AGREEMENT FOR THE OPERATION OF THE BRANCH, HILLSDALE, AND ST. JOSEPH COMMUNITY HEALTH AGENCY FOR BRANCH, HILLSDALE, AND ST. JOSEPH COUNTIES

THIS AGREEMENT made and entered into this 212 day of March, A.D., 2024, by and between the Boards of Commissioners of Branch, Hillsdale, and St. Joseph Counties (hereinafter collectively referred to as "Counties").

WITNESSETH:

WHEREAS, Act 368 of Public Acts of 1978, as amended, of the State of Michigan provides that any combination of counties may elect to establish a District Health Department by a majority vote of each County Board of Commissioners;

WHEREAS, the Counties of Branch, Hillsdale, and St. Joseph have operated the Branch-Hillsdale-St. Joseph Community Health Agency since January 1, 1972.

WHEREAS, the Counties believe that it is prudent to formalize the rights and obligations of each county and their relationship to the Branch-Hillsdale-St. Joseph Community Health Agency;

WHEREAS, the counties desire to modify the organizational framework for the Community Health Agency;

WHEREAS, Article 7, Section 28 of the Michigan Constitution of 1963 and Act 7 of the Public Acts of 1967, as amended, MCL 124.501 et seq., permit counties to, by agreement, perform functions that could be performed by individual counties;

WHEREAS, the Counties desire to enter into an agreement to continue a public entity known as the Branch-Hillsdale-St. Joseph Community Health Agency, and to specify the powers and duties under which it will operate pursuant to the above cited authority; and

WHEREAS, Section 2448 of the Public Health Code, as amended (MCL 333.2448), expressly provides for intergovernmental contracts to reorganize local health departments.

THEREFORE, for and in consideration of the mutual covenants hereinafter contained, IT IS HEREBY AGREED as follows:

- b) Review and approve an annual program statement and budget. The format and documentation of the annual program statement and budget shall be specified by the Department.
- c) Submit the annual program statement and budget to the Department by such date as is specified by the Department.
- d) Submit to each Board of Commissioners an annual request for County funds to support the Community Health Agency. Such request shall be in the form and at the time determined by the Boards of Commissioners.
- e) Take action to secure private, federal, state, and other public funds to help support its programs.
- f) Approve and authorize all contracts, which may be effectuated by delegation to the Health Officer.
- g) Review and evaluate the quality, effectiveness, and efficiency of services being provided by its programs.
- h) Appoint a health officer and a medical director, who shall each meet the standards of training and experience established by the Department.
- Establish general policy guidelines within which the health officer shall execute the Community Health Agency programs.
- j) Audit all claims against the Community Health Agency and apportion approved claims as provided under the approved formula established under Section 2417 of the Public Health Code, as amended (MCL 333.2417).
- k) The Community Health Agency shall maintain liability insurance in such amounts as the Board shall determine.

SECTION VIII.

POWERS OF THE BOARD

The Board shall have all the rights, powers, duties and obligations of a District Health Department created under MCL 333.2415, as are set forth in the Public Health Code, Public Act 368 of 1978, as amended. IN addition, the Board shall have the following powers and duties, to the extent theses powers and duties are not in consistent with the powers of a District Health Department.

- 1. To enter into contracts, including contracts for the purchase of public health services with private persons and/or entities or public agencies.
- 2. To acquire ownership, custody, operation, maintenance, lease or sale of real or personal property, subject to any limitation on the payment of funding therefore now or subsequently imposed by the Public Health Code, 1978 PA 368, as amended.
- 3. To dispose of, divide, and distribute property.
- 4. To accept gifts, grants, assistance, funds or bequests.

