



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.

“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.

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FOR DELEGATING AUTHORITY:

IN WITNESS WHEREOF,

Adopted by Aitkin-Itasca-Koochiching Community Health Board on this ___ day of _____.

Board Chair

Community Health Services Administrator

FOR DELEGATED ENTITY

IN WITNESS WHEREOF,

Adopted by the Aitkin County Board of Commissioners on this ___ day of _____.

Chair, County Board of Commissioners

Clerk, County Board of Commissioners

Approved as to form and content

County Attorney

Approved by the Commissioner, Minnesota Department of Health

Name Date

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 addition 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 grant.

Community Health Board (“CHB”) employees will provide administrative oversight.

Delegated Entity _____ County provides consultation services and peer training through a certified individual. Delegated Entity submits expenses to CHB.