

### **AITKIN COUNTY HEALTH & HUMAN SERVICES**

204 First Street NW Aitkin, MN 56431 Phone: 800-328-3744/218-927-7200 Fax: 218-927-7210/7293

### BOARD MEETING AGENDA July 28, 2020

9:05 A.M.	STA	RT
9:06	I.	Review/Approval of Health & Human Services Board Agenda
9:07	II.	Review/Approval of June 23, 2020 Health & Human Service Board Minutes
9:08	III.	Review/Approval of Bills
9:10	IV.	Review/Approve Contracts/Agreements/Appointments  A. Approve appointments of new members to the Health & Human Services Advisory Committee as follows:  1. Jennifer Sheets - Comm. District 2  2. Michelle Brodhead - Comm. District 4  B. Approve Agreement  1. Delegation Agreement between Aitkin County and the Aitkin, Itasca, and Koochiching Community Health Board.
9:25	V.	Cynthia Bennett, Health & Human Services Director  A. Directors Update  B. COVID-19 Update – Dr. Taylor, Riverwood Healthcare
9:50	VI.	Carli Goble, H&HS Accounting Supervisor A. Financial Reports
10:00	VII.	Committee Reports from Commissioners  A. H&HS Advisory Committee – Commissioners Wedel and/or Westerlund  B. AEOA Committee Update – Commissioner Westerlund  C. CARE board – Commissioner Westerlund  D. NEMOJT Committee Update – Commissioner Niemi  E. CJI (Children's Justice Initiative) – Commissioner Westerlund  F. Lakes & Pines Update – Commissioner Niemi

10:10 END

Next Meeting - August 25, 2020

#### Attendance

The Aitkin County Board of Commissioners met this 23rd day of June, 2020, at 2:02 p.m. as the Aitkin County Health & Human Services Board, with the following members present: Commissioners Bill Pratt, J. Mark Wedel, Don Niemi, Anne Marcotte, and Laurie Westerlund. Others present included: H&HS Director Cynthia Bennett, Children's Social Services Supervisor Jessi Schultz, Accounting Supervisor Carli Goble, County Administrator Jessica Seibert, Assistant to the County Administrator Angie Sahr, Public Health Supervisor Erin Melz and Child Support Supervisor Julie Herbst, both who attended via video conference, and Jennifer Eisenbart, Aitkin Independent Age.

#### Agenda

Motion by Commissioner Wedel, seconded by Commissioner Niemi and carried, all members present voting yes to approve the June 23, 2020 Health & Human Services Board agenda.

#### **Minutes**

Motion by Commissioner Westerlund, seconded by Commissioner Marcotte and carried, all members present voting yes to approve the May 26, 2020 Health and Human Services Board minutes.

#### **Bills**

Carli Goble, H&HS Accounting Supervisor noted that a bill from DHS Anoka for a client, which was originally billed as nine days at a cost of \$12,564 was reduced to six days for a cost of \$9,213.60 after the Adult Social Services Supervisor requested an administrative review by DHS Anoka and it was determined that they had been short staffed, initially, upon placement of the client in their care.

Motion by Commissioner Wedel, seconded by Commissioner Niemi and carried, all members present voting yes to approve the bills.

#### Health & Human Services Director Report, Cynthia Bennett, ACH&HS Director

#### **Directors Update**

Cynthia began by mentioning that the special legislative session had ended with neither the House nor the Senate able to reach a consensus on some of the "big ticket' items that counties were hoping for. She deferred updates on these as Representative Dale Lueck was going to be presenting to the board on these matters as part of the main meeting.

Although there were a lot of items left undone during the special session the AMC Blue Ribbon Committee was able to help get many HHS waivers passed, which included a 60 day extension of all HHS waivers beyond the end of the peacetime emergency so that counties have time to get back to business as usual. It also aligned certain waivers to comply with federal law and timelines, preserving healthcare through MA and MnCare, implementing the federal changes to the SNAP program, and eliminating the cost share for COVID-19 testing and treatment. The extensions of these waivers, in relation to allowing the use of technology to forgo face to face visit requirements, remain in effect until June 30, 2021.

Commissioner Marcotte inquired as to what exactly eliminating the cost share for COVID-19 testing and treatment meant and Cynthia responded that it meant that there was no cost to the patient associated with those.

Cynthia ended by updating the board on her and Carli Goble's progress with working on the 2021 HHS Budget and that they had gone through the more than 700 line items line by line to make sure HHS was being as responsible as possible with tax payer dollars and that they would be presenting their proposal to the board during the August meeting.

#### COVID-19 Update, Erin Melz, Public Health Supervisor

She went on by giving a brief situational update on COVID-19.

There are 33,469 positive cases of COVID-19 in the state.

There have been 1,393 deaths due to COVID-19, 1,101 of which, have been in long term care facilities.

Lake of the Woods County has yet to report their first case of COVID-19.

Aitkin County has 13 confirmed cases and 0 deaths.

On average the state is testing 7,261 people per day.

#### **Review/Approve Contracts/Agreements**

Motion by Commissioner Marcotte, seconded by Commissioner Niemi and carried, all members voting yes to approve the use agreement with Minnesota State Colleges and Universities, Pine Technical and Community College for the period of July 1, 2020 to June 30, 2021.

#### Licensing Presentation, Jessi Schultz, Children's Social Services Supervisor

Jessi gave a high level overview of the types of programs that ACH&HS is in charge of licensing by going through the handout she provided the Board members prior to the meeting.

#### **Committee Reports**

#### **Joint Powers Board Report**

Commissioner Westerlund reported that they had met and reviewed the financials, talked about SHIP and the fact that they had received \$164,000 for the program.

Erin Melz added that this was a Bridge to Health Survey year and that they receive a lot of great feedback from that survey about the needs of the area.

