

TODD COUNTY BOARD OF COMMISSIONERS

Health and Human Services Board Meeting Agenda

Date: May 28, 2013

Time: 9:00 AM

Meeting to be held in the Historic Courthouse, Long Prairie, Minnesota

		Approx. Time
1	Call to Order and Roll Call	9:00
2	Pledge of Allegiance	9:01
3	Amendments to the Agenda	9:03
4	Approve May 14, 2013 Minutes	9:04
5	General	9:05
5.1	Approve Fraud Prevention Investigation Program Agreement	
5.2	Senior Transportation Program Report	9:15
5.3	Statewide Health Improvement Project	9:35
	Conflict of Interest; Disclosure of Ownership for Contracted Health	
5.4	Plans	9:45
5.5	Additional Funding for ACA Expenses	9:55
6	Claims	
	Adjourn	

The County Board Meeting will begin promptly at the prescribed time. The County Board reserves the right to alter the order of the agenda items and the amount of time allowed for an item based on business needs.

TODD COUNTY HEALTH & HUMAN SERVICES

Minutes of the Meeting of the Health & Human Services Meeting

May 14, 2013

Call to Order

The Todd County Board of Commissioners met in the Todd County Historic Courthouse in the City of Long Prairie MN on the 14th day of May, 2013 at 9:00 a.m. with all members present. The meeting was opened with the Pledge of Allegiance.

Approval of Agenda

On motion by Blessing and second by Erickson, the following motion was introduced and adopted by unanimous vote: To approve the agenda as presented.

Approval of Minutes

On motion by Kircher and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve the April 23, 2013 minutes as read without changes.

General

New employee Tracy Pederson was introduced to the Board. Tracy is working in the Child Support Department, her first day of employment was April 1, 2013.

Leota Lind, CEO South Country Health Alliance was present and reported on the 2012 Annual Report.

On motion by Blessing and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve the Tobacco License at the Saukinac Bar and Grill, Sauk Centre, MN.

On motion by Kircher and second by Blessing, the following motion was introduced and adopted by unanimous vote: To approve the cost of \$6.75 per water test solution CY2013 in the amount of \$445.50. Project to be re-evaluated for the year 2015.

On motion by Blessing and second by Erickson, the following motion was introduced and adopted by unanimous vote: To approve renewal of the Provider Agreement and Business Associate Agreement between UCare and Todd County Health & Human Services – Public Health.

On motion by Blessing and second by Kneisl, the following motion was introduced and adopted by unanimous vote: To approve the renewal of the Provider Agreement and Business Associate Agreement between UCare and Todd County Health & Human Services – Social Services.

On motion by Blessing and second by Erickson, the following motion was introduced and adopted by majority vote with Kircher and Neumann voting against: To approve the Bad Debt List for 2009, 2010 & 2011 in the amount of \$3,730.83.

On motion by Erickson and second by Blessing, the following resolution was introduced and adopted by unanimous vote:

FOSTER CARE MONTH – MAY 2013

WHEREAS, the family, serving as the primary source of love, identity, self-esteem and support, is the very foundation of our communities and our State, and

WHEREAS, in Todd County there are children and youth in foster care being provided with a safe, secure and stable home along with the compassions and nurture of a foster family, and

WHEREAS, all young people in foster care need a meaningful connection to a caring adult who becomes a supportive and lasting presence in their lives, and

WHEREAS, foster, kinship and adoptive families, who open their homes and hearts and support children whose families are in crisis, play a vital role in helping children and families heal and reconnect thereby launching young people into successful adulthood, and

WHEREAS, dedicated foster families frequently adopt foster children, resulting in a greater need for more foster families, and

WHEREAS, there are numerous individuals, public and private organizations who work to increase public awareness of the needs of children in and leaving foster care as well as the enduring and valuable contribution of foster parents, and the foster care “system” is only as good as those who choose to be a part of it,

NOW, THEREFORE, the Todd County Board of Commissioners, by virtue of the authority vested do hereby proclaim May as **FOSTER CARE PROVIDER MONTH** in Todd County.

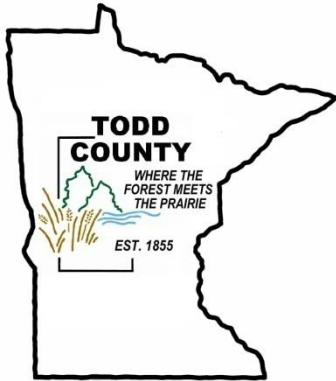
Social Services Fund Warrants

On a motion by Kneisl and second by Blessing the following motion was approved by unanimous vote: To recommend to the County Board the approval of all claims as presented on the Integrated and Disbursements Audit List for the Board on record at the Social Service Office, Courthouse Annex, representing claims in the amount of \$27,653.94.

