

TODD COUNTY BOARD OF COMMISSIONERS

Health and Human Services Board Meeting Agenda

Date: February 27, 2015

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	January 27, 2015 Meeting Minutes	9:04
5	General	
5.1	DAC Update	9:05
5.2	Revised Tobacco Ordinance	9:10
5.3	2015 County Delegation Agreement from SCHA	9:15
5.4	Resignation - Tichy	9:20
5.5	Resignation - Freyholtz	9:25
5.6	Todd County Public Health Advisory Committee	9:30
6	Claims	

Adjourn

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): Approve Meeting Minutes	
Date of Meeting: February 27, 2015	Total time requested: 5 min
Department Requesting Action: Health & Human Services	
Presenting Board Action/Discussion at Meeting: Denise Gaida	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
January 27, 2015 meeting minutes attached	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
To approve the meeting minutes for January 27, 2015.	
Financial Implications: \$	Comments
Funding Source:	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Signatures STATE OF MINNESOTA } COUNTY OF TODD } I, Denise Gaida, 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
--	------

TODD COUNTY HEALTH & HUMAN SERVICES

Minutes of the Meeting of the Health & Human Services Meeting

January 27, 2015

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 27th day of January 2015 at 9:00 a.m. with all members present with Kircher absent. The meeting was opened with the Pledge of Allegiance.

Approval of Agenda

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

Approval of Minutes

On motion by Erickson and second by Neumann, the following motion was introduced and adopted by unanimous vote: To approve the December 23, 2014 minutes as read.

General

Introduction of new staff in the Health & Human Services as an Intern, Britney Olson he funding is through NJPA and will be working at the County through May, 2015. She will be working in the Child Protection.

MFIP Audit Results

Lis Chapin gave the update on the MFIP Audit Results. Lisa read a letter from the Economic Assistant and Employment Support Division stating the excellent work done by Todd County serving MFIP recipients. Todd County will not need to submit an improvement plan for 2015 by meeting these standards. With these results the County will receive an additional 2.5% of the total consolidated funds.

4th Quarter Financial Report

Jena Peterson, Administrative Services Unit Manager reported on the 4th Quarter Financial Report. Reports are on file in the Administration Office and the HHS Office.

Date Change for February 2015 Meeting

On motion by Neumann and second by Kneisl, the following motion was introduced and adopted by unanimous vote: Jackie Och, Director of the Health & Human Services Division is requesting to the Board to change the next HHS Meeting from February 25, 2015 to February 27, 2015. After discussion with the Board the date will be changed to Friday February 27, 2015.

Home Care Program Review

Discussion about this topic was postponed until Commissioner Kircher can attend.

Social Services Fund Warrants

On a motion by Neumann and second by Erickson 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 \$107,712.69.

On a motion by Neumann and second by Erickson 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 \$114,166.53.

On a motion by Kneisl and second by Neumann the meeting was adjourned for the month of January, 2015.

Commissioner Warrants

Vendor Name	Amount
CATHOLIC CHARITIES	5,465.60
# 4453	2,418.00
KINDRED FAMILY FOCUS	24,528.44
MERIDIAN SERVICES INC	3,929.51
NEXUS INC - MILLE LACS ACADEMY	4,102.23
NORTHERN PINES MENTAL HLTH CTR	4,872.00
NORTHWOOD CHILDRENS SRVS	3,694.16
PINEHAVEN YOUTH AND FAMILY SRVS INC	8,219.83
PORT OF CROW WING BOYS HOME	5,084.00
TODD COUNTY DAC	7,730.73
WEST CENTRAL REG JUVENILE CTR	6,896.66
WOODLAND HILLS	6,846.03
Payments less than 2000	23,925.43
Final Total	107,712.62

CORPORATE HEALTH SYSTEMS INC	4,331.88
DHS - ANOKA METRO RTC - 412	6,600.00
DHS - MSOP-MN SEX OFFENDER PROGRAM	7,161.00
DHS - ST PETER RTC - 472	12,152.00
DHS - SWIFT	29,040.04
V #13890	4,038.60
MORRISON COUNTY SOCIAL SERVICES	2,487.50
OTTER TAIL CTY HUMAN SERVICES	5,903.00
PERISH/ALAN	3,284.01
RURAL MN CEP INC	3,689.92
PAYMENTS LESS THAN \$2000.00	35,478.58
Final Total	114,166.53

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): Approve Commissioner Warrants	
Date of Meeting: February 27, 2015	Total time requested: 5 min
Department Requesting Action: Health & Human Services	
Presenting Board Action/Discussion at Meeting: Denise Gaida	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
Printout sent to Commissioners	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
To approve the HHS Commissioner Warrants in the amount of \$142,453.98 and 149,157.74.	
Financial Implications: \$	Comments
Funding Source:	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Denise Gaida, 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	

Commissioner Warrants

Vendor Name	Amount
BRENNY FUNERAL CHAPEL	2,200.00
DHS - MSOP-MN SEX OFFENDER PROGRAM	7,399.70
DHS - ST PETER RTC - 472	13,454.00
DHS - SWIFT	9,505.21
FRESHWATER EDUCATION DISTRICT 6004	13,440.00
INFORMATION SYSTEM CORP	13,294.60
ITEN FUNERAL HOME	3,900.00
MORRISON COUNTY SOCIAL SERVICE	2,300.00
PERISH/ALAN	3339.21
RURAL MN CEP INC	19937.15
TODD COUNTY AUDITOR/TREASURER	15096.10
Payments less than 2000	38588.01
Final Total	142453.98

CATHOLIC CHARITIES	3815.61
DHS - SWIFT	14647.62
# 4453 FOSTER CARE	2635.00
J & J HOLMES INC	3041.10
KINDRED FAMILY FOCUS	24528.44
# 12714 FAMILY SUPPORT GRANT	3113.99
MERIDIAN SERVICES INC	5422.53
NEXUS INC - MILLE LACS ACADEMY	4147.49
NORTHERN PINES MENTAL HLTH CTR	30413.00
PINEHAVEN YOUTH AND FAMILY SRVS INC	9408.19
PORT OF CROW WING BOYS HOME	6523.52
PRODUCTIVE ALTERNATIVES INC	2709.81
TODD COUNTY DAC	7779.39
WEST CENTRAL REG JUVENILE CTR	4632.50
Payments less than 2000	26339.55
Final Total	149157.74

Todd County, MN Board Action Form



Action Requested	
<input type="checkbox"/> Action/Motion <input type="checkbox"/> Discussion <input checked="" 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): DAC Update	
Date of Meeting: 02/27/2015	Total time requested: 5 min
Department Requesting Action: Health and Human Services	
Presenting Board Action/Discussion at Meeting: Jackie Och	
Background <input type="checkbox"/> Supporting Documentation enclosed	
DAC Update	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Financial Implications: \$	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Denise Gaida, 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	

Todd County, MN Board Action Form



Action Requested	
<input type="checkbox"/> Action/Motion <input checked="" 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): Discuss Revised Tobacco Ordinance	
Date of Meeting: February 27, 2015	Total time requested: 15 min
Department Requesting Action: HHS	
Presenting Board Action/Discussion at Meeting: Katherine Mackedanz/Jackie Och	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
The Todd County tobacco ordinance has been updated to reflect state law; see attached ordinance. The specific changes to the ordinance will be discussed.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Financial Implications: \$	Comments
Funding Source:	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Denise Gaida, 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	

ORDINANCE NO. _____

**AN ORDINANCE REGULATING THE POSSESSION, SALE, AND CONSUMPTION OF
TOBACCO AND RELATED DEVICES AND PRODUCTS WITHIN THE COUNTY OF TODD,
MINNESOTA**

THE COUNTY BOARD OF THE COUNTY OF TODD, MINNESOTA ORDAINS:

Section 1. Title. This ordinance shall be known and referenced as the Todd County Tobacco Sales and Access Ordinance.

Section 2. Purpose. The County Board recognizes that:

- I.** Many persons under the age of 18 years purchase or otherwise obtain, possess, and use tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products.
- II.** Sales, possession, and use of tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products by persons under the age of 18 years are violations of both Minnesota and Federal laws.
- III.** Publications by the National Cancer Institute, U.S. Center for Disease Control and Prevention, the Minnesota Department of Health, Minnesota Department of Human Services, Minnesota Attorney General's Office, and the University of Minnesota summarizing state and national research show that:
 - Most smokers begin smoking before they have reached the age of 18 years,
 - Those persons who reach the age of 18 years without having started smoking are significantly less likely to begin smoking,
 - Tobacco use has been shown to be the cause of several serious health problems which subsequently place a financial burden on all levels of government, and
 - Smoking rates for minors under 18 are higher in communities where the law is not actively enforced.
- IV.** This ordinance shall be intended to regulate the sale, possession, and use of tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products for the purpose of enforcing and furthering existing laws; to protect minors against the serious effects associated with the illegal use of tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products; and to further official public policy of the State of Minnesota in regard to preventing young people from starting to smoke as stated in Minn. Stat. §144.391, as it may be amended from time to time.