#### **AEOA Committee Update**

Commissioner Westerlund said they had discussed community block grants, housing, how everyone is doing with getting people back into the office, reviewed financials, and approved all of the Headstart items requested.

#### **CARE Board Update**

Commissioner Westerlund stated that they have a community planning coordination meeting scheduled with the Northland Foundation on June 25.

They had received a grant from the Otto Bremer Foundation that was around \$50,000.

Lastly she mentioned that with everything opening back up the rides for health program had restarted.

#### **NEMOJT Committee Update**

Commissioner Niemi mentioned that there was a lot of echoing of concerns in regards to trying to get people to return to work due to the extra \$600 people were receiving with their unemployment checks.

### CJI (Children's Justice Initiative) Update

Jessi Schultz briefed the board that the main agenda item they were concerned with during their meeting was court processes involving COVID-19 and that they spent most of the time troubleshooting those.

The meeting was adjourned at 2:51 p.m.

Next Meeting – July 28, 2020

SLM1 7/24/20 12:55PM

## Aitkin County

### Item III



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 1

Print List in Order By: 4

1 - Fund (Page Break by Fund)

2 - Department (Totals by Dept)

3 - Vendor Number4 - Vendor Name

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on Audit List?: N

Type of Audit List: D D - Detailed Audit List

S - Condensed Audit List

Save Report Options?:

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

-	No.	Name Account/Formula Aitkin Independent Age	Rpt Accr Amount	Warrant Description Service I		<u>Invoice #</u> <u>Paid On Bh</u>		Formula Descripti Behalf of Name	<u>1099</u>
26		05-430-720-3020-6069	82.01	Child Care Advertising - Cor 06/17/2020	mmu 06/20/2020		Community I	Ed & Prevent/Advertisir	ng N
	86222	Aitkin Independent Age	82.01	1 Transactions					
	360	ARROWHEAD ECON OPP AGEN	ICY						
3		05-430-720-3370-6038	16,121.24	MFIP Empl Service-Qtrly Pay 04/01/2020	men 06/30/2020		Mfip-Employ	yment Services	N
4		05-430-720-3370-6038	1,995.26	DWP Empl Service-Qtrly Pmt 04/01/2020	t 06/30/2020		Mfip-Employ	yment Services	N
	360	ARROWHEAD ECON OPP AGEN	ICY 18,116.50	2 Transactions					
	11051	Department of Human Services	S						
51		05-430-710-3750-6057	108.41	Q2 2019 - Northstar Kinship 04/01/2019	As 06/30/2019		Northstar Ki	nship Assistance	N
48		05-430-710-3780-6057	86.59	Q2 2019 - Northstar Adoptio 04/01/2019	on A 06/30/2019		Northstar Ac	doption Assistance	N
11		05-430-720-3110-6069	361.00	BSFE County Match Invoice # 06/01/2020	<sup>4</sup> A30 06/30/2020		Bsf Child Car	re	N
	11051	Department of Human Services	556.00	3 Transactions					
	10342	DHS-Anoka Metro Rtc							
29		05-430-745-3720-6081	500.00	State-operated inpatient 11/01/2015	11/30/2015		State-Operat	ted Inpatient - Rtc Or C	bh N
	10342	DHS-Anoka Metro Rtc	500.00	1 Transactions					
	9220	DHS-MSOP							
20		05-430-745-3721-6081	1,179.00	State-operated inpatient 06/01/2020	06/30/2020		Commitment	t Costs - Poor Relief	N
21		05-430-745-3721-6081	2,947.50	State-operated inpatient 06/01/2020	06/30/2020		Commitment	t Costs - Poor Relief	N
22		05-430-745-3721-6081	2,947.50	State-operated inpatient 06/01/2020	06/30/2020		Commitment	t Costs - Poor Relief	N
23		05-430-745-3721-6081	1,179.00	State-operated inpatient 06/01/2020	06/30/2020		Commitment	t Costs - Poor Relief	N
	9220	DHS-MSOP	8,253.00	4 Transactions					
	91345	Elvecrog/Roberta C							

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

		r <u>Name</u> Account/Formula	<u>Rpt</u>		Warrant Description	Dates	Invoice # Paid On B	Account/Formula Descripti hf # On Behalf of Name	<u>1099</u>
43	<u>INO.</u>	05-430-750-3950-6020	Accr Amoi	<u>unt</u> ).00	Service Public guardianship 06/01/2020	06/30/2020	Paid Off B	Public Guardianship DD	Y
44		05-430-750-3950-6020	105	5.00	Public guardianship 06/01/2020	06/30/2020		Public Guardianship DD	Υ
46		05-430-760-3950-6020	105	5.00	Guardianship/Conservator	ship 06/30/2020		Guardianship/Conservatorship	Υ
47		05-430-760-3950-6020	70	0.00	Guardianship/Conservator 06/01/2020	ship 06/30/2020		Guardianship/Conservatorship	Υ
	91345	Elvecrog/Roberta C	350	0.00	4 Transactions				
	9271	Family Pathways							
9		05-430-710-3190-6020	35	5.00	Supervised visitations - Co 06/28/2020	ourt 06/28/2020		Court Related Services & Activities	N
10		05-430-710-3190-6020	130	0.00	Supervised visitations - Co 06/28/2020	ourt 06/28/2020		Court Related Services & Activities	N
	9271	Family Pathways	165	5.00	2 Transactions				
	6110	Lakes & Pines CAC, Inc							
27		05-430-745-3030-6071	4,011	.89	Family Resource Specialist 06/01/2020	- W 06/30/2020		Client Outreach - Csp	N
28		05-430-745-3030-6071	1,982	2.60	Family Resource Specialist 06/01/2020	- A 06/30/2020		Client Outreach - Csp	N
	6110	Lakes & Pines CAC, Inc	5,994	1.49	2 Transactions				
	11072	Lutheran Social Service Of Mi	n-St Paul						
41		05-430-750-3950-6020	235	5.75	Public Guardianship 06/01/2020	06/30/2020		Public Guardianship DD	N
42		05-430-750-3950-6020	138	3.00	Public Guardianship 06/01/2020	06/30/2020		Public Guardianship DD	N
	11072	Lutheran Social Service Of Mi	n-St Paul 373	3.75	2 Transactions				
	89163	NEMOJT							
1		05-430-720-3370-6038	16,121	.24	MFIP Empl Service-Otrly Pa 04/01/2020	nymen 06/30/2020		Mfip-Employment Services	N
2		05-430-720-3370-6038	1,995	5.26	DWP Empl Service-Qtrly Pr 04/01/2020	nt 06/30/2020		Mfip-Employment Services	N
	89163	NEMOJT	18,116	5.50	2 Transactions				

