

AN AGREEMENT CREATING THE
 AITKIN, ITASCA AND KOOCHICHING COUNTY
 COMMUNITY HEALTH BOARD AND ESTABLISHING PARTICIPATION UNDER THE LOCAL
 PUBLIC HEALTH ACT

This Agreement is renewed and entered into by the participating counties (Aitkin, Itasca, Koochiching) to become effective _____ 2015. In executing this Agreement, the participating counties (hereinafter referred to as "member counties") indicate their joint purpose to develop and implement policies, structures and procedures to more effectively prevent illness and to promote efficiency and economy in the delivery of Public Health services. Without being limited to the purposes and procedures identified herein, the member counties specifically intend that this Agreement permits them through the various boards, committees and structures herein identified and established to participate in the Community Health program established by the Local Public Health Act of 2007 as the same may be amended from time to time.

The member counties are located contiguous to one another, and have an aggregate population in excess of 30,000 persons.

Each of the member counties has participated in the Community Health program under a Joint Powers Agreement since 1977. It is the intent of the member counties to amend this agreement under the provisions of the Local Public Health Act of 2007. (M.S. 145A).

To properly implement the provisions of the Local Public Health Act, the member counties intend to enter into this Agreement establishing the Community Health Board and setting forth certain rights and commitments in relation thereto and to one another. This Agreement is entered into under the authority of the Local Public Health Act and pursuant to the provisions of Minnesota Statutes, Section 471.59.

COMMUNITY HEALTH BOARD

Article 1 - Membership

- 1.1 Membership: The Aitkin, Itasca and Koochiching Community Health Board (herein referred to as the Community Health Board) is hereby established. The composition of the Board shall be as follows:
- A. Except for Itasca County, each member county board of Commissioners shall appoint two members. Itasca County shall be entitled to three members appointed by the county board of commissioners.
 - B. Of the members appointed by each member county board of commissioners, at least one member shall be a County Commissioner.
 - C. The remaining members shall be laymen representative of the people in the community and shall include at least one person who is not a member of a county board of commissioners.

- 1.2 Community Health Board members shall receive such per diem allowance and travel expense allowance as the Community Health Board may determine and which are consistent with Minnesota law.
- 1.3 Term of Office: All members shall serve three year terms or until a successor has been duly appointed and qualified. A vacancy shall be deemed to exist should any member appointed by virtue of his or her status as a member of a County Board of Commissioners cease to serve as a member of said Board. Any vacancies occurring on the Board shall be filled in the same manner in which the retiring Board member was selected, provided that each member appointed to fill a vacancy shall serve only the remaining balance of the term.
- 1.4 Officers: There shall be a chairman, vice-chairman and a secretary, each of whom shall be elected for a term of one year. All officers may be removed with or without cause by majority vote of the Board. A vacancy in any office shall be filled promptly by the Board provided that notice of time, place and purpose shall be given to the members by letter at least seven (7) calendar days prior to the meeting to which such action is to take place.
- 1.5 The chairman shall preside at all Community Health Board meetings. The Chairman may be designated by the Community Health Board to sign applications for funds and other official documents. He/she may sign and execute all contracts authorized by the Community Health Board in furtherance of Community Health Board purposes. He/she shall be responsible for representing official positions and statements formulated by the Board. He/she shall generally perform all duties common to the office of chairman as the Community Health Board may designate.
- 1.6 The vice-chairman shall assume the powers and duties of the chairman during periods of his absence or incapacity and shall perform such additional duties and functions as the Community Health Board may direct.
- 1.7 The secretary shall keep the minutes of the meetings of the Community Health Board, and shall attend to the delivery of notices and agenda for all Board meetings. He/she shall perform such additional duties as the Board may direct.
- 1.8 The Board may establish such other committees as may be deemed necessary or appropriate. The chairman, with the approval of the Community Health Board, shall name the members and chairman of each committee.

Article 2 – Voting and Quorum

- 2.1 Voting and Quorum: Each Community Health Board member shall be entitled to one vote on the Community Health Board. Votes shall be cast in person, which may include interactive television or telephone conference call, by the member. Voting shall be by voice vote, provided that upon the demand of any member present at the meeting, voting upon any question shall be by signed ballot. A quorum shall consist of at least four members with at least one representative from each county. All Board actions shall be determined by a majority of the votes cast at a meeting of the Community Health Board.

