

GOODHUE COUNTY HEALTH & HUMAN SERVICES (GCHHS) AGENDA

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

"Due to concerns surrounding the spread of COVID-19, it has been determined that inperson meetings or meetings conducted under Minn. Stat. 13D.02a are not practical or prudent. Therefore, meetings that are governed by the Open Meeting Law will temporarily be conducted by telephone or other electronic means pursuant to Minn. Stat. 13D.021." Goodhue County Health and Human Services Board will conduct a board meeting pursuant to this section on Tuesday, September 20, 2022 at 10:30 a.m. The board and staff will be conducting the meeting in the County Board Room. The public may attend in person or monitor the meeting by logging into https://meet.goto.com/752074069 or calling 1 866 899 4679 beginning at 10:20 a.m. or any time during the meeting. Access Code: 752-074-069

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

Documents:

AUGUST 2022 HHS BOARD MINUTES.PDF

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

Documents:

CHILD CARE APPROVALS.PDF

b. SCHA Encounter Alert System (EAS)

Documents:

ENCOUNTER ALERT SYSTEM (EAS).PDF

c. Statewide Health Improvement Partnership (SHIP) Grant

Documents:

STATEWIDE HEALTH IMPROVEMENT PARTNERSHIP (SHIP) GRANT.PDF

d. Toward Zero Deaths (TZD) Grant

Documents:

TOWARD ZERO DEATHS (TZD) GRANT.PDF

- 5. ACTION ITEMS:
 - a. Accounts Payable

Documents:

ACCOUNTS PAYABLE- AUGUST 2022.PDF

b. Personnel Requests
Nina Arneson

Documents:

PERSONNEL REQUESTS.PDF

HHS REPLACEMENT OFFICE SUPPORT SPECIALIST TO CASE AIDE.PDF

HHS ELIGIBILITY WORKER NEW STAFF REQUESTS.PDF

- 6. INFORMATIONAL ITEMS:
 - Community Partner Assessment Overview Maggie Cichosz

Documents:

CPA BOARD PRESENTATION 9.20.22.PDF 2022 COMMUNITY PARTNER ASSESSMENT REPORT.PDF

b. Mural Honoring Dakota PeopleKris Johnson & Maggie Cichosz

MURAL PROJECT VIDEO

Documents:

MURAL HONORING DAKOTA PEOPLE.PDF

c. HHS Employee Engagement Survey
HHS Workforce Development Committee

Documents:

EMPLOYEE ENGAGEMENT SURVEY.PDF

7. FYI-MONTHLY REPORTS:

a. Child Protection Report

Documents:

CHILD PROTECTION REPORT.PDF

b. HHS Staffing Report

Documents:

HHS STAFFING REPORT.PDF

c. WIC Breastfeeding Award Of Excellence- 2022 Gold Award

Documents:

WIC BREASTFEEDING AWARD OF EXCELLENCE.PDF

d. FFY 23 WIC Peer Program Award Letter Goodhue

Documents:

FFY23 WIC PEER PROGRAM AWARD LETTER GOODHUE.PDF

- 8. ANNOUNCEMENTS/COMMENTS:
- 9. ADJOURN
 - a. Next Meeting Will Be October 18, 2022 At 10:30 AM

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

GOODHUE COUNTY HEALTH & HUMAN SERVICES BOARD MEETING MINUTES OF AUGUST 16, 2022

The Goodhue County Health and Human Services Board convened their regularly scheduled meeting at 10:45 A.M., Tuesday, August 16, 2022, in the Goodhue County Board Room and online via GoToMeeting.

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

STAFF AND OTHERS PRESENT:

Nina Arneson, Kris Johnson, Mike Zorn, Lisa Woodford, Katie Bystrom, Abby Villaran, Kayla Matter, and Susan Betcher.

AGENDA:

On a motion by B. Anderson and seconded by J. Majerus, the Board approved the August 16, 2022 Agenda.

MEETING MINUTES:

On a motion by J. Majerus and seconded by S. Johnson, the Board approved the Minutes of the H&HS Board Meeting on July 1, 2022.

CONSENT AGENDA:

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

ACTION ITEMS:

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

INFORMATIONAL ITEMS:

DANEES/SUD Reform Report by Abby Villaran 2nd Quarter 2022 Fiscal Report by Kayla Matter

Goodhue County Health & Human Services Board Meeting Minutes of August 16, 2022

FYI & REPORTS:

Child Protection Report
HHS Staffing Report
Quarterly Trend Report
DHS Child Safety and Permanency and MFIP/DWP Self Support Index July 2022

ANNOUNCEMENTS/COMMENTS:

ADJOURN:

On a motion by B. Anderson and seconded by J. Majerus, the Board approved adjournment of this session of the Health & Human Services Board Meeting at or around 11:25 am.

GOODHUE COUNTY HEALTH & HUMAN SERVICES (HHS)



REQUEST FOR BOARD ACTION

| Requested Board Date: | September 20, 2022 | Staff Lead: | Katie Bystrom |
|--------------------------|--------------------------------------|--------------|---------------|
| Consent Agenda: | ⊠Yes □ No | Attachments: | ☐ Yes ⊠ No |
| Action Requested: | Approve Child Care Licensure Actions | | |

BACKGROUND:

Child Care Relicensures:

Kari Sandstrom Red WingWendy Rauk Nerstrand

Child Care Licensures:

• Ashley Bickle Red Wing

Number of Licensed Family Child Care Homes: 71

RECOMMENDATION:

Goodhue County HHS Department recommends approval of the above.



GOODHUE COUNTY HEALTH & HUMAN SERVICES (GCHHS)



| BOARD ACTION | | | |
|--|--------------|---------------|--|
| September 20, 2022 | Staff Lead: | Katie Tang | |
| ⊠Yes □ No | Attachments: | ⊠ Yes □ No | |
| Approve Encounter Alert System (EAS) Agreement | | | |

BACKGROUND:

Requested:

Requested

Board Date:

Consent Agenda:

Action

The Encounter Alert System (EAS) is a MN based ADT (admit, discharge and transfer) alerts portal which permits access to real-time ER, Inpatient and observation stays. This has been piloted by South Country Health Alliance and Kanabec County for all South Country Health Alliance (SCHA) counties to use. The usage feedback was been very positive and useful by both parties.

The GCHHS has reviewed the Encounter Alert System (EAS) Participation Agreement through Audacious Inquiry. EAS will provide access for staff to see, in real time, when an individual they are serving enters into the emergency room or hospital. This system allows staff to provide time sensitive services and assist with discharge planning to ensure the individual has their needs met safely in the community. EAS will provide discharge information to the care coordinator to better assist with ongoing support needs.

Providers in our area including Mayo Clinic, Mayo Health Systems, Olmsted Medical Center, Zumbro Valley Health center, Bluestone Physician Services, Nystrom and Associates, Allina Health and Fairview have their information integrated into this system. Several Counties have been onboarded including also including Olmsted, Carlton, Kanabec, Otter Tail, St. Louis, Fond du Lac, and Ramsey.

There is no cost to Goodhue County for using the EAS. The Minnesota Department of Human Services covers the subscription fees. Goodhue County will have access to information for South County Health Alliance members.

Attached please find the EAS Participation Agreement, the Audacious Inquiry Business Associate Agreement, The Audacious Inquiry Regulatory Update Subscription Order, the Substance Use Disorder Attestation and the PowerPoint presentation from Audacious Inquiry on the EAS.

RECOMMENDATION: Goodhue County HHS Recommends Approval as Presented.



Promote, Strengthen and Protect the Health of Individuals, Families and Communities! Equal Opportunity Employer www.co.goodhue.mn.us/HHS

Encounter Alert Service (EAS)





EAS & Goodhue Co Support Team





GOODHUE COUNTY

Agenda

1. EAS:How it works

2. EAS:Coverage

3. EAS: Care Coordination Use Case

4. Onboarding Next Steps

5. Questions



Nick Regier

Katie Tang

Sami Wilson

Cheryl Torbenson

Theresa Miller

Elaine Denzer

Gretchen Rauchwarter

Denise Smith

Lori Fraser

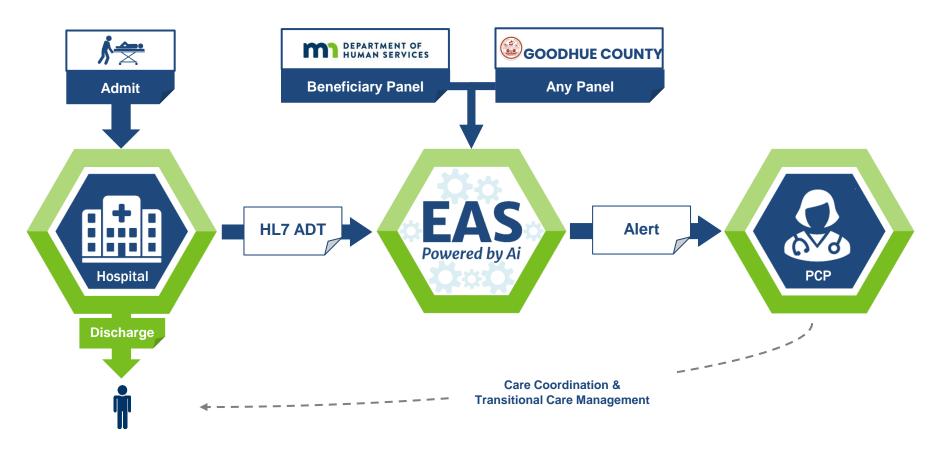
Background:

MN EAS enables providers throughout the state to receive patient encounter alerts, for individuals who have been admitted to, or discharged or transferred from, an EAS-participating hospital, emergency department, long-term care facility, or other provider organization in real time.

The goal of these alerts is to help achieve better outcomes and care transitions for patients by facilitating the electronic exchange of clinical data between providers and enabling real time care coordination.

MN EAS: Care Coordination (How it works)



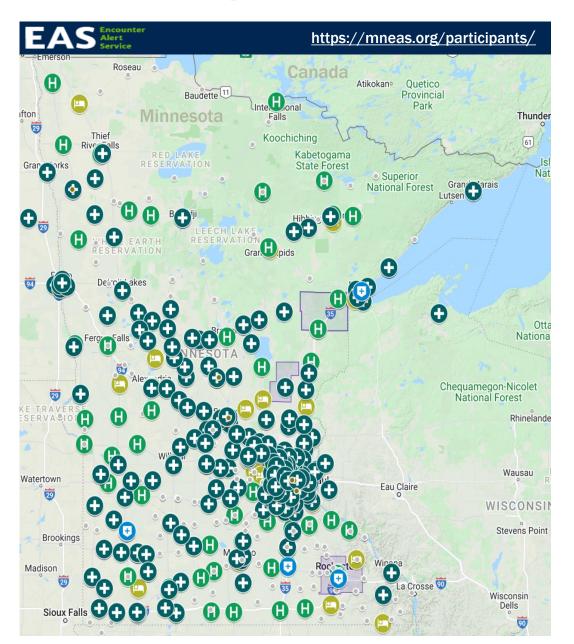


EAS-to-Goodhue County (GC) data flow:

- 1) GC submits panel (w/consent) to EAS
- 2) Alerts will start flowing immediately to EAS secure site
- 3) GC users can view real-time alerts in PROMPT, Census View (HL7, API-FHIR, etc.)

MN EAS: Hospital & LTPAC Coverage





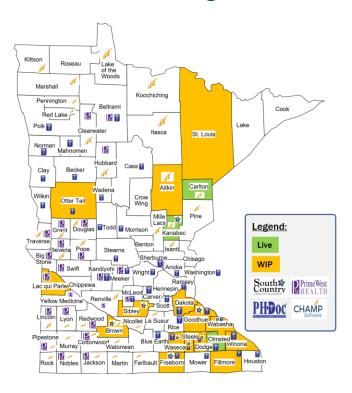
LEGEND:

Green Dot = Hospitals Connected
Tan Dot = LTPAC Connected
Blue Dot = Primary Care Clinics
Purple = Counties Connected

In-Progress:

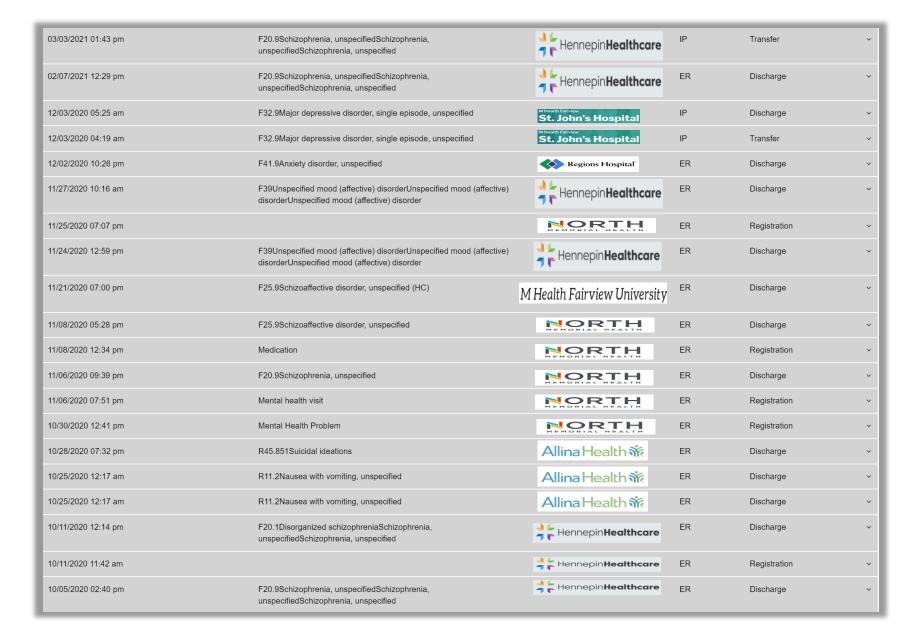
VA-MPLS and VA-St. Cloud Prairie Ridge (via Sanford in Nov2022) Gunderson St. Elizabeth (TBD)

Local Public Health Agencies



MN EAS: Care Coordination Example





- 11 ER Visits
- 6 Hospitals
- ~3 month time

MN EAS: eMail "Tickler" example



- Provides email reminders when MNEAS alerts occur (email frequency can be customized)
- Allows users to securely access the ProMPT portal directly from the email
- Notifications can be sent to individual or group email accounts to facilitate care coordination

There is a new Notification available in the MN Encounter Alert Service from one of your patients.

Please login to https://prompt.mneas.org/#/login to view.

PLEASE DO NOT RESPOND to this system-generated eMail.

If you need assistance with the MNEAS PROMPT, please send an email to the MNEAS Support team at MN-EAS-

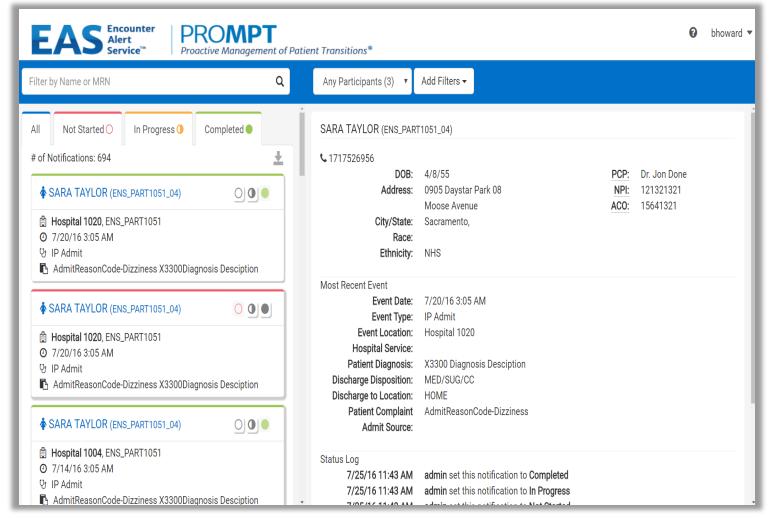
<u>ServiceDesk@ainq.com</u>.

MN EAS: PROMPT User Interface



Enables users to:

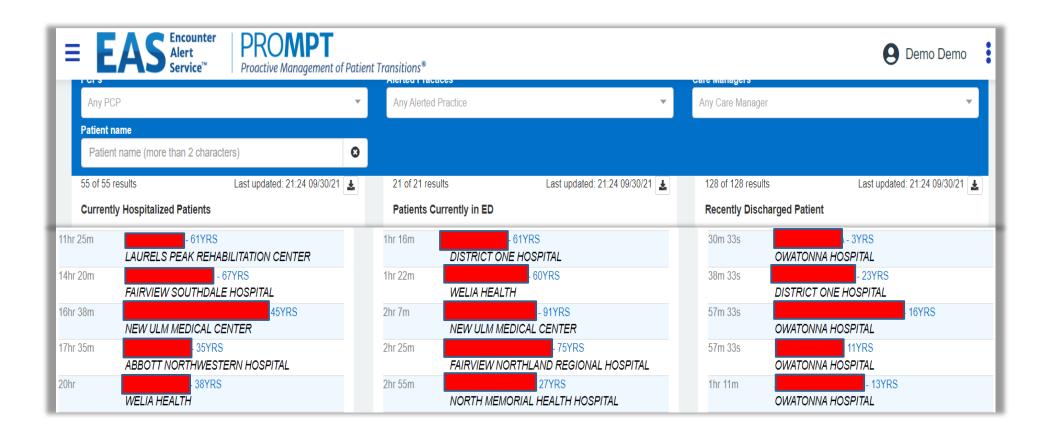
- Easily track work queues
- Mark progress of notifications
- Coordinate patient follow-up activities



NOTE: this is a fake patient and does not contain PHI

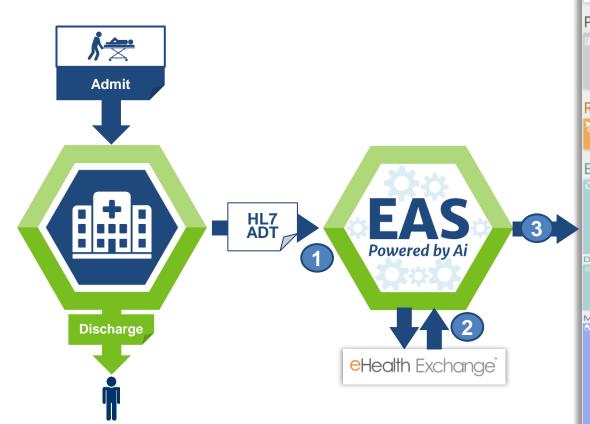
MN EAS: Census View Interface





MN EAS: Fetch & Push Example





| | est A Patient counter Summary, generated on Ja | n. 14, 2021 | | | | |
|------|---|--|---|-----------------------------|--|------------------------|
| Pa | ntient Demographic | CS - Female, born Aug. 26, 19 | 37 | | | |
| | Patient Address | | | | Communication | |
| | 9999 BIRCH TR INVER GROVE HEIGHTS, M | N 55077 | | | 651-999-9999 (I 651-999-9999 (I 651-999-9999 | • |
| Re | eason for Visit | | | | | |
| 70 | Reason | | | | Comments | |
| | Fall | | | | | |
| Er | ncounter Details | | | | | |
| ರ್ಲೈ | Date | Type | | | Department | |
| | 01/14/2021 | Emergency | | | United Emerger 333 Smith Ave N | |
| Dis | charge Instructions - documen | ted in this encounter | | | ST PAUL, MN 55 651-241-8755 | 5102 |
| F | charge Instructions - document Instructions Weiers, Andrea K, MD - 01/14/2021 Please return to the emergency departm otherwise, please follow up with your req | ent if you develop numbness or weakness | on one side of you | ur body, trouble | 651-241-8755 | |
| F | Instructions Weiers, Andrea K, MD - 01/14/2021 Please return to the emergency departm | ent if you develop numbness or weakness gular doctor in 1 week. | on one side of you | ur body, trouble | 651-241-8755 | |
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| Me | Instructions MD - 01/14/2021 Please return to the emergency departm Otherwise, please follow up with your reg You CT scan today showed no bleeding i | ent if you develop numbness or weakness pular doctor in 1 week. n the brain or other new changes. | on one side of you Dispensed | ur body, trouble Refills 0 | 651-241-8755 | |
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MNEAS: Participants that are subscribers only





















Lifespark













WOODLAND CENTERS
Providing Hope Inspiring Change

































A few references



| # | Reference Site | Use Cases |
|---|------------------------------------|--|
| 1 | Mankato Clinic Together we thrive. | Mankato doc team pulls IP and ED discharges from PROMPT. Information is entered into flowsheet of EMR for nurse follow up. On 3Sept Mankato Clinic went live with a real time feed into Allscripts. The purpose is for Transitional Care Management (TCM) and to reduce the risk of readmissions. Contact: Nicole Krenik Office: 507-385-3944 Email: nicolek@mankato-clinic.com |
| 2 | Guild Incorporated | Subscribed Care Coordinators receive admit and discharge alerts for members of their care programs. GUILD has five programs: Behavioral Health Home, Care Coordination, Targeted Case Mgmt, Delancey Street and Hospital to Home. Contact: Ali Butchko Office: 651-925-8463 Email: abutchko@guildincorporated.org |
| 3 | B FAIRVIEW | Patients are identified by pilot site and PROMPT workflow who may be good candidates for Community Paramedic in-home visit. <u>Contact:</u> Gina Morgan Office: 612-672-2209 RMORGAN1@Fairview.org |
| 4 | Children's. | Subscribed care coordinators receive alerts for admits and discharges. <u>Contact:</u> Laurel Diede Office: 612-813-6294 Laurel.Diede@childrensmn.org |
| 5 | Entira FAMILY CLINICS | Patients attributed to the CHN IHP trigger alerts to care coordinators. <u>Contact:</u> Len Kaiser, CHN Exec Dir: Ikaiser@entirafamilyclinics.com |
| 6 | E FAIRVIEW HealthEast | Patients admitted or discharged from SNF/LTPAC trigger alerts to the attributed care coordinators, to enable end-to-end Transitional Care Management from Hospital-to-LTPAC-to-Home. This use case went live 28Aug2019. ED and IP discharges, external to M Health Fairview, feed in FV & HE Epic in-basket. This use case went live 17Dec2019. Contact: Jaclyn Mann Office: 612-672-5757 jmann3@Fairview.org |
| 7 | Allina Health | ED and IP discharges, external to Allina, feed into an "external encounters" workflow in EPIC, established to mirror the workflow for "internal" Allina-triggered discharges. This interface went live 20Aug2019. Contact: Kathy Thurston Office: 612-262-1352 Kathryn.Thurston@allina.com |
| 8 | VailPlace | Receive email notification of encounters, admin staff inform the appropriate Case Manager, Case Manager contacts client and providers as applicable, and coordinate care upon discharge. Goal is to meet with the individual face to face (ideally) or over the phone within 7 days of d/c. Contact: Katie Berfeldt Office: 952-945-4230 kberfeldt@vailplace.org |

Onboarding Process





- Participation Agreement: multi-party agreement executed by all Participants
- Panel: Confirm consent & NPP (and whether a "42 CFR Part 2" facility)
- QSOA + SUD Attestation form
- PROMPT onboarding: ~a few days from contract doc's
- Workflow: decide which events, daily vs real-time, "tickler" eMails, etc.