Section 3. Jurisdiction.

Subd. 1. The Todd County Tobacco Sales and Access Ordinance shall apply to all incorporated and unincorporated areas within Todd County that do not have a municipal tobacco license and active regulation, which meet the intent and minimum requirements of Minnesota law, in effect.

Subd. 2. All requirements of this ordinance are applicable within a city or town that licenses retail establishments but fails to actively regulate retail sales according to Minnesota law.

Section 4. Definitions and Interpretations.

Except as may otherwise be provided or clearly implied by context, all terms shall be given their commonly accepted definitions. For purpose of this ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

Subd. 1. Administrative Fee. The license and service fees that are assessed to individuals, as authorized by the ordinance. Administrative fees are not penalties assigned in a criminal court.

Subd. 2. Administrative Penalty. The fees that are assessed to individuals for violation of the ordinance as authorized by the ordinance.

Subd. 3 Child-Resistant Packaging. Packaging that meets the definition set forth in Code of Federal Regulations, title 16, section 1700.15(b), as in effect on January 1, 2015, and was tested in accordance with the method described in Code of Federal Regulations, title 16, section 1700.20, as in effect on January 1, 2015.

Subd. 4. Compliance Checks. The system the county uses to investigate and ensure that those authorized to sell tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products are following and complying with the requirements of this ordinance. Compliance checks shall involve the use of minors as authorized by this ordinance. Compliance checks shall also mean the use of minors who attempt to purchase tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products for educational, research, and training purposes as authorized by state and federal laws. Compliance checks may also be conducted by other units of government for the purpose of enforcing appropriate federal, state, or local laws and regulations relating to tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery products.

Subd. 5. County Board. The Todd County Board of Commissioners.

Subd. 6. County Official. The person or persons authorized to administer and enforce this ordinance.

Subd. 7. Electronic Delivery Device. Any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device does not include any product that has been approved or certified by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is marketed and sold for such an approved purpose.

Subd. 8. Indoor Area. All space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent. A 0.011 gauge window screen is not considered a wall.

Subd. 9. Loosies. The common term used to refer to a single or individually packaged cigar or cigarette, or any other tobacco product that has been removed from its packaging and sold individually. The term “loosies” does not include individual cigars with a retail price before any sales taxes of more than \$2.00 per cigar.

Subd. 10. Minor. Any natural person who has not yet reached the age of 18 years.

Subd. 11. Moveable Place of Business. Any business operated out of a truck, van, automobile, kiosk, or other type of vehicle or transportable shelter without a fixed address store front or other permanent type of structure authorized for sales transactions.

Subd. 12. Nicotine or Lobelia Delivery Product. Any product containing or delivering nicotine or lobelia intended for human consumption, or any part of such a product, that is not tobacco or an electronic delivery device as defined in this section, not including any product that has been approved or otherwise certified for legal sale by the United States Food and Drug Administration for tobacco use cessation, harm reduction, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

Subd. 13. Retail Establishment. Any place of business where tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products are available for sale to the general public. Retail establishments shall include, but not be limited to, tobacco shops, grocery stores, service stations, convenience stores, restaurants, taverns, and drug stores.

Subd. 14. Sale. Any transfer of goods for money, trade, barter, or other consideration.

Subd. 15. Self-Service Merchandising. Open displays of tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery devices in any manner where any person shall have access to the tobacco, tobacco products, tobacco-related devices, or nicotine or lobelia delivery products, without the assistance or intervention of the licensee or the licensee's employee. The assistance or intervention shall entail the actual physical exchange of the tobacco, tobacco-related device, or nicotine or lobelia delivery device between the customer and the licensee or licensee's employee. Self-service sales are interpreted as being any sale where there is not an actual physical exchange of the product between the clerk and the customer.

Subd. 16. Smoking. The inhaling or exhaling smoke from any lighted or heated cigar, cigarette, pipe, or any other tobacco or plant product, or inhaling or exhaling vapor or aerosol from an electronic delivery device. Smoking also includes carrying a lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product intended for inhalation.

Subd. 17. Tobacco or Tobacco Products. Any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product cigarettes; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings, and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any tobacco product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

Subd. 118. Tobacco-Related Devices. Any pipes, rolling papers, ashtray, or other device intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of vapors of tobacco or tobacco products. Tobacco-related devices shall include accessories or components of tobacco-related devices which may be marketed separately.

Subd. 19. Vending Machine. Any mechanical, electric or electronic, or other type of device which dispenses tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products upon the insertion of money, tokens, or other form of payment directly into the machine by the person seeking to purchase the tobacco, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product.

Section 5. License.

No retail establishment shall sell or offer to sell any tobacco, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product without first having obtained a license to do so from the county, unless such person obtained a license from a city or town which is responsible for licensing and within its jurisdiction.

Subd. 1. Application. An application for a license to sell shall be made on a form provided by the county. The application shall contain the full name of the applicant, applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, and any additional information the county deems necessary. If it is determined that an application is incomplete, it shall be returned to the applicant with notice of the information necessary to complete the application.

Subd. 2. Action. The County Board may either approve or deny the license, or it may delay action for a reasonable period of time as necessary to complete any investigation of the application or the applicant. Investigation may include, but is not limited to, a background check. If the County Board approves, the license shall be issued to the applicant. If the County Board denies the license, notice of the denial shall be given to the applicant along with the notice of the applicant's rights and the appeal process.

Subd. 3. Term. All licenses shall be valid upon approval by the Todd County Board. The license shall terminate each year on December 31st. The length of the license time may be modified from time-to-time by resolution of the County Board.

Sub. 4. Revocation or Suspension. Any license issued under this section may be revoked or suspended as provided in this ordinance.

Subd. 5. Renewals. The renewal of a license shall be handled in the same manner as the original application. The applicant's request for a renewal shall be made at least thirty days but no more than sixty days before the expiration of the current license.

Subd. 6. Issuance as privilege and not a right. The issuance of a license issued under this section shall be considered a privilege and not an absolute right of the applicant and shall not entitle the holder to an automatic renewal of the license.

Subd. 7. Transfers. All licenses shall be valid only on the premises for which the license was issued and only for the person to whom the license was issued. No transfer of the license to another location or person shall be allowed.

Subd. 8. Moveable Place of Business. No license shall be issued to a movable place of business. Only fixed-location businesses shall be eligible to be licensed.

Subd. 9. Display. All licenses shall be posted and displayed on the licensed premise in plain view of the general public and shall be exhibited to any person upon request.

Subd. 10. Smoking. Smoking shall not be permitted and no person shall smoke within the indoor area of any establishment with a retail tobacco license. Smoking for the purposes of sampling tobacco, tobacco-related devices, or electronic delivery devices is prohibited.

Section 6. Administrative Fees.

No license shall be issued under this ordinance until the appropriate administrative fee is paid in full. The administrative fee for a license under this ordinance shall be established and may be modified, from time to time, through county ordinance.

Section 7. Basis for Denial of License.

Grounds for the County Board to deny the issuance or renewal of a license under this ordinance include, but are not limited to, the following:

Subd. 1. The applicant is under the age of 18 years.

Subd. 2. The applicant has been convicted within the past five years of any violation of a federal, state, or local law, ordinance provision, or other regulation relating to tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products.

Subd. 3. The applicant has had a license to sell tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products suspended or revoked within the preceding 12 months of the date of application.

Subd. 4. The applicant fails to provide any information required on the application, or provides false or misleading information.

Subd. 5. The applicant is prohibited by federal, state, or other local law, ordinance, or other regulation, from holding a license.

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

Section 8. Prohibited Sales.

It shall be a violation of this ordinance for any person to sell or offer to sell any tobacco, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product:

Subd. 1. To any person under the age of 18 years.

Subd. 2. By means of any type of vending machine.

Subd. 3. At a moveable place of business.

Subd. 4. By means of loosies as defined in Section 4 of this ordinance.

Subd. 5. By means of self-service methods whereby the customer does not need to make a verbal or written request to an employee of the licensed premise in order to receive the tobacco, tobacco product, tobacco-related device, or nicotine or lobelia delivery device and whereby there is not a physical exchange of the tobacco, tobacco product, tobacco-related device, or nicotine or lobelia delivery device between the licensee, or the licensee's employee, and the customer.

Subd. 6. Containing opium, morphine, jimson weed, bella donna, strychnos, cocaine, marijuana, or other deleterious, hallucinogenic, toxic, or controlled substances except nicotine and other substances found naturally in tobacco or added as part of an otherwise lawful manufacturing process.

Subd. 7. By any other means, to any other person, or in any other manner or form prohibited by federal, state, or other local law, ordinance provision, or other regulation.

Section 9. Self-Service Sales.

