



Le Sueur County, MN

Tuesday, February 26, 2019

Board Meeting

Item 2

9:05 a.m. Cindy Shaughnessy, Public Health (15 min)

Staff Contact:



Public Health
Prevent. Promote. Protect.

LE SUEUR COUNTY PUBLIC HEALTH

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Le Center, MN 56057
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Le Sueur County Board of Commissioners Meeting
February 26, 2019

Cindy Shaughnessy, Public Health Director

Agenda:

1) 2018 Financial Summary Public Health

- **Attached:** Total budget \$2,334,676 with \$407,580 needed in tax dollars
- Public Health over budget by \$165 for 2018

2) Amended Immtrack Joint Powers Agreement

- **Attached:** Amended JPA between the 6 participating counties (Le Sueur, Waseca, Brown, Nicollet, Blue Earth, Watonwan) was reviewed and approved by the respective county attorneys including Brent Christian
- Amended 1-1-19 to include annual meeting requirement, electing a secretary/treasurer, and language related to a party exercising its right to withdrawal
- Request Board approval of the amended JPA and signatures by the Chair, Clerk and County Attorney

3) Update re: status of Delta Dental grant

- Application submitted 2-12-19 for a \$5,000 Delta Dental grant to provide funding for the Healthy Smiles program which provides dental services to children age 14 and younger on MA and those without insurance
- The grant would be used to reimburse the dental hygienist for services rendered to uninsured children and for Public Health support services in making appointments and running the monthly clinic.

4) Other

LE SUEUR COUNTY PUBLIC HEALTH - FINANCIAL SUMMARY 2018

INCOME

Grants

Local Public Health Grant (LPHG)	\$	96,195
Maternal Child Health (MCH)	\$	28,266
Emergency Prepared. PHEP/CRI	\$	31,394
TANF	\$	26,828
SHIP	\$	7,536
IPI, EHDI and EHD	\$	2,654
EBHV (Evidence Based HV) grant	\$	5,237
Total	\$	198,110

Fees For Home Care

Medicare	\$	16,750
Medical Assistance	\$	142,891
Private Pay	\$	19,000
Veterans Administration	\$	107,489
Waivered Services (AC, HM)	\$	61,985
Insurance	\$	1,144
UCare MSHO, MSC+	\$	114,857
Blues MSHO, MSC+	\$	84,017
Medica MSHO, MSC+	\$	24,131
Total	\$	572,264

Fees Waiver Team/ Case Management

UCare MSHO, MSC+	\$	112,486
Blues MSHO, MSC+	\$	182,791
Medica MSHO, MSC+	\$	10,410
Waiver (CM + Case Aide)	\$	275,060
MnCHOICES (time study)	\$	142,136
Pass Thru (chore, transit, mods)	\$	57,773
PCA - MA	\$	1,106
Total	\$	781,762

Miscellaneous

Donations, refunds, misc. revenue	\$	1,284
Total	\$	1,284

Fees for Health Promotion

CTC Contract	\$	81,444
Immunizations & Hepatitis	\$	1,920
WIC	\$	148,683
Early Childhood Screening	\$	3,308
Flu Vaccinations	\$	18,553
Family Health MA	\$	21,539
Total	\$	275,447

Fees for Community Health

Water / Wells / Pools	\$	7,565
Food, Beverage & Lodging	\$	72,195
MHP / RCA	\$	18,466
Total	\$	98,226

INCOME TOTAL \$ 1,927,093

County Tax dollars needed \$407,580

Auditor's office reconcile \$3

INCOME GRAND TOTAL \$ 2,334,676

EXPENSES

Salaries

RN, PHN, REHS, RD	\$	1,175,619
Support Staff	\$	186,679
Home Health Aides	\$	131,499
Homemakers	\$	70,671
Fringe Benefits	\$	522,978
Unemployment	\$	-
Per Diem	\$	300
Total	\$	2,087,746

Transportation Costs \$ 71,327

Professional Services \$ 25,038

(Therapy 6,840/ CPA 2,320/ Champ 15,878)

Program expenses

Waivered Services program expense	\$	753
Waivered Pass thru(chore,bus,mod)	\$	57,275
MCH	\$	418
Medicare	\$	2,613
CTC Outreach (overpayment 17,413)	\$	19,447
LPHG	\$	8,309
CH Core Function Fee payment	\$	935
WIC	\$	2,902
PHEP/ PH Emergen. Preparedness	\$	665
CRI	\$	455
TANF	\$	1,535
Flu Vaccine	\$	13,562
SHIP	\$	6,926
	\$	-
Total	\$	115,795

Operating Expenses

Staff Expenses, Training, Education	\$	3,572
Printing & Advertising	\$	4,506
Agency Dues & Licensing & Subscri	\$	5,813
Postage (CH water samples)	\$	449
Office Supplies; UPS	\$	4,494
Nursing supplies & CH lab expense	\$	5,347
Equipment	\$	9,991
MN Care Tax	\$	427
Refunds	\$	205
Repairs & Maintenance	\$	-
Total	\$	34,804

EXPENSES TOTAL \$ 2,334,710

Auditor's office reconcile \$ (34)

EXPENSES GRAND TOTAL \$ 2,334,676

Public Health over budget by \$165

South Central Regional Immtrack JOINT POWERS AGREEMENT

Article 1 Enabling Authority

THIS AGREEMENT is made by and between the political subdivisions organized and existing under the Constitution and laws of the State of Minnesota, hereafter collectively referred to as "Parties," and individually as "Party" which are signatories to this "Agreement."