- To make claims for federal or state aid payable to the participants in the programs of the Board.
- To incur debts, liabilities or obligations which do not constitute the debts, liabilities
 or obligations of any of the parties to this agreements, subject to any limitations
 thereon which are now or hereafter imposed by the Public Health Code, 1978 PA 368,
 as amended.
- 7. To, in its own name, employ employees and agents, which employees or agents shall be considered employees or agents of the board. The Board shall have the powers, duties and responsibility for establishing policies, guidelines and procedures for employees and shall have the power, duty and responsibility to establish wages and fringe benefits such as, but not limited to, sick leave, vacation, health insurance, pension and life insurance; to provide for workers' compensation and for any and all other terms and conditions of employment of an employee of the Board. However, any employee initially transferred to the Branch-Hillsdale-St. Joseph Community Health Agency by any of the contracting Counties or from the predecessor Branch-Hillsdale-St. Joseph Community Health Agency shall continue to have all benefits, obligations and status with respect to pay, seniority credits, and sick leave, vacation, insurance and pension credits that the individual held as a County or Community Health Agency employee. The above-stated conditions and limitations upon the transfer of County or Community Health Agency employees shall not serve to limit the right of the Board to hire County or Community Health Agency employees voluntarily seeking a job change upon such terms and conditions as the Board and the individual may agree.
- 8. To fix and collect charges, rates, rents or fees where appropriate and to promulgate rules and regulations related thereto. They shall include the power to set fees for the Community Health Agency services as authorized by Section 2444 of the Code. All fees shall be paid into the general fund of the Community Health Agency.
- 9. The powers of the Community Health Agency shall be liberally construed consistent with the Constitution and statutes of this state.

SECTION IX.

HEALTH OFFICER

The health officer shall function as the chief executive and administrative officer of the Branch-Hillsdale-St. Joseph Community Health Agency and shall execute and administer the Branch-Hillsdale-St. Joseph Community Health Agency in accordance with the approved program statement and budget, the general policy guidelines established by the Board, the applicable procedures and regulations, and the provisions of state statute. The terms and conditions of the health officer's employment, including tenure of service, shall be as mutually agreed to by the Board and health officer and shall be specified in writing.

SECTION X.

FINANCES

The Board shall have the budgetary and financial control over the Community Health Agency. The Board shall base its request for county financial contributions on the proposed budgetary needs of the Community Health Agency. These financial contributions may come from the general fund of each county or from any fees collected by the Community Health Agency in that county or a combination thereof. The financial contribution shall be approved by each county based on the financial needs of the Community Health Agency. The contribution scheduled shall be allocated pro-rata among the counties based on the percent of population of each county as compared to the population of the tri-counties as shown in the last decennial federal census. The last decennial federal census shall be adjusted by subtracting the State prison population from Branch County's population. In the event that the services of the Community Health Agency are requested or required to be provided at the State prison, Branch County shall be responsible for any and all associated costs up to a capped amount. The capped amount shall be calculated by multiplying the current year's pro-rata rate and the prison population as recorded on January 1st of the current year. The financial contribution shall be computed annually and shall be approved as required by Section 2417 of the Public Health code (MCL 333.2417). Nothing in this Agreement shall bind a county to accept the annual allocation request by the Board.

Beginning in January of each year, the respective Treasurers of Branch, Hillsdale and St. Joseph Counties shall deposit their quarterly appropriations of county funding with the Community Health Agency by the 15th day of January, April, July and October. Payments can be made via check or electronic funds transfer (EFT).

If a county fails to allocate its full amount requested, the Board may not pass its budgetary shortfall to the other counties. However, the board in its discretion may elect one of more of the following options, taking into account the amount of the non-payment, its duration, the financial condition of the Community Health Agency and such other factors as it deems relevant:

- 1. Reduce services in the non-paying county consistent with the non-payment;
- 2. Raise fee rates for services in the amount the Board deems necessary.
- 3. Recommend the dissolution of the Community Health Agency.
- 4. Any combination of the above as determined by the Board.

State and local contributions and all other funds received shall be handled and banked directly by one of the treasurers of one of the member counties as selected by the Board, which has the duty to insure that the funds are banked and accounted for consistent with requirements of law for local governmental units.

The Board shall be credited all investment income (minus reasonable handling fees) derived from the assets of the Community Health Agency. All interest income shall also be credited into the general fund of the Community Health Agency.

SECTION XI.

AUDIT

The Community Health Agency shall conduct an annual agency audit in accordance with the law and as directed by the Board. A copy of the audit shall be given to each Board member upon its completion. If requested by a county, a representative of the auditing firm and the Community Health Agency shall appear before the Board of Commissioners of each county and answer questions regarding the audit or any other aspect of Community Health Agency activities. The counties shall have access to all Community Health Agency records except those records subject to a legally recognized privilege.