Questions / Next Steps



- 1. Asdf
- 2. Asdf
- 3. Asdf
- 4. Asdf
- 5. Asdf

MN Encounter Alert Service (EAS) History



CMS SIM grant and launch of the IHP program Early adopter hospitals connected (NorthM, Fairview, Allina).

CMS e-Notification Condition of Participation

Fetch & Push



EAS by the Numbers

282,614

MONTHLY ALERTS SENT

22

DATA SOURCES

43

EAS SUBSCRIBERS

2013 2017

2018

2019

2020

2021

Dating back to 2017, Minnesota's Medicaid IHP program heard from its members that there was a need for encounter notifications. DHS put out RFP for encounter alert service and chose Audacious Inquiry.

MDH asked to leverage EAS for COVID Bio-Surveillance promoted by Dept of Health letter. EAS broadly available across State.

EAS rolled out the service, mainly in the Twin Cities. Early adopter nursing homes connected (Tealwood, Ebenezer & St. Otto's).

MINNESOTA ENCOUNTER ALERT SERVICE (EAS) MULTI-PARTY PARTICIPATION AND SUBSCRIPTION AGREEMENT

This Minnesota Encounter Alert Service (EAS) Multi-Party Participation and Subscription Agreement ("Multi-Party Agreement") is made as of September 20, 2022 ("Effective Date"), by and between:

Audacious Inquiry, LLC ("Ai"), individually, on behalf of the State of Minnesota, acting through its Department of Human Services, Health Care Administration ("State"), and on behalf of all other present and future EAS Participants; and the New EAS Participant identified in the signature block below ("New EAS Participant") on behalf of itself and its EAS Participant Users (as defined below). By executing this Multi-Party Agreement, New EAS Participant agrees to become a party to the Multi-Party Agreement among all present and future EAS Participants (as defined below), and as updated from time to time on the Minnesota EAS website.

RECITALS

Ai, pursuant to its September 15th, 2017 Professional Technical and SaaS Services Agreement ("MN-Ai Agreement") with the State, has deployed and is operating the Minnesota Encounter Alert Service ("EAS"), a service based on Ai's proprietary Encounter Notification Service (ENS®) software platform, which the State licenses from Ai. The function of the EAS is to enable information exchange inclusive of the ability to securely deliver real-time alerts to interested parties such as primary care practices, patient-centered medical homes, hospital readmission programs, and managed care organizations when certain patients or members of an EAS Participant experience a healthcare encounter.

As of the Effective Date, the EAS is being configured to provide information exchange and alerts only with respect to Minnesota Medical Assistance (MA) beneficiaries, but the State and Ai reserve the right to extend the service to address non-MA patients at a later date in accordance with then-current Governance Processes.

New EAS Participant intends to participate in the EAS Service as a sender and/or a receiver of data, or if applicable, as a conduit for the sending and receiving of data by its EAS Participant Users, as defined in the Terms and Conditions (attached hereto as <u>Attachment B</u>). Ai, as authorized by the State and the other EAS Participants, has approved such participation by New EAS Participant.

New EAS Participant's and its EAS Participant Users' access to and use of the EAS are subject to their compliance in all respects with all terms and conditions of this Multi-Party Agreement and the Terms and Conditions.

In consideration of the foregoing premises, and other good and valuable consideration, and intending to be legally bound, the parties hereto agree as follows:

- 1. **DEFINITIONS.** Capitalized terms not otherwise defined herein shall have the meanings given to them in the Terms and Conditions.
- 2. **MULTI-PARTY AGREEMENT.** New EAS Participant is hereby made a party to the Multi-Party Agreement, which includes the Attachments hereto, including but not limited to the Terms and Conditions attached hereto as <u>Attachment B</u>, and agrees to be bound by, and shall comply with, the terms thereof from the Effective Date, New EAS Participant shall be an "EAS Participant" as that term is defined in the Terms and Conditions, and shall be subject to all of the duties and obligations and entitled to the rights and benefits of an "EAS Participant" as provided therein.
- 3. **INITIAL SUBSCRIPTION ORDER.** New EAS Participant hereby subscribes to the EAS for an initial Subscription Term pursuant to the initial Subscription Order attached hereto as <u>Attachment A</u>.

4. ADDITIONAL EAS PARTICIPANTS.

- a. As set forth in Article 6 of the Terms and Conditions, upon acceptance of an Additional EAS Participant by Ai and the State in accordance with the then-current Governance Processes, Ai (on behalf of itself, the State and the EAS Participants) and the Additional EAS Participant will execute a multiparty agreement substantially similar to this Multi-Party Agreement. Upon execution and delivery of such Multi-Party Agreement, all then-current EAS Participants shall be deemed to be signatories to the new Multi-Party Agreement, with the result being that all then-current EAS Participants, including New EAS Participant (if it is still an EAS Participant at the time), and Additional EAS Participant are all bound by the Terms and Conditions.
- b. As further set forth in <u>Article 6</u> of the Terms and Conditions, Ai and the State may agree at any time to delegate or assign to another entity such as a governance committee the authority to (i) accept Additional EAS Participants and (ii) execute multi-party agreements with Additional EAS Participants, in which event all references to Ai in this <u>Section 4</u> shall be deemed to refer to such delegate or assignee.
- 5. **TERM AND TERMINATION.** This Multi-Party Agreement shall remain in force with respect to all then-participating EAS Participants until the earlier of (i) December 31, 2019 or (ii) termination of the Multi-Party Agreement with respect to all EAS Participants pursuant to Section 10.1.a of the Terms and Conditions. With respect to the December 31, 2019 expiration date, the Multi-Party Agreement shall autorenew as to all then-current EAS Participants unless Ai or the State provides notice of non-renewal to all EAS Participants on or before September 30, 2019. Subject to the foregoing, this Multi-Party Agreement shall remain in force with respect to New EAS Participant, and New EAS Participant shall remain an EAS Participant, until the expiration or termination of its status as an EAS Participant pursuant to the Terms and Conditions.
- 6. **ENTIRE AGREEMENT**. This Multi-Party Agreement and all of the attachments herein contain the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

NOW THEREFORE, intending to be legally bound hereby, Ai and New EAS Participant, by their authorized signatories, have executed this Multi-Party Agreement as of the Effective Date.

| AUDACIOUS INQUIRY LLC | NEW EAS PARTICIPANT Participant Name: |
|-----------------------|--|
| | Goodhue County Health & Human Services |
| By: | By: |
| Printed Name: | Printed Name: |
| Title: | Title: |
| Date: | Date: |

| ADDRESS FOR NOTICES TO NEW EAS PARTICIPANT |
|---|
| 426 West Ave. |
| Red Wing, MN 55066 |
| |
| |

ATTACHMENT A TO MULTI-PARTY PARTICIPATION AND SUBSCRIPTION AGREEMENT INITIAL SUBSCRIPTION ORDER

This Subscription Order describes the initial subscription details including the fee schedule and any special terms associated with participation in the specified service. Additional Subscription Orders may be executed to codify additional levels of participation in the EAS.

| | 1 11 |
|--|--|
| | Hospital, health system, or other institutional health care provider |
| | Accountable care organization (ACO) |
| | Minnesota Integrated Health Partnership participant (IHP) |
| | Health information organization (HIO) or other health information exchange (HIE) network |
| | Individual health care provider (physician, etc.) |
| | Group practice or legal entity (PA, LLC) |
| | Other [describe] |

EAS Service Definition

EAS Participant Type

Real-time alerts of Emergency or Inpatient hospitalizations or discharges for attributed patients that are MN Medical Assistance Beneficiaries.

Implementation and Integration Fees

There will be no implementation or integration fees charged to EAS Participant for the Ai costs to enable the EAS Service for those integration methods outlined in the Specifications. Costs for the EAS Participant to integrate into their local electronic health record (EHR) systems are the responsibility of the EAS Participant.

Subscription Fee Schedule

Note: The fee schedule will include the patients or members costs and any special pricing terms.

| # | Service | Subscription Fees |
|---|--|----------------------|
| 1 | EAS for IHP Beneficiaries | \$0 (paid by MN DHS) |
| 2 | EAS for Medical Assistance Beneficiaries | \$0 (paid by MN DHS) |

Term

The Subscription Term of this Subscription Order begins on September 20, 2022, and shall be coterminous with the Term of EAS Participant's joinder in the EAS Multi-Party Agreement (December 31, 2019 unless terminated earlier).

ATTACHMENT B TO MULTI-PARTY PARTICIPATION AND SUBSCRIPTION AGREEMENT

MINNESOTA MULTI-PARTY ENCOUNTER ALERT SERVICE (EAS) TERMS AND CONDITIONS

These Minnesota Multi-Party Encounter Alert Service (EAS) Terms and Conditions are between all EAS Participants (as defined below), each of whom has signed a Multi-Party Agreement agreeing to become a party hereto.

1. **DEFINITIONS.**

Capitalized terms defined below shall have the meanings set forth therein when used in this Agreement. All other capitalized terms shall have the meanings ascribed to them throughout this Agreement.

General Definitions

- 1.1 "Additional EAS Participant" means, relative to existing EAS Participants as of a given date, another person or entity who becomes an EAS Participant on or after that date pursuant to a Multi-Party Agreement, as described in <u>Article 6</u> of these Terms and Conditions.
- 1.2 "Applicable Law" means all applicable statutes and regulations of the State of Minnesota and any other State(s) or jurisdiction(s) in which the EAS Participant operates, as well as all applicable Federal statutes, and regulations.
- 1.3 "Documentation" means the standard printed or electronic documentation for the EAS, or any customized version of such documentation, provided to EAS Participants by Ai, as updated and modified by Ai from time to time.
 - 1.4 "EAS" means the Minnesota Encounter Alert Service.
- 1.5 "EAS Access Policies" shall mean those written policies and procedures established for the EAS through Governance Processes established by agreement of the State and Ai that establish eligibility criteria for EAS Participants and govern the EAS Participants' ability to transact information using the EAS including, but not limited to, the Transaction of Message Content, as they may be amended from time to time by mutual agreement of the State and Ai. As of the Effective Date, the EAS Policies are set forth in the State/Ai document entitled "Minnesota Encounter Alert Service Access Policies", Version 1E, posted at https://mneas.org/resources/. Updated versions shall be posted to the same page.
- 1.6 "EAS Multi-Party Agreement" means an EAS Multi-Party Agreement with an EAS Participant or Additional EAS Participant as described in <u>Section 6.1</u>.
- 1.7 "EAS Operations Workgroup" means the collaborative group of volunteer EAS Participants empaneled by the State in collaboration with Ai to provide feedback from time to time on EAS policies and procedures.
- 1.8 "EAS Participant" means an authorized participant in the EAS (as determined in accordance with eligibility criteria specified in the EAS Access Policies) who has executed an EAS Multi-Party Agreement with Ai.
- 1.9 "EAS Participant Data" means any data or information supplied by EAS Participant through the EAS (including data of EAS Participant Users), and any reports, data

queries, responses to data queries, or other output generated by the EAS using or based on such data or information.

- 1.10 "EAS Participant User" means any person who has been authorized to Transact Message Content through the respective EAS Participant's System in a manner defined by the respective EAS Participant. "EAS Participant Users" are limited to health care providers and employees, contractors, or agents of an EAS Participant. For the avoidance of doubt, EAS Participant Users will not include health plans. An EAS Participant User may act as either a Submitter, Recipient or both when Transacting Message Content.
- 1.11 "EAS Platform" means a website, intranet or extranet site, WAN or LAN network site, other online facility, or portions thereof, through which EAS Participants are provided remote access to the functionality of the ENS® Solution.
- 1.12 "EAS Subscription Fees" means the fees (if any) specified in a Subscription Order for access to or use of the EAS during an EAS Subscription Term.
- 1.13 "EAS Subscription Term" means the time period specified in this Agreement or an associated Subscription Order during which EAS Participant is granted the licenses and rights of access set forth in this Agreement.
- 1.14 "Encounter Alert" means a notification of a patient encounter transmitted using the EAS, including, but not limited to (a) an alert sent by an EAS Participant to the EAS, and (b) an alert sent by the EAS to an EAS Participant.
- 1.15 "ENS® Solution" means the software and services constituting Ai's proprietary Encounter Notification Service solution for providing real-time hospital and practice encounter notification services, as it may be modified or updated by Ai from time to time.
- 1.16 "Governance Processes" means the set of activities and deliberations conducted by the State and Ai by mutual agreement. Governance Processes are expected to include collaboration with the Operations Workgroup or other multi-stakeholder advisory body empaneled to provide input related to the implementation and operations of the EAS. However, Ai and the State will have sole responsibility and discretion to manage the Governance Processes and to make related decisions regarding the EAS.
- 1.17 "Panel" means a list of Subscribed Beneficiaries submitted by an EAS Participant to the EAS to enable Alerts to the EAS Participant.
- 1.18 "Subscribed Beneficiary" means any individual member or patient submitted by an EAS Participant to the EAS Solution to enable Alerts to the EAS Participant.
- 1.19 "Subscription Order" means an order accepted by Ai under which EAS Participant subscribes to the EAS for a specific EAS Subscription Term.
- 1.20 "State" means the State of Minnesota, acting through its Department of Human Services, Health Care Administration.

Data Exchange Definitions

- 1.21 "Breach" shall mean the unauthorized acquisition, access, disclosure, or use of Message Content while transacting such Message Content pursuant to this Agreement. This definition shall apply to any EAS Participant that is not a Covered Entity subject directly to the terms of HIPAA or a Business Associate of a Covered Entity. The term "Breach" does not include the following:
- a. any unintentional acquisition, access, disclosure, or use of Message Content by an employee or individual acting under the authority of an EAS Participant if—

- (I) such acquisition, access, disclosure, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the EAS Participant; and
- (II) such Message Content is not further acquired, accessed, disclosed or used by such employee or individual; or
- b. any acquisition, access, disclosure or use of information contained in or available through the EAS Participant's System where such acquisition, access, disclosure or use was not directly related to Transacting Message Content.
 - 1.22 "Message" means an electronic transmission of an Encounter Alert or other Message Content Transacted using the Specifications. Messages are intended to include all types of electronic transactions as specified in the Specifications, including the data or records transmitted with those transactions.
 - 1.23 "Message Content" means that information contained within a Message or accompanying a Message using the Specifications. This information includes, but is not limited to, Protected Health Information (PHI), de-identified data (as defined in the HIPAA Regulations at 45 C.F.R. § 164.514), individually identifiable information, pseudonymized data, metadata, digital credentials, and schema.
 - 1.24 "Payment" shall have the meaning set forth at 45 C.F.R. § 164.501 of the HIPAA Regulations.
 - 1.25 "Permitted Purpose" has the meaning set forth in <u>Section 5.2</u>.
 - 1.26 "Recipient" means an EAS Participant that receives Message Content through a Message for a Permitted Purpose.
 - 1.27 "Specifications" means the specifications adopted by the State and Ai from time to time to prescribe the data content, technical, and security requirements to enable EAS Participants to Transact Message Content. Specifications may include, but are not limited to, specific Network standards, services and policies.
 - 1.28 "Submitter" means an EAS Participant who submits Message Content through a Message for a Permitted Purpose.
 - 1.29 "Subscription Term" means the term of a subscription to the EAS under a Subscription Order.
 - 1.30 "Transact" means to send, request, receive, assert, respond to, submit, route, subscribe to, or publish Message Content using the Specifications.
 - 1.31 "Transaction Pattern" shall mean a type of information exchange service(s) enabled by the Specifications, such as submission of an Encounter Alert through a Message. The EAS Access Policies or Specifications will identify the Transaction Pattern(s) and the Specifications required to implement each Transaction Pattern. The Transaction Patterns may be amended from time to time through amendment of the EAS Access Policies or Specifications.
 - 1.32 "Treatment" shall have the meaning set forth at 45 C.F.R. § 164.501 of the HIPAA Regulations.

2. LICENSE AND RIGHTS OF ACCESS.

2.1 Subject to EAS Participant's compliance with all terms and conditions of this Agreement, Ai, on its own behalf and as agent for the State, hereby grants and shall grant to EAS Participant, and EAS Participant hereby accepts, a non-transferable, non-sublicensable (subject

- to <u>Section 2.3</u>), non-exclusive, limited license to (i) access and use the EAS, and the functionality of the software made available through the EAS, during the applicable EAS Subscription Term specified in a Subscription Order. Other than EAS Participant's use of the EAS as permitted under the terms and conditions of this Agreement, EAS Participant may not resell, distribute, use on a timeshare or service bureau basis, or use to operate a website or otherwise generate direct income from, the EAS.
- 2.2 Subject to <u>Section 2.3</u>, the licenses and rights of access granted herein may not be sold, assigned, leased, sublicensed, or otherwise transferred or made available by EAS Participant for use by third parties, in whole or in part, by EAS Participant without Ai's prior written consent.
- 2.3 If EAS Participant is a health information organization (HIO), health information exchange (HIE) network, accountable care organization (ACO), integrated health partnership (IHP), or other provider of gateway connectivity to its EAS Participant Users for whom it acts as a conduit, EAS Participant may allow such EAS Participant Users to access and use the EAS through EAS Participant's gateway to the EAS, subject to the terms and conditions of these Terms and Conditions.
- 2.4 EAS Participant shall not, and shall not permit any third party to: (a) create derivative works based on the EAS or any software made available through the EAS (although it may create compilations and derivative works of Encounter Alerts that it submits or receives, to the extent permitted by Applicable Law), (b) reverse engineer, decompile or otherwise attempt to discover the source code of, the EAS or any software made available through the EAS, (c) copy any features, functions or graphics of the EAS or any software made available through the EAS, (d) use the EAS to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual rights, (e) use the EAS to store or transmit malicious code, (f) interfere with or disrupt the integrity or performance of the EAS or any third-party data contained therein, or (g) attempt to gain unauthorized access to the EAS, or any programs made available through the EAS.
- 2.5 EAS Participant hereby acknowledges and agrees that the State, Ai, or their licensors respectively are the sole owners of all copyright, patent, trademark, trade secret and other proprietary or intellectual property rights in and to the EAS, ENS® Solution or ENS® Platform, including but not limited to the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, screen displays, and report formats associated therewith and trademarks associated or displayed therein. The State, Ai and its licensors respectively reserve all rights in and to the EAS, ENS® Solution and the ENS® Platform not expressly granted to EAS Participant hereunder.
- 2.6 EAS Participant as a Submitter shall not retain any ownership rights in Encounter Alerts transmitted by the EAS. However, nothing in this <u>Article 2</u> is intended to transfer to the State or Ai ownership or exclusive rights to use EAS Participant Data as supplied by EAS Participant, which EAS Participant shall continue to have rights to use for its own purposes. The State and Ai shall have the right to retain and use Message Content and EAS Participant Data, to the extent specified in <u>Article 5</u> and <u>Sections 10.1.e</u> and <u>10.1.f</u>, as such retention and use may be further limited by the EAS Access Policies.
- 2.7 For the avoidance of doubt, in no event shall the State, in its capacity as a payor, receive access to raw or identifiable EAS Participant Data. However, the State may receive access to aggregated, de-identified usage reports based on the EAS Participant Data. The parties agree that it is foreseeable that a State program may qualify as an eligible EAS Participant under this Agreement in the future; therefore, notwithstanding the foregoing, nothing in this paragraph shall preclude the State, in the capacity of an EAS Participant, from properly receiving raw or

identifiable EAS Participant Data after duly executing a joinder to this Multi-Party Agreement as an EAS Participant.

3. EAS SUBSCRIPTION FEES

EAS Subscription Fees shall be as set forth in each applicable Subscription Order.

4. EAS PARTICIPANT GENERAL RESPONSIBILITIES.

- 4.1 Except as otherwise provided herein, EAS Participant shall have sole responsibility for acquiring and maintaining EAS Participant's own technology environment, including but not limited to data exchange interfaces, workstations, operating systems, servers, Internet access, and networks necessary to use or access the EAS. EAS Participant shall also be responsible for making any necessary modifications to firewalls, proxy servers and other hardware and software necessary to use or access the EAS.
- 4.2 EAS Participant is solely responsible for the content of any and all EAS Participant Data submitted by it or its EAS Participant Users through or by the EAS, and acknowledges that other EAS Participants and EAS Participant Users are solely responsible for their respective data submitted through or by the EAS. Neither the State nor Ai, nor their licensors, suppliers or partners accept, and each hereby expressly disclaims, any and all liability with respect to such content.

5. EAS PARTICIPANT DATA EXCHANGE RESPONSIBILITIES.

- 5.1 Use of Messages and Message Content
- a. Permitted Purpose. EAS Participant shall only Transact Message Content for a Permitted Purpose.
- b. Permitted Future Uses. Subject to this <u>Article 5</u>, Recipients may retain, use and re-disclose Message Content in accordance with Applicable Law and the Recipient's record retention policies and procedures.
- c. Management Uses. Subject to the terms of the Business Associate Agreement between the parties, Ai may request, and EAS Participant will not unreasonably withhold, reasonable information necessary for the administration or operation of the EAS. Notwithstanding the preceding sentence, in no case shall an EAS Participant be required to disclose information or PHI to Ai in violation of Applicable Law. Any information, other than Message Content, provided by an EAS Participant to Ai shall be labeled as Confidential Participant Information and shall be treated as such. Ai reserves the right to use Messages, Message Content, and other EAS Participant information to administer and operate the EAS system.

5.2 Permitted Purpose

- a. "Permitted Purpose" means one of the following reasons for which EAS Participants may legitimately Transact Message Content, subject to any additional limitations or use cases established by the EAS Access Policies or the Specifications, and in accordance with Applicable Law, inclusive of the Minnesota Health Records Act:
 - i. Treatment of the individual who is the subject of the Message including provider-based care coordination and care management

ii. Uses and disclosures pursuant to an Authorization provided by the individual who is the subject of the Message or such individual's personal representative as described in 45 C.F.R. § 164.502(g) of the HIPAA Regulations.

5.3 EAS Access Policies

- a. Compliance with EAS Access Policies. EAS Participant is responsible for determining whether and how to Transact Message Content based on the application of the EAS Access Policies and Specifications, and EAS Participant's own access policies. EAS Participant shall comply with (i) the portions of the EAS Access Policies identified as being applicable to EAS Participants, (ii) Applicable Law, (iii) this Agreement, and (iv) all applicable Specifications, in Transacting Message Content.
- b. The State and Ai may jointly change or amend the EAS Access Policies and Specifications at their discretion after reasonable consultation with the Operations Workgroup (and at their option, other EAS Participants) in accordance with the applicable Governance Processes. All such changes shall comply with Applicable Law and the terms of this Agreement. Ai (or the State) shall provide all EAS Participants reasonable advance notice of such changes. Any changes will be effective no earlier than ninety (90) days following adoption by the State and Ai, unless the State and Ai determine that an earlier effective date is required to address a legal requirement, a concern relating to the privacy or security of data, or an emergency situation. EAS Participants shall have no ownership or other property rights in EAS Access Policies or Specifications, and amendments thereto shall not require the consent of EAS Participants.
- c. User Identification. EAS Participant shall be responsible for the identification and appropriateness of access for each person seeking to access the EAS as a Participant User of the EAS Participant. For EAS Participants that are acting as a Gateway, EAS Participant must enforce EAS Access Policies and Permitted Purposes defined in this Agreement.