The meeting was recessed by action of Chairman Neumann until May 28, 2013.

Vendor Name	Amount
ITEN FUNERAL HOME	3,385.00
LAKE STATE CONSTRUCTION	3,621.12
RURAL MN CEP INC	15,195.28
WILLIAMS DINGMANN FAMILY FUNERAL	3,500.00
Payments less than 2000	1,952.54
Final Total	27,653.94

Todd County, MN Board Action Form



Action Requested	
<input checked="" type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Information Item	<input type="checkbox"/> Report <input type="checkbox"/> Resolution <input type="checkbox"/> Other
Board Action Tracking Number (Admin use):	

Title (for publication with the Agenda): Fraud Prevention Investigation Program Cooperative Agreement	
Date of Meeting: 05/28/13	Total time requested: 10 minutes
Department Requesting Action: Health and Human Services	
Presenting Board Action/Discussion at Meeting: Lisa Chapin	
Background <input type="checkbox"/> Supporting Documentation enclosed	
The Fraud Prevention Investigation Program is an administrative investigative process based on a team approach involving program eligibility workers and investigators. It's focus is on quickly resolving issues of questionable public assistance program eligibility.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Approve the Fraud Prevention Investigation Program Cooperative Agreement effective 07/01/2013. Cass County, the Regional Administrative Agency (host county), contracts with the Minnesota Department of Human Services to administer the FPI program in Todd County. There are no funds paid out by Todd County under this agreement.	
Financial Implications: \$0	Comments
Funding Source: Federal grant	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Action	Voting in Favor	Voting Against
Motion:	<input type="checkbox"/> Blessing	<input type="checkbox"/> Blessing
Second:	<input type="checkbox"/> Kneisl	<input type="checkbox"/> Kneisl
<input type="checkbox"/> Passed	<input type="checkbox"/> Erickson	<input type="checkbox"/> Erickson
<input type="checkbox"/> Failed	<input type="checkbox"/> Kircher	<input type="checkbox"/> Kircher
<input type="checkbox"/> Tabled	<input type="checkbox"/> Neumann	<input type="checkbox"/> Neumann

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Karen Busch, County Auditor-Treasurer, Todd County, Minnesota hereby certify that I have compared the foregoing copy of the proceedings of the County Board of said County with the original record thereof on file in the Administration Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board and that the same is a true and correct copy of said original record and of the whole thereof, and that said motion was duly passed by said board at said meeting. Witness my hand and seal:	
	Seal

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

This Agreement by and between Cass County Human Services acting as the Fraud Prevention Investigation (FPI) REGIONAL ADMINISTRATIVE AGENCY (REGIONAL ADMINISTRATIVE AGENCY) and Todd County through its Human Services Department (COUNTY AGENCY).

WHEREAS, the REGIONAL ADMINISTRATIVE AGENCY contracts with the State of Minnesota's (State or state) Department of Human Services, Financial Fraud and Abuse Investigations Division (STATE) to administer the FPI program in Todd County under contract number GRK%61039 which is incorporated herein by reference.

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

NOW, THEREFORE, it is agreed:

1. **TERM OF AGREEMENT.**

1.1 **Effective date.** The effective date of this Agreement is 7/1/2013.

1.2 **Expiration date.** The expiration date of this Agreement is 6/30/2015.

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

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

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

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

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

2.5 Evaluate FPI referral rates among COUNTY AGENCY eligibility workers in 5 of 10

order to help identify fraud detection training needs.

- 2.6 Refer for criminal prosecution public assistance recipients and providers who have committed intentional program violations (IPV) or, when such prosecutions are declined by a COUNTY AGENCY attorney or the COUNTY AGENCY decides not to pursue criminal prosecution of an IPV, pursue administrative disqualification of a provider or recipient in lieu of criminal prosecution in compliance with Minnesota Statutes, section 256.046.

