



Southwest Health and Human Services
Board Agenda
Wednesday, May 15, 2019
Commissioners Room
Government Center, 2nd Floor
Marshall
9:00 a.m.

HUMAN SERVICES

- A. Call to order
- B. Pledge of Allegiance
- C. Consent Agenda
 - 1. Amend/Approval of Agenda
 - 2. Identification of Conflict of Interest
 - 3. Approval of 4/17/19 board minutes
- D. Introduce New Staff:
 - Kelsie Fuoss, LADC Social Worker, Redwood Falls
 - Courtney Lundy, Child Protection Social Worker, Marshall
 - Darian Sanders, Public Health Nurse, Marshall
 - Hayley Ruschen, Child Protection Social Worker, Redwood Falls
- E. Employee Recognition:
 - Angie Stephens, 15 years, Public Health Nurse, Redwood Falls
 - Stacy Jorgensen, 30 years, Social Services Supervisor (Adults), Pipestone
- F. Financial

HUMAN SERVICES (cont.)

G.	Caseload	<u>4/19</u>	<u>4/18</u>	<u>3/19</u>	<u>2/19</u>
	Social Service	3,707	3,816	3,734	3,755
	Licensing	453	457	456	453
	Out-of-Home Placements	168	190	170	163
	Income Maintenance	11,841	11,985	11,772	11,868
	Child Support Cases	3,256	3,277	3,255	3,251
	Child Support Collections	\$930,045	\$833,082	\$791,182	\$725,149
	Non IV-D Collections	\$129,427	\$194,038	\$100,342	\$109,461

H. Discussion/Information
1.

I. Decision Items

COMMUNITY HEALTH

J. Call to order

K. Consent Agenda
1. Amend/Approval of Agenda
2. Identification of Conflict of Interest
3. Approval of 4/17/19 board minutes

L. Financial

COMMUNITY HEALTH (cont.)

M. Caseload	<u>4/19</u>	<u>3/19</u>	<u>2/19</u>
WIC	N/A	2038	2022
Family Home Visiting	43	24	33
PCA Assessments	15	14	11
Managed Care	234	254	216
Dental Varnishing	43	11	8
Refugee Health	2	4	0
Latent TB Medication Distribution	6	7	10
Water Tests	115	71	84
FPL Inspections	39	47	31
Immunizations	69	66	32
Car Seats	16	26	10

- N. Discussion/Information
1. Toward Zero Death (TZD) – Lauren Mellenthin

- O. Decision Items
1.

GOVERNING BOARD

- P. Call to order
- Q. Consent Agenda
1. Amend/Approval of Agenda
2. Identification of Conflict of Interest
3. Approval of 4/17/19 board minutes
- R. Financial

GOVERNING BOARD (cont.)

S. Human Resources Statistics

	<u>4/19</u>	<u>4/18</u>	<u>3/19</u>	<u>2/19</u>
Number of Employees	231	241	235	237
Separations	0		4	3

T. Discussion/Information

1. HIPAA, Data Privacy and Security – Carol Biren
2. SWHHS Strategic Plan – Beth Wilms, Carol Biren

U. Decision Items

1. Request for Eligibility Worker
2. Request for Public Health Nurse
3. Adult Health Survey Invoice
4. Agency Panic Buttons Purchase
5. Redwood County Postage Machine Replacement
6. Administrative Policy 1 – Data Privacy Policy and Procedures
7. Administrative Policy 14 – Health Care Insurance Portability & Accountability Act
8. Contracts

V. Adjournment

Next Meeting Dates:

- **Wednesday, June 19, 2019 – Marshall**
- **Wednesday, July 17, 2019 – Marshall**
- **Wednesday, August 21, 2019 - Marshall**

SOUTHWEST HEALTH & HUMAN SERVICES

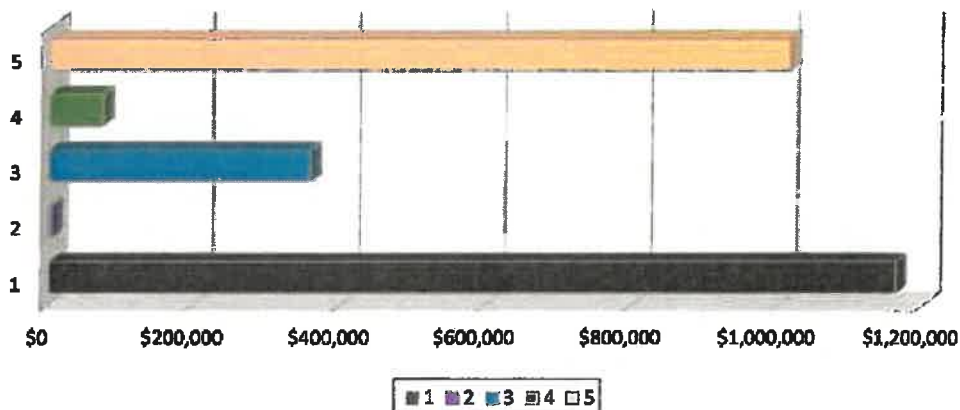
Ivanhoe, Marshall, Slayton, Pipestone, Redwood and Luverne Offices

SUMMARY OF FINANCIAL ACCOUNTS REPORT For the Month Ending: **April 30, 2019**

* Income Maintenance * Social Services * Information Technology * Health *

Description	Month	Running Balance	
BEGINNING BALANCE		\$1,106,470	
RECEIPTS			
Monthly Receipts	2,284,392		
County Contribution	192,006		
Interest on Savings	6,128		
TOTAL MONTHLY RECEIPTS		2,482,526	
DISBURSEMENTS			
Monthly Disbursements	2,426,374		
TOTAL MONTHLY DISBURSEMENTS		2,426,374	
ENDING BALANCE		\$1,162,622	
REVENUE			
Checking/Money Market	\$1,162,622		
SS Benefits Checking	\$3,671		
Bremer Savings	\$357,971		
Great Western Bank Savings	\$75,053		
Investments - MAGK Fund	\$1,014,976		
ENDING BALANCE		\$2,614,294	April 2018 Ending Balance \$1,965,450
DESIGNATED/RESTRICTED FUNDS			
Agency Health Insurance		\$973,047	April 2018 Ending Balance \$705,227
LCTS Lyon Murray Collaborative		\$107,006	
LCTS Rock Pipestone Collaborative		\$54,088	
LCTS Redwood Collaborative		\$76,798	
Local Advisory Council		\$1,155	April 2018 Ending Balance
AVAILABLE CASH BALANCE		\$1,402,199	\$1,057,584

REVENUE DESIGNATION



Southwest Health and Human Services

Treasurer's Cash Trial Balance

As of 04/2019

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
1 Health Services Fund	1,741,705.40			
Receipts		410,107.18	1,536,274.94	
Disbursements		77,520.61-	278,254.94-	
Payroll		204,205.87-	952,921.13-	
Journal Entries		0.00	16,803.91	
Fund Total		128,380.70	321,902.78	2,063,608.18
5 Human Services Fund	410	General Administration		
	897.64			
Receipts		49,240.82	198,783.25	
Disbursements		46,675.79-	195,231.21-	
Payroll		10,765.15-	55,375.97-	
Dept Total		8,200.12-	51,823.93-	50,926.29-
5 Human Services Fund	420	Income Maintenance		
	1,824,182.45-			
Receipts		270,888.11	1,540,432.18	
Disbursements		239,290.30-	1,037,968.15-	
Payroll		339,302.99-	1,499,843.86-	
Dept Total		307,705.18-	997,379.83-	2,821,562.28-
5 Human Services Fund	431	Social Services		
	8,246,573.56			
Receipts		517,810.17	2,937,799.30	
Disbursements		114,980.42-	572,823.02-	
SSIS		471,260.23-	2,393,831.87-	
Payroll		654,268.31-	2,909,043.24-	
Journal Entries		0.00	16,803.91-	
Dept Total		722,698.79-	2,954,702.74-	5,291,870.82
5 Human Services Fund	461	Information Systems		
	3,026,319.53-			
Receipts		879.50	8,894.75	
Disbursements		1,525.23-	1,568.93-	
Payroll		11,339.98-	61,797.39-	

Southwest Health and Human Services

Treasurer's Cash Trial Balance

As of 04/2019



<u>Fund</u>		<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
	Dept Total		11,985.71-	54,471.57-	3,080,791.10-
5	Human Services Fund	471	LCTS Collaborative Agency		
		0.00			
	Receipts		0.00	63,674.00	
	Disbursements		0.00	63,674.00-	
	Dept Total		0.00	0.00	0.00
	Fund Total	3,396,969.22	1,050,589.80-	4,058,378.07-	661,408.85-
61	Agency Health Insurance				
		736,904.37			
	Receipts		231,614.37	1,211,074.90	
	Disbursements		255,239.13-	974,932.39-	
	Fund Total		23,624.76-	236,142.51	973,046.88
71	LCTS Lyon Murray Collaborative Fund	471	LCTS Collaborative Agency		
		110,828.23			
	Receipts		0.00	26,627.00	
	Disbursements		0.00	30,449.00-	
	Dept Total		0.00	3,822.00-	107,006.23
	Fund Total	110,828.23	0.00	3,822.00-	107,006.23
73	LCTS Rock Pipestone Collaborative Fund	471	LCTS Collaborative Agency		
		44,776.45			
	Receipts		100.00	12,242.00	
	Disbursements		0.00	2,930.00-	
	Dept Total		100.00	9,312.00	54,088.45
	Fund Total	44,776.45	100.00	9,312.00	54,088.45
75	Redwood LCTS Collaborative	471	LCTS Collaborative Agency		
		51,342.63			
	Receipts		0.00	25,455.00	

Southwest Health and Human Services



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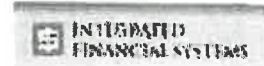
Treasurer's Cash Trial Balance

As of 04/2019

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Dept Total		0.00	25,455.00	76,797.63
Fund Total	51,342.63	0.00	25,455.00	76,797.63
77 Local Advisory Council	477	Local Advisory Council		
Dept Total	1,155.02	0.00	0.00	1,155.02
Fund Total	1,155.02	0.00	0.00	1,155.02
All Funds	6,083,681.32			
Receipts		1,480,640.15	7,561,257.32	
Disbursements		735,231.48-	3,157,831.64-	
SSIS		471,260.23-	2,393,831.87-	
Payroll		1,219,882.30-	5,478,981.59-	
Total		945,733.86-	3,469,387.78-	2,614,293.54

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Southwest Health and Human Services



RM- Stmt of Revenues & Expenditures

As Of 04/2019

Report Basis: Cash

DESCRIPTION	CURRENT MONTH	YEAR TO-DATE	2019 BUDGET	% OF BUDG	% OF YEAR
FUND 1 HEALTH SERVICES FUND					
REVENUES					
CONTRIBUTIONS FROM COUNTIES	192,005.50-	492,370.00-	986,705.00-	51	33
INTERGOVERNMENTAL REVENUES	1,827.00-	163,284.63-	169,800.00-	96	33
STATE REVENUES	65,380.38-	213,889.18-	820,717.00-	26	33
FEDERAL REVENUES	116,048.85-	527,488.41-	1,265,748.00-	42	33
FEES	33,359.37-	132,249.18-	418,795.00-	32	33
EARNINGS ON INVESTMENTS	980.49-	3,941.11-	4,800.00-	82	33
MISCELLANEOUS REVENUES	145.31-	2,625.86-	9,219.00-	28	33
TOTAL REVENUES	409,746.90-	1,535,848.37-	3,655,784.00-	42	33
EXPENDITURES					
PROGRAM EXPENDITURES	0.00	0.00	0.00	0	33
PAYROLI. AND BENEFITS	204,205.87	936,117.22	2,840,986.00	33	33
OTHER EXPENDITURES	77,160.33	277,828.37	804,798.00	35	33
TOTAL EXPENDITURES	281,366.20	1,213,945.59	3,645,784.00	33	33

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Southwest Health and Human Services

RM-Stmt of Revenues & Expenditures



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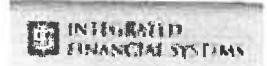
As Of 04/2019

Report Basis: Cash

DESCRIPTION	CURRENT MONTH	YEAR TO-DATE	2019 BUDGET	% OF BUDG	% OF YEAR
FUND 5 HUMAN SERVICES FUND					
REVENUES					
CONTRIBUTIONS FROM COUNTIES	0.00	360,274.80-	10,836,767.00-	3	33
INTERGOVERNMENTAL REVENUES	0.00	56,086.90-	132,267.00-	42	33
STATE REVENUES	55,574.22-	953,307.81-	5,224,156.00-	18	33
FEDERAL REVENUES	216,497.01-	1,969,343.16-	8,047,638.00-	24	33
FEES	143,132.28-	568,266.98-	2,415,391.00-	24	33
EARNINGS ON INVESTMENTS	5,147.65-	19,115.85-	25,200.00-	76	33
MISCELLANEOUS REVENUES	367,660.39-	613,024.84-	1,000,344.00-	61	33
TOTAL REVENUES	788,011.55-	4,539,420.34-	27,681,763.00-	16	33
EXPENDITURES					
PROGRAM EXPENDITURES	641,111.46	3,108,533.17	11,516,187.00	27	33
PAYROLL AND BENEFITS	1,013,293.07	4,539,661.71	13,537,287.00	34	33
OTHER EXPENDITURES	184,378.49	919,645.19	2,528,289.00	36	33
TOTAL EXPENDITURES	1,838,783.02	8,567,840.07	27,581,763.00	31	33

Southwest Health and Human Services

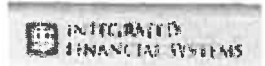
Revenues & Expend by Prog,Dept,Fund



Report Basis: Cash

<u>Element</u>	<u>Description</u>	<u>Account Number</u>	<u>Current Month</u>	<u>Year-To-Date</u>	<u>Budget</u>	<u>% of Bdg</u>	<u>% of Year</u>
1 FUND	Health Services Fund						
410 DEPT	General Administration						
0 PROGRAM	...						
			Revenue				33
			Expend.	2,400.12	9,643.72	0.00	0
			Net	2,400.12	9,643.72	0.00	0
930 PROGRAM	Administration		Revenue	202,067.38-	507,974.42-	981,744.00-	52
			Expend.	44,802.44	229,890.11	666,823.00	34
			Net	157,264.94-	278,084.31-	314,921.00-	88
410 DEPT	General Administration	Totals:	Revenue	202,067.38-	507,974.42-	981,744.00-	52
			Expend.	47,202.56	239,533.83	666,823.00	36
			Net	154,864.82-	268,440.59-	314,921.00-	85
481 DEPT	Nursing						
100 PROGRAM	Family Health		Revenue	190.00-	6,624.94-	16,680.00-	40
			Expend.	2,342.99	9,029.39	15,351.00	59
			Net	2,152.99	2,404.45	1,329.00-	181-
103 PROGRAM	Follow Along Program		Revenue	0.00	5,409.09-	26,966.00-	20
			Expend.	1,619.81	7,528.86	29,921.00	25
			Net	1,619.81	2,119.77	2,955.00	72
110 PROGRAM	TANF		Revenue	360.00	60,112.88-	127,876.00-	47
			Expend.	30,727.93	61,890.62	122,911.00	50
			Net	31,087.93	1,777.74	4,965.00-	36-
130 PROGRAM	WIC		Revenue	57,675.00-	251,000.00-	450,000.00-	56
			Expend.	39,640.98	169,088.84	524,339.00	32
			Net	18,034.02-	81,911.16-	74,339.00	110-
140 PROGRAM	Peer Breastfeeding Support Program		Revenue	0.00	11,030.00-	55,438.00-	20
			Expend.	2,512.58	12,017.92	55,438.00	22
			Net	2,512.58	987.92	0.00	0
210 PROGRAM	CTC Outreach		Revenue	24,103.01-	89,668.33-	270,034.00-	33
			Expend.	16,712.51	72,122.28	270,034.00	27
			Net	7,390.50-	17,546.05-	0.00	0
270 PROGRAM	Maternal Child Health		Revenue	14,514.88-	60,570.14-	238,279.00-	25
			Expend.	19,002.02	79,704.14	248,588.00	32
			Net	4,487.14	19,134.00	10,309.00	186

Southwest Health and Human Services

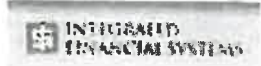


Revenues & Expend by Prog,Dept,Fund

Report Basis: Cash

Element	Description	Account Number		Current Month	Year-To-Date	Budget	% of Bdot	% of Year
280 PROGRAM	MCH Dental Health		Revenue	72.69-	659.85-	43,200.00-	2	33
			Expend.	1,391.86	10,701.85	19,059.00	56	33
			Net	1,319.17	10,042.00	24,141.00-	42-	33
285 PROGRAM	MCH Blood Lead		Revenue					33
			Expend.	56.34	268.30	0.00	0	33
			Net	56.34	268.30	0.00	0	33
295 PROGRAM	MCH Car Seat Program		Revenue	748.10-	4,134.00-	31,000.00-	13	33
			Expend.	2,018.56	10,461.21	38,792.00	27	33
			Net	1,270.46	6,327.21	7,792.00	81	33
300 PROGRAM	Case Management		Revenue	46,728.04-	124,748.70-	347,800.00-	36	33
			Expend.	26,153.18	149,289.54	389,147.00	38	33
			Net	20,574.86-	24,540.84	41,347.00	59	33
330 PROGRAM	MNChoices		Revenue	0.00	50,068.05-	157,000.00-	32	33
			Expend.	13,744.25	74,595.43	181,108.00	41	33
			Net	13,744.25	24,527.38	24,108.00	102	33
603 PROGRAM	Disease Prevention And Control		Revenue	10,549.35-	27,849.15-	145,862.00-	19	33
			Expend.	13,868.96	55,625.12	227,721.00	24	33
			Net	3,319.61	27,775.97	81,859.00	34	33
660 PROGRAM	MIIC		Revenue	0.00	0.00	1,000.00-	0	33
			Expend.	4.54	402.58	109.00	369	33
			Net	4.54	402.58	891.00-	45-	33
481 DEPT	Nursing	Totals:	Revenue	154,221.07-	691,875.13-	1,911,135.00-	36	33
			Expend.	169,796.51	712,726.08	2,122,518.00	34	33
			Net	15,575.44	20,850.95	211,383.00	10	33
483 DEPT	Health Education							
500 PROGRAM	Direct Client Services		Revenue	1,534.80-	3,917.69-	2,270.00-	173	33
			Expend.	867.55	5,049.20	30,942.00	16	33
			Net	667.25-	1,131.51	28,672.00	4	33
510 PROGRAM	SHIP		Revenue	15,351.88-	70,416.28-	226,690.00-	31	33
			Expend.	18,326.73	73,633.25	226,690.00	32	33
			Net	2,974.85	3,216.97	0.00	0	33
540 PROGRAM	Toward Zero Deaths (TZD) Safe Roads		Revenue	1,220.77-	2,912.76-	17,009.00-	17	33
			Expend.	403.84	1,972.54	23,440.00	8	33
			Net	816.93-	940.22-	6,431.00	15-	33

Southwest Health and Human Services

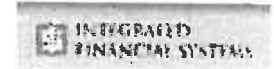


Revenues & Expend by Prog,Dept,Fund

Report Basis: Cash

<u>Element</u>	<u>Description</u>	<u>Account Number</u>		<u>Current Month</u>	<u>Year-To-Date</u>	<u>Budget</u>	<u>% of Bdgt</u>	<u>% of Year</u>
550 PROGRAM	P&I Grant		Revenue	31,926.00-	72,631.00-	189,326.00-	38	33
			Expend.	13,895.34	45,812.13	189,326.00	24	33
			Net	18,030.66-	26,818.87-	0.00	0	33
900 PROGRAM	Emergency Preparedness		Revenue	0.00	21,457.08-	97,210.00-	22	33
			Expend.	7,776.08	33,012.27	97,210.00	34	33
			Net	7,776.08	11,555.19	0.00	0	33
483 DEPT	Health Education	Totals:	Revenue	50,033.45-	171,334.81-	532,505.00-	32	33
			Expend.	41,269.54	159,479.39	567,608.00	28	33
			Net	8,763.91-	11,855.42-	35,103.00	34-	33
485 DEPT	Environmental Health		Revenue	3,425.00-	164,664.01-	230,400.00-	71	33
800 PROGRAM	Environmental		Expend.	23,097.59	102,206.29	288,835.00	35	33
			Net	19,672.59	62,457.72-	58,435.00	107-	33
485 DEPT	Environmental Health	Totals:	Revenue	3,425.00-	164,664.01-	230,400.00-	71	33
			Expend.	23,097.59	102,206.29	288,835.00	35	33
			Net	19,672.59	62,457.72-	58,435.00	107-	33
1 FUND	Health Services Fund	Totals:	Revenue	409,746.90-	1,535,848.37-	3,655,784.00-	42	33
			Expend.	281,366.20	1,213,945.59	3,845,784.00	33	33
			Net	128,380.70-	321,902.78-	10,000.00-	3,219	33

Southwest Health and Human Services

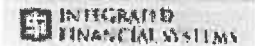


Revenues & Expend by Prog,Dept,Fund

Report Basis: Cash

<u>Element</u>	<u>Description</u>	<u>Account Number</u>	<u>Current Month</u>	<u>Year-To-Date</u>	<u>Budget</u>	<u>% of Bdgt</u>	<u>% of Year</u>
5 FUND	Human Services Fund						
410 DEPT	General Administration						
0 PROGRAM	...						
			Revenue				33
			Expend.	8,381.79	52,255.59	82,029.00	64
			Net	8,381.79	52,255.59	82,029.00	64
410 DEPT	General Administration	Totals:	Revenue				33
			Expend.	8,381.79	52,255.59	82,029.00	64
			Net	8,381.79	52,255.59	82,029.00	64
420 DEPT	Income Maintenance						
0 PROGRAM	...		Revenue				33
			Expend.	116.26	558.24	0.00	0
			Net	116.26	558.24	0.00	0
600 PROGRAM	Income Maint Administrative/Overhea		Revenue	3,582.27-	149,789.33-	3,458,246.00-	4
			Expend.	117,480.63	548,036.60	1,507,646.00	36
			Net	113,898.36	398,247.27	1,950,600.00-	20-
601 PROGRAM	Income Maint/Random Moment Payro		Revenue				33
			Expend.	196,272.65	856,542.29	2,522,830.00	34
			Net	196,272.65	856,542.29	2,522,830.00	34
602 PROGRAM	Income Maint FPI Investigator		Revenue	0.00	13,797.00-	62,418.00-	22
			Expend.	4,852.62	20,977.84	62,418.00	34
			Net	4,852.62	7,180.84	0.00	0
605 PROGRAM	MN Supplemental Aid (MSA)/GRH		Revenue	4,603.40-	15,600.38-	50,000.00-	31
			Expend.	0.00	19,782.10	50,000.00	40
			Net	4,603.40-	4,181.72	0.00	0
610 PROGRAM	TANF(AFDC/MFIP/DWP)		Revenue	1,913.00-	5,943.75-	20,000.00-	30
			Expend.	0.00	335.25	20,800.00	2
			Net	1,913.00-	5,608.50-	800.00	701-
620 PROGRAM	General Asst (GA)/General Relief/Buri.		Revenue	3,483.20-	7,327.16-	27,500.00-	27
			Expend.	36,613.90	72,205.40	251,000.00	29
			Net	33,130.70	64,878.24	223,500.00	29
630 PROGRAM	Food Support (FS)		Revenue	10,670.00-	134,404.24-	517,000.00-	26
			Expend.	0.00	4,646.67	6,600.00	70
			Net	10,670.00-	129,757.57-	510,400.00-	25