5.4 Enterprise Security

- a. General. EAS Participant shall be responsible for maintaining a secure environment. EAS Participant shall use appropriate safeguards to prevent use or disclosure of Message Content other than as permitted by this Agreement, including appropriate administrative, physical, and technical safeguards that protect the confidentiality, integrity, and availability of that Message Content, including those identified in the HIPAA Security Rule, 45 C.F.R. Part 160 and Part 164, Subparts A and C. EAS Participant shall, as appropriate under either the HIPAA Regulations, or under Applicable Law, have written privacy and security policies in place.
- b. Malicious Software. EAS Participant shall ensure that it employs security controls that meet applicable industry or Federal standards so that the information and Message Content being Transacted and any method of Transacting such information and Message Content will not introduce any viruses, worms, unauthorized cookies, trojans, malicious software, "malware," or other program, routine, subroutine, or data designed to disrupt the proper operation of a System or any part thereof or any hardware or software used by an EAS Participant in connection therewith, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action, will cause a System or any part thereof or any hardware, software or data used by an EAS Participant in connection therewith, to be improperly accessed, destroyed, damaged, or otherwise made inoperable. In the absence of applicable industry standards, EAS Participant shall use all commercially reasonable efforts to comply with the requirements of this Section 5.4.

5.5 Expectations Of Participants

a. If EAS Participant or an EAS Participant User receives Encounter Alerts or other Message Content for Treatment, if technically able, it shall have a corresponding reciprocal duty to

provide Message Content for Treatment. All Message Content shall comply with Specifications, this Agreement, and Applicable Law. Nothing in this <u>Section 5.5.a</u> shall require a disclosure that is contrary to a restriction placed on the Message Content by a patient pursuant to Applicable Law.

- b. Accuracy of Message Content. When acting as a Submitter, EAS Participant hereby represents that at the time of transmission, the Message Content it provides is an accurate representation of the data contained in, or available through, its system.
- c. Express Warranty of Authority to Transact Message Content. To the extent EAS Participant is a Submitter and is providing Message Content to a Recipient, EAS Participant represents and warrants that it has sufficient authority to Transact such Message Content.
- d. Participant Consent. Prior to Transacting Message content through EAS or submitting a Panel to EAS, EAS Participants shall comply with all applicable laws governing patient consent to the disclosure of information including all applicable statutes and regulations of the State of Minnesota, and any other State(s) or jurisdiction(s) in which the EAS Participant operates, as well as all applicable Federal statutes, and regulations and the EAS Access Policies.
 - 5.6 Flowdown Obligations. Each EAS Participant shall be responsible and liable for ensuring its Participant Users' compliance with these Terms and Conditions.

6. ADDITIONAL EAS PARTICIPANTS

- 6.1 Upon acceptance of an Additional EAS Participant by Ai and the State in accordance with the then-current Governance Processes, Ai (on behalf of itself, the State and the EAS Participants) and the Additional EAS Participant will execute an EAS Multi-Party Agreement. Upon execution and delivery of such multi-party agreement, all then-current EAS Participants shall be deemed to be signatories to the new EAS Multi-Party Agreement, with the result being that all then-current EAS Participants and Additional EAS Participant are all bound by this Terms and Conditions.
- 6.2 Ai and the State may agree at any time to delegate or assign to another entity such as a governance committee the authority to (i) accept Additional EAS Participants and (ii) execute EAS Multi-Party Agreements with Additional EAS Participants, in which event all references to Ai as the future signatory of new EAS Multi-Party Agreements in this <u>Article 6</u> shall be deemed to refer to such delegate or assignee.

7. AI DATA EXCHANGE RESPONSIBILITIES.

- 7.1 Ai shall operate the EAS in accordance with (i) the MN-Ai Agreement and applicable Statements of Work thereunder, (ii) the portions of the EAS Access Policies identified as being applicable to Ai, as they may be amended from time to time by mutual agreement of the State and Ai, (iii) Applicable Law, (iv) this Agreement, and (v) all applicable Specifications, in Transacting Message Content.
- 7.2 Ai shall comply with its privacy and security obligations under the Data Sharing and Business Associate Agreement Terms and Conditions attached as Appendix 1 to the MN-Ai Agreement, as it may be amended from time to time by mutual agreement of Ai and the State, and any additional privacy and security obligations to EAS Participants under this Multi-Party Agreement.
- 7.3 Ai and the State shall be responsible and liable for ensuring their respective compliance, including the compliance of any employees and subcontractors, with the Terms and Conditions of this agreement.

- 7.4 Enterprise Security. Ai and the State shall be responsible for maintaining a secure environment. Ai and the State shall use appropriate safeguards to prevent use or disclosure of Message Content other than as permitted by this Agreement, including appropriate administrative, physical, and technical safeguards that protect the confidentiality, integrity, and availability of that Message Content, including those identified in the HIPAA Security Rule, 45 C.F.R. Part 160 and Part 164, Subparts A and C. Ai and the State shall, as appropriate under either the HIPAA Regulations, or under Applicable Law, have written privacy and security policies in place.
- 7.5 Malicious Software. Ai and the State shall each ensure that it employs security controls that meet applicable industry or Federal standards so that the information and Message Content being Transacted and any method of Transacting such information and Message Content will not introduce any viruses, worms, unauthorized cookies, trojans, malicious software, "malware," or other program, routine, subroutine, or data designed to disrupt the proper operation of a System or any part thereof or any hardware or software used by an EAS Participant in connection therewith, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action, will cause a System or any part thereof or any hardware, software or data used by an EAS Participant in connection therewith, to be improperly accessed, destroyed, damaged, or otherwise made inoperable.

8. DISCLAIMERS AND LIMITATIONS OF LIABILITY.

- DISCLAIMER OF OTHER WARRANTIES. EXCEPT FOR THE EXPRESS 8.1 WARRANTIES SET FORTH IN THIS AGREEMENT, AI, THE STATE, AND THEIR RESPECTIVE LICENSORS AND TECHNOLOGY VENDORS (A) HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND QUALITY; (B) MAKE REPRESENTATIONS OR **WARRANTIES** REGARDING THE RELIABILITY. AVAILABILITY, TIMELINESS, SUITABILITY, ACCURACY OR COMPLETENESS OF THE EAS OR THE RESULTS THAT ANY EAS PARTICIPANT MAY OBTAIN BY USING THE SERVICES; AND (C) DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY PATIENT DATA RECEIVED FROM ANY EAS PARTICIPANT. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, INCLUDING SECTION 5.5.b, EAS PARTICIPANT PROVIDES THE EAS PARTICIPANT DATA AS-IS AND DOES NOT WARRANT THE ACCURACY OF THE EAS PARTICIPANT DATA.
- 8.2 PATIENT MATCHING AND OTHER ERRORS. WITHOUT LIMITING THE GENERALITY OF SECTION 8.1, AI, THE STATE, AND THEIR RESPECTIVE LICENSORS AND TECHNOLOGY VENDORS DO NOT REPRESENT OR WARRANT THAT THE OPERATION OR USE OF THE EAS WILL BE TIMELY, UNINTERRUPTED OR ERRORFREE. IN PARTICULAR, (I) THEY DO NOT WARRANT AGAINST POSSIBLE ERRORS OR MISMATCHES WHEN MATCHING PATIENT IDENTITIES BETWEEN DISPARATE DATA SOURCES, ALTHOUGH AI WILL USE COMMERCIALLY REASONABLE EFFORTS TO MINIMIZE BOTH "FALSE NEGATIVE" AND "FALSE POSITIVE" ERRORS OR MISMATCHES THAT COULD RESULT IN INADVERTENT DISCLOSURES OF PHI, AND (II) THEY DO NOT WARRANT AGAINST POSSIBLE ERRORS CAUSED BY SELF-PAY PATIENT ENCOUNTERS WITH EAS PARTICIPANTS OR THE RECEIPT AND ROUTING OF SENSITIVE HEALTH DATA SUBJECT TO SPECIAL PROTECTIONS, ALTHOUGH AI WILL USE COMMERCIALLY REASONABLE EFFORTS TO MINIMIZE SUCH ERRORS.

- 8.3 EXCLUSION OF CERTAIN DAMAGES. IN NO EVENT SHALL THE STATE, AI, EAS PARTICIPANTS, OR THEIR RESPECTIVE LICENSORS AND TECHNOLOGY VENDORS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE, OR LOSS OF INFORMATION OR DATA, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORIES OF LIABILITY, EVEN IF ANY OF THEM HAVE BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OCCURRING. DAMAGES UNDER SECTION 8.4 SHALL BE DEEMED DIRECT RATHER THAN INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.
- DAMAGES FOR PRIVACY BREACHES. WITH RESPECT TO DAMAGES CAUSED BY A PARTY FOR BREACH OF SUCH PARTY'S PRIVACY OBLIGATIONS UNDER THIS AGREEMENT, THE BUSINESS ASSOCIATE AGREEMENT, OR APPLICABLE LAW, THE NON-BREACHING PARTY CAN RECOVER FROM THE BREACHING PARTY THE ACTUAL AMOUNT OF: (i) THE FINANCIAL PENALTIES OR FINES ASSESSED AGAINST THE OTHER PARTY BY GOVERNMENTAL AUTHORITIES DUE TO THE BREACH, (ii) THE OTHER PARTY'S REASONABLE EXPENSES INCURRED IN CONNECTION WITH INVESTIGATING AND REPORTING SUCH BREACH TO THE INDIVIDUALS WHOSE DATA WAS DISCLOSED OR (WHERE REQUIRED BY LAW) TO GOVERNMENTAL AUTHORITIES; (iii) THE ACTUAL COST TO THE OTHER PARTY OF CALL CENTER SERVICES ESTABLISHED FOR COMMUNICATIONS WITH INDIVIDUALS RELATING TO THE BREACH; (iv) THE ACTUAL COST OF ANY CREDIT MONITORING SERVICES THAT THE OTHER PARTY PURCHASES FOR THE PERSONS WHOSE DATA WAS DISCLOSED DUE TO THE BREACH; AND (v) INDEMNITY UNDER THE APPLICABLE BUSINESS ASSOCIATE AGREEMENT WITH RESPECT TO THIRD PARTY CLAIMS.
- 8.5 MAXIMUM LIABILITY. THE CUMULATIVE MAXIMUM LIABILITY OF THE STATE, AI, EAS PARTICIPANT, AND THEIR RESPECTIVE LICENSORS AND TECHNOLOGY VENDORS TO EAS PARTICIPANTS FOR ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, DAMAGES, AND LIABILITIES ARISING IN CONNECTION WITH THE EAS, REGARDLESS OF THE NUMBER OF OCCURRENCES OR CLAIMS, SHALL BE LIMITED TO TEN MILLION DOLLARS (USD \$10 MILLION) IN AGGREGATE. NOTHING IN THIS SECTION 8.8 OR THIS AGREEMENT IS INTENDED TO WAIVE OR LIMIT ANY SOVEREIGN IMMUNITY OF THE STATE (OR OF AI AS AGENT FOR THE STATE, IF APPLICABLE) OR ANY OTHER STATUTORY LIMITATION ON THE STATE'S OR AI'S LIABILITY.

9. EAS PARTICIPANTS' LIABILITY AND NON-LIABILITY FOR OTHERS' ACTIONS

9.1 EAS Participant Liability. Each EAS Participant shall be responsible for its acts and omissions and those of its EAS Participant Users. No EAS Participant shall be responsible for the acts or omissions of any other EAS Participant or such other EAS Participant's EAS Participant Users. Each EAS Participant shall be responsible for harm to third parties caused by the use or misuse of any password, login or other identifier issued to such EAS Participant or its EAS Participant User, to the extent that the actor's use or misuse was enabled by EAS Participant's or its EAS Participant User's negligence, willful misconduct, or breach of this Agreement Notwithstanding any provision in this Agreement to the contrary, the State, Ai, and EAS Participants shall not be liable for any act or omission if a cause of action or liability for

such act or omission is otherwise prohibited by Applicable Law. This <u>Section 9.1</u> shall not be construed as a hold harmless or indemnification provision.

10. TERMINATION AND SUSPENSION.

10.1 General

- a. Expiration or termination of the Multi-Party Agreement as a whole shall terminate all EAS Participants' and EAS Participant Users' participation therein.
- b. EAS Participant may withdraw from and terminate its joinder in this Multi-Party Agreement and any of its Subscription Orders for its convenience, for any reason or no reason, on thirty (30) days' notice to Ai.
- c. Either Ai on behalf of the State, or EAS Participant, may terminate EAS Participant's joinder in this Agreement or any or all Subscription Orders hereunder for material breach by the other party that is not cured within thirty (30) days after notice of such breach.
- d. Ai on behalf of the State may immediately terminate EAS Participant's joinder in this Multi-Party Agreement and may terminate any or all Subscription Orders hereunder if EAS Participant becomes insolvent, liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for the relief of debtors, or initiates any proceeding seeking protection from creditors, or is the subject of any proceeding seeking protection from creditors that is not dismissed within ninety (90) days.
- e. Subject to <u>Section 10.1.f</u>, upon expiration or termination of an EAS Participant's joinder in the Multi-Party Agreement for any reason, Ai shall promptly return or destroy, at the election of EAS Participant, all raw, identifiable patient data of EAS Participant provided to Ai, including any copies thereof, and shall delete database content that contains such data. In addition, Ai shall comply with the applicable terms and conditions of the Business Associate Agreement between EAS Participant and Ai attached hereto as Attachment C.
- f. For the avoidance of doubt, EAS Participant agrees that Ai is not required to cause or ensure the return or destruction of transmitted Encounter Alerts that are in the possession of other EAS Participants following transmission; however, upon termination with respect to a specific EAS Participant, Ai is required to return or destroy (at EAS Participant's option) copies of such information submitted by EAS Participant that remain in Ai's possession following transmission. The foregoing does not require return or destruction of the following: minimum necessary Message Content which shall consist of no more than the submitting EAS Participant's medical record number (MRN) and the Message Date Time stamp.
 - 10.2 The State and Ai reserve the right to immediately suspend, limit, or deny access to the EAS by EAS Participant (and any EAS Participant User accessing the EAS through EAS Participant) if either the State or Ai determines, in its sole reasonable discretion, that traffic originating from such EAS Participant is potentially fraudulent data or represents fraudulent activity, has been affected by malware, denial-of-service attacks, or similar security or system failures, is in violation of Applicable Law or EAS Access Policies, or is otherwise compromised or could represent data or transmissions which could put at material risk the EAS, the EAS Platform, the State, Ai, other EAS Participants, patients, or third parties, or that EAS Participant has materially violated the prohibitions in Section 2.4. The State and Ai will notify the EAS Participant prior to suspending, limiting, or denying access, unless exigent circumstances make such advance notice impractical or in violation of this Agreement or applicable law, in which case they will notify the EAS Participant as soon as reasonably practicable after the curtailment of access. The notification of the suspension, limitation, or denial of access will include the reasons for suspension, limitation, or denial.

10.3 All licenses and rights of access granted hereunder to EAS Participant and its EAS Participant Users shall terminate immediately upon expiration or termination of this Agreement or the applicable Subscription Term with respect to EAS Participant. The provisions of Sections 2.2, 2.4, and 2.5 (License), Article 8 (Disclaimers and Limitations of Liability), Article 9 (No Liability for Other EAS Participants' Actions), Article 11 (Confidential and Proprietary Information), and Article 12 (Miscellaneous) as well as any other provisions of this Agreement necessary to interpret the respective rights and obligations of the parties hereunder, shall survive the expiration or termination of this Agreement.

11. CONFIDENTIAL AND PROPRIETARY INFORMATION.

- 11.1 Definition. EAS Participant and Ai each acknowledge that the other Party is the owner of proprietary and confidential information, including, without limitation, software, business plans and strategies. All such information described in this paragraph, as well as the terms and conditions of this Agreement, shall hereinafter be referred to collectively as "Confidential Information." Confidential Information does not include information that: (i) is in the possession of the recipient free of any obligation of confidentiality at the time of its disclosure; (ii) is or becomes publicly known other than by a breach of this provision; (iii) is received without restriction from a non-Party free to disclose it; or (iv) is developed independently by the receiving Party without reference to or reliance on the Confidential Information.
- 11.2 Non-Disclosure. Each Party as a recipient of Confidential Information ("Recipient") shall use the other's ("Discloser's") Confidential Information only for purposes of performance or receipt of performance under the Agreement, and shall protect it from unauthorized disclosure using the same degree of care it uses for its own Confidential Information (but no less than a reasonable degree of care.) Neither Party as a Recipient may disclose the Discloser's Confidential Information to any third party (other than its attorneys, contractors, investors, lenders, or insurers bound by confidentiality obligations no less stringent than those set forth herein) without the Discloser's prior written consent, except as required by law or regulation provided that the Recipient notifies the Discloser to enable the Discloser to take protective measures with respect to the disclosure of its Confidential Information. Such consent shall not be unreasonably withheld with respect to requested disclosure to a Recipient's investors, lenders, contractors, or Subcontractors, provided that such persons are bound by confidentiality obligations no less stringent than those set forth herein.

12. MISCELLANEOUS

- 12.1 Insurance. Ai will maintain general liability insurance with a general aggregate limit of not less than \$5 million. Ai will maintain Errors and Omissions Insurance with an event limit of not less than \$5 million. Ai will maintain Cyber Liability insurance with an event limit of not less than \$2 million per occurrence and \$10 million aggregate. Ai will ensure that its employees and agents providing Services hereunder are covered by workmen's compensation insurance.
- 12.2 Assignment. Neither Party may assign any rights or obligations under this Agreement to any person without the prior written consent of the other Party, except to a successor by merger, acquisition, or sale of substantially all of such Party's business or assets. Ai may subcontract the performance of Services, but shall remain responsible for the acts and omissions of its subcontractors as though they were acts or omissions of Ai itself.
- 12.3 Binding Effect. This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.

- 12.4 Waiver. No waiver will be binding on a Party unless it is in writing and signed by the Party making the waiver. A Party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.
- 12.5 Notices. All notices or other communications required or permitted by this Agreement shall be in writing. Delivery can be made in person, by overnight courier of national repute, or by registered or certified mail, with return receipt requested, to the parties at their respective addresses as set forth below or to such other address as either Party shall give to the other Party in the manner provided herein for giving notice. Notice delivered personally shall be considered given at the time it is delivered. Notice by overnight courier or mail shall be considered given on the date received. In any case, such notice shall be addressed as follows:

| If to EAS Participant: | If to Ai: |
|---|------------------------------|
| | Audacious Inquiry, LLC |
| | 5523 Research Park Drive |
| To the address(es) for notice set forth below the | Suite 370 |
| signature block in EAS Participant's joinder in | Baltimore, MD 21228 |
| the Multi-Party Agreement | Attn: Scott Afzal, Partner |
| | (safzal@ainq.com) |
| | With a copy to the State at: |
| | Minnesota Dept. of Human |
| | Services |
| | 540 Cedar Street |
| | St. Paul, MN, 55101 |
| | Attn: Jackie S. Sias |
| | |
| | |

- 12.6 Attachments. Any exhibits, schedules, and other attachments referenced in this Agreement are part of this Agreement.
- 12.7 Amendment. This Agreement may be amended only by a subsequent written document signed by both parties.
- 12.8 Validity. If any term or provision of this Agreement is deemed invalid or unenforceable, such term or provision shall not invalidate the rest of this Agreement, which shall nonetheless remain in full force and effect as if such invalidated or unenforceable term or provision had not been made a part of this Agreement.
- 12.9 Third-Party Beneficiaries. The parties do not intend to confer any right or remedy on any third party through this Agreement, including EAS Participant Users, their clients or patients, or other downstream users of EAS services.
- 12.10 Governing Law. This Agreement is governed by the laws of the State of Minnesota, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.
- 12.11 Arbitration. Except as otherwise provided herein, any controversy or claim arising out of or relating to this Agreement or the Services will be adjudicated exclusively by arbitration in St. Paul, Minnesota in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. If the amount in controversy is \$250,000 or less,

the matter will be heard by a single arbitrator. If the amount in controversy is greater than \$250,000, the matter will be heard by a three-arbitrator panel. Each arbitrator shall be an attorney knowledgeable in the area of healthcare law. Each Party shall bear its own costs and attorneys' fees. The arbitrator(s) shall have no authority to add to, subtract from, or modify any of the terms or provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein. The arbitrator shall not have the authority to award damages or other relief excluded by this Agreement, nor shall the arbitrator have the authority to award attorneys' fees to a Party.

- 12.12 Publicity and Press Release. Neither Party shall issue a Press Release or make any other public announcement regarding the relationship of the Parties as embodied in the Agreements or otherwise without written consent of the other Party. Ai may identify EAS Participant as an Ai customer in its customer lists or other marketing materials only with prior written approval from EAS Participant.
- 12.13 Entire Agreement. The Multi-Party Agreement, these Terms and Conditions, and the applicable Subscription Order(s) contain the entire understanding of the parties regarding the subject matter of this Agreement and supersede all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.

<u>ATTACHMENT C – BUSINESS ASSOCIATE AGREEMENT</u>

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between Goodhue County Health & Human Services ("COVERED ENTITY") and Audacious Inquiry, LLC ("BUSINESS ASSOCIATE") and is effective as of September 20, 2022 ("Effective Date").

RECITALS

BUSINESS ASSOCIATE desires to protect the privacy and provide for the security of Covered Entity's Protected Health Information (as that term is defined herein) that is used by or disclosed to BUSINESS ASSOCIATE, in compliance with the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), the regulations promulgated thereunder by the U.S. Department of Health and Human Services (45 CFR Parts 160, 162 and 164, the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), and other applicable laws and regulations. The purpose of this Agreement is to satisfy certain standards and requirements of HIPAA, the HIPAA Regulations, including 45 CFR §164.504(e), and the HITECH Act, as amended from time to time.

Therefore, the parties, intending to be legally bound, agree as follows:

- 1. **<u>DEFINITIONS</u>**. All terms used in this Agreement shall have the meaning given in the HIPAA Regulations. The definitions of certain terms are set forth below:
- 1.1 "Breach" means the unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of such information, and shall have the meaning given to such term under 45 CFR §164.402.
- 1.2 "Destruction" means the use of a technology or methodology by which the media on which the PHI is stored or recorded has been shredded, destroyed, cleared, or purged, as appropriate, such that the PHI cannot be read, retrieved, or otherwise reconstructed.
- 1.3 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- 1.4 "Electronic PHI" means PHI that is transmitted by or maintained in electronic media and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR §160.103.
- 1.5 "Encryption" means a technology or methodology that utilizes an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, and such confidential process or key that might enable decryption has not been breached.
- 1.6 "Individually Identifiable Health Information" means information that is a subset of health information and: (i) is created or received by a health care provider, health plan or health care clearinghouse; (ii) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual, and (iii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual,

- 1.7 "Information System" means an interconnected set of information resources under the same direct management control that shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR §164.304.
- 1.8 "Protected Health Information" or "PHI" means any Individually Identifiable Health Information, including Electronic PHI, that is transmitted or maintained in any form or medium and shall have the meaning given to the term "Protected Health Information" under HIPAA and the HIPAA Regulations, including, but not limited to 45 CFR §160.103.
- 1.9 "Secretary" means the Secretary of the United States Department of Health and Human Services.
- 1.10 "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an Information System, and shall have the meaning given to such term under HIPAA and the HIPAA Regulations, including 45 CFR §164.304.
- 1.11 "Unsecured PHI" means PHI that is not secured through the use of an Encryption or Destruction technology or methodology that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals, and shall have the meaning given to such term under guidance issued by the Secretary as such guidance may be revised from time to time.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE.

