

GOODHUE COUNTY HEALTH & HUMAN SERVICES (GCHHS) AGENDA COUNTY BOARD ROOM RED WING, MN NOVEMBER 20, 2018 10:30 A.M.

- 1. CALL TO ORDER
- 2. REVIEW AND APPROVE BOARD MEETING AGENDA:
- 3. REVIEW AND APPROVE PREVIOUS MEETING MINUTES:
 - a. October 16, 2018 HHS Board Minutes

Documents:

OCTOBER 2018 HHS BOARD MINUTES.PDF

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

Documents:

CHILD CARE APPROVALS.PDF

b. C&TC Contract

Documents:

CTC CONTRACT.PDF

c. System Of Care Grant Contract

Documents:

SYSTEM OF CARE GRANT.PDF

d. CMHS-Trimin ACS-SWS Software Support Agreement 2019

Documents:

CMHS-TRIMIN AGREEMENT.PDF

e. Zumbrota Proact License

Documents:

ZUMBROTA PROACT.PDF

f. HHS Director Annual Perfomance Evaluation

Documents:

HHS DIRECTOR 2018 ANNUAL EVALUATION.PDF

- 5. ACTION ITEMS:
 - a. Accounts Payable Mike Zorn

Documents:

ACCOUNTS PAYABLE.PDF

b. Valley View Recovery Center- Letter Of Need Request Jacob McGuire & Eric Spagenski

Documents:

VALLEY VIEW RECOVERY CENTER.PDF

c. 2019 Contracts And Rates Mary Heckman

Documents:

2019 CONTRACTS AND RATES.PDF

- 6. INFORMATIONAL ITEMS:
 - a. Goodhue County Tobacco Youth Access Ordinance David Anderson

Documents:

YOUTH TOBACCO USE POWERPOINT.PDF YOUTH ACCESS.PDF TOBACCO ORDINANCE 1999-CURRENTLY USING.PDF

b. 3rd Quarter 2018 Fiscal Report Mike Zorn

Documents:

3RD QUARTER 2018 FISCAL REPORT.PDF

- 7. FYI-MONTHLY REPORTS:
 - a. Placement Report

Documents:

PLACEMENT REPORT.PDF

b. Child Protection Report

Documents:

c. Quarterly Trend Report

Documents:

QUARTERLY TREND REPORT NOVEMBER 2018.PDF

d. Child Support Performance Measures

Documents:

CHILD SUPPORT PERFORMANCE MEASURES.PDF

e. Governor's Proclamation For Health And Human Services Worker Day December 12, 2018

Documents:

COUNTY CITY TRIBAL AND STATE HEALTH AND HUMAN SERVICES WORKER DAY - 12-12-2018.PDF

f. Fraud Prevention Investigations SFY 2018 Annual Report

Documents:

FPI 2018 ANNUAL REPORT.PDF

- 8. ANNOUNCEMENTS/COMMENTS:
- 9. ADJOURN
 - a. Next Meeting Will Be December 18, 2018 At 10:30 AM

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

GOODHUE COUNTY

HEALTH & HUMAN SERVICES BOARD MEETING

MINUTES OF OCTOBER 16, 2018

The Goodhue County Health and Human Services Board convened their regularly scheduled meeting at 10:30 A.M., Tuesday, October 16, 2018, in the Goodhue County Board Room located in Red Wing, Minnesota.

BOARD MEMBERS PRESENT:

Brad Anderson, Paul Drotos, Susan Johnson, Jason Majerus, Barney Nesseth, and Nina Pagel.

STAFF AND OTHERS PRESENT:

Nina Arneson, Mary Heckman, Mike Zorn, Lisa Woodford, Brooke Hawkenson, Bobbie Sinn, Natalie Littfin, Mara Luhmann, Jeanne Freier, and Ruth Greenslade.

AGENDA:

On a motion by J. Majerus and seconded by S. Johnson, the Board unanimously approved the October 16, 2018 Agenda.

MEETING MINUTES:

On a motion by S. Johnson and seconded by J. Majerus, the Board unanimously approved the Minutes of the H&HS Board Meeting on September 18, 2018.

CONSENT AGENDA:

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

ACTION ITEMS:

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

On a motion by J. Majerus and seconded by B. Nesseth, the Board unanimously approved a Letter of Support and Crisis Center MOU for a Regional Mental Health Crisis Center.

INFORMATIONAL ITEMS:

Family Home Visiting Grant Presentation by Brooke Hawkenson MDH Annual Report given by Ruth Greenslade

FYI & REPORTS:

Placement Report Child Protection Report

ANNOUNCEMENTS/COMMENTS:

P. Drotos announced that Speaker Jodi Pfarr would be presenting at 5:30pm at the SE Technical College this evening about Poverty.

ADJOURN:

On a motion by J. Majerus and seconded by S. Johnson, the Board unanimously 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:	November 20, 2018	Staff Lead:	Kris Johnson
Consent Agenda:	⊠Yes □ No	Attachments:	☐ Yes ⊠ No
Action Requested:	Approve Child Care Licensure Actions		

BACKGROUND:

Child Care Relicensures:

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

Child Care Licensures:

• Number of Licensed Family Child Care Homes: 84

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

GOODHUE COUNTY HEALTH & HUMAN SERVICES (H&HS)



REQUEST FOR BOARD ACTION

Requested Board Date:	November 20, 2018	Staff Lead:	Brooke Hawkenson
Consent Agenda:	⊠ Yes □ No	Attachments:	⊠ Yes □ No
Action Requested:	Approval of Child and Teen Checkup Contract, budget and work plan for 2018		

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 20 who are enrolled in medical assistance are eligible for this program.

Public Health Service staff 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 this year from the Department of Human Services is \$105,364.00.

RECOMMENDATION:

HHS recommends approval of the Child and Teen Checkup Contract, budget and work plan to continue these services in our county.

DEPARTMENT OF HUMAN SERVICES

DATE: October 11, 2018

TO: Ms. Nina Arneson, Goodhue County Health and Human Services

FROM: Amy Avery, Child and Teen Checkups Policy Specialist

SUBJECT: Child and Teen Checkups 2019 Administrative Services Budget

Attached in a PDF file, you will find a grant contract, the final copy of the approved 2019 budget, and the final approved 2019 work plan for Child and Teen Checkups (C&TC) Administrative Services. If you need the original budget Excel file and the work plan Word file that you submitted, please let me know. The budget has been finalized using the information provided by your agency in the application for this funding.

Return a PDF file by email which includes all of the approved documents which DHS has provided with signatures no later than December 17, 2018, so DHS can complete the contract process. Because the amendment has already been signed by your authorities, the budget page signature is all that's left. DHS will return one signed, fully executed original to the authorized representative by December 31, 2018.

Please return signed documents by December 17, 2018, to this email and let me know if you have any questions or concerns: <u>dhs.childteencheckups@state.mn.us</u>. Thank you.

AMENDMENT NO. 1 TO GRANT CONTRACT GRK%134368

Contract Start Date:	1/1/2018	Total Contract Amount:	\$212,742.00
Original Expiration Date:	12/31/2020	Original Contract Amount:	\$107,378.00
Current Expiration Date:	12/31/2020	Previous Amendment(s) Total:	\$-0-
Requested Expiration Date:	n/a	Amendment Amount:	\$105,364.00

This amendment is by and between the State of Minnesota, through its Commissioner of the Department of Human Services, Purchasing and Service Delivery Division ("STATE") and the county of **Goodhue County Health and Human Services, 426 West Avenue, Red Wing, MN 55066,** ("CHB") an independent contractor, not an employee of the State of Minnesota.

Recitals

WHEREAS, STATE has a Contract with CHB, identified as GRK%134368 ("Original Contract") to provide Early and Periodic Screening, Diagnosis and Treatment Administrative Services to Medical Assistance eligible children birth through 20 years of age;

WHEREAS, the STATE is in need of continued Early and Periodic Screening, Diagnosis and Treatment Administrative Services;

WHEREAS, the Original Contract does not include the total obligation to be paid in Calendar Year 2019;

WHEREAS, the STATE and CHB have agreed to amend the Original Contract to add the total obligation to be paid in Calendar Year 2019.

Therefore, the parties agree that:

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Amendment

In this Amendment, changes to pre-existing Contract language will use strike-through for deletions and underlining for insertions.

REVISION 1. Article 2, Section 2.1, Clause C, "Total obligation", is amended as follows:

C. Total obligation. The total obligation of STATE for all compensation and reimbursements to CHB shall not exceed one hundred seven thousand three hundred seventy eight dollars (\$107,378.00) for services performed in CY 2018. The total obligation of STATE for all compensation and reimbursements to CHB shall not exceed one hundred five thousand three hundred sixty-four dollars (\$105,364.00) for services performed in CY 2019.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

EXCEPT AS AMENDED HEREIN, THE TERMS AND CONDITIONS OF THE ORIGINAL GRANT CONTRACT AND ALL PREVIOUS AMENDMENTS REMAIN IN FULL FORCE AND EFFECT. IN WITNESS WHEREOF, the parties have caused this grant contract to be duly executed intending to be bound thereby.

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION:

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

By (authorized signature) N/A paid through MMIS

2. GRANTEE:

Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of the Grantee

By J
Title Djutcher
Date 8 1 2014

I certify that the signatories for the Grantee have lawful authority, by virtue of the corporate by-laws or a corporate resolution, to bind the Grantee to the terms of this grant contract.

(Attorney for Grantee)
Ву
State N. Beliker
Title
Goodhine Courty Attorney
Date
8/22/ 2018

3. STATE AGENCY:

Individual certifies the applicable provisions of Minn. Stat. §16B.97, subdivision 1 and Minn. Stat. §16B.98 are reaffirmed.

By (authorized signature)
Title
Date

Child and Teen Checkups 2019

Submit one budget for CHB/Tribal Nation

Name of CHB/Tribal Nation:

Goodhue County Health and Human Services

Attachment 1

Page 1

8681.5

Estimated number of CHB/Tribal Nation C&TC Eligible Children 3,976 (From Bulletin Appendix A or A-1) A. COMPENSATION COSTS

1. Direct Staffing Costs Full-Time Annual Total Salary/Wages Position C&TC Equivalent Salary and Wages Fringe Benefits and Fringe Benefits Hours (FTE) Supervisor 20 0.01 \$655.00 \$202.00 \$857.00 **Outreach Staff** 516 0.25 \$22,885.00 \$9,378.00 \$32,263.00 Clerk or Support Staff 1,590 0.76 \$39,530.00 \$14,165.00 \$53,695.00 Totals 2,126 1.02 \$63,070.00 \$23,745.00 \$86,815.00 2. Equipment: C&TC screening equipment is not an allowable expense. Equipment \$0.00 Computer Costs expenses must be prorated for C&TC use. Computer equipment purchases require prior approval. (Please attach description and justification of equipment expenses. Other Equipment \$0.00 Capital purchase descriptions must include cost effectiveness justification.) Costs 3. Other Direct Costs Office Supplies \$77.00 Printing \$3,000.00 Postage \$3,000.00 Telephone \$0.00 Office Space \$0.00 \$0.00 Interpreter/Translation Services MDH Training Conferences/Workshops/Meetings/Fees: plan for at least 1 regional C&TC coordinator meeting @ \$30 per person; 1 Screening in Early Childhood regional workshop at \$50 per person; MDH C&TC screening trainings ranging from \$600/3 day to \$16 per contact hour for ad hoc/updates; other C&TC \$240.00 training provided by MDH @ \$96 per person. Do not include training costs for PHNs not performing C&TC screening services. C&TC Outreach Supplies (please list a description including estimated amount of items and cost per item \$3,310.56 on page 3 Attachment 1) **C&TC Outreach Advertisement** (*Please list and attach a description/ad copy/mock up for each ad*) \$0.00 Other (publications, exhibit fees, miscellaneous, etc.) (Please list and attach a description). \$0.00 **Total Other Direct Costs** \$9,627.56 4. SUBCONTRACTS/CONSULTANTS COSTS (Please complete Appendix C.) \$0.00 5. INDIRECT COST – Use a standard indirect cost allowance equal to only 10% of the direct salary and

fringe benefits of providing the service in lieu of determining the actual indirect cost. Any other indirect cost

rate must be based on and supported by a cost allocation plan. (See 'Input' tab)

Child and Teen Checkups 2019

Attachment	1	
Page	2	

6.	Total Compensation	Cost – (Sum of A	l through A5)
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B. TRAVEL COSTS

 Mileage: 400 miles at 30 cents per mile (Commissioner's rate or CHB/Tribal Nation rate, whichever is less). As of July 1, 2013, the mileage reimbursement rate is 57.5 cents per mile. 	\$120.00
2. DHS/MDH C&TC designated training conferences/workshops/meetings (mileage, lodging, meals, per diem, to attend conferences/workshops/meetings)	\$120.00
Total Travel (Sum B1 and B2)	\$240.00
C. Total Budget Request (Sum of A and B) (Rounded to the nearest dollar)	\$105,364.00

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

For CHB/TRIBAL Nation: _____

For STATE: _____ Date: _____

Date: _____

Table 3 - C&TC Outreach Supplies

		Estimated Cost per	
Outreach Supply Item	Estimated Quantity	ltem	Estimated Subtotal
dome custom light/safety night light	150	\$3.05	\$457.50
dental kit (toothbrush, paste, floss, timer)12/set	16	\$24.99	\$399.84
digital thermometer	200	\$3.79	\$758.00
lip balm/sunscreen	250	\$1.25	\$312.50
sunglasses	160	\$1.99	\$318.40
reusable bags	300	\$1.09	\$327.00
crayons-4 pack boxes	250	\$0.39	\$97.50
s/h sunglasses/reuseable bags/crayons	0	\$0.00	\$0.00
hand sanitizers 36, 1oz/item	4	\$33.63	\$134.52
Taking Care of Young Children's Teeth flier eng 110/pkt	10	\$9.00	\$90.00
Total			\$2,895.26

All items must include the C&TC logo and local C&TC contact information. Special exceptions for the C&TC logo may be made for some outreach supplies.

OBJECTIVE 1:

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. 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 foster care families/children.

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.

CHB/Tribal Nation Name:	2017: <u>65 %</u> 2018: <u>%</u> y total # CHB eligibles – IS-416 county participation	Name of C&TC Program Coordinator(s): (multi-county CHBs: list each Coordinator and county name) _Jane Schwartau, RN, PHN
Required Activities	Describe the methods	used to complete these required activities.
 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. Effectively inform newly eligible families/children about the benefits of participation in the C&TC 	software system dat families/children is III monthly downlo All families are conta	acted within 60 days when they become
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 7 th grade reading level in all written communication. Provide communication through interpreter or translated written material when appropriate.		
3. Foster care families/children should be informed through responsible CHB/Tribal Nation child case or social workers, foster care parents, or legally responsible guardians. At least annually, inform foster care homes/institutions, appropriate social workers of C&TC Program services available to foster care children. Work with foster care child	worker, then on to the f they would like, regard more often based on the schedule. Outreach will regarding the program,	ren in foster care are forwarded to the social family so they have the option to contact us, if ing C&TC. Letters are sent at least annually or e child's age and according to the periodicity l also be done annually with social workers including information regarding periodicity ach incentives are supplied to children in foster

Attachment 2 Page 2

Child and Teen Checkups (C&TC) 2018-2020 Administrative Services Work Plan

Required Activities		Describe the methods used to complete these required activities.	
4.	Provide effective means to inform those eligible families/children who are blind, deaf or who cannot read or understand the English language.	Families are provided both written information as well as a phone call, home visit, or office visit at a WIC clinic. 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. Written information such as welcome letters, periodicity mailings, and monthly newsletters are also readily available in Spanish.	
5.	After effectively informing families/children about C&TC, determine if their response is "yes", "no" or "undecided" about accepting C&TC benefits. Document their response in CATCH system. New families will appear in the CATCH system 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 "U" families as undecided 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 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.	
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. Utilize C&TC Parent Checklists. Maintain dated documentation of all reminder activities.	Periodicity reminder letters are generated and sent each week using the Catch III software system database. Parent checklist will be included in each reminder letter when the state updates. C&TC brochure DHS 1826 is also included in all reminder letters. Outreach is also done at WIC clinics 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 about the C&TC program and its benefits.	Meetings are held annually with income maintenance staff and social services staff. Meetings are also held on an as needed basis with staff supervisor to communicate goals and explore additional outreach methods. Conduct periodic program updates and training for local agency staff to encourage providing program outreach and consistency in information. C&TC coordinator attends monthly family health staff meetings to keep staff up to date on new program information. WIC staff are also updated by C&TC staff on an annual basis and as needed to address changes in program and to review	

		guidelines.
9.	Other activities provided to meet this objective:	

OBJECTIVE 2:

Provide assistance for families and children to access C&TC services.			
Wi arra Inf wri	anging transportation and interpreter services. Docume ormation about current C&TC providers, dental provide	ve assistance with scheduling screening and referral appointments, and ntation must be kept that indicates recipients received assistance. ers, transportation services, interpreter services, etc. must be available in es or referral follow-up services should be included in all appropriate	
CHB/Tribal Nation Name:Goodhue County Work Plan for (check one): 2018: 2019 X_ Check year if Attachment 2 is revised for 2 nd year of contract. Make revisions in red. 2020: Check year if Attachment 2 is revised for 3rd year of contract. Make revisions in red.			
Required activities		Describe the methods used to complete these required activities.	
1.	Of the newly eligible families/children, identify those needing assistance with obtaining services. To identify families/children needing assistance, contact in writing, orally and/or face-to-face. Document all contacts in CATCH.	Catch III introduction letter list is used to identify new families eligible for C&TC services. Families are then followed up with a phone call, office visit at WIC, or home visit to discuss need for services and if assistance is needed to schedule an appointment or answer any questions and give information regarding the C&TC program.	
2.	Assist families/children, who request assistance, with obtaining screening and/or referral services within 10 days of the request. Keep dated documentation.	Families requesting assistance with screenings are contacted within 10 days of Public Health Service 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.	
3.	Offers of assistance with obtaining C&TC screening or follow-up services should be included in all appropriate letters, telephone calls and face-to-face contacts with eligible families/children.	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.	
4.	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, telephone numbers, and service hours. Lists should be updated at least twice a year.	Current list of providers is maintained at Public Health Service. 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 provider including vision and hearing screening information is updated semiannually on this list. This list is also available via the C&TC page on the Goodhue County website and in Spanish.	

Required activities		Describe the methods used to complete this activity.	
5.	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 Public Health Service. Transportation information is provided upon request including addresses, phone numbers and service hours with introduction letters to newly eligible clients. Assistance in making transportation arrangements to appointments as needed is available as needed. This list is updated when changes occur and annually.	
6.	Maintain written list with information about alternate, available methods of communication such as sign language interpreter services, Braille, language interpreter services and translated materials. Update as needed or at least annually.	TDD is available at Goodhue County Courthouse. Current list on file at Social Services. Intercultural Mutual Assoc. available for 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. Plan to look into getting brochures and letters in Braille. This list is updated annually.	
7.	Provide follow-up on referrals for diagnosis and/or treatment made during a C&TC screening to determine if child has received the referral services. Offer assistance, as needed, with making an appointment, transportation or interpreter arrangements, etc. To obtain screening referral information, run appropriate CATCH system report at least monthly. Keep dated documentation.	Referral information is generated from the Catch III system on a monthly download. This list is printed and follow up is done with families to assess if referral services have been received. Monthly report is run via Catch to keep updated on appropriate referral information. Follow-up results and information are documented in Catch.	
8.	Other activities provided to meet this objective:		

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 services at any time. If a family chooses not to participate in the C&TC Program, 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 renotification about the program on an annual basis if there is no indication of any eligible child in the family receiving C&TC screening services.

