking water. Interventions to provide safe drinking water in the near term and accelerated progress to reduce nitrogen in groundwater both depend on additional

financial resources. We look forward to advancing this work in partnership with EPA, tribal partners, other state and local partners, with stakeholders and the petitioners.

Sincerely,

Brooke Cunningham, MD, PhD
Commissioner
Minnesota Department of Health
P.O. Box 64975
St. Paul, MN 55164-0975

Thom Petersen
Commissioner
Minnesota Department of Agriculture
625 Robert Street North
St. Paul, MN 55155-2474

Katrina Kessler, PE
Commissioner
Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, MN 55155-4194

Talking Points: Nitrate in SE MN

December 1, 2023

WHAT'S HAPPENING?

Some groundwater in southeast Minnesota has unsafe concentrations of nitrate; state agencies and local partners are working together to address this issue.

- This is not a new issue. There are multiple efforts in place to address nitrate concentrations, but it may be years until the issue is fully resolved. Right now, the main focus is on immediate steps that can reduce the risk for people who get their drinking water from wells with nitrate contamination.

HOW DID THIS PROBLEM DEVELOP?

- The geology and activities on the land surface in southeast Minnesota make it more likely for higher concentrations of nitrate in groundwater.
- Public water systems regularly test and treat for nitrate in drinking water, but there are not the same protections for private well users.
- Nitrate is a particular concern for those who get their drinking water from **private wells in eight counties** in SE Minnesota.
 - Those eight counties include: Olmsted, Goodhue, Dodge, Wabasha, Fillmore, Mower, Winona, and Houston.

WHAT'S NEW

- What's new is that the U.S. EPA has used a provision in the Safe Drinking Water Act to direct state agencies to:
 - Provide notice and alternate water to people with affected wells,
 - Develop a plan to ensure safe drinking water for private wells with unsafe levels of nitrate through seven specific components, and
 - Accelerate environmental and conservation activities to reduce nitrate in drinking water aquifers.

WHO'S AT RISK?

People who are on city water and many private wells have safe drinking water.

Public water systems regularly test and treat for nitrate. The only way to know if your private well water is safe is to test the water at an accredited lab. Drinking water with nitrate concentrations above 10 parts per million is unsafe, especially for pregnant people and babies under 6 months old.

- Consuming too much nitrate can affect how blood carries oxygen and can cause methemoglobinemia (also known as blue baby syndrome).
- Babies under 6 months old who are bottle-fed formula made with tap water that has nitrate above 10 parts per million are at the highest risk of getting methemoglobinemia.

- There is more information about nitrate and health on the MDH website at [Nitrate in Drinking Water](http://www.health.state.mn.us/communities/environment/water/contaminants/nitrate.html) (www.health.state.mn.us/communities/environment/water/contaminants/nitrate.html).

HOW CAN PEOPLE PROTECT THEMSELVES AND THEIR FAMILIES?

Now is a good time to check your water quality.

- Residents on a city water system can be confident their water meets Safe Drinking Water Act standards.
 - You know you are on a city water system if you receive a monthly or quarterly utility bill for water.
 - Your public water system regularly tests for nitrate and ensures levels meet the EPA standard. You can find the level of nitrate detected in the system serving where you live by reading the system's Water Quality Report.
 - Your public water system will let you know if they detect nitrate at a level above the EPA standard.
- Residents who rely on a private well for drinking water should test their well water.
 - You cannot taste, smell, or see most contaminants in groundwater, so testing is the only way to know the nitrate concentration in your drinking water.
 - We recommend using an accredited laboratory to test your well water.
 - There is more information on MDH's website about well testing, understanding your test results and treatment options. See [Well Testing, Results, and Options](http://www.health.state.mn.us/communities/environment/water/wells/waterquality/tips.html) (www.health.state.mn.us/communities/environment/water/wells/waterquality/tips.html).

Why did the state not take the actions in the EPA letter before now?

- MDH has been working on this issue, and most of the work that EPA is asking for in the letter is already underway. What's different now is EPA is asking that we accelerate progress for those activities and also expand in several areas.
- MDH has offered two pilot grants to local partners to offer free testing and income-based financial support for remediation when needed.
- The intent of these grants was to develop ways to support private well owners and users in making sure their drinking water is safe. Lessons learned from those two pilots are being used to offer another set of grants and also formulate the plan that EPA has now asked for.
- In addition to meeting all of our statutory and rule compliance requirements under the Minnesota Well Code, MDH continues to offer robust communications and education supports for private well owners and users:
 - Webpages and translated materials on numerous topics related to private wells.
 - A CEU educational module for realtors on private wells.
 - A Private Well Forum for partners who work with private wells.
- While some modest current funding can be used, significant additional funding will be needed to carry out the public health intervention plan that will be sent to EPA in January 2024.

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



**Monthly Update
Child Protection Assessments/Investigations**

Month	2021	2022	2023
January	20	16	16
February	17	16	13
March	15	20	18
April	24	19	15
May	26	20	20
June	22	18	17
July	19	16	10
August	17	13	20
September	17	29	13
October	12	23	17
November	33	14	13
December	23	8	
Total	245	212	172

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Goodhue County
Health and Human Services

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

TO: Goodhue County Health and Human Services Board
FROM: Nina Arneson, GCHHS Director
DATE: December 19, 2023
RE: 2023 December Staffing Report

Effective Date	Status	Name	Position	Notes
12/4/2023	Backfill	Samantha Holm	Child Protection Social Worker	Replace Carly Tousignant
1/4/2024	Backfill	Katie Kosmach	Care Coordinator	Replace Lisa Richardson

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