- 2.1 <u>General Requirements for Uses and Disclosures of PHI</u>. BUSINESS ASSOCIATE may use, access, and/or disclose PHI received by BUSINESS ASSOCIATE solely for the purpose of performing the services and/or functions for which COVERED ENTITY has retained BUSINESS ASSOCIATE, subject to the terms and conditions of this Agreement.
- 2.1.1 <u>Minimum Necessary</u>. BUSINESS ASSOCIATE shall limit such use, access, or disclosure, to the extent practicable, to the minimum necessary to accomplish the intended purpose of such use, access, or disclosure. BUSINESS ASSOCIATE shall determine what constitutes the minimum necessary to accomplish the intended purpose in accord with HIPAA, HIPAA Regulations and any applicable guidance issued by the Secretary.
- 2.1.2 <u>Documentation of Disclosures</u>. BUSINESS ASSOCIATE shall document all disclosures of PHI in accordance with 45 CFR §164.528, including, but not limited to, the date of the disclosure, the name and, if known, the address of the recipient of the disclosure, a brief description of the PHI disclosed, and the purpose of the disclosure.
- 2.1.3 <u>Modification of PHI</u>. BUSINESS ASSOCIATE shall not modify any existing data to which it is granted access, other than to correct errors. BUSINESS ASSOCIATE shall record any modification of data and retain such record for a period of six (6) years.
- 2.1.4 <u>Disclosure to Subcontractor or Agent</u>. Prior to BUSINESS ASSOCIATE's disclosure of any PHI, that is created by BUSINESS ASSOCIATE or that is created on behalf of COVERED ENTITY and received by BUSINESS ASSOCIATE, to any subcontractor or agent of BUSINESS ASSOCIATE, BUSINESS ASSOCIATE shall enter into an agreement with that

subcontractor or agent that is substantially similar to this Agreement and requires the subcontractor or agent to comply with the same applicable restrictions and conditions that apply to BUSINESS ASSOCIATE under this Agreement.

- 2.1.5 Retention of Records. Except as otherwise provided herein, BUSINESS ASSOCIATE shall retain complete and accurate records of any PHI created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY, or received from COVERED ENTITY, for a period no less than six (6) years after the Effective Date. BUSINESS ASSOCIATE shall provide COVERED ENTITY access to its records and policies and procedures during normal business hours, in the event that COVERED ENTITY desires to conduct an audit to determine BUSINESS ASSOCIATE'S compliance with the terms and conditions of this Agreement and applicable laws and regulations.
- 2.2 <u>Permitted Uses and Disclosures of PHI</u>. BUSINESS ASSOCIATE may, but only to the extent necessary, use PHI (i) for the proper management and administration of BUSINESS ASSOCIATE's services on behalf of the COVERED ENTITY, (ii) to provide data aggregation services relating to the health care operations of COVERED ENTITY, or (iii) to carry out BUSINESS ASSOCIATE's legal responsibilities, subject to the limitation in section 2.3, below.
- 2.3 <u>Nondisclosure of PHI</u>. BUSINESS ASSOCIATE is not authorized and shall not use or further disclose COVERED ENTITY's PHI other than as permitted under this Agreement, or as Required by Law or regulation.
- 2.3.1 <u>Disclosures Required by Law</u>. In the event BUSINESS ASSOCIATE is Required by Law to disclose PHI, BUSINESS ASSOCIATE shall promptly notify COVERED ENTITY of such requirement.
- 2.3.2 <u>Legal Process</u>. In the event BUSINESS ASSOCIATE is served with legal process or a request from a governmental agency that may potentially require its disclosure of PHI, BUSINESS ASSOCIATE shall promptly notify COVERED ENTITY.
- 2.4 <u>Prohibition on Sale of PHI for Remuneration</u>. BUSINESS ASSOCIATE shall not directly or indirectly receive remuneration in exchange for the sale of any of COVERED ENTITY's PHI, unless BUSINESS ASSOCIATE first obtains authorization from COVERED ENTITY. COVERED ENTITY shall not grant such authorization unless the individual who is the subject of the PHI has given COVERED ENTITY a HIPAA compliant authorization.
- 2.5 <u>Transaction Standards</u>. When applicable, BUSINESS ASSOCIATE will conduct standard transactions consistent with 45 CFR Part 162 ("Standard Transactions") for and on behalf of COVERED ENTITY
- 2.6 Security Standards. BUSINESS ASSOCIATE shall take appropriate security measures (i) to protect the confidentiality, integrity and availability of COVERED ENTITY's Electronic PHI that BUSINESS ASSOCIATE creates, receives, maintains, or transmits on behalf of COVERED ENTITY and (ii) to prevent any use or disclosure of COVERED ENTITY's PHI other than as provided by this Agreement. Appropriate security measures include the implementation of the administrative, physical and technical safeguards specified in 45 CFR §§ 164.306, 164.308, 164.310, 164.312 and 164.316.
- 2.7 <u>Notification of Breaches and Security Incidents.</u> BUSINESS ASSOCIATE shall promptly notify COVERED ENTITY in writing after BUSINESS ASSOCIATE becomes aware of any Breach of or Security Incident involving COVERED ENTITY's PHI. BUSINESS ASSOCIATE shall:

- a. Identify each individual whose unsecured PHI has been, or is reasonably believed by BUSINESS ASSOCIATE to have been, accessed, acquired, or disclosed during such Breach or Security Incident;
- b. Identify the nature of the non-permitted access, use, or disclosure including the date of the incident and the date of discovery;
- c. Identify the individual whose PHI has been accessed, used, or disclosed (e.g., name; social security number; date of birth);
- d. Identify who made the non-permitted access, use, or received the non-permitted disclosure:
- e. Identify what corrective action Business Associate took or will take to prevent further non-permitted accesses, uses, or disclosures;
- f. Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted access, use, or disclosure; and
- g. Provide such other information, including a written report, as the Covered Entity may reasonably request.
- h. BUSINESS ASSOCIATE shall cooperate in good faith, at its own cost and expense, with COVERED ENTITY in the investigation of any Breach or Security Incident.
- 2.8 <u>Prompt Corrective Actions</u>. BUSINESS ASSOCIATE shall take prompt corrective action to remedy any Breach or Security Incident and to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by BUSINESS ASSOCIATE in violation of this Agreement.
- 2.9 <u>Costs Related to Inappropriate Use, Access or Disclosure of PHI</u>. If there is a Breach or Security Incident involving PHI in BUSINESS ASSOCIATE's possession that results in the confidentiality of the PHI of COVERED ENTITY being compromised, BUSINESS ASSOCIATE will reimburse COVERED ENTITY for the documented costs incurred by COVERED ENTITY in connection with that Security Incident or Breach.
- 2.10 <u>Regulatory Compliance</u>. BUSINESS ASSOCIATE shall make its internal practices, books and records relating to the use, disclosure or security of PHI received from COVERED ENTITY (or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY) available to the Secretary for purposes of determining COVERED ENTITY's and/or BUSINESS ASSOCIATE's compliance with HIPAA, the HIPAA Regulations, and the HITECH Act.

2.11 Rights of Individuals.

- 2.11.1 Right to Request Restrictions of PHI. Within ten days of BUSINESS ASSOCIATE's receipt of written notice from COVERED ENTITY concerning an Individual's, or his/her legal representative's, request to restrict the use and disclosure of that Individual's PHI, BUSINESS ASSOCIATE shall comply with the instructions from COVERED ENTITY to modify, delete or otherwise restrict the use and disclosure of that Individual's PHI.
- 2.11.2 Request for Amendment of PHI. Within ten days of BUSINESS ASSOCIATE's receipt of written notice from COVERED ENTITY concerning a request to amend an Individual's PHI,

BUSINESS ASSOCIATE shall, as directed by COVERED ENTITY, incorporate any amendments into copies of such PHI maintained by BUSINESS ASSOCIATE.

- 2.11.3 Request for an Accounting of Disclosures of PHI. Within ten days of BUSINESS ASSOCIATE's receipt of written notice from COVERED ENTITY concerning an Individual's request for an accounting of the disclosures of that Individual's PHI, BUSINESS ASSOCIATE shall make available to COVERED ENTITY an accounting of the disclosures of that Individual's PHI made by BUSINESS ASSOCIATE and BUSINESS ASSOCIATE's subcontractors and agents, in accordance with 45 CFR §164.528.
- 2.11.4 Access to PHI by the Individual. Within ten days of BUSINESS ASSOCIATE's receipt of written notice from COVERED ENTITY concerning an Individual's access to PHI, BUSINESS ASSOCIATE shall make available to COVERED ENTITY such information as may be required for COVERED ENTITY to fulfill its obligations to provide access to or provide a copy of that Individual's PHI in accordance with 45 CFR §164.524.
- 2.11.5 Access to Certain Information in Electronic Format. If BUSINESS ASSOCIATE uses or maintains Electronic Health Records with respect to PHI on behalf of COVERED ENTITY, BUSINESS ASSOCIATE shall, within ten days of BUSINESS ASSOCIATE's receipt of written notice from COVERED ENTITY, provide COVERED ENTITY the requested PHI in an electronic format.
- 2.12 <u>Compliance with Law</u>. In connection with all matters related to this Agreement, BUSINESS ASSOCIATE shall comply with all applicable federal and state laws and regulations, including, but not limited to, HIPAA, the HIPAA Regulations and the HITECH Act.

3. **RESPONSIBILITIES OF COVERED ENTITY**

- 3.1 <u>Notice of Privacy Practices</u>. COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitations or changes to COVERED ENTITY's Notice of Privacy Practices to the extent any such information may affect BUSINESS ASSOCIATE's use and disclosure of PHI.
- 3.2 <u>Compliance</u>. In connection with all matters related to this Agreement, COVERED ENTITY shall comply with all applicable federal and state laws and regulations, including, but not limited to, HIPAA, the HIPAA Regulations and the HITECH Act. COVERED ENTITY shall not request BUSINESS ASSOCIATE to use or disclose PHI in any manner that would not be permissible under HIPAA Regulations if done by COVERED ENTITY or that otherwise is not expressly permitted by this Agreement.

4. TERM AND TERMINATION AND OTHER REMEDIES.

- 4.1 <u>Term.</u> The term of this Agreement (the "Term") shall commence as of the Effective Date and shall terminate when all PHI created by BUSINESS ASSOCIATE, or created on behalf of COVERED ENTITY and received by BUSINESS ASSOCIATE, is destroyed or returned to COVERED ENTITY. If it is not feasible for BUSINESS ASSOCIATE to return or destroy the PHI, BUSINESS ASSOCIATE will assure that protections are extended to such PHI in accordance with the termination provisions of this Agreement. If the underlying Agreement between the parties terminates for any reason, the parties may mutually decide to terminate this Business Associate Agreement.
- 4.2 <u>Material Breach</u>. In the event of a material breach of any of the provisions of this Agreement, either party, upon written notice to the other party that describes the breach with sufficient specificity to enable a cure, may take any of the following actions:

- 4.2.1 If cure of the breach is not feasible, terminate the Agreement immediately;
- 4.2.2 If cure of the breach is feasible, terminate this Agreement, unless the other party, within five (5) business days, provides a plan to cure the breach and, within twenty (20) business days, cures the breach; or
- 4.2.3 If a party knows of a pattern of activity or practice by the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, if the breach or violation continues despite the other party's efforts to cure the breach or end the violation, and if termination of this Agreement is not feasible, then the breach or violation shall be reported to the Secretary.
- 4.3 <u>Effect of Termination.</u> With the exception of §3.4, upon termination, expiration or other conclusion of this Agreement for any reason, BUSINESS ASSOCIATE shall return or, at the option of COVERED ENTITY, provide for the Destruction of all PHI received from COVERED ENTITY or created or received by BUSINESS ASSOCIATE on behalf of COVERED ENTITY that BUSINESS ASSOCIATE or its Agents maintain in any form. BUSINESS ASSOCIATE shall not retain any copies of such PHI. No later than sixty (60) calendar days after the termination of this Agreement, BUSINESS ASSOCIATE shall both (i) complete such return or Destruction and (ii) certify in writing to COVERED ENTITY that such return or Destruction has been completed.
- 4.4 Return or Destruction Not Feasible. If BUSINESS ASSOCIATE represents to COVERED ENTITY that return or Destruction of COVERED ENTITY's PHI is not feasible, BUSINESS ASSOCIATE shall provide COVERED ENTITY with a written statement of the reason that return or Destruction by BUSINESS ASSOCIATE or its Agents is not feasible. If COVERED ENTITY determines that return or Destruction is not feasible, the protections of this Agreement shall remain in full force and effect and shall be applicable to any and all of COVERED ENTITY's PHI held by BUSINESS ASSOCIATE or its Agents.

5. CHANGES TO THIS AGREEMENT.

In the event of a change in any state or federal law, statute, or regulation which materially affects the rights or obligations of either party under this Agreement, the parties shall immediately negotiate in good faith any necessary or appropriate revisions to this Agreement. If the parties are unable to reach an agreement concerning such revisions within the earlier of sixty (60) calendar days after the date of notice seeking negotiations or the effective date of a change in law or regulation, then either party may immediately terminate this Agreement upon written notice to the other party.

6. MISCELLANEOUS PROVISIONS.

- 6.1 <u>Entire Agreement, Assignment and Amendment</u>. This is the entire Business Associate Agreement between the parties and supersedes any prior or contemporaneous agreement between the parties concerning the subject matter hereof. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement may only be amended by a writing signed by both parties.
- 6.2 <u>No Third-Party Beneficiaries</u>. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, any rights, remedies, obligations or liabilities whatsoever upon any person or entity other than COVERED ENTITY, BUSINESS ASSOCIATE and their respective successors or assigns.

6.3 <u>Notices</u>. Any notices to be given to either party shall be made in writing and sent by certified or registered mail, postage prepaid, return receipt requested or overnight mail to the address given below and/or via facsimile to the facsimile telephone numbers listed below.

| If to BUSINESS ASSOCIATE to: | With a copy to: |
|---|--|
| Audacious Inquiry LLC 5523 Research Park Drive. Suite 370 Baltimore, Maryland 21228 | Saul Ewing Arnstein & Lehr, LLP 1200 Liberty Ridge, Suite 200 Wayne, PA 19807-5569 |
| Attention: | Attention: Scott Patterson, Esq. |
| If to COVERED ENTITY to: | With a copy to: |
| | |
| Attention: | Attention: |
| Each party may change its or its represent the manner provided above. | ative's address for notice by giving notice to the other party in |

- 6.4 <u>Control and Governing Law.</u> In the event of a conflict between this Agreement and the underlying service agreement, this Agreement shall control and be interpreted as broadly as necessary to comply with HIPAA. Unless federal law controls, this Agreement shall be interpreted and construed in accordance with the laws of the State of Maryland.
- 6.5 <u>Survival.</u> Any provisions of this Agreement that contemplate performance or observance after termination or expiration shall survive the termination or expiration of this Agreement and continue in full force.

(Remainder of Page Intentionally Left Blank--Signature Page Follows)

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have duly executed this Agreement as of the date first set forth above.

| COVERED ENTITY: | BUSINESS ASSOCIATE: |
|--|-----------------------|
| Goodhue County Health & Human Services | Audacious Inquiry LLC |
| By: | By: |
| Printed Name | Printed Name |
| Title | Title |

ATTACHMENT A.2 TO MULTI-PARTY PARTICIPATION AGREEMENT SUBSCRIPTION ORDER FOR 2020 EAS REGULATORY UPDATES

| EAS Participant Name: | Goodhue County Health & Human Services |
|------------------------------|--|
|------------------------------|--|

This is a supplemental Subscription Order under the Minnesota Encounter Alert Service (EAS) Multi-Party Participation and Subscription Agreement ("Multi-Party Agreement"), which the EAS Participant identified above and signing below ("EAS Participant") has joined. This Subscription Order describes the supplemental subscription details including the fee schedule (no additional fee) and any special terms associated with participation in the specified service. Additional Subscription Orders may be executed to codify additional levels of participation in the EAS.

The effective date of this Subscription Order is the date of the last signature below.

Capitalized terms not otherwise defined herein have the meaning given to them in the Multi-Party Agreement.

1. SCOPE:

1.1 EAS CoP e-Notification Service

The Conditions of Participation ("CoP") (42 C.F.R. Part 482) included in the CMS Interoperability and Patient Access Final Rule ("Final Rule") require hospitals to make a "reasonable effort" to send electronic notifications of patient encounters to primary care providers (PCPs), skilled nursing facilities (SNFs), and other entities within the scope of the CoP at either the provider's or patient's request. The EAS CoP e-Notification Service is intended to facilitate compliance with the CoP by:

- A. Accepting HL7 ADT messages for all Inpatient, Emergency and Observation status visits.
- B. Providing a two-tier notification routing system:
 - o Panel-based routing (via the Patient-to-Provider attribution panels loaded into EAS, which is the traditional method that has been in production since EAS inception).
 - O Patient-asserted routing (via Provider information in the HL7 ADT message, which is the alternative method introduced in this supplemental Subscription Order to further support the CoP). The Provider will collect identification information for the patient's PCP and other requested recipients (such as an SNF to which the patient will be transferred after discharge) during registration. The Provider's ADT message must include sufficient content to enable the routing, specifically including a National Provider Identification number (NPI) for the intended recipient(s). Ai can then look-up the subscribed Provider's preferences and route the alert via one of several paths:
 - MN EAS PROMPT website user name
 - email address (to send a non-PHI alert that includes a link to a URL for MN EAS PROMPT)
 - Direct secure messaging address (via the DirectTrust directory).

- C. Enabling the setting of preferences (including enabling recipients to opt out of receiving these notifications).
- D. Providing a compliance report (at Go Live and annually, or ad hoc to fulfill a compliance audit).

Each EAS Participant remains responsible for its own compliance with the Final Rule and the CoP. The CoP e-Notification Service is solely a tool to facilitate that compliance and does not guarantee that EAS Participant's activities will satisfy all requirements of the Final Rule and the CoP.

1.2 Removal of Potential Information Blocking Conditions

Section 4004 of the 21st Century Cures Act added a new Section 3002 to the Public Health Service Act, 42 U.S.C. 300jj-52, which was further implemented by the HHS ONC Final Rule codified as 45 C.F.R. Part 171, to prohibit certain "information blocking" practices that are "likely to interfere with access, exchange, or use of electronic health information".

To facilitate compliance with the regulatory information blocking provisions, and to remove certain limitations in the Multi-Party Agreement that might be asserted to be information blocking, EAS Participant agrees to the following changes in the Multi-Party Agreement with respect to its EAS Participant Data.

(LEGEND for changes #A and #B below: Added Text, Deleted Text)

- A. Section 1.10 (Definitions, EAS Participant User) of the Multi-Party Agreement is amended to read:
 - 1.10 "EAS Participant User" means any person who has been authorized to Transact Message Content through the respective EAS Participant's System in a manner defined by the respective EAS Participant, in conformity with this Agreement and the then-current eligibility conditions for EAS Participant Users established in the EAS Access Policies. "EAS Participant Users" are limited to health care providers and employees, contractors, or agents of an EAS Participant. For the avoidance of doubt, EAS Participant Users will not include health plans. An EAS Participant User may act as either a Submitter, Recipient or both when Transacting Message Content.
- B. Section 5.2.a (Permitted Purposes) of the Multi-Party Agreement is amended to read:
- a. "Permitted Purpose" means one of the following reasons for which EAS Participants may legitimately Transact Message Content, subject to any additional limitations or use cases established by the EAS Access Policies or the Specifications, and in accordance with Applicable Law, inclusive of the Minnesota Health Records Act:
 - i. Treatment of the individual who is the subject of the Message including provider-based care coordination and care management.
 - ii. Payment, which shall have the meaning set forth at 45 C.F.R. § 164.501 of the HIPAA Regulations.
 - iii. Health care operations, which shall have the meaning set forth at 45 C.F.R. § 164.501 of the HIPAA Regulations.
 - <u>iv</u>. Uses and disclosures pursuant to an Authorization provided by the individual who is the subject of the Message or such individual's personal representative as described in 45 C.F.R. § 164.502(g) of the HIPAA Regulations.

Fees

There will be no additional fees to EAS Participants for adding the CoP e-Notification Service, removing the potential information blocking conditions, or Transacting related Messages.

Costs for the EAS Participant to integrate into its local electronic health record (EHR) systems are the responsibility of the EAS Participant.

Term

For the CoP e-Notification Service, the Subscription Term begins upon its Production Go-Live and shall end at the end of the term of EAS Participant's joinder in the EAS Multi-Party Agreement and Amendments (December 31, 2021 unless extended or terminated earlier). "Production Go-Live" for this purpose means that the CoP e-Notification Service is enabled, and the first sample compliance report is furnished.

Changes authorized under the "Removal of Potential Information Blocking Conditions" sections above are effective as of the Effective Date of this Subscription Order.

Implementation by Ai of functionality for Transaction of Message Content for additional Permitted Purposes, and Production Go-Live for that purpose, shall be as scheduled by the State and Ai in their discretion. Rights to Transact Message Content shall end at the end of the term of EAS Participant's joinder in the EAS Multi-Party Agreement and Amendments

By executing this Subscription Order, EAS Participant adds the foregoing additions and changes to its Subscription.

This Subscription Order is acknowledged and accepted by Ai and EAS Participant by their authorized signatories below.

| AUDACIOUS INQUIRY, LLC | EAS PARTICIPANT |
|-----------------------------|---|
| By: Name/Title: Date: | EAS Participant Name: Goodhue County Health & Human Services By: Name/Title: Date: |



MN EAS

Substance Use Disorder Attestation Form



July 8, 2019





SUBSTANCE USE DISORDER ATTESTATION FORM

| Section 1: Please complete the checklist below. | | | |
|---|--------------|---|--|
| 1. | Does your | ✓ No (Skip to Section 4 – Sign and Date) | |
| | organization | | |
| | provide any | Yes (Continue to Section 2 of the form below) | |
| | substance | Tes (continue to section 2 of the form below) | |
| | use | | |
| | disorder | | |
| | services? | | |
| | | | |

Section 2: Please complete the checklist below.