CHB/Tribal Nation Name: <u>Goodhue County</u>	
Work Plan for (check one):	
2018:	
Required activities	Describe the methods used to complete these required activities.
 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.
 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 an office visit at WIC clinic. 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 renotified 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 an office visit at WIC clinic. All contacts are documented within the Catch III system.
4. Other activities provided to meet this objective:	

OBJECTIVE 4: To coordinate C&TC services with related programs.			
C&TC mu determina Head Star	tion of possible eligibility is required. C&TC m	dren (WIC) Programs. Referral of C&TC enrollees to WIC for ust also be coordinated as appropriate with other child programs including public schools and immunization programs/registries. In Minnesota, this ealth Services.	
CHB/Tribal Nation Name: <u>Goodhue County</u> Work Plan for (check one): 2018: 2019: X Check year if Attachment 2.4 is revised for 2 nd year of contract. Make revisions in red. 2020: Check year if Attachment 2.4 is revised for 3rd year of contract. Make revisions in red.		Guidelines: Please read requirement above. (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.	
Agency:		Describe collaborative, community activities	
possil	appropriate C&TC enrollees to WIC for ble eligibility determination and appropriate clients to C&TC. This is required.	A list is generated by the C&TC coordinator of all eligible families/children. The outreach worker/PHN makes contact with MA recipients at WIC pickup sites. Families are then given information on a face to face basis regarding C&TC information and phone numbers are also given if assistance is needed to schedule an appointment. All C&TC eligible families are sent a brochure describing WIC, and 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. Outreach is done with families in conjunction with fluoride varnish applications done by a Public Health Nurse at WIC clinics during summer months.	
2. Head	Start	C&TC screenings are offered to Head Start children via physician offices. Public Health Service 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.	
[ECS]		Colvill Family Center provides co-location activities of Head Start, ECFE, ECSE, and preschool programs.	
	Programs (e.g. home visiting if appropriate)	Family health nurses make C&TC outreach visits at their regularly scheduled home visits. C&TC outreach coordinator attends Family Health Staff Meetings, and will be coordinating with intensive Evidence Base Home Visiting program (Healthy Families of SE MN).	
Progr Healt [e.g. t	(Children's Mental Health, Housing ams, Information and Referral Services, h Related Services, Daycare, Support Services transportation, health education, counseling], porative activities, health fairs, etc.)	Available as a resource for community as needed, including transitional housing and women's center clients. Collaboration with local SHIP program provided outreach and incentives at local SHIP events. Outreach and incentives provided at Zumbrota Family Expo, Goodhue County Fair, local mental health event (Make It OK), collaboration with fluoride varnishing event at WIC sites.	

OBJECTIVE 5: Recruit and train local providers about the C&TC Program.

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 do outreach to C&TC provider clinics to promote the C&TC Program, to encourage compliance with C&TC Program requirements, to assist in the assessment of C&TC training needs, to 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, to act as a referral source and to offer C&TC Program technical assistance as needed.

CHB/Tribal Nation Name: <u>Goodhue County</u> Work Plan for (check one): 2018: 2019: <u>X</u> Check year if Attachment 2.5 is revised for 2 nd year of contract. <i>Make</i> <i>revisions in red.</i> 2020: Check year if Attachment 2.5 is revised for 3rd year of contract. <i>Make</i> <i>revisions in red.</i>	Guideline: C&TC Administrative Services agencies are required to identify and provide information and technical assistance to al C&TC providers availab to families/children. C&TC Administrative Services agencies may provide training on C&T Program requirements. C&TC Administrative Services Agencies shoul promote C&TC trainings offered through the DHS interagency agreement with MDH. This include communicating the	1 2017: <u>4.052</u> 2018: <u>3976</u> 2019: Current # of C&TC Providers – (# clinics and satellites within CHB border or Tribal Nation Contract Health Services Delivery Area (CHSDA). 2017: <u>7</u> 2018: <u>8</u> 2019: d Current # C&TC clinics, within CHB border or Tribal Nation CHSDA, offering C&TC services to new (as well as existing) MA enrollees.
	 trainings being offered a contacting MDH to requ trainings for their local C&TC providers. MDH staff is available to train local providers on C&TC screening components. *Note: In third column: For contract year 2018, complete the 2017 column. For contract year 2019, complete the 2017 and 2018 columns. For contract year 2020, complete the 2017, 2018, and 2019 columns. 	estCurrent # of Dental Providers – (# clinics within CHB border or Tribal Nation CHSDA)2017:182017:182018:172019:17

Required Activities		Describe the methods used to complete these activities.	
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.	Annual meetings are held with local C&TC providers regarding program updates, training, and visit components. MDH and DHS are also invited to annual meetings. Regularly remind providers of updates located in the online provider guide. 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.	
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 coordinators attend regional C&TC meeting on a quarterly basis to discuss information and resources with other C&TC coordinators to promote consistent messages to children/families. 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 Child and Teen Checkup. 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 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 C&TC Provider Guide web link as needed and as updates to the guides are available, inform providers of these changes to the <u>Minnesota</u> <u>Health Care Program Provider Manual – C&TC</u> <u>Section</u> . Provide web links to each provider with related C&TC information. For providers needing additional information, coordinate with local health plan representatives to provide essential contact and program information.	South Country Health Alliance is the health plan for Goodhue County at this time. Public Health will continue to distribute Provider Guide web link as needed and as updates are available. We are also meeting quarterly with PMAP plan mangers to facilitate information sharing. The provider manual web link is also available under the provider tab of our C&TC page on the Goodhue County website.	
5.	Act as a referral source for C&TC provider billing issues, e.g., refer providers to the billing information section and resource telephone lists for health plan representatives in the C&TC Provider Guide. 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 as resource is available through PHS. PHS will refer providers 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. 7.	Maintain current C&TC medical and dental provider lists. These lists should be updated as needed or at least twice annually. Other activities provided to meet this objective:	Current listing is on file at Public Health Service. Medical and dental provider lists are updated a minimum of twice a year and are available in Spanish and on our Goodhue County website.	
/.	Such activities provided to meet this objective:		

GOODHUE COUNTY HEALTH & HUMAN SERVICES (GCHHS)



REQUEST FOR BOARD ACTION

Requested Board Date:	November 20, 2018	Staff Lead:	Kristin Johnson
Consent Agenda:	⊠Yes □ No	Attachments:	⊠ Yes □ No
Action Requested:	Approve Systems of Care Grant		

BACKGROUND:

The Substance Abuse and Mental Health Services Administration (SAMHSA) has provided federal leadership and grant opportunities for states, tribes, and communities interested in partnering with families and youth in building a coordinated network of community-based services across child serving agencies. SAMHSA is interested in service innovation and community partnerships to develop community-based services embedded in system of care values across the country.

Minnesota DHS received a System of Care (SOC) Expansion and Sustainability Grant. DHS, in partnership with families and youth, the Department of Corrections, Education and Health, 36 Minnesota counties, Fond du Lac, advocacy organizations, and community partners are committed to expand mental health services for children and youth with serious mental illness and their families.

Goodhue County is a partner in the SAMHSA grant effort. Goodhue County will partner with MNPrairie County Alliance and Olmsted County to provide Collaborative Intensive Bridging Services (CIBS). CIBS is an effort to pilot integrated mental health interventions for children with serious emotional disturbance who are at risk of extended residential treatment. CIBS combines rigorous targeted case management and intensive community-based therapeutic services with a brief residential treatment placement for children. CIBS is an evidence based intervention that has been successful in improving the overall functioning of children with serious emotional disturbance and reducing the need for more intensive mental health services.

The state of Minnesota will also use SAMHSA grant funds (outside of the Goodhue County grant allotment) to provide extensive training for therapists, case managers, and supervisors to implement the program. Goodhue County HHS was awarded \$193,900 over the grant period which is 2018 to 2021. The Department of Human Services is utilizing the Systems of Care pilot project to demonstrate the effectiveness of the program and justify Medicaid reimbursement for a broader array of mental health services, including CIBS.

RECOMMENDATION: The HHS Department recommends approval as requested.

State of Minnesota Department of Human Services County Grant Contract

RECITALS

THIS GRANT, and amendments and supplements thereto, is between State of Minnesota, acting through its Department of Human Services Behavioral Health Division (hereinafter STATE) and the county of Goodhue, an independent contractor, not an employee of the State of Minnesota, address: 426 West Avenue, Red Wing, MN 55066, (hereinafter GRANTEE), witnesseth that:

The STATE, pursuant to Minnesota Statutes, section 256.01, subdivision 2(a)(6) is empowered to enter into contracts for the following services: Pilot integrated mental health interventions that combine rigorous targeted case management and intensive community-based therapeutic services with a brief residential treatment placement for children with serious emotional disturbance. Grantee's will implement the Collaborative Intensive Bridging Services Model, <u>https://www.facts-mn.org/services/cibs/collaborative-bridging-cibs</u>, or create and implement a similar model to be approved by the SOC Clinical Director in consultation with SOC Project Director. With the goal of statewide adoption at the end of this contract.

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

GRANTEE represents that it is duly qualified and willing to perform the services set forth herein.

NOW, THEREFORE, it is agreed:

1. GRANTEE'S DUTIES. GRANTEE shall: GRANTEE's duties are contained in Attachment A, which is attached and hereby incorporated into this grant contract.

2. CONSIDERATION AND TERMS OF PAYMENT.

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

(a.) Compensation. GRANTEE will be paid pursuant to Attachment B, "Budget", which is attached and hereby incorporated into this grant contract.

(b.) Reimbursement. Reimbursement for travel and subsistence expenses actually and necessarily incurred by GRANTEE'S performance of this grant contract shall be no greater amount than provided in the current Commissioner's Plan (which is incorporated by reference) promulgated by the Commissioner of Minnesota Management and Budget. GRANTEE shall not be reimbursed for travel and subsistence

expense incurred outside the State of Minnesota unless it has received prior written approval for such out of state travel from the STATE.

(c.) Total obligation. The total obligation of the STATE for all compensation and reimbursements to GRANTEE shall not exceed one hundred ninety-three thousand nine hundred dollars (\$193,900.00).

d. (If applicable.) For compensation payable under this grant contract, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by the State as required.

2.2. Terms of Payment

(a.) Payments shall be made by the STATE promptly after GRANTEE'S presentation of invoices and quarterly reports for services performed and acceptance of such services by the STATE'S authorized agent pursuant to Clause 7. Invoices shall be submitted in a form prescribed by the STATE and according to the following schedule: Invoices must be submitted within thirty (30) days after the quarters ending March 31st, June 30th, September 30th and December 31st of each year of the contract. Invoices will be submitted based on hours worked during the quarter plus all other allowable expenses incurred. Each invoice will be submitted with a quarterly report detailing work completed during the previous quarter; work planned for the following quarter; overall project status related to scope, timeline, and budget; and an indication of any challenges experienced and a plan for mitigating these challenges. Progress reports are necessary for the STATE to assess performance, and therefore payment will not be made against invoices if progress reports are not duly submitted.

(b) Payments are to be made from federal funds obtained by the STATE through Catalog of Federal Domestic Assistance (CFDA) No. 93.104 System of Care Expansion and Sustainability Cooperative-5H79SM080155-02. If at any time such funds become unavailable, this grant shall be terminated immediately upon written notice of such fact by the STATE to the GRANTEE. In the event of such termination, GRANTEE shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

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

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

5. TERMS OF CONTRACT. This grant shall be effective on **October 8, 2018**, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section

16C.05, subdivision 2, whichever occurs later, and shall remain in effect through **September 29, 2021**, or until all obligations set forth in this grant contract have been satisfactorily fulfilled, whichever occurs first. GRANTEE understands that NO work should begin under this grant contract until ALL required signatures have been obtained, and GRANTEE is notified to begin work by the STATE's Authorized Representative. The GRANTEE shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: 10. Liability; 11. State Audits; 12. Information Privacy and Security; 13. Intellectual Property Rights; and 19. Jurisdiction and Venue.

6. CANCELLATION.

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

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

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

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

7.1. State. The STATE'S authorized representative for the purposes of administration of this grant contract is Bill Wyss or their successor. Such representative shall have final authority for acceptance of

GRANTEE'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 2.2.

7.2. Grantee. The GRANTEE's Authorized Representative is Kristin Johnson, or their successor, phone number: 651-385-2022. If the GRANTEE's Authorized Representative changes at any time during this grant contract, the GRANTEE must immediately notify the STATE.

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

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

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

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

12. INFORMATION PRIVACY AND SECURITY.

- A. It is expressly agreed that STATE will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to GRANTEE under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic, or protected nonpublic by statute, federal law or temporary classification. Minn. Stat. § 13.02, subd. 8a.
- B. It is expressly agreed that GRANTEE will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. § 160.103, on behalf of STATE for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, GRANTEE is not a "business associate" of STATE, as defined in HIPAA, 45 C.F.R. § 160.103 as a result of, or in connection with, this grant contract. Therefore, GRANTEE is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this grant contract. If GRANTEE has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this grant contract, GRANTEE will be responsible for its own compliance.

13. Intellectual Property Rights.

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

Ownership. The STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this grant contract. The Works and Documents will be the exclusive property of the STATE and all such Works and Documents must be immediately returned to the STATE by the GRANTEE upon completion or cancellation of this grant contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, GRANTEE must cite the data, or make clear by referencing that STATE is the source.

Responsibilities.

Notification. Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by the GRANTEE, including its employees and subcontractors, and are created and paid for under this grant contract, the GRANTEE will immediately give the STATE'S Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon. The GRANTEE will assign all right, title, and interest it may have in the Works and the Documents to the STATE.

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

Duty not to Infringe on intellectual property rights of others. The GRANTEE represents and warrants that the Works and Documents created and paid for under this grant contract do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 10, the GRANTEE will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the STATE, at the GRANTEE'S expense, from any action or claim brought against the STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. The GRANTEE will be responsible for payment of any and all such

claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the GRANTEE'S or the STATE'S opinion is likely to arise, the GRANTEE must, at the STATE'S discretion, either procure for the STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the STATE will be in addition to and not exclusive of other remedies provided by law.

14. AFFIRMATIVE ACTION and NON-DISCRIMINATION

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

Non-Discrimination.

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

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

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

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

The GRANTEE will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the GRANTEE is bound by the terms of Minnesota Statutes, section 363A.36 of the Minnesota Human Rights Act and is committed to take

affirmative action to employ and advance in employment minority persons, women, and persons with physical and mental disabilities.

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

15. WORKERS' COMPENSATION. The GRANTEE certifies that it is in compliance with Minnesota Statute, section 176.181, subdivision 2, pertaining to workers' compensation insurance coverage. The GRANTEE'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

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

17. OWNERSHIP OF EQUIPMENT. Disposition of all equipment purchased under this grant contract shall be in accordance with title 45, code of federal regulations, part 92. For all equipment having a current per unit fair market value of \$5,000 or more, the STATE shall have the right to require transfer of the equipment (including title) to the Federal Government or to an eligible non-Federal party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

18. FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT

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

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

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

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore GRANTEE certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. GRANTEE'S certification is a material representation upon which the grant contract award was based.

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

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

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

22. OTHER PROVISIONS.

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

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

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

22.4. Contingency Planning. The parties agree that services under this contract include

Priority 2 obligations. Within 90 days of the execution of this grant contract, GRANTEE and any subcontractor will have a contingency plan. The contingency plan shall:

(a) ensure fulfillment of Priority 2 obligations under this grant contract;

(b) outline procedures for the activation of the contingency plan upon the occurrence of a governor or commissioner of the Minnesota Department of Health declared health emergency;

(c) identify an individual as its Emergency Preparedness Response Coordinator (EPRC), the EPRC shall serve as the contact for the STATE with regard to emergency preparedness and response issues, the EPRC shall provide updates to the STATE as the health emergency unfolds;

(d) outline roles, command structure, decision making processes, and emergency action procedures that will be implemented upon the occurrence of a health emergency;

- (e) provide alternative operating plans for Priority 2 functions;
- (f) include a procedure for returning to normal operations; and
- (g) be available for inspection upon request.

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

APPROVED:

3.	STATE	AGENCY

By (with delegated

authority):

Title:_____

Date:

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

Ву:_____

Date:_____9/21/18______

Grant No:____147968_____

Ву:_____

Title:

Date:_____

2. GRANTEE

Signatory is authorized by applicable articles, by-laws, resolutions, or ordinances to sign on behalf of the Grantee.

Distribution:

Agency - Original (fully executed) contract

Grantee

State Authorized Representative

I certify that the signatories for the Grantee have lawful authority, by virtue of the corporate by-laws or a corporate resolution, to bind the Grantee to the terms of this grant contract.

(Attorney for Grantee)

By:_____

Title:_____

Date:_____

Overview: Grantee will provide the following deliverables as outlined in this Attachment A for the Minnesota System of Care (SOC) Expansion Project. This attachment describes the duties and deliverables to be performed by Grantee.

