

MEEKER-McLEOD-SIBLEY COMMUNITY HEALTH BOARD

Hutchinson City Center, City Council Chambers
111 Hassan St. SE, Hutchinson MN 55350
320-587-5151

September 25, 2017
9-10:30 Information Sharing
10:30-12:00 Board Meeting

Agenda

1. Meeting called to order
2. Additions to the Agenda
3. Approval of July 13th 2017 meeting minutes*
4. CHS
 - a. Results of recent state audit
 - b. **Action Item:** Request to change Full time status of Emergency Preparedness Coordinator, Erick Boeder to Part time, (up to 28 hours/week) through December 31, 2017.
 - c. **Action Item:** Request to replace part time staff for the Recovery Coach position, vacated by Savannah Cooley.
5. CHS Administrative Services
 - a. Scott Lepak- Final Report*
 - b. **Action Item:** Approval of CHS Employee Contract*
 - c. **Action Item:** Decision requested for office location (proposals/budget impact included in board packet)*
 - d. **Action Item:** Decision requested for IT services (proposals/budget impact included in board packet)*
 - e. **Action Item:** Decision or guidance requested for office furniture/equipment purchases (proposals/budget impact included in board packet)*
 - f. **Action Item:** Decision requested for payroll services (proposals/budget impact included in board packet)*
 - g. Brief update: Classification/Compensation study, Employee Identification Number, Health Insurance, Personnel Policies and HR Support gaps*
6. Review and Discussion of Integration and Delegation Options
Informational documents are included in the board packet*

Adjourn

Attachments:

July 13th 2017 Meeting Minutes

Final Report

CHS Employee Contract

CHS Administrative Services Budgets; Detailed Expense sheet, CHS Budget, and Budget Impact to Counties

Office Space Proposals

IT Service Options- Summary and proposals

Office Equipment quotes

Payroll Service proposals

Update on CHS Administrative Services

Summary of MN Statutory 145A

CHS Integration/Delegation Historical Perspective

Considerations for Decisions

Overview of Major CHB Funding

Integration Budget samples

Staff Retirement Survey

2006 MMS Delegation Agreement

MEEKER - MCLEOD - SIBLEY COMMUNITY HEALTH SERVICES

REPORT ON REVISIONS TO THE MEEKER-MCLEOD-SIBLEY COMMUNITY HEALTH SERVICES OPERATING DOCUMENTS AND STRUCTURAL RECOMMENDATIONS RELATED TO ADMINISTRATION AND OPERATIONS

I. ASSIGNMENTS

This report documents a review of the Meeker-McLeod-Sibley Community Health Services (CHS) operations performed by our law firm. Our involvement in this matter occurred in two phases:

Phase I consisted of reviewing and revising the Joint Powers Agreement to better conform to state law and provide a framework for future changes to operations. This phase also included the development of Bylaws to implement specific elements of the Joint Powers Agreement and provide for greater flexibility and efficiencies in administrative operations.

Phase II consisted of exploring all options related to the provision of CHS services. This phase included a review of current issues facing the CHS Board of Directors such as management of in-kind service, staff sharing, CHS employment issues, delivery of services and programs.

II. BACKGROUND AND RESULT OF PHASE I.

Phase I was completed with the member Counties adopting a revised Joint Powers Agreement and CHS adoption of the By-Laws. This revised structure and operations are currently in place. These documents are attached to this report as **Exhibit A** and **Exhibit B**.

III. BACKGROUND ON PHASE II.

Phase II consisted of initially meeting with the following groups:

- Representatives of each County's policy making and administrative services group (3 meetings total)
- Representative employees that perform the CHS services in each County (3 meetings total)
- Representatives of the CHS employees

In the course of performing this Phase II assignment, I also attended various CHS Board meetings including a CHS Board (CHB) meeting where representatives from the State Board of Health presented on CHS obligations and matters.

My initial report to the CHS Board occurred on February 23, 2017. A copy is at **Exhibit C**. In that meeting, the Board discussed various options related to building a more defined administrative infrastructure as the next step in the process.

IV. CURRENT ADMINISTRATIVE ISSUES

There is a consensus that the current model of McLeod County hosting administrative services should be replaced by a more independent model.

The Community Health Board is currently reviewing options related to implementing physical and legal separation. Creating a truly separate entity is the initial step that must occur before detailed consideration can be given to integration/delegation issues at the program level.