Southwest Health and Human Services

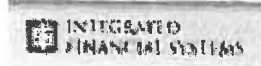


Revenues & Expend by Prog,Dept,Fund

Report Basis: Cash

Element	Description	Account Number		Current Month	Year-To-Date	Budget	% of Bdot	% of Year
640 PROGRAM	Child Support (IVD)		Revenue	104,699.07-	407,258.47-	1,686,850.00-	24	33
			Expend.	85,419.83	378,392.81	1,089,896.00	35	33
			Net	19,279.24-	28,865.66-	596,954.00-	5	33
650 PROGRAM	Medical Assistance (MA)		Revenue	141,441.67-	805,462.83-	3,325,000.00-	24	33
			Expend.	137,341.90	635,485.79	2,517,000.00	25	33
			Net	4,099.77-	169,977.04-	808,000.00-	21	33
420 DEPT	Income Maintenance	Totals:	Revenue	270,392.61-	1,539,583.16-	9,147,014.00-	17	33
			Expend.	578,097.79	2,536,962.99	8,028,190.00	32	33
			Net	307,705.18	997,379.83	1,118,824.00-	89-	33
431 DEPT	Social Services							
0 PROGRAM	...		Revenue	235,346.90-	235,346.90-	0.00	0	33
			Expend.					33
			Net	235,346.90-	235,346.90-	0.00	0	33
700 PROGRAM	Social Service Administrative/Overhea		Revenue	51,264.28-	828,512.09-	10,543,762.00-	8	33
			Expend.	205,486.54	957,289.79	2,734,848.00	35	33
			Net	154,222.26	128,777.70	7,308,914.00-	2-	33
701 PROGRAM	Social Services/SSTS		Revenue					33
			Expend.	549,927.06	2,452,422.94	7,186,678.00	34	33
			Net	549,927.06	2,452,422.94	7,186,678.00	34	33
710 PROGRAM	Children's Social Services Programs		Revenue	74,230.75-	491,450.43-	1,977,040.00-	26	33
			Expend.	306,836.79	1,128,026.65	4,077,941.00	28	33
			Net	232,606.04	636,576.22	2,200,901.00	29	33
712 PROGRAM	CIRCLE Program		Revenue	0.00	5,000.00-	5,000.00-	100	33
			Expend.	1,228.63	1,977.38	8,000.00	25	33
			Net	1,228.63	3,022.62-	3,000.00	101-	33
713 PROGRAM	"SELF Program" Grant		Revenue	0.00	14,530.00-	54,100.00-	27	33
			Expend.	2,662.20	10,947.18	54,100.00	20	33
			Net	2,662.20	3,582.82-	0.00	0	33
715 PROGRAM	Childrens Waivers		Revenue	0.00	19,577.32-	90,000.00-	22	33
			Expend.	0.00	0.00	2,000.00	0	33
			Net	0.00	19,577.32-	88,000.00-	22	33
716 PROGRAM	FGDM/Family Group Decision Making		Revenue	0.00	13,901.15-	56,914.00-	24	33
			Expend.	3,878.33	8,118.87	56,914.00	14	33
			Net	3,878.33	5,782.28-	0.00	0	33

Southwest Health and Human Services

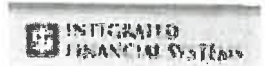


Revenues & Expend by Prog,Dept,Fund

Report Basis: Cash

Element	Description	Account Number		Current Month	Year-To-Date	Budget	% of Bdgt	% of Year
717 PROGRAM	AR/Alternative Response Discretion F		Revenue	0.00	7,724.50-	58,390.00-	13	33
			Expend.	1,754.79	5,449.72	58,336.00	9	33
			Net	1,754.79	2,274.78-	54.00-	4,213	33
718 PROGRAM	PSOP/Parent Support Outreach Progra		Revenue	0.00	4,734.00-	40,539.00-	12	33
			Expend.	203.71	803.47	40,539.00	2	33
			Net	203.71	3,930.53-	0.00	0	33
720 PROGRAM	Ch Care/Ch Prot		Revenue	1,800.00-	6,350.00-	21,000.00-	30	33
			Expend.	0.00	113.75	3,000.00	4	33
			Net	1,800.00-	6,236.25-	18,000.00-	35	33
721 PROGRAM	CC-Basic Slide Fee/Cty Match to DHS		Revenue	4,842.00-	13,097.95-	38,238.00-	34	33
			Expend.	0.00	7,377.50	43,865.00	17	33
			Net	4,842.00-	5,720.45-	5,627.00	102-	33
726 PROGRAM	MFIP/SW MN PIC		Revenue	1,839.00-	4,497.00-	372,000.00-	1	33
			Expend.	0.00	0.00	285,390.00	0	33
			Net	1,839.00-	4,497.00-	86,610.00-	5	33
730 PROGRAM	Chemical Dependency		Revenue	8,504.39-	91,148.68-	273,000.00-	33	33
			Expend.	2,432.99	173,252.81	519,000.00	33	33
			Net	6,071.40-	82,104.13	246,000.00	33	33
740 PROGRAM	Mental Health (Both Adults/Children)		Revenue	9.45-	103.95-	0.00	0	33
			Expend.					33
			Net	9.45-	103.95-	0.00	0	33
741 PROGRAM	Mental Health/Adults Only		Revenue	59,741.48-	357,124.67-	1,348,451.00-	26	33
			Expend.	21,722.89	390,002.72	1,737,482.00	22	33
			Net	38,018.59-	32,878.05	389,031.00	8	33
742 PROGRAM	Mental Health/Children Only		Revenue	14,408.00-	196,289.25-	784,100.00-	25	33
			Expend.	97,019.20	550,019.43	1,852,300.00	30	33
			Net	82,611.20	353,730.18	1,068,200.00	33	33
750 PROGRAM	Developmental Disabilities		Revenue	0.00	187,487.38-	815,161.00-	23	33
			Expend.	28,301.34	103,457.06	389,361.00	27	33
			Net	28,301.34	84,030.32-	425,800.00-	20	33
760 PROGRAM	Adult Services		Revenue	64,753.19-	287,440.03-	1,419,500.00-	20	33
			Expend.	12,712.40	27,541.08	35,400.00	78	33
			Net	52,040.79-	259,898.95-	1,384,100.00-	19	33

Southwest Health and Human Services



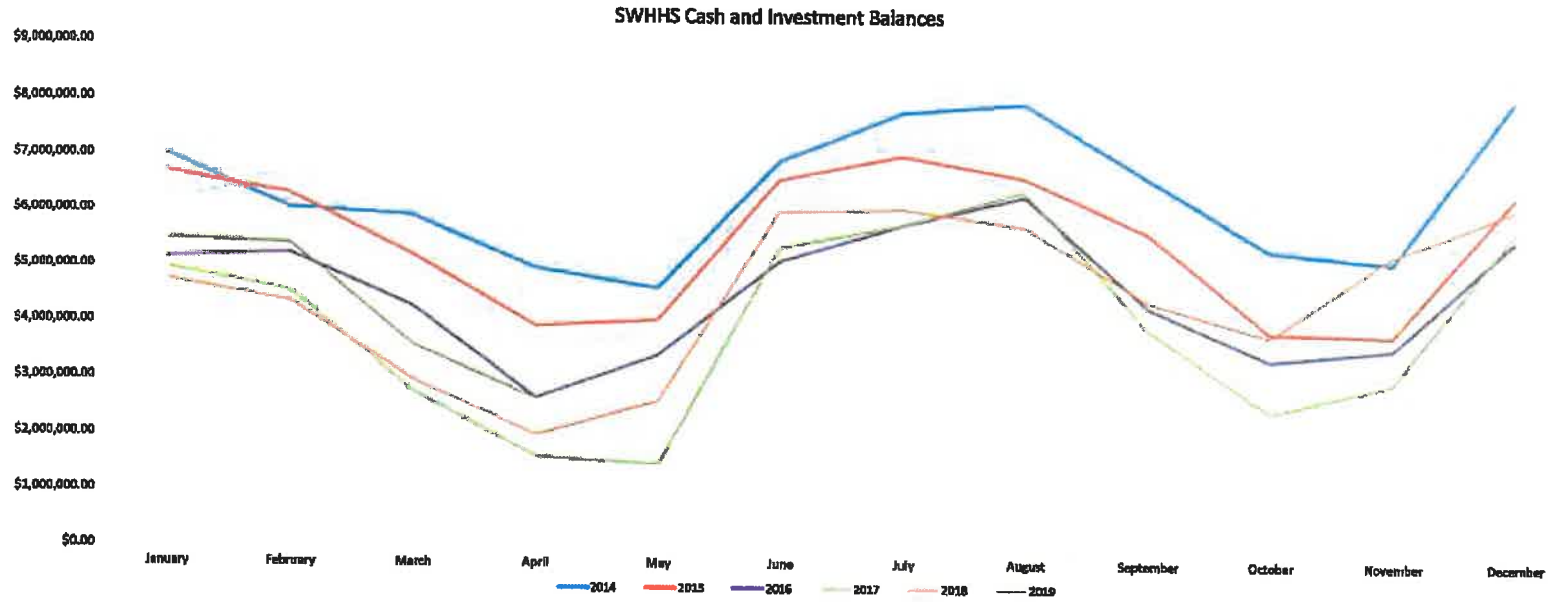
Revenues & Expend by Prog,Dept,Fund

Report Basis: Cash

<u>Element</u>	<u>Description</u>	<u>Account Number</u>		<u>Current Month</u>	<u>Year-To-Date</u>	<u>Budget</u>	<u>% of Bdot</u>	<u>% of Year</u>
765 PROGRAM	Adults Walvers		Revenue	0.00	162,953.13-	702,000.00-	23	33
			Expend.	5,271.36	34,780.82	102,000.00	34	33
			Net	5,271.36	128,172.31-	600,000.00-	21	33
431 DEPT	Social Services	Totals:	Revenue	516,739.44-	2,927,268.43-	18,499,195.00-	16	33
			Expend.	1,239,438.23	5,851,581.17	19,187,154.00	30	33
			Net	722,698.79	2,924,312.74	687,959.00	425	33
461 DEPT	Information Systems		Revenue	879.50-	8,894.75-	35,554.00-	25	33
0 PROGRAM	...		Expend.	12,865.21	63,366.32	284,390.00	22	33
			Net	11,985.71	54,471.57	248,836.00	22	33
461 DEPT	Information Systems	Totals:	Revenue	879.50-	8,894.75-	35,554.00-	25	33
			Expend.	12,865.21	63,366.32	284,390.00	22	33
			Net	11,985.71	54,471.57	248,836.00	22	33
471 DEPT	LCTS Collaborative Agency		Revenue	0.00	63,674.00-	0.00	0	33
702 PROGRAM	LCTS		Expend.	0.00	63,674.00	0.00	0	33
			Net	0.00	0.00	0.00	0	33
471 DEPT	LCTS Collaborative Agency	Totals:	Revenue	0.00	63,674.00-	0.00	0	33
			Expend.	0.00	63,674.00	0.00	0	33
			Net	0.00	0.00	0.00	0	33
5 FUND	Human Services Fund	Totals:	Revenue	788,011.55-	4,539,420.34-	27,581,763.00-	16	33
			Expend.	1,838,783.02	8,567,840.07	27,581,763.00	31	33
			Net	1,050,771.47	4,028,419.73	100,000.00-	4,028-	33
FINAL TOTALS	947 Accounts		Revenue	1,197,758.45-	6,075,268.71-	31,337,547.00-	19	33
			Expend.	2,120,149.22	9,781,785.66	31,227,547.00	31	33
			Net	922,390.77	3,706,516.95	110,000.00-	3,370-	33

SWHHS
Total Cash and Investment Balance by Month - All Funds

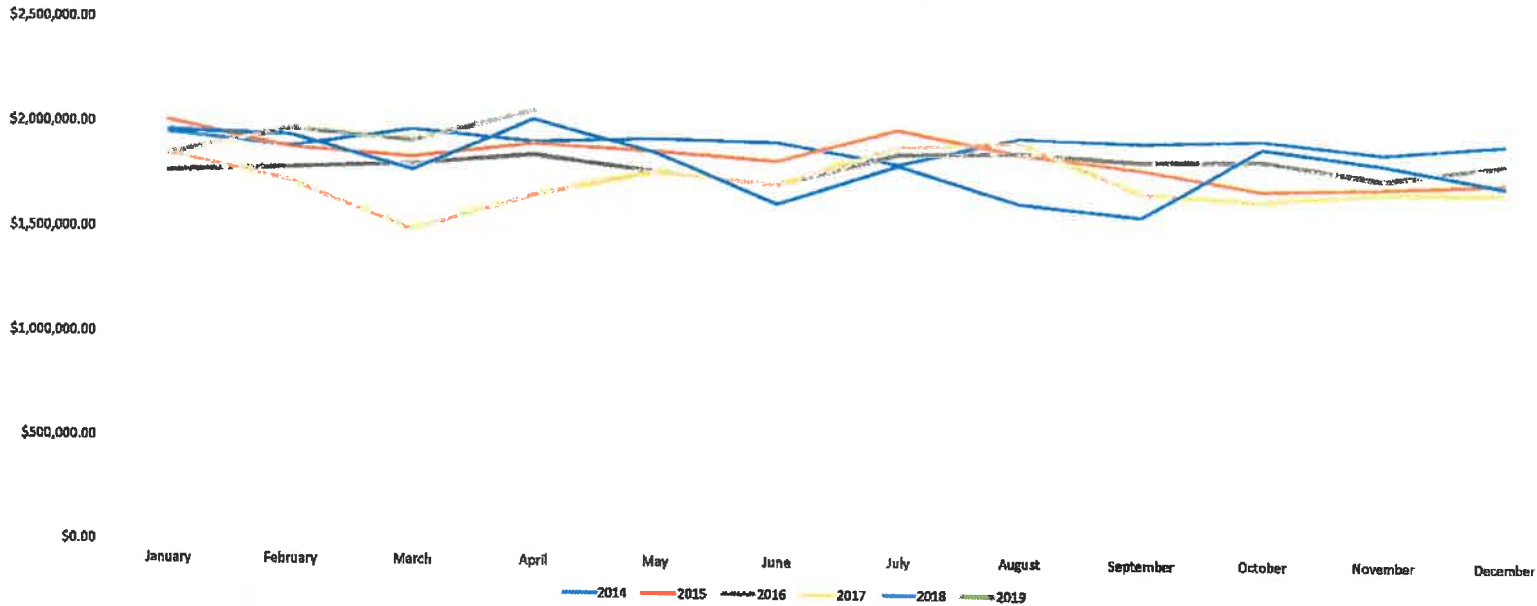
	January	February	March	April	May	June	July	August	September	October	November	December	Average for Year	Average for Jan-Mar
2014	\$6,861,225.27	\$6,024,758.16	\$5,889,424.32	\$4,951,093.48	\$4,588,515.25	\$8,893,382.61	\$7,789,372.24	\$7,943,226.69	\$6,829,326.28	\$5,325,636.65	\$5,113,269.32	\$8,050,536.23	\$6,347,314.41	\$6,288,489.25
2015	\$6,677,478.44	\$6,283,514.63	\$5,177,889.80	\$3,907,888.88	\$4,019,148.96	\$8,580,422.65	\$6,982,523.27	\$6,614,413.77	\$5,631,267.66	\$3,640,812.52	\$3,805,455.22	\$8,311,344.26	\$5,485,165.71	\$6,046,230.96
2016	\$5,132,902.00	\$5,204,953.28	\$4,246,683.55	\$2,628,628.20	\$3,394,917.21	\$5,088,797.96	\$5,750,965.99	\$6,275,434.87	\$4,290,910.19	\$3,346,309.75	\$3,580,416.88	\$5,533,701.83	\$4,537,719.39	\$4,861,516.27
2017	\$4,928,802.34	\$4,524,066.02	\$2,727,761.28	\$1,578,173.87	\$1,451,585.61	\$5,337,553.73	\$5,754,867.08	\$6,366,564.57	\$3,893,382.07	\$2,417,547.50	\$2,962,222.16	\$5,684,748.63	\$3,868,778.58	\$4,059,573.21
2018	\$4,721,044.88	\$4,393,838.53	\$2,935,770.10	\$1,883,448.62	\$2,570,090.71	\$3,977,407.40	\$6,033,326.24	\$5,731,633.62	\$4,391,517.44	\$3,775,199.58	\$5,252,388.36	\$8,085,806.40	\$4,481,140.24	\$3,998,917.84
2019	\$5,468,300.08	\$5,390,753.05	\$3,580,027.40	\$2,614,283.64									\$4,258,343.52	\$4,806,380.18



SWHHS
Total Cash and Investment Balance by Month - Public Health Services

	January	February	March	April	May	June	July	August	September	October	November	December	Average for Year
2014	\$1,852,348.46	\$1,889,115.47	\$1,972,829.09	\$1,919,040.73	\$1,935,610.78	\$1,923,130.89	\$1,822,889.89	\$1,953,891.08	\$1,834,989.18	\$1,954,398.84	\$1,894,110.18	\$1,942,821.40	\$1,924,597.82
2015	\$2,005,574.71	\$1,882,681.89	\$1,841,149.82	\$1,906,764.86	\$1,878,427.45	\$1,832,808.45	\$1,987,167.33	\$1,874,490.47	\$1,806,827.22	\$1,714,889.10	\$1,730,380.53	\$1,755,462.75	\$1,851,214.87
2016	\$1,767,113.43	\$1,788,985.80	\$1,807,700.34	\$1,854,829.75	\$1,778,529.15	\$1,719,935.84	\$1,868,440.04	\$1,880,685.32	\$1,844,832.32	\$1,854,298.98	\$1,772,886.81	\$1,845,353.91	\$1,815,214.11
2017	\$1,847,930.47	\$1,726,463.73	\$1,484,823.81	\$1,887,703.80	\$1,778,898.78	\$1,720,044.88	\$1,803,354.71	\$1,930,710.27	\$1,695,805.50	\$1,663,861.45	\$1,709,269.13	\$1,709,425.15	\$1,737,349.16
2018	\$1,862,214.72	\$1,943,837.75	\$1,780,822.98	\$2,023,316.56	\$1,870,382.57	\$1,833,344.08	\$1,816,127.45	\$1,643,850.72	\$1,584,218.99	\$1,914,793.23	\$1,842,417.33	\$1,743,838.48	\$1,813,230.15
2019	\$1,851,277.80	\$1,972,764.31	\$1,918,434.51	\$2,063,608.18									\$1,951,521.23

SWHHS Cash Balances - Public Health



Social Services Caseload:

Yearly Averages	Adult Services	Children's Services	Total Programs
2016	2669	518	3187
2017	2705	604	3308
2018	2683	617	3299
2019			

2019	Adult Services	Children's Services	Total Programs
January	2687	614	3301
February	2709	593	3302
March	2667	611	3278
April	2642	612	3254
May			0
June			0
July			0
August			0
September			0
October			0
November			0
December			0
Average	2676	608	1095

Adult - Social Services Caseload

Average	Adult Brain Injury (BI)	Adult Community Alternative Care (CAC)	Adult Community Access for Disability Inclusion (CADI)	Adult Essential Community Supports	Adult Mental Health (AMH)	Adult Protective Services (APS)	Adult Services (AS)	Alternative Care (AC)	Chemical Dependency (CD)	Developmental Disabilities (DD)	Elderly Waiver (EW)	Total Programs
2016	13	240	12	0	298	50	829	18	396	452	362	2669
2017	12	266	12	0	315	45	828	16	422	444	343	2705
2018	11	299	14	0	282	43	880	18	353	451	331	2683
2019												

*Note: CADI name change and there is a new category (Adult Essential Community Supports)

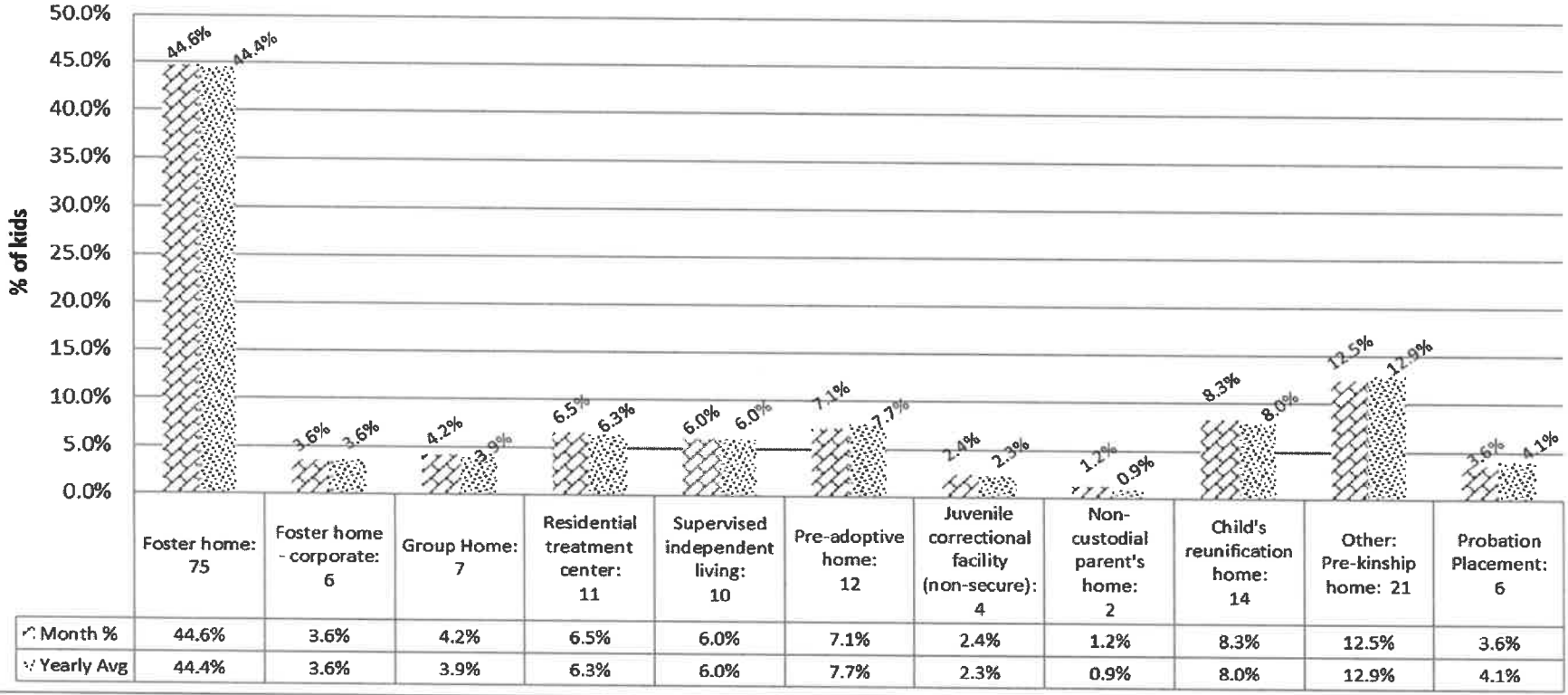
2019	Adult Brain Injury (BI)	Adult Community Access for Disability Inclusion (CADI)	Adult Community Alternative Care (CAC)	Adult Essential Community Supports	Adult Mental Health (AMH)	Adult Protective Services (APS)	Adult Services (AS)	Alternative Care (AC)	Chemical Dependency (CD)	Developmental Disabilities (DD)	Elderly Waiver (EW)	Total Programs
January	10	317	15	0	266	43	892	18	323	459	344	2687
February	10	317	15	0	263	48	880	18	349	461	348	2709
March	10	317	14	0	257	40	868	17	350	457	337	2667
April	9	319	14	0	257	43	882	18	306	454	340	2642
May												0
June												0
July												0
August												0
September												0
October												0
November												0
December												0
	10	318	15	0	261	44	881	18	332	458	342	892