Deliverables	Timeline	
Years 1-3		
Family Engagement		
Coordinate with National Alliance on Mental Illness-Minnesota (NAMI-MN) to offer classes for parents and families who are using the children's mental health system.	Ongoing	
Ensure local SOC partners (agencies and individuals involved in the local SOC efforts including but not limited to county staff, service providers, juvenile justice staff, community leaders, spiritual leaders, law enforcement, medical providers, educators, business members, etc.) receive education on family engagement. Grantee will work with NAMI-MN to coordinate family engagement education opportunities for the local SOC partners.	Ongoing	
 Family Input and Participation in Policy Development and Systems. Grantee will report: Input gathered by GRANTEE from families related to: the development of SOC services and barriers, through various methods (surveys, interviews, and in-person) to be measured by number of individuals giving input and number of opportunities to give input. Number of parents/caregivers participating in local system of care meetings and activities. Number of policy and procedure changes as a result of family input. 	Ongoing	
Identify county/region lead responsible for SOC family engagement.	Within 6 months of contract execution	
Youth Engagement		
Ensure SOC youth (youth who are receiving services and/or support through the SOC grant) are provided access to education on leadership skills, effective use of their story or experience, how to impact systems change, and/or youth mental health topics from Minnesota Association for Children's Mental Health (MACMH).	Ongoing	
Ensure local SOC partners receive education on youth engagement.	Ongoing	
Youth Input and Participation in Policy Development and Systems. Grantee will report:	Ongoing	
	Input gathered from youth re: needs and gaps in services through various methods (Youth group conversations, surveys, interviews, and in-person) to be measured by number of individuals giving input, and number and description of opportunities for input.	
---------	---	---
2.	Number of youth participating in local system of care meetings and activities.	
3.	Number of policy and procedure changes that were made as a result of youth input.	
4.	Substance of policy and procedure changes resulting from youth input.	
	y county/region lead responsible for SOC youth engagement.	Within 6 months of contract execution
	Equity	
	ss the cumulative impact of stressful experiences and environments.	
	ee will complete and report:	A
1.	Complete annual SOC cultural diversity training as provided by STATE SOC	Annually
2	staff. Report number of staff attended.	Ongoing
2.	Review and/or revise health equity policies in consultation with SOC	Ongoing
Dovolo	Cultural and Linguistic Competence Lead (DHS staff person). p a community engagement plan subject to approval by SOC Cultural and	Report
	tic Competence Lead.	efforts
Grante	•	and data
	Create or leverage an SOC committee and/or workgroup that represents	quarterly
1.	the diversity in the local community, to coordinate and develop policy that proactively promotes the reduction of health disparities and the achievement of health equity.	quarterry
2.	Assist SOC partners to receive Cultural and Linguistically Appropriate Services (CLAS) Standard training provided by DHS SOC Cultural Linguistic lead.	
3.	List community outreach events that GRANTEE coordinate to engage youth and families from diverse communities.	
4	If applicable, include other planning items as agreed and approved by SOC	
	Cultural and Linguistic Competence Lead.	
Cultura	al and Linguistically Appropriate Services (CLAS) Standards:	
1.		Ongoing
	Cultural and Linguistic Competence Lead.	
	a. CLAS Standard 2: Advance and sustain organizational governance	
	and leadership that promotes CLAS and health equity through	Report
	policy, practices and allocated resources.	efforts
	i. Complete annual SOC cultural diversity training as provided	Quarterly
	by STATE SOC staff. Report number of staff attended.	/
L		

	 ii. Grantees will coordinate culturally appropriate services to meet the individual needs of SOC families. Report number of referrals to culturally appropriate service providers. b. CLAS Standard 5: Offer interpretive services to individuals who have limited English proficiency and/or other communication needs, at no cost to them, to facilitate timely access to all health care services. 	Ongoing
	 i. Report the number of individuals provided language access services. ii. Provide SOC documents in the child and/or family's preferred language. 	Ongoing
	c. CLAS Standard 13: Partner with the community to design,	
	implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.	Ongoing
	 Identify and implement strategies to engage diverse communities. 	Ongoing
	ii. Partner with Wilder Research to measure family	
	satisfaction regarding culturally and linguistically	Within 6
	appropriate care.	months
2.	Identify county/region lead responsible for SOC Health Equity and CLAS	of
	Standards.	contract execution
Evalua	tion	execution
Grante		Ongoing
	Establish and execute business associate agreements with Wilder	Oligonia
	Research.	
2.	Share contact information for children/youth/families who enroll in services to Wilder Research.	
3.	Participate in periodic surveys or interviews with Wilder Research staff	
	Provide data and complete required documentation, as required by	
	Wilder Research in consultation with SOC Project Director, regarding the	
	services provided to children/youth/families through SOC funding.	
5.	Use evaluation data for continuous quality improvement efforts.	
Social	Marketing	
-	op and submit social marketing plan in partnership with SOC Social	6 months
Marke	ting Lead. Report progress in goal(s) and outcome(s) as, requested by	from the
STATE measu	, to the STATE or its partners in conjunction with reporting of other res.	execution of
		contract
		and
		ongoing

Arrange and attend at least one social marketing plan review meeting with the Local SOC Social Marketing Committee and/or the STATE to discuss social marketing and communications goals.	At least once every 6 months for duration of contract
Intensive Bridging Services:	Ongoing
Implement integrated mental health interventions that combine rigorous targeted case management and intensive community-based therapeutic services with a brief residential treatment placement for children with serious emotional disturbance. Grantee's will implement the Collaborative Intensive Bridging Services Model, <u>https://www.facts-mn.org/services/cibs/collaborative-bridging- cibs</u> , or create and implement a similar model to be approved by the SOC Clinical Director in consultation with SOC Project Director. Grantee will: Comply with evaluation requirements as required by Wilder Foundation in consultation with SOC Project Director.	
Sustainability	
Grantee will: Leverage third party billing and other funding sources to fund an individual's service, and only use funding under this contract as funding of last resort. This may include third party billing, Medicaid, and other funding resources. Develop and submit sustainability funding plan for services that have potential funding sources. (This is not system sustainability, which is the STATE's responsibility).	Annually

BUDGET SUMMARY FORM

A separate budget summary is required for each year. Dollar amounts should be rounded to the nearest dollar (e.g. \$1.49 or less = \$1.00 and \$1.50 or more = \$2.00).

Indirect cost rates may be allowable if sufficient cost detail is submitted justifying the indirect cost rate. If the agency has negotiated an indirect cost rate with the federal government, submit the letter announcing the approved rate and the exhibits detailing indirect and direct costs for the agency. <u>Submitting the rate itself is not sufficient</u>. Indirect costs may also be reimbursed if no federal rate exists if the applicant submits a detailed listing of all direct and indirect costs for the most recent fiscal year. State any explanations on a separate page and attach. The Behavioral Health Division is under no obligation to reimburse indirect costs unless approved in advance as part of the grant contract agreement.

BUDGET SUMMARY Year 1	BUDGET SUMMARY Year 2	BUDGET SUMMARY Year 3	
Grant Year 2018 to 2019	Grant Year 2019 to 2020	Grant Year 2020 to 2021	

CATEGORY	TOTAL BUDGET Year 1	CATEGORY	TOTAL BUDGET Year 2	CATEGORY	TOTAL BUDGET Year 3
Personnel/Salaries	\$	Personnel/Salaries	\$	Personnel/Salaries	\$
Fringe Benefits	\$	Fringe Benefits	\$	Fringe Benefits	\$
Travel	\$	Travel	\$	Travel	\$
Program Costs/Direct Assistance	\$50860	Program Costs/Direct Assistance	\$50860	Program Costs/Direct Assistance	\$50860
Client Incentives	\$	Client Incentives	\$	Client Incentives	\$
Training, Staff Development, Licensure	\$	Training, Staff Development, Licensure	\$	Training, Staff Development, Licensure	\$
Supplies & Materials	\$	Supplies & Materials	\$	Supplies & Materials	\$
Equipment	\$	Equipment	\$	Equipment	\$
Facility Costs	\$	Facility Costs	\$	Facility Costs	\$
Contractual Services	\$3000	Contractual Services	\$3000	Contractual Services	\$3000
Insurance	\$	Insurance	\$	Insurance	\$
Evaluation	\$5386	Evaluation	\$5386	Evaluation	\$5386
Other	\$5386	Other	\$5386	Other	\$5386
Total Direct Costs	\$64632	Total Direct Costs	\$64632	Total Direct Costs	\$64632
Indirect Cost (See note above, attach indirect cost detail)	\$	Indirect Cost (See note above, attach indirect cost detail)	\$	Indirect Cost (See note above, attach indirect cost detail)	\$
TOTAL Budget Year 1	\$64632	TOTAL Budget Year 2	\$64632	TOTAL Budget Year 3	\$64632

BUDGET JUSTIFICATION FORM

A separate budget justification is required for each year. Dollar amounts should be rounded to the nearest dollar (e.g. \$1.49 or less = \$1.00 and \$1.50 or more = \$2.00). The tables below will expand as necessary.

The budget justification must contain a complete breakdown of budget category items. The budget justification must also contain summary calculations and formulas for each item of cost in a category and the basis for each calculation. In any case where a category item is not clearly related to the project goals or activities, additional justification should be provided. Travel reimbursement must be in accordance with State of Minnesota travel regulations. Salaries should be listed as FTE, hours per week, number of week times the rate of pay, equal total salary.

BUDGET JUSTIFICATION Year 1 Grant Year 2018 to 2019

CATEGORY	Year 1
Personnel/Salaries	\$
Fringe Benefits	\$
Travel	\$
Program Costs/Direct Assistance—funds to cover gaps in payment for intensive services not paid by MA or insurance	\$ 50860
Client Incentives	\$
Training, Staff Development, Licensures—all training to be paid by Ambit	\$
Supplies & Materials	\$
Equipment	\$
Facility Costs	\$
Contractual Services\$3000-Family Involvement Strategies	\$ 3000
Insurance	\$
Evaluation—Wilder foundation	\$ 5386
Otheroverhead	\$ 5386
Total Direct Costs	\$64632
Indirect Cost (must submit detail, not just a percentage):	\$
TOTAL BUDGET Year 1	\$64632

BUDGET JUSTIFICATION FORM

BUDGET JUSTIFICATION Year 2 Grant Year 2019 to 2020

CATEGORY	Year 2
Personnel/Salaries –	\$
Fringe Benefits	\$
Travel	\$
Program Costs/Direct Assistance	\$ 50860
Client Incentives	\$
Training, Staff Development, Licensures	\$
Supplies & Materials	\$
Equipment	\$
Facility Costs	\$
Contractual Services	\$ 3000
Insurance	\$
Evaluation	\$5386
Other	\$5386
Total Direct Costs	\$64632
Indirect Cost (must submit detail, not just a percentage):	\$
TOTAL BUDGET Year 2	\$64632

BUDGET JUSTIFICATION FORM

BUDGET JUSTIFICATION Year 3 Grant Year 2020 to 2021

CATEGORY	Year 3
Personnel/Salaries	\$
Fringe Benefits	\$
Travel	\$
Program Costs/Direct Assistance	\$ 50860
Client Incentives	\$
Training, Staff Development, Licensures	\$
Supplies & Materials	\$
Equipment	\$
Facility Costs	\$
Contractual Services	\$ 3000
Insurance	\$
Evaluation	\$ 5386
Other	\$5386
Total Direct Costs	\$64632
Indirect Cost (must submit detail, not just a percentage):	\$
TOTAL BUDGET Year 3	\$64632

GOODHUE COUNTY HEALTH & HUMAN SERVICES (GCHHS)



REQUEST FOR BOARD ACTION

Requested Board Date:	November 20, 2018	Staff Lead:	Mike Zorn
Consent Agenda:	⊠Yes □ No	Attachments:	⊠ Yes □ No
Action Requested:	Approve contract for Computer Management for Human Services (CMHS) Support for Agency Collection System (ACS) and Social Welfare System (SWS)		

BACKGROUND:

TriMin System, Inc. is a provider of software support for Goodhue County Health and Human Services Agency Collection System (ACS) and Social Welfare System (SWS) programs. Attached please find a renewal service agreement for 2019.

RECOMMENDATION: Goodhue County HHS recommends approval as requested.

CMHS Services Agreement for 2019

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN

(County) and TRIMIN SYSTEMS, INC.

This Agreement made by and between _______, hereinafter referred to as the "County" and TriMin Systems Inc., 2277 Highway 36 West, Suite 250, St. Paul, Minnesota, hereinafter referred to as "TriMin". Where the Agreement refers to "User Group", it is understood to mean all counties who are parties to this Agreement.

WITNESSETH

WHEREAS, the County wishes to retain professional services to obtain computer programming and technical assistance for the maintenance and support of computer systems now in use by the County and a number of other counties; and

WHEREAS, the County has undertaken to retain professional services as described above as a member of a group of Minnesota county welfare and human services agencies and other entities, sometimes known as Computer Management for Human Services (CMHS); and

WHEREAS, TriMin has and will be expected to render support services hereunder.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

I. Systems to be supported.

TriMin agrees to provide computer programming, technical assistance, and related services to support and maintain the systems and systems components including, but not limited to:

- A. Agency Collection System (ACS)
- B. Social Welfare System (SWS)

II. Support Definition.

- A. <u>Support:</u> TriMin will provide application support for County via telephone, email and CMHS meetings as requested, not to exceed 4 times per year. Support includes the following aspects:
 - 1. Consultation and problem assistance
 - 2. New staff orientation/overview training (remotely)
 - 3. Bug Fixes
 - 4. Mandated Modifications, per II-C below
 - 5. Invoicing of charges to the County
- B. <u>Special Projects</u>: "Special Projects" are those projects which the User Group may authorize from time to time above the fixed annual amount for Support. A Special Project shall be initiated upon receipt of written notification from the CMHS Executive Board.
- C. <u>Mandated Systems Modifications</u>: "Mandated Systems Modifications" are those systems modifications necessitated by mandates or service program changes imposed by federal or state laws, rules, or regulations. TriMin agrees that Mandated Systems Modifications shall be undertaken without delay and with the understanding that, with respect to completion of the modifications, time is of the essence. Mandated Systems Modifications shall take precedence over any other project or maintenance service being performed pursuant to this Agreement.

Mandated Systems Modifications services shall be included in the scope of this support agreement, provided that the estimated hours for any particular mandated modification is less than or equal to 40 hours of effort.

In the event that a Mandated Systems Modification effort is deemed to be greater than 40 hours the Mandated Systems Modifications services shall be approved by the CMHS Executive Board and funded by Counties participating in the Annual Support for a given application (i.e. ACS or SWS).

Mandated Systems Modifications shall be subject to the cost allocation billing rates and special conditions set forth in this Section and in Sections III. and IV. below.

Mandated Systems Modifications shall be initiated upon receipt of authorization from the CMHS Executive Board.

- D. <u>Direct Support:</u> "Direct Support" is that assistance provided to the County or to a group of counties at its/their request and is not Shared Support. Direct Support includes, but is not limited to, start-up services for the County, special seminars or training or modifications for a county or counties not requested by the User Group as a whole.
- III. Allocation of Charges and Costs
 - A. Charges and costs for <u>Support</u>, <u>Special Projects</u>, and <u>Mandated Systems</u> <u>Modifications</u>, as defined in Section II-A, B, and C above, shall be billed to the County.
 - B. Charges and costs for <u>Direct Support</u>, as defined in Section II-D, above, shall be chargeable to the County requesting such services, and TriMin shall bill the County for Direct Support. Direct support charges and costs shall be itemized according to type of services.

- IV. Billings of Charges and Costs for Counties that submit signed agreement by December 14, 2018
 - A. TriMin shall bill the County the charges and costs for <u>Support</u> services, as defined in Section II, above, at a flat rate as set forth below, and per the system(s) used and selected below by the county (per "x" in square(s) below):

□ Annual Support for ACS, paid as one-time charge (one billing): \$1,200

□ Annual Support for SWS, paid as one-time charge (one billing): \$1,200

- B. TriMin shall bill the County the charges and costs for <u>Special Projects</u> as defined in Section II-B, above, at the hourly rates, set forth in Section IV-D, below. Such billing shall identify the system being supported.
- C. Invoices pursuant to Section IV-A and IV-B above, shall be billed no more than 30 days in advance to the County, annually for charges in section IV-A above, and on a quarterly basis for charges related to Section IV-B (if any), and shall be paid by the county within forty-five (45) days of the date of the invoice.
- D. The hourly rates charged by TriMin during the duration of this Agreement shall be the following:

\$165 per hour

- E. Non-payment and remedies of TriMin: In the event that the County does not pay TriMin, within forty-five (45) days of the date of the invoice, the amount due pursuant to the Annual invoice, TriMin shall have the option to terminate its obligation to render further services to the County upon fourteen (14) days written notice thereof.
- V. Allowance for Cost of Additional Services

Special Projects and Mandated Systems Modifications, as defined in Sections II-B and II-C, above, may only be billed to County if approved by CMHS Executive Board prior to commencement of services being performed on County's behalf. The actual expenditure of this allowance is only authorized as defined in Sections II-B and II-C above.

- VI. Warranties of the Parties
 - A. TriMin represents and warrants as follows:
 - 1. TriMin represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section I above are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties.
 - 2. TriMin represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products of TriMin and that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, or trade secret.
 - B. The County represents and warrants as follows:
 - The County represents, warrants, and covenants that it will provide the cooperation and assistance of its personnel, as reasonably required, and as would be necessary for the completion of TriMin's services hereunder, to the extent that the services are being rendered for the County and for the County activity or system involved.
 - 2. The County represents and warrants that it will make prompt and full disclosure to TriMin of any information regarding the government requirements and regulations related to the government program and that the system services.

VII. Other Conditions

A. Entire Agreement; Requirement of a Writing: Except where negotiations are otherwise authorized in the Agreement, it is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous Agreement presently in effect between the parties relating to the subject matter hereof.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

- B. Non-Assignment: TriMin shall not assign any interest in the Agreement without the prior written consent of the County thereto, provided, however, that claims for money due or to become due to TriMin from the County under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval.
- C. Conflicts of Interest. TriMin covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under this Agreement. TriMin further covenants that in the performance of this Agreement, no persons having any such conflicting interest shall be employed.
- D. Subcontracting. None of the work or services covered by this Agreement, and properly authorized by the User Group, shall be subcontracted without prior written approval of the CMHS Executive Board.

Said written consent shall not be unreasonably withheld in the event that TriMin shall reasonably request the authority to delegate or subcontract or consult regarding services to be provided hereunder and shall do so in writing except in the event of emergency, and shall request such authority only as to qualified personnel or entities, all of which shall be without any release of the responsibility of TriMin hereunder to the County for the services provided.

- E. Expenses Incurred: No Payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulations.
- F. Independent Contractor: For the purpose of this Agreement, TriMin shall be deemed an independent contractor, and not an employee of the County or the User Group. Any and all employees, members, or associates of TriMin or other persons, while engaged in the work or services required to be performed by TriMin under this Agreement, shall not be considered employees of the County or the User Group; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or TriMin, shall in no way be the obligation or responsibility of the County or the User Group.
- G. Liability: In recognition of the fact that the software covered by this agreement is not owned by TriMin, and that TriMin has no control of the use of the software by the County, TriMin's liability in performance of this Agreement shall be satisfied by its maintaining in full force and effect professional liability insurance as set forth in Section VII-I-4, below. In no event shall TriMin be liable for any consequential, indirect, special, punitive or incidental damages, whether foreseeable or unforeseeable. The limitations of damages does not apply to indemnification claims or data practice violations.
- H. Disclaimer of Warranties: Except as expressly provided in this Agreement, there are no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose.
- I. Indemnification: Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be the party, its agents, servants or employees, in the execution or performance or failure to adequately perform its obligations pursuant to this Agreement.

- J. Insurance: TriMin, for the benefit of itself, the County, and the User Group, at all times during the term of this Agreement, shall maintain and keep in full force and effect the following.
 - 1. A single limit, combined limit, or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned and hired vehicles used regularly in provision of services under this Agreement, in an amount of not less than one million dollars (\$1,000,000) per accident for combined single limit.
 - A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than two million dollars (\$2,000,000) for property damage arising from one (1) occurrences, two million dollars (\$2,000,000) for total bodily injury including death and/or damages arising from one (1) occurrence, and two million dollars (\$2,000,000) for total personal injury and/or damages arising from one (1) occurrence. Such policy shall also include contractual liability coverage.
 - 3. Statutory Workers' Compensation Insurance
 - 4. Professional liability (errors and omissions) insurance in an amount of not less than one million five hundred thousand and no/100th dollars (\$1,500,000.00).
 - 5. TriMin will provide the CMHS Chairperson with certificates of insurance as requested and provide that the insurance carrier will notify the CMHS Chairperson in writing at least thirty (30) days prior to any reduction, cancellation, or material alteration in TriMin's insurance coverage.
- K. Local Alterations: For each of the systems supported under this contract, the maintained by TriMin shall be designated the "Base System". The parties to Agreement agree to accept the base system and modifications to the base system as approved by the CMHS Executive Board. TriMin shall not be liable for claims arising from local alterations. The term "Local Alterations" shall include, but not be limited to, any software modification, and any modification to system operations contrary to those specified in the system documentation.
- L. Data Practices: All data collected, created, received, maintained, disseminated or used for any purposes in the course of TriMin's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and any other applicable state statutes and rules adopted to implement the Act as well as other state and federal laws on data privacy. TriMin agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. TriMin designates Joe McNiff, as its "responsible authority" pursuant to the Minnesota Government Data Practices Act for purposes of this Agreement, the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data.
- M. Force Majeure: TriMin shall not be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers.
- N. Severability: The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement.
- O. Governing Laws: The laws of the State of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement.