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

		<u>Name</u>	<u>Rpt</u>		Warrant Description	Invoice #		099
		Account/Formula	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bh</u>	on Behalf of Name	
8	11894	NEXUS-KINDRED FAMILY HEA 05-430-710-3190-6020	ALING -	508.46	Supervised visitation billing		Court Related Services & Activities	N
	11894	NEXUS-KINDRED FAMILY HEA	ALING -	508.46	06/02/2020 06/30/2020 1 Transactions			
	10977	Northern Psychiatric Associate	06					
19	10977	05-430-740-3050-6020	es	277.94	Child Outpatient Diagnostic As 06/12/2020 06/12/2020		Child Outpat Assess/Psyc. Testing	6
12		05-430-745-3085-6020		277.98	Adult Outpatient Diagnostic As 06/12/2020 06/12/2020		Adult Outpat Diagnostic Assess/Psyc	6
13		05-430-745-3085-6020		277.94	Adult Outpatient Diagnostic As 06/12/2020 06/12/2020		Adult Outpat Diagnostic Assess/Psyc	6
14		05-430-745-3085-6020		277.94	Adult Outpatient Diagnostic As 06/12/2020 06/12/2020		Adult Outpat Diagnostic Assess/Psyc	6
	10977	Northern Psychiatric Associate	es	1,111.80	4 Transactions			
	15011	NORTHLAND COUNSELING CE	ENTER					
49		05-430-700-4800-6803		940.83	Club house - Community Support 06/01/2020 06/30/2020		Mh Int - Consumer Support	N
50		05-430-700-4800-6803		940.83	Club house - Community Support 05/01/2020 05/31/2020		Mh Int - Consumer Support	N
16		05-430-745-3340-6071		725.83	Club house - Community Support 06/01/2020 06/30/2020		Other Community Support Program Se	e N
17		05-430-745-3340-6071		725.83	Club house - Community Support 05/01/2020 05/31/2020		Other Community Support Program Se	e N
	15011	NORTHLAND COUNSELING CE	ENTER	3,333.32	4 Transactions			
	90748	Oakridge Homes Sils						
30		05-430-750-3340-6073		487.78	Semi-Independent Living Servic 06/03/2020 06/24/2020		Semi-Independent Living Serv (Sils)	N
31		05-430-750-3340-6073		496.19	Semi-Independent Living Servic 06/04/2020 06/25/2020		Semi-Independent Living Serv (Sils)	N
32		05-430-750-3340-6073		25.23	Semi-Independent Living Servic 05/29/2020 05/29/2020		Semi-Independent Living Serv (Sils)	N
	90748	Oakridge Homes Sils		1,009.20	3 Transactions			
	9489	Redwood Toxicology Laborato	ory, Inc					
5		05-430-710-3040-6020	-	11.12	Acct # 022622 Drug Testing		Child Protect Assess/Investigation	6
			Cor	ovriaht 201	0-2020 Integrated Financial Syste	ms		

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

		<u>Name</u> <u>Account/Formula</u>	<u>Rpt</u> <u>Accr</u>	<u>Amount</u>	Warrant Description Service		Invoice # Paid On Bl	Account/Formula Descripti hf # On Behalf of Name	<u>1099</u>
6		05-430-710-3040-6020		7.51	06/12/2020 Acct # 022622 Drug Testin 06/12/2020	06/12/2020 g 06/12/2020		Child Protect Assess/Investigation	6
7		05-430-710-3190-6020		7.51	Account #022622 Drug Tes 06/30/2020			Court Related Services & Activities	6
	9489	Redwood Toxicology Labora	atory, Inc	26.14	3 Transactions				
40	4242	Ryan, Brucker & Kalis, Ltd 05-430-750-3950-6020		61.25	Public guardianship 06/01/2020	06/30/2020		Public Guardianship DD	Υ
	4242	Ryan, Brucker & Kalis, Ltd		61.25	1 Transactions				
33	88890	Scharrer/Shirley 05-430-750-3950-6020		70.00	Public guardianship 05/01/2020	05/31/2020		Public Guardianship DD	Υ
34		05-430-750-3950-6020		70.00	Public Guardianship 05/01/2020	05/31/2020		Public Guardianship DD	Υ
35		05-430-750-3950-6020		35.00	Public guardianship 05/01/2020	05/31/2020		Public Guardianship DD	Υ
36		05-430-750-3950-6020		70.00	Public guardianship 05/01/2020	05/31/2020		Public Guardianship DD	Υ
37		05-430-750-3950-6020		70.00	Guardianship/Conservator 05/01/2020	ship 05/31/2020		Public Guardianship DD	Υ
38		05-430-750-3950-6020		70.00	Guardianship/Conservator 05/01/2020	ship 05/31/2020		Public Guardianship DD	Υ
39		05-430-750-3950-6020		35.00	Public Guardianship 05/01/2020	05/31/2020		Public Guardianship DD	Υ
45		05-430-760-3950-6020		35.00	Guardianship/Conservator 05/01/2020	Activ 05/31/2020		Guardianship/Conservatorship	Υ
	88890	Scharrer/Shirley		455.00	8 Transactions				
	90847	STATE FIRE MARSHALL							
25		05-430-710-3980-6020		50.00	Adult foster care fire mars	hal 07/24/2020		License & Resource Development	N
	90847	STATE FIRE MARSHALL		50.00	1 Transactions				
	14390	TANGE, MSW/PHILIP B							
24		05-430-740-3900-6020		90.00	Clinical supervision-Child			Child Rule 79 Case Mgmt	6
			$C_{C}$	nvriaht 20°	10-2020 Integrated Fig	iancial System	ms		