It shall be unlawful for a licensee under this ordinance to allow the sale of tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products by any means whereby the customer may have access to those items without having to request the items from the licensee or the licensee's employee and whereby there is not a physical exchange of the tobacco, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product between the licensee or his or her clerk and the customer. All tobacco, tobacco-related devices, electronic delivery devices, and nicotine or lobelia delivery devices shall either be stored behind a counter or other area not freely accessible to customers, or in a case or other storage unit not left open and accessible to the general public.

Section 10. Responsibility.

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

Section 11. Compliance Checks and Inspections.

All licensed premises under this ordinance shall be open to inspection by the Todd County Sheriff's Department or other authorized county officials during regular business hours. From time-to-time, but at least once per year, the county shall conduct compliance checks by engaging, with the written consent of their parents or guardians, minors over the age of 15 years but less than 18 years to enter the licensed premise to attempt to purchase tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products. Minors used for the purpose of compliance checks shall be supervised by designated law enforcement officers or other designated county personnel. Minors used for compliance checks shall not be guilty of the unlawful purchase or attempted purchase, nor the unlawful possession of tobacco, tobacco-related devices, electronic delivery devices, or nicotine or lobelia delivery products when such items are obtained or attempted to be obtained as a part of the compliance check. Nothing in this section shall prohibit compliance checks authorized by state or federal laws for educational, research, or training purposes, or required for the enforcement of a particular state or federal law.

Section 12. Other Illegal Acts.

Unless otherwise provided, the following acts shall be a violation of this ordinance:

Subd. 1. Illegal Sales. It shall be a violation of this ordinance for any person to sell or otherwise provide any tobacco, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product to any minor.

Subd. 2. Illegal Possession. It shall be a violation of this ordinance for any minor to have in his or her possession any tobacco, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product. This subdivision shall not apply to minors lawfully involved in a compliance check.

Subd. 3. Illegal Use. It shall be a violation of this ordinance for any minor to smoke, chew, sniff, or otherwise use any tobacco, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product.

Subd. 4. Illegal Procurement. It shall be a violation of this ordinance for any minor to purchase, attempt to purchase, or otherwise obtain any tobacco, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product, and it shall be a violation of this ordinance for any person to purchase or otherwise obtain such items on behalf of a minor. It shall further be a violation for any person to coerce or attempt to coerce a minor to illegally purchase or otherwise obtain or use any tobacco, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product. This subdivision shall not apply to minors lawfully involved in a compliance check.

Subd. 5. Use of False Identification. It shall be a violation of this ordinance for any minor to attempt to disguise his or her true age by the use of a false form of identification, whether the identification is that of another person or one on which the age of the person has been modified or tampered with to represent an age older than the actual age of the person.

Subd. 6. Liquid Packaging. It shall be a violation of this ordinance to sell and liquid, whether or not such liquid contains nicotine, intended for human consumption and use in an electronic delivery device, in packaging that is not child-resistant. Upon request, a licensee shall provide a copy of the certificate of compliance or full laboratory testing report for the packaging used.

Section 13. Violations.

Subd. 1. Notice. A person violating this ordinance may be issued, either personally or by mail, a citation that sets forth the alleged violation and administrative penalty. The notice shall inform the alleged violator of the right to an administrative hearing.

Subd. 2. Hearings. Upon issuance of a citation, a person accused of violating this ordinance may request a hearing on the matter, and a hearing shall be scheduled, the time and place of which shall be published and provided to the accused violator. A hearing request by the accused must be requested in writing within 30 days of the violation date to the Todd County Sheriff's Department. If a violation is found to have occurred, the violator shall be responsible for the cost of conducting the administrative hearing.

Subd. 3. Hearing Officer. An Administrative Law Judge shall serve as the hearing officer.

Subd. 4. Decision. If the hearing officer determines that a violation of this ordinance did occur, that decision, along with the hearing officer's reasons for finding a violation and the penalty to be imposed under Section 14 of this ordinance, shall be recorded in writing, a copy of which shall be provided to the accused violator. Likewise, if the hearing officer finds that no violation occurred or finds grounds for not imposing any penalty, those findings shall be recorded and a copy provided to the acquitted accused violator.

Subd. 5. Appeals. Appeals of any decision made by the hearing officer shall be filed in Todd County District Court within 30 days.

Subd. 6. Misdemeanor Prosecution. Nothing in this section shall prohibit the county from seeking prosecution as a misdemeanor for any alleged violation of this ordinance.

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

Section 14. Administrative Penalties.

Subd. 1. Licensees. Any licensee found to have violated this ordinance, or whose employee shall have violated this ordinance, shall be charged an administrative penalty of \$75 for a first violation of this ordinance; \$200 for a second offense at the same licensed premises within a 24-month period; and \$250 for a third or subsequent offense at the same location within a 24-month period. In addition, after the third offense, the license shall be suspended for not less than seven consecutive days.

Subd. 2. Other Individuals. Other individuals, other than minors regulated by Subd. 3 of this section, found to be in violation of this ordinance shall be charged an administrative penalty of \$50.

Subd. 3. Minors. Minors found in unlawful possession of, or who unlawfully purchase or attempt to purchase, tobacco, tobacco-related device, electronic delivery device, or nicotine or lobelia delivery product, shall be subject to pay up to a \$100 administrative penalty, or may be subject to tobacco-related education classes, community service, or another penalty that the county believes will be appropriate and effective.

Subd. 4. Misdemeanor. Nothing in this section shall prohibit the county or city from seeking prosecution as a misdemeanor for any violation of this ordinance.

Section 15. Exceptions and Defenses.

Nothing in this ordinance shall prevent the provision of tobacco or tobacco-related devices, to a minor as a part of a lawfully recognized religious, spiritual, or cultural ceremony. It shall be an affirmative defense to the violation of this ordinance for a person to have reasonably relied on proof of age as described by state law.

Section 16. Severability and Savings Clause.

If any section or provision of this ordinance shall be found invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect other sections or provisions which can be given force and effect without the invalidated section or provision.

Section 17. Effective Date.

This ordinance shall be in full force and effect from and after its passage and approval, as provided by law.

Passed and approved this _____ day of _____, by the County of Todd.

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): 2015 County Delegation Agreement from South Country Health Alliance)	
Date of Meeting: 02/27/2015	Total time requested: 5 minutes
Department Requesting Action: HHS	
Presenting Board Action/Discussion at Meeting: Jackie Och	
Background <input checked="" type="checkbox"/> Supporting Documentation enclosed	
SCHAs desires to delegate Care Coordination duties and a qualified Community Care Connector to Todd County.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Approve the 2015 Delegation Agreement between South Country Health Alliance and Todd County.	
Financial Implications: \$	Comments
Funding Source: 21-Public Health	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Denise Gaida, 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	

2015 DELEGATION AGREEMENT

THIS DELEGATION AGREEMENT effective February 1, 2015 by and between Todd County (“Delegated Entity”) and South Country Health Alliance (“SCHA”).

WHEREAS, South Country Health Alliance desires to delegate the provision of certain services described herein to Delegated Entity; and

WHEREAS, Delegated Entity desires to provide the delegated services described herein in accordance with SCHA policies and procedures and in compliance with applicable federal and state laws, regulations, and National Committee for Quality Assurance (NCQA) accreditation standards;

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

SECTION 1 DEFINITIONS

The following terms as used in this Agreement shall have the meanings ascribed to them below unless the context clearly requires a different meaning:

- 1.1 Action:** 1) the denial or limited authorization of a requested service, including the type or level of service; 2) the reduction, suspension, or termination of a previously authorized service; 3) the denial, in whole or in part of payment for a service; 4) the failure to provide services in a timely manner; 5) the failure of the MCO to act within the timeframes identified; 6) for a resident of a rural area with only one MCO, the denial of a member’s request to exercise his or her right to obtain services outside the network.
- 1.2 Agreement:** This Agreement, including any schedules or other attachments hereto, all as presently in effect or as hereafter amended.
- 1.3 Appeal:** The oral or written request from the member, or the Provider acting on behalf of the member with the member’s written consent to the MCO for review of an Action. An appeal may be expedited if the member’s medical condition requires a decision within 3 days.
- 1.4 Care Coordination:** The assignment of an individual who coordinates the provision of all Medicare and Medicaid health and long-term care services for members, and who coordinates services to a member among different health and human service professionals and across settings of care. The individual must be a social worker, public health nurse, registered nurse, physician assistant, nurse practitioner or physician.
- 1.5 Case Management:** The coordination of care and services provided to members to facilitate appropriate delivery of care and services. It involves comprehensive assessment

of the member's condition; determination of available benefits and resources; and development and implementation of a case management plan with performance goals, monitoring and follow-up.