Children's - Social Services Caseload

Average	Adolescent Independent Living (ALS)	Adoption	Child Brain Injury (BI)	Child Community Alternative Care (CAC)	Child Community Alternatives for Disabled Individuals (CADI)	Child Protection (CP)	Child Welfare (CW)	Children's Mental Health (CMH)	Early Intervention: Infants & Toddlers with Disabilities	Minor Parents (MP)	Parent Support Outreach Program (PSOP)	Total Programs
2016	41	17	2	5	35	175	145	86	0	0	13	482
2016	49	21	0	10	35	195	174	103	0	0	17	518
2017	46	23	0	11	40	180	182	110	0	0	25	604
2018												617

2019	Adolescent Independent Living (ALS)	Adoption	Child Brain Injury (BI)	Child Community Alternative Care (CAC)	Child Community Alternatives for Disabled Individuals (CADI)	Child Protection (CP)	Child Welfare (CW)	Children's Mental Health (CMH)	Early Intervention: Infants & Toddlers with Disabilities	Minor Parents (MP)	Parent Support Outreach Program (PSOP)	Total Programs
January	42	21	0	11	38	165	206	98	0	0	33	614
February	39	17	0	11	38	159	197	98	0	1	33	593
March	38	18	0	11	29	180	206	101	0	0	28	611
April	32	16	0	11	39	184	205	97	0	0	28	612
May												0
June												0
July												0
August												0
September												0
October												0
November												0
December												0
	38	18	0	11	36	172	204	99	0	0	31	203

**April 2019 - Placement by Category
168 Kids in Placement**



April 2019: Total kids in placement = 168

Total of 7 Children entered placement

3	Lyon	Foster Home
1	Lyon	Juvenile Correctional Facility
2	Pipestone	Foster Home
1	Redwood	Probation

Total of 9 Children were discharged from placement (discharges from previous month)

2	Lyon	Child's Reunification Home
2	Murray	Child's Reunification Home
2	Redwood	Probation
1	Redwood	Juvenile Correctional Facility
1	Redwood	Group Home
1	Redwood	Child's Reunification Home

NON IVD COLLECTIONS
APRIL 2019

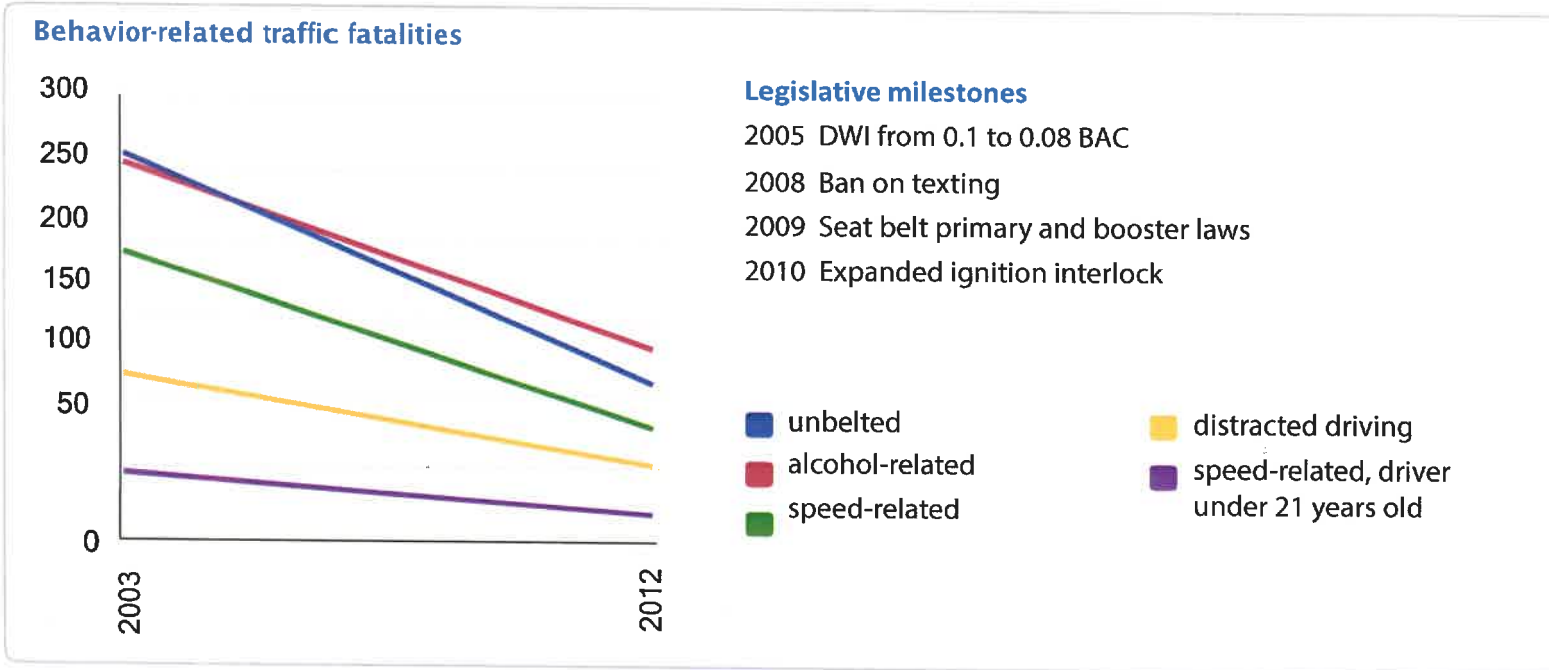
PROGRAM	ACCOUNT	TOTAL
MSA/GRH	05-420-605.5802	4,603
TANF (MFIP/DWP/AFDC)	05-420-610.5803	1,913
GA	05-420-620.5803	0
FS	05-420-630.5803	270
CS (PI Fee, App Fee, etc)	05-420-640.5501	363
MA Recoveries & Estate Collections (25% retained by agency)	05-420-650.5803	78,395
REFUGEE	05-420-680.5803	0
CHILDRENS		
Court Visitor Fee	05-431-700.5514	0
Parental Fees, Holds	05-431-710.5501	3,788
OOH/FC Recovery	05-431-710.5803	27,141
CHILDCARE		
Licensing	05-431-720.5502	1,200
Corp FC Licensing	05-431-710.5505	1,800
Over Payments	05-431-721&722.5803	0
CHEMICAL DEPENDENCY		
CD Assessments	05-431-730.5519	5,056
Detox Fees	05-431-730.5520	3,449
Over Payments	05-431-730.5803	646
MENTAL HEALTH		
Insurance Copay	05-431-740.5803	9
Over Payments	05-431-741 or 742.5803	0
DEVELOPMENTAL DISABILITIES		
Insurance Copay/Overpayments	05-431-750.5803	0
ADULT		
Court Visitor Fee	05-431-760.5515	150
Insurance Copay/Overpayments	05-431-760.5803	644

TOTAL NON-IVD COLLECTIONS

129,427

Toward Zero Deaths

Legislative Milestones in Minnesota:



2017 Minnesota Crash Statistics by County
Source: Minnesota Department of Public Safety,
November 2018

County	DWIs	All Crashes	All Deaths	Alcohol Related Deaths	Motor Vehicle Occupant Deaths	Alcohol Related Motor Vehicle Occupant Deaths	Unbelted Motor Vehicle Occupant Deaths	Alcohol Related Unbelted Motor Vehicle Occupant Deaths	Motorcycle Deaths	Alcohol Related Motorcycle Deaths
Aitkin	156	168	3	0	3	0	2	0	0	0
Anoka	1,294	3,827	17	6	9	2	3	1	4	2
Becker	235	323	5	2	3	1	2	1	1	0
Beltrami	384	390	4	1	2	1	1	1	2	0
Benton	153	568	9	1	7	0	2	0	2	1
Big Stone	21	27	1	1	0	0	0	0	1	1
Blue Earth	383	948	7	2	5	1	2	0	2	1
Brown	80	285	2	0	2	0	0	0	0	0
Carlton	155	387	6	1	5	1	1	1	0	0
Carver	299	1,101	1	1	1	1	1	1	0	0
Cass	202	291	6	2	5	1	1	0	1	1
Chippewa	59	95	0	0	0	0	0	0	0	0
Chisago	239	614	8	3	5	1	1	1	2	1
Clay	407	565	4	0	4	0	1	0	0	0
Clearwater	56	52	2	1	0	0	0	0	0	0
Cook	27	79	0	0	0	0	0	0	0	0
Cottonwood	55	99	2	1	2	1	0	0	0	0
Crow Wing	394	842	3	0	2	0	1	0	0	0
Dakota	1,537	6,013	11	3	4	0	0	0	4	1
Dodge	77	147	1	0	1	0	0	0	0	0
Douglas	164	459	7	2	4	1	1	0	1	0
Faribault	67	124	1	0	0	0	0	0	1	0

Fillmore	51	144	1	0	1	0	0	0	0	0
Freeborn	143	418	3	1	3	1	3	1	0	0
Goodhue	188	752	5	0	5	0	1	0	0	0
Grant	20	63	3	1	2	1	1	0	1	0
Hennepin	5,858	24,469	45	16	25	10	8	4	5	1
Houston	75	114	3	1	1	0	1	0	2	1
Hubbard	96	196	1	0	1	0	0	0	0	0
Isanti	124	398	3	1	2	0	0	0	1	1
Itasca	278	522	5	2	5	2	3	2	0	0
Jackson	36	96	0	0	0	0	0	0	0	0
Kanabec	46	111	2	2	2	2	2	2	0	0
Kandiyohi	192	626	1	0	1	0	0	0	0	0
Kittson	12	14	0	0	0	0	0	0	0	0
Koochiching	76	71	1	1	1	1	1	1	0	0
Lac Qui Parle	17	24	0	0	0	0	0	0	0	0
Lake	49	119	4	0	2	0	1	0	1	0
Lake of Woods	26	12	1	1	0	0	0	0	0	0
Le Sueur	87	252	3	1	3	1	1	0	0	0
Lincoln	13	27	0	0	0	0	0	0	0	0
Lyon	118	239	3	1	2	0	0	0	1	1
McLeod	185	449	3	1	2	1	1	1	1	0
Mahnomen	88	42	0	0	0	0	0	0	0	0
Marshall	37	40	0	0	0	0	0	0	0	0
Martin	75	220	3	1	2	1	1	1	1	0
Meeker	76	198	2	1	2	1	0	0	0	0
Mille Lacs	113	253	3	1	3	1	1	1	0	0
Morrison	99	286	4	3	3	2	1	1	0	0
Mower	286	460	2	0	1	0	0	0	0	0
Murray	16	52	0	0	0	0	0	0	0	0
Nicollet	142	420	0	0	0	0	0	0	0	0
Nobles	127	294	0	0	0	0	0	0	0	0
Norman	15	39	0	0	0	0	0	0	0	0
Olmsted	743	2,247	6	3	4	2	0	0	0	0

Otter Tail	305	680	7	1	7	1	2	1	0	0
Pennington	100	66	2	0	2	0	0	0	0	0
Pine	120	358	9	6	4	1	1	0	2	2
Pipestone	68	41	1	0	0	0	0	0	0	0
Polk	322	280	4	2	3	1	2	1	1	1
Pope	51	82	0	0	0	0	0	0	0	0
Ramsey	2,121	9,919	19	8	11	3	2	1	0	0
Red Lake	35	11	0	0	0	0	0	0	0	0
Redwood	91	116	8	1	7	0	4	0	1	1
Renville	102	119	2	1	1	0	1	0	0	0
Rice	239	672	4	1	3	1	0	0	1	0
Rock	51	91	1	0	1	0	0	0	0	0
Roseau	76	49	2	0	2	0	0	0	0	0
St. Louis	1,037	3,152	16	5	14	4	4	1	1	0
Scott	591	1,301	8	2	6	0	4	0	2	2
Sherburne	373	1,108	11	3	7	1	2	0	1	0
Sibley	68	135	4	0	1	0	0	0	2	0
Stearns	717	2,730	13	3	10	2	1	0	1	0
Steele	151	617	1	1	1	1	1	1	0	0
Stevens	50	76	1	0	1	0	0	0	0	0
Swift	38	69	5	4	5	4	3	3	0	0
Todd	83	208	2	0	1	0	0	0	0	0
Traverse	12	28	0	0	0	0	0	0	0	0
Wabasha	99	193	2	1	1	0	0	0	1	1
Wadena	66	96	2	0	1	0	0	0	0	0
Waseca	63	212	2	1	2	1	1	1	0	0
Washington	941	2,816	7	2	2	0	1	0	3	2
Watsonwan	37	112	1	1	1	1	0	0	0	0
Wilkin	38	123	0	0	0	0	0	0	0	0
Winona	317	359	6	0	2	0	1	0	3	0
Wright	492	1,498	8	3	6	2	1	1	0	0
Yellow Medicine	57	77	3	2	3	2	2	2	0	0
MN, 2017	24,862	78,465	358	113	242	62	78	32	53	21

HANDS FREE MINNESOTA

What can I do under the new law?

The new law allows a driver to use their cell phone to make calls, text, listen to music or podcasts and get directions, *but only by voice commands or single touch activation without holding the phone*. Remember, hands free is not necessarily distraction free.

What can't I do with my phone under the new law?

You may not hold your phone in your hand. Also, a driver may not use their phone at any time for video calling, video live-streaming, Snapchat, gaming, looking at video or photos stored on the phone, using apps, reading texts and scrolling or typing on the phone.

Can I ever hold my phone?

Yes. Hand-held phone use is allowed to obtain emergency assistance, if there is an immediate threat to life and safety, or when in an authorized emergency vehicle while performing official duties.

Can I use a GPS navigation device?

Yes. GPS and other systems that can only be used for navigation are exempt from the Hands Free law. In-car screens and systems are also exempt. In both cases, most of these systems lock when the vehicle is moving.

Couldn't I get distracted by my in-car screen or other distractions like eating, grooming, pets, passengers or reading a book? Why aren't they covered?

Yes, there are many possible distractions when driving, but cell phone use presents a unique and complex challenge and is addressed by the Hands Free law. A driver is still expected to avoid other distractions and drive with due care under other Minnesota traffic laws.

Are there penalties?

Yes. The first ticket is \$50 plus court fees and the second and later tickets are \$275 plus court fees.

Will this make the roads safer?

Yes, in two ways. In 12 of 15 states with hands free laws, traffic fatalities have decreased by an average of 15 percent [Source: National Safety Council and Insurance Federation based on National Highway Traffic Safety Administration data].

This law will also help law enforcement keep Minnesotans safe. Because drivers aren't allowed to have a phone in their hand, it'll be easier for law enforcement to see violations and take more effective action.

Through public awareness and education, the goal is for Minnesotans to comply with the new law without enforcement action.



How to go Hands Free (from cheapest to most expensive...)

- 1) Don't use your phone when you drive. Put your phone in the glove compartment or trunk or backseat or turn on a "don't-disturb" app and enjoy the drive. It's free and you will be surprised at how many new sites you will see on your drive. A number of large, successful companies have adopted no-phone-use policies while driving on company time and after getting used to it, they report being happier and at least as productive as when they used their phones.
- 2) Use a single earphone that has the microphone and you are hands free. Remember, using earphones in both ears at the same time is illegal in Minnesota.
- 3) Pair your phone to your current car or truck. If your existing vehicle and phone can talk to each other, pair up and go hands free.
- 4) Buy an auxiliary cable and connect your phone's earphone jack to your car's AUX jack. You can operate your phone by voice or single touch and listen through your cars audio system. Auxiliary cables can be purchased for less than \$5.
- 5) If your car is older and doesn't have an AUX jack but has a cassette player, you can buy an adapter that fits into the cassette player that allows you to connect your phone through the earphone jack. The cassette adapters cost about \$30.
- 6) Buy a holder to clip your phone to the dash. You can use it in a voice activated or single-touch mode. Clips can be simple and cheap or complicated. Make sure you get one that holds your phone securely. Prices range from less than \$5 to \$50.
- 7) Buy a Bluetooth speaker or earphone to pair with your phone. There are many after-market choices for both. All of which let you go hands free. Prices are generally in the \$10-\$50.





Strategic Plan 2020-2024
Community Input Sessions

Lincoln County (held in conjunction with Staff Input Sessions)

June 10, 2019 – Lincoln County Assembly Room, 1:30pm – 4:30pm

Lyon and Redwood Counties

June 19, 2019 – Lyon County Government Center, Commissioner's Room, 1pm-4pm

Murray, Pipestone and Rock Counties

June 26, 2019 – SWHHS Pipestone Conference Room, 1pm – 4pm

More information will be sent prior to the sessions.

Please RSVP to Carol Biren at least one week prior to the session – carol.biren@swmhhs.com or 507-532-4136



Position Request Form

SECTION 1: Process
<ol style="list-style-type: none"> 1. Supervisors will complete the internal position justification form and submit to their Division Director. 2. Division Director completes position request form outlining their justification for requesting a new or open position and submits to Director. 3. Executive Team will review requests. Director will make final recommendations to the SWHHS Governing Board.
SECTION 2: New Position Information
<p>New Position Title: Eligibility Worker Division/Unit: Income Maintenance</p> <p>New Position <input type="checkbox"/> Replacement <input checked="" type="checkbox"/> Permanent <input type="checkbox"/> Temporary <input type="checkbox"/> Promotion <input type="checkbox"/></p> <p>Is Funding Budgeted for This Position? Yes, Budgeted <input checked="" type="checkbox"/> No, Not Budgeted <input type="checkbox"/></p> <p>Desired hire date: asap FTE Requested: yes</p> <p>*Attached additional sheets if necessary.</p> <p>1. What will the essential functions performed by this position include?</p> <p>The essential functions of this position is to perform interactive interviews to elicit eligibility information needed to process applications for all public assistance programs. This position would need to analyze all data to determine initial and on-going eligibility for all Income Maintenance Programs administered by Southwest Health and Human Services as outlined in federal regulations and rules, state statutes, and local rules and policies pertaining to those IM programs .</p> <p>2. Why are you recommending this position be authorized?</p> <p>This position would be filling a position that an employee has turned in a resignation. Currently, without this employee we are running extremely high caseloads. The current caseloads are on average 235 per worker, average caseload throught out the state is 165 cases per employee. This positon would help ensure that all applications would be processed timely and accurately in order to meet all State and Federally regulated timelines.</p>

3. What alternatives to hiring a new position have been considered?

Contracting or hiring temporary workers is not an option due to the specific training requirements of the position.

4. Please indicate how this position will be funded? Check all that apply.

- 100% Levy
- Part Levy/Part Grant or Reimbursement
- 100% Grant or Reimbursement
- Other: [Click or tap here to enter text.](#)

This position is eligible for an average of 50% Federal Fiscal Participation on the first day of employment. Reimbursement is received quartley with the filing of the Income Maintenance Financial Report.

Salary range \$47,339-\$74,294 (salary, fica, pera and insurance contribution)

5. What new or additional funding would support this position? Please identify any NEW dollars available to support this request. Grant resources already committed to existing expenditures should not be listed. Please be detailed.

What is the ROI?

6. What would the impact be to your customers and the community if this position is not authorized?

If this positon would remain vacant, it would affect our State and Federal Audits and our community negatively. If the State and Federal Audits are not passed could affect our agency financially as some audits are tied to enhancement dollars. Our community would be effected negativity, as applications may not be processed timely or incorrectly.

7. How does this position support the core mission of your department?

#4 of the Strategic Plan: Maximize Agency Revenue. Financial workers are 50% FTE from the day they are employed and if we have a small error rate, we do receive enhancement dollars from some of our program areas. In addition, IM programs are provided to help ensure we are meeting the needs of those who are in need and helping them work towards self-sufficiency.

SECTION 3: Signatures

Completed by:	APPROVED <small>By Corey.Remiger at 10:51 am, May 06, 2019</small>	Date: _____
Division Director Signature:	APPROVED <small>By nancy.walker at 10:58 am, May 06, 2019</small>	Date: _____
Director Signature:	APPROVED <small>By Beth Wilms at 3:57 pm, May 08, 2019</small>	Date: _____



Position Request Form

SECTION 1: Process

1. Supervisors will complete the internal position justification form and submit to their Division Director.
2. Division Director completes position request form outlining their justification for requesting a new or open position and submits to Director.
3. Executive Team will review requests. Director will make final recommendations to the SWHHS Governing Board.

SECTION 2: New Position Information

New Position Title: Public Health Nurse

Division/Unit: Public Health

New Position Replacement Permanent Temporary Promotion

Is Funding Budgeted for This Position? Yes, Budgeted No, Not Budgeted

Desired hire date: immediate

FTE Requested: 1.0

1. What will the essential functions performed by this position include?

This position will perform PrimeWest Care Coordination in Pipestone County to MSHO/MSC+ clients living in the nursing home as well as under age 65 clients that are on PrimeWest SNBC (Skilled Needs Basic Care) program in the community and other Community well PrimeWest clients. It will also provide MnChoices/PCA assessments for clients in Pipestone and surrounding counties. This position will be relied on to complete INH therapy for latent TB in Pipestone and Murray counties as needed and ultimately be a part of the team that administers immunizations in Pipestone County.

2. Why are you recommending this position be authorized?

An employee put in her letter of retirement as of June 30, 2019.

In addition to this position we continue to have two open position one in Family Health that was approved fall of 2018 and the PHN adult health position that includes MnChoices and WIC out of the Marshall office that was approved February 2019.

This position is about 90% funded through PrimeWest dollars for care coordination as well as LCTS dollars for MnChoices. SWHHS is required by DHS to complete the services for all clients that qualify.

The position has almost immediate reimbursement through the PrimeWest dollars. The MnChoices piece of the position will require training which could take 1-2 months. It also depends on the qualifications and experience of the person filling the role.

The SNBC care coordination is unique to this position and is not provided at this time by other Public Health staff.

Other PH employees completing MSHO and MnChoices already have caseloads and are providing a variety of services including WIC, MnChoices, FHV, Car Seats, Refugee Health, Immunizations, Follow Along Program and follow-up for latent and active TB.

3. What alternatives to hiring a new position have been considered?

In 2018 we did a mapping in the PH Division. The result was that to keep our programs/services at the current level, if there were changes, it would lead to the “robbing Peter to pay Paul” scenario.

We did look at the Adult Nursing Supervisor taking on some of the additional work, but with the other open position and potential changes coming in 2019 with PrimeWest, this wouldn't be a viable solution.

The Mnchoices assessments could be done by Social Workers but DHS also requires an interdisciplinary team of Public Health nurses and social workers. The social workers are at capacity with caseloads, so this is not a viable solution. The SNBC assessments are unique to PrimeWest. These clients routinely have more medical needs, so to have a nurse in this position aligns with the care coordination needs of this population.

4. Please indicate how this position will be funded? Check all that apply.

- 100% Levy
- Part Levy/Part Grant or Reimbursement
- 100% Grant or Reimbursement
- Other: The current position (30 hours a week) \$67,025 annual (includes salary, PERA, FICA and insurance)
PH nurse salary range (37.5 hours) \$65,062- \$92,801 (includes salary, PERA, FICA and insurance)

%Federal _____ % State _____ % County _10_ %Other _90_ %Grant ___

5. What new or additional funding would support this position? Please identify any NEW dollars available to support this request. Grant resources already committed to existing expenditures should not be listed. Please be detailed.

Being a replacement position but at full time vs 4 days/week there is the potential to bring in additional dollars through PrimeWest, LCTS or fee for service with an extra day for assessments.

What is the ROI?