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

<u>Vendor</u> <u>Name</u>		<u>Rpt</u>	Warrant Description	<u>Ir</u>	nvoice # Ac	count/Formula Descripti	<u>1099</u>
No. Account	<u>/Formula</u> <u>Accr</u>	<u>Amount</u>	Servic	e Dates	Paid On Bhf #	On Behalf of Name	
			06/11/2020	06/11/2020			
15 05-430-74	5-3090-6050	540.00	Pre-Petition Screening/He	earing	Pre	-Petition Screening/Hearing	6
			06/15/2020	06/16/2020			
18 05-430-74	5-3910-6020	247.50	Clinical supervision-Adul	t Rul	Adı	ılt Rule 79 Case Mgmt	6
			06/11/2020	06/11/2020			
14390 TANGE, I	MSW/PHILIP B	877.50	3 Transactions				
Final Total	••	59,939.92	19 Vendors	51 Transa	actions		

# Aitkin County



### Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>		
	5	59,939.92	Health & Human Service	?S	
	All Funds	59,939.92	Total	Approved by,	



Aitkin County Health & Human Services

204 FIRST STREET NW AITKIN, MINNESOTA 56431-1291 PHONE 1-800-328-3744 or 1-218-927-7200 FAX # 1-218-927-7210

### Advisory Committee Application Form

			App	licat	ion Form	
NAME:	Jennifer			Α	Sheets	
_	(1	First)		(MI)	(La	st)
Address:	Jennifer S	Sheets			Home Phone:	218-839-0357
	24917 310	th Place			Business Phone:	
	Aitkin	MN	56431		Cell Phone:	
Employe	r:				Occupation:	
Email Ad	dress: jenn	ifersheets <sup>2</sup>	l@gmail.	.com		
service r health a Moreove	needs of ound wellbein	ir commung of the cit	ity. As ar iizens thr	n advi ough	sor for Aitkin Cour the operation and	the Health and Human only, I intend to promote the development of programs.
Moreover, to support families in preservation efforts, education, self-sufficiency, and extension of the community.  2. What has been your past involvement with Public Health Services, Social Services, Financial Services, and other civic and community activities?  I have held a previous position as secretary for the first response unit in the City of Emily, Minnesota, and volunteered as an Emergency Medical Technician. More recently, I served Crow Wing County and Luthern Social Services as a licensed therapeutic foster provider. My interests are supporting families, education of the children and families, and encouraging the growth of our community in embracing diversity and inclusion of all citizens.  Currently meetings are held at 3:00pm on the first Wednesday of each month.  4. Are you able to attend at least 10 meetings per year?   Yes No  5. Would you be willing to serve a one-year or a two-year term?  Date: 06/04/2020						

PLEASE COMPLETE AND SUBMIT THIS APPLICATION TO:

Aitkin County Health & Human Services Attention:

Shawn Speed 204 - 1st Street NW Aitkin, MN 56431

Questions? Call: 218-927-7203 or 1-800-328-3744

An Equal Opportunity Employer

# MINNESOTA OPEN APPOINTMENT ACT APPLICATION FOR SERVICE ON COUNTY/STATE AGENCY

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Aitkin County Health & Human Ser	vices Advisory Committee
NAME OF APPLICANT: Jennifer A Sheets	
STREET ADDRESS OF APPLICANT:	PHONE NUMBERS:
24917 310th Place	DAYS 2188390357
Aitkin Mn 56431	EVENINGS
AITKIN COUNTY COMMISSIONER DISTRICT _	2
	lude a "statement that the nominee satisfies any legally prescribed in feels be helpful to the appointing authority." (May include employment, rtinent to this appointment)
I currently hold an undergraduate degree MN.	ng considered as an advisor on this community. in Counseling from Crow College, Saint Bonifacius, ent at Crown College obtaining a Master of Arts: graduation date of May 2021
I, the undersigned, hereby state that I satisfy, to the best position sought.  Signature of Applicant	of my knowledge, all legally prescribed qualifications for the  Date
If applicant is being nominated by another person or gro	oup, the above signature indicates consent to nomination.
Is this application submitted by appointing authority?	YesNo
Is this application submitted at the suggestion of appoin	ting authority? Yes No
	ounty Health & Human Services C/O Shawn Speed, set NW, Aitkin, MN 56431
For Office Use Only	
Date Appointed: Date of Term	Expiration: Term #:



### Advisory Committee Application Form

FAX #1-218-927-7210

Applicat	ion Form
NAME: MICHEUR (HIKKI) J (First) (MI)	Brodhead (Last)
AHLEN, MN 56431	Home Phone: 218-429-2652  Business Phone: 218-429-3652  Cell Phone: 218-439-3652
Employer: Aone	Occupation: SEMi - Retired
Email Address:	
offer At this fine in to offer to the comm  2. What has been your past involvement with Properties, and other civic and community activities Foster CARE licensing des of Commerce President for total Committee Voluntee	experience and cideds to my life I have the time with the time of th
1	TE AND SUBMIT THIS PATION TO:

Aitkin County Health & Human Services Attention:

Shawn Speed 204 - 1st Street NW Aitkin, MN 56431

Questions? Call: 218-927-7203 or 1-800-328-3744

An Equal Opportunity Employer

### MINNESOTA OPEN APPOINTMENT ACT APPLICATION FOR SERVICE ON COUNTY/STATE AGENCY

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Aitkin County Health & Human Services Advisory Committee
NAME OF APPLICANT: MICHELLE (MIKK) Brodhead
STREET ADDRESS OF APPLICANT: PHONE NUMBERS:
3/623 270th Place DAYS 218-489-2655
Aitkin, MN 56431 EVENINGS 218-429-2653
AITKIN COUNTY COMMISSIONER DISTRICT 4
Minnesota Statues 15.0597, state that the application shall include a "statement that the nominee satisfies any legally prescribed qualifications and any other information the nominating person feels be helpful to the appointing authority." (May include employment, community service experience, or education that would be pertinent to this appointment)
Lee township Chairman
Election Judge
Business Management A.A.S.
Worked @ Independent the right.
Over the froad trucker 19 years
Business Management A.A.S. Worked @ Independent Age Myrs. Over the troad trucker 19 years I am dedicated and notivated.
Orania d
arganized
I, the undersigned, hereby state that I satisfy, to the best of my knowledge, all legally prescribed qualifications for the position sought.
Hichelle Brodhead 1-15.2050
Signature of Applicant Date
If applicant is being nominated by another person or group, the above signature indicates consent to nomination.
Is this application submitted by appointing authority? Yes No
Is this application submitted at the suggestion of appointing authority?
Please return application to Aitkin County Health & Human Services C/O Shawn Speed, 204 - 1st Street NW, Aitkin, MN 56431
For Office Use Only
Date Appointed:



### **AITKIN COUNTY HEALTH & HUMAN SERVICES**

204 First Street NW Aitkin, MN 56431 Phone: 800-328-3744/218-927-7200 Fax: 218-927-7210/7293

#### **Contract**

Delegation Agreement between Aitkin-Itasca-Koochiching Community Health Board and Aitkin County

### **Objective**

This agreement is intended to reflect that each county is responsible for performing the grant duties in their own jurisdiction and not responsible for another county's performance.

### **Opportunity**

This is common practice in multi-county CHBs. We will have the appropriate documents to reflect our current practice.

### **Existing or New Contract**

This is a new agreement.

### **Changes to Existing Contract**

#### **Timeline for Execution**

Indefinite

#### Conclusion

ACHHS is seeking approval of this contract.

<sup>&</sup>quot;This institution is an equal opportunity provider."

#### **Delegation Agreement Between**

#### The Aitkin-Itasca-and Koochiching Community Health Board

#### And

#### **Aitkin County**

THIS DELEGATION AGREEMENT (hereinafter Agreement) is effective this \_\_\_\_ day of \_\_\_\_, 20\_\_\_, by and between Aitkin County (hereinafter the "Delegated Entity") and the Aitkin-Itasca-Koochiching Community Health Board, a joint powers entity (hereinafter referred to as "the Delegating Authority" or "AIK CHB"). Delegated Entity and AIK CHB will collectively be referred to as the parties.

WHEREAS, this Agreement is entered into pursuant to the authority granted pursuant to Minn. Stat. Sec. 145A.07: and

WHEREAS, AIK CHB is a community health board as that term is used in Minn. Stat. sec. 145A.07, Subd. 2; and

WHEREAS Delegated Entity is a County within AIK's jurisdiction; and

WHEREAS, AIK CHB desires to delegate the below described activities to Delegated Entity; and

WHEREAS, said activities are community health board responsibilities; and

WHEREAS, Delegated Entity wishes to carry out said activities in accordance with applicable federal and state laws, regulations and standards, and

WHEREAS, Delegated Entity hereby states and affirms that it is fully qualified and capable of performing said activities;

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 parties agree that the terms used in this Agreement shall have those definitions described in Minnesota Law, Specifically, Minn. Stat. Sec. 145A and implementing regulations as well as the Joint Powers Agreement and By-Laws.

#### **SECTION 2**

#### **DELEGATION OF ACTIVITIES**

Subdivision 1. AIK CHB hereby delegates, and Delegated Entity hereby accepts delegation of those activities outlined in the attached Exhibits. The attached Exhibits may be amended from time to time by the AIK CHB provided that such change is communicated to Delegated Entity at least ninety (90) calendar days prior to implementation of the change. Delegated Entity may raise

an objection to the proposed change by notifying AIK CHB no later than sixty (60) calendar days after such change is communicated. Disputes as to the propriety of any change to the Exhibits as outlined in this Subdivision 1 shall be resolved by decision of the AIK CHB Board to the extent that the change does not result in additional cost to the Delegated Entity. Disputes over changes that would result in additional cost to the Delegated Entity will require the prior approval of at least two or the three Member Counties in addition to approval of AIK CHB.

Subdivision 2. It is expressly understood that this Agreement does not address or provide for financial considerations for the delegated activities except as outlined in the attached Exhibits. AIK CHB will not assume financial responsibility for the delegated activities except to the extent that AIK CHB is the holder of a grant or third-party payment that allows payment to the Delegated Entity for some or all of the delegated activities.

Subdivision 3. It is expressly understood that this Agreement does not alter the responsibility of AIK CHB for the performance of duties specified in law.