- 1.6 Care Transition:** The movement of a member from one care setting to another as the member's health status changes; for example, moving from home to a hospital as the result of an exacerbation or a chronic condition or moving from the hospital to a rehabilitation facility after surgery.
- 1.7 Care Transition, Planned:** Include elective surgery or a decision to enter a long-term care facility.
- 1.8 Care Transition Process:** The period from identifying a member who is at risk for a care transition through the completion of a transition. This process goes beyond the actual movement from one setting to another; it includes planning and preparation for transitions and the follow-up care after transitions are completed.
- 1.9 CMS:** The federal Centers for Medicare and Medicaid Services, formerly known as the Health Care Financing Administration.
- 1.10 CMS Contract:** The contract between SCHA and CMS for the provision of Medicare services.
- 1.11 Complex Case Management:** The systematic coordination and assessment of care and services provided to members who have experienced a critical event or diagnosis that requires the extensive use of resources and who need help navigating the system to facilitate appropriate delivery of care and services.
- 1.12 Client Contact Manager System (CCM):** A Windows-based software system that was designed for case management activities. CCM provides a communication link and integrated case management system for Third Party Administrators (TPA), SCHA, Public Health and Human Services in assisting SCHA members with their health care needs.
- 1.13 Disclosing Entity:** A Medicaid Provider (other than an individual practitioner or group of practitioners), or a fiscal agent as stated in 42 CFR §455.101
- 1.14 Elderly Waiver:** The Elderly Waiver (EW) program funds home and community-based services for people age 65 or older who require the level of medical care provided in a nursing home, but choose to reside in the community. To receive EW services a person must choose community care and be eligible for Medical Assistance (MA) payment of long-term (LTC) services; assessed through a Long-Term Care Consultation (LTCC) and determined to need the level of care provided in a nursing facility (NF-I or NF-II); be in need supports and services beyond those available through the standard MA benefit set according to the LTCC screening or MNChoices; and incurring a cost to MA for community-based services that is less than the cost of institutional care.

- 1.15 Grievance:** An expression of dissatisfaction about any matter other than an Action, including but not limited to, the quality of care or services provided or failure to respect the member's rights.
- 1.16 Managed Care Organization (MCO):** An entity that has or is seeking to qualify for a comprehensive risk contract and that is: (1) a Federally Qualified HMO that meets the advance directives requirements of 42 CFR 489.100-104; or (2) any public or private entity that meets the advance directives requirements and is determined to also meet the following conditions: a) makes the services that it provides to its Medicaid Enrollees as accessible (in terms of timeliness, amount, duration, and scope) as those services are to other Medicaid Recipients within the area served by the entity; and b) meets the solvency standards of 42 CFR 438.116.
- 1.17 Managing Employee:** A general manager business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operation of an institution, organization or agency as defined in 42 CFR §455.101.
- 1.18 Minnesota Health Care Programs (MHCP):** Medical Assistance, General Assistance Medical Care, Prepaid Medical Assistance Program, and MinnesotaCare.
- 1.19 Minnesota Senior Care Plus (MSC+):** The benefit set that includes all services under MSC plus the Elderly Waiver home and community-based services and one hundred and eighty days (180) of nursing facility care.
- 1.20 Minnesota Senior Health Options (MSHO):** The prepaid managed care program for Medical Assistance-eligible seniors, age 65 and over, with or without Medicare. SCHAs MSHO product is called SeniorCare Complete.
- 1.21 MSHO Community Well Members:** Members enrolled in SeniorCare Complete, SCHAs MSHO product and SCHAs is receiving a Community Well rate cell payment.
- 1.22 National Committee for Quality Assurance (NCQA):** A nonprofit organization that seeks to improve patient care and health plan performance in partnership with Managed Care Plans, purchasers, consumers and the public sector. NCQA evaluates health plans' internal quality processes through accreditation reviews and works to develop health plan performance measures.
- 1.23 Ownership Interest:** The possession of equity in the capital, the stock, or the profits of the Disclosing Entity.
- 1.24 Person with an Ownership or Control Interest:** Person or corporation that: A) has an ownership interest, directly or indirectly totaling five percent (5%) or more in the MCO or a Disclosing Entity; B) has a combination of direct and indirect Ownership Interests equal to five percent (5%) or more in the MCO or the Disclosing Entity; C) owns an interest of 5% or more in any mortgage, deed of trust, note, or other obligation secured by the MCO or the Disclosing Entity; or D) is an officer or director of the MCO or the

Disclosing Entity (if it is organized as a corporation) or E) is a partner in the MCO or the Disclosing Entity (if it is organized as a partnership).

- 1.24.1** Direct Ownership Interest is defined as the possession of stock, equity in capital or any interest in the profits of the Disclosing entity.
- 1.24.2** Indirect Ownership Interest is defined as ownership interest in an equity that has a direct or indirect ownership interest in the Disclosing Entity. The amount of indirect ownership interest in the Disclosing Entity that is held by any other entity is determined by multiplying the percentage of ownership interest at each level. An indirect ownership interest must be reported if it equates to an ownership interest of 5% or more in the Disclosing Entity. Example: If C owns 10% of the stock in a corporation that owns 80% of the stock of the Disclosing entity, C's interest equates to an 8% indirect ownership and must be disclosed.
- 1.24.3** Controlling Interest is defined as the operational direction or management of a disclosing entity which may be maintained by any or all of the following devices: the ability or authority, expressed or reserved, to amend or change the corporate identity, (i.e., joint venture agreement, unincorporated business status) of the disclosing entity; the ability or authority to nominate or name members of the Board of Directors or Trustees of the disclosing entity; the ability or authority, expressed or reserved to amend or change the by-laws, constitution, or other operating or management direction of the disclosing entity; the right to control any or all of the assets or other property of the disclosing entity or the sale or dissolution of that entity; the ability or authority, expressed or reserved, to control the sale of any or all of the assets, to encumber such assets by way of mortgage or other indebtedness, to dissolve the entity, or to arrange for the sale or transfer of the disclosing entity to new ownership control.
- 1.25** **Provider:** An Individual or entity that is engaged in the delivery of health care services and is legally authorized to do so by the state in which it delivers the services.
- 1.26** **Significant Business Transaction:** Any business transaction or series of related transactions that, during any one fiscal year, exceeds either \$25,000 or 5 percent (%) of a provider's total operating expenses.
- 1.27** **Special Needs BasicCare (SNBC) Plan:** A service delivery system in which the State contracts with a Medicare Advantage Special Needs Plan to provide Medicaid services and/or integrated Medicare and Medicaid services to Medicaid eligible people with disabilities who are between the ages of 18 through 64 at the time of enrollment. SCHA's SNBC products are called AbilityCare, SingleCare and SharedCare.
- 1.28** **State:** The Minnesota Department of Human Services or its agents, and the Commissioner of Human Services.
- 1.29** **State Contract:** The contract between SCHA and the Minnesota Department of Human Services for the purpose of providing and paying for health care services and supplies to

recipients enrolled in SCHAs under Minnesota Health Care Programs, MSC+, MSHO, or the SNBC Plan.

SECTION 2 SCHAs RESPONSIBILITIES

- 2.1 Delegated Activities.** SCHAs shall delegate to Delegated Entity the provision of Care Coordination duties and other services as set forth in Exhibit A, which is attached hereto and incorporated herein, and in accordance with SCHAs policies and procedures, applicable laws and regulations, and NCQA accreditation standards.
- 2.2 SCHAs Policies and Procedures.** Prior to execution of this Agreement, SCHAs shall provide to Delegated Entity copies of SCHAs policies and procedures applicable to this Agreement either through regular mail or electronically. SCHAs may change its policies and procedures by providing thirty (30) days prior written notice to Delegated Entity of the changes and their effective dates. However, if required by state or federal law, regulation, or regulatory action, SCHAs may change its policies and procedures by providing written notice to Delegated Entity of the changes and their effective dates. Any notice provided to Delegated Entity under this section may be in an electronic format. Policies are available in the Client Contact Manager (CCM) system under the Documents section. Procedures are available in the web-manual online at www.mnscha.org.
- 2.3 Oversight, Monitoring and Audit.** SCHAs shall perform ongoing oversight and monitoring of Delegated Entity's performance under this Agreement, including but not limited to, review of any required reporting under this Agreement. At any time, but at least annually, SCHAs will audit records and documents related to the activities performed under this Agreement. This process does include the annual care plan audits required through DHS MSHO/MSC+ and SNBC products. SCHAs will perform the annual care plan audits as per DHS' protocol. SCHAs, in its sole discretion, will conduct review of Delegated Entity's written policies and procedures and member files. SCHAs will provide written notice of annual audits at least thirty (30) calendar days prior to the audit. SCHAs shall provide a report of its audit findings to Delegated Entity within ninety (90) calendar days of the audit's conclusion. For all additional audits, SCHAs shall provide at least fourteen (14) calendar days prior written notice, unless state or federal regulators or NCQA accreditation agencies require a shorter timeframe. The audit notes shall include a list of the records to be reviewed.
- 2.4 Revocation of Delegation.** SCHAs may revoke the delegation of some or all of the activities which Delegated Entity is obligated to perform under this Agreement in the event Delegated Entity fails to perform the delegated activities or correct non-compliant delegated activities as outlined in the Improvement Action Plan, as provided in Section 3.3 of this Agreement, in a timely manner and to the satisfaction of SCHAs and in accordance with SCHAs policies and procedures and applicable laws, regulations and NCQA accreditation standards. The delegate agrees to allow SCHAs to perform additional audits as necessary to verify compliance of the Improvement Action Plan. In such event, SCHAs may elect to terminate or modify this Agreement pursuant to Section 5.