P. Non-Discrimination: In carrying out the terms of this Agreement, TriMin shall not discriminate against any employee, applicant for employment, or other person, supplier, or contractor, because of race, color, religion, sex, sexual orientation, marital status, national origin, disability, or public assistance.

Q. Applicability of Uniform Commercial Code: Except to the extent the provisions of this Agreement are clearly inconsistent therewith, this Agreement shall be governed by the applicable provisions of the Uniform Commercial Code. To the extent this Agreement entails delivery or performance of services, such services shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such services as "goods" would result in a clearly unreasonable interpretation.

- R. Whereas Clauses: The matters set forth in the "Whereas" clauses on page (1) hereof are incorporated into and made a part of this Agreement.
- S. Paragraph Headings: The paragraph and subparagraph headings used in this Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement.
- T. Pursuant to Minn. Stat. §16C.05, Subd.5, the Contractor agrees that the County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the Contractor and involve transactions relating to this Agreement. Contractor agrees to maintain these records for a period of six years from the date of termination of this Agreement.
- U. Liability of the County shall be governed by the provisions of Minnesota Statutes, Chapter 466 (Tort Liability, Political Subdivisions) and other applicable law. This Agreement shall not constitute a waiver by the County of limitations on liability provided by Minnesota Statutes, Chapter 466 or other applicable laws.
- V. Duration

The duration of this Agreement shall be January 1, 2019, to December 31, 2019, inclusive.

W. Cancellation

This Agreement is binding for the duration of the agreement (1 year) and may not be canceled by the County or by TriMin within the contract period.

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

Accepted and Agreed for:	Accepted and Agreed for:		
County:	TriMin Sys	tems, Inc.	
Signed By:	Signed By:		
Name:	Name:	Joe McNiff	
Title:	Title:	Vice President	
Date:	Date:		

GOODHUE COUNTY HEALTH & HUMAN SERVICES (GCHHS)



REQUEST FOR BOARD ACTION

Requested Board Date:	November 20, 2018	Staff Lead:	Mary Heckman
Consent Agenda:	⊠Yes □ No	Attachments:	⊠ Yes □ No
Action Requested:	Approve Closing Licer	nse #1073029 at 2	Zumbrota Proact

BACKGROUND:

Proact Zumbrota has a license that was designed to cover individuals from the Red Wing Day Training and Habilitation (DT&H) under license #1068984 to go to Zumbrota Proact when they choose to, but this has never been used or billed under license #1073029. Individuals can choose to go to Zumbrota as an "outing" one day a week, instead using the Red Wing license. The license does have a cost to it, so by closing the unused license, money would be saved by Proact. No services will be changed or closed for the individuals at Proact by closing this license.

RECOMMENDATION: HHS supports closing license #1073029 at the Zumbrota Proact.



Day Training and Habilitation (DT&H) Services

Determination of Need Application for Proprietary Changes, Reductions and Closures

Instructions

Lead agencies must use this form when they want to make proprietary changes, reduce or terminate existing DT&H services for people with developmental disabilities.

For more information on the request process and DHS' legal authority, see the <u>Day training and habilitation</u> (DT&H) services need determination page in the <u>Community-Based Services Manual (CBSM)</u>.

When completed, submit this form and any additional documentation using the "submit" button on page 4.

Lead agency information

DATE NAME OF LEAD AGENCY	CONTACT PERSON	N'S NAME	P⊦	HONE (651)
11-15-2018 Goodhue County	Mary	Heckman	Ē	385-3232
CONTACT PERSON'S EMAIL		CITY	STATE ,	ZIP CODE
mary. heckman @ co. goodhue	L. MA.US	Red Wing	MN	55046

DT&H program information

PROGRAM NAME	CONTACT PER	rson		PHONE (651)
Zumbrota DTH		ally Ogran		327-5612
CONTACT PERSON'S EMAIL	magating app			FAX NUMBER (651)
sogren @p	roactine.org			388-9223
STREET ADDRESS		CITY	STATE	ZIP CODE
224 Main St	• • •	Zumbrota	M	N 55992
NPI/UMPI NUMBER	DHS LICENSE NUMBER	CORPORATE (PARENT) NAME		
A 671527300	1073029	ProAct, Inc.		

Request

Based upon the service and support needs identified in the Coordinated Services and Support Plans and Addendums (CSSP and CSSP Addendum), we request to: (check all that apply)

	Change the DT&H service provider facility site location
IF SO:	 Provide the present and future addresses Provide any changes in primary, usable square footage in the new facility/site
	Change ownership
IF SO:	Provide the name of the current and prospective owners
	Change name
IF SO	Provide the old and new name

Additional requirements

Please answer the following items (If the items are not relevant to this application, write N/A).

1. Please describe the proposed DT&H-service modification. ProAct wishes to close license # 1073029 at the Zumbrota This is an old satellite license that was lacation. originally designed to cover up to 12 andividuals from the Red Wing DTH site, license # 1068984. That plan for services was never implemented and no services have been hilled under this license; # 1073029 Jour individucale (varies accord 40 sponthe up he Zumbrota location man visa olice outing" site dieg per week, with referre ene son.15 ĺŇ A h

2. How is the lead agency's proposed DT&H-services determination of need request application related to the service needs identified in the lead agency's:

- A. Community health and human services plan;
- B. Community social services administration (CSSA) plan,
- C. Lead Agency Needs Determination//Gaps Analysis Reporting; and the
- D. CSSPs and CSSP Addendums for people with developmental disabilities.

	Decrease DHS licensed DT&H program facility (e.g., permanently reduce the number of people with developmental disabilities who receive DT&H services at the day service provider's facility)
	Decrease the number of service days providing DT&H services (not to be fewer than 195 days a year)
	Close a DT&H program
IF SO	 Provide a closing date 12-31-2018 Provide alternative service options for people affected by the program closure WA - no change

Requirements

Do all the people who either currently receive who will receive DT&H services have a current CSSP and CSSP Addendum @Yes ONo that meets the statutory requirements (Minn. Stat. §256B.092, subd. 1b)?

County board comments and approval

The county/tribal board supports the need for changes to the programs or services as described in this application and recommends approval of this application.

SIGNATURE OF COUNTY BOARD CHAIRPERSON OR DESIGNATED REPRESENTATIVE

3. The lead agency assures the DT&H service provider has policies and practices that protect and support:

A. The right to privacy, dignity and respect?	OYes ONo
 B. Personal autonomy, independence and control of resources?	O'Yes O'No
 C. Accessibility and freedom from restraint?	Q'Yes ONo
D. Individualized services and supports that meet people's needs and preferences?	ØYes ONo
E. Individualized opportunities to seek competitive employment, and work at competitively paying jobs in the community with people without disabilities and with or without support services?	OYes ONo
F. Meaningful community integration and involvement via regular access to available community services, resources, organizations, activities and people without disabilities?	QYes ONo

What if I have questions?

If you have questions, or need help, please contact the DSD Response Center via email <u>DSD.ResponseCenter@state.mn.us</u> (preferred) or by phone at 651-431-4300 or 866-267-7655.

To send via U.S. mail, write to:

Minnesota Department of Human Services, Community Supports Administration Disability Services Division, ATTN: DSD Response Center PO Box 64967 St. Paul, MN 55164-0967

How do I submit this application?

Use the submit button below to email this complete form to DHS. If applicable, remember to attach your documentation to the email before you send it.





Melissa Cushing Goodhue County Human Resource Director Goodhue County

Melissa.cushing@co.goodhue.mn.us 509 W. Fifth St. Red Wing, MN 55066 Office (651) 385.3031 Fax -- (651) 385.3004

- TO: Goodhue County Health and Human Service Board
- FROM: Melissa Cushing, Human Resource Director
- DATE: November 20, 2018
- RE: HHS Director Annual Evaluation

The Goodhue County HHS Director's annual employee evaluation was completed by the HHS Board Chair. All completed performance evaluation documents were reviewed and according to the HHS Board Chair, the HHS Director received more than a satisfactory evaluation.

GOODHUE COUNTY HEALTH & HUMAN SERVICES (GCHHS)



REQUEST FOR BOARD ACTION

Requested Board Date:	November 20, 2018	Staff Lead:	Mike Zorn
Consent Agenda:	□Yes ⊠ No	Attachments:	☐ Yes ⊠ No
Action Requested:	Approve October 2018 HHS Warrant Registers		egisters

BACKGROUND:

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

	Date of Warrant		Check N	o. Series	Total Batch
IFS	October 5, 2018	ACH	26369	26381	\$9,008.30
IFS	October 5, 2018		441094	441143	\$19,715.63
IFS	October 12, 2018	ACH	26397	26401	\$15,675.68
IFS	October 12, 2018	-	441191	441222	\$21,910.12
IFS	October 19, 2018	ACH	26402	26415	\$10,155.56
IFS	October 19, 2018		441223	441270	\$63,480.53
IFS	October 26, 2018	ACH	26530	26542	\$3,161.86
IFS	October 26, 2018		441401	441493	\$38,071.05
SSIS	October 26, 2018	ACH	26437	26461	\$61,362.51
SSIS	, October 26, 2018		441328	441389	\$218,892.71
IFS	October 26, 2018	ACH	26462	26529	\$6,771.42
IFS	October 26, 2018		441390	441400	\$18,264.57
				Total	\$486,469.94

RECOMMENDATION: Goodhue County HHS Recommends Approval as Presented.

GOODHUE COUNTY HEALTH & HUMAN SERVICES (GCHHS)



REQUEST FOR BOARD ACTION

Requested Board Date:	November 20, 2018	Staff Lead:	Nina Arneson
Consent Agenda:	∏Yes ⊠ No	Attachments:	⊠ Yes □ No
Action Requested:		t of Need Letter - Inpatient Chemical ment Services – Valley View Recovery	

BACKGROUND:

Goodhue County currently does not have any inpatient chemical dependency treatment services. Goodhue County has received a notice from River View Recovery Center looking to bring their services to Goodhue County, Red Wing, Minnesota. Under the Minnesota Rules, Counties are allowed to comment on the need for chemical dependency treatment services in their county.

Attached, please find a draft letter for such request stating that there is a need in Goodhue County, but this letter is not considered an endorsement of the agency by GCHHS.

RECOMMENDATION: The GCHHS Department recommends approval as requested.



10/24/2018 Goodhue County Board

Valley View Recovery Center requests a letter of need to open a low and medium intensity residential treatment center for substance abuse in Red Wing, MN.

The facility will house up to 54 adults, to include 42 men and 12 women. The clientele will come from inmates who meet the criteria being released from the Goodhue County jail, referrals from Goodhue county probation and Goodhue County Social Services, high intensity residential clients being released to a lower level of care, and clients assessed appropriately from a substance abuse assessment who meet the criteria. Valley View Recovery Center staff will maintain excellent communication with all referents to maintain its proposed program capacity.

Valley View Recovery Center will provide specialized care, low and medium intensity residential Chemical Dependency Treatment-Mental Health (MI/CD) treatment and will accept male and female clients age 18 and above. Men and women will be housed on separate levels of the building and will not be integrated. The facility will provide 24/7 supervision to increase safety and public confidence. A full commercial kitchen and staff will provide 3 meals per day. The clinical staff will consist of Treatment and Clinical Supervisors, Licensed Alcohol and Drug Counselors, Treatment Technicians, Peer Recovery Specialists, Care Coordinators, Social Workers, and Assessment Specialists.

Clients will primarily derive from Goodhue County; however, the facility will accept clients from any county if the need is not being met by Goodhue County clients.

We feel the need is apparent as there are no current residential treatment facilities in Goodhue County, nor is there adequate sober housing. Goodhue County clients currently travel to Olmsted County or further away to get this level of care. The current substance abuse treatment facilities in Goodhue County only consist of outpatient. Please feel free to contact me with any questions. I look forward to working closely with Goodhue County representatives to provide quality, client centered care which will lower relapse and recidivism rates.

Sincerely,

Jacob McGuire, CEO Valley View Recovery Center Jacob.mcguire@valleyviewrecovery.org

Valleyviewrecovery.org

Phone: 507-951-8056



Goodhue County Health and Human Services

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

November 20, 2018

Emily Piper, Commissioner of Department of Human Services MH-CD Licensing Division PO Box 6242 St. Paul, 55164-0242

Re: Statement of Need for Common Ground

Dear Commissioner Piper:

I am writing to provide this *Statement of Need* for development of a low and medium intensity residential treatment center services for substance abuse in Goodhue County.

Valley View Recovery Center www.valleyviewrecovery.org

This is based on the need we have in Goodhue County for additional chemical dependency services.

Please feel free to contact me for additional information at <u>nina.arneson@co.goodhue.mn.us</u> or 651-385-6115.

Thank you for your consideration and have a great day!

Sincerely,

Nina Arneson, M.S. Goodhue County Health and Human Services Director

Cc: Jacob McGuire, Valley View Recovery Center CEO Eric Spagenski, Common Ground Treatment & Clinical Director Abby Villaran, GCHHS Social Services Supervisor Mary Heckman, GCHHS Deputy Director

> "Promote, Strengthen and Protect the Health of Individuals, Families, and Communities" Equal Opportunity Employer

> > www.co.goodhue.mn.us

GOODHUE COUNTY HEALTH & HUMAN SERVICES (GCHHS)



REQUEST FOR BOARD ACTION

Requested Board Date:	November 20, 2018	Staff Lead:	Mary Heckman
Consent Agenda:	⊠Yes □ No	Attachments:	⊠ Yes □ No
Action Requested:	Approve Contracts and	d Rates for 2019	

BACKGROUND:

Attached are the 2019 contracts and rates for the contracts for Goodhue County Health and Human Services. This attachment does not represent all the contracts that HHS does throughout the year, as we do approximately 140. This list is the major contracts over \$10,000; and if possible we try to renew contracts biannually. All of the costs are included in the 2019 HHS draft budget.

Family Services of Rochester total amount for 2019 has increased significantly but that is due to the Comprehensive Intensive Bridging Services Grant (CIBS) that Goodhue County HHS has received. This increase of \$50,000 is all grant funded. 1.5% to 2% increases to service rates were given to the county attorney, guardians and Proact but contract totals have stayed relatively stable.

RECOMMENDATION: Goodhue County HHS recommends approval of the 2019 contracts and rates.

VENDOR NAME	CY 2018	CY 2019
COUNTY ATTORNEY - ~ Child Support	\$131.58/hr. \$55,000/yr.	\$133.55/hr. \$55,000/yr.
COUNTY SHERIFF - ~ Child Support	\$75.00/service \$6,000/yr.	\$75.00/service \$6,000/yr.
FAMILY SERVICE OF ROCHESTER	\$3,000/yr.	\$53,000/yr.
FERNBROOK ~ Children's Mental Health Targeted Case Management Other Children's Mental Health Services <i>Approved by HHS Board on June 19, 2018</i> Total:	\$247,500 \$22,500 \$270,000 (18 mos.)	\$247,500 \$22,500 \$270,000 (18 mos.)
HIAWATHA VALLEY MENTAL HEALTH CENTER	\$280,000/yr. (\$60,864 Crest Funds)	\$280,000/yr. (\$56,675 Crest Funds)
PRESTIGE CARE, LLC - Guardianship	\$32.65/hr. \$42,000/yr.	\$33.30/hr. \$42,000/yr.
PROACT, INC.		
~ CBE & SE Employment	\$115,000/yr.	\$115,000/yr.
PROACT, INC.		
~ ProAct, Inc. Transportation - Red Wing & Wabasha	\$45,000/yr.	\$35,000/yr.
OPPORTUNITY SERVICES	\$65.81/day \$9.58/transportation \$15,000/yr.	\$65.81/day \$9.58/transportation \$15,000/yr.
REGIONAL CONTRACT MANAGER	\$17,658/yr.	\$18,075/yr.
SARA OUSKY, LLC - Guardianship	\$30.00/hr \$40,000/yr.	\$31.21/hr. \$40,000/yr.
SERENITY SERVICES - Guardianship	\$30.60/hr. \$33,000/yr.	\$31.21/hr. \$33,000/yr.
WORKFORCE DEVELOPMENT, INC. (JOBS/TRAINING)	\$178,151/yr.	\$188,839/yr.



Our Mission

To effectively promote the safety, health and well-being of our residents.

Goodhue County Health & Human Services Board

Youth Access to Tobacco Policy Presentation Tuesday, November 20, 2018 David Anderson, Live Well Goodhue County Coordinator

Tobacco Policy History in Goodhue County

• Two policies

Youth Access to Tobacco
Clean Indoor Air

Presentations to County Board

 February 2014 - Youth Access to Tobacco study
 May 2017 – Clean Indoor Air & Youth Access to Tobacco

Youth Access to Tobacco

Youth Tobacco Use Rises for First Time in 17 years

A new study shows for the first time since 2000, overall youth tobacco use has increased in Minnesota, with 26.4 percent of high school students using some form of tobacco or nicotine, up from 24.6 percent in 2014.

Data: 2017 MN Youth Tobacco Survey

Percent of Minnesota High School students who used Tobacco Products Past 30 Days



Data: 2017 MN Youth Tobacco Survey

Percent of Goodhue County High School students who used Tobacco Products Past 30 Days



Tobacco use among Goodhue County's 9th and 11th grade students, 2016

Data: 2017 MN Youth Tobacco Survey

What's Driving this Trend?



Explosion of E-Cigarette Use

 Nearly one if five high students used e-cigarettes in past 30 days

Flavors Appeal to Kids

 Over 60 percent of students who use tobacco reported using menthol or other flavored products



What's Driving this Trend?



Easy Access

 Nearly a third of high school e-cigarette users report they got their e-cigarettes from retail outlets.

Aggressive Marketing

 Most students (88 percent) have seen ads for e-cigarettes – of those who are heavily exposed on social media, nearly 40 percent use e-cigarettes.









What We Know

ALMOST 95 PERCENT OF ADDICTED ADULT SMOKERS STARTED SMOKING BY AGE 21.2

 Increasing the age gap between kids and those who can legally buy tobacco will help remove access to tobacco products from the high-school environment.



USDHHS Survey on Drug Use and Health; 2014



What We Know

The human brain isn't fully developed until age 25

NICOTINE CAN CAUSE ADDICTION AND DISRUPT ATTENTION AND LEARNING IN ADOLESCENTS?