3. **REGIONAL ADMINISTRATIVE AGENCY DUTIES.** The REGIONAL ADMINISTRATIVE AGENCY will:

- 3.1 Provide FPI services and report FPI Program activity to the COUNTY AGENCY.
- 3.2 Use qualified investigative staff to provide FPI services.
- 3.3 Annually provide training to COUNTY AGENCY eligibility workers in fraud detection to assist them in identifying cases that should be referred. Provide training to COUNTY AGENCY eligibility workers on FPI forms and procedures.
- 3.4 Assist the COUNTY AGENCY in the identification and disqualification of individuals through the administrative disqualification hearing process when a completed fraud prevention investigation identifies an intentional program violation and no criminal action is contemplated.

4. **CONSIDERATION AND PAYMENT.** There will be no funds paid out by either agency under this Agreement. Each agency will be responsible for its own costs in performing its stated duties.

5. **AUTHORIZED REPRESENTATIVES.**

- 5.1 **REGIONAL ADMINISTRATIVE AGENCY.** The REGIONAL ADMINISTRATIVE AGENCY's authorized representative is Candyce Enblom or his/her successor.
- 5.2 **COUNTY AGENCY.** The COUNTY AGENCY's authorized representative is Cheryl Schneider, Director or his/her successor.
Lisa Chapin, Manager
- 5.3 **INFORMATION PRIVACY AND SECURITY.** The COUNTY AGENCY'S responsible authority for the purposes of complying with data privacy and security for this contract is Kim Minton or his/her successor.

6. **ASSIGNMENT.** COUNTY AGENCY shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the REGIONAL ADMINISTRATIVE AGENCY.

7. **AMENDMENTS.** Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original Agreement, or their successors in office.
8. **CANCELLATION.** This Agreement may be canceled by the REGIONAL ADMINISTRATIVE AGENCY or COUNTY AGENCY at any time, with or without cause, upon thirty (30) days written notice to the other party.
9. **STATE AUDITS.** Under Minn. Stat. §16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the COUNTY AGENCY and its employees, agents, or subcontractors relevant to this contract shall be made available and subject to examination by the REGIONAL ADMINISTRATIVE AGENCY and STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this Agreement.
10. **INFORMATION PRIVACY AND SECURITY.** For purposes of executing its responsibilities and to the extent set forth in this Agreement, the COUNTY AGENCY will be processing health care bills or payments on behalf of the State, and/or conducting other health care operations on behalf of State. In carrying out its duties, COUNTY AGENCY will be handling protected health information and other private information concerning individual State clients. As such, COUNTY AGENCY agrees to be bound by the state and federal laws protecting the privacy of information, including the Data Practices Act, Minnesota Health Records Act, Health Insurance Portability Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) (42 USC 201 note, 42 USC 17931), and federal drug and alcohol treatment regulations.

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

11. **LIABILITY.** The COUNTY AGENCY and the REGIONAL ADMINISTRATIVE AGENCY agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other and the results thereof. The COUNTY AGENCY and the REGIONAL ADMINISTRATIVE AGENCY liabilities shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, section 466.01 to 466.15, and other applicable law.
12. **DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS**
COUNTY AGENCY certifies that neither it nor its principals is presently debarred or suspended by the state, or any of its departments, commissions, agencies, or political subdivisions. COUNTY AGENCY'S certification is a material representation upon which this contract is based. COUNTY AGENCY shall provide immediate written notice to the REGIONAL ADMINISTRATIVE AGENCY'S Authorized Representative of 10

if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNATRY EXCLUSION

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

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

1. The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.
13. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in REGIONAL ADMINISTRATIVE AGENCY'S County, Minnesota.
14. **WAIVER.** If the REGIONAL ADMINISTRATIVE AGENCY fails to enforce any provision of this contract, that failure does not waive the provision or the REGIONAL ADMINISTRATIVE AGENCY'S right to enforce it.
15. **CONTRACT COMPLETE.** This contract contains all negotiations and agreements between the REGIONAL ADMINISTRATIVE AGENCY and the COUNTY AGENCY. No other understanding regarding this contract, whether written or oral may be used to bind either party.
16. **OTHER PROVISIONS.** None.

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

APPROVED:

COUNTY AGENCY:

REGIONAL ADMINISTRATIVE AGENCY:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

Vendor Name	Amount
BRENNY FUNERAL HOME	4,200.00
DHS	42,761.06
FRESHWATER EDUC DIST 6004	13,429.00
PERISH/ALAN	2,869.26
Payments Less than 2000	38,645.77
Total	101,905.09
# 10981 Foster Care Provider	3,050.40
# 11417 Foster Care Provider	6,176.39
Payments Less than 2000	17,154.88
Total	26,381.67
Final Total	128,286.76