#### **SECTION 3**

#### AIK CHB RESPONSIBILITIES

Subdivision 1. AIK CHB will perform ongoing oversight and monitoring of Delegated Entity's performance of its duties under this Agreement. This will include but not be limited to review of any reporting requirements under this Agreement. At any time the AIK CHB may audit records and documents related to the activities performed under this Agreement. The AIK CHB will follow guidelines of the Aitkin-Itasca-Koochiching Community Health Board Budget Policy adopted December 14, 2017. AIK CHB, in its sole discretion, will conduct reviews of the Delegated Entity's written policies and procedures. AIK CHB will provide at least thirty (30) calendar days advance notice prior to any off site audit.

Subdivision 2. AIK CHB will consult, advise, and assist the Delegated Entity in the performance of its duties under this Agreement.

Subdivision 3. AIK CHB will utilize the following criteria to determine if the Delegated Entity's performance meets appropriate standards and is sufficient to replace performance by the delegating authority:

- A. Applicable federal and state laws, regulation and rules.
- B. Compliance with both AIK CHB and Delegated Entity policies and procedures.
  - a. AIK CHB will, prior to execution of this Agreement, provide to Delegated Entity copies of AIK CHB policies and procedures applicable to this Agreement either through regular mail or electronically. AIK CHB may change its policies and procedures applicable to this Agreement by providing thirty (30) calendar days prior written notice to Delegated Entity of the changes and their effective dates. Changes to policies and procedures required by state or federal law, regulation or rule will be applicable upon the earlier of; (a) the required effective days prior written notice to Delegated Entity. Any notice required under this Subdivision may be in an electronic format.

- b. Delegated Entity will, prior to execution of this Agreement, provide to AIK CHB copies of Delegated Entity policies and procedures applicable to this Agreement either through regular mail or electronically. Delegated Entity may change its policies and procedures applicable to this Agreement by providing thirty (30) calendar days prior written notice to AIK CHB of the changes and their effective dates. Changes to policies and procedures required by state or federal law, regulation or rule will be applicable upon the earlier of: (a) the required effective date under state or federal law, regulation or rule; or (b) thirty (30) calendar days prior to written notice to AIK CHB. Any notice required under this Subdivision may be in an electronic format.
- C. Delegated Entity's Compliance with requirements and recommendations of medical consultation services secured by Delegated Entity.
- D. Delegated Entity's Compliance with AIK CHB reporting requirements to federal and state agencies.
- E. Delegated Entity's Compliance with the directive that delegated Community Health Services are accessible to all persons on the basis of need.
- F. Delegated Entity's Compliance with the directive that delegated services will not be denied because of an inability to pay.

Subdivision 4. During the life of the agreement, AIK CHB shall not perform duties that the designated agent is required to perform under the Agreement, except inspections necessary to determine compliance with the Agreement and this section or as may be additionally agreed to by the parties.

#### **SECTION 4**

#### **DELEGATED ENTITY'S RESPONSIBILITIES**

Subdivision 1. Delegated Entity will perform the activities outlined in the attached Exhibits in accordance with applicable federal and state law, regulations and rules.

Subdivision 2. Delegated Entity will provide sufficient staff and resources as may be necessary to fully perform the activities outlined in the attached Exhibits. Delegated Entity will maintain all federal, state and local licenses, certifications, accreditations and permits, without material restriction, that are required to provide the activities outlined in this Agreement. Delegated Entity will notify AIK CHB in writing within ten (10) calendar days after it learns of any suspension, revocation, condition, limitation, qualification or other material restriction on Delegated Entity's licenses, certifications, accreditation or permits.

Subdivision 3. Delegated Entity will comply with all reporting requirements, including timeliness of reporting, that may reasonably be required by AIK CHB. Delegated Entity will provide AIK CHB with regular reports, at least semiannually, regarding the provision of activities under this Agreement.

Subdivision 4. Delegated Entity may not sub-delegate any activities delegated pursuant to this Agreement.

#### **SECTION 5**

#### ACTIVITIES THAT ARE NOT DELEGATED

Delegated Entity must not perform licensing, inspection, or enforcement duties under the Agreement in territory outside its jurisdiction unless approved by the governing body for that territory through a separate agreement.

The scope of this Agreement is limited to duties and responsibilities agreed upon by the parties and contained herein.

#### **SECTION 6**

#### **TERMINATION**

Subdivision 1. This Agreement will be of indefinite duration, subject to the termination provisions in this Section.

Subdivision 2. Either party may terminate this Delegation Agreement upon at least one hundred twenty (120) calendar days prior notice to the other party. Notice shall be in writing and sent by U.S. Mail to the principal offices of the other party. Termination of delegation activities will be effective January 1 following the notice of termination by either party.

Subdivision 3. AIK CHB may revoke the delegation of some or all 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 in a timely manner and to satisfaction of AIK CHB. In such instance, AIK CHB must provide at least thirty (30) calendar days advance notice of such revocation unless immediate revocation is necessary to prevent harm or danger to individuals served by the delegated activities.

#### **SECTION 7**

#### **BOOKS AND RECORDS**

Subdivision 1. Confidential and Accurate Records. AIK CHB and Delegated Entity agree to maintain the confidentiality of protected health information regarding individuals served by Delegated Entity pursuant to this Agreement and to comply with all state and federal requirements established by AIK CHB.

Subdivision 2. Collection and Retention of Data. Delegated Entity shall maintain an accurate and timely record system through which all pertinent data relating to this Agreement is documented. Delegated Entity shall retain all data related to this Agreement for a period consistent with a records retention schedule that has been provided to AIK CHB or for such longer period as required by applicable federal or state law or regulation.