Areas currently under consideration are:

- Obtaining an Employee Identification Number.

This is generally a ministerial function. CHS has already filled out the questionnaire. There is a planned meeting with McLeod County to discuss the impact of the CHS having a separate tax identification number, such as separate bank accounts, check stock and other unique identity issues.

- Identifying distinct physical facilities apart from McLeod County.

The current focus is on a physical facility separate from McLeod County. The focus is currently on a facility in Hutchinson. This would assist in the separate identity goal. In discussing various issues with existing CHS and County staff who are performing CHS work, having a separate location provides a better sense of separate identity both for the employees and the clients receiving services*.

*One area that was identified as a concern from staff was that CHS services involve gaining trust and access. Concerns have been expressed about too closely identifying with a County or Social Services group that may be viewed as a more threatening enforcement entity than a Health Services entity.

- Obtaining Information Technology Services apart from McLeod County.

There is a strong push to seek a single company apart from the existing McLeod County services model to meet all of the CHS needs. This includes hosting the PH.Doc servers. This is also a necessary step to take in order to meet the CHS reporting obligations to the State and to comply with the requirements of the MN Government Data Practices Act.

As a side note, this issue needs to be coordinated with the physical space determination.

- Identifying outside service providers.

Given the initial size of CHS, utilization of outside vendors for common services is being explored. For example, CHS is in the early stages of exploring payroll services. Other areas to be explored would include service providers for financial, billing, legal and human resources management services. One potential avenue for exploring these options would be through a request for proposal in the identified areas.

- Identifying equipment and capital needs – furniture, computers, telephone, copiers, supplies.

Movement from McLeod County will mean the need for a capital budget.

- Separating identified personnel from their current McLeod County status and placing them with CHS

The existing model of having CHS administrative employees operating as McLeod County employees is proving increasingly unworkable. Board consensus is that the existing recognized CHS employees should become true CHS employees.

Transfer of employees to the CHS entity cannot occur until CHS obtains its Employer Identification Number.

The core issues associated with this transfer are currently being addressed:

- CHS is waiting for the results of a classification and compensation study to utilize in developing a pay plan.

Given the existing pay is based on the McLeod County pay plan and the consultant will be doing a study that should line up with the McLeod County pay plan, CHS appears to have a strong starting point for a pay plan.

This is particularly beneficial in that Minn. Stat. Sec. 145A.04 provides that persons employed by a county whose functions and duties are assumed by a community health board shall become employees of the board without loss in benefits, salaries or rights.

- CHS is exploring its options related to health insurance for CHS employees

This is in the early stages and CHS is seeking a broker to explore options. This benefit needs to be identified at the earliest possible stage. Transition from the County plan to a CHS plan can be accomplished at a later date but should be before the continuation option (separated County employees can continue with County insurance for a period of time after separation) expires.

Given the open enrollment issues coming up at the end of the year, it would be optimal to have this issue addressed in 2017.

- CHS is in the early stages of exploring possible personnel policies for CHS employees.

As noted above, with employees already operating under McLeod County benefits programs, developing CHS policies and benefits programs with McLeod County as a model would be beneficial – particularly because benefit levels may not be reduced.

V. CURRENT COST CONSIDERATIONS

Movement from the McLeod County facilities and services will increase the cost of operating the CHS. To date, CHS has operated through outside funding grants without additional amounts being required from the member counties. A copy of the 2016 CHS integrated budget is attached as **Exhibit D**.

My recommendation is that CHS pursue contracts to provide services under both Prime West Health (Meeker and McLeod) and South Country Health Alliance (Sibley) as a formalized funding source for programs and services that CHS may offer.

In addition, the costs associated with the separation as noted above creates the strong potential that member counties will need to contribute toward a larger CHS budget.

Member contributions are addressed in the Joint Powers Agreement as follows:

Article IV(3)(J) provides as follows:

In the event that an appropriation from each Member County is required, to submit a proposed annual Health Board budget to the governing body of each Member County before July 1 in the applicable year. The budget of the Health Board shall be established in January of the applicable year.

Article V(1) requires quarterly payments:

1. Quarterly Payment of Budgeted Amounts. On the first business day of January, April, July, and October of each year, each Member County shall pay to a joint Community fund an amount equal to one quarter of that Member County's share of the annual budget, if any. A Member County may choose to pay its share at one time or every six months rather than quarterly.