Article 3 – Meetings

- 3.1 Meetings: The first meeting of each year shall be designated the annual meeting of the Community Health Board, on such dates and at such times and places as the Community Health Board shall determine. Special meetings may be called by the chairman or upon the request of two or more Board members. Notice of meetings shall be emailed or delivered to each Community Health Board member at least seven calendar days prior to the date of the meeting; Notices shall include an agenda. All proceedings of the Community Health Board and any committee or subgroup of the Community Health Board shall be open to the public except as provided for in Minnesota Statutes Chapter 13D, commonly called the Open Meeting Law; all votes taken of members of the Community Health Board shall be recorded and shall become matters of public record. The books and records, including minutes and the original fully-executed Agreement, of the CHB shall be subject to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

Article 4 – Powers and Duties of the Community Health Board

- 4.1 Powers and Duties of the Community Health Board: The Community Health Board has the powers and duties of a Board of Health as well as the general responsibility for development and maintenance of an integrated system of community health services as prescribed in M.S. 145A.
- 4.2 The Community Health Board must prepare and submit to the Minnesota Commissioner of Health a written plan under Minnesota Statutes 145A. The Community Health Plan must provide for the assessment of community health status and the integration, development, and provision of community health services that meet the priority needs of the community health service area. The plan must be consistent with the standards and procedures established under M.S. 145A within the limits of available funding.
- 4.3 The Community Health Board must prepare and submit to the Minnesota Commissioner of Health an annual budget for the expenditure of local match and subsidy funds under M.S. 145A and for other sources of funding for community health services. Budgets must be submitted to the Minnesota Commissioner of Health. The Community Health Board must assure that community health services will comply with applicable state and federal laws.
- 4.4 The Community Health Board must compile and submit reports to the Minnesota Commissioner of Health on its expenditures and activities as -required under M.S. 145A.
- 4.5 The Community Health Board may recommend local ordinances pertaining to community health services to any county board within its jurisdiction and advise the Minnesota Commissioner of Health on matters relating to public health that require assistance from the state, or that may be of more than local interest.

- 4.6 The Community Health Board may appoint a member to serve on the State Community Health Services Advisory Committee as provided in M.S. 145A.
- 4.7 The Community Health Board must appoint, employ, or contract with a medical consultant to ensure appropriate medical advice and direction for the Community Health Board and assist the Community Health Board and its staff in the coordination of Community Health Services with local medical care and other health services.
- 4.8 The Community Health Board must appoint, employ or contract with a person or persons to act on its behalf as agent.
- 4.9 The Community Health Board shall have and exercise all powers that may be necessary and convenient to enable it to perform and carry out the duties and responsibilities conferred on it by this Agreement, or which may hereafter be imposed on it by law or contract. For all accounts, the funds therefore shall be kept in the treasury of Itasca County pursuant to agreement as hereinafter provided. The Itasca County Auditor shall make payments there from on properly authenticated vouchers of the Community Health Board.
- 4.10 Any programs operated under the jurisdiction of the Board may be extended by contract to counties or other units of government not a party to this Agreement on such terms and conditions as the Community Health Board may deem appropriate. Such contract shall be consistent with the plans and policies established by the Community Health Board.
- 4.11 The Community Health Board by any lawful means, including gifts, purchase, lease or transfer of custodial control, may acquire and hold the real and personal property necessary and incident to the accomplishment of the purposes of this agreement, and accept gifts, grants and subsidies from any lawful source, apply for and accept state and federal funds, request and accept local tax funds, and establish and collect reasonable fees for community health services provided.

Article 5 – Contract of Employment

- 5.1 The Community Health Board shall have the power to enter into any contract of employment with a director, staff or other personnel necessary to carry out the purposes of this Agreement and the Local Public Health Act. The Board is authorized to develop personnel policies and procedures as deemed necessary; such policies and procedures may include provisions for contracts for personal service, the establishment of a merit system or such other and further alternatives or combinations thereof as may be determined by the Community Health Board. In the event a State, County or Municipal employee is employed, notwithstanding the provisions of any other law or ordinance to the contrary, and to the extent possible such employment shall be deemed a transfer in grade for such employee with all of the benefits earned and acquired by such employee while in service of his or her previous State, County or Municipal employer.

Article 6 – Civil Rights

- 6.1 The Community Health Board must insure that Community Health services are accessible to all persons on the basis of need. No one shall be denied services because of race, color, sex, age, language, religion nationality, inability to pay, political persuasion, or place of residence, as provided in State Statute 145A.

COUNTY BOARDS OF HEALTH

Article 7 – County Boards of Health

- 7.1 Each member county reserves the authority to establish a county board of health and operate under Minnesota Statute 145A and assigns to those Boards of Health powers and duties under 145A. The County Health Boards shall advise, consult with and make recommendations to the Community Health Board consistent with the provisions of M.S. 145A.
- 7.2 At the option of each member county, an Advisory Committee to the county's board of health may also be established to provide input to the county board of health. The membership and composition of such an Advisory Committee shall be determined by each member county.

FINANCING

Article 8 - Financing

8.1 – Budget

The Community Health Board shall prepare its annual budget which shall be submitted to each member County Board. The budget shall specify the total amount to be provided by each member county.

8.2 – Community Health Plan

The Community Health Board shall develop and adopt the Community Health Plan as required by the Local Public Health Act. Such Community Health Plan, together with such comments as the Community Health Board may have, shall be submitted to each County Board with the annual budget of the Community Health Board as above provided.

- 8.3 The Community Health Plan and the budget shall be prepared in such a manner as will provide essential cost information to the member County Boards regarding the items set forth in the Community Health Plan.