1. The PCA/MnChoices assessments are completed for clients that are in need of services and potentially will help them remain at home, providing the services to clients in the least restrictive and hopefully least costly environment. The care coordination services provided by the nurse for clients residing in the nursing home is a contracted service by PrimeWest. The role of the care coordinator for nursing home residents is to assure adequate care for the client and assist client/family to access needed services. The Care Coordination role for the SNBC population as well as Community Well clients monitors the clients ability to remain in the community and assists them with accessing services when needed.
2. The case management of clients on INH therapy for latent TB is a core public health function. This follow-up with clients helps them to accurately take the needed medication and prevents them from further converting to active TB.
3. Immunization administration for clients is the best means of prevention of the spread of vaccine preventable diseases.

6. What would the impact be to your customers and the community if this position is not authorized?

MnChoices/PCA assessments are provided with the goal to keep the clients in their homes which is a cost savings for the community. These services may also be delayed and requirements not met if this is not authorized. PrimeWest care coordination is a contractual service and the completion of the contracted services would be in jeopardy without the replacement of this position.

7. How does this position support the core mission of your department?

This position aligns with our Strategic Plan and SWHHS's Community Health Improvement Plan. These preventative services improve the health of our communities.

SECTION 3: Signatures

Completed by: Marie Meyers and Carol Biren Date: _____

Division Director Signature: **APPROVED**
By carol.biren at 10:59 am, May 08, 2019 Date: _____

Director Signature: **APPROVED**
By Beth Wilms at 4:15 pm, May 08, 2019 Date: _____



3650 Kent Street • Shoreview, MN 55126-7012
 Phone: 800.473.7188 • Fax: 651.489.0323
 www.sur-sys.com

INVOICE

Date	Invoice #
4/24/19	19-12539

Bill To:
Southwest Health & Human Services 607 West Main St., Suite 200 Marshall, MN 56258

Ship To:
Southwest Health & Human Services 607 West Main St., Suite 200 Marshall, MN 56258

Customer PO#	Terms	Due Date	Ship Date	Ship Via	Customer ID
Carol Biren	Net 30	5/19/19	4/19/19	US Mail	

Item	Description	Quantity	Unit Price	Amount
4100 - Printing	<p>Southwestern Minnesota Community Health Survey - LINCOLN, LYON, MURRAY, PIPESTONE, REDWOOD & ROCK Counties.</p> <p>Cost includes the following: Form, Letter, Postcard & Envelope Design Printing 8 pg Survey Printing Letter & Reminder Print & Address Postcards Print & Address Outgoing 9x12 Print Business Reply Envelopes Assembly Delivery to Post Office</p>	1	17,387.04	17,387.04

<i>Thank you for your business.</i>			Total	\$17,387.04
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Location	IPS	Comments	Heartland	Comments
Marshall- 12 for Interview Rooms	\$2,684.00		\$1,445.00	
Monthly Monitoring	\$25.99		21.95 x 8	Heartland would use an analog phone line making monitoring less expensive
Annual expense	<u>\$311.88</u>		<u>\$175.60</u>	
Redwood- 3 additional for WIC rooms	\$1,552.06	Redwood Office currently has IPS Billed annually Billed annually Billed annually	\$820.00	Heartland would have to use cell as there are no analog phone lines available
Monthly Monitoring - Court House	\$25.99		31.95 x 3	
Monthly Monitoring - SWHHS	\$25.99		<u>\$95.85</u>	
5 Yr service agreement	<u>\$1,307.00</u>			
Annual expense	<u>\$1,930.76</u>			
Ivanhoe- 1	\$2,188.00		\$895.00	Heartland would have to use cell as there are no analog phone lines available
Monthly Monitoring	\$25.99	31.95 x 1		
Annual expense	<u>\$311.88</u>	<u>\$31.95</u>		
Slayton- 2	\$2,064.00		\$745.00	Heartland would have to use cell as there are no analog phone lines available
Monthly Monitoring	\$25.99	31.95 x 2		
Annual expense	<u>\$311.88</u>	<u>\$63.90</u>		
Luverne				Has portable panic buttons, no new ones needed Luverne office currently uses Heartland or analogue. Billed annually Service calls at \$80/hr + parts
Monthly Monitoring Fee		21.95 x 12		
Annual expense		<u>\$263.40</u>		
	Install and 1st year \$11,354.46 Ongoing monitoring \$1,559.40 + \$1,307 annual maintenance	Install and 1st year \$4,535.70 Ongoing monitoring \$630.70		



1-888-264-6380

Commercial System Worksheet

Customer Name: SWMHHS Ivanhoe Location Date: 02.11.09

Day Phone: _____ Evening Phone: _____

This quote is valid for 60 days from quotation date

Description	Equipment	Optional Equipment	Installation	Total
Caddx Control Panel	1		\$250	\$250.00
LCD Keypad Deluxe	1		\$195	\$195.00
Interior/Outdoor Siren			\$75/\$150	
Door/Window Sensor			\$95	
Overhead Door			\$150	
Motion Detector			\$150	
Pet Immune Motion			\$150	
Tri Tech/Cold Temp Motion			\$175	
Glass Break Sensor			\$125	
Freeze Sensor			\$125	
Carbon Monoxide Detector			\$175	
Water Level Sensor			\$100	
Sump Pump Sensor			\$100	
High & Low Temp Sensor			\$150	
Wireless Receiver			\$100	
Panic Buttons	4		\$75	\$300.00
Zone Expander Module			\$150	
Relay Output Module			\$150	
Portable Pendant			\$75	
Cell Communicator	1		\$150	\$150.00
Additional Labor Hours			\$80	
Additional Misc. Equipment				
Monthly Monitoring with analog line	\$21.95		SUBTOTAL DOWN PAYMENT TOTAL	Analog/ Cell \$745.00/ \$895.00
Monthly Monitoring with cellular	\$31.95			\$745.00/ \$895.00
Open & Close Signals				
Monthly Total	1 of the 2 above			

Security Specialist Vern Zimmer

Client Signature _____



1-888-264-6380

Commercial System Worksheet

Customer Name: SWMHES Redwood Falls Location Date: 02.11.09

This quote is valid for
60 days from quotation date

Day Phone: _____ Evening Phone: _____

Description	Equipment	Optional Equipment	Installation	Total
Caddx Control Panel	1		\$250	\$250.00
LCD Keypad Deluxe	1		\$195	\$195.00
Interior/Outdoor Siren			\$75/\$150	
Door/Window Sensor			\$95	
Overhead Door			\$150	
Motion Detector			\$150	
Pet Immune Motion			\$150	
Tri Tech/Cold Temp Motion			\$175	
Glass Break Sensor			\$125	
Freeze Sensor			\$125	
Carbon Monoxide Detector			\$175	
Water Level Sensor			\$100	
Sump Pump Sensor			\$100	
High & Low Temp Sensor			\$150	
Wireless Receiver			\$100	
Panic Buttons	3		\$75	\$225.00
Zone Expander Module			\$150	
Relay Output Module			\$150	
Portable Pendant			\$75	
Cell Communicator	1		\$150	\$150.00
Additional Labor Hours			\$80	
Additional Misc. Equipment				
Monthly Monitoring analog line	\$21.95			SubTOTAL Analog/ Cell \$670.00/ \$820.00
				DOWN PAYMENT
Monthly Monitoring Cell	\$31.95			TOTAL \$670.00/ \$820.00
Open & Close Signals				
Monthly Total	1 of the 2 above			

Security Specialist Vern Zimmer

Client Signature _____



1-888-264-6380

Commercial System Worksheet

Customer Name: SWMHHS Marshall Location Date: 02.11.09

*This quote is valid for
60 days from quotation date*

Day Phone: _____ Evening Phone: _____

Description	Equipment	Optional Equipment	Installation	Total
Caddx Control Panel	1		\$250	\$250.00
LCD Keypad Deluxe	1		\$195	\$195.00
Interior/Outdoor Siren			\$75/\$150	
Door/Window Sensor			\$95	
Overhead Door			\$150	
Motion Detector			\$150	
Pet Immune Motion			\$150	
Tri Tech/Cold Temp Motion			\$175	
Glass Break Sensor			\$125	
Freeze Sensor			\$125	
Carbon Monoxide Detector			\$175	
Water Level Sensor			\$100	
Sump Pump Sensor			\$100	
High & Low Temp Sensor			\$150	
Wireless Receiver	1		\$100	\$100.00
Panic Buttons	12		\$75	\$900.00
Zone Expander Module			\$150	
Relay Output Module			\$150	
Portable Pendant			\$75	
Cellular Communicator	1		\$150	\$150.00
Additional Labor Hours			\$80	
Additional Misc. Equipment				
				Analog/ Cell
Monthly Monitoring with analog line	\$21.95		SUBTOTAL	\$1,445.00/1,595.00
			DOWN	
			PAYMENT	
Monthly Monitoring with cell	\$31.95		TOTAL	\$1,445.00/\$1,595.00
Open & Close Signals				
Monthly Total	1 of the 2 above			

Security Specialist Vern Zimmer

Client Signature _____



1-888-264-6380

Commercial System Worksheet

Customer Name: SWMHHS Slayton Location Date: 02.11.09

Day Phone: _____ Evening Phone: _____

*This quote is valid for
60 days from quotation date*

Description	Equipment	Optional Equipment	Installation	Total
Caddx Control Panel	1		\$250	\$250.00
LCD Keypad Deluxe	1		\$195	\$195.00
Interior/Outdoor Siren			\$75/\$150	
Door/Window Sensor			\$95	
Overhead Door			\$150	
Motion Detector			\$150	
Pet Immune Motion			\$150	
Tri Tech/Cold Temp Motion			\$175	
Glass Break Sensor			\$125	
Freeze Sensor			\$125	
Carbon Monoxide Detector			\$175	
Water Level Sensor			\$100	
Sump Pump Sensor			\$100	
High & Low Temp Sensor			\$150	
Wireless Receiver			\$100	
Panic Buttons	2		\$75	\$150.00
Zone Expander Module			\$150	
Relay Output Module			\$150	
Portable Pendant			\$75	
Cell Communicator	1		\$150	\$150.00
Additional Labor Hours			\$80	
Additional Misc. Equipment				
				Analog/ Cell
Monthly Monitoring with analog line	\$21.95		SUBTOTAL	\$595.00/ \$745.00
			DOWN PAYMENT	
Monthly Monitoring with cell	\$31.95		TOTAL	\$595.00/ \$745.00
Open & Close Signals				
Monthly Total	1 of the 2 above			

Security Specialist Vern Zimmer

Client Signature _____



14200 Lincoln St NE Suite 100
 Ham Lake, MN 55304
 763-250-9778
 www.ipasec.com

Proposal

February 18, 2019

Summary: PANIC ADDS

Reference #: 1163-70868

Due Date: 3/20/2019

Redwood County
 P.O. Box 130
 303 E 3rd St
 Redwood Falls, MN 56283

Job Name:
 Public Health
 266 E Bridge St
 Redwood Falls, MN 56283

507-637-4041

We Herby Submit Specifications And Estimates For:

Scope of work:

IPS to supply and install 3 Panic duttons to the existing alarm system. This is a turn key solution, everything required for the proper operation of this system is included.

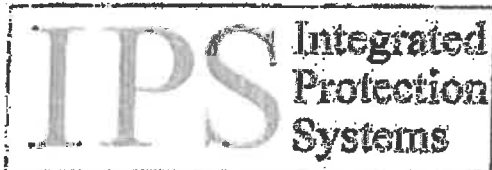
there in no added cost to the monthly monitoring fee.

- 1 x DSC Wireless Receiver
- 3 x Wireless Transmitters
- 3 x Panic Buttons
- Installation
- Programing and testing
- Customer training

	Subtotal	Total
	1552.06	\$1,552.06

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date .

Authorized Signature _____ Acceptance Signature _____ Date _____



14200 Lincoln St NE Suite 100
Ham Lake, MN 55304
763-260-9770
www.ipsec.com

Proposal

March 29, 2019

Summary
Reference #
Exp. Date:

PANIC SYSTEMS
1227-70918
4/28/2019

Job Name

SWHHS
607 West Main
Suite 100
Marshall, MN 56258

We Hereby Submit Specifications And Estimates For:

Scope of work:

IPS to provide and install Panic system in the following locations. All locations and projects will be "turn Key", everything that is required for a proper installation and functioning system is included. Every account would need to be central station monitoring. That fee would be \$25.99 per account per month.

Marshall:

- 01 x Alarm controller
- 01 x Wireless receiver
- 01 x Cellular communications module
- 01 x Touch screen user interface
- 12 x Wireless transmitters
- 12 x panic Buttons

Installation

Programming and testing

Customer training

(System total install cost is \$2684.00)

Ivanhoe:

- 01 x Alarm controller
- 01 x Wireless receiver
- 01 x Cellular communications module
- 01 x Touch screen user interface
- 04 x Wireless transmitters
- 04 x panic Buttons

Installation

Programming and testing

Customer training

(System total install cost is \$2188.00)

Slayton:

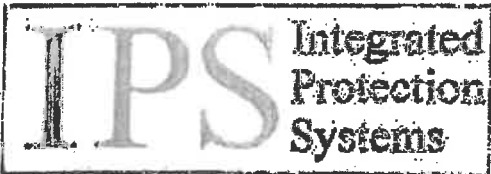
- 01 x Alarm controller
- 01 x Wireless receiver
- 01 x Cellular communications module
- 01 x Touch screen user interface
- 02 x Wireless transmitters
- 02 x panic Buttons

Installation

Programming and testing

Customer training

(System total install cost is \$2064.00)



14200 Lincoln St NE Suite 100
 Ham Lake, MN 55304
 763-250-9779
 www.ipssac.com

Proposal

March 29, 2019

Contract #
 Reference #
 Due Date

PANIC SYSTEMS
 1227-70918
 4/28/2019

Job Name

SWHHS
 607 West Main
 Suite 100
 Marshall, MN 58258

We Hereby Submit Specifications And Estimates For

To add additional Panic location / hardware their individual cost with installation is \$125.00 each

The below TOTAL reflects the monthly monitoring fee per location.

Subtotal	Total
25.99	\$25.99

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date.

Authorized Signature _____ Acceptance Signature _____ Date _____

Customer

Organization	Southwest Health and Human Services		
Address	607 W Main St #200		
City State Zip	Marshall	MN	56258
Phone	(507) 637-4041	Fax	

Purchase Order - Lease

NASPO/ValuePoint Contract #: ADSPO 16-169901
 and / or
 State Participating Addendum (PA) #: 135887 (MN)

Vendor

Company Name	MailFinance, Inc.	FEDERAL ID# 94-2984524	
Attention	Government Sales	DUNS# 150836872	
Address	478 Wheelers Farms Rd		
City State Zip	Milford	CT	06461
Phone	(866) 448-0045	Fax	(203) 301-2600

Ship To

Organization	Southwest Health and Human Services		
Attention	Sarah Kirchner		
Address	266 E Bridge St		
City State Zip	Redwood Falls	MN	56283-1664
Phone	(507) 637-4041	Email	sarah.kirchner@swm

P.O. Number	P.O. Date	Requisitioner	Shipped Via	F.O.B. Point	Terms
			Ground	Destination	Quarterly Invoicing

QTY	Unit	Description	Unit Price	Total
60	Months	Lease Payment	\$329.25	\$19,755.00

Lease payment specified above for products listed below includes, as applicable, reduced price equipment maintenance to reflect first year free, meter rental, meter resets, postal rate changes, software license/support/subscription fees, delivery, installation, and operator training.

Products

QTY	Product ID	Description
1	IN700SH	IN Series 700 Base w/ Mixed Size Feeder, sealer and drop tray
1	INDS7	Dynamic Weighing Platform for IN Series 700/750 Bases
1	WP10STDN	Scale Stand for ISWP10 & INWP10
1	INWP10	IN Series 10 lb Weighing Platform
1	ICPP-15	Power Protector 15 Amp

1) Order is governed under the terms and conditions of the NASPO/ValuePoint Master Price Agreement Contract Number ADSPO16-169901. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

2) Payments will be sent to:
 MailFinance Inc.
 Dept 3682
 PO Box 123682
 Dallas TX 75312-3682

3) Send all correspondence to:
 MailFinance Inc.
 478 Wheelers Farms Rd
 Milford CT 06461

_____	_____
Authorized by	Date
_____	_____
Print Name	Title

BUSINESS CASE

Customer Communication Solution

Prepared for: **Southwest Health & Human Services**

Proposal date: **04/05/2019**

Valid until: **05/31/2019**

Submitted by: **Brian Dykhuizen**

Senior Account Executive

(320) 282-2305

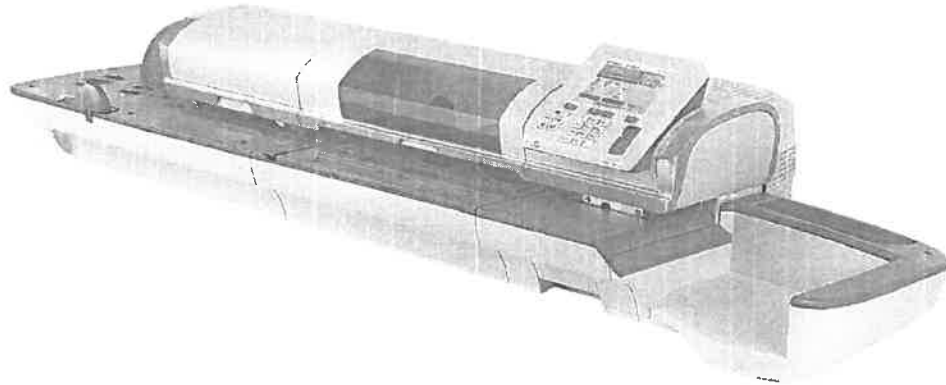
b.dykhuizen@neopost.com

Great Lakes District

Submitted to: **Sarah Kirchner**



Solution Overview



IN-700 DS Mailing System

- Intuitive user interface that includes a color touchscreen and time-saving shortcut keys
- Rate Wizard guides users in choosing the right mail class and optional special services
- Automatic feeding of postcards, letters or large envelopes without sorting by mail piece size
- Dependable envelope sealing that secures the contents of your mail pieces
- In-line dynamic scale weighs, measures, classifies and rates mail pieces on the fly
- External scale auto-adjusts the postage amount for extra-thick envelopes or boxed packages
- Integrated postage label dispenser for easy processing of bulky letters and large envelopes
- Reach productivity levels as high as 140 metered letters per minute (75 in dynamic weighing mode)
- Safeguard your stored postage with PIN code access for each of your operators
- Track pieces processed and postage used for 70 or more accounts/departments
- LAN or wireless connection to refill postage instantly and update postal rates automatically
- Download artwork to print onto your mail pieces - use our free library or create your own
- Uploads postage usage data to your MyNeopost online account for quick and easy analysis
- Download the postage you need now and pay later using NeoFunds® bill-for-postage service

A mid-range mail processing solution with exceptional versatility

Financial Considerations



Product Summary

- IN700DS Mailing System with 10 lb. scale
- In-line dynamic scale weighs, measures, classifies and rates mail pieces on the fly.
- Automatic feeding of postcards, letters or large envelopes without sorting by mail piece size.
- External scale auto-adjusts the postage amount for extra-thick envelopes or boxed packages.
- Reach productivity levels as high as 175 metered mail pieces/min. (110 in dynamic weighing mode)

Cost Summary

Valid Until: 05/31/2019

01	Lease Term (months)	60
02	Monthly Amount	\$329.25

Notes

- All prices are based off the NASPO/Government pricing contract.
- Includes professional installation and expert training.
- Price includes meter rental, machine rental and maintenance agreement for the term of the lease.



(320) 282-2305



b.dykhuizen@neopost.com



neopost.com


NEOPOST.

Neopost at a Glance

Neopost solutions enable companies to expertly send and receive digital documents, physical mail and packages, helping them to better connect with their customers.



Our Expertise



Digital Solutions

Neopost technology manages data quality and enhances documents to optimize print-to-mail and digital delivery workflow.



Mailing Solutions

Every year, Neopost equipment addresses, fills and meters billions of mail pieces for hundreds of thousands of U.S. companies.



Shipping Solutions

Neopost systems empower businesses to control rising shipping costs and streamline the handling of inbound packages.

Business Impact

Neopost delivers measurable process improvements to advance your key business objectives, including:



Customer Engagement

Improve acquisition, satisfaction and retention



Revenue Growth

Increase sales, market share and profit



Risk Mitigation

Enhance security and regulation compliance



Expense Control

Maximize productivity and reduce costs

Get the Postage You Need Now & Pay For It Later

Welcome to the NeoFunds® postage payment service. We are confident that this service will simplify your postage payment process. With NeoFunds®, you can print postage now and pay later, giving you greater flexibility and control in managing your business and mailing operations.

How does Neopost's NeoFunds® service work? You can download the postage that you need, whenever you need it – no need to prepay. We will pay the Postal Service for you for the postage that you requested. Each month that you have account activity, you'll receive a NeoFunds® postage invoice that itemizes all of the postage downloads into your mailing machine for that monthly billing period. You can take up to 28 days from the statement date to pay by check, ACH, or online.

How much postage can I download? Your account limits are set up based on the type of mailing system that you have:

Mailing System	Plan Name	Free Transaction Limit	Total Account Limit
Low Volume	Basic PLUS	\$700 per monthly billing period	\$1,500
Mid to High Volume	Advantage PLUS	\$4,000 per monthly billing period	\$8,500

How are transaction fees assessed? You are pre-approved to download up to the Free Transaction Limit postage each month with no transaction fees. Monthly postage that exceeds the Free Transaction Limit in any monthly billing period is subject to a 1% Flex Limit Fee. For example, if your Free Transaction limit is \$4,000 and you add \$5,000 postage to your meter in a monthly billing cycle, you will be billed \$10 Monthly Flex Limit Fee ($\$5,000 - \$4,000 = \$1,000 \times 1\% = \10).

Can I increase the amount of postage available for download from NeoFunds®? Yes. Simply call our Customer Service Department to arrange an increase in the amount of your Total Account Limit.

Can I choose my statement date and corresponding due date? Yes. You may choose a different statement date than the one assigned automatically at the time of enrollment. Approximate statements dates to choose from are the 1st, 5th, 10th, 15th, and 22nd of each month.

Must I pay the entire NeoFunds® statement balance by the due date? You must pay at least the minimum payment by the due date indicated on your NeoFunds® statement. Finance charges may apply for payments that are less than the total balance owed. A late fee may apply if you do not make the minimum payment by the due date indicated on your invoice.

Can I view my statement and manage my account online? Yes. Through **MyNeopost** you can access your NeoFunds® account online, which makes monitoring and tracking of all your NeoFunds® account activity easy. You can access NeoFunds® statements, see account activity, make online payments, and create e-mail alerts.



MailFinance, the financial services arm of Neopost USA, is a multi-million-dollar leasing company that provides single-source, customized and customer-friendly leasing programs.

Because leasing leverages technology while providing simplified financing and cash flow forecasting, most customers choose to lease their Neopost product solutions. Other unique benefits of leasing with MailFinance include:

No Need to Compromise. Leasing offers you the technology and associated productivity you require while meeting cash flow needs. Lease term lengths typically correspond to the useful life of hardware, so you're paying for the equipment as you use it rather than all at once.

Conserve Working Capital and Credit. By leasing with MailFinance, your organization can retain available lines of credit at other lending institutions and preserve valuable working capital to grow and manage your business.

Leasing Is 100% Financing. Unlike a bank loan, there is no down payment required to lease with MailFinance. Soft costs such as meter rental, maintenance agreements and software subscriptions can also be included in your lease payment and fixed for the entire term.

Overcome Budget Limitations. In situations where active budgets would ordinarily delay or prevent new equipment acquisitions, MailFinance can customize your lease agreement to accommodate both current and future budgetary requirements.

Flexibility. As a Neopost customer, we provide your organization with maximum flexibility to upgrade or add equipment at any time in order to satisfy changes in your business requirements.