Initial Member Funding (seed money):

Given that the July 1 deadline has already passed, consensus of the three Counties will need to be obtained before the initial contribution can be collected. In addition, the capital needs may require expenditures that do not follow the quarterly payment of budgeted amounts. In short, each Member County will need to approve the initial contribution and timing of the contribution payments.

A contribution formula will need to be developed. In developing contribution formulas for joint powers entities, a number of factors may be applicable. Population tends to be a primary consideration. Other considerations may include total market value of each County or utilization measurements. In reviewing the MMS service areas with staff, the consensus was that there was not an effective current measurement that was service related. Accordingly, the recommendation is to develop a contribution formula with the sole focus on population.

Population estimates from the U.S. Census Bureau Quick Facts report for July 1 of the year preceding the budget setting year (for example the 2018 budget will be based on July 1, 2016 population estimates). July 1, 2016 population estimates under this formula are as follows:

	<u>Population</u>	<u>Percentage</u>
McLeod County	35,842	48.58%
Meeker County	23,110	31.32%
Sibley County	14,827	20.1%
Total:	73,779	100%

My recommendation is to amend the Joint Powers Agreement to add the following Section 5 to Article V (Budget and Funds):

5. Initial Administrative Integration Funding. Each Member County shall make a contribution to a Joint Community Fund for initial integrated administrative operations for budget year 2018. This total Member contribution will be \$_____. Each Member County will pay the following percentage based upon July 1, 2016 population estimates:

	<u>Percentage</u>	<u>Amount</u>
McLeod County	48.58%	
Meeker County	31.32%	
Sibley County	20.1%	

This amount will be paid by each Member County in a lump sum no later than _____, 2018.

Amending the Joint Powers Agreement requires recommendation of the CHS Board and ratification by the County Board of each Member County (Article X of the Joint Powers Agreement). The ratification Resolution for this change is at **Exhibit E**.

Subsequent Year Funding:

Funding for subsequent years can utilize the existing language in the Joint Powers Agreement with the July 1 budget requirement and quarterly payment schedule.

In addition to administrative funding, the CHS Board should address a funding mechanism should an existing County funded program transition to CHS. Recognizing that the cost of the

program initially borne by the County will transition to CHS, my recommendation is to adopt a transitional funding formula. A suggested method could include the following:

6. Program Transition Funding. CHS will receive all grants and third party payments that are tied to a service or program that transition from a Member County to CHS. In addition, each Member County that transitions an existing service or program to CHS shall make transition payments to CHS to reflect the diminished County cost over time because of said transition. In the first full budget year in which the transition occurs, the transitioning Member County shall pay to CHS the prior year actual costs associated with the service or program (including but not limited to all personnel costs) that will be transitioned plus an inflationary amount equivalent to the twelve month change to the Consumer Price Index for Urban – All Cities as measured from July of the preceding year. This transition cost will exclude any amounts that will continue to be paid by continued grant funds or third party payments. This transition cost will further exclude any amounts that will continue to be borne by the Member County such as continued physical space for such service or program operations. In the second full budgeted year following the transition, the Member County shall pay to CHS two-thirds (2/3) of the initial transition amount. In the third full budgeted year following the transition, the Member County shall pay to CHS one-third (1/3) of the initial transition amount. The Member County will not be required to pay additional amounts for said services in and after the fourth year. Said payments are in addition to the Quarterly Payment of Budgeted Amounts noted in Section 1 but may be made on the same quarterly basis as outlined in Section 1.

VI. CONTINUED INTEGRATION/DELEGATION ISSUES

After CHS establishes its independent administrative operations, the next step in the process is for the Community Health Board to discuss points of commonality between providing of public health services via the CHS and potentially explore the option of integration in certain programs.

My initial recommendation in this area is to require standardization of forms and written data tools. This will assist in CHS meeting its various reporting obligations, assisting when backup is needed from County to County and provide a better “apples to apples” comparison of service measurables.

My recommendation is to continue to utilize delegation agreements for the following areas:

- 1) Case Management
- 2) School Programs and services
- 3) Jail Programs and services
- 4) Enforcement of Public Health Nuisance Laws, Ordinances and Rules

These areas appear to be best served and administered by the individual Member Counties at this time. A sample delegation agreement is at **Exhibit F**.

As a practical matter, Emergency Preparedness appears to be fully integrated.