Subdivision 3. Right to Inspect; Release of Data to AIK CHB. Delegated Entity agrees to provide AIK CHB during the term of this Agreement and for a period of ten (10) years following the provision of services access to all data related to this Agreement unless such data may not be disclosed to AIK CHB pursuant to the Minnesota Government Data Practices Act or other applicable law. 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**

#### **GENERAL PROVISIONS**

Subdivision 1. 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.

Subdivision 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.

Subdivision 3. Notices. Unless provided otherwise in this Agreement, all notices, 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 as the principal place of business, 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.

Subdivision 4. Amendment. This Agreement may only be modified through a written amendment signed by both parties. Such amendment will require the signature of the Commissioner of Health. Amendment of Exhibits shall be governed by Section 2, Subdivision 1.

Subdivision 5. 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 the Party of any provision of the waiver of breath of any provision of this Agreement shall not operate as, or be construed to be continuing waiver of the provision or a continuing waiver of the breach of the provision.

Subdivision 6. Governing Law. This Agreement shall be governed and construed under the laws of the State of Minnesota.

Subdivision 7. 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.

Subdivision 8. Survival. Any section of this Agreement that by its terms contemplates or requires continuing effect following termination of this Agreement shall survive such termination.

Subdivision 9. Approval of State. The effectiveness of this Agreement is subject to the approval of this Agreement by the Minnesota Department of Health.

(Remainder of Page Intentionally Left Blank)

Approved by the Commissioner, Minn	esota Department of Health
County Attorney	
Approved as to form and content	
Clerk, County Board of Commissioners	
Chair, County Board of Commissioners	
Adopted by the Aitkin County Board o	f Commissioners on thisday of
IN WITNESS WHEREOF,	
FOR DELEGATED ENTITY	
Community Health Services Administrate	or
Board Chair	
Adopted by Aitkin-Itasca-Koochiching of	Community Health Board on thisday
IN WITNESS WHEREOF,	

#### **EXHIBIT A**

### To the Delegation Agreement Between the Aitkin-Itasca-Koochiching Community Health Board and Delegated Entity

#### ADMINISTRATIVE SERVICES

#### **PERSONNEL**

Community Health Board ("CHB") employees will provide administrative services pursuant to statutory requirements and CHB job descriptions. CHB employees shall have all authority necessary to carry out CHB functions and programs.

CHB may purchase services from individuals employed by any County that is a Delegated Entity to act as Team Leaders or Grant Managers. Purchased services will occur through a Service Purchase Agreement between CHB and the Delegated Entity that employs the individual to provide said services. The Service Purchase Agreement may require that some or all payments from CHB be paid to the specific individual providing the service.

Each Delegated Entity shall be responsible for providing individuals to create a general administrative base of clerical support for carrying out CHB functions and programs. This will be accomplished by the creation and entering into a Service Purchase Agreement between the CHB and Delegated Entity on an as needed basis.

#### PHYSICAL OFFICE SPACE

CHB and the Delegated Entities may enter into Lease Agreements for the Delegated Entities to provide physical office space to CHB at a cost per square foot that is uniform to all leased space to CHB.

Itasca County will provide CHB employees with a centralized office space starting in .
The following Delegated Entities will provide physical office space to CHB employees for the identified CHB programs based within that Entity:

In addition to the leased space, Delegated Entities may be required to provide additional space for specific program needs on the same basis as currently provided at no cost to CHB.

#### OFFICE FURNISHING AND EQUIPMENT

CHB will provide its own equipment to the centralized office space. This includes:

Office Furniture

Copiers

**Document Scanner** 

Office Telephones

Wiring

In the alternative, CHB may contract with Itasca County for Itasca County to provide office furnishings and equipment to CHB for its centralized office.

The Delegated Entities that are providing physical space for services noted above as well as space for program and service related activities will provide reasonable use furniture, copiers, document scanners and office telephones at no additional cost to CHB.

# INFORMATION TECHNOLOGY, COMPUTER, INTERNET AND TELEPHONE ACCESS

Itasca County will provide the server and access to a secured physical storage space for server equipment.

Itasca County will provide access to its telephone service for CHB administrative use. As noted above, Delegated Entities will provide reasonable use of its telephone service for CHB program and service-related activities housed in Delegated Entity.

CHB may contract for access to the internet with an outside provider or utilize Itasca County services.

CHB will contract with an outside vendor for website hosting, a virtual private network and other web-based products and services.

CHB will contract with an outside vendor for cellular telephone services.

CHB will contract with an outside vendor for electronic health record software.

Additional Information Technology needs may be provided through Service Purchase Agreements with one or more Counties or through by contracting the service in the private sector.

#### **HUMAN RESOURCES**

CHB employees will be covered by their own classification and compensation program.

CHB will draft its own human resources policies. Itasca County will assist CHB in the administration of CHB human resources policies and benefits programs. This service will be performed for CHB through a Service Purchase Agreement.

CHB may utilize Itasca County for recruitment and hiring practices or may choose to utilize Aitkin and/or Koochiching County.

CHS will provide its own health insurance. Itasca County will assist in administration of the insurance program.

CHB will obtain its own general business entity insurance, workers compensation and other required coverages.

#### FINANCIAL SERVICE AND BOOKKEEPING

CHB will operate its own financial services. In additional CHB may contract with Itasca County to provide additional services and support through a Service Purchase Agreement. This service will be performed for CHB through a Service Purchase Agreement.

CHB may utilize Itasca County to operate its bank accounts. CHB is authorized to enter into investment options of currently held funds beginning in 2020 on the same basis as Counties. This service will be performed for CHB through a Service Purchase Agreement.

CHB may utilize Itasca County to manage and contract for its own credit cards. This service will be performed for CHB through a Service Purchase Agreement.