42 CFR Part 2 is a federal regulation that defines confidentiality and privacy standards for substance use disorder health information. These regulations cover any information about alcohol and drug abuse patients and apply to any individual, entity or unit that is federally assisted and holds themselves out as a provider of alcohol or drug abuse, diagnoses, treatment or referral for treatment. *You may wish to consult your legal counsel as you complete this form as it is not meant as a stand-in for legal guidance.* You can also find more information about 42 CFR Part II, including FAQs about who is covered by the regulations and what is meant by "holds itself out" at https://www.samhsa.gov/health-information-technology/laws-regulations-guidelines **Please answer these questions even if only part of your organization may fall under the regulations. **

| 1) Federal | assistance: Is your organization currently: |
|------------|---|
| Yes | Authorized, certified, licensed or registered by federal government? |
| No | |
| Yes | Receiving federal funds in any form, including funds that do not directly pay for substance |
| No | use disorder services? |
| Yes | Granted tax-exempt status by the IRS? |
| No | |
| Yes | Allowed tax deductions for contributions by the IRS? |
| No | |
| Yes | Authorized to conduct business by the federal government, including programs? |
| No | |
| Yes | Certified as a Medicaid provider? |
| No | |
| Yes | Authorized to conduct methadone maintenance treatment? |
| No | |
| Yes | Registered with the DEA, and use such license to the extent of treating |
| No | substance use disorders? |
| Yes | Conducting business directly by the federal government? |
| No | |
| AND | |

MN EAS Substance Use Disorder Attestation Form



| 2) Holds itself out as a provider of alcohol or drug abuse diagnoses, treatment, or | referral for |
|---|--|
| treatment as: | |
| Yes An individual or entity (other than a general medical care facility)? | |
| □No | |
| Yes An identified unit within a general medical facility? | |
| No | |
| Yes Medical personnel or other staff in a general medical care facility | |
| No primary function is the provision of alcohol or drug abuse diagnost treatment or referral for treatment? | ols, |
| *If you checked at least one "Yes" response in both categories above, you are likely regulations. * Section 3: Please CHECK ONE attestation option below. Option 1: By signing below, I, as the Privacy and/or Security Officer or appropriate supart of our organization IS NOT a federally assisted substance abuse program providing the part of our organization IS a federally assisted substance abuse program providing the part of our organization IS a federally assisted substance abuse program providing the part 2, and my organization take effective technological and administrative steps any clinical information (e.g. CCDs or ADTs) to EAS that relates to drug and alcohol an individual or any non-clinical information (e.g. a patient list) that directly or inclinical information and alcohol diagnosis, treatment or referral for treatment. Option 3: By signing below, I, as the Privacy and/or Security Officer or appropriate supart of our organization IS a federally assisted substance abuse program providing the part 2 and, as such, that EAS may receive certain patient information related to distinct the part of our organization and a qualified service organization agreement (QSOA). It is participate to receive alerts for Part 2 patients/clients. In have listed below the 42 CF unit and covered information that will be shared under the QSOA and agree to share not from the covered entity or unit without prior EAS Agreement. | urrogate, attest that all or ding services under 42 urrogate, attest that all or services under 42 CFR to block transmitting I treatment provided to directly identified an r in your facility that urrogate, attest that all or services under 42 CFR rug or alcohol treatment, affirm the intent to R Part 2 covered entity or Commented [NR1]: Added based on Allina feedback |
| To be completed only if Option 3 was chosen: | |

MN EAS Substance Use Disorder Attestation Form



Applicable Program/Provider/Location/Department(s) and 42 CFR Part II covered information that will be

provided to EAS. Organization may only provide covered information listed on this form unless EAS gave prior consent to additional data disclosure. <u>List participant organization again if fully federally assisted substance abuse program under 42 CFR part 2. Attach extra pages if needed:</u>

| Organization/Department/Practice Location/Program | Address | Covered Information to be shared with EAS (If Option 2 was chosen, this section should be blank) |
|--|--|---|
| EXAMPLE: XYZ Recovery Program | 123 Main St. Minneapolis, MN, 55415 | Patient Panel |
| | | |
| | | |
| | | |

| Section 4: Please sign and date below. | | | |
|--|--------------------------------------|--|--|
| Participating Organization: G | oodhue County Health & Human Service | | |
| Name: | | | |
| Signature: | | | |
| Date: | | | |
| Email Address: | | | |

If you attested that you are a 42 CFR part 2 entity, subject to relevant regulations, and will be sending covered data to EAS (Option 3 above), please review and sign the Qualified Service Organization Agreement (QSOA). EAS will provide this document.

GOODHUE COUNTY HEALTH & HUMAN SERVICES (GCHHS)



REQUEST FOR BOARD ACTION

| Requested Board Date: | September 20, 2022 | Staff Lead: | Ruth Greenslade |
|-----------------------|--|--------------|-----------------|
| Consent Agenda: | ⊠Yes □ No | Attachments: | ⊠ Yes □ No |
| Action Requested: | Approve Statewide Health Improvement Partnership (SHIP) grant project agreement. | | |

BACKGROUND:

Goodhue County Health and Human Services received Statewide Health Improvement Partnership funds during SHIP 1 from 2009-2011, did not receive funds during SHIP 2, and then again received a SHIP 3 planning grant from 2013-2014 (8 months), and a SHIP 3 implementation grant from 2014-2015 (16 months). In August 2014, our SHIP program officially rebranded as "Live Well Goodhue County." This grant through the Minnesota Department of Public Health (MDH) will continue this work. The Minnesota Department of Health approved from 2020-2022 to allow SHIP funding to go towards COVID Response. Year 3, 4 and 5 will resume with the original grant duties.

This grant project agreement covers a 5-year period from November 1, 2022 through October 31, 2027

| BUDGET PERIOD | AWARD |
|---|--------------|
| Year 1, November 1, 2020 through October 31, 2021 | \$177,598.00 |
| Year 2, November 1, 2021 through October 31, 2022 | \$177,598.00 |
| Year 3, November 1, 2022 through October 31, 2023 | \$177,598.00 |
| Year 4, November 1, 2023 through October 31, 2024 | \$177,598.00 |
| Year 5, November 1, 2024 through October 31, 2025 | \$177,598.00 |

^{*}The award amounts for years 3 through 5 are contingent on continued funding from the Minnesota state legislature.

RECOMMENDATION:

HHS staff recommends authorizing approval of the grant project agreement.



Protecting, Maintaining and Improving the Health of All Minnesotans

August 16, 2022

Nina Arneson CHS Administrator Goodhue County Health and Human Services 426 West Avenue Red Wing, MN 55066

Dear Ms. Arneson:

We are pleased to inform you that the Goodhue County Health and Human Services has been approved for funding by the Minnesota Department of Health (MDH) for the Statewide Health Improvement Partnership (SHIP) grant.

A Grant Amendment for Years 3-5 is attached for signature. An annual budget and work plan must be approved by MDH by November 1 of each year and will be incorporated into the Grant Project Agreement by reference. Funding is contingent on legislative approval each biennium and MDH reserves the right to change funding amounts based on the total appropriated to SHIP each biennium. Please see the funding period and award in the table below:

| BUDGET PERIOD | AWARD |
|---|-----------|
| Year 1, November 1, 2020 through October 31, 2021 | \$177,598 |
| Year 2, November 1, 2021 through October 31, 2022 | \$177,598 |
| Year 3, November 1, 2022 through October 31, 2023 | \$177,598 |
| Year 4, November 1, 2023 through October 31, 2024 | \$177,598 |
| Year 5, November 1, 2024 through October 31, 2025 | \$177,598 |

We look forward to working with you on our mutual goals of supporting community-driven solutions to expand opportunities for active living, healthy eating, commercial tobacco-free living, and well-being.

Sincerely,

Kristine Igo, Director

Office of Statewide Health Improvement Initiatives

85 East Seventh Place, P.O. Box 64882

St. Paul, Minnesota 55164-0882

www.health.state.mn.us

Enclosure: Grant Amendment



Between the Minnesota Department of Health and Goodhue County Health and Human Services

Minnesota Department of Health Grant Project Agreement Amendment Cover Sheet

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

DATE: November 1, 2022 **ATTACHMENT:** Amendment

CONTACT FOR MDH: Fred Ndip, 651-431-2449, fred.ndip@state.mn.us

| Grantee SWIFT Information | Grant Project Agreement Information | Funding Information | | |
|--|---|--|--|--|
| Name of MDH Grantee: Goodhue County Health and Human Services | Grant /Project Agreement Number: 183590 | Total Grant Funds (all funding sources) : \$887,990.00 | | |
| Grantee SWIFT Vendor Number: 0000197327 SWIFT Vendor Location Code: 001 | Period of Performance Start Date: 11/1/2020 Period of Performance End Date: 10/31/2025 | Total State Grant Funds: \$887,990.00 Total Federal Grant Funds: \$0.00 | | |



Between the Minnesota Department of Health and Goodhue County Health and Human Services

Minnesota Department of Health Community Health Board Grant Project Agreement Amendment

| Grant Project Agreement Start Date: | 11/1/2020 | Current Project Amendment Amount | \$532,794.00 |
|-------------------------------------|------------|--|--------------|
| Original Grant Project Agreement | | | |
| Expiration Date: | 10/31/2025 | Original Grant Project Agreement Amount: | \$177,598.00 |
| Current Grant Project Agreement | | | |
| Expiration Date: | 10/31/2025 | Previous Project Amendment(s) Total: | \$177,598.00 |
| Requested Grant Project Agreement | | Requested Total Grant Project Agreement | |
| Expiration Date: | N/A | Amount: | \$887,990.00 |

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

Recitals

- 1. MDH has a grant project agreement with Grantee identified as 183590 ("Original Grant Project Agreement") to address the leading preventable causes of illness and death such as <u>commercial</u> tobacco use or exposure, poor diet, and lack of regular physical activity, and other issues as determined by the commissioner through the statewide health assessment.
- 2. The Original Grant Project Agreement is being amended to add funding for Years 3 through 5.
- 3. MDH and Grantee are willing to amend the Original Grant Project Agreement as stated below.

Grant Project Agreement Amendment

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

REVISION 1. Clause 3. "Grantee's Duties and Responsibilities" is amended as follows:

General. Grantee must:

- 1. Work with State to finalize Grantee's yearly work plan and budget. The annual budget and work plan must be approved in writing by State by November 1 of each year. The Year 2 work plan will be submitted in two phases: November 1, 2021-April 30, 2022, to be approved by November 1, 2021, and May 1, 2022-October 31, 2022, to be approved by May 1, 2022. If the work plan is not approved by the due date, Grantee cannot perform work under this agreement.
- 2. Perform the activities in the approved work plan.
- Grantee will contact State if Grantee is no longer able to fulfill a work plan activity and Grantee must request approval before pursuing any additional activities not described in the original work plan. If Grantee fails to complete grant deliverables in a satisfactory manner, State has the authority to withhold further funds.
- 4. Designate or hire a full-time SHIP project coordinator or equivalent. The Grantee's budget must include a minimum of one FTE to coordinate the activities of the grant.
- 5. Designate a SHIP staff person to facilitate evaluation tasks and communicate with State evaluation staff and contractors.



Between the Minnesota Department of Health and Goodhue County Health and Human Services

- 6. Designate, hire, or contract project, fiscal, and administrative staff with the appropriate training and experience to implement all SHIP activities and to fulfill payroll, accounting, and administrative functions.
- 7. Participate in site visits and grant reconciliation processes with State.
- 8. Participate in regularly scheduled calls and meetings with State community specialists.
- 9. Participate in State-sponsored technical assistance calls, webinars and trainings.
- 10. Attend State-sponsored conferences, meetings and in-person trainings.
- 11. Comply with State product approval outlined in the SHIP Communications Guide.
- 12. Allow State and others to use any products or materials produced with SHIP funds.

Reporting

- 1. Participate in all required evaluation activities as outlined in the SHIP Application.
- 2. Completed progress and evaluation reports will be due quarterly <u>for Years 1-2 (November 1, 2020-October 31, 2022, and biannually for Years 3-5 (November 1, 2022-October 31, 2025)</u>. The schedule for quarterly <u>and biannual</u> reporting is provided below. The State will provide guidance regarding the required content of the reports.

Quarterly Reporting PeriodReport Submission Due DateNovember 1 – January 31February 28February 1 – April 30May 30May 1 – July 31August 30August 1 – October 31November 30Biannual Reporting PeriodReport Submission Due Date

November 1 – April 30 May 30
May 1 – October 31 November 30

Financial

- 1. Adhere to the request and approval process set forth by the State in the SHIP Financial Guide.
- 2. Obtain prior approval from the State for all subcontracts or mini-grants service contracts or community partner awards \$3,000 or more, significant changes in grant activities, changes of more than 10 percent to any budget line item, surveys and out-of-state travel.
- 3. Act in a fiscally-responsible manner, including following standard accounting procedures, charging the SHIP grant only for the activities stated in the grant agreement, spending grant funds responsibly, properly accounting for how grant funds are spent, maintaining financial records to support expenditures billed to the grant, and meeting audit requirements.
- 4. Ensure that a local match equaling at least ten percent of the total funding award is provided and documented.
- 5. Ensure that administrative costs are explained and justifiable. The State will accept up to the Grantee's current federally approved rate. If Grantee does not have a federally approved indirect cost rate, the State will accept an indirect rate of up to 10 percent of the total grant award.
- 6. Report to the State other funding sources, including grants from other sources, that are directed toward <u>commercial</u> tobacco, obesity and well-being, and have accounting systems in place to track SHIP-funded activities separately from activities funded through other sources.
- 7. Comply with the Minnesota Government Data Practices Act as it applies to all data created, gathered, generated, or acquired under the grant agreement.
- 8. Ensure SHIP funding does not supplant work funded through other sources. Use SHIP funds to develop new activities, expand or modify current activities that work to reduce <u>commercial</u> tobacco use and exposure, prevent obesity and increase well-being, and/or replace discontinued funds from the State, the federal government, or another third party previously used to reduce <u>commercial</u> tobacco use and exposure, prevent obesity and increase well-being. The Grantee may not use SHIP funds to



Between the Minnesota Department of Health and Goodhue County Health and Human Services

- replace federal, state, local, or tribal funding Grantee currently uses to reduce <u>commercial</u> tobacco use and exposure, prevent obesity or increase well-being.
- 9. Adhere to the guidance set forth by MDH in the *Incentive Guidelines for MDH Grantees*. The Grantee may use grant funds to purchase incentive instruments in order to aid in meeting the goals and objectives of the grant agreement. The Grantee must have written effective policies and procedures on file before purchasing any incentive instruments. The Grantee is required to monitor and track incentive instruments. MDH reserves the right to inspect and review incentive instruments purchased and distributed, and related documents, as part of its monitoring oversight.

Lobbying

Ensure funds are not used for lobbying, which is defined as attempting to influence legislators or other public officials on behalf of or against proposed legislation. Providing education about the importance of policies as a public health strategy is allowed with SHIP funds. Education includes providing facts, assessment data, reports, program descriptions, and information about budget issues and population impacts, but stopping short of making a recommendation on a specific piece of legislation. Education may be provided to legislators, public policy makers, other decision makers, specific stakeholders, and the general community. Lobbying restrictions do not apply to internal or non-public policies.

REVISION 2. Clause 4 (4.1a and 4.1b). "Consideration and Payment" is amended as follows:

(a) Compensation. The Grantee will be paid monthly, on a reimbursement basis for services performed and acceptance of such services by the State's Authorized Representative, except the State reserves the right not to honor invoices that are submitted more than 30 days after the submission date specified.

Budget periods for the five years are as follows:

| Year 1: November 1, 2020 – October 31, 2021 | \$177,598.00 |
|---|-------------------------------|
| Year 2: November 1, 2021 – October 31, 2022 | \$177,598.00 |
| Year 3: November 1, 2022 – October 31, 2023 | \$177,598.00 To Be Determined |
| Year 4: November 1, 2023 – October 31, 2024 | \$177,598.00 To Be Determined |
| Year 5: November 1, 2024 – October 31, 2025 | \$177,598.00 To Be Determined |
| | |

(b) Total Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this grant project agreement will not exceed \$887,990.00. \$355,196.00.

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

7.1 State's Authorized Representative. The State's Authorized Representative for purposes of administering this grant project agreement is Fred Ndip, Supervisor, Community Initiatives Unit, Kristine Igo, Director, Office of Statewide Health Improvement Initiatives, 85 East Seventh Place, P.O. Box 64882, St. Paul, MN, 55164-0882, 651-431-2449, fred.ndip@state.mn.us, 651-201-5809, kris.igo@state.mn.us, or his/her successor, and has the responsibility to monitor the Grantee's performance and the final authority to accept the services provided under this grant project agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

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



Between the Minnesota Department of Health and Goodhue County Health and Human Services

APPROVED:

1. State Encumbrance Verification

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

| Signature: | Charlotte Paulson | Digitally signed by Charlotte Paulson Date: 2022.08.16 11:01:31 -05'00' | |
|--|--|--|--------------|
| SWIFT Contract & Initial PO | 183590/3-96569 | | |
| 2. Grantee Grantee certifies that the approp resolutions, or ordinances. | riate persons(s) have executed the grant agi | eement on behalf of Grantee as required by applicable artic | les, bylaws, |
| Signature: | | Signature: | |
| Title: HHS Dire | ctor | Title: | |
| Date: | | Date: | |
| | | | |
| Signature: | | Signature: | |
| Title: | | Title: | |
| Date: | | Date: | |
| 1. Minnesota Depart Grant agreement approval and c Signature: (with delegated authority) Title: Date: | | nbered as required by Minn. Stat. §§ <u>16A.15</u> and <u>16C.05</u> . | |

Distribution:

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



Incentive Guidelines for MDH Grantees

Applicability:

This guidance applies to any MDH Grantee that has MDH approval to purchase and/or distribute incentives as part of its MDH grant activities. This applies to grants funded with State and/or Federal dollars.

This guidance also applies to any subgrants the Grantee enters into and the Grantee is responsible for monitoring its subgrantee in accordance with this guidance.

This guidance does not apply to any non-MDH funding the grantee may receive.

Rationale:

If a grantee is going to purchase and distribute incentives defined below, as part of its grant activities, it will be required to have written effective policies and procedures addressing the purchasing, distributing and security of incentives. The grantee must safeguard these incentives and ensure they are only used for authorized purposes. Incentives may be in various forms, including but not limited to, pre-paid gift cards, water bottles, stress balls, give-away items, and other reasonable items that can be associated with the programmatic goals and objectives of the project. Pre-paid gift cards are the same as having cash on hand and must be treated as such. The costs of incentives are to be reasonable 1 and in compliance with any grant agreement restrictions, terms, and conditions.

Definitions:

It's important to understand the difference between an incentive and a stipend. MDH differentiates the two as follows:

Incentives. Items purchased with grant funds; used to encourage participating in the specific grant program in order for the grantee to adequately fulfill the goals and objectives of the grant program.

Stipends. Payment given to an individual who provides work or service for the program itself, which benefits others. For example, a stipend given to advisory board members who spend two

¹ A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when the grantee is predominantly federally funded. In determining reasonableness of a given cost, see 2 CFR 200.404.

INCENTIVES GUIDELINES FOR GRANTEES

hours/month per year helping develop and/or guide the program. Another example would be a peer mentor who goes out into the community to teach others about HIV/AIDS transmission and protection.

Roles and Responsibilities:

Grantee:

- Grantees must follow their current purchasing policies and procedures.
- Grantees must have, and follow, an asset tracking policy and procedure. Incentives are considered assets.
- Grantees must provide MDH with a copy of their purchasing and asset tracking policy and procedures before purchasing any incentives.
- Grantees must train grantee staff on purchasing and asset tracking policies and procedures.
- The grantee's asset tracking policy and procedure must include proper separation of duties:
 - More than one grantee staff person must be involved in the handling of the incentives.
 - The person authorizing the purchase of the incentives cannot have physical access to the incentives.
 - The people who will have physical access to the incentives cannot have access to modify records.
 - Unused incentive instruments must be safeguarded at all times.
- Grantees must use a tracking system that will document purchased and disbursed incentives. Tracking system can be kept electronically or in paper form, as long as it is compliant with these requirements. The tracking system cannot contain any identifying and or private participant data. The tracking system, provided by the MDH Grant Manager, must record the following:
 - Number of incentives on hand, including starting balance and any additional incentives purchased,
 - description of the incentive,
 - quantity of incentive(s) received by each participant,
 - identifying information of the incentive
 - if a gift card is used, include the last four digits of the card number,
 - if a gift card is not used, include, if possible, any other identifying information for each incentive, such as a serial number,
 - value/amount,
 - a unique non-identifiable data point for each participant (e.g. case number, file number),

INCENTIVES GUIDELINES FOR GRANTEES

- date participant received incentive(s), and
- signature of grantee staff member providing incentive(s) to participant. Grantees can determine how to capture staff signature on tracking form.
- Whenever possible at least two grantee staff must reconcile the incentives at least quarterly. This reconciliation confirms and certifies, through their signature, the purchasing, distribution, and on-hand inventory is correct. Grantees must submit the signed tracking form of incentives to MDH after each quarterly reconciliation.
- In the event purchased incentives cannot be fully distributed during the grant award period, the Grantee has two options, both of which must be discussed with their MDH Grant Manager prior to implementing either option:
 - Option A: Grantee can contact the vendor from whom the incentives were purchased to
 inquire about returning unused incentives for a refund or a credit to be used for future
 incentives purchases. Grantee should talk through this option with their MDH grant
 manager as the funding and/or an upcoming end date of the grant might not allow for a
 credit. Any credit must be used during the same grant agreement.
 - Option B: Grantee can refund MDH the value of any non-distributed incentives. Those
 incentives can then be used by the grantee in any way the grantee wants with no ties or
 responsibilities to MDH.
 - For example: Grantee has \$100 worth of Visa gift cards that were not distributed in the time frame allowed. Grantee wants to keep the incentives and use them for other activities not related to the MDH grant. Grantee must repay MDH the \$100 they were already reimbursed for those incentives and then the incentives become property of the Grantee who is free to use them for whatever they want.
- Option C: If MDH purchased incentives for the grantee to distribute, and there are incentives not yet distributed at the end the grant agreement, the grantee must return the remaining incentives to MDH within 30 days of the end of the grant agreement.

MDH:

- Informing grantees of any special restrictions, limitations or conditions that relate to the use
 of incentives in the grant agreement. Examples: including specific logos, not surpassing
 nominal value(s), ineligible incentives.
- Ensuring grantee followed their policies and procedures regarding purchasing and asset tracking.
- Reviewing, and monitoring, grantees use and tracking of the incentives. This includes ensuring grantee has completed quarterly incentive reconciliations.
- Taking appropriate action for non-compliance, which may include but not limited to, withholding grantee payment.

INCENTIVES GUIDELINES FOR GRANTEES

Related Information

- 1. Uniform Administrative Requirements, Cost Principles located at 2 CFR Part 200
- 2. Minnesota Office of Grants Management Policies
- 3. MDH Grant Agreement/Amendments

Failure to Comply

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

Questions:

Questions regarding this guidance should be directed to your MDH Grant Manager.

Minnesota Department of Health 625 Robert Street N PO Box 64975 St. Paul, MN 55164-0975

www.health.state.mn.us

To obtain this information in a different format, please send request to your MDH Grant Manager.

DocuSign[®]

Certificate Of Completion

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HHS Director

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MDH FiM Encumbrance Office

Health.FM-Grants-Contracts@state.mn.us Security Level: Email, Account Authentication

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GOODHUE COUNTY HEALTH & HUMAN SERVICES (GCHHS)



REQUEST FOR BOARD ACTION

| Requested Board Date: | September 20, 2022 | Staff Lead: | Ruth Greenslade | |
|-----------------------|--|--------------|-----------------|--|
| Consent Agenda: | ⊠Yes □ No | Attachments: | ⊠ Yes □ No | |
| Action Requested: | Authorize execution of 2023 Towards Zero Deaths (TZD) Safe Roads grant agreement | | | |

BACKGROUND:

The Minnesota Department of Public Safety, Office of Traffic Safety (OTS) awarded Goodhue County Health and Human Services a Towards Zero Deaths (TZD) Safe Roads grant for the period from October 1, 2022 through September 30, 2023.