- 2.5 SCHAs Accountability.** SCHAs shall oversee and at all times remain accountable to CMS and the State for any functions or responsibilities of SCHAs under its contracts with CMS and the State, including functions or responsibilities delegated to Delegated Entity under this Agreement.
- 2.6 Public Health Goal.** SCHAs agrees to meet with Delegated Entities to develop and discuss mutual objectives related to public health priorities.
- 2.7 Provision of Member Data.** South Country agrees to provide the following information when requested: member experience data, if applicable and clinical performance data. This data requested may be, but not limited to, results of member experience surveys, relevant to delegate functions, relevant claims data or results of relevant clinical performance measures. The delegate must give written notice of the data request to South Country at least 30 days in advance, unless state or federal regulators require a shorter timeframe. The delegate agrees to work with South Country as needed regarding the obtaining of the data.

SECTION 3 DELEGATED ENTITY RESPONSIBILITIES

- 3.1 Delegated Activities.** Delegated Entity shall provide the services set forth in Exhibit A and Exhibit B in accordance with SCHAs policies and procedures and applicable law, regulations and NCQA accreditation standards.
- 3.2 Law, Regulations and Licenses.** Delegated Entity shall maintain all federal, state and local licenses, certifications, accreditations and permits, without material restriction, that are required to provide the services under this Agreement. Delegated Entity shall notify SCHAs in writing within ten (10) business days after it learns of any suspension, revocation, condition, limitation, qualification or other material restriction on Delegated Entity's licenses, certifications, accreditation or permits.
- 3.3 Improvement Action Plans.** In the event that, during an audit or any other time during the term of this Agreement, SCHAs discovers any deficiencies in Delegated Entity's performance of any services under this Agreement, Delegated Entity shall develop an Improvement Action Plan for the specific activity that SCHAs determines to be deficient. The Improvement Action Plan shall include specifics of and timelines for correcting any deficiencies and shall be provided to SCHAs within thirty (30) calendar days after SCHAs notifies Delegated Entity of the deficiency (ies) or issues its annual audit report to Delegated Entity. SCHAs shall review and comment on the Improvement Action Plan within thirty (30) calendar days after receiving it from Delegated Entity. Delegated Entity shall implement the Improvement Action Plan within the specified timeframes. In the event the Improvement Action Plan is not developed and/or implemented within such timeframes, SCHAs may revoke all or certain delegated activities pursuant to Section 2.4 and/or terminate this Agreement pursuant to Section 5. If deficiencies are identified or repeated, SCHAs retains the right to increase its monitoring, evaluations, and audits of Delegated Entity until the deficiencies are corrected.

- 3.4 Reporting.** Delegated Entity shall provide SCHA with regular reports; at least semi-annually, regarding the provision of services under this Agreement. SCHA shall review any required reporting as part of its ongoing oversight and monitoring of compliance with this Agreement. SCHA shall promptly notify Delegated Entity of any concerns identified as a result of regular reporting or as a result of a failure to provide regular reports. Reports are identified on Exhibit C of this Agreement.
- 3.5 Document Submission.** Delegated Entity shall provide to SCHA its Waiver Quality Assurance Plan Survey and Gaps Analysis in availability of EW services if requested by SCHA within 60 days of the request.
- 3.6 Appeals and Grievance.** Delegated Entity agrees to forward all complaints, appeals and grievances to SCHA within one business day of the receipt to SCHA's Grievance and Appeals Department. If the complaint, appeal or grievance is expedited, the Delegated Entity will forward the complaint, appeal or grievance to SCHA's Grievance and Appeals Department within three hours of the receipt and will verbally notify SCHA's Grievance and Appeals Department. The timeline commences at the time that the request is known to the Delegated Entity. Attention: Appeals and Grievance by fax or in CCM.
- 3.7 Utilization Management.** Delegated Entity agrees to forward all requests to SCHA Health Services for prior authorization or pre-certification regarding dental, medical or pharmacy within one business day of knowledge of request. If the service is expedited, the Delegated Entity will forward the request within three hours of receipt and will verbally notify SCHA.
- 3.8 Long Term Care Screening Document Entry.** The Delegated Entity will be responsible to enter all Screening Documents into MMIS for all LTCC or MNChoices screenings performed, as applicable. This includes initial LTCC or MNChoices screenings, reassessments, Pre-Admission Screening (PAS) for Nursing Home placements and non-Elderly Waiver community members and AbilityCare non-waiver community members.
- 3.8.1** Enter member Elderly Waiver – LTCC Screening Documents into MMIS prior to the first capitation cut-off date each month or alert SCHA Health Services of the delay.
- 3.8.2** Enter and exit LTCC Screening Document exiting a member from the Elderly Waiver when the member moves into a nursing home. The LTCC screening document must be entered within 60 days of the living arrangement change.
- 3.8.3** Complete a Level I PAS for all nursing home admissions and make these available to SCHA within one week.
- 3.8.4** The Delegated Entity will be responsible to fax the LTCC screening document information for all AbilityCare, SingleCare/SharedCare, Special Needs Basic Care members to SCHA, within 30 days.
- 3.8.5** The Delegated Entity will notify SCHA within one business day of a Member who previously was determined to meet Nursing Facility Level of Care but upon

subsequent assessment is determined to not meet the Nursing Facility Level of Care criteria, to request a review of the assessment results.

- 3.9 Request for a Long Term Care Consultation (LTCC).** The Delegated Entity must provide for a LTCC within 20 calendar days of request and make that assessment available to SCHA upon request. The Delegated Entity agrees to provide SCHA with a LTCC or MNChoices assessment performed for a member to determine the member's risk of nursing home placement or current need for nursing home care according to applicable MN statutes. Delegated Entity agrees to report annually to SCHA all Health Risk Assessment and Re-Assessment data.
- 3.10 Care Coordinator Assignment:** The Delegated Entity will assign a care coordinator to each newly enrolled member on SeniorCare Complete, MSC+, AbilityCare, and SingleCare for the required Care Coordination Activities. Delegated Entity will need to enter all required information into CCM as defined by the Care Coordination Grids. A monthly report will be sent to each Delegated Entity outlining the missing information and the requested information will need to be entered within 10 business days.
- 3.11 LTCC Expansion.** The Delegated Entity will assist the member moving to a registered housing with services facility to obtain or recover a verification code from the Senior Linkage Line or found in MMIS.
- 3.12 Comply with Minnesota Statute 62Q75 Subd.3.** Delegated Entity will comply with said statute that states that "healthcare providers and facilities must submit their charges to a health plan company or third-party administrator (TPA) within 6 months from the date of service or the date the healthcare provider knew or was informed of the correct name and address of the responsible health plan company or TPA, whichever is later."
- 3.13 Enrollee Satisfaction Survey.** The Delegated Entity agrees to cooperate with SCHA to conduct a satisfaction survey of members.
- 3.14 Care Coordinator Performance:** The Delegated Entity shall have a process to evaluate the performance of individual care coordinator in the provision of care coordination for SCHA Members and report to SCHA performance that is negatively affecting the care coordination of the SCHA Member.

Members may request and be offered a different care coordinator and the Delegated Entity will immediately notify SCHA of any such request.

SCHA will share care coordinator performance information with the Delegated Entity as appropriate (i.e. feedback from the care coordinator survey, care plan audits, etc.)

**SECTION 4
SUB-DELEGATION**

Under certain circumstances, SCHA may allow Delegated Entity to sub-delegate all or part of the delegated Services under this Agreement to another entity. Prior to any such sub-delegation arrangement, Delegated Entity must receive written approval from SCHA and must:

- (a) Provide SCHA with Delegate entity's pre-delegation assessment finding of the potential sub-delegate;
- (b) Warrant the delegation agreement between Delegated Entity and sub-delegate meets (1) all applicable SCHA, (2) all applicable state and federal law requirements, and (3) all terms and conditions of this Agreement;
- (c) Agree to oversee and perform audits of those activities it has delegated to another entity;
- (d) Provide all reports to SCHA that are required under this Agreement; and
- (e) Agree that Delegated Entity and the Sub-Delegate adhere to delegation requirements as per applicable State and Federal law and NCQA requirements, including the Medicare Advantage Special Needs Plan regulations.

**SECTION 5
TERM, TERMINATION, MODIFICATION**

5.1 Initial Term. This Agreement shall commence on February 1, 2015 and continue through December 31, 2015.

5.2 Contract Renewal. Unless otherwise terminated pursuant to Section 5.3, this Agreement will automatically renew on the termination date and on each one (1) year anniversary of such date for additional terms of one (1) year.