- Nicotine is addictive, and adolescents are especially vulnerable to the health impacts of tobacco use.⁶
- The adolescent brain is negatively impacted by nicotine, and its long-term effects are a significant public health concern.⁷



USDHHS, Health Consequences of Smoking, 2014; Minnesota Department of Health, Nicotine risks for Children, 2015



Youth Access to Tobacco Ordinance Goodhue County

- Current Version Adopted in 1999
- 2014 County Attorney's Office reviewed and proposed additional amendments
- 2018 Current and proposed versions were reviewed by the Public Health Law Office
Goodhue County Tobacco License Information

- A license from Goodhue County is required for a person or a retail establishment that are not validly licensed by a town or city to sell tobacco in compliance with Minnesota Statue 461
- Cities and townships under the department's jurisdiction include: Bellechester, Frontenac, Hay Creek and Welch
- License Fee: \$200 annually

Current Youth Access to Tobacco Ordinance

- Complies with some state and federal laws and aligns with some good commercial tobacco control policy practices.
- Does not include anything about electronic delivery devices and nicotine or lobelia delivery devices.

Proposed Youth Access to Tobacco Ordinance

The proposed amendments complies with updated state laws and adds the following good commercial tobacco control practices:

- Puts the ordinance in compliance with Minnesota state law by requiring a local license to sell electronic delivery devices and nicotine or lobelia delivery devices.
- Defines tobacco/tobacco products and critical terms used in added regulation language (e.g., indoor area, smoking included in provision prohibiting indoor smoking).
- Extends the prohibition on the sale of loosies to cigars unless those cigars are priced at \$2.00 or higher; establishing a minimum sales price for single cigars.
- Prohibits the issuance of licenses to retailers located within 1,000 feet of youth-oriented facilities and 2,000 feet from other commercial tobacco retailers.
- Prohibits smoking within the indoor area of any licensed establishment, include smoking for the purpose of sampling.

Public Health Law Centers Recommendations

Elements of the proposed ordinance that could be clarified, strengthened or added:

- Readability and Clarity
- Align with minimum standards in state and federal law
- Effective Administration and Enforcement
- Fees and Penalties

Additional Licensing Options

Through licensing regulations, Minnesota cities and counties also have the opportunity to improve public health in their communities with the following evidence-based commercial tobacco control policies:

- Raise the minimum legal sales age to 21.
- Establish a minimum age for clerks or other employees who sell licensed products.
- Restrict or prohibit the sale of flavored commercial tobacco products (this includes the sale of the menthol flavor).
- Prohibit the sales of imitation tobacco products and tobacco products containing other substances such as toxic, controlled, or hallucinatory substances.
- Increase product costs through non-tax approaches (such as prohibiting coupon redemption or other price discounting). The current minimum pricing provision for cigars in the County's ordinance could be increased. This is an example of a stronger minimum pricing provision that has been adopted in a Minnesota jurisdiction:
 - <u>Cigars.</u> No person shall sell or offer for sale any cigar that is not within its intended retail packaging containing a minimum of [four] cigars and for a sales price, after any discounts are applied and before sales taxes are imposed, of less than [\$10.40] per package. This restriction does not prohibit the sale of a single cigar with a sales price, after any discounts are applied and before sales taxes are imposed, of at least [\$2.60].
- Prohibit pharmacies from selling commercial tobacco products. As pharmacies are considered health supporting institutions, it is inconsistent for them to sell commercial tobacco products.

Current Tobacco 21 Environment

- No Minnesota counties have passed a Tobacco 21 policy yet.
- A number of counties are actively working toward it including: Olmsted, Otter Tail, Pope and Stevens.
- Thirteen cities have passes a Tobacco 21 policy: Bloomington, Edina, Excelsior, Falcon Heights, Minneapolis, Minnetonka, North Mankato, Plymouth, Richfield, Roseville, St. Louis Park, St. Peter, and Shoreview
- Nationwide
 - Six States: California, Hawaii, Maine, Massachusetts, New Jersey, Oregon
 - 350+ Cities & Counties in 21 States



Our Mission

To effectively promote the safety, health and well-being of our residents.

Questions

<u>Youth Access to Tobacco Policy Presentation for HHS Board</u> Tuesday, November 20, 2018

Tobacco Policy History in Goodhue County

- **1.** Youth Access to Tobacco Retail policy that restricts access to tobacco products. Last time it was updated in 1999.
- **2. Clean Indoor Air** General population policy that provides smoke-free areas. This would be a new policy for Goodhue County

Presentations

- 1. In 2014 Gina Johnson, Clearway Minnesota Grant Coordinator, presented results from a 4-county phone survey of public support for updating/revising the retail ordinance (Youth Access to Tobacco). Many of these are listed in the "Additional Licensing Options" that the Public Health Law Office recommends.
- 2. In 2017 Gina Johnson, Clearway Minnesota Grant Coordinator, gave a presentation that provided information about each policy.

Youth Tobacco Use

A new study shows for the first time since 2000, overall youth tobacco use has increased in Minnesota, with 26.4 percent of high school students using some form of tobacco or nicotine, up from 24.6 percent in 2014.

Youth tobacco use in Minnesota, 2016 Minnesota Youth Tobacco Survey

- 2014
 - o Cigarettes 10.5%
 - o Cigars 8.2%
 - Smokeless 6.2%
 - Pipe 4.7%
 - E-Cigs 12.9%
- 2017
 - Cigarettes 9.6%
 - o Cigars 9.6%
 - o Smokeless 6
 - o Pipe 2.1%
 - E-Cigs 19.2%

Youth tobacco use in Goodhue County, 2016 Minnesota Student Survey

- 9th Graders
 - Cigarettes 10.1%
 - E-Cigarettes 16.5%
 - o Smokeless 7.8%
 - Any tobacco 20.1%
- 11th Graders
 - o Cigarettes 12.8%
 - E-Cigarettes 15.8%

- o Smokeless 6.9%
- Any tobacco 20.7%

What's driving this trend?

- The explosion of e-cigarette use.
- Flavors
- Easy access
- Aggressive Marketing

Youth Access to Tobacco Ordinance

- Current Version Adopted in 1999
- > In 2014, County Attorney's Office reviewed and proposed additional amendments
- > In 2018, current and proposed ordinance was sent to the Public Health Law Office

Goodhue County Tobacco License Information

- A license from Goodhue County is required for a person or a retail establishment that are not validly licensed by a town or city to sell tobacco in compliance with Minnesota Stat. 461.
- Cities and townships under the department's jurisdiction include: Bellechester, Frontenac, Hay Creek and Welch
- License Fee: \$200 annually

Current Ordinance

- Complies with some state and federal laws and aligns with some good commercial tobacco control policy practices.
- Does not include anything about electronic delivery devices and nicotine or lobelia delivery devices.

Proposed Ordinance

- These proposed amendments complies with updated state laws and adds the following good commercial tobacco control practices:
 - Puts the ordinance in compliance with Minnesota state law by requiring a local license to sell electronic delivery devices and nicotine or lobelia delivery devices.
 - Defines tobacco/tobacco products and critical terms used in added regulation language (e.g., indoor area, smoking included in provision prohibiting indoor smoking).
 - Extends the prohibition on the sale of loosies to cigars unless those cigars are priced at \$2.00 or higher; establishing a minimum sales price for single cigars.

- Prohibits the issuance of licenses to retailers located within 1,000 feet of youth-oriented facilities and 2,000 feet from other commercial tobacco retailers.
- Prohibits smoking within the indoor area of any licensed establishment, include smoking for the purpose of sampling.

Elements of the proposed ordinance that could be clarified, strengthened or added, including:

<u>Readability and Clarity</u>

- Creating a new "catch all" term that would cover all covered licensed products under the code for reference throughout the regulation. Either "licensed products" or "covered products" could be used.
- Consider alphabetizing its defined terms section to improve readability and give clarity to those who are affected by and/or attempting to comply with the ordinance.

• <u>Align with minimum standards in state and federal law</u>

- State and Federal law requires that electronic delivery device fluid (liquid packaging) be sold in child-resistant packaging.
- State and federal law prohibits the distribution of most free samples. Local jurisdictions can prohibit the distribution of <u>all</u> free or nominally-priced samples.

<u>Effective Administration and Enforcement</u>

- Minnesota law requires at least one youth access compliance check per retailer each year and also requires that that one compliance check involves a person "over the age of 15, but under the age of 18, who, with the prior written consent of a parent or guardian, attempt to purchase tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products under the direct supervision of a law enforcement officer or an employee of the licensing authority." Goodhue County sets a minimum number of compliance checks each year (one), but the ordinance does not require participation of someone from this age group. The county may consider adding language requiring the involvement of someone under the minimum legal sales age.
- Require more than one compliance check, as well as re-inspections after violations.
- Update definition of "Compliance Check" to expand the reasons for which the County may choose to perform compliance checks. This could say "Compliance Checks" may also be conducted by the county or other units of government for educational, research and training purposes or for investigating or enforcing federal, state or local laws and regulations relating to licensed products.
- Require retailers to train their employees on youth access laws and other licensing requirements.

- Enforcement of the ordinance could be clarified and strengthened if paragraphs were included to set requirements for age verification and for signage. The ordinance may be amended with language such as:
 - <u>Age verification</u>. Licensees must verify by means of government-issued photographic identification that the purchaser is at least 21 years of age. Verification is not required for a person over the age of 30. That the person appeared to be 30 years of age or older does not constitute a defense to a violation of this subsection.
 - <u>Signage.</u> Notice of the legal sales age and age verification requirement must be posted at each location where licensed products are offered for sale. The required signage, which will be provided to the licensee by the County, must be posted in a manner that is clearly visible to anyone who is or is considering making a purchase.
- Consider removing the Procurement, Use or Possession (PUP) provisions. The reason for a licensing ordinance is aimed primarily at regulating the behavior of the licensees. To add criminal penalties for youth in such an ordinance, detracts from the focus and possibly takes away resources for enforcement.
- Consider breaking Section 1400 into two subdivisions and consider updating the language of the first exception to allow the unlicensed furnishing or providing (not sale) of certain products for religious, spiritual, or cultural ceremonies for any person, not just minors. The section could read:
 - <u>Subd. 1. Religious, Spiritual, or Cultural Ceremonies.</u> Nothing in this ordinance prevents the providing of tobacco or tobacco-related devices to any person as part of a lawfully recognized religious, spiritual, or cultural ceremony.
 - <u>Subd. 2 Reasonable Reliance.</u> It is affirmative defense to a violation of this ordinance for a person to have reasonably relied on proof of age as described by state law.
- Consider adding one more provision that would give more details about the process of requesting a hearing. This could say: "The County Administrator or other designated County officer shall set the time and place for the hearing. Written notice of the hearing time and place shall be mailed or delivered to the accused violator at least 10 business days prior to the hearing."

<u>Fees & Penalties</u>

- Review fee schedule to confirm that the established fee creates revenue for enforcement of the ordinance, covers all administration, implementation and enforcement cost, including compliance checks.
- Consider increasing the administrative fine. The current fine is \$75 and based on other jurisdictions in Minnesota and other states, this seems to be low fine.

Additional Licensing Options

Through licensing regulations, Minnesota cities and counties also have the opportunity to improve public health in their communities with the following evidence-based commercial tobacco control policies:

- Raise the minimum legal sales age to 21.
- > Establish a minimum age for clerks or other employees who sell licensed products.
- Restrict or prohibit the sale of flavored commercial tobacco products (this includes the sale of the menthol flavor).
- Prohibit the sales of imitation tobacco products and tobacco products containing other substances such as toxic, controlled, or hallucinatory substances. Many new products coming onto the market use commercial tobacco related products to consume the other substances.
- Increase product costs through non-tax approaches (such as prohibiting coupon redemption or other price discounting). The current minimum pricing provision for cigars in the County's ordinance could be increased. This is an example of a stronger minimum pricing provision that has been adopted in a Minnesota jurisdiction:
 - <u>Cigars.</u> No person shall sell or offer for sale any cigar that is not within its intended retail packaging containing a minimum of [four] cigars and for a sales price, after any discounts are applied and before sales taxes are imposed, of less than [\$10.40] per package. This restriction does not prohibit the sale of a single cigar with a sales price, after any discounts are applied and before sales taxes are imposed, of at least [\$2.60].
- Prohibit pharmacies from selling commercial tobacco products. As pharmacies are considered health supporting institutions, it is inconsistent for them to sell commercial tobacco products.

Goodhue County may choose to adopt all or any of these policies, which the PHLC considers to be the best practice for public health. Goodhue County may also consider:

- Updating the "Purpose and Intent" section. Adding additional findings to the "Purpose and Intent" section helps to explain the legislative intent and the evidentiary basis for the ordinance and is relied upon in the unlikely event that the ordinance be challenged in a court.
- Updating definitions. Definitions provide clear intent and help reduce legal challenges. Additionally, the definition of "smoking" could be updated so that it better reflects the range of new products coming onto the market, such as: "Inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated product, whether natural or synthetic, containing, made, or derived from nicotine, tobacco, marijuana, or other plant, that is intended for inhalation. Smoking also includes carrying or using an activated electronic delivery device." The County may also add definitions to clarify any new terms used if any of the policy options outlined above are adopted.

Current Tobacco 21 Environment

- ✓ On Tuesday, November 13th, Otter Tail County became the first county to unanimously pass Tobacco 21.
- ✓ A number of counties are actively working toward it including: Olmsted, Pope and Stevens.
- ✓ Thirteen cities have passes a Tobacco 21 policy: Bloomington, Edina, Excelsior, Falcon Heights, Minneapolis, Minnetonka, North Mankato, Plymouth, Richfield, Roseville, St. Louis Park, St. Peter, and Shoreview
- Three other communities held public hearings on Tuesday, November 13th: Arden Hills, Brooklyn Center and Eden Prairie.
- ✓ Nationwide
 - o Six States: California, Hawaii, Maine, Massachusetts, New Jersey, Oregon
 - o 350+ Cities & Counties in 21 States

Ordinance # 1014.14

The County Board of Goodhue County Ordains and establishes an Ordinance relating to the sale, possession, and use of tobacco, tobacco products, and tobacco related devices in the County and to reduce the illegal sale, possession, and use of such items to and by minors.

Section 100. Purpose. Because the County recognizes that many persons under the age of 18 years purchase or otherwise obtain, possess, and use tobacco, tobacco products, and tobacco related devices, and such sales, possession, and use are violations of both State and Federal laws; and because smoking has been shown to be the cause of several serious health problems which subsequently place a financial burden on all levels of government; this ordinance shall be intended to regulate the sale, possession, and use of tobacco, tobacco products, and tobacco related devices for the purpose of enforcing and furthering existing laws, to protect minors against the serious effects associated with the illegal use of tobacco, tobacco products, and tobacco related devices, and to further the official public policy of the State of Minnesota in regard to preventing young people from starting to smoke as stated in Minn.Stat. § 144.391.

Section 200. Definitions and Interpretations. Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. The singular shall include the plural and the plural shall include the singular. The masculine shall include the feminine and neuter, and vice-versa. The term "shall" means mandatory and the term "may" means permissive. The following terms shall have the definitions given to them:

<u>Subd. 1 Tobacco or Tobacco Products</u>. "Tobacco" or "Tobacco products" shall mean any substance or item containing tobacco leaf, including but not limited to, cigarettes; cigars; pipe tobacco; snuff; fine cut or other chewing tobacco; cheroots; stogies; perique; granulated, plug cut, crimp cut, readyrubbed, and other smoking tobacco; snuff flowers; cavendish; shorts; plug and twist tobaccos; dipping tobaccos; refuse scraps, clippings, cuttings, and sweepings of tobacco; and other kinds and forms of tobacco leaf prepared in such manner as to be suitable for chewing, sniffing, or smoking.

<u>Subd. 2 Tobacco Related Devices</u>. "Tobacco related devices: shall mean any tobacco product as well as a pipe, rolling papers, or other device intentionally designed or intended to

be used in a manner which enables the chewing, sniffing, or smoking of tobacco or tobacco products.

Subd. <u>Self-Service</u> Merchandising. 3 "Self-Service Merchandising" shall mean open displays of tobacco, tobacco products, or tobacco related devices in any manner where any person shall have access to the tobacco, tobacco products, or tobacco related devices, without the assistance or intervention of the licensee or the licensee's employee. The assistance or intervention shall entail the actual physical exchange of the tobacco, tobacco product, or tobacco related device between the customer and the licensee or employee. Self-service merchandising shall not include vending machines.

<u>Subd. 4 Vending Machine</u>. "Vending Machine" shall mean any mechanical, electric or electronic, or other type of device which dispenses tobacco, tobacco products, or tobacco related devices upon the insertion of money, tokens, or other form of payment directly into the machine by the person seeking to purchase the tobacco, tobacco product, or tobacco related device.

<u>Subd. 5. Individually packaged</u>. "Individually packaged" shall mean the practice of selling any tobacco or tobacco product wrapped individually for sale. Individually wrapped tobacco and tobacco products shall include, but not be limited to, single cigarette packs, single bags or cans of loose tobacco in any form, and single cans or other packaging of snuff or chewing tobacco. Cartons or other packaging containing more than a single pack or other container as described in this subdivision shall not be considered individually packaged.

<u>Subd. 6 Loosies</u>. "Loosies" shall mean the common term used to refer to a single or individually packaged cigarette.

<u>Subd. 7 Minor</u>. "Minor" shall mean any natural person who has not yet reached the age of eighteen (18) years.

<u>Subd. 8 Retail Establishment</u>. "Retail Establishment" shall mean any place of business where tobacco, tobacco products, or tobacco related devices are available for sale to the general public. Retail establishments shall include, but not be limited to, grocery stores, convenience stores, and restaurants.

<u>Subd. 9 Moveable Place of Business</u>. "Moveable Place of Business" shall refer to any form of business operated out of a truck, van, automobile, or other type of vehicle or transportable shelter and not a fixed address store front or other permanent type of structure authorized for sales transactions. <u>Subd. 10 Sale</u>. A "sale" shall mean any transfer of goods for money, trade, barter, or other consideration.

<u>Subd. 11 Compliance Checks</u>. "Compliance Checks" shall mean the system the County uses to investigate and ensure that those authorized to sell tobacco, tobacco products, and tobacco related devices are following and complying with the requirements of this ordinance. Compliance checks shall be conducted in compliance with Minn.Stat. § 461 and may include the use of minors.

<u>Subd. 12 Person</u>. "person" shall mean any individual, business, public or private corporation, partnership, joint venture, association, trust, unincorporated association, or government or any agency or political subdivision thereof: and any receive, trustee, assignee, agent or other legal representative of any of the foregoing.

Section 300. License. No person shall sell or offer to sell any tobacco, tobacco products, or tobacco related device without first having obtained a license to do so from the County. Persons or retail establishments validly licensed by a town or city to sell tobacco in compliance with Minn. Stat. § 461, are not required to obtain a second license for the same location under this ordinance.

Subd. 1 Application. An application for a license to sell tobacco, tobacco products, or tobacco related devices shall be made on a form provided by the County. The application shall contain the full name of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, and any information the County deems additional necessary. Α completed application shall be filed with the County Administrator for action at the next regularly scheduled County Board meeting. If the County Administrator shall determine that an application is incomplete, he or she shall return the application to the applicant with notice of the information necessary to make the application complete.