The purpose of the TZD Safe Roads grant is to continue coalition work toward the goal of zero traffic deaths and serious injuries on Minnesota's roads. Research shows that education, media campaigns, or public information efforts on their own are not effective in changing traffic safety behaviors. To be effective, these initiatives must be paired with a larger activity, such as enhanced enforcement. The perception of a high likelihood of receiving a citation for violating traffic laws has a strong impact on driver and passenger behaviors. The TZD Safe Roads grant program uses a data-driven, interdisciplinary approach, integrating education with enforcement, engineering, and emergency medical and trauma services (the "4Es").

Goodhue County Health and Human Services has received TZD Safe Roads funds since October 1, 2010. For the year October 1, 2022 to September 30, 2023 the grant will be \$17,944.

The Department of Public Safety has requested a resolution from grantees. The RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT assures the governing body supports participating in the proposed project. The resolution authorizes the Goodhue County Health and Human Services Director to sign the grant agreement.

RECOMMENDATION: HHS Department recommends approval of the resolution authorizing execution of agreement, which authorizes the GCHHS Director to sign the 2023 Towards Zero Deaths Safe Roads grant agreement.



Goodhue County Health and Human Services RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT

| Be it resolved that Goodhue County Health & House of Your Agence agreement with the Minnesota Department of | |
|---|--|
| safety enforcement projects during the period fr | om October 1, 2022 through September 30, 2023. |
| (Title of Lead Agency Authorized Official) | nalf of Goodhue County Health & Human Services and to be (Name of Lead Agency) |
| | |
| | |
| | |
| | |
| I certify that the above resolution was adopted by | by the Goodhue County Health & Human Services Board (Executive Body) |
| of Todd Greseth or | (Executive Body) 1 <u>9/20/2022</u> . |
| (Board Chair) | (Date) |
| SIGNED: | WITNESSETH: |
| (Signature) | (Signature) |
| (Title) | (Title) |
| (Date) | (Date) |
| *or individual(s) named in approved resolution. | |

GOODHUE COUNTY HEALTH & HUMAN SERVICES (GCHHS)



REQUEST FOR BOARD ACTION

| Requested Board Date: | September 20, 2022 | Staff Lead: | Mike Zorn | |
|-----------------------|---|--------------|---------------|--|
| Consent Agenda: | ∐Yes ⊠ No | Attachments: | ☐ Yes ⊠ No | |
| Action Requested: | Approve August 2022 HHS Warrant Registers | | | |

BACKGROUND:

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

| | Date of Warrant | | Check N | o. Series | | ٦ | otal Batch |
|------|-----------------|---------|---------|-----------|---|----------|------------|
| | | | | | | | |
| IFS | August 5, 2022 | ACH | 37209 | 37214 | | \$ | 35,326.04 |
| IFS | August 5, 2022 | | 463350 | 463367 | | \$ | 15,070.12 |
| IFS | August 12, 2022 | ACH | 37215 | 37228 | | \$ | 26,906.44 |
| IFS | · · | ACIT | | 463393 | | \$ | • |
| IF3 | August 12, 2022 | | 463368 | 403393 | | Ş | 30,134.80 |
| IFS | August 19, 2022 | ACH | 37291 | 37311 | # | \$ | 22,174.20 |
| IFS | August 19, 2022 | | 463553 | 463598 | | \$ | 51,843.67 |
| IEC | A | A C. I. | 27277 | 27442 | | , | 0.624.00 |
| IFS | August 26, 2022 | ACH | 37377 | 37412 | | \$ | 8,624.89 |
| IFS | August 26, 2022 | | 463643 | 463707 | | \$ | 30,575.81 |
| SSIS | August 26, 2022 | ACH | 37312 | 37336 | | \$ | 328,844.34 |
| SSIS | August 26, 2022 | | 463599 | 463635 | | \$ | 140,480.85 |
| IFS | August 26, 2022 | ACH | 37337 | 37376 | | \$ | 4,439.43 |
| IFS | August 26, 2022 | | 463636 | 463642 | | \$ | 15,399.58 |
| | | | | | | | |
| | | | | Total | - | \$ | 709,820.17 |

RECOMMENDATION: Goodhue County HHS Recommends Approval as Presented.

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GOODHUE COUNTY HEALTH & HUMAN SERVICES (GCHHS)



REQUEST FOR BOARD ACTION

| Requested Board Date: | September 20, 2022 | Staff Lead: | Nina Arneson |
|-----------------------|--|--------------|---------------|
| Consent Agenda: | □Yes ⊠ No | Attachments: | ⊠ Yes □ No |
| Action Requested: | Approval to replace an Office Support Specialist with a Case Aide/Navigator and to hire 2 New Provisional Eligibility Workers for 2 years. | | |

BACKGROUND:

The following requests will be brought forward for the Goodhue County Personnel Committee's review on September 20, 2022 at 8:15am:

- Replace Office Support Specialist with Case Aide/Navigator
- Hire 2 New Provisional Eligibility Workers for 2 years

Please see the attached Personnel Committee memos. The HHS Department staff will inform the HHS Board of the Personnel Committee's actions at our September 20, 2022 Health and Human Services Board meeting.

RECOMMENDATION: GCHHS Department recommends approval as requested.



Goodhue County **Health and Human Services**

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

DATE: September 15, 2022

TO: Goodhue County Personnel Committee

FROM: Nina Arneson, GCHHS Director

RE: Replace – 1 FTE Office Support Specialist with 1 FTE Case Aide/Navigator

BACKGROUND:

As you know, with any open position, GCHHS reviews our agency and customer needs to determine if our current needs are the same, or have they changed, and does an open position provide an opportunity for efficiencies, changes, and improvements.

After the resignation of an Office Support Specialist who primarily managed mail and front desk duties, we have an opportunity to address a need and build for the future by filling that position as a Case Aide who would function as a Navigator. We have observed that our Front Desk staff do not have the time to devote to individual client needs that go beyond a brief question. Sometimes people have more detailed questions about applications, or they need to see a mental health worker, or they are looking for resources in the community and don't know where else to go.

This Case Aide/Navigator could "triage" the needs of people who come to HHS looking for help. The Case Aide/Navigator will be oriented to address basic questions about all HHS services, and have additional training and skills to manage customer concerns. This will reduce the need for workers in every unit to respond to every call and walk-in client. The timing of this will be very helpful as the pandemic has contributed to a rise in applications for public assistance. Our Economic Assistance department is increasingly overwhelmed and that need will continue to increase as the Public Health Emergency waivers are lifted.

As Health and Human Services integrated, the ongoing goal was to streamline and simplify the customer's experience so that they can be served as efficiently as possible. Integrating the five front desks from various HHS units was a major effort toward streamlining, and a longer-term goal is to examine the feasibility of integrating intake in the various HHS units. Creating the Case Aide/Navigator position is a step in that direction.

This position will also add a layer of advancement opportunity to help address the high turnover for the Front Desk staff. Also note the starting salary of an Office Support Specialist is \$16.68/hour, which is barely considered a living wage (https://livingwage.mit.edu/counties/27049), and is not competitive with many other jobs in the



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community. Case Aide Merit Step 1 starts at \$22.24. The staff person who left this position was at Office Support Specialist step 5 earning \$19.89/hour

| | 2022 | | 2022 | |
|------------------------------|-------------|-------|---------------|--|
| | Single Heal | th | Family Health | |
| Office Support Specialist | step 1 | | step 1 | Current OSS |
| Rate | \$16. | 68 | \$16.68 | |
| Gross | \$34,695. | - | \$34,695.00 | |
| PERA/FICA/Medicare/Life | \$5,311. | _ | \$5,311.00 | |
| Health Coverage/H.S.A. | \$9,039 | .00 | \$19,600.00 |) |
| Total Cost | \$49,045. | .00 | \$59,606.00 |) |
| Total Benefits | \$14,350 | .00 | \$24,911.00 | |
| Wages + Benefits less Health | \$40,006 | .00 | \$40,006.00 | \$47,695.00 |
| Health Insurance | \$9,039 | .00 | \$19,600.00 | |
| Total | \$49,045 | .00 | \$59,606.00 | |
| • | | | 2022 | 2022 |
| | | Sin | gle Health | Family Health |
| Case Aide | | | step 1 | step 1 |
| Rate | | | \$22.24 | \$22.24 |
| Gross | | 5 | 346,260.00 | |
| PERA/FICA/Medicare/Life | | | \$7,063.00 | |
| Health Coverage/H.S.A. | | | \$9,039.00 | \$19,600.00 |
| Total Cost | | , | 62,362.00 | \$72,923.00 |
| Total Benefits | | \$ | 516,102.00 | \$26,663.00 |
| Wages + Benefits less Health | | Ş | 553,323.00 | |
| Health Insurance | | | \$9,039.00 | \$19,600.00 |
| Total | | Plan | 62,362.00 | \$72,923.00 Plan 2 |
| I | | Pidii | 1 | Pidii 2 |
| | 2022 | | 2022 | |
| | Office Supp | | | |
| | Specialis | t | Case Aide | |
| | | | | Cost of Change in |
| | step 1 | | step 1 | Classification |
| Rate | \$1 | 6.68 | \$22.24 | |
| Gross | \$34,69 | 5.00 | \$46,260.00 | |
| PERA/FICA/Medicare/Life | \$5,31 | 1.00 | \$7,063.00 | |
| Health Coverage/H.S.A. | | | | |
| | | | | |

The cost of change in classification is \$13,317.00. This position has been part of Economic Assistance division and is eligible for 47.05% Federal reimbursement. So net cost of change is \$7,051 for the county share. (Cost over resigning employee current wages (\$19.89) is \$4,888 or \$2,588 county share)

\$40,006.00

\$53,323.00

RECOMMENDATION: The HHS Department recommends approving the following:

Wages + Benefits less Health

\$13,317.00

- 1. Move forward immediately to post for <u>1 FTE Case Aide</u> position utilizing the MN Merit system with hiring at step 1 or step 2. This posting would be for internal and external candidates. If an internal candidate is selected then move forward immediately to back fill that position until an external candidate has been hired to finish the process
- 2. Hire after GCHHS Board's review and approval.

Goodhue County



Health and Human Services

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

DATE: September 15, 2022

TO: Goodhue County Personnel Committee

FROM: Nina Arneson, GCHHS Director

RE: Eligibility Worker 2 Provisional Workers - 2 FTE 2 years

BACKGROUND:

Goodhue County Health and Human Services is requesting to add 2 provisional Eligibility Workers within our Economic Assistance – Income Maintenance unit for 2 years. This is due to the anticipated extensive workload increases with the ending of the Federal Public Health Emergency with the increased caseloads and work required by all Counties.

An eligibility worker determines the eligibility of clients for income maintenance programs and services; establish initial and on-going eligibility for multiple income maintenance programs; communicates program requirements and assists program participants in understanding how to maintain eligibility; supports programs participants in achieving the highest degree of independence and in addressing barriers to self-sufficiency; provides education, enrollment and assistance to managed health care enrollees; makes appropriate referrals to other community resources; and performs related work as assigned.

COVID-19 Public Health Emergency:

During the COVID-19 public health emergency counties must keep Minnesota Health Care Program (MHCP) enrollees coverage open during this time to comply with state and federal emergency rules; therefore counties will act only on certain changes during the COVID-19 emergency. The state receives enhanced federal funding during the COVID-19 public health emergency for services. To receive this funding, counties cannot process other changes that would result in reduced coverage or end their coverage.

During the COVID-19 emergency MHCP enrollees are not required to complete a renewal at this time. Enrollee's eligibility and coverage will continue during the emergency.

During the COVID-19 emergency, the Minnesota Department of Human Services (DHS) has temporarily suspended renewal, income review, and related reporting and eligibility verification requirements for Medical Assistance (MA) enrollees. The intent of this action is to ensure that MA enrollees do not lose eligibility for MA during the pandemic, unless the enrollee requests an end to coverage, moves out of state, or dies. These changes took effect March 18, 2020, and remain in effect until the last day of the month in which the Federal Public Health Emergency declared by the Secretary of Health and Human Services ends.

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After the Federal Public Health Emergency Ends:

DHS will be instructing Counties to do these additional steps after the COVID-19 Public Health Emergency ends. This is expected to be a major work lift, and transition period for all County income maintenance work which will be also true here in Goodhue County.

- Restart of Health Care renewals for all active health care cases over 12 month period after PHE (Public Health Emergency) ends. The Renewal process will be a new to many enrollee's. It is expected Eligibility Workers we be responding to an increased volume of customer inquiries.
- **Verification for all health care renewals** complicated by discrepancies as enrollees may not have reported changes for the last 2 plus years. Eligibility Workers will have to do additional follow up to clarify discrepancies.
- Account Validation Service (AVS) was suspended during the PHE and Eligibility Worker will have to be run on each all Health Care renewal.
- The ability to close cases after PHE ends will result in additional client contact, reapplication and appeals. Once negative actions are being taken on cases.
- Cases have been tracked during the PHE for adverse actions which cannot be updated
 until after PHE. Our understanding is that these cases that are being tracked will need
 to be updated in conjunction with the Health Care renewals.
- Many health care enrollees have accumulated assets that exceed the program limits.
 Those cases will have to be reassessed according to direction from DHS.
- **Transfer penalties** will have to be assessed for enrollees where an uncompensated transferred occurred during the PHE.
- Eligibility Workers will have to follow two sets of policies during the 12 month transition based on whether the renewal has taken place, or not.

Caseload sizes:

The caseload sizes of our Income Maintenance Unit (IMU) has increased during the public health emergency. The chart below shows the caseload for Goodhue County before the emergency February 2020 and current July 2022. The Minnesota Eligibility Technology System (METS) is used to determine healthcare and MAXIS is the computer system used by state and county workers to determine eligibility for public assistance and health care.

| Goodhue County | February 2020 | July 2022 | % Change |
|--------------------------|---------------|-----------|----------|
| METS Healthcare Cases | 2,420 | 3,443 | +42.3% |
| METS Healthcare Persons | 4,846 | 6,989 | +44.2% |
| MAXIS Healthcare Cases | 1,536 | 1,727 | +12.4% |
| MAXIS Healthcare Persons | 1,578 | 1,783 | +13.0% |
| Food Households | 942 | 1,241 | +31.7% |
| Childcare cases | 114 | 127 | +11.4% |

| Total IMU Cases | February 2020 | July 2022 | % Change |
|-----------------|---------------|-----------|----------|
|-----------------|---------------|-----------|----------|

| METS Healthcare | 2,420 | 3,443 | |
|------------------------------|-------|-------|--------|
| MAXIS Cash; Food ;Healthcare | 2,282 | 2,532 | |
| MEC ² (daycare) | 114 | 127 | |
| Total IMU Caseload | 4,816 | 6,103 | +26.7% |

| February 2020 | 4,816 | 283.29 cases per staff * |
|-------------------------|-------|--------------------------|
| July 2022 | 6,103 | 359.00 cases per staff * |
| Adding 2 provisional EW | 6,103 | 321.21 cases per staff |

^{*} staffing current 17 EW/Lead EW

In January 2011 HHS IMU case load per worker was 244 cases, which is now significantly higher. Near the end of the provisional period HHS will review the current active IMU case load and return to the HHS Board if case load per worker has not decreased after the public health emergency has ended to review whether one or both of these positions need to be permanent.

There are many impacts to having high caseload numbers. Applicants have longer wait times for determining their eligibility for obtaining public assistance or additional services. This could result in individuals and families not being able to meet their basic needs. Some people may need to delay medical care, which result in serious health consequences, or they not be able to receive vital medication. People may need to remain in the hospital instead of moving to less restrictive option, which would increase costs to the county. The vulnerable population served by the programs could experience serious, or even life threatening consequences. The impact of high caseloads is extended to the providers of services as well. Provider may need to wait longer to get service approvals, which affects their ability to be reimbursed in a timely manner.

These positions has funding from the Minnesota Department of Human Services (DHS) through Income Maintenance Random Moments Time Study (IMRMS). That reimbursement for the last 3 guarters has averaged 47.05%. The cost for an Eligibility Worker is below.

| | 2022 | 2022 |
|-------------------------|---------------|----------------------|
| | Single Health | Family Health |
| Eligibility Worker | step 1 | step 1 |
| Rate | \$24.95 | \$24.95 |
| Gross | \$51,896.00 | \$51,896.00 |
| PERA/FICA/Medicare/Life | \$7,917.00 | \$7,917.00 |
| Health Coverage/H.S.A. | \$9,039.00 | \$19,600.00 |
| Total Cost | \$68,852.00 | \$79,413.00 |

How does HHS propose to finance these two positions without increasing our levy for 2023 and 2024?

Below is the cost for 2 Eligibility Workers for 1 year.

HHS would receive 47.05% Federal reimbursement through IMRMS and use 52.95% of HHS Fund Balance Reserves. HHS has a healthy fund balance as a result of an accumulation of revenues minus expenditures for many years. When HHS assigns its fund balance for December 31, 2022 Current Assigned Fund Balance will be reallocated to assign funds for these positons for 2 years (approximately \$168,197).

| | 2022 | 2022 |
|------------------------------------|---------------|----------------------|
| | Single Health | Family Health |
| Eligibility Worker Cost for 2 | step 1 | step 1 |
| Total Cost | \$137,704.00 | \$158,826.00 |
| IMRMS Federal Reimbursement 47.05% | -\$64,789.73 | -\$74,727.63 |
| HHS Fund Balance Reserves 52.95% | -\$72,914.27 | -\$84,098.37 |
| Increase to Current Budget Levy | \$0.00 | \$0.00 |

| As of December 31, 2021 | |
|--|------------------------|
| | HHS |
| Fund Balance - Cash on Hand 12/31/21 | \$13,499,131.00 |
| | |
| Less: Restricted Fund Balance | |
| Less: Committed Fund Balance | |
| Petty cash and change funds | -\$550.00 |
| Out-of-Home Placement Budget Deficits | -\$150,000.00 |
| Less: Assigned Fund Balance | |
| HHS: State Hospitals Budget Deficits | -\$250,000.00 |
| HHS: EDMS (Electronic Data Management System) Upgrades | -\$500,000.00 |
| HHS: Potential State/Federal Funding Cuts | -\$1,000,000.00 |
| HHS: Emergency Preparedness | -\$1,000,000.00 |
| HHS: Mental Health | -\$1,000,000.00 |
| HHS: Chemical Dependency | -\$1,000,000.00 |
| HHS: Foster Care Budget Deficits | -\$1,000,000.00 |
| Assigned For Health & Human Services Expenditures | \$7,598,581.00 |
| Per Fund Balance Policy - Goal is 30-40% | 40.35% |
| 2022 Original Budget | \$18,833,946.00 |
| 2022 Original Budget | \$10,033,340.00 |
| 30% | \$5,650,183.80 |
| 35% | \$6,591,881.10 |
| 40% | \$7,533,578.40 |
| | |
| Committed Fund Balance Total | \$150,550.00 |
| Assigned Fund Balance Programs Total | \$5,750,000.00 |
| Assigned for Health & Human Services Expenditures | \$7,598,581.00 |
| | <u>\$13,499,131.00</u> |

RECOMMENDATION:

The HHS Department recommends approving the following:

- 1. Move forward immediately to post for 2 Provisional Eligibility Workers (2 FTE) for 2 years utilizing the MN Merit system. This posting would be for internal and external candidates. If an internal candidate is selected then move forward immediately to back fill that position until an external candidate has been hired to finish the process.
- 2. Hire after GCHHS Board's review and approval.



Goodhue County **Health and Human Services**

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

DATE: September 15, 2022

TO: Goodhue County Personnel Committee

FROM: Nina Arneson, GCHHS Director

RE: Replace – 1 FTE Office Support Specialist with 1 FTE Case Aide/Navigator

BACKGROUND:

As you know, with any open position, GCHHS reviews our agency and customer needs to determine if our current needs are the same, or have they changed, and does an open position provide an opportunity for efficiencies, changes, and improvements.

After the resignation of an Office Support Specialist who primarily managed mail and front desk duties, we have an opportunity to address a need and build for the future by filling that position as a Case Aide who would function as a Navigator. We have observed that our Front Desk staff do not have the time to devote to individual client needs that go beyond a brief question. Sometimes people have more detailed questions about applications, or they need to see a mental health worker, or they are looking for resources in the community and don't know where else to go.

This Case Aide/Navigator could "triage" the needs of people who come to HHS looking for help. The Case Aide/Navigator will be oriented to address basic questions about all HHS services, and have additional training and skills to manage customer concerns. This will reduce the need for workers in every unit to respond to every call and walk-in client. The timing of this will be very helpful as the pandemic has contributed to a rise in applications for public assistance. Our Economic Assistance department is increasingly overwhelmed and that need will continue to increase as the Public Health Emergency waivers are lifted.

As Health and Human Services integrated, the ongoing goal was to streamline and simplify the customer's experience so that they can be served as efficiently as possible. Integrating the five front desks from various HHS units was a major effort toward streamlining, and a longer-term goal is to examine the feasibility of integrating intake in the various HHS units. Creating the Case Aide/Navigator position is a step in that direction.

This position will also add a layer of advancement opportunity to help address the high turnover for the Front Desk staff. Also note the starting salary of an Office Support Specialist is \$16.68/hour, which is barely considered a living wage (https://livingwage.mit.edu/counties/27049), and is not competitive with many other jobs in the



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community. Case Aide Merit Step 1 starts at \$22.24. The staff person who left this position was at Office Support Specialist step 5 earning \$19.89/hour

| | 2022 | | 2022 | |
|------------------------------|-------------|-------|---------------|--|
| | Single Heal | th | Family Health | |
| Office Support Specialist | step 1 | | step 1 | Current OSS |
| Rate | \$16. | 68 | \$16.68 | |
| Gross | \$34,695. | - | \$34,695.00 | |
| PERA/FICA/Medicare/Life | \$5,311. | _ | \$5,311.00 | |
| Health Coverage/H.S.A. | \$9,039 | .00 | \$19,600.00 |) |
| Total Cost | \$49,045. | .00 | \$59,606.00 |) |
| Total Benefits | \$14,350 | .00 | \$24,911.00 | |
| Wages + Benefits less Health | \$40,006 | .00 | \$40,006.00 | \$47,695.00 |
| Health Insurance | \$9,039 | .00 | \$19,600.00 | |
| Total | \$49,045 | .00 | \$59,606.00 | |
| • | | | 2022 | 2022 |
| | | Sin | gle Health | Family Health |
| Case Aide | | | step 1 | step 1 |
| Rate | | | \$22.24 | \$22.24 |
| Gross | | 5 | 346,260.00 | |
| PERA/FICA/Medicare/Life | | | \$7,063.00 | |
| Health Coverage/H.S.A. | | | \$9,039.00 | \$19,600.00 |
| Total Cost | | , | 62,362.00 | \$72,923.00 |
| Total Benefits | | \$ | 516,102.00 | \$26,663.00 |
| Wages + Benefits less Health | | Ş | 553,323.00 | |
| Health Insurance | | | \$9,039.00 | \$19,600.00 |
| Total | | Plan | 62,362.00 | \$72,923.00 Plan 2 |
| I | | Pidii | 1 | Pidii 2 |
| | 2022 | | 2022 | |
| | Office Supp | | | |
| | Specialis | t | Case Aide | |
| | | | | Cost of Change in |
| | step 1 | | step 1 | Classification |
| Rate | \$1 | 6.68 | \$22.24 | |
| Gross | \$34,69 | 5.00 | \$46,260.00 | |
| PERA/FICA/Medicare/Life | \$5,31 | 1.00 | \$7,063.00 | |
| Health Coverage/H.S.A. | | | | |
| | | | | |

The cost of change in classification is \$13,317.00. This position has been part of Economic Assistance division and is eligible for 47.05% Federal reimbursement. So net cost of change is \$7,051 for the county share. (Cost over resigning employee current wages (\$19.89) is \$4,888 or \$2,588 county share)

\$40,006.00

\$53,323.00

RECOMMENDATION: The HHS Department recommends approving the following:

Wages + Benefits less Health

\$13,317.00

- 1. Move forward immediately to post for <u>1 FTE Case Aide</u> position utilizing the MN Merit system with hiring at step 1 or step 2. This posting would be for internal and external candidates. If an internal candidate is selected then move forward immediately to back fill that position until an external candidate has been hired to finish the process
- 2. Hire after GCHHS Board's review and approval.