5.3 Termination. This entire Agreement, complete sections of this Agreement, or certain delegated services contained in this Agreement, may be terminated as follows:

- (a) by either party, without cause upon one hundred twenty (120) days written notice to the other party;
- (b) by either party, in the event of a material breach of this Agreement by the other party, upon thirty (30) days prior written notice to the other party;
- (c) by SCHA immediately, due to failure of Delegated Entity to perform delegated activities under this Delegation Agreement that could endanger or harm SCHA health plan enrollees;
- (d) by SCHA, upon thirty (30) days prior written notice to Delegated Entity, in the event Delegated Entity is out of compliance with this Agreement and refuses to enter into an Improvement Action Plan or agree to a modification of this Agreement;
- (e) by SCHA, upon thirty (30) days prior written notice to Delegated Entity, in the event Delegated Entity does not comply with an established Improvement Action Plan;

- (f) by SCHA immediately, if Delegated Entity seeks to sub-delegate the performance of delegated services under this Agreement without SCHA's written prior approval to sub-delegate; or
- (g) by SCHA immediately, due to Delegated Entity's loss or suspension of any applicable licensure status or loss of liability insurance.

5.4 Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which, taken together, shall constitute a single original. Electronic, scanned or facsimile signatures shall be deemed originals for the purpose of this Agreement.

SECTION 6 REGULATORY COMPLIANCE

- 6.1** SCHA, Delegated Entity and Delegated Entity's contractors and subcontractors, agree to comply with all applicable federal and state statutes and regulations, as well as local ordinances and rules now in effect and hereinafter adopted, including, but not limited to all applicable Medicaid and Medicare laws, regulations, and CMS instructions.
- 6.2** Disclosure of Ownership Information: All subcontracts must be in writing. Delegated Entity must update disclosure information as needed in accordance with 42_CFR455.104. The required information includes: (a) the name, address, date of birth, social security number (in case of an individual), and tax identification number (in the case of a corporation) of each Person with an Ownership or Control Interest in the Delegated Entity or in any subcontractor in which there is direct or indirect ownership of 5% or more. The address for corporate entities must include primary business address, every business location, and P.O. box address; (b) a statement as to whether any Person with an Ownership or Control Interest in the entity as identified in Paragraph (a) is related (if an individual) to any other Person with Ownership or Control Interest as a spouse, parent, child, or sibling; and (c) the name of any other Disclosing Entity in which a Person with Ownership or Control Interest in the Disclosing Entity also has an ownership or control interest; and (d) the name, address, date of birth and social security number of any Managing Employee of the Delegated Entity.
- 6.3** All tasks performed under the Agreement must be performed in accordance with SCHA's Policy and Procedure regarding Care Coordination for MSC+ and SeniorCare Complete(MSHO) and AbilityCare, SingleCare/SharedCare (SNBC) programs, the provisions of which are incorporated into the Agreement by reference. Nothing in the Agreement relieves SCHA of its responsibility under such contracts with the State and CMS. If any provision of the Agreement is in conflict with provisions of such contracts, the terms of such contracts shall control.
- 6.4** Delegated Entity is obligated to comply with other laws, specifically Federal laws and regulations designed to prevent or detect fraud, waste, and abuse including, but not limited to: applicable provisions of Federal criminal law; the False Claims Act (31 U.S.C. 3729 et seq.); the Anti-kickback statute (Section 1128B (b) of the Act); HIPAA

administrative simplification rules at 45 CFR Part 160, 162, and 164, and with Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub Law 111-5 (“ARRA”) and any implementing regulations that may be enacted.

- 6.5** Delegated Entity agrees that members are not discriminated against in the delivery of health care services consistent with benefits covered in their Certificate of Coverage based on race, ethnicity, national origin, religion, sex, age, mental or physical disability, medical condition, sexual orientation, claims experience, medical history, and evidence of insurability, disability, and genetic information, source of payment or health status.
- 6.6** Delegated Entity assures that services are provided in a culturally competent manner.
- 6.7** Delegated Entity adheres to the prohibited use of Medicare excluded practitioners.
 - 6.7.1** Delegated Entity will search the OIG List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List (EPLS) databases monthly, and require all subcontractors to search the LEIE monthly, for any Employees, Agents, Providers, or Persons with an Ownership or Control Interest to verify that these persons:
 - 6.7.1.1** Are not excluded from participation in a federal health care program under Section 1128 or 1128A of the Social Security Act; and
 - 6.7.1.2** Have not been convicted of a criminal offense related to that person’s involvement in any program established under Medicare, Medicaid or the title XX services program.
 - 6.7.2** Delegated Entity will report to SCHA within five (5) days any information regarding individuals or entities specified in 6.1.1, who have been convicted of a criminal offense related to the involvement in any program established under Medicare, Medicaid, and title XX services program, or those have been excluded from participation in a federal health care program under Sections 1128 or 1128A of the Social Security Act.
 - 6.7.3** Upon discovery of an ineligible individual or entity, Delegated Entity will immediately relieve the employee, agent, Provider or subcontractor from his or her responsibilities or the business relationship will immediately be discontinued.
 - 6.7.4** Delegated Entity shall report within one business day to SCHA the Name, specialty, and address, and reason for nonrenewal or termination of each Contracted Healthcare Provider whose contracts have been terminated not renewed during the previous quarter.
- 6.8** Delegated Entity agrees to send to members only SCHA approved written materials, related to SCHA benefits. Mailed care coordination and benefit items must include the disclaimer: SCHA Important Plan Information.

- 6.9** Delegated Entity recognizes and agrees that it is obligated by law to meet the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, Pub Law 104-191, and its implementing regulations, 45 C.F.R. Parts 160, 162 and 164 (“HIPAA”), including the safeguarding of individuals’ Protected Health Information (“PHI”), and with Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub Law 111-5 (“ARRA”) and any implementing regulations that may be enacted, as detailed in the Business Associate Agreement (Exhibit D) attached to this Agreement.
- 6.10** Upon request, Delegated Entity must report to SCHAs information related to business transactions in accordance with 42 CFR 455.105(b). Delegated Entity must be able to submit this information to SCHAs within fifteen (15) days of the date of a written request from the State or CMS.

SECTION 7 BOOKS AND RECORDS

- 7.1 Confidential and Accurate Records.** SCHAs and Delegated Entity agree to maintain the confidentiality of protected health information regarding SCHAs enrollees and to comply with all state and federal requirements for accuracy and confidentiality of enrollees’ records, including the requirements established by SCHAs and each applicable product.
- 7.2 Collection and Retention of Information.** Delegated Entity shall maintain an accurate and timely record system through which all pertinent information relating to this Agreement is documented. Delegated Entity shall retain all information and records related to this Agreement for a period of ten (10) years following the termination of this Agreement or for such longer period as required by applicable state or federal law or regulation.
- 7.3 Right to Inspect; Release of Information to SCHAs.** Delegated Entity agrees to provide to SCHAs during the term of this Agreement and for a period of ten (10) years following the provision of services access to all information and records, or copies of records, related to this Agreement. Delegated Entity shall promptly provide information to SCHAs as requested for payment purposes, administration of benefits or any other obligation SCHAs has to an enrollee under the law. SCHAs shall develop and implement a process for securing necessary consents from enrollees or their legal representatives in connection with the enrollment process to authorize the release of records provided under this Section. Delegated Entity has no obligation to release records to the extent such release is unlawful.
- 7.4 Right to Inspect; Release of Information to Federal and State Agencies.** Delegated Entity shall provide the state and federal government and any of their authorized representatives, including but not limited to CMS, the Comptroller General and the State with the right, in accordance with state and federal laws and regulations, to inspect, evaluate, and audit any pertinent books, documents, financial records, papers, and records pertaining to any aspect of services performed, reconciliation of benefit liabilities, determination of amounts payable or financial transactions related to this Agreement. The right to inspect, evaluate and audit under this Section shall extend through ten (10)

years from the termination date of the Agreement or such longer period as permitted or required by applicable state or Federal law or regulation.

Delegated Entity shall make all such records available to authorized representatives of the state and federal government during normal business hours and at such times, places, and in such manner as authorized representatives may reasonably request for the purposes of audit, inspection, examination, and for research as specifically authorized by the state in fulfillment of state or federal requirements.

Delegated Entity specifically acknowledges and agrees that the U.S. Department of Health and Human Services and the Comptroller General, or their designees, shall have the right to audit, evaluate, and inspect pertinent books, contracts, documents, papers, and records involving transactions related to the CMS Contract. This right shall extend for ten (10) years following the termination of this Agreement or from the date of completion of any audit, whichever is longer. SCHA shall develop and implement a process to authorize the release of records provided under this section. Delegated Entity has no obligation to release records to the extent such release is unlawful.

SECTION 8 RESPONSIBILITY FOR DAMAGES

Each party shall be responsible for all damages, claims, liabilities, or judgments that may arise as a result of its own negligence or intentional wrongdoing. Any costs for damages, claims, liabilities, or judgments incurred as a result of the other party's negligence or intentional wrongdoing shall be the responsibility of the negligent party.