Minnesota Statutes, Section 471.59 provides that two or more governmental units may by Agreement jointly exercise any power common to the contracting Parties; and

Minnesota Statutes, Section 145A.04 provides that a political subdivision may implement a project to prevent and control communicable diseases, including vaccine-preventable diseases and to implement and maintain a regional immunization information system to assure age-appropriate immunizations through complete and accurate immunization records available to public and private health care providers; and

In consideration of the mutual promises and Agreements contained herein and subject to the provisions of Minnesota Statutes, Sections 471.59 and Minnesota Statutes, Section 145A.04 and all other applicable statutes, rules, and regulations, the following Parties:

Blue Earth County
Brown County

LeSueur County
Nicollet County

Waseca County
Watsonwan County

hereto agree as follows:

Article 2 Purpose

The Parties desire to establish a mechanism whereby they may jointly exercise powers common to each participating Party on issues requiring:

- A. Fulfillment of the Parties broad responsibilities to protect the health and welfare of their citizens.
- B. Age appropriate immunizations and reduction in the occurrence of vaccine-preventable disease through maintenance of complete and accurate immunizations records.
- C. Planning, development of policies, implementation, and direct management of the operations of a regional immunization information system.
- D. Establishment of procedures to add qualifying Parties to this Agreement.

- E. Establishment of a mechanism whereby additional and/or alternative programs and services may be developed for the benefit of the Parties and in furtherance of the objectives of the Parties.

Article 3 Name

The name of this entity shall be South Central Regional Immtrack hereinafter sometimes referred to as the Immtrack.

Article 4 Governance

- 4.1 Governing Board. A governing board shall be formed to oversee the operation of the Immtrack and shall be known as the Board.
- 4.1.1. The Membership of the Governing Board shall be composed of one representative appointed by each participating county's governing body. The representative need not be a member of the governing body of the participating county but must be an agent thereof. An alternate can be designated by each participating county's governing body, in the event the member appointed to the Governing Board is temporarily unable to attend. An alternate shall possess the same qualifications as the Governing Board Member. Any designation of an alternate shall be in writing, signed by the appropriate county, and delivered to the Secretary of the Governing Board.
- 4.1.2. Documentation. Resolutions or other documentation of designation shall be filed with the Secretary of the Board.
- 4.1.3. Members not Employees. Members of the Board shall not be deemed to be employees of the Immtrack and will not be compensated, including per diem allowance, for serving on the Board. For all purposes, including workers compensation, each member of the Board shall be considered to be an employee of the Party that made the appointment.
- 4.2. Terms; Vacancies. Board members shall serve until the appointing authority makes a change. The appointing entity shall appoint a designee and/or alternate as soon as a vacancy occurs.
- 4.3. Officers of the Board. The Board shall elect a Chair and Vice Chair from its membership who shall serve for one year.
- 4.3.1. Election of Officers. The election of the Chair and Vice-Chair shall be conducted at the first board meeting of every year. There is no restriction as to the number of terms.

- 4.3.2. Additions to the Board. The Board may elect or appoint such other officers as it deems necessary to conduct the affairs of the organization.
- 4.3.3. Secretary/Treasurer. The Board will elect or appoint a secretary/treasurer.
- 4.3.4. Committees. The Board shall have the authority to appoint such committees as it deems necessary to fulfill the purpose of the organization.
- 4.4. Meetings. The Board shall comply with Minnesota Statutes Chapter 13D (Open Meeting Law). There shall be an annual meeting of the Board held each calendar year with a minimum of two meetings per year on such dates and at such times and places as the Board shall determine.
- 4.5. Voting. A quorum shall consist of no less than fifty percent (50%) of board members or alternates eligible to vote. Board actions shall be determined by a majority of the votes cast at the meeting. Abstentions shall not be counted as votes cast for the purpose of this section. Proxy votes are not permitted.
- 4.6. By-Laws. The Board may adopt bylaws to govern its operations. Such bylaws shall be consistent with the Agreement and applicable law.
- 4.7. Amendments. This Agreement may be amended from time to time as deemed necessary. Amendments require agreement of all Parties and must be provided to all Parties at least thirty (30) days prior to the effective date of the proposed amendment.
- 4.8. Records, Accounts and Reports
- 4.8.1. Records and Reports. The books and records, including minutes and the original fully executed Agreement, of the Board shall be subject to the provisions of Minn. Statute Chapter 13. They shall be maintained at Blue Earth County Human Services, 410 South Fifth Street, Mankato, Minnesota, 56002. Blue Earth County will serve as the fiscal agent for grant funds received by the Immtrack. Records, accounts and reports shall be maintained by the Secretary/Treasurer.
- 4.8.2. Receipts and Disbursements. The Immtrack will ensure strict accountability for all funds of the organization and will require reports on all receipts and disbursements made to, or on behalf of the Immtrack.

