



Le Sueur County, MN

Tuesday, June 6, 2017

Board Meeting

Item 4

9:20 a.m. Human Services

RE: Fraud Prevention Contract

Staff Contact:

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

This Agreement by and between Minnesota Prairie County Alliance, acting as the lead agency for the regional Fraud Prevention Investigation (FPI) program (hereinafter REGIONAL ADMINISTRATIVE AGENCY) and Le Sueur County through its Human Services Department (hereinafter COUNTY AGENCY).

WHEREAS, the REGIONAL ADMINISTRATIVE AGENCY contracts with the State of Minnesota's Department of Human Services, Financial Fraud and Abuse Investigations Division (hereinafter STATE) to administer the FPI program in Le Sueur County, under contract number GRK%124888 which is incorporated herein by reference.

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

NOW, THEREFORE, it is agreed:

1. **TERM OF AGREEMENT.**

1.1 **Effective date.** The effective date of this Agreement is July 1, 2017.

1.2 **Expiration date.** The expiration date of this Agreement is June 30, 2019

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

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

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

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

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

2.5 Evaluate FPI referral rates among COUNTY AGENCY eligibility workers in order to help identify fraud detection training needs.

2.6 Refer for criminal prosecution public assistance recipients and providers who have committed intentional program violations (IPV) or, when such prosecutions are declined

by a COUNTY AGENCY attorney or the COUNTY AGENCY decides not to pursue criminal prosecution of an IPV, pursue administrative disqualification of a provider or recipient in lieu of criminal prosecution in compliance with Minnesota Statutes, section 256.046.

3. **REGIONAL ADMINISTRATIVE AGENCY DUTIES.** The REGIONAL ADMINISTRATIVE AGENCY will:
 - 3.1 Provide FPI services and report FPI Program activity to the COUNTY AGENCY.
 - 3.2 Use qualified investigative staff to provide FPI services.
 - 3.3 Annually provide training to COUNTY AGENCY eligibility workers in fraud detection to assist them in identifying cases that should be referred. Provide training to COUNTY AGENCY eligibility workers on FPI forms and procedures.
 - 3.4 Assist the COUNTY AGENCY in the identification and disqualification of individuals through the administrative disqualification hearing process when a completed fraud prevention investigation identifies an intentional program violation and no criminal action is contemplated.
4. **CONSIDERATION AND PAYMENT.** There will be no funds paid out by either agency under this Agreement. Each agency will be responsible for its own costs in performing its stated duties.
5. **AUTHORIZED REPRESENTATIVES.**
 - 5.1 **REGIONAL ADMINISTRATIVE AGENCY.** The REGIONAL ADMINISTRATIVE AGENCY's authorized representative is Cathy Skogen or his/her successor.
 - 5.2 **COUNTY AGENCY.** The COUNTY AGENCY's authorized representative is Susan Rynda or his/her successor.
6. **ASSIGNMENT.** COUNTY AGENCY shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the REGIONAL ADMINISTRATIVE AGENCY.
7. **AMENDMENTS.** Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original Agreement, or their successors in office.
8. **CANCELLATION.** This Agreement may be canceled by the REGIONAL ADMINISTRATIVE AGENCY or COUNTY AGENCY at any time, with or without cause, upon thirty (30) days written notice to the other party.
9. **STATE AUDITS.** Under Minn. Stat. §16C.05, subd. 5, the books, records, documents, and accounting procedures and practices of the COUNTY AGENCY and its employees, agents, or subcontractors relevant to this contract shall be made available and subject to examination by the REGIONAL ADMINISTRATIVE AGENCY and STATE, including the FPI contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this Agreement.
10. **INFORMATION PRIVACY AND SECURITY.** For purposes of executing its responsibilities and to the extent set forth in this Agreement, the COUNTY AGENCY will be processing health care bills or payments on behalf of the State, and/or conducting other health care operations on behalf of

State. In carrying out its duties, COUNTY AGENCY will be handling protected health information and other private information concerning individual State clients. As such, COUNTY AGENCY agrees to be bound by the state and federal laws protecting the privacy of information, including the Data Practices Act, Minnesota Health Records Act, Health Insurance Portability Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH) (42 USC 201 note, 42 USC 17931), and federal drug and alcohol treatment regulations.

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

11. **LIABILITY.** The COUNTY AGENCY and the REGIONAL ADMINISTRATIVE AGENCY agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other and the results thereof. The COUNTY AGENCY and the REGIONAL ADMINISTRATIVE AGENCY liabilities shall be governed by the provisions of the Municipal Tort Claims Act, Minnesota Statutes, section 466.01 to 466.15, and other applicable law.

12. **DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS**

COUNTY AGENCY certifies that neither it nor its principals is presently debarred or suspended by the state, or any of its departments, commissions, agencies, or political subdivisions. COUNTY AGENCY'S certification is a material representation upon which this contract is based. COUNTY AGENCY shall provide immediate written notice to the REGIONAL ADMINISTRATIVE AGENCY'S Authorized Representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNATRY EXCLUSION

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

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

1. The prospective lower tier participant certifies, by submission of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this contract.
13. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of

this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in REGIONAL ADMINISTRATIVE AGENCY'S County, Minnesota.

14. **WAIVER.** If the REGIONAL ADMINISTRATIVE AGENCY fails to enforce any provision of this contract, that failure does not waive the provision or the REGIONAL ADMINISTRATIVE AGENCY'S right to enforce it.
15. **CONTRACT COMPLETE.** This contract contains all negotiations and agreements between the REGIONAL ADMINISTRATIVE AGENCY and the COUNTY AGENCY. No other understanding regarding this contract, whether written or oral may be used to bind either party.
16. **OTHER PROVISIONS.** None.

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

APPROVED:

COUNTY AGENCY:

REGIONAL ADMINISTRATIVE AGENCY:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____