SECTION XII.

INFORMATION

The Board shall provide to Branch-Hillsdale-St. Joseph Counties, separately and/or jointly, as requested, any and all information related to the operations of the Board on a timely basis.

SECTION XIII.

NOTICES

Any notices required by this Agreement shall be deemed made when mailed certified mail, return receipt requested, to each county clerk, to each chairperson of the Board of Commissioners of each participating county, and the Health Officer of the Community Health Agency.

SECTION XIV.

COUNTY ORDINANCES

Nothing in this agreement shall restrict the right of a county to enact a local ordinance affecting its public health needs and setting fees in any such ordinance. However, any such ordinance shall not impose an obligation or duty on the Community Health Agency or its personnel unless (a) the ordinance has been approved by the Board; provided, however, that the Board's approval shall be limited to assessing the financial and personnel impact of the ordinance on the Community Health Agency, the legality and enforceability of the proposed ordinance and potential liability to the Community Health Agency. (The general public policy considerations of whether the proposed ordinance is needed is solely the responsibility of the county which is considering enacting the proposed ordinance), (b) an agreement has been reached with the county which enacted the ordinance regarding the disposition of any fees required by the

ordinance; and (c) an agreement has been reached with the county which enacted the ordinance regarding the reimbursement to the Community Health Agency of any costs of enforcement.

SECTION XV.

ORDINANCE UNIFORMITY

Each county understands the legal and practical importance of ordinance uniformity throughout the District. Each county agrees to make every effort to keep its public health ordinances uniform with those of other counties within the tri-counties. However, this Agreement acknowledges that local conditions and political desires within a particular county may result in some unique ordinance provisions.

SECTION XVI.

DURATION OF THIS AGREEMENT AND RIGHTS UPON TERMINATION

- a) This Agreement shall continue indefinitely unless a county withdraws as provided by this Agreement.
- b) This Agreement may be terminated by the following method:
 The county(ies) may give written notice of its(their) desire to withdraw as a member of the Community Health Agency to the Board of Health and to the other counties which are a party to this Agreement. The effective date of the withdrawal by the withdrawing county(ies) shall be effective sixty (60) days from the date of receipt from the withdrawing county(ies). The property division provisions of paragraph XVI.c.1 shall continue to apply to all counties, including the withdrawing county, until the property division has been completed; otherwise, this Agreement shall be terminated as to the withdrawing county on the effective date of the withdrawal.
- c) Property Division.
 - 1. If the county(ies) withdraws pursuant to Paragraph (b) above, then the following procedure shall be used. The withdrawing county(ies) shall not be obligated to pay (or will be reimbursed if it already had paid) a pro-rata portion of its(their) financial contribution attributable to the remainder of the calendar year after the effective date of the dissolution. In addition, the withdrawing county(ies) shall receive all real and personal property located within the boundaries of the withdrawing county(ies). The withdrawing county(ies) will assume any existing debt applicable to the assets which it

receives. The distribution of assets shall take place as soon as possible after the effective date of the dissolution.

- 2. Nothing contained herein shall preclude the three (3) counties from otherwise jointly agreeing in writing to any distribution of the real and personal property among themselves as they deem proper.
- d) If the withdrawing County will assume the responsibility for any health jurisdiction or function previously performed by the Community Health Agency, or if it will assume the responsibility to pay the wages of or employ any former employee of the Community Health Agency, MCL 333.2448 shall apply, and the Withdrawing County will provide an appropriate assurance or evidence to the Community Health Agency documenting its compliance. MCL 333.2448 provides:

A city, county, district, or part thereof may enter into a intergovernmental contract necessary or appropriate to a reorganization or an assumption or relinquishing of a health jurisdiction or function authorized by this part. The contract shall provide that an employee transferred shall not lose any benefits or right as a result of the transfer.

SECTION XVII.

STATUS OF THE BOARD

The Board established pursuant to this agreement shall be a separate legal public entity with the power to sue and be sued.

SECTION XVIII.

AMENDMENT PROCEDURES

This agreement may be amended only by the mutual agreement of the participating counties pursuant to resolution authorized by each of the County Boards of Commissioners and entered into in writing, and approved as may be required by the Urban Cooperation Act (MCL 124.501, et seq.) and the Public Health Code (MCL 333.1101, et seq.)