Goodhue County



Health and Human Services

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

DATE: September 15, 2022

TO: Goodhue County Personnel Committee

FROM: Nina Arneson, GCHHS Director

RE: Eligibility Worker 2 Provisional Workers - 2 FTE 2 years

BACKGROUND:

Goodhue County Health and Human Services is requesting to add 2 provisional Eligibility Workers within our Economic Assistance – Income Maintenance unit for 2 years. This is due to the anticipated extensive workload increases with the ending of the Federal Public Health Emergency with the increased caseloads and work required by all Counties.

An eligibility worker determines the eligibility of clients for income maintenance programs and services; establish initial and on-going eligibility for multiple income maintenance programs; communicates program requirements and assists program participants in understanding how to maintain eligibility; supports programs participants in achieving the highest degree of independence and in addressing barriers to self-sufficiency; provides education, enrollment and assistance to managed health care enrollees; makes appropriate referrals to other community resources; and performs related work as assigned.

COVID-19 Public Health Emergency:

During the COVID-19 public health emergency counties must keep Minnesota Health Care Program (MHCP) enrollees coverage open during this time to comply with state and federal emergency rules; therefore counties will act only on certain changes during the COVID-19 emergency. The state receives enhanced federal funding during the COVID-19 public health emergency for services. To receive this funding, counties cannot process other changes that would result in reduced coverage or end their coverage.

During the COVID-19 emergency MHCP enrollees are not required to complete a renewal at this time. Enrollee's eligibility and coverage will continue during the emergency.

During the COVID-19 emergency, the Minnesota Department of Human Services (DHS) has temporarily suspended renewal, income review, and related reporting and eligibility verification requirements for Medical Assistance (MA) enrollees. The intent of this action is to ensure that MA enrollees do not lose eligibility for MA during the pandemic, unless the enrollee requests an end to coverage, moves out of state, or dies. These changes took effect March 18, 2020, and remain in effect until the last day of the month in which the Federal Public Health Emergency declared by the Secretary of Health and Human Services ends.

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After the Federal Public Health Emergency Ends:

DHS will be instructing Counties to do these additional steps after the COVID-19 Public Health Emergency ends. This is expected to be a major work lift, and transition period for all County income maintenance work which will be also true here in Goodhue County.

- Restart of Health Care renewals for all active health care cases over 12 month period after PHE (Public Health Emergency) ends. The Renewal process will be a new to many enrollee's. It is expected Eligibility Workers we be responding to an increased volume of customer inquiries.
- **Verification for all health care renewals** complicated by discrepancies as enrollees may not have reported changes for the last 2 plus years. Eligibility Workers will have to do additional follow up to clarify discrepancies.
- Account Validation Service (AVS) was suspended during the PHE and Eligibility Worker will have to be run on each all Health Care renewal.
- The ability to close cases after PHE ends will result in additional client contact, reapplication and appeals. Once negative actions are being taken on cases.
- Cases have been tracked during the PHE for adverse actions which cannot be updated
 until after PHE. Our understanding is that these cases that are being tracked will need
 to be updated in conjunction with the Health Care renewals.
- Many health care enrollees have accumulated assets that exceed the program limits.
 Those cases will have to be reassessed according to direction from DHS.
- **Transfer penalties** will have to be assessed for enrollees where an uncompensated transferred occurred during the PHE.
- Eligibility Workers will have to follow two sets of policies during the 12 month transition based on whether the renewal has taken place, or not.

Caseload sizes:

The caseload sizes of our Income Maintenance Unit (IMU) has increased during the public health emergency. The chart below shows the caseload for Goodhue County before the emergency February 2020 and current July 2022. The Minnesota Eligibility Technology System (METS) is used to determine healthcare and MAXIS is the computer system used by state and county workers to determine eligibility for public assistance and health care.

| Goodhue County | February 2020 | July 2022 | % Change |
|--------------------------|---------------|-----------|----------|
| METS Healthcare Cases | 2,420 | 3,443 | +42.3% |
| METS Healthcare Persons | 4,846 | 6,989 | +44.2% |
| MAXIS Healthcare Cases | 1,536 | 1,727 | +12.4% |
| MAXIS Healthcare Persons | 1,578 | 1,783 | +13.0% |
| Food Households | 942 | 1,241 | +31.7% |
| Childcare cases | 114 | 127 | +11.4% |

| Total IMU Cases | February 2020 | July 2022 | % Change |
|-----------------|---------------|-----------|----------|
|-----------------|---------------|-----------|----------|

| METS Healthcare | 2,420 | 3,443 | |
|------------------------------|-------|-------|--------|
| MAXIS Cash; Food ;Healthcare | 2,282 | 2,532 | |
| MEC ² (daycare) | 114 | 127 | |
| Total IMU Caseload | 4,816 | 6,103 | +26.7% |

| February 2020 | 4,816 | 283.29 cases per staff * |
|-------------------------|-------|--------------------------|
| July 2022 | 6,103 | 359.00 cases per staff * |
| Adding 2 provisional EW | 6,103 | 321.21 cases per staff |

^{*} staffing current 17 EW/Lead EW

In January 2011 HHS IMU case load per worker was 244 cases, which is now significantly higher. Near the end of the provisional period HHS will review the current active IMU case load and return to the HHS Board if case load per worker has not decreased after the public health emergency has ended to review whether one or both of these positions need to be permanent.

There are many impacts to having high caseload numbers. Applicants have longer wait times for determining their eligibility for obtaining public assistance or additional services. This could result in individuals and families not being able to meet their basic needs. Some people may need to delay medical care, which result in serious health consequences, or they not be able to receive vital medication. People may need to remain in the hospital instead of moving to less restrictive option, which would increase costs to the county. The vulnerable population served by the programs could experience serious, or even life threatening consequences. The impact of high caseloads is extended to the providers of services as well. Provider may need to wait longer to get service approvals, which affects their ability to be reimbursed in a timely manner.

These positions has funding from the Minnesota Department of Human Services (DHS) through Income Maintenance Random Moments Time Study (IMRMS). That reimbursement for the last 3 guarters has averaged 47.05%. The cost for an Eligibility Worker is below.

| | 2022 | 2022 |
|-------------------------|---------------|----------------------|
| | Single Health | Family Health |
| Eligibility Worker | step 1 | step 1 |
| Rate | \$24.95 | \$24.95 |
| Gross | \$51,896.00 | \$51,896.00 |
| PERA/FICA/Medicare/Life | \$7,917.00 | \$7,917.00 |
| Health Coverage/H.S.A. | \$9,039.00 | \$19,600.00 |
| Total Cost | \$68,852.00 | \$79,413.00 |

How does HHS propose to finance these two positions without increasing our levy for 2023 and 2024?

Below is the cost for 2 Eligibility Workers for 1 year.

HHS would receive 47.05% Federal reimbursement through IMRMS and use 52.95% of HHS Fund Balance Reserves. HHS has a healthy fund balance as a result of an accumulation of revenues minus expenditures for many years. When HHS assigns its fund balance for December 31, 2022 Current Assigned Fund Balance will be reallocated to assign funds for these positons for 2 years (approximately \$168,197).

| | 2022 | 2022 |
|------------------------------------|---------------|----------------------|
| | Single Health | Family Health |
| Eligibility Worker Cost for 2 | step 1 | step 1 |
| Total Cost | \$137,704.00 | \$158,826.00 |
| IMRMS Federal Reimbursement 47.05% | -\$64,789.73 | -\$74,727.63 |
| HHS Fund Balance Reserves 52.95% | -\$72,914.27 | -\$84,098.37 |
| Increase to Current Budget Levy | \$0.00 | \$0.00 |

| As of December 31, 2021 | |
|--|------------------------|
| • | HHS |
| Fund Balance - Cash on Hand 12/31/21 | \$13,499,131.00 |
| | |
| Less: Restricted Fund Balance | |
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| Petty cash and change funds | -\$550.00 |
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| HHS: Chemical Dependency | -\$1,000,000.00 |
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| Assigned For Health & Human Services Expenditures | \$7,598,581.00 |
| Per Fund Balance Policy - Goal is 30-40% | 40.35% |
| 2022 Original Budget | \$18,833,946.00 |
| | , ,,- |
| 30% | \$5,650,183.80 |
| 35% | \$6,591,881.10 |
| 40% | \$7,533,578.40 |
| | A |
| Committed Fund Balance Total | \$150,550.00 |
| Assigned Fund Balance Programs Total | \$5,750,000.00 |
| Assigned for Health & Human Services Expenditures | \$7,598,581.00 |
| | <u>\$13,499,131.00</u> |

RECOMMENDATION:

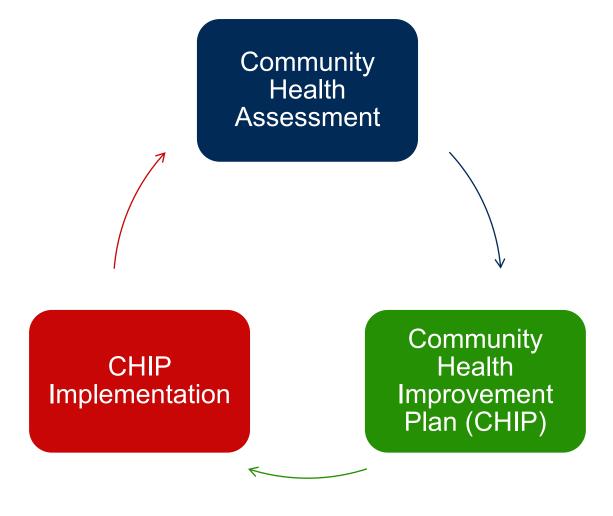
The HHS Department recommends approving the following:

- 1. Move forward immediately to post for 2 Provisional Eligibility Workers (2 FTE) for 2 years utilizing the MN Merit system. This posting would be for internal and external candidates. If an internal candidate is selected then move forward immediately to back fill that position until an external candidate has been hired to finish the process.
- 2. Hire after GCHHS Board's review and approval.



Community Partner Assessment

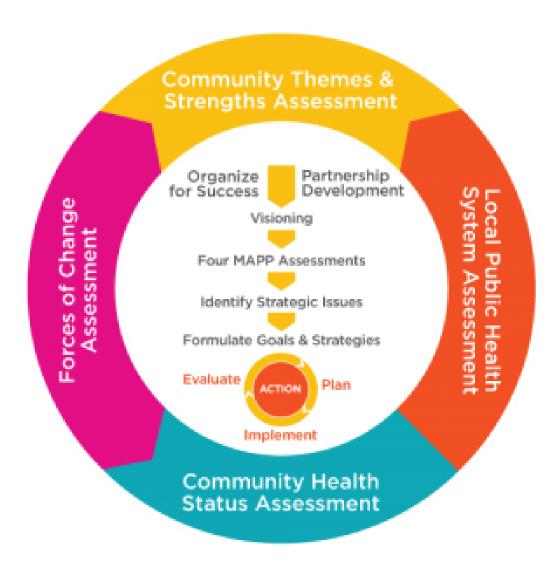




WHAT IS MAPP?

Mobilizing for Action through Planning and Partnerships (MAPP) is a **community-driven strategic planning process** for improving community health.





MAPP 2.0

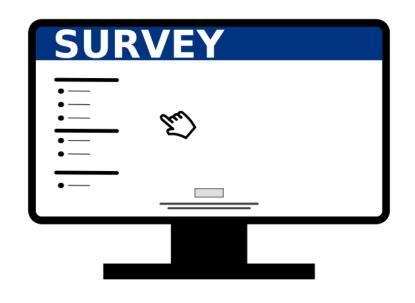


WHAT IS THE COMMUNITY PARTNER ASSESSMENT?



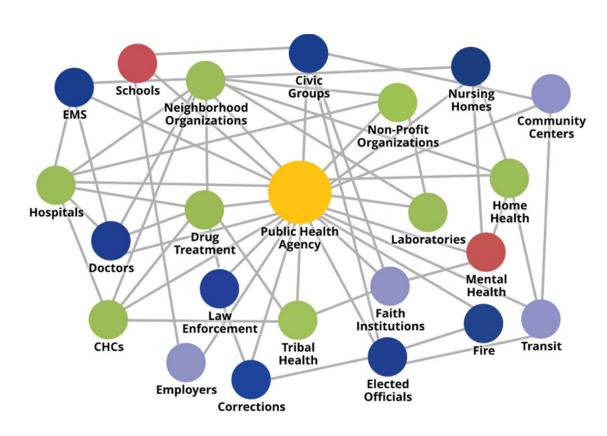
Assess partners to highlight opportunities to address health determinants and inequities.

COMMUNITY PARTNER ASSESSMENT METHODS





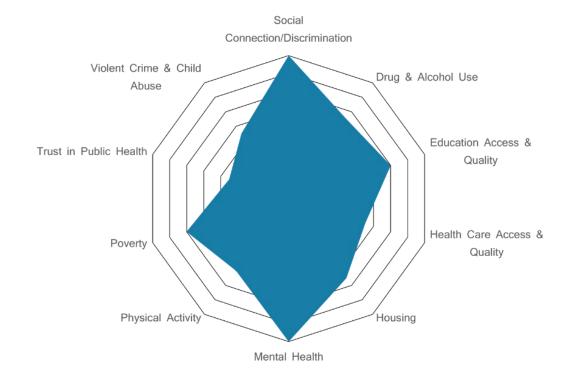
COMMUNITY PARTNER ASSESSMENT SUCCESSES



Many agencies see themselves as part of the local public health system.

COMMUNITY PARTNER ASSESSMENT SUCCESSES

We know who to partner with as we move into the community health improvement process.



COMMUNITY PARTNER ASSESSMENT SUCCESSES



We were able to advocate for the needs of smaller, rural health departments at a national level.

QUESTIONS?



COMMUNITY PARTNER ASSESSMENT 2022 REPORT



Overview of MAPP

Mobilizing for Action through Planning and Partnerships (MAPP) is a community-driven strategic planning process for improving community health. Facilitated by public health leaders, this framework helps communities apply strategic thinking to prioritize public health issues and identify resources to address them. MAPP is not an agency-focused assessment process; rather, it is an interactive process that can improve the efficiency, effectiveness, and ultimately the performance of local public health systems.

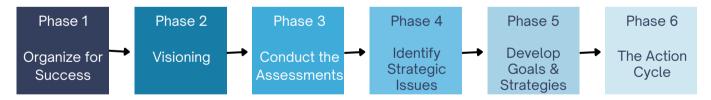
In 2019, the National Association of County and City Health Officials (NACCHO) began a redesign the MAPP process. This redesign was focused on the following principles:

- Equity
- Inclusion
- Trusted Relationships
- · Community Power
- · Strategic Collaboration and Alignment
- · Data and Community Informed Action
- Full Spectrum Actions
- Flexible
- Continuous

In 2022, Goodhue County Health and Human Services (GCHHS) was selected to participate in a national pilot of the MAPP redesign, called MAPP 2.0. GCHHS was one of two health departments in the country to pilot the new Community Partner Assessment as part of Phase 2 in MAPP 2.0.

More information about MAPP and the redesign process can be found in NACCHO's <u>MAPP Evolution Blueprint Executive Summary.</u>

Original MAPP Framework



MAPP 2.0 Framework



Community Partner Assessment: Goals & Intentions

The CPA is an assessment process that allows all of the community partners involved in MAPP to critically look at 1) their own individual systems, processes and capacities and 2) their collective capacity as a network/across all community partners to address health inequities. This tool helps identify the range of actions that are currently being taken and could be taken moving forward to address health inequity at the individual to systemic and structural levels.

CPA Goals

The goals of the Community Partner Assessment are to:

- Describe why community partnerships are critical to community health improvement (CHI) and how
 to build or strengthen relationships with community partners and organizations
- Name the specific roles of each community partner to support the local public health system and engage communities experiencing inequities produced by systems
- Assess each MAPP partner's capacities, skills, and strengths to improve community health, health equity, and advance MAPP goals
- Document the landscape of MAPP community partners, including grassroots and community power building organizations, to summarize collective strengths and opportunities for improvement
- Identify who else to involve in MAPP moving forward, along with ways to improve community partnerships, engagement, and community power-building

Methods

The CPA consisted of an online survey and four community partner meetings in May-July 2022. More than forty organization participated in the CPA in some way. Some participated in the survey, some attended meetings, and others participated in both.

Survey

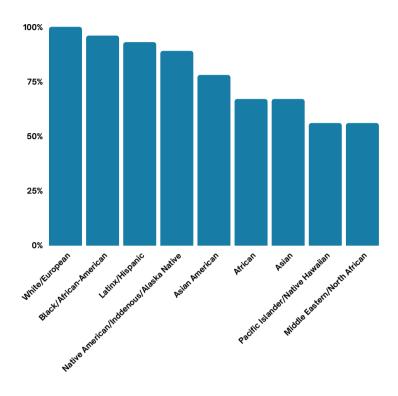
Twenty-seven partner organizations participated in the CPA Survey in June 2022. The CPA survey consisted of fifty-nine questions on the following topics: about the organization, interest in participating in the community health improvement process, demographics of people served, topic area focuses, organizational commitment to equity, who the organization is accountable to, capacities as they relate to the 10 Essential Public Health Services, general capacities and strategies, data access and systems, community engagement practices, policy, advocacy, and communication.

Partner Discussion Meetings

Thirty-two partner organizations participated in one to four virtual meetings to build connections, and learn about what is needed in Goodhue County to address health inequities and improve community health. Meeting topics included: the local public health system, understanding upstream and downstream approaches, community engagement, partnerships, organizational reflections on equity practices, and reflections on lessons learned.

About Our Community Partner Organizations

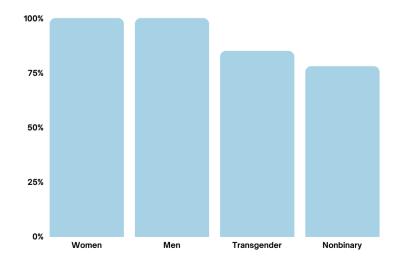
Percent of organizations who work with racial/ethnic groups



Over half of partner organizations stated that they work with all racial and ethnic populations, however, several noted that the number of non-White clients served are relatively small.

Percent of organizations who work with gender/sex identities

The majority of partner organizations stated that they are open to all, but recognized that Goodhue County is a rural community and gender identities are not always spoken of openly.



Other population groups served by partner organizations

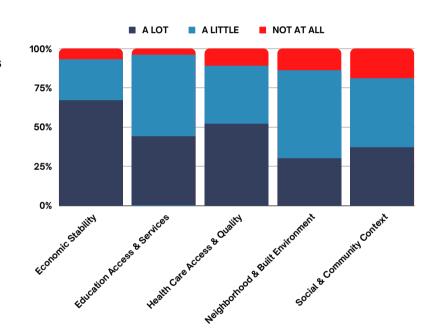


Populations who are low-income, experience housing instability and are disabled are among those served by many of the partner organizations.

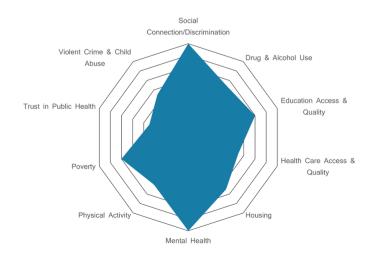
Organizational Focus on Social Determinants of Health

Healthy People 2030 defines social determinants of health as "the conditions in the environments where people are born, live, work, play, worship, and age that affect a wide range of health, functioning and quality-of-life outcomes and risks."

Over half of partner organizations work "a lot" on Economic Stability and Health Care Access & Quality. Nineteen percent do not work on social & community context at all.



Organizational Focus on Health Issues



Of the top ten health issues in Goodhue County we have many partners working on mental health and social connection, while very few are working on trust in public health, health care access, and physical activity.

Partner Commitment to Health Equity



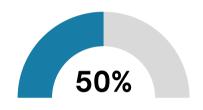
Partners that have at least one individual dedicated to addressing equity in their organization



Partners that have a team dedicated to addressing equity in their organization



Partners that have advancing equity included in all or most staff job requirements



Partners that have an advisory board of community members, stakeholders, youth or others who are impacted by the organization

Partner Demographic Reflection

Four out of every ten partner organizations have leadership, management, and staff that reflect the demographics of the community they serve



Partner Capacity



37% Part

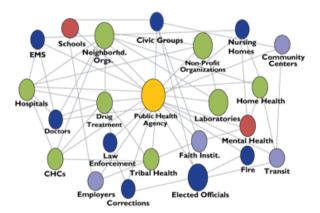
Partners that have sufficient capacity to support their work

The 10 Essential Public Health Services

The 10 Essential Public Health Services describe the public health activities that all communities should undertake. They are:

- Assess and monitor population health status, factors that influence health, and community needs and assets
- Investigate, diagnose, and address health problems and hazards affecting the population
- Communicate effectively to inform and educate people about health, factors that influence it, and how to improve it
- Strengthen, support, and mobilize communities and partnerships to improve health
- Create, champion, and implement policies, plans, and laws that impact health
- Utilize legal and regulatory actions designed to improve and protect the public's health
- Assure an effective system that enables equitable access to the individual services and care needed to be healthy
- Build and support a diverse and skilled public health workforce
- Improve and innovate public health functions through ongoing evaluation, research, and continuous quality improvement
- Build and maintain a strong organizational infrastructure for public health

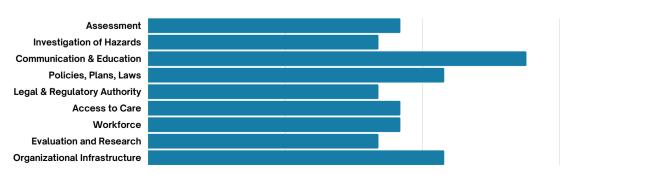




As the local public health system consists of a broad group of community members, this depicts an idea of what entities contribute to the local public health system.