SECTION 9 DISPUTE RESOLUTION

SCHA and Delegated Entity agree to work together in good faith to resolve any and all disputes related to this Agreement. In the event SCHA and Delegated Entity are unable to resolve disputes arising as a result of this Agreement, this Agreement shall be modified or terminated pursuant to Section 5.

SECTION 10 FEES AND REIMBURSEMENT

The parties agree that SCHA will pay Delegated Entity those rates specified in Exhibit D and Exhibit E for the services rendered by Delegated Entity pursuant to this agreement.

SECTION 11 MISCELLANEOUS

11.1 Incorporation of Relevant Statutes and Regulations. The parties agree that the services to be provided under this agreement, the contractual arrangements between the parties, and the respective responsibilities and obligations of the parties, shall be further

specified in relevant state and federal regulations and contracts, and that those regulations and contracts shall be incorporated into the subsequent contract between the parties.

- 11.2 Binding Effect of Agreement; Subsequent Contract.** The parties agree to be bound by the terms of this Agreement for the services to be provided under this agreement until the parties enter a subsequent agreement or the Agreement is terminated by either party.
- 11.3 Notices.** All notices, payments, requests or demands or other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been given (i) two (2) days after when mailed by registered or certified U.S. mail, postage prepaid, and addressed to the recipient at the address shown in the signature block to this Agreement; or (ii) upon receipt when delivered in person, by courier or by delivery service, return receipt requested, to the address of the parties set forth herein. A party may change the address to which notices may be sent by giving written notice of such change of address to the other party.
- 11.4 Assignment.** Neither party may assign, delegate or transfer this Agreement or the rights granted herein without consent of the other party, with the exception of the Sub-Delegation arrangements outlined in Section 4, and which consent shall not be unreasonably withheld.
- 11.5 Amendment.** This Agreement may only be modified through a written amendment signed by both parties. Notwithstanding the foregoing, SCHA may unilaterally amend this Agreement to comply with applicable state or federal law or regulation or NCQA accreditation standards. Such amendment will be effective on the date the applicable statute, regulation or NCQA accreditation standard becomes effective. The amendment will not require agreement by Delegated Entity.
- 11.6 Waiver.** The waiver of any provision (including the waiver of breach of any such provision) of this Agreement shall not be effective unless made in writing by the party granting the waiver. Any waiver by a Party of any provision or the waiver of breach of any provision of this Agreement shall not operate as, or be construed to be, a continuing waiver of the provision or a continuing waiver of the breach of the provision.
- 11.7 Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Minnesota.
- 11.8 Entire Agreement.** This Agreement, which incorporates all exhibits, attachments, addenda, and appendices to it, constitutes the entire understanding between the parties in regard to its subject matter and supersedes all other previous oral or written agreements concerning all or any part of the subject matter of this Agreement.
- 11.9 Severability.** If any part of this Agreement should be determined to be invalid, unenforceable, or contrary to law, that part shall be deleted and the other parts of this Agreement shall remain fully effective.

11.10 Survival. Any section of this Agreement that by its terms contemplates or requires continuing effect following termination of this Agreement shall survive such termination.

11.11 Approvals of this Agreement. The effectiveness of this Agreement is subject to the approval of this Agreement by the Minnesota Department of Human Services.

IN WITNESS WHEREOF, the parties have executed this Delegation Agreement to be effective as of the Effective Date.

DELEGATED ENTITY: Todd County By: _____ Print Name: _____ Title: _____ Date: _____ By: _____ Print Name: _____ Title: _____ Date: _____ By: _____ Print Name: _____ Title: _____ Date: _____	SOUTH COUNTRY HEALTH ALLIANCE 2300 Park Drive Owatonna, Minnesota 55060 By: _____ Print Name: <u>Leota B. Lind</u> Title: <u>CEO, South Country Health Alliance</u> Date: _____
---	--

EXHIBIT A

SERVICES TO BE PROVIDED BY DELEGATED ENTITY

Delegated Entity agrees to perform the following services and/or meet the following State mandated requirements on behalf of SCHA:

1. Hire staff qualified to perform the duties outlined in the Community Care Connector Position Description. Duties are outline in Exhibit B.
2. Perform the Care Coordination duties outlined in the SCHA Policy and Procedures including, but not limited to, Care Coordination for members on MSC+ and SeniorCare Complete and AbilityCare, SingleCare/SharedCare and other members as requested by SCHA. Policies are available in Client Contact Manager (CCM) system, under the Documents section. Procedures are available in the web-manual online at www.mnscha.org.
3. Delegated Entity shall provide SCHA with written reports or supply the information specified therein as identified by SCHA. SCHA agrees to provide reasonable advance notice when requesting information from the Delegated Entity. The Delegated Entity shall submit written reports or supply the information therein to SCHA's CEO or designee. Reports are identified on Exhibit C.
4. Delegated Entity agrees to appoint representatives to participate in SCHA work groups and scheduled meetings with SCHA for the regular sharing and exchange of information. It is the responsibility of the Delegated Entity's participant to transfer information to the appropriate others.
5. The Delegated Entity will fully cooperate with the annual Care Plan Audit and Care System Review and any other audits requested and/or completed by SCHA personnel. The County will provide all necessary documentation as requested by SCHA and have available supporting evidence of required elements.

EXHIBIT B

Community Care Connector JOB DESCRIPTION

Position: Community Care Connector
Reports to: Health Service Department and County Supervisor
Effective Date: **January 1, 2012**

I. PRIMARY FUNCTION:

Primary goals are to assure all that members receive the services necessary to meet their needs and experience smooth transitions between settings of care. Connectors also assure that communication between settings of care and communication between SCHA, County Staff and providers occur in order to support member's needs. Desired outcomes are attained through collaborative problem solving approaches.

The Connector works to assure a collaborative approach between the SCHA and County team members. The position will develop positive relationships with and between SCHA staff, County staff, local health care providers, nursing facilities and members. They will help to assure timely and accurate communication between team members. The Connector serves as the SCHA expert within the community/county, working towards positive outcomes for the member and SCHA. The position promotes preventive services, early intervention to members and utilizes referral services available throughout the county.

Reporting: Under the general direction of the Director of Health Services, reports to the Health Services Department at SCHA and the County Supervisor.

MINIMUM QUALIFICATIONS OF EDUCATION & EXPERIENCE

Registered Nurse, licensed in Minnesota; or Social Worker with experience with medical issues; or Bachelor Degree, with a minimum of three years previous experience in a County Public Health and/or Social Service department with understanding of medical issues.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Collaborate
 - Assist in identifying moderate to complex members by informing Health Services staff of members health issues;
 - Assist in creating and maintaining reports and follow-up as requested by Health Services staff.
 - Promote early intervention and preventative services to members and importance of establishing care with a primary care physician.
 - Work with Health Services staff to ensure appropriate use of the Emergency Department, hospitalization, and re-admissions to hospital through telephonic, written or face-to-face follow-up with members after discharge to promote physician follow-up to decrease and/or avoid readmissions.
 - Collaborate with Health Services staff to schedule and assist with the facilitation of the County Care Coordination meetings including creating the member list to be discussed and assure participation or a written report from County staff.
 - Assist with assuring compliance with transition of care policy and procedures as appropriate and assure that care plans are used and updated as needed.
 - Assist with transitions of care through working with discharge planners, providers, members and/or authorized representatives until delegated to SCHA care coordinator or County Case Manager if indicated.

- Communicate
 - Reach out and follow up with members and connect members to medical and /or social resources. If appropriate, provide short term case management as agreed upon by Health Services staff until needs are met or can be referred to other Case Managers.
 - Document in CCM members responses and update care plans if required;
 - Document member contacts in CCM using the information and plan format.
 - Reinforce with members and/or member's family an understanding of treatment decisions and care plans.
 - Document the outcomes of meetings in CCM following SCHA documentation standards.
 - Develop relationships with key providers in the community (physicians/clinics; hospitals; nursing facilities) and be on-site if requested by Health Services staff.
 - Communicate on a routine basis with Health Services staff.

- Coordinate
 - Organize and attend interdisciplinary care team meetings as needed.
 - Refer members and/or families, county staff, providers, community resources to Member Services or other appropriate SCHA staff for benefit and issue resolution.
 - Refer member issues to county staff and/or other agencies as needed to assure member's access to community services and resources;
 - Coordinate activities and information with the County Supervisor.

- Other duties as assigned.

PROFILE REQUIREMENTS:

- Works as a team with SCHA Health Services staff and County staff
- Promotes SCHA policies and mission in performing all duties and responsibilities
- Incorporates best practice into all process initiatives
- Valid driver's license
- Excellent communication skills
- Working knowledge of community/county services and resources
- Working knowledge of SCHA products and operations including the website.

EXHIBIT C

2015

Delegated Entity Reporting Responsibility

- 1. Report Appeals, Grievances, and Complaints**
 - a. Forward all complaints, appeals, and grievances to SCHA within one (1) business day of receipt. Send notification to CountyInfo@mnscha.org, Attn: Grievances and Appeals Dept.