SECTION XIX.

CONFLICT OF PROVISIONS

If there is any conflict between this agreement and the Public Health Code (MCL 333.1101, et seq.), as existing or as subsequently amended, the Public Health Code shall prevail, and those provisions of this agreement inconsistent therewith shall be deemed null, void and of no effect.

SECTION XX.

CONTINUITY

All assets and liabilities as well as the contractual rights and obligations currently in the name of the existing Branch-Hillsdale-St. Joseph Community Health Agency shall continue. Each county authorizes its Chair and Clerk to execute such documents as are necessary to effectuate this provision. The created Community Health Agency hereby agrees to assume all such transfers. SECTION XXI.

EFFECTUATION OF AGREEMENT

This agreement shall not take effect until this agreement is approved by the Governor of the State of Michigan and the Director of the State Department of Community Health as provided for by law. Upon receipt of the approval of the Governor and after filing with the County Clerk of each county and the Secretary of State, this agreement shall take effect on January 1, 2025.

The name of the entity and its administrative office's business address are Branch-Hillsdale-St. Joseph Community Health Agency, 570 Marshall Road, Coldwater, Michigan 49036. Any subsequent change thereof by the Board shall be reported in writing to the forming Counties, the State Department of Community Health and the Governor of Michigan.

The persons signing this agreement hereby verify by their signatures that they are authorized to execute this agreement pursuant to appropriate County Board of Commissioners resolution.

IN THE PRESENCE OF: Howard abastal	BRANCH COUNTY BY CHAIRPERSON, BOARD OF COMMISSIONERS T. m Stoll MORE TO STOLL COUNTY CLERK Teresa Kubasiak
Louis Burns	HILLSDALE COUNTY L & Willy CHAIRPERSON, BOARD OF COMMISSIONERS Mark Wiley Marney Marney Markey Ma
Ally Factor	ST. JOSEPH COUNTY BY: CHAIRPERSON, BOARD OF COMMISSIONERS Ken Malone
Atty Pader	ATTEST! County CLERK Chief Out

BRANCH COUNTY BOARD OF COMMISSIONERS MARCH SESSION (FIRST DAY) March 12, 2024

1/ The Board of Commissioners of the County of Branch met, pursuant to adjournment in the Commissioner's room at the Courthouse, on Tuesday, March 12, 2024.

Vice-Chairman Matthew called the meeting to order at 4:30pm.

Present: Commissioners Randall Hazelbaker, Tom Matthew and Jon Houtz, County Clerk Teresa Kubasiak and Administrator Bud Norman.

Absent: Commissioners Alan McClellan and Tim Stoll

Commissioner Hazelbaker led the Board in the Pledge of Allegiance.

- 2/ Motion by Commissioner Houtz, seconded by Commissioner Hazelbaker to approve the agenda. MOTION CARRIED
- 3/ Motion by Commissioner Houtz, seconded by Commissioner Hazelbaker, to approve the minutes of the February 20, 2024 Board meeting. MOTION CARRIED

Public Comment:

Megan Wilczynski of MSUE informed the Board that a group of students from Branch County will be attending the 4-H Capitol Experience in Lansing to learn about how government works.

- 4/ Motion by Commissioner Houtz, seconded by Commissioner Hazelbaker, to approve the hiring of two temporary contracted employees to help during the Courthouse renovation project. MOTION CARRIED
- 5/ Motion by Commissioner Matthew, seconded by Commissioner Houtz, to approve the Community Health Agency agreement, as presented. MOTION CARRIED
- 6/ Motion by Commissioner Houtz, seconded by Commissioner Hazelbaker, to accept the painting contract submitted by Coldwater Painting in the amount of \$232,780, after confirming they are bonded and insured. MOTION CARRIED
- 7/ Motion by Commissioner Matthew, seconded by Commissioner Houtz, to approve for RFP's to be sent out for work on the entrance of the Courthouse and mechanical work. MOTION CARRIED

Consent Agenda:

approve the Bills and Accounts in the amount of \$458,845.90, Payroll totaling \$1,603.878.40 and total Taxes of \$365,247.23.

approve for the Commission on Aging to put a millage renewal proposal on the August 6, 2024 Primary ballot.