<u>Subd. 2 Action</u>. The County Board may either approve or deny the license, or it may delay action for such reasonable period of time as necessary to complete any investigation of the application or the applicant it deems necessary. If the County Board shall approve the license, the County Administrator shall issue the license to the applicant. If the County Board denies the license, notice of the denial shall be given to the applicant along with notice of the applicant's right to appeal the decision.

<u>Subd. 3 Term</u>. All licenses issued under this ordinance shall be valid for one calendar year from the date of issue.

<u>Subd. 4 Revocation or Suspension</u>. Any license issued under this ordinance may be revoked or suspended as provided in the Violations and Penalties section of this ordinance.

<u>Subd. 5 License Not Transferable</u>. All licenses issued under this ordinance shall be valid only on the premises for which the license was issued and only for the person to whom the license was issued. No transfer of any license to another location or person shall be allowed.

<u>Subd. 6 Moveable Place of Business</u>. No license shall be issued to a moveable place of business. Only fixed location businesses shall be eligible to be licensed under this ordinance.

<u>Subd. 7 Display</u>. All licenses shall be posted and displayed in plain view of the general public on the licensed premise.

<u>Subd. 8 Renewals</u>. The renewal of a license issued under this section shall be handled in the same manner as the original application. The request for a renewal shall be made at least thirty days but no more than sixty days before the expiration of the current license. The issuance of a license issued under this ordinance shall be considered a privilege and not an absolute right of the applicant and shall not entitle the holder to an automatic renewal of the license.

Section 400. Fees. No license shall be issued under this ordinance until the appropriate license fee shall be paid in full. The fee for a license under this ordinance shall be set in accordance with a fee schedule adopted by the County Board. Said fee schedule may be amended from time to time by action of the County Board.

Section 500. Basis for Denial of License. The following shall be grounds for denying the issuance or renewal of a license under this ordinance:

A. The applicant or proposed licensee is under the age of 18 years.

B. The applicant has been convicted within the past five years of any violation of a Federal, State, or local law, ordinance provision, or other regulation relating to tobacco or tobacco products, or tobacco related devices.

C. The applicant has had a license to sell tobacco, tobacco products, or tobacco related devices revoked within the preceding twelve months of the date of application.

D. The applicant fails to provide any information required on the application, or provides false or misleading information.

E. The applicant is prohibited by Federal, State, or other local law, ordinance, or other regulation, from holding such a license.

Except as may otherwise be provided by law, the existence of any particular ground for denial does not mean that the County must deny the license. If a license is mistakenly issued or renewed to a person, it shall be revoked upon the discovery that the person was ineligible for the license under this Section.

Section 600. Prohibited Sales. It shall be a violation of this ordinance for any person to sell or offer to sell any tobacco, tobacco product, or tobacco related device:

A. Without first having obtained a license in conformity with this ordinance.

B. To any person under the age of eighteen (18) years.

C. By means of any type of vending machine, except as may otherwise be provided in this ordinance.

D. By means of self-service merchandising or self service sales as described in section 800.

E. Containing opium, morphine, jimson weed, bella donna, strychnos, cocaine, marijuana, or other deleterious, hallucinogenic, toxic, or controlled substances except nicotine and other substances found naturally in tobacco or added as part of an otherwise lawful manufacturing process.

F. By any other means, to any other person, or in any other manner or form prohibited by Federal, State, or other local law, ordinance provision, or other regulation.

Section 700. Vending Machines. It shall be unlawful for any person licensed under this ordinance to allow the sale of tobacco, tobacco products, or tobacco related devices by the means of a vending machine unless minors are at all times prohibited from entering the licensed establishment.

Section 800. Self-Service Sales. It shall be unlawful for a licensee under this ordinance to allow the sale of tobacco, tobacco products, or tobacco related devices by any means where by the customer may have access to such items without having to request the item from the licensee or the licensee's employee and whereby there is not a physical exchange of the tobacco, tobacco product, or the tobacco related device between the licensee or his or her clerk and the customer. All tobacco, tobacco products, and tobacco related devices shall either be stored behind a counter or other area not freely accessible to customers, or in a case or other storage unit not left open and accessible to the general public. This section shall not apply to retail establishments in

which minors are at all times prohibited from entering the licensed establishment

Section 900. Responsibility. All licensees under this ordinance shall be responsible for the actions of their employees in regard to the sale of tobacco, tobacco products, or tobacco related devices on the licensed premises, and the sale of such an item by an employee shall be considered a sale by the license holder. Nothing in this section shall be construed as prohibiting the county from also subjecting the clerk to whatever penalties are appropriate under this Ordinance, State or Federal law, or other applicable law or regulation.

Section 1000. Compliance Checks and Inspections. All licensed premises shall be open to inspection by the local law enforcement, Goodhue County Sheriff's Department, the county or its designee during regular business hours. From time to time, but at least once per year, the county shall conduct compliance checks pursuant to and in compliance with Minn. Stat. § 461.

Section 1100. Violations.

<u>Subd. 1 Notice</u>. Upon discovery of a suspected violation, the alleged violator shall be issued, either personally or by mail, a citation that sets forth the alleged violation, the penalty to be imposed, and which shall inform the alleged violator of his or her right to be heard on the accusation.

<u>Subd. 2 Hearings</u>. If a person accused of violating this ordinance so requests, a hearing shall be scheduled, the time and place of which shall be published and provided to the accused violator. A hearing must be requested within thirty (30) days of the issuance of a citation or it shall be deemed waived.

<u>Subd. 3 Hearing Officer</u>. The County Board or other person(s) designated by the County Board shall serve as the hearing officer.

<u>Subd. 4 Decision</u>. If the hearing officer determines that a violation of this ordinance did occur, that decision, along with the hearing officers reasons for finding a violation and the penalty to be imposed under Section 1300 of this ordinance, shall be recorded in writing, a copy of which shall be provided to the accused violator. Likewise, if the hearing officer finds that no violation occurred or finds grounds for not imposing any penalty, such findings shall be recorded and a copy provided to the acquitted accused violator.

<u>Subd. 5 Appeals</u>. Appeals of any decision made by the hearing officer shall be filed, within thirty (30) days of the decision of the hearing officer, in the district court for

the jurisdiction of the county in which the alleged violation occurred.

<u>Subd. 6 Misdemeanor</u>. Any person or retail establishment who shall violate any of the provisions of this ordinance shall be guilty of a misdemeanor.

<u>Subd. 7 Continued Violation</u>. Each violation, and every day in which a violation occurs or continues, shall constitute a separate offense.

Section 1300. Penalties.

<u>Subd. 1 Licensees</u>. Any licensee found to have violated this ordinance, or whose employee shall have violated this ordinance, shall be charged an administrative fine of \$75 for a first violation of this ordinance; \$200 for a second offense at the same licensed premises within a twenty-four month period; and \$250 for a third or subsequent offense at the same location within a twenty-four month period. In addition, after the third offense, the license shall be suspended for not less than seven days.

<u>Subd. 2 Other Individuals</u>. Other individuals found to be in violation of this ordinance shall be charged an administrative fee of \$50.

<u>Subd. 3 Suspension or Revocation</u>. Any violation of this ordinance may be grounds for suspension or revocation of a license. The County Board may attach reasonable conditions to the reinstatement of a suspended or revoked license. There shall be no license fee refund upon suspension or revocation of a license.

Section 1400. Exceptions and Defenses. Nothing in this ordinance shall prevent the providing of tobacco, tobacco products, or tobacco related devices to a minor as part of a lawfully recognized religious, spiritual, or cultural ceremony. It shall be an affirmative defense to the violation of this ordinance for a person to have reasonably relied on proof of age as described by State law.

Section 1500. Severability and Savings Clause. If any section or portion of this ordinance shall be found unconstitutional or otherwise invalid or unenforceable by a court of competent jurisdiction, that finding shall not serve as an invalidation or effect the validity and enforceability of any other section or provision of this ordinance.

Section 1600. Effective Date. This ordinance shall take effect <u>March 2,1999</u>.

Passed by a majority vote of all members of the Goodhue County Board of Commissioners this Adday of March _____, 1999.

u. a. Massett

Dean Massett, Chairman Goodhue County Board of Commissioners

ATTESTED BY:

Stephen P. Bloom Clerk/County Administrator



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

DATE: November 20, 2018

TO: Goodhue County Health and Human Services (HHS) Board

FROM: Mike Zorn, Deputy Director

RE: Third Quarter 2018 Fiscal Report

In the third quarter of CY 2018, Goodhue County Health & Human Services Agency had the following budget financial summary.

- We expended 76% (\$12,448,075) of our budget (\$16,313,640) 75% of the way through the year. Last year at this time, we expended 84%.
- We have collected 74% (\$12,146,979) of our anticipated revenue (\$16,313,640), 75% of the way through the year. Last year at this time, we collected 69%.

Children in Out of Home Placement:

We have expended 95.8% (\$1,574,812) of our budget (\$1,644,500), 75% of the way through the year, which resulted in being over budget 20.76% or \$341,437. This continues to be a state and national trend. It is this increased trend that we have worked very hard to bring something different, innovative to our county to address this need. Two examples of such services are Collaborative Intensive Bridging Services (CIBS) and Evidenced Based Family Home Visiting Program.

CIBS is an effort funded by MN System of Care Grant with MNPrarie County Alliance and Olmsted County to integrate mental health interventions for children with serious emotional disturbance who are at risk of extended residential treatment. CIBS combines rigorous targeted case management and intensive community-based therapeutic services with a brief residential treatment placement for children. CIBS is an evidence based intervention that has been successful in improving the overall functioning of children with serious emotional disturbance and reducing the need for more intensive mental health services including less need for out of home placements.

The regional Evidence Based Home Visiting program is an intensive model rooted in the belief that early, nurturing relationships are the foundation for life-long, healthy development with the evidenced based goals to be able to reduce the rates/numbers of children who suffer abuse and neglect and resulting in healthier, thriving children and families with less need for out of home placements.

State Hospital Costs:

We have expended 32% (\$190,223) of our budget (\$600,000). This figure has been reduced by \$90,305 client refund HHS received from DHS that was receipted back into this account. Last year at this time, we expended \$761,111. We continue to anticipate this given the state crisis with mental health, the situation with Anoka-Metro Regional Treatment Center where clients do not have any other place to go.

One of our long-term clients that was there has now relocated outside of Anoka-Metro Regional Treatment Center.

Consolidated Chemical Dependency Treatment Fund (CCDTF):

As we seen at the September 2018 Board meeting, when reviewing the DAANES report for 2017 Chemical Dependency Treatment is also increasing. The County share of Consolidated Chemical Dependency Treatment Fund (CCDTF) had significantly increased in 2017 and 2018 compared to 2016. For the third quarter, we have expended 100% (\$199,797) of our budget (\$200,000).

Goodhue County will be implementing a Treatment Court that tentatively will reduce costs related to Chemical Dependency Treatments and reduced foster care costs as children of treatment court participants spend significantly less time in out of home placements.

Salaries, Benefits, Overhead and Capital Equipment:

On agency salaries, benefits, overhead and capital equipment line items, we have expended 72% of our budget 75% of the way through the year.

Staffing Revenues Additional Staff:

For the Third quarter report, total staffing revenue is 87.77% (\$3,534,733) 75% through the year of the total 2018 budget of \$4,027,109 for these revenue categories.

The 2018 budget driving force continues to be costs associated with OHP and Chemical Dependency.

Goodhue County

REVENUES & EXPENDITURES BUDGET REPORT

INTEGRATED FINANCIAL SYSTEMS

Report Basis: Cash

Page 25 From: 01/2018 Thru: 09/2018 Percent of Year: 75%

11 FundHealth & Human Service Fund479 DeptPHS Administration

Account Nu	umbe	Description	<u>Status</u>	<u>09/2018</u>	Selected	<u>2018</u>	<u>% Of</u>
				<u>Amount</u>	Months	<u>Budget</u>	<u>Budget</u>
11-479-479-	0000-6174	Mandatory Medicare		90.69	966.58	1,102.00	88
11-479-479-	0000-6201	Telephone		170.40	2,096.17	3,000.00	70
11-479-479-	0000-6202	Cell Phone		62.13	628.87	1,050.00	60
11-479-479-	0000-6203	Postage/Freight		.00	0.00	1,600.00	0
11-479-479-	0000-6241	Advertising		.00	235.55	0.00	0
11-479-479-	0000-6243	Association Dues/Membershi	ps	.00	0.00	2,000.00	0
11-479-479-	0000-6268	Software Maintenance Contra	cts	.00	12,529.52	23,730.00	53
11-479-479-	0000-6278	Consultant Fees		175.00	525.00	700.00	75
11-479-479-	0000-6283	Other Professional & Tech Fee	es	169.57	5,624.12	8,656.00	65
11-479-479-	0000-6302	Copies/Copier Maintenance		.00	2,765.81	6,800.00	41
11-479-479-	0000-6304	Other Machinery & Equipmen	t Maint	685.20	685.20	0.00	0
11-479-479-	0000-6331	Mileage		25.07	94.83	70.00	135
11-479-479-	0000-6332	Meals & Lodging		335.77	834.65	500.00	167
11-479-479-	0000-6335	Motor Pool Vehicle Usage		.00	87.30	0.00	0
11-479-479-	0000-6342	Land & Building Lease/Rent		18,894.75	56,684.25	75,579.00	75
11-479-479-	0000-6351	Insurance		.00	8,370.54	8,201.00	102
11-479-479-	0000-6357	Conferences/Schools/Trainin	g	174.24	284.24	400.00	71
11-479-479-	0000-6405	Office Supplies		288.18	1,713.63	1,600.00	107
11-479-479-	0000-6414	Food & Beverages		.00	335.16	158.00	212
11-479-479-	0000-6432	Other Furniture & Equipment		463.50	4,711.95	0.00	0
11-479-479-	0000-6480	Equipment/Furniture<\$5,000)	.00	25,119.90	19,600.00	128
479 Dept	TOTALS PHS	Administration	Revenue	.00	24,636.04 -	27,100.00-	91
			Expend.	38,931.23	282,216.24	336,332.00	84
			Net	38,931.23	257,580.20	309,232.00	83
11 Fund	TOTALS He	alth & Human Service Fund	Revenue	439,034.83 -	12,146,978.95 -	16,313,640.00-	74
			Expend.	1,250,140.24	12,448,074.72	16,313,640.00	76
			Net	811,105.41	301,095.77	.00	0
FINAL TOTALS:	604 Account	ts	Revenue	439,034.83 -	12,146,978.95 -	16,313,640.00-	74
	501710000		Expend.	1,250,140.24	12,448,074.72	16,313,640.00	76
			Net	811,105.41	301,095.77	.00	0
				· · · · · · · · · · · · · · · · · · ·	\setminus /		

		ACTUAL	ACTUAL	BUDGET	% OF	% OF
ACCOUNT #	DESCRIPTION	2017	THRU 9/18	2018	BUDGET	YEAR
11-430-710-3410-6020	ELECTRIC HOME MONITORING	\$3,493.00	\$5,640.50	\$5,000.00	113%	75%
11-430-710-3710-6020	CHILD SHELTER -SS	\$43,625.12	\$8,605.16	\$30,000.00	29%	75%
11-430-710-3711-6020	REGULAR CRISIS CARE - CS			\$1,000.00	0%	75%
11-430-710-3750-6025	NORTHSTAR KINSHIP ASSISTANCE	\$1,023.00	\$5,574.38	\$2,000.00	279%	75%
11-430-710-3780-6025	NORTHSTAR ADOPTION ASSISTANCE	\$22,120.00	\$3,085.62	\$15,000.00	21%	75%
11-430-710-3800-6057	RULE 4 TRMT FOSTER CARE - SS	\$127,894.52	\$53,822.36	\$150,000.00	36%	75%
11-430-710-3810-6057	REGULAR FOSTER CARE - SS	\$576,606.30	\$402,843.94	\$460,000.00	88%	75%
11-430-710-3810-6058	REGULAR FOSTER CARE - SS-CS- EXPENSES	\$47,707.73	\$29,027.49	\$45,000.00	65%	75%
11-430-710-3814-6056	EMERGENCY FOSTER CARE PROVIDER	\$8,118.00	\$5,896.00	\$8,000.00	74%	75%
11-430-710-3814-6057	EMERGENCY FOSTER CARE	\$14,979.55	\$3,539.37	\$15,000.00	24%	75%
11-430-710-3820-6020	RELATIVE CUSTODY ASSISTANCE			\$1,500.00	0%	75%
11-430-710-3830-6020	PAYMENTS FOR RECIPIENTS - RULE 8 SS	\$28,068.23	\$92,404.86	\$9,000.00	1027%	75%
11-430-710-3831-6020	PAYMENTS FOR RECIPIENTS - RULE 8 CS	\$5,613.16	\$12,542.11	\$9,000.00	139%	75%
11-430-710-3850-6020	DEPT OF CORR GROUP FACILITY - SS	\$292,278.05	\$454,946.47	\$330,000.00	138%	75%
11-430-710-3852-6020	DEPT OF CORR GROUP FACILITY - CS	\$107,377.06	\$92,012.68	\$60,000.00	153%	75%
11-430-710-3880-6020	EXTENDED FOSTER CARE - IND LIVING 18-20	\$33,381.95	\$16,988.59	\$24,000.00	71%	75%
11-430-710-3890-6020	SHORT TERM FOSTER CARE/RESPITE CARE	\$5,380.29	\$4,791.02	\$1,000.00	479%	75%
11-430-740-3830-6020	PAYMENT FOR RECIPIENTS - RULE 5 SS	\$875,123.87	\$383,091.23	\$425,000.00	90%	75%
11-430-740-3831-6020	RULE 5 CS	\$47,150.81		\$54,000.00	0%	75%
	TOTAL OUT OF HOME PLACEMENT	\$2,239,940.64	\$1,574,811.78	\$1,644,500.00	95.8%	75%
	Over/(Under) Budget for percent of year	\$1,295,000.00	\$341,436.78	\$1,233,375.00	75%	75%
	Percent Over/(Under) Budget	-\$944,940.64			20.76%	

	December	
	November	
	October	
	September	20.76%
	August	19.40%
	July	18.87%
	June	17.44%
	Мау	24.39%
	April	15.57%
	March	14.44%
	February	13.50%
	January	4.35%
Over/Under Budget	2017	72.97%