Keep Pace with Technology. Technology advances so rapidly that equipment can become obsolete within a few years. Leasing allows you to regularly upgrade systems to a state-of-the-art level, eliminating the inefficiencies associated with owning outdated equipment.



**Postal Composition Summary for:
SOUTHWEST HEALTH AND HUMAN SERVICES**

Account Information			
Account Address:	266 E Bridge St REDWOOD FALLS, MN 56283-1664	Report Date:	4/4/2019
Mailing Machine:	IN-700	Last Data Upload:	10/2/2018
Meter Serial #:	11244998	Sales Rep:	Brian Dykhuizen
		Data Status:	Actual Activity (365 Days)

Mail Type	Last Year (Jan/17 - Dec/17)		Rolling Year (Oct/17 - Sept/18)	
	Pieces #	Postage \$	Pieces #	Postage \$
Postcards				
Letters	24,053	\$16,145	23,130	\$16,974
Flats (Large Envelopes)	1,937	\$3,413	2,024	\$3,456
Parcels (all types)	614	\$4,212	422	\$2,794
International Mail				
Manual Entry	302	\$721	345	\$857
Unknown / Other				
Total	26,906	\$24,491	25,921	\$24,081

Mail Class	Letters - Rolling Year		Flats - Rolling Year	
	Pieces #	Postage \$	Pieces #	Postage \$
First-Class Mail® Single	23,130	\$16,974	2,024	\$3,456
First-Class Mail® Presort				
First-Class Mail® Auto				
USPS Marketing Mail™				

Accountable Mail – Rolling Year	Pieces #	Postage \$
Certified Mail™ <i>without</i> Return Receipt		
Certified Mail™ <i>with</i> Return Receipt	810	\$5,484
Electronic Return Receipt Savings Estimate*		\$1,013

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Postal Composition Summary for: SOUTHWEST HEALTH AND HUMAN SERVICES

Shipping Class	Envelopes - Rolling Year		Boxes - Rolling Year	
	Pieces #	Postage \$	Pieces #	Postage \$
FC Pkg Service Retail			99	\$349
Priority Mail®			323	\$2,445
Priority Mail® Flat Rate				
Priority Mail® Express				
Priority Mail® Exp. Flat Rt.				
Retail Ground™				
Other				
CBP Eligible**			422	\$2,794
CBP Savings Estimate				\$309

*Does not include substantial process improvements and time savings

**Number of Priority Mail®, Priority Mail® Express and First-Class Package Service® Retail items that qualify for USPS®

Commercial Base Pricing discounts but were mailed at retail rates.

Note:

This Postal Composition Summary is based upon your actual mailing system usage. Rolling Year activity represents an annual snapshot for the period indicated. The completeness and accuracy of this report depends upon the availability of data for the full snapshot period. If your system was placed into service during this period or did not upload usage data by the close of the snapshot period, an annual usage estimate was calculated from the available data indicated by the number of days in the parentheses. You can view your most current mailing system activity online at MyNeopost.com.

1	NV90	NV90 - INVIEW Subscription
1	NV90KIT	Inview Welcome Kit
1	NV99	INVIEW MMS Base Software
1	NV99KIT	Inview Welcome Kit
1	SBTA	DM400C Digital Meter System
1	SJ40	SoftGuard for DM400
1	STDSLA	Standard SLA-Equipment Service Agreement (for DM400C Digital Mailing System)
1	SV6A	DM Series Analytics (100 Accounts)
1	WIF4	DM Series WiFi Option - POINT OF SALE

Your Payment Plan

Initial Term: 63 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
63	\$ 269.57	\$ 808.71

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power[®] transaction fees included
- Purchase Power[®] transaction fees extra

*Does not include any applicable sales, use, or property taxes which will be billed separately.

Your Signature Below

By signing below, you agree to be bound by all the terms of this Agreement including the Pitney Bowes Terms (Version 1/19), which are available at <http://www.pb.com/termsconditions> and are incorporated by reference. You acknowledge that you may not cancel the lease for any reason and that all payment obligations are unconditional. The lease will be binding on us after we have completed our credit and documentation approval process and have signed below. The lease requires you either to provide proof of insurance or participate in the ValueMAX[®] equipment protection program (see Section 15 of the Pitney Bowes Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Michael Gibson

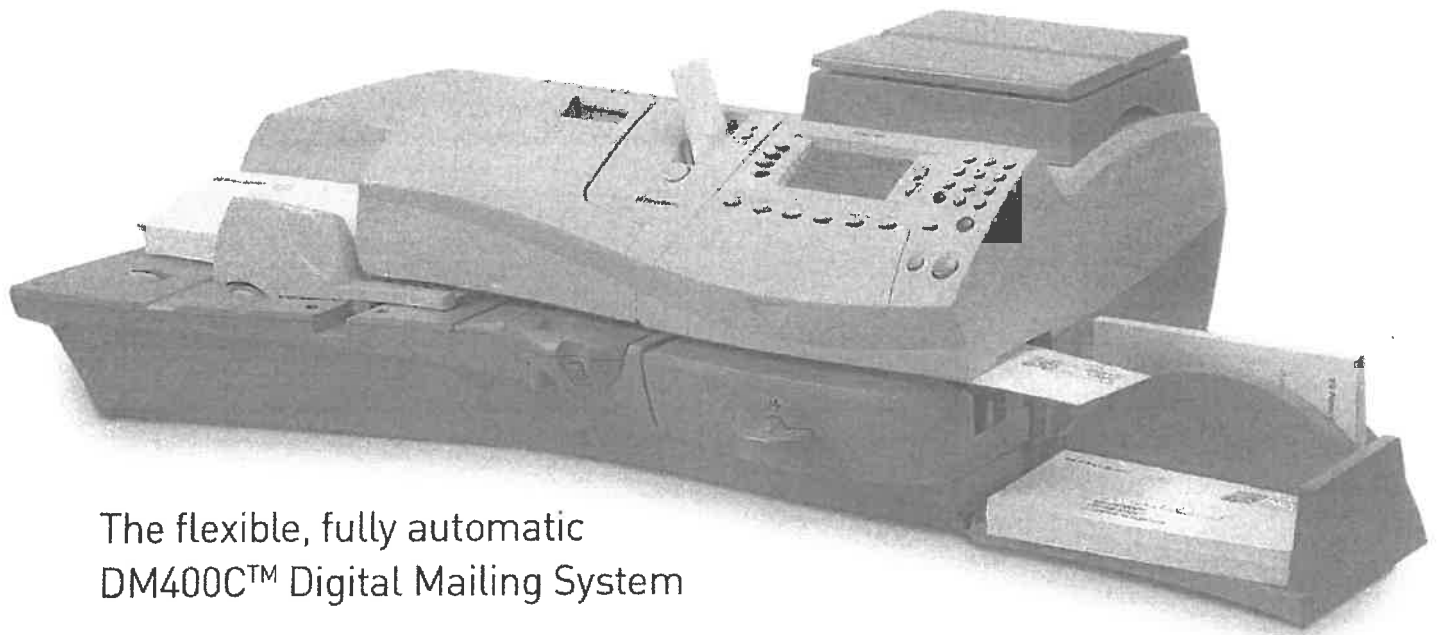
michael.gibson@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

Performance by design



The flexible, fully automatic
DM400C™ Digital Mailing System

 Pitney Bowes

Design your ideal mailroom

Customize a high-performing mail solution around the specific needs of your business.

With the DM400C, you select the speed, weighing platform, accounting reports and promotional capabilities that fit your goals, budgets and objectives. Automatic feeders process mail with no operator assistance required, so you can reach more customers, more efficiently, for less.

Custom-fit automation

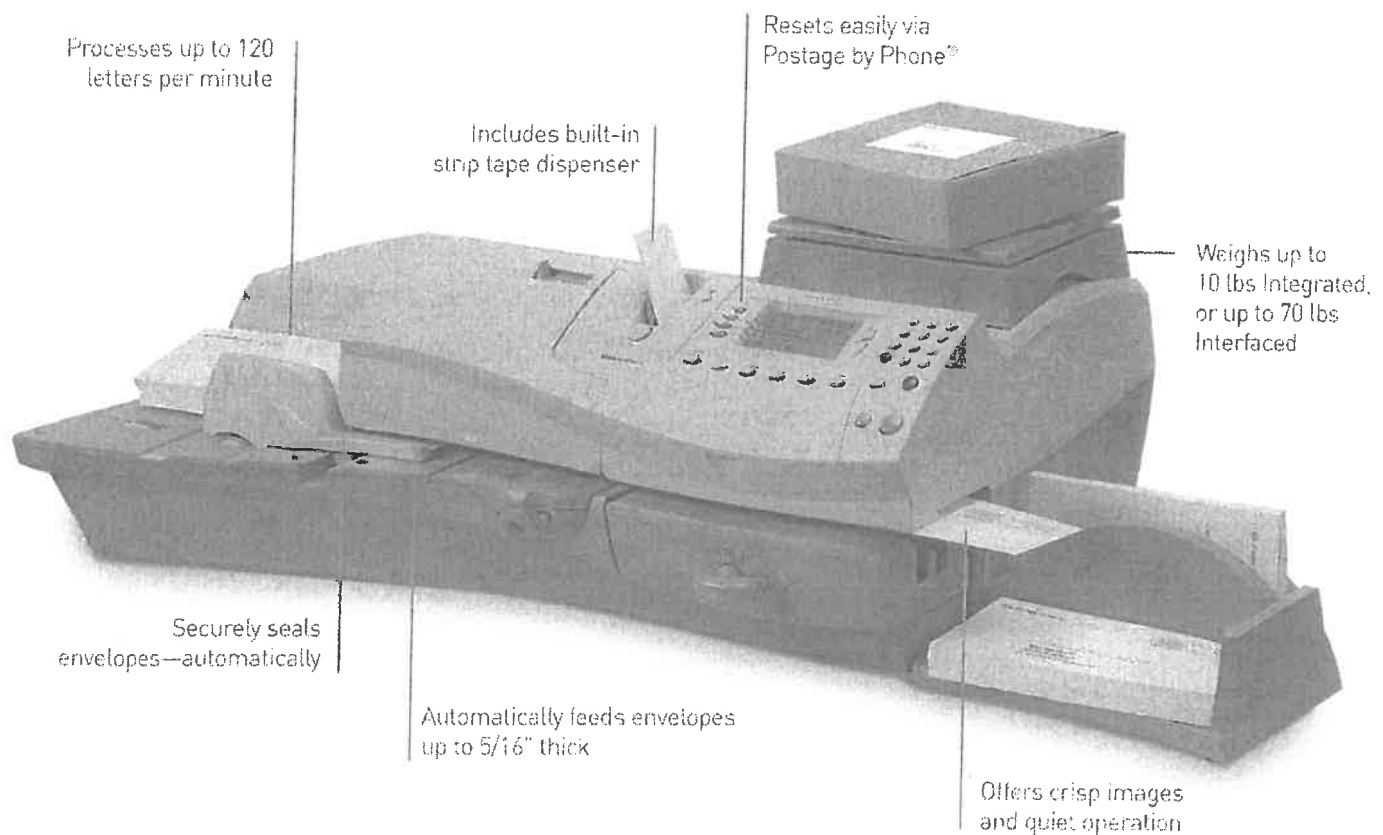
The versatile DM400C digital mailing system is available at 70, 95 or 120 letters per minute, so you can choose the perfect combination of economy and speed. Tailor this system to the unique volume demands of your business, whether you send monthly statements, daily parcels or large quarterly mailings.

Simplified operations

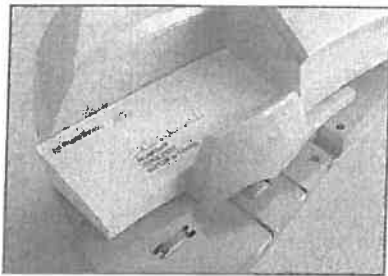
The intuitive design, clearly labeled keys and all-in-one dashboard make the DM400C easy to operate. You can preset your ten most common jobs and process mail at the push of a button.

- QWERTY keyboard provides for easy operation
- Built-in tape strip feeder makes it easy to handle oversized mailpieces and parcels
- 24/7 connection via LAN, PC or analog line for instant download of postal updates, software and graphics

Equipped for your business

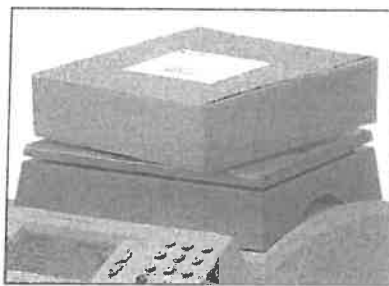


Accelerate mail processing on your terms



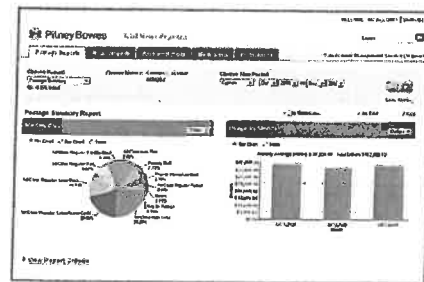
Increase your productivity

Get more done, hour after hour. Automatic feeders accommodate a wide variety of mail sizes and will load your mail with precision, so even inexperienced operators can reach performance speeds. Extended bump rollers feed mail more consistently than gravity-fed systems, so users can walk away and handle other tasks while processing mail more rapidly than hand-fed systems.



Weigh and rate mail accurately—on the fly

Enjoy bigger savings with a smaller footprint. The integrated 2, 5 or 10lb scale automatically calculates the correct postage. Differential weighing intelligence lets you process mixed-weight letters and flats at the same time, boosting productivity. You can even add a compact 30 or 70lb platform to accommodate larger parcels, turning your mailroom into a full-service shipping center.



Drill down to the details

Gain instant visibility, meaningful insight, and eliminate cumbersome manual reports. INVIEW™ Total Meter Reporting provides a consolidated view of postage spend and meter performance across your organization—drilling down to every detail:

- Daily and monthly piece counts
- Postage spend by class
- Tracking by location, department or account

INVIEW makes it easy to view information right from your mailing system; or download customized reports and manage cost-center allocations via our secure Web portal.

Connect instantly to money-saving services

Enjoy flexible connectivity. With the DM400C, you can link directly to Pitney Bowes and the USPS®, 24/7, via your PC, Local Area Network or any analog connection. Download rates, update software and gain instant access to a broad range of USPS special services, including:

- Delivery Confirmation™
- Signature Confirmation™
- Electronic Return Receipt™



With the DM400, you'll also qualify for Commercial Base Rates, saving you money on Priority Mail® and Express Mail® services. These discounted rates—lower than USPS retail prices—are available exclusively to qualified mailing system customers.

With the right system at the right price, there's no need to sacrifice on speed or performance.



Promote your business in new, exciting ways

Achieve more with every mailing. Engage your customers with targeted text and graphics or start simple by keying in promotional messages. Download a customized envelope ad for even greater impact. Reach smartphone users with QR codes and turn your mail into a new source of traffic for your website or mobile landing page.

DM400C™ Digital Mailing System

System Specifications

Size:	W 33" x D 17.5" x H 12.3" (dimensions exclude stacking tray)
Max. Speed:	Up to 70, 95 or 120 letters per minute
Media Sizes:	Min.: 3" x 4.13"; Max.: 11.6" x 13.39"
Media Thickness:	Min.: .007" Max.: .3125"
Tape:	Auto strip up to 50 tapes
Job Presets:	10
Integrated Weighing Options:	2 lb., 5 lb. or 10 lb.
Interfaced Weighing Options:	30 lb. or 70 lb.
Connectivity Requirements:	Constant Connection – High Speed Internet Connectivity - Supplied installation kit includes LAN adaptor and 14' Ethernet cable PC Meter Connect Optional analog modem connectivity available
Postal Compliance:	Digital IBIP
Weight:	29.0 lbs., approximate
Electrical:	100-240 VAC, 50/60 Hz, .65-3A
Approvals:	UL-approved, FCC-compliant, ENERGY STAR™ compliant

Total flexibility. Added control. Maximum value.

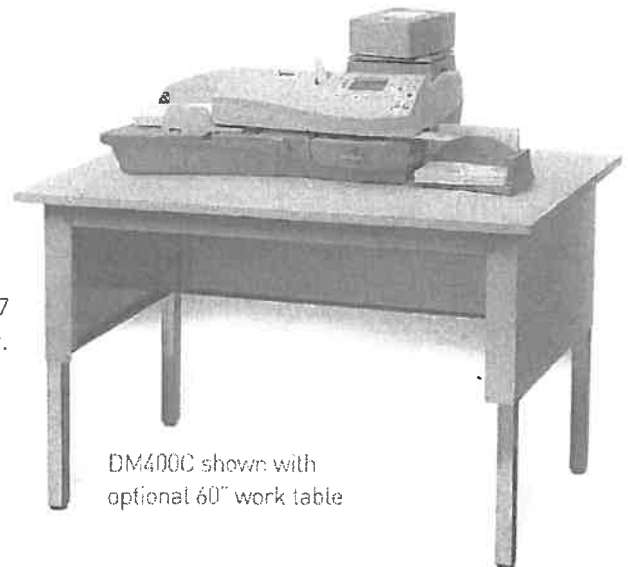
The flexible, fully automatic DM400C Digital Mailing System adds value to mail every step of the way. Customize performance to your needs, and benefit from the broad range of Pitney Bowes advantages including Commercial Base Pricing, Total Postage Management and 24/7 connectivity to money-saving USPS services and critical business insight. Design your ideal mailroom—today—with Pitney Bowes.

Standard Operating Features

- Auto-Dating
- Multiple Tapes (1-50)
- Low Postage Alert
- High Value Protection
- Original Value Resetting
- Sealant Level Indicator
- Seal Only and No Seal Modes
- Low Ink Alert
- Password Security
- Standard Envelope Advertisements
- Standard Postal Inscriptions
- Dual Language Support – English/Spanish

Options

- Enhanced Accounting
- PC Interface
- Report Printer
- Differential Weighing
- Barcode Scanner



DM400C shown with
optional 60" work table



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One Elmcroft Road
Stamford, CT 06926

(800) 322-8000

www.pb.com

**SOUTHWEST HEALTH AND HUMAN SERVICES
ADMINISTRATIVE POLICY NUMBER 1**

EFFECTIVE DATE: 01/01/11

REVISION DATE: 12/17/14, 08/17/16; 05/16/18; 05/15/19

AUTHORITY: Southwest Health and Human Services Joint Governing Board
MN Statutes, Chapter 13
MN Rules Governing Data Privacy, Chapter 1205

--- DATA PRIVACY POLICY AND PROCEDURES ---

Section 1 - Introduction

- a. The purpose of this policy is to assist the staff of Southwest Health and Human Services in complying with the data privacy statutes to: 1) safeguard information about individuals that the agency collects, stores, and creates; and 2) to facilitate access to information that the agency has collected or created according to existing state and federal statutes and rules.
- b. Data privacy is a form of an implied contract between an individual supplying information and the agency needing information to provide services. Implied in this agreement is the intention of supplying information for a specific program purpose. If the information is to be used for another purpose by another program, other individuals or agencies different from public health or human services, the individual must consent to such use. Individuals have the right to know why the information is requested, how it will be used, who will have access to the information. They also have the right to contest accuracy.
- c. The public also has the right to certain information of the agency in order to monitor and evaluate governmental activities. None of these rights are absolute. A privacy policy attempts to maintain a balance between the rights of the individual and the public.

Section 2 – General Principles

- a. Individual Ownership of Data

The MN Government Data Practices Act maintains individual ownership of the individual data collected. Southwest Health and Human Services will own the paper, forms, and files, whereas the individual owns the data that is on these forms. The agency is the caretaker of the individual's data. The individual in a very real sense controls the use of the data. When questions arise, the individual's consent is the most legal and ethical approach to be used in the release of information.

**SOUTHWEST HEALTH AND HUMAN SERVICES
ADMINISTRATIVE POLICY NUMBER 1**

b. Program Information

The MN Government Data Practices Act requires that agencies collect only data which is necessary for the administration of authorized programs. Data which is collected from an individual under the authority of federal or state law must only be used by the program for which it was collected. An exchange of data with personnel outside of the program area must have the individual's signed permission, unless there is a statute that authorizes such release. At the time of collection an individual must be made aware that the data they are providing will be shared with other health and human service employees directly involved in providing program services. Staff has a responsibility to maintain data necessary for program purposes and have records and files that are accurate, current, and complete.

c. Notice of Privacy

The government must give individuals notice when collecting private or confidential information from them. The Notice of Privacy will be given to individuals as per program and their respective requirements. The Notice of Privacy is also posted on SWHHS's website.

d. Release of Information

The MN Government Data Practices Act does not distinguish between an individual's benefit to release information and a detriment to the individual's release of information. Whatever category the data falls into, it is categorized for all purposes. Example: The individual's address can no more be disclosed without the individual's consent for purposes of settling estate than it can be for the purpose of locating an accused criminal. Any letters from attorneys, subpoenas, dispositions, interrogatories, court orders, and request of clients to see their file should be channeled through their supervisor. In addition, one of the privacy officers or designee shall also be notified.

**Section 3 - The MN Government Data Practices Act and the Department of
Administration Rules Establish the Rules Under Which Data and Information is
Compiled, Classified, Maintained, and Distributed**

a. Classification of Data: Data is classified into two main categories and each category is divided into three defined groups.

- **Data on Individuals:** Data on individuals is defined as all data in which an individual can be identified as the subject of that data.
- **Public Data on Individuals:** Data on individuals is public if the statute or rule does not classify the data as private or confidential and is accessible by the public.
- **Private Data on Individuals:** Private data on individuals is data which is not accessible to the public, but is accessible only to the individual

**SOUTHWEST HEALTH AND HUMAN SERVICES
ADMINISTRATIVE POLICY NUMBER 1**

subject of that data and can be released only by the subject of the data's consent.

- **Confidential Data on Individuals:** Confidential data is data on individuals that is classified as confidential by state or federal law, is not accessible by the public, and is not accessible to the individual subject of that data. Client cannot sign to release this information. At a minimum, confidential data includes:
 - medical or psychological information stamped confidential
 - names of reporters
 - adoption records
 - chemical dependency records (per MN Statute Chapter 254A; section 09.)
 - all information related to IRS – IEVS (Income Eligibility Verification Systems), e.g., UNVI or BEER matches.
 - **Data Not on Individuals:** Data not on individuals is all data which is not on individuals and does not allow identification of individuals.
 - Public data is data which is accessible by the public.
 - Non-public data is not accessible by the public.
 - Protected non-public data is data not accessible by the public or the subject of that data.
- b. Summary data means statistical records and reports derived from data on individuals, but in which the individuals are not in any way identifiable. Data or summary data has all data elements that could link the data to a specified individual have been removed and lists of numbers or other data which would uniquely identify an individual is separated from the summary data; it is not available to persons who gain access to or possess summary data. Unless classified elsewhere, summary data is public and may be requested by and made available to any individual or person. Summary data may be requested by a governmental unit if needed for administration and management.

Section 4 - Access to Data

a. Responsible Authority

Each agency, according to the MN Government Data Practices Act is required to appoint a responsible authority. The responsible authority designates the person in charge of the records and policies concerning data privacy.

The Southwest Health and Human Services Joint Governing Board Bylaws list the Director of the agency as the responsible authority and is authorized to assure that the agency acts in accordance with MN Statutes and administrative rules governing data practices.