- 2. Recommendation for Action Denial, Termination or Reduction of Waivered Services**
 - a. Notice of Recommendation for Action, Denial, Termination or Reduction (DTR for Waivered Services) Fax to: 507-431-6329 or send secure to CountyInfo@mnscha.org Attention: Health Services Dept.

- 3. Recommendation for Request of Services**
 - a. Elderly Waiver Notification Form or 5841: Recommendation for State Plan Home Care Services
Fax to: 507.431.6329 or send secure to CountyInfo@mnscha.org Attention: Health Services Department

- 4. New Member Care Coordination Activity Report**
 - a. The County will submit a care plan, for each new member on AbilityCare and SingleCare to South Country by the 15th of the month following the member's enrollment. For example for a member enrolling as of January 1st the care plan would be due to South Country by February 15th. South Country will enter this data into CCM. The care plan can be entered into CCM or faxed to 507.431.6329 or securely emailed to **countyinfo@mnscha.org**.

 - b. The County will enter data in all the required fields of a care plan in CCM for each new SCC and MSC+ member, within 30 days from the date of the completed HRA. South Country will provide the County with a report of missing data on the 25th of each month, for the previous month's new members. For example the February 25th report will be for missing data on the January 1st new members. The County will enter the missing data into CCM or submit to South Country, prior to the 10th of the following month.

 - c. Required data fields include the following: Program Type, Program Open Date, County Worker, Welcome Letter Sent, HRA/Refusal Type, HRA/Refusal Date, Care Plan Development Date, Care Plan Date Signed and PCP Communication Letter Sent.

- 5. Care Coordinator Caseload Report**
 - a. Submit on the designated form provided by SCHA, the Care Coordinator contact information and caseload size report, by August 31, 2015.

6. Medicare Part C Report and Initial Assessments and Reassessment Data

- a. The County will provide all SCC, MSC+ community well and AbilityCare and SingleCare member assessments within 30 days of enrollment and re-assessments within 365 of the last assessment and enter data into MMIS.

7. Transitions of Care Follow-Up Contacts and designated ER Visits

- a. The County designated staff will document in CCM all hospital follow-up and designated ER visit contacts according to SCHA standards.
- b. The County designated staff will notify a member's Care Coordinator of a hospital admission, the same day as the notification was received from SCHA.
- c. The County Care Coordinator will provide and document care transitions for EW and Community Well members on SCC and AbilityCare using a Transition of Care Log, case notes and offering a Medication Reconciliation service and submit to SCHA upon request.

8. Report of Special Health Care Needs

- a. SCHA will make the Connector aware of a member with Special Health Care Needs. The Connector will follow up with the member and document in CCM. The Connector will notify the member's Care Coordinator if one is assigned.

9. County Policy and Procedure for Care Coordination and Elderly Waiver Case Management

- a. Fax to: 507.431.6329 or email to CountyInfo@mnscha.org Attention: Health Services Department by June 30, 2015.

EXHIBIT D

Todd County 2015 Rates

- | | <u>Rate</u> |
|---|------------------------|
| 1. Non-Elderly Waiver Community Well and Nursing Home Members | |
| • Care Coordination Activity for: | |
| ○ SeniorCare Complete (SCC) and MSC+
Non-EW Community Well and Nursing Home | \$24.01/15 Minute Unit |
| ○ AbilityCare, SingleCare/SharedCare
Community Well and Nursing Home | |
| 2. Relocation Service Coordination for all MSC+ and SCC | \$15.53/15 Minute Unit |
| 3. Elderly Waiver Members | |
| • Care Coordination Activity for SCC and MSC+ Elderly
Waiver Members | \$25.21/15 Minute Unit |
| • Case Management Aide (Paraprofessional) Activity for
SCC and MSC+ Elderly Waiver Members | \$9.30/15 Minute Unit |
| 4. Todd County Community Care Connector Position | \$20,788.80 Annually |
| • 10 Average Connector Weekly Hours dedicated to
SCHA duties | |
| Todd County Community Care Connector Position | \$21,711.62 Annually |
| • 10 Average Connector Weekly Hours Dedicated to
SCHA duties | |
| 5. Please reference the Care Coordination HCPC/ Service/ Rate Limits Form billed to Health
Solutions for additional information, EXHIBIT E. | |
| 6. Please reference the 2015 Todd County Community Care Connector Position Worksheet you
submitted for additional information, EXHIBIT F.
Payment will be made bi-annually on or about mid-June and mid-December 2015. | |

EXHIBIT E

Care Coordination HCPCs Service Rate Limits Billed to Health Solutions							Effective February 1, 2015	
Service Name	Service Unit	Proc Code (HCPC)	Rate	Modifier	Prior Auth required?	Prior Auth process	Annual Threshold	Products
Initial Comprehensive Health Assessment	15 minutes	T2024	\$24.01		No	N/A	None	MSC+ SeniorCare Complete(MSHO) AbilityCare SingleCare/SharedCare(SNBC)
Comprehensive Health Re-Assessment	15 minutes	T1028	\$24.01		No	N/A	None	MSC+ SeniorCare Complete(MSHO) AbilityCare SingleCare/SharedCare(SNBC)
Care Coordination	15 minutes	G9005	\$24.01		No	N/A	None	MSC+ SeniorCare Complete(MSHO) AbilityCare SingleCare/SharedCare(SNBC)
Care Transition Management	15 minutes	T2038	\$24.01		No	N/A	None	MSC+ SeniorCare Complete(MSHO) AbilityCare SingleCare/SharedCare(SNB)
PASRR: Care Transition Management	15 Minutes	T2038	\$24.01	U1	No	N/A	None	MSC+ SeniorCare Complete(MSHO) AbilityCare SingleCare/SharedCare(SNBC)
Relocation Service Coordination	15 minutes	T1017	\$15.53		No	N/A	32 units/day 5 days/week 180 days limit (per Nursing Facility stay)	MSC+ SeniorCare Complete(MSHO)
SeniorCare Complete Health and Safety Benefit	Per Item	T2025	Up to \$300/year maximum		Yes	Care Coordinator submits request to SCHA using <u>SCC Health and Safety Prior Authorization Request</u> form. If approved SCHA will submit <u>Health Services Prior Authorization</u> form to Health Solutions.	\$300/calendar year	SeniorCare Complete(MSHO)

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): Staff Resignation (RN)	
Date of Meeting: 02/27/2015	Total time requested: 5 min
Department Requesting Action: Health and Human Services	
Presenting Board Action/Discussion at Meeting: Jackie Och/Michael Steinbeisser	
Background <input type="checkbox"/> Supporting Documentation enclosed	
Karleen Tichy has submitted her resignation as a RN with an effective date of 02/18/2015. Last day of work will be 02/18/2015.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Accept the resignation from Karleen Tichy with an effective date of 02/18/2015.	
Financial Implications: \$	Comments
Funding Source: 21-Public Health	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Denise Gaida, 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	

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): Staff Resignation (Seasonal EAP Worker)	
Date of Meeting: 02/27/2015	Total time requested: 5 min
Department Requesting Action: Health and Human Services	
Presenting Board Action/Discussion at Meeting: Jackie Och/Lisa Chapin	
Background <input type="checkbox"/> Supporting Documentation enclosed	
Peggy Freyholtz has submitted her resignation as a Seasonal EAP Worker effective date of 02/06/2015.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Accept the resignation from Peggy Freyholtz with an effective date of 02/06/2015.	
Financial Implications: \$	Comments
Funding Source: Energy Assistance Administrative Funds	
Budgeted: <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

Signatures	
STATE OF MINNESOTA } COUNTY OF TODD }	
I, Denise Gaida, 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	

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): Todd County Public Health Advisory Committee	
Date of Meeting: 02/27/2015	Total time requested: 5 min
Department Requesting Action: HHS	
Presenting Board Action/Discussion at Meeting: Jackie Och	
Background <input type="checkbox"/> Supporting Documentation enclosed	
The Todd County Public Health Advisory Committee provides input into public health issues that affect Todd County. The committee members include Rona Bleess, CentraCare Long Prairie; Rocio Fernandez-Lugo, community member; Dr John Halfen, Todd County HHS-Public Health Medical Consultant; Shannon Suderman, Todd-Wadena Community Corrections; Shelly Miller, Staples-Motley School District; Judy Pokorney, Tri-County Community Action Program; Jena Highkin, USDA; Commissioner Randy Neuman, Todd County Commissioner; Jackie Och, Todd County HHS Director.	
Options <input type="checkbox"/> Supporting Documentation enclosed	
Recommendation <input checked="" type="checkbox"/> The Todd County Board of Commissioners approves the following by Motion:	
Approve members serving on the Todd County Public Health Advisory Committee and request a recommendation for a member to be appointed from District 4 by Commissioner Kircher	
Financial Implications: \$	Comments
Funding Source: 21-Public Health	
Budgeted: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

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

Signatures	
STATE OF MINNESOTA COUNTY OF TODD I, Denise Gaida, 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	