- 8/ Motion by Commissioner Hazelbaker seconded by Commissioner Houtz, that authorization is given to approve the following items by Consent Agenda: Bills & Accounts, COA Millage Renewal Request. MOTION CARRIED
- 9/ Motion by Commissioner Matthew, seconded by Commissioner Houtz, to approve the contract with Michigan Leadership Institute in the amount of \$10,250 to help with the search for a new Administrator. MOTION CARRIED
- 10/ Commissioner Houtz nominated Lori LaBundy, Kimberly Lindsey, Thomas Schmelzer and Joe Scheid to be re-appointed to fill expiring positions on the Mental Health Board.

Public Comment:

Resident, Dean Genter commented on the work to be done on the Coldwater River.

Committee/Liaison Reports:

Houtz - stated that Maple Lawn was at 113 and is now at capacity with 114 residents.

Hazelbaker-the Chamber Awards dinner was held. It was very well attended.

Matthew reminder of the Conservation District annual meeting on 3/17 at 4pm. He also congratulated the 4-H students heading to Lansing for the Leadership Conference.

11/ Motion by House, seconded by Hazelbaker to adjourn at 4:52pm. MOTION CARRIED

Chairman

Clerk

Dowal

TO THE HONORABLE BOARD OF COMMISSIONERS:

We recommend approval of the intergovernmental agreement for the operation of the Branch-Hillsdale-St. Joseph Health Department and authorize the Chairperson to sign the agreement.

Respectfully submitted,

Brad Benzing, Vice Chair Board of Commissioners

Approved by the Board of Commissioners on March 26, 2024

Regular session of the Board of County Commissioners for the County of St. Joseph, State of Michigan, was held in the Commission Chambers on March 19, 2024, at 5:00 pm.

Chairman Malone called the meeting to order.

The invocation was given by Commissioner Shaffer.

Chief Deputy County Clerk Clark called the roll, and the following commissioners were present.

Dennis Allen

Luis Rosado

Rusty Baker

Rick Shaffer

Terrance Conklin

Ken Malone

Also present: Jessica Miller, Assistant to County Administrator; Angie Steinman, Finance Director

Adoption of Agenda

It was moved by Commissioner Baker and seconded by Commissioner Allen to approve the agenda as presented. Motion carried.

Minutes

It was moved by Commissioner Rosado and seconded by Commissioner Allen to approve the minutes of February 20, 2024. Motion carried.

Public Comment

Craig Crabill of Sturgis read a letter from Barry County Sheriff's Office regarding an investigation of election fraud in their county.

Michael Whitney of Constantine handed out an invitation to a meeting with Dr. Douglas Frank, on May 21, 2024.

Rebecca Shank talked about the need to have a tourism guide for our county again.

Presentation

Julie Pioch, District 13 MSU-e Director Michigan, presented Michigan State University's Annual Report. Pioch stated that the staff is at 100% and full of talent. Eric Anderson was leaving, and Nicole Ritchie would be taking his place for Field Crops. Pioch introduced Kayla Mitchell, the new 4-H Program Coordinator. Mitchell announced that 4-H Youth Camp was back and that the County Conservation Tour was scheduled May 14th and 15th.

County Administrator's Report

Jessica Miller wanted the Commission to know there would be a ribbon cutting with Barton Group for the Three Rivers Campus. A final date had not been determined, but possible dates were April 29th or 30th.

Committee Appointments

It was moved by Commissioner Baker and seconded by Commissioner Allen to reappoint Henry Miller and Carolyn Grace to the 2024 Agriculture Preservation Board. Motion carried.

It was moved by Commissioner Allen and seconded by Commissioner Baker to reappoint Bill Walters, Nathan Brown, and Frederick Yager to the 2024 VA Advisory Board. Motion carried.

Commission on Aging Millage Renewal

Resolution 4-2024

WHEREAS, St. Joseph County Commission on Aging requested that the Board of Commissioners consider a millage ballot question to be placed on the August 2024 ballot; and

WHEREAS, St. Joseph County Prosecuting Attorney Dave Marvin has reviewed and approved the language.