The responsible authority will designate those individuals who are in charge of

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individual files and systems containing governmental data.

b. Privacy and Security Officers

Beth Wilms, Director, and Carol Biren, Public Health Director, are the designated HIPAA/Data Privacy Officers. They are responsible for the development and implementation of the data privacy policies and procedures. ~~Karri Harvey, Management Information Supervisor~~ Chris Cauwesls, Network Systems Administrator is the designated Security Officer for SWHHS.

c. Request for Government Data

1. Individual Data

When a request is made to view a client's file, this request will be referred to the supervisor in charge of the unit providing service. The supervisor will ensure proper release of information and Request for Disclosure of Information (AG#115) have been obtained. In addition, one of the HIPAA/Data Privacy Officers or designee shall also be notified.

2. Summary Data

Summary data is public data which does not identify individuals. Preparation of summary data may be requested by any person or individual. The request will be made in writing to the Director or designee. The Agency will inform the requester of any necessary costs involved in summarizing the data.

3. Public access to records is limited to normal office hours, excluding holidays. Normal office hours of Southwest Health and Human Services are from 8:00 a.m. to 4:30 p.m. Requests for access shall be submitted in writing on form AG#115 and will receive a response immediately or within 10 working days. The public has the right to look at (inspect), free of charge, all public data that the Agency keeps. The public also has the right to get copies of public data. The MN Government Data Practices Act allows us to charge for copies and SWHHS will charge no more than allowed according to statute

d. Access to private data is limited to:

- the subject of the data,
- entities or individuals given access by expressed written direction of the subject of the data,
- staff members with the Agency whose work assignments require access, and
- persons designated by the courts.

The intended purpose for which the subject provided the data shall be used as the guiding factor in determining which staff has access to the records. All requests shall be made in writing.

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If access to records is denied, the person requesting access must be informed in writing of the reason why access is being denied.

Release of information of private data to a third party can only be done when written consent of the subject of the data has been obtained. The consent form must identify the individual to whom the information can be released and must contain the following information:

- Identify the individual to whom the information can be released.
- The consent form states the general purpose for which the requested information would be used.
- The consent form designates the specific data, appropriate dates, and type of information which is authorized to be released.
- The consent form will be dated and signed.
- The consent form will only be honored if received within 1 year after the date of the signature and can only release information obtained prior to and including the date of the signature.
- The consent form states that such consent may be revoked by the individual at any time.

Parents have the right to look at and get copies of public and private data about their minor children (under the age of 18). Legally appointed guardians have the right to look at and get copies of public and private data about an individual for whom they are appointed guardian.

Minors have the right to ask the Agency not to give data about them to their parent or guardian. The Agency informs the minor that they have this right. We may ask the minor to put their request in writing and to include the reasons why we should deny their parents access to the data. We will make the final decision about the request based on the minor's best interests. The decision will be made with the staff person's supervisor. Information will be documented in the case notes.

e. Verifying Identity

The following constitute proof of identity:

- An adult individual must provide a valid photo ID, such as;
 - a state driver's license
 - a military ID
 - a passport
 - a Minnesota ID
 - a Minnesota tribal ID
- A minor individual must provide a valid photo ID, such as;
 - a state driver's license
 - a military ID

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- a passport
- a Minnesota ID
- a Minnesota Tribal ID
- a Minnesota school ID
- The parent or guardian of a minor must provide a valid photo ID and either;
 - a certified copy of the minor's birth certificate or
 - a certified copy of documents that establish the parent or guardian's relationship to the child, such as;
 - a court order relating to divorce, separation, custody, foster care
 - a foster care contract
 - an affidavit of parentage
- The legal guardian for an individual must provide a valid photo ID and a certified copy of appropriate documentation of formal or informal appointment as guardian, such as;
 - court order(s)
 - valid power of attorney

f. **Appropriate Administrative, Technical and Physical Safeguards**

The Agency will reasonably safeguard private data from any intentional or unintentional use or disclosure that is in violation of the MN Governmental Data Practices Act. Records stored in the Agency will be kept secure at all times. Employees who are handling private data during the course of the day will protect the privacy of the material. In the unfortunate event that we determine a security breach has occurred and an unauthorized person has gained access to your data, we will notify the individual(s) as required by law.

Section 5 – Security of Individual Files

- a. Staff members must also recognize that any information that is gained through work concerning clients is not to be talked about with any other person who does not have the need to know this information. It is also the policy of the agency that cases shall not be discussed in the break room, halls, texting, social media, other communication methods or any place where other people may gain access to that information.
- b. **Employee Sanctions:** If there is a report of non-compliance or if employees fail to comply with the Agency's privacy and security policies or procedures, the Agency will apply appropriate disciplinary sanctions.

Section 6 – Individual's Right to Contest Data and/or Request to Amend Private Data

- a. An individual, parent of a minor or legal guardian has a right to contest the public or private data collected by the Agency.

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- b. The individual, parent of a minor or legal guardian shall notify the agency in writing describing the nature of his contention, disagreement with any specific data contained in the file. A staff person will assist the individual wishing to contest such data. The written notice shall become part of the individual file. If corrections in data need to be made, these will be done by the appropriate staff person. An individual, parent of a minor or legal guardian will be notified in writing about the corrections. If no corrections are necessary, the client, parent of the minor or legal guardian shall be notified of that decision. If files of other individuals have the same inaccuracy, the staff will be instructed to make necessary corrections and send letters of notification to the individuals. If there is any disagreement between the agency and the client, parent of a minor or legal guardian that a satisfactory conclusion has not been reached, the client, parent of the minor or legal guardian has the right to appeal this to the Department of Administration.

Section 7 - Simplified Classification Lists

- a. Data collected during a criminal investigation is classified as confidential by Minnesota Statutes 13.39, Subdivision 2.
- b. Adoption records are classified as confidential by Minnesota Statutes 259.27, Subdivision 3.
- c. Child protection records are classified as private and/or confidential by Minnesota Statutes 626.556, Subdivision 11.
- d. Chemical dependency records are classified as private by 42 CRF 2.1 1976.
- e. Licensing records are classified as public, except personal and personal financial information about family day care and foster care records. All information on the actual license for family day care or foster care is public except social security number and reference. (Licensing information being used in an investigation is protected non-public.)
- f. Data pertaining to medical providers who provide medical services to individuals under the State MA program, including their names and information pertaining to their financial reimbursement for providing such services, is public.
- g. Vendors of services are not classified as individuals under the data privacy law.
- h. Personnel records of all public agencies, including the Merit System, are classified as public except for that information classified as private under Minnesota Statutes. The following data about public employees is public information: name, actual gross salary, salary range, contract fees, pension, value and nature of employee's fringe benefits,

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and the basis for and the amount of any added remuneration including expense reimbursement. In addition to salary; job title, job description, education, training and background, previous work experience, date of first and last employment, the status of any complaints or charges against the employee (whether or not the complainer charged resulted in disciplinary action), the final disposition of any disciplinary action, work location, work telephone number, payroll time sheets that are used to account for employees' work time (except to the extent that the release of time data would reveal the employee's reason for the use of sick or other medical leave or other non-public data), the city and county of residence. This is all contained in Minnesota Statutes Section 13.43, Subdivision 2.

- i. WIC data is considered private.

Section 8 – Breach Investigation and Notification

The HIPAA/Data Privacy and/or Security Officer(s) shall serve as the investigators of the breach process. The investigators shall be responsible for the management of the breach investigation process and coordinating with others in the Agency as appropriate (e.g., administration, human resources, HIPAA, Data Privacy and Security Team, legal counsel, etc.). The investigators or designee shall be the key facilitators for all breach notification processes to the appropriate individuals and/or entities as required by law.

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AUTHORITY: Southwest Health and Human Services
(SWHHS) Joint Governing Board

---HEALTH CARE INSURANCE PORTABILITY & ACCOUNTABILTY ACT (HIPAA)---

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Section 1 – Definitions

Access: Means the ability or the means necessary to read, write, modify, or communicate data/information or otherwise use any system resource.

Agent: An agent of the Agency is determined in accordance with federal common law of agency. The Agency is liable for the acts of its agents. An agency relationship exists if the Agency has the right or authority of the Agency to control the agent’s conduct in the course of performing a service on behalf of the Agency (i.e. give interim instructions, direct the performance of the service).

Agency: For the purposes of this policy, the term “Agency” shall mean SWHHS to which the policy and breach notification apply.

Audit: Internal process of reviewing information system access and activity (e.g., log-ins, file accesses, and security incidents). An audit may be done as a periodic event, as a result of a patient complaint, or suspicion of employee wrongdoing. Audit activities shall also take into consideration SWHHS’ information system Risk Assessment results.

Audit Controls: Technical mechanisms that track and record computer/system activities.

Audit Logs: Records of activity maintained by the system which provide: 1) date and time of significant activity; 2) origin of significant activity; 3) identification of user performing significant activity; and 4) description of attempted or completed significant activity.

Audit Trail: Means to monitor information operations to determine if a security violation occurred by providing a chronological series of logged computer events (audit logs) that relate to an operating system, an application, or user activities. Audit trails provide:

- Individual accountability for activities such as an unauthorized access of ePHI;
- Reconstruction of an unusual occurrence of events such as an intrusion into the system to alter information; and
- Problem analysis such as an investigation into a slowdown in a system’s performance.

An audit trail identifies who (login) did what (create, read, modify, delete, add, etc.) to what (data) and when (date, time).

Breach: Means the acquisition, access, use, or disclosure of protected health information (PHI) in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI and is presumed to be a breach unless the covered entity or business associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

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- The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person who used the PHI or to the disclosure was made;
- Whether the PHI was actually acquired or viewed; and
- The extent to which the risk to the PHI has been mitigated.

Breach excludes:

- Any unintentional acquisition, access or use of PHI by an employee or person acting under the authority of a Covered Entity (CE) or Business Associate (BA) if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
- Any inadvertent disclosure by a person who is authorized to access PHI at a CE or BA to another person authorized to access PHI at the same CE or BA, or organized health care arrangement in which the CE participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule.
- A disclosure of PHI where a CE or BA has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

Business Associate (BA): Under the HIPAA Privacy and Security Rules, a person (or entity) who is not a member of the covered entity's workforce and who performs any function or activity involving the use or disclosure of individually identifiable health information or who provides services to a covered entity that involves the disclosure of individually identifiable health information, such as legal, accounting, consulting, data aggregation, management, accreditation, etc.

Business Associate Agreement (BAA): Under the HIPAA Privacy and Security Rules, a legally binding agreement entered into by a covered entity and business associate that establishes permitted and required uses and disclosures of protected health information (PHI), provides obligations for the business associate to safeguard the information and to report any uses or disclosures not provided for in the agreement, and requires the termination of the agreement if there is a material violation.

Covered Entity (CE): A health plan, health care clearinghouse, or a healthcare provider who transmits any health information in electronic form.

Designated Record Set (DRS): For the Agency's purposes, the following is defined as a designated record set. A group of records maintained by the Agency that is;

- The medical records and billing records about individuals,
- The enrollment, payment, claims adjudication, and case management record systems

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maintained by the agency,

- Used, in whole or in part, by or for the Agency to make decisions about individuals.

Disclosure: Disclosure means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

Electronic Protected Health Information (ePHI): Any individually identifiable health information protected by HIPAA that is transmitted by or stored in electronic media.

Health Care Operations: Health care operations mean the legitimate business activities of our practice. These activities may include quality assessment and improvement activities; fraud & abuse compliance; business planning & development; and business management & general administrative activities. These can also include agency telephoning an individual to remind an individual of appointments, or using a translation service if there is a need to communicate with an individual in person, or on the telephone, in a language other than English.

Health Information: Health information is any information created or received by a health care provider or health plan that relates to: the past, present, or future physical or mental health condition of an individual; the provision of health care to an individual; or payment for the provision of health care to an individual. Health Information includes information pertaining to examinations, medical history, diagnosis, findings or treatment, including such information as: laboratory examinations, X-rays, microscopic slides, photographs, and prescriptions.

HIPAA, Data Privacy and Security Team: Individuals who are knowledgeable about the Agency's HIPAA Privacy and Security policies, procedures, training, computer system set up, and technical security controls, and who are responsible for the Risk Management process and procedures outlined in this policy. This team is comprised of the Security Officer, HIPAA/Data Privacy Officers, Director, Deputy Director, Social Services Division Director, Public Health Director and other team members as needed.

Individually Identifiable Health Information: That information that is a subset of health information, including demographic information collected from an individual, and is created or received by a health care provider, health plan, employer, or health care clearinghouse; and 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 identifies the individual; or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Law Enforcement Official: Any officer or employee of an agency or authority of the United States, a State, a territory, a political subdivision of a State or territory, or an Indian tribe, who is empowered by law to investigate or conduct an official inquiry into a potential violation of

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law; or prosecute or otherwise conduct a criminal, civil, or administrative proceeding arising from an alleged violation of law.

Need to Know: Employees will only be given information that the employee needs to have in order to accomplish a given function and only for proper administration of an appropriate health-related program and HIPAA.

Payment: Payment means our activities to obtain reimbursement for the medical services provided to an individual, including billing, claims management, and collection activities. Payment also may include an individual's insurance carrier's efforts in determining eligibility, claims processing, assessing medical necessity, and utilization review. Payment may also include activities carried out on our behalf by one or more of our collection agencies or agents in order to secure payment on delinquent bills.

Protected Health Information (PHI): Individually identifiable health information that is created by or received by the Agency, including demographic information that identifies an individual, or provides a reasonable basis to believe the information can be used to identify an individual, and relates to:

- Past, present or future physical or mental health or condition of an individual.
- The provision of health care to an individual.
- The past, present, or future payment for the provision of health care to an individual.

Privacy Regulation: Policies and procedures required by HIPAA Standards for Privacy of PHI.

Record: Means any item, collection, or grouping of information that includes PHI data and is maintained, collected, used or disseminated by the Agency.

Risk: The likelihood that a threat will exploit a vulnerability, and the impact of that event on the confidentiality, availability, and integrity of ePHI, other confidential or proprietary electronic information, and other system assets.

Risk Assessment: (Referred to as *Risk Analysis* in the HIPAA Security Rule); the process:

- Identifies the risks to information system security and determines the probability of occurrence and the resulting impact for each threat/vulnerability pair identified given the security controls in place. The Risk Assessment includes administrative, physical, technical and organizational safeguards that enable and govern ePHI that is received, created, maintained or transmitted;
- Prioritizes risks; and
- Results in recommended possible actions/controls that could reduce or offset the determined risk.

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Risk Management: Within this policy, it refers to two major process components: Risk Assessment and Risk Mitigation. This differs from the HIPAA Security Rule, which defines it as a risk mitigation process only.

Risk Mitigation: Referred to as *Risk Management* in the HIPAA Security Rule, and is a process that prioritizes, evaluates, and implements security controls that will reduce or offset the risks determined in the Risk Assessment process to satisfactory levels within the Agency given its mission and available resources.

Tennessee Warning: The government must give individuals notice when collecting private or confidential information from them. This is referred to as a "Tennessee warning notice." Government may also call it a "privacy notice," a "notice of collection of private/confidential data," or something similar. The purpose of the notice is to enable people to make informed decisions about whether to give information about themselves to the government.

Threat: the potential for a particular threat-source to successfully exercise a particular vulnerability. Threats are commonly categorized as:

- Environmental – external fires, HVAC failure/temperature inadequacy, water pipe burst, power failure/fluctuation, etc.
- Human – hackers, data entry, workforce/ex-employees, impersonation, insertion of malicious code, theft, viruses, SPAM, vandalism, etc.
- Natural – fires, floods, electrical storms, tornados, etc.
- Technological – server failure, software failure, ancillary equipment failure, etc. and environmental threats, such as power outages, hazardous material spills.
- Other – explosions, medical emergencies, misuse or resources, etc.

Threat Action: The method by which an attack might be carried out (e.g., hacking, system intrusion, etc.).

Threat Source: Any circumstance or event with the potential to cause harm (intentional or unintentional) to an IT system. Common threat sources can be natural, human or environmental which can impact the Agency's ability to protect ePHI.

Treatment: Treatment means the provision, coordination, or management of an individual's health care and related services by health care providers involved in an individual's care. Students may be a member of the health care team. It includes the coordination or management of health care by a provider with a third party insurance carrier, communication with lab or imaging providers for test results, consultation between agency clinical staff and other health care providers relating to an individual's care, or agency referral of an individual to a specialist physician or facility. Agency treatment includes collaboration with other community agencies to address an individual's health needs, including schools, community

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action agencies, food shelves, transportation providers who are not typically considered “health care” providers.

Trigger Event: Activities that may be indicative of a security breach that require further investigation.

Unsecured Protected Health Information: Protected health information (PHI) that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Pub. L.111-5 on the HHS website.

- Electronic PHI has been encrypted as specified in the HIPAA Security rule by the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without the use of a confidential process or key and such confidential process or key that might enable decryption has not been breached. To avoid a breach of the confidential process or key, these decryption tools should be stored on a device or at a location separate from the data they are used to encrypt or decrypt. The following encryption processes meet this standard.
 - Valid encryption processes for data at rest (i.e. data that resides in databases, file systems and other structured storage systems) Valid encryption processes for data in motion (i.e. data that is moving through a network, including wireless transmission).
- The media on which the PHI is stored or recorded has been destroyed in the following ways:
 - Paper, film, or other hard copy media have been shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.

Vulnerability: A weakness or flaw in an information system that can be accidentally triggered or intentionally exploited by a threat and lead to a compromise in the integrity of that system, i.e., resulting in a security breach or violation of policy.

Workforce: Workforce means employees, Board members, volunteers, trainees, students and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such entity, whether or not they are paid by the covered entity or business associate.

Section 2 – Purpose

- a. The Federal Health Insurance Portability and Accountability Act (HIPAA) was passed by Congress in 1996. HIPAA responds to concerns from citizens, the health care industry and government agencies for enhanced security and privacy of individual health information. In passing HIPAA, Congress intended to:

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- Improve the portability and continuity of health insurance coverage for consumers;
- Combat waste, fraud, and abuse in health insurance and health care delivery;
- Standardize electronic data interchanges between health care organizations;
- Protect the security, privacy, and availability of individual health information.

Section 3 – HIPAA/Data Privacy Officers and Security Officer

a. Beth Wilms, Director and Carol Biren, Public Health Director are the designated HIPAA/Data Privacy Officers and ~~Karri Harvey, Management Information Supervisor~~, Chris Cauwels, Network System Administrator is the Security Officer for HIPAA/Data Privacy purposes. These people are responsible for the development and implementation of the policies and procedures required by HIPAA Standards for Privacy of Individuals Identifiable Health Information (IIHI) or Electronic Individuals Identifiable Health Information (eIIHI), hereafter referred to as Protected Health Information (PHI) and the privacy regulation. The HIPAA/Data Privacy Officers also serve as the people to receive complaints and who should provide further information about matters covered by the privacy notice. The HIPAA/Data Privacy Officers need to be familiar with the privacy regulation. Delegation of some of these duties may be given to other employees of the agency. Responsibilities of the HIPAA/Data Privacy Officers and Security Officer will include:

- Building a strategic and comprehensive privacy program that defines, develops, maintains and implements policies and procedures that enable consistent, effective privacy and security practices which minimize risk and ensure the confidentiality of PHI, paper and/or electronic, across all media types. Ensures privacy forms, policies, standards, and procedures are up-to-date.
- Serves in a leadership role for privacy compliance.
- HIPAA/Data Privacy Officers collaborate with the Security Officer to ensure alignment between security and privacy compliance programs including policies, practices, investigations, and acts as a liaison to the IT department.
- HIPAA/Data Privacy Officers establishes, with the Security Officer, an ongoing process to track, investigate and report inappropriate access and disclosure of PHI. Monitor patterns of inappropriate access and/or disclosure of PHI.
- Performs or oversees initial and periodic HIPAA Privacy and Security Risk Assessment and Risk Mitigation Plans.
- Facilitates audits to validate Security compliance efforts throughout the Agency.
- Takes a lead role, to ensure the Agency has and maintains appropriate privacy and confidentiality consents, authorization forms and information notices and materials reflecting current Agency and legal practices and requirements.
- Oversees, develops and delivers initial and ongoing privacy and security training to the workforce.

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- Participates in the development, implementation, and ongoing compliance monitoring of all business associates and business associate agreements, to ensure all privacy concerns, requirements, and responsibilities are addressed.
- Works cooperatively with Public Health and other applicable Agency units in overseeing individual rights to inspect, amend, and restrict access to PHI when appropriate.
- Manages all required breach determination and notification processes under HIPAA and applicable State breach rules and requirements.
- Establishes and administers a process for investigating and acting on privacy and security complaints.
- Performs required breach investigations, documentation, and mitigation. Works with Human Resources to ensure consistent application of sanctions for privacy and security violations.
- Initiates, facilitates and promotes activities to foster information privacy and security awareness within the Agency and related entities.
- Maintains current knowledge of applicable federal and state privacy laws and accreditation standards.
- Works with Agency administration, legal counsel, and other related parties to represent the Agency's information privacy interests with external parties (state or local government bodies) who undertake to adopt or amend privacy legislation, regulation, or standard.
- Cooperates with the U.S. Department of Health and Human Service's Office for Civil Rights, State regulators and/or other legal entities in any compliance reviews or investigations.
- Serves as information privacy resource to the Agency regarding release of information and to all departments for all privacy related issues.

Section 4 - Use and Disclosure

- a. **Notice of Privacy** – The Notice of Privacy will be given to individuals as per program and their respective requirements. The Notice of Privacy is also posted on SWHHS's website.
- b. **Uses and Disclosures** - For appropriate uses, the Agency is permitted to use and disclose PHI as follows:
- To the individual who is the subject of the data.
 - Those persons or entities that are authorized by the individual to receive their PHI.
 - Those entities that are required or allowed by the privacy regulations and state law.
 - Those employees on a need to know basis. Employees will only be given information that the employee needs to have in order to accomplish a given function.

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- c. **Disclosure of Information**
- Requests for copies of PHI in the DRS shall be managed by the HIPAA/Data Privacy Officers or designee.
 - Employees will not release PHI without approval of HIPAA/Data Privacy Officers or designee.
 - Please refer to the Request for PHI (section 5) for specific practice.
 - All individuals will be asked to sign the Authorization for Release of Information or the Tennessean Warning at the time of the initial visit and annually thereafter. The Release or the Tennessean includes the statement for disclosure of PHI for the purposes of treatment, payment, and healthcare operations.
- d. **Confirmation of a Valid Authorization**
- A valid authorization consists of a written request that includes:
 - Name of individual
 - Who is disclosing the information
 - Who is receiving the information
 - Description of information being disclosed
 - Purpose of disclosure
 - Signature and date
 - Effective / Expiration date
 - Statement of right to revoke
 - Statement of condition of treatment, payment, and healthcare operations
 - Potential for redisclosure
 - If any pieces of the authorization above are missing, the requestor will be contacted and requested to properly complete a disclosure for PHI.
 - If the individual is a minor, the parent and/or guardian is responsible for the signature on the authorization. SWHHS will provide verification that the individual is the responsible party for the individual.
- e. **Routine and Non-Routine Disclosures** will be individually evaluated and processed per request. The Agency will ensure that only the minimum amount of information is disclosed to satisfy the request.
- f. **Limit Use Disclosures to Those Authorized by the Individual**
PHI will be provided to the individual and to the Office of Civil Rights. Disclosure of PHI will be allowed under the following circumstances:
- If the individual has authorized a use or disclosure;
 - If the disclosure is for health care operations, payment or treatment and the individual has signed a consent form for the Agency, or a consent form is not required;

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- If the individual has agreed to the disclosure for a facility directory or to an individual necessary for the care of the individual; or
- If the disclosure is one of the social responsibility disclosures and all conditions for such disclosure are met. Social responsibility disclosures include:
 - Uses and disclosures required by law;
 - Use and disclosures for public health activities;
 - Disclosures about victims of abuse, neglect or domestic violence;
 - Uses and disclosures for health oversight activities;
 - Disclosures for judicial and administrative hearings;
 - Disclosures for law enforcement purposes;
 - Uses and disclosures about decedents;
 - Uses and disclosures to avert a serious threat to health or safety;
 - Uses and disclosures for specialized government functions; and
 - Disclosures for workers' compensation.

g. Limit Request to Minimum Necessary

The Agency will limit its requests for disclosure of PHI to the amount necessary to accomplish the purpose for which the request is made. Only individuals with a legitimate need to know may use or disclose PHI. Each individual may only use or disclose the minimum information necessary to perform their designated role regardless of the extent of access provided to them.

h. Ability to Rely on Request for Minimum Necessary

The Agency may rely on a reasonable request as the minimum necessary for the stated purpose(s) when:

- The disclosure is to a public official as allowed in the social responsibility reporting.
- The information is requested by another covered entity.
- The information is requested by an employee or business associate of the agency.

i. Verification Policies

Before disclosing PHI, the Agency will verify the identity of the person requesting the PHI and the authority of that person to have access. The Agency may rely on written statements, if such reliance is reasonable. For public officials, the Agency may rely on an identification badge or a letter written on government letterhead.