- 8.4 The member counties agree that each county's proportionate share of that portion of the Community Health Budget related to the annual operating costs of the Community Health Board, Committees, their staff and related expenditures shall be equal to each county's proportionate share of the total subsidy funds and/or special project grants available to all member counties through the Local Public Health Act.

- 8.5 The County Board of each member county shall, upon the approval of the budget and the Community Health Plan, provide by levy or otherwise, its portion of the annual budget.

- 8.6 The member counties agree that subsidy monies shall be applied for pursuant to the Local Public Health Act. Subsidy funds shall be promptly remitted to the Auditor of Itasca County. The Community Health Board shall negotiate the cost, terms and conditions under which said Auditor will serve as fiscal officer for the Board under the terms hereof.
- 8.7 The Community Health Board, through its designated agent, shall submit regular program and financial reports to the Commissioner of Health as required pursuant to the Local Public Health Act.

WITHDRAWAL

Article 9 - Withdrawal

- 9.1 A member county may withdraw from this Joint Power Agreement consistent with the provisions of Minnesota Statute 145A. No withdrawing county shall be entitled to reimbursement of any funds contributed by it during the course of membership on the Community Health Board, except to the extent of any surplus uncommitted monies as may remain in operating accounts (as opposed to capital asset acquisition accounts) upon expiration of the fiscal year of the county's withdrawal. Such surplus shall be distributed in the proportion that the withdrawing member's contribution bears to the aggregate contributions of all member counties for the year of withdrawal.
- 9.2 No county shall receive any share of surplus funds unless such county has made all back and current contributions required hereunder.
- 9.3 Funds utilized for capital asset acquisition (e.g., real property) shall be paid to a withdrawing county only at the time of sale of such asset or its diversion to a use inconsistent with the purposes of this Agreement. An inconsistent use shall be deemed to exist in the event said asset or facility is not subject to any provision of the Community Health Plan for three (3) consecutive years. Payments shall be made to such withdrawing county in the same amount or proportion as they are allocated to the account of such county regarding such asset on the books of account maintained by or for the Community Health Board.

Article 10 - Liability Insurance Coverage

- 10.1 The Community Health Board is a separate and distinct legal entity which shall obtain and maintain general liability and errors and omissions insurance coverage to protect and indemnify its Board, officials or employees in the performance of duties arising from this Agreement and its Members. All policies shall be in an amount at least equal to the maximum liability of a Municipality under Minn. Stat. 466.04 now or as said statute is hereafter amended or as otherwise required by law, statute or rule.
- 10.2 The Community Health Board shall maintain worker's compensation insurance covering its employees in accordance with Minnesota law now or as said statute is hereafter amended or as otherwise required by law, statute or rule.

- 10.3 The Community Health Board shall provide certificates of insurance as evidence of such coverage to the other Participating Boards/Counties. Any certificate of insurance shall list each Board/County as a Certificate holder and as an additional insured for all liability coverages except Worker's Compensation and Employer's Liability and Professional Liability, if applicable, and be amended to show that each Certificate Holder will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policy.

Article 11 – Indemnification and Hold Harmless

11.1 Applicability

The Aitkin, Itasca, and Koochiching Community Health Board shall be considered a separate and distinct public entity to which the parties have transferred all responsibility and control for actions taken pursuant to this Agreement. Aitkin, Itasca and Koochiching Community Health Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of M.S. 466.

11.2 Indemnification and Hold Harmless

The Aitkin, Itasca, and Koochiching Community Health Board shall fully defend, indemnify and hold harmless the Parties against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or employees and/or the agents of the Aitkin, Itasca, and Koochiching Community Health Board. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota Statutes, Section 466.04.

To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided further that for purposes of that Statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

REVIEW OF AGREEMENT

The Community Health Board shall review and make recommendations to the member counties regarding the status of the Joint Powers Agreement at its annual meeting.

EXECUTION

This Agreement shall be executed pursuant to resolution adopted by the participating County Boards.

IN WITNESS WHEREOF, the following counties by appropriate resolution have authorized the execution of this Agreement, said Agreement to be effective as of the

_____ day of _____, 2015.

By _____ Dated: _____
Chairperson - Aitkin County Board of Commissioners

By _____ Dated: _____
Aitkin County Attorney

By  _____ Dated: 6/9/2015
Chairperson - Itasca County Board of Commissioners

By  _____ Dated: 6/24/15
Itasca County Attorney

By _____ Dated: _____
Chairperson - Koochiching County Board of Commissioners

By _____ Dated: _____
Koochiching County Attorney

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Itasca County Attorney

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Chairperson - Koochiching County Board of Commissioners

By _____ Dated: _____
Koochiching County Attorney

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Aitkin County Attorney

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By  _____ Dated: 6/24/15
Itasca County Attorney

By _____ Dated: _____
Chairperson - Koochiching County Board of Commissioners

By _____ Dated: _____
Koochiching County Attorney