NOW THERFORE BE IT RESOLVED that the St. Joseph County Board of Commissioners hereby approves the following ballot millage renewal question language for a special election to be called and held in August of 2024:

Shall the Constitutional imitation upon the total amount of taxes which may be assessed in one year upon all property within the County of St. Joseph, State of Michigan, be renewed by the County and authorized to levy ¾ of a mill (\$0.75 per \$1,000.00 of taxable valuation) for a period of six (6) years, 2024, 2025, 2026, 2027, 2028, and 2029, inclusive, for the sole purpose of operating millage for the continuation of Senior Services through the St. Joseph County Commission on Aging? It is estimated that if this tax levy were spread in 2024 it would generate \$1,849,040.00 in additional revenue.

It was moved by Commissioner Rosado and seconded by Commissioner Conklin to adopt the Commission on Aging Millage Renewal and Resolution. Motion carried 5-0 upon roll call vote.

Branch, Hillsdale, and St. Joseph Community Health Agency Agreement

It was moved by Commissioner Baker and seconded by Commissioner Shaffer to approve the Intergovernmental Agreement. Motion carried.

Deputy Medical Examiner Appointments

It was moved by Commissioner Rosado and seconded by Commissioner Baker to approve the appointment of; Anna Lane Tart, MD, Jared Brooks, MD, Amanda O. Fisher-Hubbard, MD, Edmund Donoghue, MD, and Christine James, DO with terms expiring December 31, 2024. Motion carried.

Budget Amendments

It was moved by Commissioner Allen and seconded by Commissioner Rosado to approve the budget amendments as presented. Motion carried.

Commissioner Comments

Commissioner Shaffer invited everyone to the Human Service Commission Senior Resource Fair. The fair would be held in Three Rivers.

Commissioner Baker wished the Mendon Girls Basketball Team good luck at Quarter Finals.

Commissioner Allen thanked the public for coming out.

Commissioner Malone wished Mendon Girls Basketball Team good luck.

Adjournment

It was moved by Commissioner Baker and seconded by Commissioner Conklin to adjourn the meeting at 5:25 pm. Motion carried.

Lindsay Oswald, County
Ladena M. Clark, Chief Deputy County Clerk Clerk



STATE OF MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES LANSING

ELIZABETH HERTEL

July 19, 2024

GRETCHEN WHITMER

GOVERNOR

Mr. Jared Hoffmaster St. Joseph County Commissioner and Chair of the Board of Health 570 Marshall Rd. Coldwater, MI 49036

Re: Branch – Hillsdale – St. Joseph Community Health Agency Intergovernmental Agreement

Dear Mr. Hoffmaster:

The Michigan Department of Health and Human Services has completed its review of your Intergovernmental Agreement for the Branch – Hillsdale – St. Joseph Community Health Agency and has found that it complies with guidance provided under the Michigan Public Health Code and the Urban Cooperation Act.

The department finds this agreement to be a most encouraging development. We are pleased to see your continued commitment to the concepts of core capacities and minimum program requirements. In addition, your Board of Health's commitment to annual examination of public health needs, and evaluation of program effectiveness and efficiency, should assist you in developing and providing quality services for all the residents of your jurisdiction.

The department approves the Intergovernmental Agreement. The Boards of Commissioners of all three counties are to be commended for formalizing the Branch – Hillsdale – St. Joseph Community Health Agency's organization in this document.

Sincerely,

Elizabeth Hertel

EH:hb



GRETCHEN WHITMER
GOVERNOR

GARLIN GILCHRIST II LT. GOVERNOR

August 6, 2024

Jared Hoffmaster St. Joseph County Commissioner and Chair of the Board of Health 570 Marshall Rd. Coldwater, MI 49036

Re: Branch, Hillsdale and St. Joseph Health Agency - Agreement Amendments

Dear Mr. Hoffmaster:

I have reviewed the proposed amended Agreement for the Operation of the Branch, Hillsdale, and St. Joseph Counties. The proposed amended agreement has been reviewed by the Department of Attorney General, which found it to be compliant with the Urban Cooperation Act and the Public Health Code. Therefore, I approve the amended agreement.

Please contact my office if you have any questions or concerns.

Sincerely,

Gretchen Whitmer

Governor

c: George M. Elworth, Assistant Attorney General