The Agency will treat a personal representative as the individual for purposes of the privacy regulations:

- A personal representative is someone who has, under applicable law, the authority to act on behalf of an individual in making decisions related to health care.
- The Agency will abide by special provisions for un-emancipated minors,

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deceased individuals, and abuse-neglect and endangerment situations.

Verifying Identity

The following constitute proof of identity:

- An adult individual must provide a valid photo ID, such as;
 - a state driver's license
 - a military ID
 - a passport
 - a Minnesota ID
 - a Minnesota tribal ID
- A minor individual must provide a valid photo ID, such as;
 - a state driver's license
 - a military ID
 - a passport
 - a Minnesota ID
 - a Minnesota Tribal ID
 - a Minnesota school ID
- The parent or guardian of a minor must provide a valid photo ID and either;
 - a certified copy of the minor's birth certificate or
 - a certified copy of documents that establish the parent or guardian's relationship to the child, such as;
 - a court order relating to divorce, separation, custody, foster care
 - a foster care contract
 - an affidavit of parentage
- The legal guardian for an individual must provide a valid photo ID and a certified copy of appropriate documentation of formal or informal appointment as guardian, such as;
 - court order(s)
 - valid power of attorney

i. **Uses and Disclosures of PHI Permitted or Required by Law**

In some circumstances, SWHHS may be legally bound to use or disclose an individual's PHI without an individual's consent or authorization. State and federal privacy law permits or requires such use or disclosures regardless of an individual's consent or authorization in certain situations, including, but not limited to:

- **Emergencies:** If an individual is incapacitated and requires emergency medical treatment, the Agency will use and disclose PHI to ensure the necessary medical services are received. The Agency will attempt to obtain consent as soon as practical following treatment.
- **Others involved in an individual's Healthcare:** Upon an individual's verbal authorization, the Agency may disclose, to a family member, close friend or

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other person an individual designates, only that PHI that directly relates to that individual's involvement in an individual's healthcare and treatment. The Agency may also need to use PHI to notify a family member, personal representative or someone else responsible for an individual's care of an individual's location and general condition.

- **Communication barriers:** If the Agency tries but cannot obtain an individual's consent to use or disclose an individual's PHI because of substantial communication barriers and an individual's physician, using his or her professional judgment, infers that an individual consents to the use or disclosure, or the physician determines that a limited disclosure is in the individual's best interests, the Agency may permit the use or disclosure.
- **Required by Law:** The Agency may disclose PHI to the extent that its use or disclosure is required by law. This disclosure will be made in compliance with the law and will be limited to the relevant requirements of the law.
- **Regulatory Activities:** The Agency may disclose PHI to an authorized public health authority to prevent or control disease, injury, or disability or to comply with state child or adult abuse or neglect law. The Agency is obligated to report suspicion of abuse and neglect to the appropriate regulatory agency.
- **Food and Drug Administration:** The Agency may disclose PHI to a person or company as required by the Food and Drug Administration to report adverse events, product defects or problems, biologic product deviations as well as to track product usage, enable product recalls, make repairs or replacements or to conduct post-marketing surveillance.
- **Health oversight activities:** The Agency may disclose an individual's PHI to a health oversight agency for audits, investigations, inspections, and other activities necessary for the appropriate oversight of the health care system and government benefit programs such as Medicare and Medicaid.
- **Judicial and administrative proceedings:** The Agency may only disclose an individual's PHI in the course of any judicial or administrative proceeding in response to a court order expressly directing disclosure, or in accordance with specific statutory obligation compelling us to do so, or with individual's permission.
- **Law enforcement activities:** The Agency may not disclose an individual's PHI to a law enforcement officer for law enforcement purposes without court order, statutory obligation or patient authorization.
- **Coroners, medical examiners, funeral directors and organ donation organizations:** The Agency may disclose an individual's PHI to a coroner or medical examiner for the purpose of identifying a deceased person, determining a cause of death, or other lawful duties. The Agency also may disclose an individual's PHI to enable a funeral director to carry out his or her lawful duties. PHI may also be disclosed to organ banks for cadaveric organ, eye, bone, tissue and other donation purposes.

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- **Serious threats to health or safety:** The Agency may disclose an individual's PHI to prevent or lessen a serious and imminent threat to the health or safety of a person or the public.
- **Military activity & national security:** The Agency may disclose the PHI of members of the armed forces for activities deemed necessary by appropriate military command authorities to assure proper execution of the military mission. The Agency also may disclose an individual's PHI to certain federal officials for lawful intelligence and other national security activities.
- **Worker's Compensation:** The Agency may disclose an individual's PHI as authorized to comply with worker's compensation law.
- **U.S. Department of Health and Human Services:** The Agency must disclose an individual's PHI to that individual upon request and to the Secretary of the United States Department of Health & Human Services to investigate or determine the Agency's compliance with the privacy laws.
- **Disaster Relief Activities:** The Agency may disclose an individual's PHI to local, state or federal agencies engaged in disaster relief and to private disaster relief assistance organizations (such as the Red Cross if authorized to assist in disaster relief efforts).
- **Student Immunizations to Schools:** The Agency may disclose immunization record(s) to schools when mandated by state law with an oral authorization rather than written. The release of immunization records will be documented on the Master Records Request Log.
- **Decedent:** Information may be disclosed regarding a decedent to the family members and others involved in care or payment for care, unless it was an expressed wish prior to death and it is allowed by state law. The release of records released will be documented on the Master Records Request Log.

Section 5 - HIPAA Patient Rights

a. **Individual Rights**

Individuals have a right to access any PHI that is used to make decisions about the individual subject of the data, including information used to make health care decisions or information used to determine whether a claim will be paid. The individual has a right to access their designated record set. The right of access also applies to health care clearinghouses; health care providers that create or receive PHI other than as a business associate of the Agency.

b. **Request for PHI**

An individual may request that the Agency release PHI. The Agency will require that the request be in writing and clearly identify the information requested. It will be the responsibility of the HIPAA/Data Privacy Officers or designee to review the request, determine its legitimacy, review and approve the data requested prior to release,

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advise the requester if the data cannot be released and why, and ensure the request is logged appropriately. All requests for PHI data should be sent to the HIPAA/Data Privacy Officers or designee, SWHHS, 607 West Main Street, Marshall, Minnesota 56258.

c. Request for PHI Approved

If the Agency approves the request for release of PHI, the Agency will:

- Make copies of the requested PHI;
- Inform the individual of the approval for release and determine a method for delivering the information to the individual;
- Document the release of PHI

d. Request for PHI Denied

The Agency will permit any individual to request access to inspect or copy the designated record set for as long as it is maintained by the Agency with the following exceptions:

- Information compiled in reasonable anticipation of a civil, criminal or administrative action or proceeding.
- Any data determined by Minnesota State Law to be determined to be “confidential,” or “private” i.e.,
 - medical or psychological information stamped confidential
 - names of reporters
 - adoption records
 - chemical dependency records (per MN Statute Chapter 254A; section 09.)

e. Accounting of Disclosures

The Agency will obtain from the Master Records Release Log and provide, upon request, a 6-year accounting of disclosures made of the individual’s PHI , except for disclosures:

- To carry out treatment, payment or health care operations.
- To the individual data subject (i.e., requests the individual made about his/her own information).
- To facility directories or to person’s involved in the individual’s care or other notification purposes.
- For national security or intelligence purposes.
- To corrections officials or law enforcement personnel when the individual is in custody.
- Which were made before the compliance date.
- To a record locator service, unless the individual has elected to be excluded from the service.

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In certain circumstances involving health oversight agencies or law enforcement agencies, the Agency may temporarily suspend the individual's right to receive an accounting of disclosures.

Information that must be maintained (tracked) and included in an accounting:

- Date of disclosure.
- Name of individual or entity who received the information and their address, if known.
- Brief description of the protected health information disclosed.
- Brief statement of the purpose of the disclosure or a copy of the individual's written request for disclosure.

f. Amendment Requests

- The Agency will permit an individual to request that the Agency amend PHI. The Agency will require that the request be in writing, clearly identify the information to be amended, and that a reason be stated for the amendment. The Agency will so inform any individual of this expectation. All requests to amend PHI data should be sent to the HIPAA/Data Privacy Officers, SWHHS, 607 West Main Street, Marshall, Minnesota 56258.
- The Agency will have up to 60 days to act on the request. One 30 day extension is allowed. The subject of the data's written request will become a part of any case file maintained on the subject. The document will be retained for 6 years.

g. Accepting an Amendment

If the Agency decides to accept an amendment, the Agency will:

- Make the appropriate amendment to the PHI or record that is the subject of the request for amendment by, at a minimum, identifying the records in the designated record set that are affected by the amendment and appending or otherwise providing a link to the location of the amendment. Inform the individual in a timely manner that the amendment has been accepted. The Agency will obtain agreement from the individual to allow the Agency to share the amendment with individuals or entities identified by the individual and the Agency.
- Make reasonable efforts to inform and provide the amendment within a reasonable time to:
 - persons identified by the individual as having received PHI about the individual and needing the amendment; and
 - persons, including business associates, that the Agency knows have the PHI that is the subject of the amendment and that may have relied, or could foreseeably rely, on such information to the detriment of the individual.

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h. Denying an Amendment

Requests for amendment may be denied if the information to be amended:

- If the Agency was not the originator of the information, unless the originator is no longer available to amend the request.
- Is not part of the designated record set.
- Is not accessible to the individual because federal or state law does not permit it.
- Is accurate and complete as determined by the Agency upon review.

If the Agency denies all or a part of the requested amendment, the Agency will:

- Provide the individual with a timely, written denial. The denial will use plain language and contain:
 - the basis for the denial;
 - the individual's right to submit a written statement disagreeing with the denial and how the individual may file such a statement;
 - a statement that, if the individual does not submit a statement of disagreement, the individual may request that the Agency provide the individual's request for amendment and the denial with any future disclosures of the PHI that is the subject of the amendment; and
 - a description of how the individual may complain to the Agency or make appeal pursuant to Administrative Procedures Act (Minn. Stats. Chapter 14).
- Permit the individual to submit a written statement disagreeing with the denial of all or part of a requested amendment.
- Prepare a written rebuttal to the individual's statement of disagreement.
- Identify the record or PHI in the designated record set that is the subject of the disputed amendment and append or otherwise link the individual's request for an amendment, the Agency's denial of the request, the individual's statement of disagreement, if any, and the Agency's rebuttal, if any, to the designated record set.
- If the individual has submitted a statement of disagreement, the Agency must include the material appended, or an accurate summary of any such information, with any subsequent disclosure of the PHI to which the disagreement relates.
- If the individual has not submitted a written statement of disagreement, the Agency will include the individual's request for amendment and its denial, or an accurate summary of such information, with any subsequent disclosure of PHI only if the individual has requested such action.

i. Actions on Notice of an Amendment

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If the Agency is informed by another covered entity of an amendment to an individual's PHI, the Agency will amend the PHI in designated record sets. Amendments will be made in a reasonable time period, as expeditiously as possible.

j. Documentation

All requests to amend PHI data should be sent to the HIPAA/Data Privacy Officers, Southwest Health and Human Services, 607 West Main Street, Marshall, Minnesota 56258. All requests to amend documentation will be retained for 6 years.

k. Alternative Means of Communication Request

The Agency will accommodate all reasonable requests from individuals to receive communication of PHI by alternative means or at an alternative location.

The agency will require that the request be in writing and clearly identify the information requested. It will be the responsibility of the HIPAA/Data Privacy Officers to review the request, determine its legitimacy, review and approve the request prior to release, advise the requester if the data cannot be released or communicated by an alternate means and why, and ensure the request is logged. The outcome of the request will be communicated to the individual upon final determination. All requests should be sent to the HIPAA/Data Privacy Officers, SWHHS, 607 West Main Street, Marshall, Minnesota 56258. The Agency will have up to 60 days to act on the request. One 30 day extension is allowed. The subject of the data's written request will become a part of any case file maintained on the subject. The document will be retained for 6 years.

l. Accepting the Request for Alternative Means of Communication

If the Agency approves the request, the Agency will:

- Provide the PHI via an alternated means of communication;
- Inform the individual of the approval for the alternate means of communication and determine a method for delivering the information to the individual;
- Document the release of PHI.

m. Denying the Request for Alternative Means of Communication

If the Agency denies the request, the Agency will:

- Provide the individual with a timely, written denial. The denial will use plain language and contain the basis for the denial.

n. Restricted Use Request

The Agency will allow an individual to request that the Agency restricts its use and disclosure of PHI for treatment, payment or health care operations. The Agency will require that the request be in writing and clearly identify the information requested. It will be the responsibility of the HIPAA/Data Privacy Officers to review the request, determine its legitimacy, review and approve the request prior to use and disclosure,

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advise the requester if the data cannot be restricted and why, and ensure the request is logged.

o. Restriction to a Health Plan Procedure

- The individual will complete the Request for Restriction of Health Information, and indicate it is a restriction to a health plan.
- The individual must provide payment, in full, to SWHHS prior to the services being conducted.
- The PHI for that specific date of service will be deemed self-pay.
- SWHHS will ensure that the information from that specific date of service is not released to the insurance company.
- If approved, SWHHS will document the restriction within the patient's medical record. When releasing records, the staff will always review the list of restrictions to ensure they are abiding by the approved individual request for that specific date of service.
- The restriction to health information to the health plan specified is only for the specific date of service.
- If denied, SWHHS will inform the individual in writing, including the reason for the denial of the request for restriction of health information.
- All documentation regarding restrictions will be stored in the patient's medical record.

Section 6 – Miscellaneous

a. Complaints Policy

The Agency will provide a process for individuals to make complaints to the Agency concerning its HIPAA privacy regulations policies and procedures, its compliance with those policies or procedures or its compliance with the privacy regulations itself. The notice provided to individuals will include a brief description of how individuals may file a complaint, including the title, phone number and address to contact for further information on the policies for filing a complaint. Complaints will be logged appropriately and directed to the HIPAA/Data Privacy Officers. The Agency will document all complaints received and their disposition.

b. Anti-Retaliation Policy

The Agency will not retaliate against any person for exercising a right under the HIPAA privacy regulations, or for filing a complaint, participating in an investigation, or opposing any lawful act in relation to the privacy regulations.

Section 7 – Breach Investigation and Notification

a. Purpose

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To provide guidance for breach notification by covered entities when impermissible or unauthorized access, acquisition, use and/or disclosure of the Agency's individual PHI occurs. Breach notification will be carried out in compliance with the American Recovery and Reinvestment Act (ARRA)/Health Information Technology for Economic and Clinical Health Act (HITECH), Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act (Omnibus Rule), as well as any other federal or state notification law.

b. Discovery of Breach

- A breach of PHI shall be treated as discovered as of the first day on which an incident that may have resulted in a breach is known to the Agency, or, by exercising reasonable diligence would have been known to the Agency (includes breaches by the Agency's business associates). The Agency shall be deemed to have knowledge of a breach if such breach is known or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent (e.g. a business associate acting as an agent of the Agency) of the Agency.

c. Breach Investigation

- The HIPAA/Data Privacy and/or Security Officer(s) shall serve as the investigators of the breach process. The investigators shall be responsible for the management of the breach investigation process and coordinating with others in the Agency as appropriate (e.g., administration, human resources, HIPAA, Data Privacy and Security Team, legal counsel, etc.) The investigators shall be the key facilitators for all breach notification processes to the appropriate entities (e.g., HHS, media, law enforcement officials, etc.). All documentation related to the breach investigations shall be retained for a minimum of six years.
- The following information will be documented for each breach investigation:
 - The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - The unauthorized person who used the protected health information or to the disclosure was made;
 - Whether the protected health information was actually acquired or viewed; and
 - The extent to which the risk to the protected health information has been mitigated.

d. Documentation

The Agency shall document the information as part of the investigation in the breach investigation form noting the outcome of the process. The Agency has

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the burden of proof for demonstrating that all notifications were made as required or that the use or disclosure did not constitute a breach. Based on the outcome of the investigation the Agency will determine the need to move forward with breach notification.

e. Timeliness of Notification

- Upon determination that breach notification is required, the notice shall be made without unreasonable delay and in no case later than 60 days after the discovery of the breach by the Agency involved or the business associate involved that is acting as the Agency's agent. It is the responsibility of the Agency to demonstrate that all notifications were made as required, including evidence demonstrating the necessity of delay.

f. Delay of Notification Authorized for Law Enforcement Purposes

- If a law enforcement official states to the Agency that a notification, notice, or posting would impede a criminal investigation or cause damage to national security, the Agency shall:
 - If the statement is in writing and specifies the time for which a delay is required, delay such notification, notice, or posting of the time period specified by the official; or
 - If the statement is made orally, document the statement, including the identify of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described above is submitted during that time.

g. Content of the Notice

- The notice shall be written in plain language and must contain the following information:
 - A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 - A description of the types of unsecured PHI that were involved in the breach (such as whether full name, Social Security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved).
 - Any steps the individual should take to protect themselves from potential harm resulting from the breach.
 - A brief description of what the Agency is doing to investigate the breach, to mitigate harm to individuals, and to protect against further breaches.
 - Contact procedures for individuals to ask questions or learn additional information, which includes a toll-free telephone number, an e-mail address, Web site, or postal address.

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h. Methods of Notification

- The method of notification will depend on the individuals/entities to be notified. The following methods must be utilized accordingly:

- **Notice to Individual(s)**

Notice shall be provided promptly and in the following form:

- Written notification by first-class mail to the individual at the last known address of the individual or, if the individual agrees to electronic notice and such agreement has not been withdrawn, by electronic mail. The notification shall be provided in one or more mailings as information is available. If the Agency knows that the individual is deceased and has the address of the next of kin or personal representative of the individual, written notification by first-class mail to the next of kin or personal representative shall be carried out. Limited examples:

The Agency may send one breach notice addressed to both an individual and the individual's spouse or other dependents who are affected by a breach, if they all reside at a single address and all individuals to which the notice applies are clearly identified on the notice. When an individual (and/or spouse) is not the personal representative of a dependent, however, address a breach notice to the dependent himself or herself in the limited circumstance that an individual affirmatively chooses not to receive communications from the Agency at any written addresses or email addresses *and* has agreed only to receive communications orally or by telephone, the Agency may telephone the individual to request and have the individual pick up their written breach notice from the Agency directly. In cases in which the individual does not agree or wish to travel to the Agency to pick up the written breach notice, the Agency should provide all of the information in the breach notice over the phone to the individual and document that it has been done.

- **Substitute Notice:** In the case where there is insufficient or out-of-date contact information (including a phone number, email address, etc.) that precludes direct written or electronic notification, a substitute form of notice reasonably calculated to reach the individual shall be provided. A substitute notice need not be provided in the case in which there is insufficient or out-of-date contact

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information that precludes written notification to the next of kin or personal representative.

- In a case in which there is insufficient or out-of-date contact information for fewer than 10 individuals, then the substitute notice may be provided by an alternative form of written notice, telephone, or other means. In the case in which there is insufficient or out-of-date contact information for 10 or more individuals, then the substitute notice shall be in the form of either a conspicuous posting for a period of 90 days on the home page of the Agency's website, or a conspicuous notice in a major print or broadcast media in the Agency's geographic areas where the individuals affected by the breach likely reside. The notice shall include a toll-free number that remains active for at least 90 days where an individual can learn whether his or her PHI may be included in the breach.
- If the Agency determines that notification requires urgency because of possible imminent misuse of unsecured PHI, notification may be provided by telephone or other means, as appropriate in addition to the methods noted above.

○ **Notice to Media**

- Notice shall be provided to prominent media outlets serving the state and regional area (of the breached individuals) when the breach of unsecured PHI affects 500 or more of the Agency's individuals of a State or jurisdiction.
- The Notice shall be provided in the form of a press release.
- What constitutes a prominent media outlet differs depending upon the State or jurisdiction where the Agency's affected individuals reside. For a breach affecting more than 500 individuals across a particular state, a prominent media outlet may be a major, general interest newspaper with a daily circulation throughout the entire state. In contrast, a newspaper serving only one town and distributed on a monthly basis, or a daily newspaper of specialized interest (such as sports or politics) would not be viewed as a prominent media outlet. Where a breach affects more than 500 individuals in a limited jurisdiction, such as a city, then a prominent media outlet may be a major, general-interest newspaper with daily circulation throughout the city, even though the newspaper does not serve the whole State.

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○ **Notice to Secretary of HHS**

- Notice shall be provided to the Secretary of HHS as follows below. The Secretary shall make available to the public on the HHS Internet website a list identifying covered entities involved in all breaches in which the unsecured PHI of more than 500 individuals is accessed, acquired, used, or disclosed.
- For breaches involving 500 or more individuals, the Agency shall notify the Secretary of HHS as instructed at www.hhs.gov at the same time notice is made to the individuals.
- For breaches involving less than 500 individual, the Agency will maintain a log of the breaches. The breaches may be reported during the calendar year or no later than 60 days after the end of that calendar year in which the breaches were discovered (e.g., 2012 breaches must be submitted by 3/1/2013 – 60 days). Instructions for submitting the logged breaches are provided at www.hhs.gov.

○ **Maintenance of Breach Information/Log**

- As described above and in addition to the reports created for each incident, the Agency shall maintain a process to record or log all breaches of unsecured PHI regardless of the number of individuals affected. The following information should be collected/logged for each breach:
 - A description of what happened, including the date of the breach, the date of the discovery of the breach, and the number of individuals affected, if known.
 - A description of the types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, etc.).
 - A description of the action taken with regard to notification of individuals, the media, and the Secretary regarding the breach.
 - The results of the breach investigation will be logged appropriately.
 - Resolution steps taken to mitigate the breach and prevent future occurrences.

○ **Business Associate Responsibilities**

The business associate (BA) of the Agency that accesses, creates, maintains, retains, modifies, records, stores, transmits, destroys, or otherwise holds, uses, or discloses unsecured PHI shall,

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without unreasonable delay and in no case later than 60 days after discovery of a breach, notify the Agency of such breach (when the business associate is an agent of the Agency, this notification must be provided within a shorter timeframe as specified in the Business Associate Agreement policy). Such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the BA to have been, accessed, acquired, or disclosed during such breach. The BA shall provide the Agency with any other available information that the Agency is required to include in notification to the individual at the time of the notification or promptly thereafter as information becomes available. Upon notification by the BA of discovery of a breach, the Agency will be responsible for notifying affected individuals, unless otherwise agreed upon by the BA to notify the affected individuals (note: it is the responsibility of the Covered Entity to document this notification).