My recommendation is to pursue integration of four other primary areas at this time. Those areas are:

- 1) Health Educators
- 2) Women, Infants and Children (WIC)
- 3) Fiscal
- 4) Formalized backup services

The first three areas would involve transition of existing County staff to CHS. The current vacancies in WIC appear to present a good opportunity to integrate at this time. The funding associated with such transition would be as noted in the Current Cost Considerations noted in the Section above. Practical issues associated with such integration would need to be developed once CHS has established its separate legal and physical identity.

The fourth area would formalize the existing backup system but introduce a mechanism for recovering staffing and other costs associated with providing the backup.

SUMMARY OF RECOMMENDATIONS AND ACTION ITEMS

- Continue current plans to create a stand alone separate CHS.
- Enter into Employment Agreement with CHS Administrator.
- Enter into agreement with Medical Consultant.
- Pursue contracts to provide services under both Prime West Health and South Country Health Alliance as a formalized funding source for programs and services that CHS may offer.
- Identify how much each Member County will need to contribute toward this stand alone and separate CHS.
- Formally recommend to each Member County that the Joint Powers Agreement be revised as follows:

Add the following Section 5 to Article V (Budget and Funds):

5. Initial Administrative Integration Funding. Each Member County shall make a contribution to a Joint Community Fund for initial integrated administrative operations for budget year 2018. This total Member contribution will be \$ _____. Each Member County will pay the following percentage based upon July 1, 2016 population estimates:

	<u>Percentage</u>	<u>Amount</u>
McLeod County	48.58%	
Meeker County	31.32%	
Sibley County	20.1%	

This amount will be paid by each Member County in a lump sum no later than _____, 2018.

Add the following Section 6 to Article V (Budget and Funds):

6. Program Transition Funding. CHS will receive all grants and third party payments that are tied to a service or program that transition from a Member County to CHS. In addition, each Member County that transitions an existing service or program to CHS shall make transition payments to CHS to reflect the diminished County cost over time because of said transition. In the first full budget year in which the transition occurs, the transitioning Member County shall pay to CHS the prior year actual costs associated with the service or program (including but not limited to all personnel costs) that will be transitioned plus an inflationary amount equivalent to the twelve month change to the Consumer Price Index for Urban – All Cities as measured from July of the preceding year. This transition cost will exclude any amounts that will continue to be paid by

continued grant funds or third party payments. This transition cost will further exclude any amounts that will continue to be borne by the Member County such as continued physical space for such service or program operations. In the second full budgeted year following the transition, the Member County shall pay to CHS two-thirds (2/3) of the initial transition amount. In the third full budgeted year following the transition, the Member County shall pay to CHS one-third (1/3) of the initial transition amount. The Member County will not be required to pay additional amounts for said services in and after the fourth year. Said payments are in addition to the Quarterly Payment of Budgeted Amounts noted in Section 1 but may be made on the same quarterly basis as outlined in Section 1.

- Develop standardization of forms and written data tools.
- Develop and utilize delegation agreements for case management, school programs and services, jail programs and services and enforcement of public health nuisance laws, ordinances and rules at this time.
- Recognize integration of Emergency Preparedness (EP)
- Pursue integration of the following areas upon CHS becoming a separate legal and physical entity:
 - 1) Health Educators
 - 2) Women, Infants and Children (WIC)
 - 3) Fiscal
 - 4) Formalized backup services

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EXHIBIT A

Second Amended Joint Powers Agreement

(Note – this would be subject to change as noted in the Recommendations)

**SECOND AMENDED
JOINT POWERS AGREEMENT BETWEEN
MEEKER, MCLEOD AND SIBLEY COUNTIES
CREATING THE JOINT COMMUNITY HEALTH BOARD**

**ARTICLE 1
ENABLING AUTHORITY**

THIS AGREEMENT (hereinafter referred to as the Agreement) is made by and between Meeker, McLeod and Sibley Counties (each hereinafter referred to as a Member County). Each Member County is a political subdivision and governmental unit. These Member Counties shall hereinafter collectively be referred to as the Member Counties or the parties.

This Agreement amends and supersedes the Joint Powers Agreement originally dated April 19, 1990 and first amended August 8, 2006.

This Agreement is established pursuant to the authority granted pursuant to the Minnesota Constitution, laws of the State of Minnesota and, more specifically, Minnesota Statutes, Section 471.59 regarding joint powers entities and Minnesota Statutes, Section 145A regarding community health boards.