Article 5 Duties of the Board

The Board shall formulate a plan to carry out its purposes pursuant to Article 2.

Article 6 Powers of the Board

- 6.1. General Powers. The Board is hereby authorized to exercise such authority and powers common to the Parties as is necessary and proper to fulfill its purposes and perform its

duties. Such authority shall include the specific powers enumerated in this Agreement or in the bylaws.

6.2. Specific Powers.

6.2.1. Contracts. The Board may enter into contracts necessary for the exercise of its duties and responsibilities to govern the Immtrack. The Board may take such action as is necessary to enforce such contracts to the extent available in equity or at law. Contracts let and purchases made pursuant to this Agreement shall conform to the requirements applicable to contracts required by law (i.e., fiscal management, personnel management).

6.2.2 Annual Budget. The fiscal year of the Immtrack shall be the calendar year, January 1 through December 31. An annual budget will be prepared and submitted to the Board by the fiscal agent annually, prior to January 1.

6.2.3. Insurance. The Board shall obtain liability, property and auto insurance and may obtain such other insurance it deems necessary to indemnify the Board and its members for actions of the Board and its members arising out of this Agreement.

Article 7

Indemnification and Hold Harmless

7.1. Applicability. The Immtrack 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. Immtrack 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.

7.2. Indemnification and Hold Harmless. The Immtrack 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 Immtrack. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota States 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 purposes of liability, all 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.

Article 8 Term

This Agreement shall commence upon approval of the governing body of each Party and signature of the official with authority to bind the entity listed in Article I.

The Agreement shall be in effect only with respect to the Parties who have approved and signed it.

Article 9 Withdrawal and Termination

- 9.1. Withdrawal: Any Party shall have the right to withdraw from this Agreement and the Immtrack created in the following manner:

The Party withdrawing shall pass a resolution declaring its intent to withdraw effective on a specified date, which date shall not be less than ninety (90) days from the day of the resolution, and shall send a certified copy of such resolution to the chairperson of the Immtrack Board not less than ninety (90) days before the effective date of withdrawal.

Upon receipt of the resolution of a withdrawal, the Chairperson shall, within ten (10) workdays, mail copies of the resolution to all Parties.

- 9.2. When a Party exercises its option to withdraw under the terms of this Agreement, no fiscal liability shall accrue for the subsequent quarter unless the resolution declaring its withdrawal is sent later than the first day of the last month in the quarter, in which case, fiscal liability will be limited to that accruing within sixty (60) days of the notice declaring its withdrawal; and any payment in excess of this amount shall be refunded to the withdrawing Party immediately.

The withdrawing Party shall not be entitled to a refund of fees paid to the Immtrack Board prior to the effective date of withdrawal.

Notwithstanding a Party's authority to withdraw, this Agreement and the Board created hereby shall indemnify, defend, and hold harmless any withdrawing Party who has withdrawn in accordance with the terms of this Agreement for any acts of the Board and/or employees and/or the agents of the Immtrack for actions or inactions after the effective date of the Party's withdrawal.

The Parties continuing this Agreement and the Board created hereby shall indemnify, defend, and hold harmless any withdrawing Party who has withdrawn in accordance with the terms of this Agreement.

After the effective date of termination of this agreement by all Parties, the Immtrack Board shall continue to exist for the limited purpose of discharging the Immtrack's debts and liabilities, settling its affairs, and disposing of its property and surplus monies, if any.

- 9.3. Termination. This Agreement shall start upon January 1, 2012, **as amended January 1, 2019**, or upon the date of signature of the governing body and remain in force until

~~December 31, 2016 and it shall terminate then unless continued for an additional term or terms by the written agreement of all Parties~~ **unless or until a party exercises its right of withdrawal.**

9.3.1 **Effects of Withdrawal and Termination.** Termination shall not discharge any liability incurred by the Board or by the Parties during the term of the Agreement.

9.3.1A Financial obligations shall continue until discharged by law or until withdrawal from this Agreement or any other agreement.

9.3.1B In case of termination, all unused funds and surplus property held by the Immtrack Board shall be distributed in accordance with grantor agreement of the State of Minnesota or otherwise in proportion to the total population of the respective counties as reported by the most recent census. Any distribution or unused fund or surplus property would go only to Parties who were members on the effective date of the termination of this Agreement.

Article 10 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. Counterparts shall be filed with Blue Earth County who will maintain them at 410 South 5th Street, Mankato, Minnesota, 56001.

IN **WITNESS WHEREOF**, the Parties have caused this Agreement to be executed by the persons authorized to act for their respective Parties on the date shown below.

Each Party must complete the following. An original of each Party's execution of the Agreement should be attached to the Agreement and remain in a permanent file.

Approved as to form and execution:

COUNTY OF LeSueur

County Attorney/Date

By: _____
Chair of Board

Date of Signature: _____

Attest: _____
Clerk of Board

10-11
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