Section 8 – Auditing Information System Activity

- a. SWHHS shall audit access and activity of electronic protected health information (ePHI) applications, systems, and networks and address standards.
- b. Violation of this policy and its procedures by employees may result in corrective disciplinary action, up to and including termination of employment. Violation of this policy and procedures by others, including providers, providers' offices, business associates and partners may result in termination of the relationship and/or associated privileges. Violation may also result in civil and criminal penalties as determined by federal and state laws and regulations.
- c. **Purpose**
It is the policy of SWHHS to safeguard the confidentiality, integrity, and availability of individual health information applications, systems, and networks. To ensure that appropriate safeguards are in place and effective. This policy applies to organizational information applications, systems, networks, and any computing devices, regardless of ownership [e.g., owned, leased, contracted, and/or stand-alone].
- d. **Scope**
This policy has been developed to address the Agency-wide approach to information system auditing processes. Departments and business units shall work with the Security Officer and/or IT to develop specific procedures based on applications and systems for auditing processes.

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e. Procedures

- Responsibility for auditing information system access and activity is assigned to SWHHS Security Officer or other designee as determined by SWHHS' administration. The responsible individual shall:
 - Assign the task of generating reports for audit activities to the individual responsible for the application, system, or network.
 - Assign the task of reviewing the audit reports to the individual responsible for the application, system, or network, the HIPAA/Data Privacy Officer, or any other individual determined to be appropriate for the task.

SWHHS' auditing processes shall address access and activity at the following levels listed below. Auditing processes may address date and time of each log-on attempt, date and time of each log-off attempt, devices used, functions performed, etc.

- SWHHS shall determine the systems or activities that will be tracked or audited by:
 - Focusing efforts on areas of greatest risk and vulnerability as identified in the Risk Assessment and ongoing Risk Mitigation Plan.
 - Maintaining confidentiality, integrity, and availability of ePHI applications and systems.
- SWHHS shall identify trigger events or criteria that raise awareness of questionable conditions of viewing of confidential information. The events may

be applied to the entire Agency or may be specific to a department, unit, or application. At a minimum, SWHHS shall provide immediate auditing in response to:

- Individual complaint
- Employee complaint
- Suspected breach of individual confidentiality
- High risk or problem prone event (e.g., VIP admission)
- Any action that causes suspicion or poses a concern
- SWHHS shall determine auditing frequency by reviewing past experience, current and projected future needs, and industry trends and events. SWHHS will determine its ability to generate, review, and respond to audit reports using internal resources. SWHHS may determine that external resources are also appropriate.
- SWHHS' IT Department, Security Officer or designee is authorized to select and use auditing tools that are designed to detect network vulnerabilities and intrusions. Audit documentation/reporting tools may address the following data elements:
 - Application Audited

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- Date
 - The process for review of audit logs, trails, and reports shall include:
 - Description of the activity as well as rationale for performing audit.
 - Identification of which employees or department/unit will be responsible for review (employees shall not review audit logs which pertain to their own system activity).
 - Frequency of the auditing process.
 - Determination of significant events requiring further review and follow-up.
 - Identification of appropriate reporting channels for audit results and required follow-up.
 - Vulnerability testing software may be used to probe the network to identify what is running (e.g., operating system or product versions in place), if publicly-known vulnerabilities have been corrected, and evaluate whether the system can withstand attacks aimed at circumventing security controls.
- f. **Evaluation and Reporting of Audit Findings**
- Audit information that is routinely gathered must be reviewed in a timely manner by the individual/department responsible for the activity/process. The reporting process shall allow for meaningful communication of the audit findings to those departments/units sponsoring the activity.
 - Significant findings shall be reported immediately in a written format. SWHHS' breach form may be utilized to report a single event.
 - Reports of audit results shall be limited to internal use on a minimum necessary/need-to-know basis. Audit results shall not be disclosed externally without administrative and/or legal counsel approval.
 - Security audits constitute an internal, confidential monitoring practice that may be included in SWHHS' performance improvement activities and reporting. Care shall be taken to ensure that the results of the audits are disclosed to administrative level oversight structures only and that information which may further expose organizational risk is shared with extreme caution. Generic security audit information may be included in organizational reports (individually-identifiable patient PHI shall not be included in the reports).
 - Whenever indicated through evaluation and reporting, appropriate corrective actions must be undertaken. These actions shall be documented and shared with the responsible and sponsoring departments/units.
- g. **Auditing Business Associate and/or Vendor Access and Activity**
- We work directly with BA on audits as deemed necessary.
- h. **Audit Log Security Controls and Backup**
- Audit logs shall be protected from unauthorized access or modification, so the

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information they contain will be available if needed to evaluate a security incident. Generally, system administrators shall not have access to the audit trails or logs created on their systems.

- Audit logs maintained within an application shall be backed-up as part of the application's regular backup procedure.
- SWHHS shall audit internal back-up, storage and data recovery processes to ensure that the information is readily available in the manner required. Auditing of data back-up processes shall be carried out:
 - On a periodic basis for established practices and procedures.
 - More often for newly developed practices and procedures (e.g., weekly, monthly, or until satisfactory assurance of reliability and integrity has been established).

i. Retention of Audit Information

- Audit logs and trail report information shall be maintained based on organizational needs. Retention of this information shall be based on:
 - Organizational history and experience.
 - Available storage space.
- Logs summarizing audit activities shall be retained for a period of six years.

Section 9 – HIPAA Security Oversight

a. SWHHS Human Resources, HIPAA/Data Privacy Officers, Security Officer or designee is responsible for facilitating the training and supervision of all employees, investigation and sanctioning of any employee that is in non-compliance with the HIPAA privacy and security regulations.

b. Employee Training

- The Agency will train all members of its workforce in the policies and procedures adopted by the Agency necessary to comply with the HIPAA privacy and security regulations. Agency staff will receive training annually. Training will be provided to each new member of the Agency's workforce at the time of hire as part of new employee orientation.
- Training can be done in a variety of ways, including, but not limited to: speaker, on-line, department meetings, or other.
- Training is mandatory for all employees.
- Human Resources maintains documentation of the training session materials and attendees for a minimum of six years.
- Employees will be trained on the employee responsibility information listed below.

c. Employee Responsibilities

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- SWHHS will monitor access and activities of employees and will address any discrepancies.
- Workstations may only be used to perform assigned job responsibilities.
- Employees may not download software onto SWHHS' workstations and/or systems without prior approval from the Security Officer or designee.
- Employees are required to report malicious software to the Security Officer or designee immediately.
- Employees are required to report unauthorized attempts, uses of, and theft of SWHHS' systems and/or workstations.
- Employees are required to report unauthorized access to facilities.
- No employee may alter ePHI maintained in any system, even if they have the technical ability to do so without specific authorization.
- Employees will understand that they are responsible for the security of any portable devices that they use. The level of encryption and security must correspond to the most sensitive information stored on the device. Loss or theft must be reported immediately.
- Employees are required to understand their role in SWHHS' contingency plan.
- Employees may not share their user names nor passwords with anyone.
- When a request is made for disclosure of information, employee must determine if PHI is in information to be released and notify the HIPAA/Data Privacy Officers and receive approval before authorizing the release of information.
- The Security Officer facilitates the timely communication of security updates and reminders to all employees to which it pertains. Examples of security updates and reminders include, but are not limited to:
 - Latest malicious software or virus alerts
 - SWHHS' requirement to report unauthorized attempts to access ePHI
 - Changes in creating or changing passwords
 - Changes in regulatory standards
- Additional training is provided to employees in the information services department. Employees will receive training based on the scope of their job.

d. Supervisor Responsibilities

- Although the Security Officer is responsible for implementing and overseeing activities related to compliance to the Security rule, it is the responsibility of all leaders (i.e. Executive Team, Supervisors, Lead Workers) to supervise employees, third party vendors, contractors or other users of SWHHS' systems, applications, servers, workstations, etc. that contain ePHI.
- Leaders monitor workstations and applications for unauthorized use, tampering, and theft and report non-compliance. Leaders assist the Security Officer to ensure appropriate role-based access is provided to all employees.

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- Leaders take reasonable steps to hire, retain, and promote employees and provide access to employees who comply with the Security regulation and SWHHS' security policies and procedures.
 - Human Resources gets input from Supervisors who identify appropriate systems access for all new staff. HR provides the information to IT for access.
 - When an employee is terminated or transfers to another unit/program from SWHHS, the Supervisor completes the appropriate form with last date of employment or transfer date and routes to IT for terminating access.
 - Supervisors are required to report a change in an employee's title, role, department, and/or location.
 - Refer to Admin Policy #9 for Physical and Technical Safeguards.
- e. **Non-compliance of SWHHS' policies and procedures**
- All employees and any others with system access report non-compliance of SWHHS' policies and procedures to the Security or HIPAA/Data Privacy Officer(s) or Human Resource. Individuals that report violations in good faith may not be subjected to intimidation, threats, coercion, discrimination against, or any other retaliatory action as a consequence.
 - Investigation/Employee Sanctions: If there is a report of non-compliance or if employees fail to comply with the Agency's privacy and security policies or procedures, the Agency will apply appropriate disciplinary sanctions.
 - The HIPAA/Data Privacy or Security Officer(s) or Human Resources promptly facilitates a thorough investigation of all reported violations of SWHHS' privacy and security policies and procedures. The HIPAA/Data Privacy or Security Officer(s) or Human Resources may request the assistance from others such as the employee's supervisor, other employees, and/or other vendor/contractors as needed.
 - The Security Officer completes an audit trail/log to identify and verify the violation and sequence of events.
 - Human Resources interviews any individual that may be aware of or involved in the incident.
 - All individuals are required to cooperate with the investigation process and provide factual information to those conducting the investigation.
 - HR provides individuals suspected of non-compliance of the security rule and/or SWHHS' policies and procedures the opportunity to explain their actions to determine whether it was an unintentional or malicious deviation from established policies and procedures.
 - HR thoroughly documents the investigation in a timely manner.
 - The Security Officer facilitates taking appropriate steps to prevent recurrence of the violation (when possible and feasible).

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- Violation of any security policy or procedure by employees may result in corrective disciplinary action, up to and including termination of employment. Violation of this policy and procedures by others, including providers, providers' offices, business associates and partners may result in termination of the relationship and/or associated privileges. Violation may also result in civil and criminal penalties as determined by federal and state laws and regulations.
- HR maintains all documentation of the investigation, sanctions provided, and actions taken to prevent reoccurrence for a minimum of six years after the conclusion of the investigation.

f. **Dissemination of HIPAA Policies and Procedures**

The Agency will place a copy of its HIPAA Policies and Procedures for the workforce consumption on SharePoint.

Section 10 – Risk Assessment and Risk Mitigation Plan

a. **Purpose**

This policy establishes the scope, objectives, and procedures of SWHHS' HIPAA, Data Privacy and Security Risk Assessment and HIPAA, Data Privacy and Security Risk Mitigation Plan process. The Risk Assessment and Risk Mitigation Plan is intended to support and protect the Agency and its ability to fulfill its mission.

b. **Policy**

It is the policy of SWHHS to conduct HIPAA, Data Privacy and Security Risk Assessments on a regular basis or upon major changes in the technical infrastructure, implementation of a new application with ePHI or upon changes in regulations.

- During the Risk Assessment process, a system identification and characterization will be conducted to determine what systems create, store, maintain, or transmit protected health information.
- All threats and vulnerabilities to the system will be evaluated through reviews of systems.
- Based on threat and vulnerability evaluation as well as evaluation of current controls, SWHHS will evaluate;
 - The likelihood of a threat and/or vulnerability occurring
 - The impact of a threat and/or vulnerability occurring.
- Upon understanding the threat and vulnerabilities of a threat or vulnerability being exploited, a level of risk will be assigned.
- A Risk Assessment Report will be generated at the completion of the Risk Assessment that will define the;
 - Scope of the Risk Assessment
 - Systems evaluated during the Risk Assessment
 - Findings and Risks from the Risk Assessment

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- Recommended mitigations to address/mitigate risks.
 - The risks will be evaluated, addressed, and mitigated following the Risk Assessment process using the HIPAA Privacy and Security Risk Mitigation Plan.
- c. Maintain documentation of all Risk Assessments, Risk Assessment Reports and Risk Mitigation Plans for a minimum of six years.

Section 11 – Business Associates

- a. To establish guidelines for SWHHS to identify those vendor/business relationships which meet the HIPAA definition of a Business Associate (BA) and provide direction in establishing formalized Business Associate Agreements (BAA). SWHHS shall implement the required procedures and ensure documentation to establish satisfactory assurance of compliance.
- b. **Procedures**
The Agency shall determine responsible oversight for the management of business associate relationships and agreements.

Responsibility may be delegated to HIPAA/Data Privacy Officer or other designated employee.

- The Agency's department units are responsible for facilitating the assessment of both existing and future vendor/business relationships to determine whether the relationship meets the criteria for a BAA. The following criteria define a BA under HIPAA:
 - The vendor/business' staff members are not members of the Agency's workforce.
 - The vendor/business' is doing something on behalf of the Agency;
 - That "something" involves the use and/or disclosure of PHI.
 - Note that there are certain disclosures to vendors/businesses that do not require establishment of a BAA. These disclosures include:
 - Disclosures to disclosures by a covered entity to a health care provider concerning the treatment of the individual;
 - Disclosures by a group health plan or a health insurance issuer or HMO with respect to a group health plan to the plan sponsor, to the extent that the requirements of § 164.504(f) apply and are met; or
 - Uses or disclosures by a health plan that is a government program providing public benefits, if eligibility for, or enrollment in, the health plan is determined by an agency other than the agency administering the health plan, or if the protected health information used to determine enrollment or eligibility in the

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health plan is collected by an agency other than the agency administering the health plan, and such activity is authorized by law, with respect to the collection and sharing of individually identifiable health information for the performance of such functions by the health plan and the agency other than the agency administering the health plan.

- The Agency may determine the need for BAA's through:
 - Reviewing contract management documents/software and identifying where PHI is disclosed to external entities.
 - Assessing new vendor/business arrangements to determine if PHI will be used and/or disclosed.
- When it has been determined that a BA arrangement exists, a designee shall contact the responsible individual to initiate a BAA. The designee shall provide the following information to customize the BAA:
 - The name and contact information of the BA.
 - A general description of the type of service being provided by the BA.

 - Date of establishment of the BA relationship and BAA.
- If a vendor/business relationship requiring a BA agreement/addendum is in the process of contract negotiation and development, the provisions of the BAA may be incorporated into the contract as an option (a separate BAA would not be required).
- Obligations and activities which must be addressed in the BAA document include:
 - **Privacy Rule Provisions:**
 - **Stated Purposes for Which BA May Use or Disclose PHI:** BA is permitted to use and disclose PHI it creates or receives for or from the Agency for the purposes as described in the addendum. BA may also use Protected Health Information it creates or receives for or from the Agency as minimally necessary for BA's proper management and administration or to carry out BA's legal responsibilities.
Limitations on Use and Disclosure of PHI: BA agrees it shall not use or disclose, and shall ensure that its directors, officers, employees, contractors and agents do not use or disclose PHI for any purpose other than as expressly permitted by the BAA, or required by law, or in any manner that would constitute a violation of the Privacy Standards if used by the BA.
 - The BAA may permit the BA to use and disclose PHI for the proper management and administration of the BA; and

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- The BAA may permit the BA to provide data aggregation services relating to the health care operations of the covered entity.
- Disclosure by Others: To the extent BA is authorized by the BAA to disclose PHI to a third party, BA must obtain, prior to making any such disclosure, reasonable assurances from the third party that the PHI will be held confidential as provided pursuant to the BAA and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and an agreement from the third party to immediately notify BA of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- Minimum Necessary: BA shall disclose to its subcontractors, agents or other third parties, and request from them, only the minimum PHI necessary to performing or fulfilling a specific required or permitted function.
- Safeguards Against Misuse of Information: BA will establish and maintain all appropriate safeguards to prevent any use or disclosure of PHI other than pursuant to the terms and conditions of the BAA.
- Reporting of Disclosures of PHI: BA shall, within 60 days of discovery of any use or disclosure of PHI in violation of the BBA, report any such use or disclosure to the Agency.
- Agreements by Third Parties: BA shall enter into an agreement with any agent or subcontractor that will have access to PHI that is received from, or created or received by BA on behalf of, the BA pursuant to which such agent or subcontractor agrees to be bound by the same restrictions, terms and conditions that apply to BA pursuant to the BAA with respect to PHI.
- Access to Information: Within 7 days of a request by the Agency for access to PHI about an individual contained in a Designated Record Set, BA shall make available to the Agency the PHI it requests for so long as that information is maintained in the Designated Record Set. If any individual requests access to PHI about the individual directly from BA, BA shall make available and provide a right of access to the PHI to the individual, at the times and in the manner required by the Privacy Standards. After receiving the request, BA shall notify the Agency within 7 days of such request.
- Availability of PHI for Amendment: BA agrees to make PHI available for amendment and to incorporate any such

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amendments in the PHI, at the times and in the manner required by the Privacy Standards.

- **Accounting of Disclosures:** Within 7 days of notice by the Agency to BA that it has received a request for an accounting of disclosures of PHI regarding an individual during the six years prior to the date on which the accounting was requested, BA shall make available to the Agency such information as is in BA's possession and is required for the Agency to make the accounting required by the Privacy Standards. At a minimum, BA shall provide the Agency with the following information: the date of the disclosure; the name of the entity or person who received the PHI, and, if known, the address of such entity or person; a brief description of the PHI disclosed; and a brief statement of the purpose of the disclosure which includes an explanation of the basis for the disclosure. If the request for an accounting is delivered directly to BA, BA shall within 7 days forward the request to the Agency. The Agency is responsible for preparing and delivering the accounting requested. BA agrees to implement an appropriate record keeping process to enable it to comply with the requirements of this Section.
- **Availability of Books and Records:** BA agrees to make its internal practices, books and records relating to the use and disclosure of PHI received from, or created or received by BA on behalf of, the Agency available to the Secretary for purposes of determining the Agency's and BA's compliance with the Privacy Standards.
- **Security Rule Provisions:**
 - **Implementation of Safeguards:** BA agrees to implementation of administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, and transmits on behalf of the Agency.
 - **Agents and Subcontractors:** BA agrees that any agent, including a subcontractor, to which the BA provides ePHI, agrees to implement reasonable and appropriate safeguards to protect the ePHI.
 - **Security Incidents:** BA agrees to report to the Agency any security incident of which it becomes aware.
- **Other Provisions:**
 - The Agency may want to seek legal counsel guidance prior to entering into a BAA that includes language addressing:
 - Insurance responsibilities
 - Indemnification requirements

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- If the Agency chooses to terminate the arrangement with the BA or the BA chooses to terminate the arrangement with the Agency, the agreement must be terminated as outlined in the provisions of the BA agreement/addendum or contract.
 - Upon termination or expiration of the business arrangement between the BA and the Agency, the BA shall either return or destroy all PHI received from the Agency or created or received by BA on behalf of the Agency that the BA still maintains in any form as outlined in the provisions of the BAA/addendum or contract.
- c. The Agency does not have a statutory obligation to monitor the activities of its BAs. The Agency, however, must respond to reported privacy breaches and security incident events should they occur. The Agency realizes it will be found to be non-compliant unless the Agency took reasonable steps to mitigate the breach or end the violation, as applicable, and, if such steps were unsuccessful:
- Terminated the contract or arrangement, if feasible; or
 - If termination is not feasible, reported the problem to the Department of Human Services.
- d. The Agency may serve as a BA to another covered entity and may be asked to review and sign that covered entity's external BA agreement/addendum or contract. As a BA, the Agency should:
- Forward the external information to the HIPAA/Data Privacy Officer or designee to review the submitted BAA to ensure that the provisions outlined are consistent with those set forth in this policy.
 - If the BAA is not consistent with this policy or contains additional provisions or provisions that are inconsistent with the privacy regulation, the HIPAA/Data Privacy Officer or designee may recommend the following alternatives.
 - Agree to the additional provisions and sign the agreement.
 - Refer the agreement to legal counsel to determine appropriateness before signing.
 - Refuse to agree to the provisions and notify the covered entity to establish a resolution.
- e. To meet the documentation requirements of the Security Rule, the responsible individual shall maintain a file of BAAs/addendums/contracts.
- f. All BAA documentation shall be maintained for a period of six years beyond the date of when the BAA relationship is terminated.

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- g. The BAA shall be effective for the length of the relationship between the BA and the Agency, unless otherwise terminated under the provisions outlined in the BAA.

Section 12 - Sales and Marketing

- a. SWHHS's current practices or procedures do not include any of the following: Fundraising and PHI, Sale of PHI, Marketing and PHI, Research and PHI, De-identification and Limited Data Sets.

Supporting Documents and Resources:

- Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act (Omnibus Rule)
- ARRA Title XIII Section 13402 – Notification in the Case of Breach
- FTC Breach Notification Rules - 16 CFR Part 318
- 45 CFR Parts 160 and 164 – HIPAA Privacy and Security Rules
- 45 CFR 164.510 (b) - notification purposes
- 45 CFR 164.512 (k) (5) - individual in custody
- 45 CFR 164.528(a)(2) - accounting of disclosures
- 45 CFR § 164.308(a)(1)(ii)(D) – Information System Activity Review
- 45 CFR § 164.308(a)(5)(ii)(B) & (C) – Protection from Malicious Software & Log-in Monitoring
- 45 CFR § 164.308(a)(2) – HIPAA Security Rule Periodic Evaluation and Assigned Security Responsibility
- 45 CFR § 164.312(b) –Audit Controls
- 45 CFR § 164.312(c)(2) – Mechanism to Authenticate ePHI
- 45 CFR § 164.312(e)(2)(i) – Integrity Controls
- 45 CFR §164.308(a)(1)(ii)(c) HIPAA Security Rule Sanction Policy
- 45 CFR §164.308(a)(3)(ii)(A) HIPAA Security Rule Authorization and/or Supervision
- 45 CFR §164.308(a)(5)(ii)(A) HIPAA Security Rule Security Reminders
- 45 CFR §164.316(a-b) HIPAA Security Rule Documentation
- 45 CFR 164.308(a)(1)(ii)(A) – HIPAA Security Rule Risk Analysis
- 45 CFR 164.308(a)(1)(ii)(B) – HIPAA Security Rule Risk Management
- 45 CFR 164.308(a)(8) – HIPAA Security Rule Evaluation
- 45 CFR § 164.504(e)(2) - Privacy Rule Provisions
- 45 CFR § 164.314 - Security Rule Provisions/ Organizational Requirements BAs Contracts or Other Arrangements
- 45 CFR 164.512 – social responsibility reporting/Uses and disclosures for Research purposes as contained in the final HIPAA Privacy Rules.
- 45 CFR § 164.308(b)(1) – HIPAA Security Rule Administrative Safeguards BAs Contracts and Other Arrangements
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- 45 CFR § 164.502(e)(1) – HIPAA Privacy Rule Uses and Disclosures of PHI: General Rules – Disclosures to BAs
- 45 CFR §164.504 – HIPAA Privacy Rule Uses and Disclosures: Organizational Requirements

MAY 2019

GRANTS ~ AGREEMENTS ~ CONTRACTS

for Board review and approval

- MDH Public Health Emergency Preparedness (PHEP) (Marshall, MN) – 07/01/19 to 06/30/24;** Renewal of the emergency preparedness for another 5 year period with this being year 1; \$92,437 (decrease \$4,773)(RENEWAL).
Fiscal Note: 2018 - \$97,210 grant allocation

- DHS Fraud Investigation Regional Plan and Grant – 07/01/19 to 06/30/21;** Purpose is to maintain, establish, and fund cost effective fraud prevention investigation programs in the regional counties (Cottonwood, Jackson, Yellow Medicine, Nobles and SWHHS), grant amount of \$80,000/yr (renewal).
Fiscal Note: 2017-18 \$80,000/yr