MIKEZ 11/1/18 1:06PM

Goodhue County

INTEGRATED FINANCIAL SYSTEMS

STATEMENT OF REVENUES AND EXPENDITURES

Page 2

	As Of 09/2018	Report Basi	is: Cash			
DESCRIPTION		CURRENT MONTH	YEAR TO-DATE	2018 Budget	% OF BUDG	% OF YEAR
PROGRAM 600 INCOME MAINTENANCE						
SALARIES						
SALARIES & BENEFITS		204,040.96	1,931,699.16	2,764,220.00	70	75
TOTAL SALARIES		204,040.96	1,931,699.16	2,764,220.00	70	75
OVERHEAD						
AGENCY OVERHEAD		39,538.23	217,126.42	314,269.00	69	75
TOTAL OVERHEAD		39,538.23	217,126.42	314,269.00	69	75
CAPITAL EQUIPMENT						
CAPITAL EQUIPMENT OVER \$5,000		0.00	29,860.54	24,480.00	122	75
TOTAL CAPITAL EQUIPMENT		0.00	29,860.54	24,480.00	122	75
DESCRIPTION		CURRENT	YEAR TO-DATE	2018	% OF	% OF
		MONTH	TU-DATE	Budget	BUDG	YEAR
PROGRAM 640 CHILD SUPPORT AND COLLECTIONS SALARIES						
SALARIES & BENEFITS		51,656.18	507,167.50	730,667.00	69	75
TOTAL SALARIES		51,656.18	507,167.50	730,667.00	69	75
OVERHEAD						
AGENCY OVERHEAD		29.341.33	155,468.38	188,913.00	82	75
TOTAL OVERHEAD		29,341.33	155,468.38	188,913.00	82	75
CAPITAL EQUIPMENT			,			
CAPITAL EQUIPMENT OVER \$5,000		0.00	0.00	0.00	0	75
TOTAL CAPITAL EQUIPMENT		0.00	0.00	0.00	0	
TOTAL CATTAL EQUIPMENT		0.00	0.00	0.00	0	10
		CURRENT	YEAR	2018	% OF	% OF

DESCRIPTION	MONTH	YEAR TO-DATE	2018 Budget	% OF BUDG	% OF YEAR
PROGRAM 700 SOCIAL SERVICES PROGRAM			budget		
SALARIES					
SALARIES & BENEFITS	241,371.83	2,223,602.95	3,147,431.00	71	75
TOTAL SALARIES	241,371.83	2,223,602.95	3,147,431.00	71	75
OVERHEAD					
AGENCY OVERHEAD	38,812.44	228,908.36	334,400.00	68	75
TOTAL OVERHEAD	38,812.44	228,908.36	334,400.00	68	75
CAPITAL EQUIPMENT					
CAPITAL EQUIPMENT OVER \$5,000	0.00	28,689.52	23,520.00	122	75
TOTAL CAPITAL EQUIPMENT	0.00	28,689.52	23,520.00	122	75

DESCRIPTION	CURRENT MONTH	YEAR TO-DATE	2018 Budget	% OF BUDG	% OF YEAR
PROGRAM PUBLIC HEALTH					
SALARIES					
SALARIES & BENEFITS	212,092.39	2,007,885.13	2,626,488.00	76	75
TOTAL SALARIES	212,092.39	2,007,885.13	2,626,488.00	76	75
OVERHEAD					
AGENCY OVERHEAD	36,878.25	222,904.80	282,148.00	79	75
TOTAL OVERHEAD	36,878.25	222,904.80	282,148.00	79	75
CAPITAL EQUIPMENT					
CAPITAL EQUIPMENT OVER \$5,000	0.00	0.00	0.00	0	75
TOTAL CAPITAL EQUIPMENT	0.00	0.00	0.00	0	75
	CURRENT	YEAR	2018	% OF	% OF
DESCRIPTION	MONTH	TO-DATE	Budget	BUDG	YEAR
FINAL TOTALS	853,731.61	7,553,312.76	10,436,536.00	72	75

MIKEZ

11/1/18 1:11PM

Goodhue County

STATEMENT OF REVENUES AND EXPENDITURES

INTEGRATED FINANCIAL SYSTEMS

Page 2

DESCRIPTION	CURRENT MONTH	YEAR TO-DATE	2018 Budget	% OF % OF BUDG YEAR
HHS Staffing Revenues				
11-420-640-0000-5289 CS ST MA Incentive	2,579.42	2- 27,011.39-	25,000.00 -	75
11-420-640-0000-5290 CS ST Incentives	0.00	0 11,918.00-	18,000.00 -	75
11-420-640-0000-5355 CS Fed Admin	37,700.00	0- 607,813.00-	705,835.00-	75
11-420-640-0000-5356 CS Fed Incentive	0.00	84,900.00-	112,000.00-	75
11-420-640-0000-5379 CS Fed MA Incentive	1,547.65	5- 16,206.83-	18,000.00 -	75
11-430-700-0000-5292 State LTSS	0.00	253,677.00-	277,000.00-	75
11-430-700-0000-5383 Fed LTSS	0.00	300,921.00-	330,000.00 -	75
11-430-700-3810-5380 Fed MA SSTS	0.00) 103,429.00-	144,730.00-	75
11-430-710-0000-5289 Child Protection	0.00) 181,477.53 -	133,294.00-	75
11-430-710-3810-5366 FC IV-E	0.00	0 141,502.00-	58,000.00 -	75
11-430-710-3810-5367 IV-E SSTS	0.00	73,670.00-	70,000.00 -	75
11-430-710-3930-5381 CW-TCM	0.00	265,104.00-	340,000.00 -	75
11-430-730-3050-5380 Rule 25 SSTS	0.00	0 48,814.00-	65,000.00 -	75
11-430-740-3830-5366 IV-E Rule 5	0.00	0 18,680.00-	10,000.00 -	75
11-430-740-3900-5381 Child MA MH-TCM	0.00	0 10,380.50-	25,000.00 -	75
11-430-740-3900-5401 SCHA Child MH-TCM	0.00	7,985.00-	10,000.00 -	75
11-430-740-3910-5240 St Adult MH-TCM	0.00	2,632.40-	0.00	75
11-430-740-3910-5381 MA Adult MH-TCM	846.00	0- 132,556.07-	178,000.00 -	75
11-430-740-3910-5401 SCHA Adult MH-TCM	50,698.00)- 376,586.00-	370,000.00 -	75
11-430-740-3930-5401 SCHA Pathways	4,652.16	67,873.79-	32,000.00 -	75
11-430-760-3930-5381 Adult VA/DD-TCM	2,350.61	1- 60,637.41-	30,000.00 -	75
11-463-463-0000-5290 St AC Waiver	995.21	6,676.52-	25,000.00 -	75
11-463-463-0000-5291 St MA Waivers	70,297.96	6- 309,637.38-	285,000.00 -	75
11-463-463-0000-5381 Fed MA Waivers	72,393.17	7 - 317,905.22 -	305,000.00 -	75
11-463-463-0000-5402 SCHA Waivers	96.80)- 291,174.97-	380,000.00 -	75
11-463-463-0000-5429 SCHA Care Coord	19,842.88		190,000.00 -	75
TOTAL HHS Staffing Revenues	263,999.86	5- 3,840,683.63-	4,136,859.00-	75
	Less State Billable Options Less Fed Billable Options	(49,678.00) (60,072.00)	(152,057.00) (153,894.00)	-
		3,534,733.00	4,027,109.00	87.77 75



GOODHUE COUNTY HEALTH & HUMAN SERVICES (HHS)



Monthly Report

CD Placements

CONSOLIDATED FUNDING LIST FOR NOVEMBER 2018

In-Patient Approval:

#00457488 – 27 year old male – no previous treatment – Restoration Counseling & Community Services, St. Paul

#03034822R - 30 year old male - two previous treatments - Riverplace Counseling Center, Anoka

#02895392 – 14 year old male – no previous treatment – Adolescent Treatment Center of Winnebago

#05643398 - 42 year old male - no previous treatment - Northstar Behavioral Health, St. Paul

#02424920 – 17 year old male – no previous treatment – Adolescent Treatment Center of Winnebago

#05714094 – 23 year old male – no previous treatment – Twin Town Treatment Center, St. Paul

#01195004R - 39 year old male - one previous treatment - MN Adult & Teen Challenge, Rochester

#00633731R - 43 year old female - four previous treatments - The Gables, Rochester

#02976246R - 57 year old male - two previous treatments - Restoration Counseling & Community Services, St. Paul

#00700050R - 42 year old male - four previous treatments - CARE-St. Peter

#00865273R - 31 year old male - four previous treatments - MN Adult & Teen Challenge, Rochester

#01073386R – 49 year old male – numerous previous treatments – Transformation House, Princeton

#00611468 – 56 year old female – no previous treatments – Cochran Recovery Services, Hastings

Outpatient Approvals:

#05709558R - 24 year old male - 4 previous treatments - Common Ground, Red Wing

#05643774R - 40 year old female - numerous previous treatments - Common Ground, Red Wing

#00356383R - 30 year old female - two previous treatments - Common Ground, Red Wing

Halfway House Approval: None

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

GOODHUE COUNTY HEALTH & HUMAN SERVICES (GCHHS)



Monthly Update Child Protection Assessments/Investigations

	2015	2016	2017	2018
January	18	18	21	25
February	11	26	22	21
March	23	16	17	27
April	24	32	17	22
Мау	24	21	31	19
June	7	17	28	23
July	14	18	21	22
August	17	19	33	11
September	31	25	20	17
October	30	18	28	28
November	20	22	19	
December	17	15	16	
Total	236	247	273	168

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

Quarter 3 (July-September) 2018

Goodhue County Health and Human Services November 20, 2018



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Economic Assistance Child Support

Purpose/Role of Program

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





% Open Child Support Cases with **Orders Established** 100% 80% 60% 40% 20% 0% 2011 2012 2013 2014 2015 2016 2017 % open child support cases with orders established — Target: 80%

Story Behind the Baseline

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

Where Do We Go From Here?

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



Economic Assistance Cash Assistance

Purpose/Role of Program

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



Story Behind the Baseline

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

Where Do We Go From Here?

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



Economic Assistance Healthcare

Purpose/Role of Program

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



Story Behind the Baseline

- **LEFT:** The number of enrollees on healthcare for Medical Assistance (MA) and MinnesotaCare (MCRE) has remained stable over the past year since the significant increases of Affordable Care Act (ACA) implementation.
- **CENTER & RIGHT:** The number of healthcare recipients enrolled through the MNsure/METS system has continued to increase as more people enroll and those on the legacy system (MAXIS) transfer to MNsure/METS. This trend will continue, however, at a slower pace.

Where Do We Go From Here?

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

CENTER & RIGHT: We continue to work closely with MNsure and DHS in order to improve the applicant and worker experience with the MNsure system. This has been very challenging due to METS' technical and system issues, program complexities, changing policies, and inadequate supports from the state. Most recently our county has moved forward in adding workers in order to try to better manage the work, but much more work is still needed from the state.



Economic Assistance SNAP

Purpose/Role of Program

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







Story Behind the Baseline

- LEFT: The number of households receiving food benefits in Goodhue County has decreased over the recent years. This follows the state trend. There are a number of factors contributing to this decrease including change in program rules, stronger economy and increased fraud prevention efforts.
- CENTER: Efficient and timely processing of expedited applications helps ensure that people's basic need for food is met. In 2016, 68.5% of expedited SNAP applications processed within one business day; this percentage was above the 55% state performance threshold and less than Goodhue County's target of 80%.
- **RIGHT**: SNAP & Cash Assistance are a way to help people meet their basic needs. Timely processing of applications is one measure of how well counties are able to help people meet their basic needs. In 2016, 90.8% of SNAP and Cash Assistance applications processed timely; this percentage was above the 75% state performance threshold and less than Goodhue County's target of 95%.

Where Do We Go From Here?

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

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Public Health Disease Prevention and Control (DP&C)

Purpose/Role of Program

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





Story Behind the Baseline

- LEFT: GCHHS continues to vaccinate infants, children, teens, and adults who are uninsured. Spring and summer tend to be less busy and walk-in immunization clinics change from weekly to monthly. In August weekly clinics will resume as more school and flu shots are given. GCHHS organizes school, employee and community flu clinics around the county which are conducted by private vaccinating companies starting in September.
- CENTER: The percentage of children up-to-date on immunizations remains consistent.
- **RIGHT:** GCHHS investigates tuberculosis cases and evaluates contacts of TB cases. Medications are obtained from MDH and are provided to patients diagnosed with active or inactive (latent) TB. A new TB protocol was developed to meet accreditation requirements.

- LEFT: GCHHS organized 23 flu clinics with 2 private vaccinating companies to provide flu vaccinations to students and staff in all Goodhue County Schools during the school day, in addition to community flu clinics at the schools that take place after school. A graduate school nurse is conducting a study of flu vaccinations rates and flu illness at Cannon Falls schools. It will be their first time participating in the student flu clinics. GCHHS has set up additional times for Goodhue County employees to receive their flu shots including at the Health Check 360 screenings.
- **CENTER:** GCHHS will continue to work with providers and regional partners on strategies to improve immunization rates such as reminder letters, parent education, and promotional activities.
- **RIGHT:** GCHHS is responsible for prevention and control of tuberculosis in Goodhue County. We work with MDH and assist with other disease investigations or outbreaks.



Public Health Family Home Visiting and Follow Along

Purpose/Role of Program

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



Story Behind the Baseline

- LEFT: Our quarterly average isapproximately 63 visits per month.
- **CENTER:** Smoking during pregnancy can cause baby to be born early or to have low birth weight making it more likely the baby will be sick and have to stay in the hospital longer. Smoking during and after pregnancy is a risk factor of sudden infant death syndrome (SIDS).
- **RIGHT:** Follow Along Program monitors the development of the children enrolled by sending the parents validated screening questionnaires. Of the questionnaires returned to us, this data shows us how many children are not meeting developmental milestones and therefore require more follow up by a public health nurse and also a possible referral to Early Childhood Special Education for an assessment.

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



Public Health WIC

Purpose/Role of Program

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



Story Behind the Baseline

- **LEFT:** WIC promotes a healthy weight. The rates of obesity and overweight or at risk among Goodhue County WIC children 2 up to 5 years of age are stable and similar to the state average. *In 2018, WIC added a measure for obesity and combined the measures for overweight and at risk into one. (*Data will be skewed until old data is phased out.*)
- CENTER: The statewide WIC goal is to increase breastfeeding of infants 0-12 months. Breastfeeding initiation has increased; however, duration of breastfeeding continues to be an issue. *Starting in 2018, WIC is measuring babies who are totally breastfed and babies who are receiving breastmilk and formula. Exclusively breastfed babies tend to breastfeed longer. Babies receiving **any** breastmilk are still getting the benefits of breastfeeding.
- RIGHT: Looks at staffing ratio to determine adequate staffing.

- LEFT: Offering nutrition education regarding healthy eating habits and the importance of physical activity. Education is done with a 'participant centered' approach so that they have more ownership in making changes.
- **CENTER:** Breastfeeding is discussed with all pregnant women and they are offered breastfeeding peer services. We try to see babies soon after discharge to provide breastfeeding support and appropriate resource referrals i.e: Lactation Consultants, Maternal Health Nurse.
- **RIGHT:** Outreach Activities include building rapport with clients to foster person-to-person referrals (the majority of our referrals), communication with health care providers, newspaper articles, participation in health/resource fairs. Although caseloads have decreased families that we are serving seem to have more issues/needs than we have seen in the past.



Public Health Live Well Goodhue County

Purpose/Role of Program

The mission of Live Well Goodhue County is to improve the health of our residents by making it easier to walk, bike, eat nutritious foods and avoid the use of and exposure to tobacco products. We accomplish this by partnering with child care providers, schools, businesses, communities and health care providers. We are funded by the Minnesota Statewide Health Improvement Partnership of the Minnesota Department of Health.



Story Behind the Baseline

- **LEFT:** Our current partners are Cannon Falls School District, Goodhue School District, Red Wing High School, 4 classrooms at Red Wing Twin Bluff and Zumbrota Primary and Middle/High School.
- **CENTER:** Our current partners are Accra Home Health, Amesbury Truth, Fernbrook Family Center, Goodhue County, Pro Act, Inc., Star Tech Computing, and Zumbrota-Mazeppa School District . Southeastern Minnesota Oral & Maxillofacial Surgery decided not to pursue a partnership at this time.
- RIGHT: Sustainability is determined at the end of each Live Well Goodhue County year.

*2015 grant year=11/1/14-10/31/15. *2016 grant year= 11/1/15-10/31/16. *2017 grant year=11/1/16-10/31/17 *2018 grant year =11/1/17-10/31/18

- LEFT: Live Well Goodhue County staff continued to work with current partners over the summer so initiatives could be implemented in September. With the new school year beginning in September, we will be reaching out to all schools, public and private, to discuss plans for their new year.
- **CENTER:** The Live Well Goodhue County staff continues to offer technical assistance and mini-grant opportunities to past workplace partners. Plans for next year include a collaborative for our senior living facilities and partnering with our past partners to develop a new workplace wellness initiative.
- **Right:** Sustainability is a key component of the Statewide Health Improvement Partnership. Live Well Staff will continue to encourage partners to develop written plans that will assure the initial work done is sustained. A survey will be sent to our partners in November, 2018.



Public Health Healthy Communities Toward Zero Deaths

Purpose/Role of Program

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

Towards Zero Deaths is based on the belief that even one traffic-related death on our roads is unacceptable. TZD uses an interdisciplinary, data-driven approach to reduce traffic fatalities and is funded by a grant from the Minnesota Department of Public Safety.







Story Behind the Baseline

- **LEFT:** Staff time spent face to face with the community has increased through Live Well Goodhue County and Live Healthy Red Wing work in 2017.
- **CENTER:** Many of our coalition members are active members who provide many hours of volunteer time outside of meetings. Many of our members work within enforcement and work overnight shifts. Daycare, work and other issues make them unavailable to attend our coalition meetings.
- **RIGHT**: Our goal is to maintain a balance of representation from each "E" because a combination of strategies and approaches are often most effective.

Where Do We Go From Here?

- LEFT: We implemented a new time of monthly upcoming event sharing as a way to know what events are happening. Staff decided it works and to keep doing it.
- **CENTER & RIGHT:** Engage existing members and recruit new members in the 4 sectors of education, enforcement, engineering, and emergency medical and trauma services (the "4Es"). Look into new programs, ideas and initiatives that are engineering specific.

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Public Health Waiver Management Team

Purpose/Role of Program

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



Story Behind the Baseline

- LEFT: Home and Community-based services include all waiver programs: Elderly Waiver (EW), Community Access for Disability Inclusion (CADI), Community Alternative Care (CAC), Brain Injury (BI), and Developmental Disability (DD). This also includes: Person Care Assistant (PCA), Alternative Care (AC), Consumer Support Grant (CSG), and Family Support Grant (FSG) programs. Referrals are received for all of these programs through the waiver management team and then assigned an assessor to determine eligibility and need for services. In th 1st quarter of 2018 175 referrals were received in the 2nd quarter 185 were received. 3rd quarter we received 164 referrals. Referrals were down this quarter related to less county of residence and under 65 nursing home screens.
- **CENTER:** All non-SCHA assessments and reassessments are required to be completed on MnCHOICES. 100% of assessments during the 1st, 2nd and 3rd quarters of 2018 were completed on MnCHOICES. The Department of Human Services and SCHA require that all reassessments be completed within 365 days from their previous assessment. In the 1st, 2nd and 3rd quarters of 2018, 100% were completed in this time

Where Do We Go From Here?

• **CENTER & RIGHT:** We are working toward 100% (or continued 100%) compliance with completing MnCHOICES assessments, doing assessments within 365 days and sending out care plans in 30 days.



Social Services Adult Protection

Purpose/Role of Program

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



Story Behind the Baseline

• **RIGHT:** Commitments continue to increase, and the resources for clients who need inpatient treatment are becoming more scarce. Some clients have experienced very long waits for an inpatient mental health bed.