The public health system in Goodhue County is a network of entities with different roles, relationships, and interactions that all contribute to the delivery of the 10 Essential Public Health Services, and to the community's health and well-being.

Partner Organizations that Regularly Work on the 10 Essential Public Health Services



0% 25% 50% 75% 100%

Upstream vs. Downstream Work

In public health, there is the concept of "upstream" and "downstream" health interventions. The analogy of the river is used to describe how polices, and social and institutional inequities have a profound impact on health outcomes. Upstream work focuses on improving the structures that influence health, whereas downstream work addresses individual health outcomes and symptoms.



In Goodhue County, partner organizations are heavily focused on downstream and midstream work. Many partners expressed a desire to work further upstream, but felt funding, capacity, skill-set and governmental barriers prevented them from doing so.



Partner organizations participated in an activity where they put the main activities their organizations participate in on the river. This helped create a visual representation of the health work being done throughout Goodhue County.

Partner Reflections on Upstream Work

"We need to carve out time to think upstream & systemically."

"We need to find ways to coalition build for systems advocacy in our community. We can't engage in systems advocacy on our own; it requires all of us."

"The more you know about how to work upstream, the more you can do."

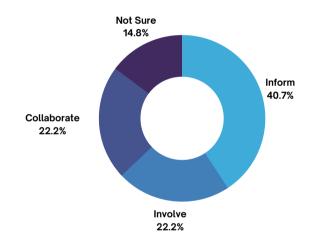
Community Engagement

The Spectrum of Community Engagement charts a pathway to strengthen our communities through participation, particularly by populations that are commonly excluded from voice and power. The more voices at the table, the more capacity we have to understand and address community health issues.



Type of Community Engagement Practices Most Often Used by Partners

Informing is the most common community engagement practice used by partners. No partner organizations said most often "consult" or "defer to."



Partnerships

All partner organizations bring relationships with other organizations that may be helpful for advancing community health goals. Some of these relationships are very trusting ones, while others may be emerging or functioning through coordination only.

66

organizations were identified by partners that they have a collaborating or partnering relationship with.

Collaborating relationships are defined as sharing innovative ideas and starting to put joint plans in writing. Partnering relationships have a shared vision, share space/staff, shared authority and decision-making, written plans and agreements.

Health Equity Principles



The Praxis Project created a set of principles to help guide work that supports health equity for everyone. They are: act with care, inclusivity, authentic community collaboration, sustainable solutions, and commitment to transformation. Each health equity principle has a set of indicators to access and reflect on the ways in which they embody health equity in practice, and identify opportunities for growth and improvement.

Partner assessment on health equity principles



Partner organizations exhibit this principle **70%** of of the time.

ACT WITH CARE

- Intentionally establishes timelines that enable relationship building and trust with community partners
- Conduct risk assessments to prevent and potential unintended harm for every project
- Policies are programs are evaluated by their impact, not their intentions
- Actions explicitly address bias and stigmatized statuses

INCLUSIVITY

- Members of impacted communities are leading the decision-making process of issues that directly affect their community
- Members of impacted communities are meaningfully represented in all levels through policies
- Differential impact that policies have are intentionally identified and named
- · Community partners' identities are recognized and respected.



Partner organizations exhibit this principle **62%** of of the time.



Partner organizations exhibit this principle **70%** of of the time.

AUTHENIC COMMUNITY COLLABORATION

- Clear, shared understanding of who the prioritized community is that is served
- · Policy solutions are adjusted and tailored to accommodate the priorities of those served
- Decision-making processes value lived experience as much or greater than professional experience
- Processes for transparency and communication with community partners
- Intentionally assess and remove barriers to participation in activities
- Provide financial and logistical compensation for all community member participation

SUSTAINABLE SOLUTIONS

- · Majority of funding is dedicated to asset-based programming
- Redistributed the majority of resources, power and opportunities directly back to the community
- · Solutions address the root causes of issues facing the community
- Majority of funding specifically develops and supports community infrastructure vs. service delivery



Partner organizations exhibit this principle **63%** of of the time.



Partner organizations exhibit this principle **66%** of of the time.

COMMITMENT TO TRANSFORMATION

- Intentionally establishes timelines that include space for self-reflection and peer-to-peer feedback
- Established accessible channels for feedback from community members and partners
- Feedback is discussed and appropriate changes are made in response
- Regularly assess organizational operations and processes for power dynamics, and health equity
- Established accountability system to ensure work is aligned with community values

Lessons Learned

Community Strengths

Goodhue County is filled with a variety of people and organizations that are supporting community health and well-being. There is a strong desire among partners to collaborate and learn from each other to continue to improve. Many organizations are engaged in health equity work and others express a desire to begin this work. Goodhue County has partners working on all of the 10 Essential Public Health Services and the top ten health issues identified through the Community Health Assessment.

Organizational Capacities

Many of the organizations struggle with capacity and it prevents them from doing the the upstream work that they would like to do. However, partners recognize that collaboration and networking can help expand capacity to continue to address health inequities within the community.

Systems of Power

Partners recognize that there is still a long way to go to address systems of power in the community. Power imbalances in the community and within organizations exist and they is a need for representation at all levels. Organizations need to continue to work on their internal culture, in order to make changes throughout the community. Addressing power, privilege, and oppression are important to community health and partners need to continue to move forward to breakdown barriers and improve equity.

Health Behaviors & Health Outcomes

While many partners do not consider themselves a health organization, their work still has a strong influence on it. Health is not just an individual endeavor, and the systems, environment and resources are have a critical impact on health outcomes. Every partner has a role in connecting those they serve with the resources that impact health behaviors and outcomes. Creating a sense of belonging is vital to individual and community health.

Additional Lessons

- Goodhue County has a wide variety of organizations and resources to collaborate with
- Partners don't realize the positive role they have in supporting community health
- Funding needs to be community centric
- No organization works in a bubble
- A unified approach to addressing health issues will be important to ensure we leverage resources in a meaningful way

Next Steps

As Goodhue County moves into Phase 3 of the MAPP 2.0 process, continuously improve the community, the information gathered in the Community Partner Assessment will help identify organizations to connect with to address the top health issues, gather further data, and advance health equity. Additionally the CPA advances community connections and collaboration to further improve the community's health.

Acknowledgements

Participating Partners

Cannon Falls Library

Cannon Falls School District

C.A.R.E. Clinic

Channel One Regional Food Bank

City of Red Wing City of Zumbrota

Fernbrook Family Services
Goodhue County Court Services

Goodhue County Health & Human Services

Goodhue County Sheriff's Office Hiawatha Valley Mental Health Center

Hispanic Outreach
Hope & Harbor
HOPE Coalition
Kenyon Public Library
Lake City Public Schools
Mayo Clinic Health System
NAMI Southeast MN

NAMI Southeast MN Olmsted Medical Center Pine Island Schools

Prairie Island Indian Community

Red Wing Chamber of Commerce Red Wing Community Education

Red Wing Farmers Market

Red Wing HRA Red Wing Library

Red Wing Police Department Red Wing School District

Red Wing YMCA

Red Wing Youth Outreach SEMCAC Senior Dining

SEMCIL SEMMCHRA

South Country Health Alliance St. Luke's Church of Goodhue Three Rivers Community Action

United Way of Goodhue, Wabasha, and Pierce Counties

University of Minnesota Extension

Workforce Development

Zumbrota Library

Zumbrota-Mazeppa School District

Community Health Assessment Core Group

Maggie Cichosz, Goodhue County Health and Human Services Ruth Greenslade, Goodhue County Health and Human Services

Michelle Leise, City of Red Wing

Maureen Nelson, United Way of Goodhue, Wabasha, and Pierce Counties

Stephanie Olson, Mayo Clinic Health System

Community Partner Assessment Facilitors

Lead Facilitator: Maggie Cichosz

Assistant Facilitators: Ruth Greenslade, Whitney Isaacson, Gina Johnson, Michelle Leise,

Maureen Nelson, Laura Smith



Mural Honoring Dakota People

Project Overview October 2022



A pair

Dakota history

The mural celebrates



WHAT

A painted mural at a site in Red Wing that celebrates the Dakota people, their history, and their contributions to our community.

A process of community engagement, conversation, and education will be used to create the mural design.

When the mural is complete, a community celebration will be held.



The mural will be highly visible for visitors

WHERE

The city owned building located at West 3rd & Bluff Streets for this project.

Right off the Eisenhower Bridge of Valor, entering the heart of our community, and with He Mni Can - Barn Bluff in close proximity, this location is a wonderful place to celebrate and honor the Dakota people.



The mural can be healing for community members who have experienced historical trauma

WHY

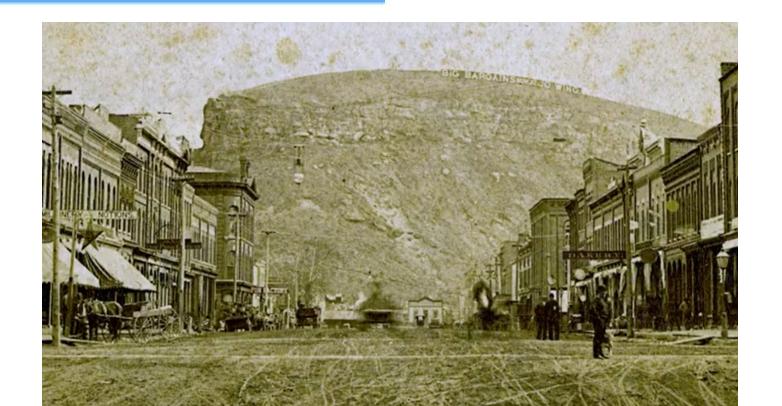
There is an ongoing need for the acknowledgment of the Dakota people as vital members of the Red Wing community. Art can be a powerful medium through which to lift up, honor, and celebrate culture.

Acknowledging the Dakota identity and celebrating the cultural heritage of the Dakota Community through art can be healing for a population that has been misrepresented and has experienced historical trauma.

Objectives:

- Help bridge the communities of Prairie Island and Red Wing.
- Provide a space and a process for healing and to improve mental health.
- Educate the community about our shared history.

The mural project will bridge our communities





MURAL PROJECT VIDEO

https://youtu.be/gby4pT3_DI0

The mural project is a true partnership













Please watch for opportunities to share your thoughts

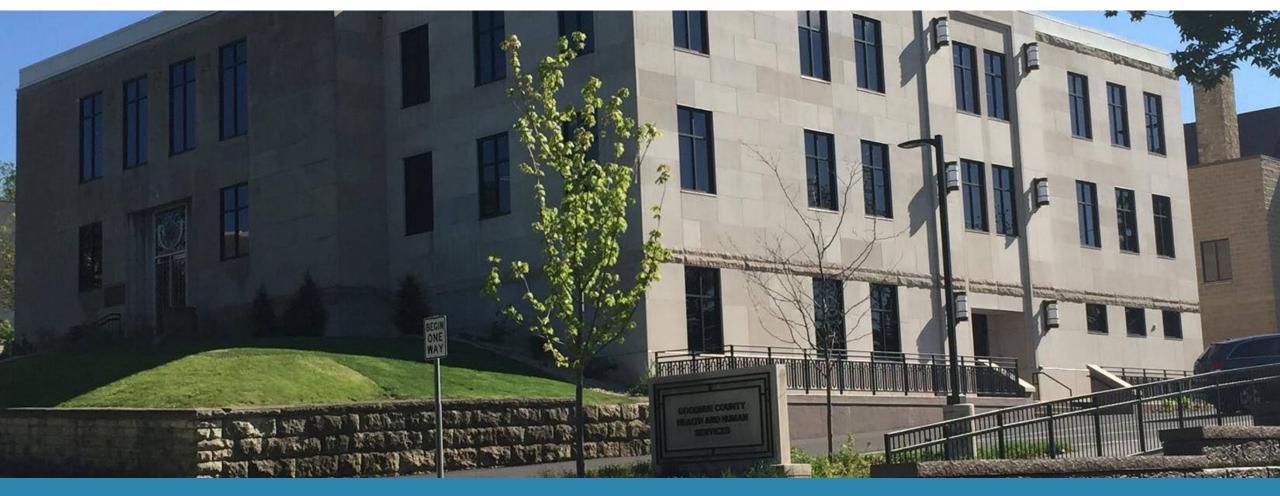
TIMELINE

Community Engagement Sessions: Fall 2022/ Winter, Spring, Summer 2023

Mural Project/ Community Celebration Indigenous People's Day October 2023

Questions?

Pidamayayeye is Dakota for Thank You!



Goodhue County Health & Human Services

Employee Engagement Survey

2022 Results

Who Responded

- 95 out of 107 HHS employees responded (directors did not participate)
- Employees from all nine units responded



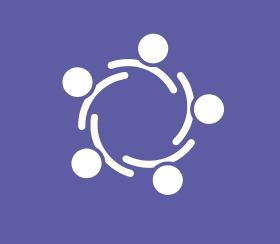


Job Satisfaction

Job Satisfaction



92% of HHS staff surveyed feel that their work is meaningful. 92% of HHS staff
surveyed feel they
have a strong
collaboration with their
coworkers.





Approximately 4 out of 5 employees surveyed are satisfied with their level of flexibility

80% of those survey feel that morale is positive, feel a sense of belonging, and that the agency demonstrates agency values.



"HHS is such a wonderful place to work. This is my first position where I truly feel valued as a person and as an employee." "Team works very well together and provides over the top support. Supervisor is very approachable and easy to talk to with concerns, questions, or just provide support."

Area For Improvement: Opportunities for Growth



About 34% of HHS employees surveyed are somewhat dissatisfied, dissatisfied or very dissatisfied with growth opportunities.

"It's hard to have a long-term plan to stay here when the only movement is my boss to leave for me to take their place. Otherwise, there aren't other ways for me to move up. For now, that is okay, but what will the plan be after I cap my pay, my boss isn't leaving, and there aren't other avenues for movement?"

Next Steps:

- Workforce development examine internal ways to shadow or train with other units
- Advocate at county level to expand opportunities for training and growth
- Other ideas?



Wellness & Stress

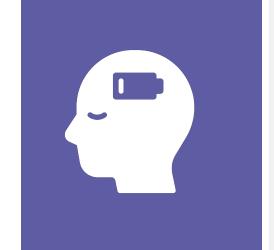
Wellness and Stress



84% of HHS staff surveyed feel supported to manage work stress.



89% of those surveyed feel physically and emotionally safe at work.



45% of HHS staff surveyed have experienced **job burnout**.



44% have experienced secondary traumatic stress at work

Wellness and Stress



48% engage in workplace wellness activities

59% of staff surveyed engage in **self-care activities** outside of work



"Burnout/stress is just part of the job. It is tough to keep up with changes and workload— we always seem to be behind, but I strongly agree that our supervisor and my team are so very supportive, and I have learned not to take my job home with me. Keeping business and personal life separate helps so much."

"I feel as though my supervisor and other leadership staff are very aware of our stress levels and they are very supportive. I've never worked somewhere, where they encourage you to take your time off and enjoy work/life balance."



"I think looking at workloads and policies would be a more effective approach to address stress and burnout" "Address work-life balance by offering more part-time job opportunities to prevent stress"



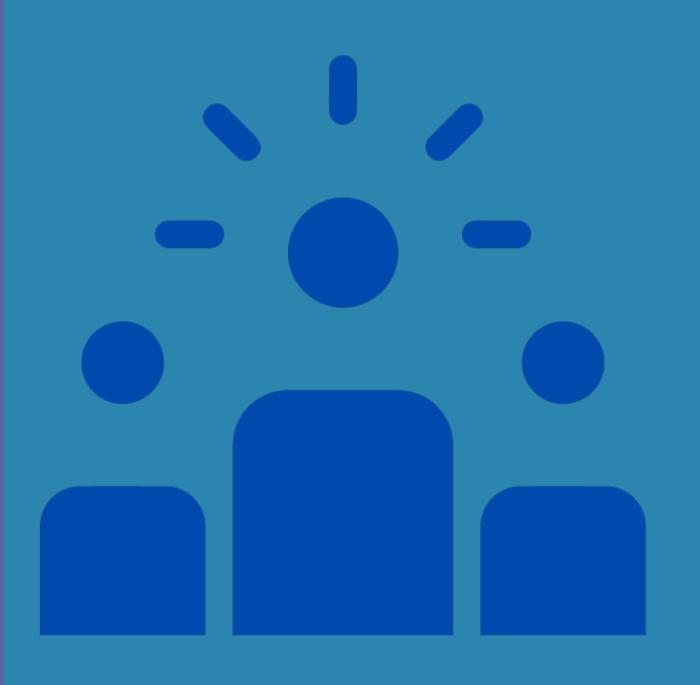
Area For Improvement: Increased Pay/Examining Workloads



I think we need to look at stress and burnout differently. I am not stressed due to my work I am stressed because inflation is at 9.1% and our wages and reimbursement rates don't reflect that.

Next steps:

- Advocate for improvements in HHS pay at all levels
- Review current practices with Minnesota Merit System and county pay study for options to improve pay
- Other ideas?



Leadership

Leadership







83% of those surveyed feel recognized and appreciated.



85% trust the leadership of their supervisor and 83% trust the leadership of the directors



80% of HHS staff surveyed feel free to suggest ideas and 87% receive encouragement and feedback

Leadership

"I have never felt so supported anywhere else I have worked. Very understanding, reasonable, and willing to work with me and my coworkers."

"At this time, I truly feel that leadership has been amazingly supportive."



"There seems to be a lack of transparency in some of the decisions that are made at HHS. We don't necessarily need to be a port of the decision process, but staff shouldn't be shocked to know important changes as they are happening or have already happened."

"I think HHS wants to have a collaborative and participatory leadership environment, but we are not there yet. It is still very much a top-down structure, where sometimes expressing our thoughts about how to improve or change things are not taken seriously or are well-received."

Area For Improvement: Decision Making



"I think there could be more transparency when changes are happening."

Next steps:

- Leadership continue to offer opportunities for shared decision making
- Join HHS workgroups
- Each unit review decision making practices
- Use suggestion boxes
- Other ideas?



Telecommuting

Telecommuting





72% of employees surveyed are satisfied with their own work schedules.

78% of employees surveyed are satisfied with their co-workers work schedules

76% are satisfied with the county telecommuting policy

Telecommuting has worked out very well in my unit. We are all utilizing e-mail, UC Client, and phones to connect with each other. We have daily contact, even with many of us telecommuting.

I believe that my co-workers are not working to their potential at home vs the office. There is a disconnect and it affects the way we communicate. Co-workers are not good about updating their calendars or marking when out.

Areas For Improvement: Telecommuting and Connection



About 49% of HHS employees surveyed somewhat agree, agree, or very much agree that telecommuting has made the agency feel less connected.

Next Steps:

Units should continually re-evaluate their telecommuting needs and revise the unit expectations accordingly. Many of these decisions have been made jointly at the unit level (while following the county policy)

- Give special consideration to how telecommuting impacts those who work in the office full time
- Be diligent with calendars and accountability
- Advocate for more flexibility in county policy
- Continue to offer opportunities to connect in person and virtually, recognizing that taking the time to build relationships is a <u>vital</u> part of our work
- Recognize and respect the varying perspectives on the issue of telecommuting—we have a variety of opinions and they are all valid

Areas For Improvement: More Flexible Schedules



Several commented that they would like to work 32 hours/week, job share, or work non-traditional hours.

Next Steps:

- Units review workloads and leadership examine the realities for part time work and job sharing
- Supervisors review practices for using time off
- Leadership advocate for more generous time off
- Some opportunities for flexible work already exist and could be expanded:
 - Four 9-hour days and one 4 hour day
 - Four 10 hour days
 - Broader flexibility in work hours (i.e. later evenings, weekends) when job duties allow



Suggestion box

Feedback always welcome!

Share your feedback today in the suggestion box, or anytime after today when the box is moved to the mail room.



Full results have been sent via email

GOODHUE COUNTY HEALTH & HUMAN SERVICES (GCHHS)



Monthly Update Child Protection Assessments/Investigations

| Month | 2020 | 2021 | 2022 |
|-----------|------|------|------|
| January | 16 | 20 | 16 |
| February | 30 | 17 | 16 |
| March | 19 | 15 | 20 |
| April | 15 | 24 | 19 |
| May | 21 | 26 | 20 |
| June | 10 | 22 | 18 |
| July | 12 | 19 | 16 |
| August | 17 | 17 | 13 |
| September | 18 | 17 | |
| October | 25 | 12 | |
| November | 21 | 33 | |
| December | 14 | 23 | |
| Total | 218 | 245 | 138 |





Goodhue County **Health and Human Services**

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

TO: Goodhue County Health and Human Services Board

FROM: Nina Arneson, GCHHS Director

DATE: September 20, 2022

RE: 2022 September Staffing Report

| Effective Date | Status | Name | Position | Notes |
|----------------|-----------|------------------|----------------------------|-------------------------------|
| 8/1/2022 | Promotion | Frazier, Kari | Lead Eligibility Worker | New Position |
| 9/6/2022 | New Hire | Fox, Jill | Social Worker | Replacing Bridget Puchella |
| 9/6/2022 | Promotion | Littfin, Natalie | Child Support Lead | Replacing Leah Grave |
| | | | | |





USDA CELEBRATES

GOODHUE COUNTY HEALTH AND HUMAN SERVICES GOLD AWARD WINNER!

FOR AN EXEMPLARY
BREAST FEEDING
PROGRAM





USDA recognizes exemplary
Breastfeeding Peer
Counseling Programs



Protecting, Maintaining and Improving the Health of All Minnesotans

September 13, 2022

Nina Arneson CHS Administrator Goodhue County Health and Human Services 426 West Avenue Red Wing, MN 55066

Dear Nina Arneson,

The purpose of this letter is to notify Goodhue County Health and Human Services of your funding award for the Minnesota WIC Peer Breastfeeding Support Program (PBSP). Your agency is awarded funding in the amount of \$25,032 for the federal fiscal year 2023 (October 1, 2022 - September 30, 2023). You are hereby authorized to operate your Peer Breastfeeding Support Program in accordance with the current PBSP grant which ends December 31, 2026.

This letter is considered a part of the current "Grant Project Agreement for the Administration of the Special Supplemental Nutrition Program for Women, Infants, and Children" and part of the WIC Grant Project Agreement for administrating the Peer Breastfeeding Support Program (WIC PBSP). Funding received under both programs is to be reported under Assistance Listing Number (ALN) 10.557, previously CFDA (Catalog of Federal Domestic Assistance). Please keep in mind that future funding is contingent upon Federal appropriations and successful completion of project duties, including the submission of an acceptable work plan.

Thank you for your work to provide additional breastfeeding support for Goodhue County WIC participants. We look forward to working with you and the other grantees on our mutual goal of supporting breastfeeding in Minnesota.

If you have questions, please contact Tina Breitenbach at 651-201-4402, tina.breitenbach@state.mn.us or Carrie Klun at 651-201-3649, carrie.klun@state.mn.us.

Sincerely,

Kathy Wick, Assistant Division Director

Kathy Will, ast Dursin Linch

Child & Family Health Division

P.O. Box 64882 Saint Paul, MN 55164-0882

cc: Krista Early

FFY23 LA Project File\Peer Breastfeeding