

AGREEMENT BETWEEN POLK COUNTY PUBLIC HEALTH AND NORMAN-MAHNOMEN PUBLIC HEALTH AS PART OF THE POLK-NORMAN-MAHNOMEN COMMUNITY HEALTH BOARD FOR shared staffing to provide public health services.

THIS AGREEMENT is made and entered by and between Polk County Public Health and Norman-Mahnomen Public Health of which each is a body corporate and politic existing under the laws of the State of Minnesota.

WHEREAS, the Polk County Public Health and Norman-Mahnomen Public Health are in need of public health services for completion of various roles and responsibilities on an interim and/or ongoing basis;

WHEREAS, the Polk County Public Health and Norman-Mahnomen Public Health have public health staff who are qualified to provide the needed public health services within each of the counties and desires to enter into an agreement to provide services identified herein;

WHEREAS, the Local Public Health Department wishing to receive services from the other local public health department shall be identified as the **Requesting County**;

WHEREAS, the Local Public Health Department wishing to provide services to the other local public health department shall be identified as the **Responding County**;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

I. Scope of Services. The **Responding County** will provide the following services: Staffing for specified program responsibilities; county vehicle or reimbursement for privately owned vehicle; and office space for use by employees providing services across jurisdictions pursuant to the agreement. The **Requesting County** will provide access to a work station, supplies, and equipment needed when work is provided at the location of the requesting county.

II. Fees For Service. The **Requesting County** agrees to pay the **Responding County** the applicable fees for the services identified in the scope of services and may be adjusted in accordance with budget planning cycles for the specified program responsibilities. The **Responding County** will submit invoices itemized by date and activity and will include both on-site and off-site time and activity. The **Requesting County** agrees to pay the invoices within 45 days of receipt.

III. Expense Reimbursement. Mileage will be reimbursed at the current IRS rate per mile. Expenses incurred for program supplies and equipment shall be reimbursed at actual cost or in accordance with approved grant program budgets. Reimbursement for expenses will be made within 45 days of receiving the invoice from the **Responding County**.

IV. Professional Services. **Responding County** agrees that the services provided to **Requesting County** will be delivered by staff with the appropriate qualifications for the specified public health service. **Responding County** further agrees that the services will not be provided by a substituted professional without **Requesting County** express written consent.

V. Agreement Term. The term of this agreement shall commence upon execution and continue in full force and effect until the scope of services has been completed, or continue until one or both parties agree to terminate the agreement.

VI. Termination of Agreement. The parties agree that this contract will not be terminated until the services are provided herein, unless there is a complete failure to perform the duties herein. Public Health Director of **Requesting County** will notify Public Health Director of **Responding County** when it is unsatisfied with the services being performed and allow for correction. If **Requesting County** is still dissatisfied with the services after giving notice and time to correct performance, it may terminate the agreement with 30 day notice in writing to **Responding County**. **Responding County** may terminate the contract if **Requesting County** fails to make payment as agreed herein. **Responding County** must give 30 day notice in writing to **Requesting County** prior to terminating herein.

VII. Responding County Employees Not Considered Employees of Requesting County. The public health employee is a **Responding County** Employee and shall at all times herein be considered a **Responding County** Employee. The public health employee will not be considered a **Requesting County** employee. The **Responding County** employee shall be subject to the personnel and other policies of **Responding County**.

VIII. Indemnification. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement. Each party shall maintain insurance coverage limits not less than those prescribed under Minn. Stat. §466.04; and Workers' Compensation insurance coverage or self-insurance in accordance with the Minnesota statutory requirements. Said policies shall be kept in effect during the entire term of this Agreement.

XII. Assignment. Neither **Requesting County** nor **Responding County** may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other, which consent shall not be unreasonably withheld.

XIII. Non-Waiver and Accumulation of Remedies. The failure by either party at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or in equity, or to exercise an option herein provided, shall not constitute a waiver of such provision, right, remedy or option or in any way affect the validity of this Agreement. The waiver of any default by either party shall not be deemed a continuing waiver, but shall apply solely to the instances to which such waiver is directed. The remedies provided under this Agreement shall be cumulative and not alternative, and the election of any one remedy for breach shall not preclude the pursuit of other remedies.

XIV. Data Privacy. **Responding County** agrees to abide by the applicable provisions of the Minnesota Data Practices Act, Minnesota Statutes, Chapter 13, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality.

XV. Records Retention and Availability/Audit. **Requesting County** and **Responding County** shall keep pertinent business records pursuant to this Agreement. Such records shall be maintained for at least 6 years from the date services or payment were last provided or made or longer if any audit in progress requires a longer retention period. All accounting records shall be kept in accordance with generally accepted accounting policy and practices. Both parties shall have the right to audit and review all such documents and records at any time during regular business hours or upon reasonable notice. These records are subject to examination, duplication, transcription and audit by the community health board, local public health department, and either the Legislative or State Auditor of the State of Minnesota

pursuant to Minnesota Statute §16C.05, subd. 5. The records may also be subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract.

XVI. Entire Agreement. This Agreement embraces the entire agreement between the parties. No oral agreement or representation concerning this Agreement shall be binding.

XVII. Severability. Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this agreement so constructed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.

XVIII. Amendments. This Agreement may be altered, extended, changed or amended in writing by mutual agreement of the parties when dated and attached hereto without altering the other terms of this agreement.

XIX. Notice. Notice shall be given to the other party in writing and may be effectuated by delivery by U.S. Mail at the following addresses:

Public Health Director/CHS Administrator
Norman-Mahnomen Public Health
15 E 2nd Av. RM 107
Ada, MN 56510
Phone: 218-784-5425
Fax: 218-784-7818

Public Health Director/Lead Agent
Polk County Public Health
721 S. Minnesota Street
PO Box 403
Crookston, MN 56716
Phone: 218-281-3385
Fax: 218-281-7376

IN WITNESS WHEREOF, Polk-Norman-Mahnomen Community Board has caused this Agreement to be executed by the person authorized to act in their respective names on the date shown below:

Approved at the **Polk-Norman-Mahnomen Community Board** meeting this ___day of _____, 2014.

By:

Chair PNM CHB

PNM CHS Administrator

PNM CHS Lead Agent

Approved as to form and execution:

By _____
PNM CHB County Attorney

Approved at the **Polk County Board** Meeting this ___day of _____, 2014.

Chair Polk County Board of Health

Public Health Director

Approved as to form and execution:

By _____
County Attorney

Approved at the **Norman-Mahnomen Public Health** Meeting this ___day of _____, 2014.

Chair Norman-Mahnomen Board of Health

Public Health Director

Approved as to form and execution:

By _____
County Attorney