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



Social Services Rule 25

Purpose/Role of Program

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



Story Behind the Baseline

- LEFT & RIGHT: Rule 25 assessments have increased dramatically. We are seeing a large increase in methamphetamine abuse, as well as an increase in clients seeking treatment for heroin addiction. These clients tend to require longer stays in treatment and aftercare.
- Many clients seeking treatment are dual diagnosed with mental health issues. These clients often need specialized dual diagnosis treatment programs and more intensive aftercare.
- We are completing more assessments on child protection clients with highly complex issues, creating increased need for programs that are family friendly to facilitate visits, or programs where children can reside with parents.

*These numbers do not include clients seen that have a PMAP that pays for their assessment and treatment.



Where Do We Go From Here?

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



Social Services Child Protection

Purpose/Role of Program

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







Story Behind the Baseline

LEFT: For the first time in several years, it appears that the trend in child protection assessments is leveling off. If this trend continues for 2018 we will be at or slightly below the number of assessments in 2017.

CENTER: DHS has changed how this data is collected, and we can only get this information in "year to date" format instead of separate numbers for each quarter. At the time this report was collected, data was available through the 3rd week in September, which shows Goodhue County at 95.7%.

RIGHT: This data is also available only in "year to date" format. As of the 3rd week in September, Goodhue County was at 90.4%.

- LEFT : This is an encouraging trend if it continues.
- **CENTER:** It should be noted that in July, 2018 the mandate for timeliness changed, and counties are now required to see children within 24 hours or 5 days of when the report was received, instead of when the report was screened. It will be very challenging to continue to meet this threshold. This data is behind, so it is expected that Goodhue County's percentage will drop.
- **RIGHT:** Goodhue County continues to meet this standard.



Social Services Mental Health

Purpose/Role of Program

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



Story Behind the Baseline

- LEFT: The AMH caseload has become more manageable since the addition of 2 case managers in 2014, but caseloads are still above the state recommended guideline of 30/worker. We are seeing an increase in referrals again.
- **CENTER:** Healthy Pathways is a newer South Country Health Alliance (SCHA) program focusing on providing early intervention to persons exhibiting mental illness to avoid crisis (such as incarceration or civil commitment).
- **RIGHT:** Staff are making strong efforts to meet with clients on a monthly basis, and currently approximately 80% of mental health clients have monthly contact. There were several holidays and vacations in November/December which contributed to lower % of contacts.

Where Do We Go From Here?

• LEFT, CENTER & RIGHT: Support staff closely monitor staff activity to maximize billing and ensure that most clients have monthly contact.



Social Services Child Care Licensing and Funding

Purpose/Role of Program

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



Story Behind the Baseline

- **LEFT**: The number of licensed child care homes continue to decline. Lack of child care is a serious issue in the county and throughout the state. This impacts many areas, including a family's ability to maintain work and independence.
- **RIGHT:** Our utilization is currently above our allotment for the first time in several years. The goal is to remain between 90-100% of our allotment, but few counties are able to hit this target due to many factors that are out of the county's control. We will watch this trend to determine how to move forward.



Where Do We Go From Here?

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



Social Services Children's Programs

Purpose/Role of Program

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



Story Behind the Baseline

- LEFT: The decline in PSOP cases is from the natural turnover in cases. This number will fluctuate and is likely to go back up as the school year begins. The Parent Support Outreach Program (PSOP) continues to be well utilized, and we have expanded our efforts to include Early Childhood Family Education classes and a Teen Parent's support group.
- **RIGHT:** Fernbrook continues to provide Children's Mental Health case management.



- LEFT: PSOP continues to be a vital service for families. Having a permanency PSOP worker is allowing us to increase and expand those services.
- **RIGHT:** We continued to work closely with Fernbrook to ensure that program is widely utilized and effective.



Health & Human Services County Cars

Purpose/Role of Program

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



Story Behind the Baseline

• **CENTER:** Years 2011 – 2013 were Social Service miles only. In 2014 Public Health was added. 2015-present includes all of Health and Human Services. Many factors determine whether someone uses a county car, including preference, demand for county cars (all checked out), what cars are available (4 wheel drive), weather, destination, needing to transport bulky items, and employee's residence (whether it is faster to drive to a meeting than first go to Red Wing to get a car).

Where Do We Go From Here?

• **CENTER:** A team from all divisions did a quality improvement project November 2016– July 2017. They implemented a new way to edit reservations in the car reservation program. Data showed HHS as a department makes 70% of the county's car reservations but only 48% of the cars are parked at HHS. The county is looking to add an additional car and it would be parked at HHS because we've proven need. Project concluded in July.

Goodhue County Performance Report

Child Support Performance Report October 2018

Reporting Period Oct. 1, 2017 – Sept. 30, 2018



For more information contact:

Minnesota Department of Human Services Human Services Performance Management System DHS.HSPM@state.mn.us | (651) 431-5780



Performance Report Overview

About this Report

The purpose of this report is to share county performance data on the Child Support measures as they relate to the Human Services Performance Management system (referred to as the Performance Management system).

This report contains data on three measures including:

- Federal fiscal year (Oct. 1, 2017 Sept. 30, 2018) performance data for the three Child Support measures
- · Performance data trends for recent years
- A performance comparison to other counties in the same Minnesota Association of County Social Services Administrators (MACSSA) region

This report compares county performance to the thresholds established for the Performance Management system. The Performance Management system defines a threshold as the minimum level of acceptable performance, below which counties will need to complete a Performance Improvement Plan (PIP) as defined in Minnesota Statutes Chapter 402A. For counties below the threshold, an official PIP notification—with instructions for accessing PIP forms, PIP completion directions, and available technical assistance—will be sent in addition to this report.

Counties with Small Denominators

When a county has a denominator less than 20, the Performance Management team will look at overall performance across the three Child Support measures to determine if a PIP is needed. In this instance, a county will not be subject to a PIP if the threshold has been met on two of the three measures.

Additional Information

Supplemental and background information about the Performance Management System can be found on CountyLink: www.dhs.state.mn.us/HSPM.

DEPARTMENT OF HUMAN SERVICES HUMAN SERVICES PERFORMANCE MANAGEMENT

Percent of Current Child Support Paid Threshold Review

Background on Percent of Current Child Support Paid Threshold Changes

In 2017, a stakeholder workgroup recommended and the Human Services Performance Council approved a two part plan to update the Child Support Paid Threshold:

• Increasing Five-year Average (Currently in Use)

Temporary Threshold Launched in 2017

This modified version of the historical threshold was launched last year. The current, temporary threshold rewards performance improvement while minimizing the effect of one-year performance anomalies. This threshold will be used until the Regression Adjusted Performance Model is finalized.

Develop a Regression Adjusted Performance Model

The DHS Child Support division, in partnership with the Performance Management team, is developing a Regression Adjusted Performance Model to use statistical regression analysis to predict what a county's performance should be based on contributing factors. The regression model is under development and will be implemented when complete.

Calculating the Increasing Five-year Average Threshold

The Current Child Support Paid threshold uses a five-year average of the year-over-year (YOY) point change in performance. If the average YOY growth for the county is positive, there is no PIP. If there was no growth (0 percentage points) or negative growth, the county receives a PIP. The threshold includes a cap on expected performance of 80%; regardless of year-over-year change, counties with performance of 80% or higher will not receive a Performance Improvement Plan (PIP).

	<u>County Data:</u>	<u>Calculate Year-over-year Change:</u>	<u>Calculate Average Change:</u>		
Calculation	Milkweed County had 64.79 percent of its orders paid in 2011, 65.22 percent in 2012, 65.35 percent in 2013, 66.21 percent in 2014, 65.08	2012 - 2011 = 65.22 - 64.79 = 0.43 2013 - 2012 = 65.35 - 65.22 = 0.13 2014 - 2013 = 66.21 - 65.35 = 0.86 2015 - 2014 = 65.08 - 66.21 = -1.13	$(\Delta 2012 + \Delta 2013 + \Delta 2014 + \Delta 2015 + \Delta 2016) / 5 =$ (.43 + .13 + .86 + -1.13 + 1.03) / 5 = .264 percentage points		
Sample C	percent in 2015, and 66.11 percent in 2016.	2016 - 2015 = 66.11 - 65.08 = 1.03	The average is positive, therefore the threshold has been met.		



About the Measure

Outcome: Children have the opportunity to develop to their fullest potential

Percent of open child support cases with paternity established.

What is this measure?

This measure divides the number of children in open Child Support cases that were not born in marriage in the previous federal fiscal year by the number of children in open Child Support cases that had paternities established in the report year. The paternities established by Child Support workers during the federal fiscal year may not necessarily be for the same children born of non-marital births in the previous year. This is why percentages often exceed 100 percent.

Why is this measure important?

Establishing parentage gives a child born outside of marriage a legal father and the same legal rights as a child born to married parents. Parentage must be established before an order for support can be established. Within the Child Support program, counties are responsible for connecting parents and their children by locating parents and establishing paternity. The counties initiate court actions to determine parentage. Paternity is important not only for the collection of child support, but also for other legal matters like inheritance and survivor benefits.

What affects performance on this measure?

- Service factors such as staff availability, the hours a county office is open, the location of the agency in relation to people needing services, and the age of technology and computer systems.
- Staff factors such as staff training levels, staff-to-client ratios, and business continuity planning as older, more experienced workers retire.
- Participant factors such as demographics, trust or mistrust of government, housing stability, and immigration status.
- Environmental factors such as cooperation between law enforcement, counties, courts, and hospitals; working across state and American Indian reservation borders; and clients' ability to obtain transportation.

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HUMAN SERVICES PERFORMANCE MANAGEMENT **Goodhue County Performance**

Outcome: Children have the opportunity to develop to their fullest potential

Percent of open child support cases with paternity established.

County Performance by Year

	2013	2014	2015	2016	2017	2018
County Performance	106.00%	104.00%	102.23%	107.83%	106.69%	104.70%
Denominator	1,501	1,474	1,435	1,366	1,436	1,469

Goodhue PIP Decision

No PIP Required - Performance is equal to or above the threshold of 90%.

County/Region/State Performance Trends



Regional Performance

100.97%	% n= 513				
103.90%	% n= 1,307				
104.70%	% n= 1,469				
109.85%	% n= 457				
106.80%	% n= 2,868				
101.07%	% n= 1,780				
101.23%	% n= 4,635				
98.44%	n= 1,478				
101.189	% n= 510				
97.79%	n= 1,400		Thre	eshold - 90%	
0%	20%	40%	60%	80%	100%
	103.90 ⁹ 104.70 ⁹ 109.85 ⁹ 106.80 ⁹ 101.23 ⁹ 98.44% 101.18 ⁹ 97.79%	103.90% n= 1,307 104.70% n= 1,469 109.85% n= 457 106.80% n= 2,868 101.07% n= 1,780 101.23% n= 4,635 98.44% n= 1,478 101.18% n= 510 97.79% n= 1,400	103.90% n= 1,307 104.70% n= 1,469 109.85% n= 457 106.80% n= 2,868 101.07% n= 1,780 101.23% n= 4,635 98.44% n= 1,478 101.18% n= 510 97.79% n= 1,400	103.90% n= 1,307 104.70% n= 1,469 109.85% n= 457 106.80% n= 2,868 101.07% n= 1,780 101.23% n= 4,635 98.44% n= 1,478 101.18% n= 510 97.79% n= 1,400	103.90% n= 1,307 104.70% n= 1,469 109.85% n= 457 106.80% n= 2,868 101.07% n= 1,780 101.23% n= 4,635 98.44% n= 1,478 101.18% n= 510 97.79% n= 1,400

*The dotted line on each graph indicates the measure threshold of 90%.



About the Measure

Outcome: People are economically secure

Percent of open child support cases with an order established.

This measure is the number of cases open at the end of the federal fiscal year with support orders established divided by the number of total cases open at the end of the federal fiscal year.

Why is this measure important?

This is a measure of counties' work toward ensuring children receive financial support from both parents. Through their role in the Child Support program, counties help ensure that parents contribute to their children's economic support through securing enforceable orders, monitoring payments, providing enforcement activities, and modifying orders when necessary.

What affects performance on this measure?

- Service factors that influence this measure include relationship with the county attorney, ability to schedule timely court hearings, information-sharing between courts, tribal nations, and Child Support, and relationships with other states that impact the ability to collect support across state boundaries.
- Staff factors that influence this measure include the number of staff dedicated to Child Support, training and education, and legacy planning and hiring of new staff as staff retire.
- Participant factors that influence this measure include family size, the separation or divorce rate and whether children are born in marriage, custody arrangements, and incarceration of non-custodial parents.
- Environmental or external factors influencing this measure include local economy and ability of non-custodial parents to find employment, employer response time to paperwork, parents that work for cash, and level of trust in the government to provide service.

PERFORMANCE MANAGEMENT

Goodhue County Performance

Outcome: People are economically secure

Percent of open child support cases with an order established.

County Performance by Year

	2013	2014	2015	2016	2017	2018
County Performance	93.00%	94.00%	94.22%	91.16%	88.76%	87.79%
Denominator	2,009	1,930	1,851	1,890	1,957	1,949

PIP Decision

No PIP Required - Performance is equal to or above the threshold of 80%.



Current Regional Performance



*The dotted line on each graph indicates the measure threshold of 80%.



About the Measure

Outcome: Children have stability in their living situation

Percent of current child support paid.

What is this measure?

This measure is the total amount of support distributed divided by the total amount of current support due during that fiscal year. The numerator and denominator are dollar amounts, rather than children, families, or people.

Why is this measure important?

Children need both parents contributing to their financial security, and child support is one means of accomplishing that. Counties, through their role in the Child Support program, help ensure that parents contribute to their children's economic support through securing enforceable orders, monitoring payments, providing enforcement activities, and modifying orders when necessary.

What affects performance on this measure?

- Service factors that influence this measure include the size of the interstate caseload and ability to collect support across state boundaries, relationships with other counties and tribes, court processes, coordination with other county services, and technology that is sometimes out-of-date. For example, technology limitations do not allow non-custodial parents to pay by credit card.
- Staff factors that influence this measure include caseload size, legacy planning and training of new staff as staff retires, and challenges attracting and retaining new staff.
- Participant factors that influence this measure include parent initiative or interest in pursuing a modification of their order, non-cooperation by non-custodial parents, visitation schedules, employment rate, self-employment, and homelessness.
- Environmental or external factors that influence this measure include the local economy, resources of the county attorney, the availability of community resources to help parents find and keep employment and address issues leading to unemployment, and the increased state minimum wage.

Goodhue County Performance

HUMAN SERVICES PERFORMANCE MANAGEMENT

DEPARTMENT OF HUMAN SERVICES

Outcome: Children have stability in their living situation

Percent of current child support paid.

Goodhue County Performance by Year

	2013	2014	2015	2016	2017	2018
County Performance	74.33%	75.93%	76.64%	78.49%	77.09%	77.89%
Denominator	\$6,028,238.00	\$5,996,066.64	\$5,928,923.34	\$5,800,627.29	\$5,838,269.50	\$5,738,017.17

2018 Threshold

Five-Year Average Change	Minimum Performance Target
0.71%	74.38%

The Child Support Paid threshold is a five-year average of the year-over-year change in performance. A positive number indicates the performance threshold has been met (see page 3 for details). The performance target was the minimum performance needed in 2018 to prevent a PIP (through a positive five-year average change or by reaching the 80% high performance standard, whichever is lower).

County/Region/State Performance Trends



PIP Decision

No PIP required - Threshold is positive or county performance is equal to or above 80%.

Current Regional Performance





ST of MINNESOTA

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

NOW, THEREFORE, I, MARK DAYTON, Governor of Minnesota, do hereby proclaim Wednesday, December 12, 2018,

as:

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

in the State of Minnesota.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Minnesota to be affixed at the State Capitol this 12th day of October.

GOVERNO

SECRETARY OF STATE

Have Primm

Office of Inspector General

October 29, 2018

To: Fraud Prevention Investigation Counties and Regions

Re: Fraud Prevention Investigations Grant SFY 2018

County Supervisors and Investigator(s),

We had great year with the Statewide Cost to Benefit Ratio (CBR) exceeding the \$3.00 benchmark coming in at \$6.87. A breakdown of the 29 FPI Grant Programs: 24 Exceeded Standards, 2 were below standards – between \$2.50 and \$3.00, and 3 fell well below standards with one having a fix already in place.

These are the other numbers statewide that may interest you. Cost Savings = \$13,758,624. Overpayments Identified = \$7,948,911. ADH Case Credit = \$604,000, Criminal Case Credit = \$124,000. I want to thank each and every one of you for your efforts in combating fraud, waste, and abuse in public benefit programs.

Karl and I will be working hard again this year to assist those programs that are falling below \$3.00, as it is our goal to have <u>every</u> program meet or exceed standards. Each year we improve in finding ways to do our jobs better.

In the SFY 2018 Report you will find the Cost to Benefit Ratio, Average Days to Complete a Case, Average Cases Completed per Month, Cost Savings, Overpayments Identified, ADH Case Credit, Case Referral numbers, and new Criminal Case Credit. I have also included required standards per the FPI Guidelines, and a separate document with numbers/graphs comparing SFY years 2013 through 2018.

If you are a County or Region that is not meeting standards you will get a Corrective Action Survey asking some questions pertaining to your FPI Program. We realize that numbers are affected by many things including staffing changes. The purpose of the additional form is to document the factors affecting the unmet standards so that the program can be monitored for improvement, and assisted in problem areas to bring it into compliance.

If you have any questions please do not hesitate to contact me, and thank-you for your continued efforts in Fraud Prevention Investigations.

Respectfully,

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Mary McCarthy – Program Administrator, DHS – OIG

mary.mccarthy@state.mn.us

Office of Inspector General

STATE FISCAL YEAR (SFY) 2018 FPI REPORT (July 1, 2017 – June 30, 2018)

Date: 11/7/2018

Regional Grant County – WABASHA (Fillmore, Goodhue, Houston Winona)

INVESTIGATIONS:

Cost to Benefit Ratio = \$4.98 (State Average = \$6.87/*Required CBR = \$3.00*)

Average Days to Complete a Case = 30 (Average Days Required = 15 days or less)

Average # Cases Completed per Month = 19 (Average Cases Required per FTE = 20-25 per month)

Cost Savings = \$241,196

Overpayments Identified = \$188,320

ADH Credit = \$77,000

Criminal Case Credit = \$0

CASE REFERRALS:

of Cases Referred SFY 2018 = 212

Office of Inspector General

	CBR	Savings	Overpayments	ADH	Criminal	Referrals	Cases Month	Avg Days
2013	\$1.82	\$108,813	\$113,958	\$15,000		125	11	13
2014	\$7.02	\$212,577	\$291,808	\$30,000		373	30	12
2015	\$5.08	\$157,122	\$148,349	\$26,000		265	21	18
2016	\$4.40	\$268,755	\$115,855	\$36,000		253	25	20
2017	\$0.87	\$39,744	\$18,842	\$26,000		195	15	31
2018	\$4.98	\$241,196	\$188,320	\$77,000	\$0	212	19	30

Wabasha Region, FPI Reports SFY 2013 – 2018

