#### **EXHIBIT B**

### To the Delegation Agreement Between the Aitkin-Itasca-Koochiching Community Health Board and Delegated Entity

#### **EMERGENCY PREPAREDNESS**

#### **PERSONNEL**

Delegated Entity will provide primary Emergency Preparedness (EP) services. Delegated Entity will prepare its Emergency Preparedness Plan. Delegated Entity employees shall have all authority necessary to carry out County functions and programs related to Emergency Preparedness.

#### **SERVICES**

Each Delegated Entity shall be responsible for providing sufficient staff to participate in a response at no charge to CHB.

Backup services will be governed by the Emergency Preparedness Plan and grant requirements to individuals to create a general administrative base of clerical support for carrying out County functions and programs.

Failure of a Delegated Entity to perform pursuant to this Exhibit may result in loss of its portion of some or all the granting funding as determined by CHB.

#### **EXHIBIT C**

### To the Delegation Agreement Between the Aitkin-Itasca-Koochiching Community Health Board and Delegated Entity

### MATERNAL AND CHILD HEALTH

#### PERSONNEL AND SERVICES

Community Health Board ("CHB") employees will provide oversight to assure that required reports are compiled and that invoicing is completed.

Performance of Services will be delegated to each Delegated Entity. Each Delegated Entity will be responsible for performing any and all required audits with a copy to CHB.

No backup has been identified due to the County specific focus of this program.

#### **EXHIBIT D**

### To the Delegation Agreement Between the Aitkin-Itasca-Koochiching Community Health Board and Delegated Entity

### **FAMILY HOME VISITING (TANF)**

#### PERSONNEL AND SERVICES

Community Health Board ("CHB") employees will provide oversight to assure that required reports are compiled and that invoicing is completed.

Performance and Services will be delegated to each Delegated Entity. Each Delegated Entity will be responsible for performing any and all required audits with a copy to CHB. Services can be performed within the Delegated Entities Human Services function.

No backup has been identified due to the limitations on data sharing permitted by state and federal law.

#### **EXHIBIT E**

### To the Delegation Agreement Between the Aitkin-Itasca-Koochiching Community Health Board And Delegated Entity

### WOMEN, INFANTS AND CHILDREN (WIC)

#### PERSONNEL AND SERVICES

Community Health Board ("CHB") employees will provide oversight of the program, will prepare all required reports, develop and maintain required plans. CHB will be responsible for its required invoicing.

Performance of Services will be provided by CHB and Delegated Entity. Delegated Entity will operate under policies that may be separate from CHB but must conform to all required state and federal law.

Backup can be performed by CHB and other Delegated Entities.

#### **EXHIBIT F**

### To the Delegation Agreement Between the Aitkin-Itasca-Koochiching Community Health Board And Delegated Entity

#### STATE HEALTH IMPROVEMENT PARTNERSHIP (SHIP)

#### PERSONNEL AND SERVICES

Community Health Board ("CHB") employees will provide oversight of the program, will distribute grants, prepare all required reports, develop and maintain required plans. CHB will be responsible for required invoicing.

Performances of Services will be provided by CHB and additional grant management services for CHB may be performed pursuant to a Service Purchase Agreement.

Backup can be performed by CHB and other Delegated Entities.

Failure of a Delegated Entity to perform pursuant to this Exhibit may result in loss of its portion of some or all the granting funding as determined by CHB.

#### **EXHIBIT G**

### To the Delegation Agreement Between the Aitkin-Itasca-Koochiching Community Health Board And Delegated Entity

# EARLY HEARING DETECTION AND INTERVENTION (EDHI) AND BIRTH DEFECTS FOLLOW-UP

#### PERSONNEL AND SERVICES

This is a program that is paid by the case.

Community Health Board ("CHB") employees will provide general oversight of the program and operate as a pass-through entity.

Delegated Entity will perform required training.

Backup services will be the responsibility of CHB.

#### **EXHIBIT H**

### To The Delegation Agreement Between the Aitkin-Itasca-Koochiching Community Health Board And Delegated Entity

### ELIMINATING HEALTH DISPARITIES INITIATE REFUGEE TB

### PERSONNEL AND SERVICES

Community Health Board ("CHB") employees will provide required training.

Delegated Entity will perform required TB services.

#### **EXHIBIT I**

### To The Delegation Agreement Between the Aitkin-Itasca-Koochiching Community Health Board And Delegated Entity

#### FOLLOW ALONG PROGRAM

#### PERSONNEL AND SERVICES

Community Health Board ("CHB") employees will provide oversight and expense verification duties. CHB employees will submit the Delegated Entities reports in such form as may be required.

Allotment of the grant will be the same for each Delegated Entity for all work performed by Delegated Entity. Delegated Entity will track and submit all expenses. Delegated Entity will completely and accurately fill out a data report and submit it to CHB on a timely basis.

#### **EXHIBIT J**

### To The Delegation Agreement Between the Aitkin-Itasca-Koochiching Community Health Board And Delegated Entity

#### CHILD AND TEEN CHECKUP

#### PERSONNEL AND SERVICES

This program is based on the number of eligible individuals in each County.

Community Health Board ("CHB") employees will combine the budgets prepared by each Delegated Entity.

Delegated entity will be responsible for budgeting at the individual County level. Delegated Entity will have the Authority and responsibility to determine the amount of support and administrative services to be provided.

CHB and Delegated Entities will utilize a team approach to develop a combined work plan.

#### **EXHIBIT K**

### To The Delegation Agreement Between the Aitkin-Itasca-Koochiching Community Health Board And Delegated Entity

### WOMEN, INFANTS AND CHILDREN (WIC) PEER BREASTFEEDING GRANT

### PERSONNEL AND SERVICES

This is a competitive gran	t.
Community Health Board	("CHB") employees will provide administrative oversight.
2 3	County provides consultation services and peer training through a gated Entity submits expenses to CHB.