**ARTICLE II
PURPOSE**

By this Agreement, the parties have determined that they are jointly able to provide better and more efficient local public health services than as individual counties and that their powers under Minnesota Statutes and other applicable law may best be exercised jointly.

Accordingly, the parties desire to enter into this Agreement to establish the method by which this purpose shall be accomplished and the manner in which its powers shall be exercised.

**ARTICLE III
NAME OF ORGANIZATION AND BOUNDARIES**

Name of Organization. The parties do hereby establish a joint community health board to be called the "Meeker, McLeod and Sibley Community Health Board." This shall hereinafter be referred to as the Health Board.

Area of Organization. The area covered by the Agreement is the area contained within the boundaries of the parties. This area shall hereinafter be referred to as the Community Health Service Area.

ARTICLE IV
JOINT POWERS COMMUNITY HEALTH BOARD

A Joint Powers Community Health Board (hereinafter referred to as "the Board") is hereby created.

1. Board Composition. The Board shall consist of six (6) members:
 - a. Two members and one alternate shall be annually appointed by the County Board of each Member County from its membership to serve until replaced by the County Board of that County.
 - i. In the event that a County does not appoint a board member or alternate, the County's prior designated individual shall continue to serve until such time as a new individual is appointed.
 - ii. Vacancies in the position of board member or alternate shall be promptly filled by the County Board of that County.
 - c. The Board shall annually select the following Officers from Board Members: a Chair, Vice Chair and Secretary. Each Member County shall be represented among the Chair, Vice Chair and Secretary. These three Officers shall serve as an Executive Committee.
 - i. The Chair shall be a revolving annual appointment so that each Member County representative serves as Board Chair once every three (3) years. This shall be determined by a representative from the Member County who served as the Vice Chair in the prior year assuming the position of Chair the following year. A representative from the Member County who served as the Secretary in the prior year shall then assume the Vice Chair the following year. A representative from the Member County who served as the Chair in the prior year shall assume the Secretary position.
 - d. The Board shall annually appoint a Treasurer by either:
 1. selecting a Board member to serve in such capacity
 2. appointing a combined Secretary-Treasurer.
 3. utilizing an employee of a Member County with experience in finances; or
 4. contracting said services

In the event that the Board utilizes an employee of a Member County or contracts for said services, the Treasurer shall not be a voting member.
 - e. The Chair, or in the Chair's absence, the Vice – Chair shall preside at meetings of the Health Board and sign or authorize an agent to sign contracts and other documents requiring signatures on behalf of the Health Board.

2. Vacancies defined. Vacancies shall occur upon:

- a. The resignation, retirement or death of the member or alternate.
- b. The member or alternate being removed as a Board member for the appointing Member County.
- c. The member or alternate ceasing to be a County Commissioner.
- d. The member or alternate being removed by motion and at least three (3) affirmative votes of the other Board members.

3. Duties of the Board. The Board shall have the powers and duties of a Community Health Board, including but not limited to those powers and duties outlined in Minn. Stat. Sec. 145A as now enacted or as may be amended. The Board shall also have the powers and duties common to the parties as is necessary and proper to fulfill its purposes and perform its duties, including those which are the same except for the territorial limits within which they may be exercised. Such authority shall include the specific powers enumerated in this Agreement or in the bylaws.

Specific powers of the Board include the following:

- a. To control and direct the administration of the affairs of the Health Board.
- b. To adopt and amend By-Laws consistent with this Agreement.
- c. To employ or contract with a Community Health Services Administrator, other administrators, officers, employees, agents, consultants, contractors and such other individuals as may be determined by the Board as qualified to provide services for the Health Board and as necessary to carry out the provisions of this Agreement and the requirements of Minn. Stat. Sec. 145A.
- d. To acquire, by any lawful means, including gifts, purchase, lease or transfer of custodial control, such lands, buildings, facilities and equipment necessary and incident to the accomplishment of the purposes of Minn. Stat. Sec. 145A.
- e. To accept gifts, grants and subsidies from any lawful source.
- f. To apply for and accept local, state and federal funds.
- g. To establish and collect reasonable fees for community health services to the extent permitted by law.
- h. To enter into contracts on behalf of the Health Board.
- i. To make recommendations to the County Boards of the Member Counties relating to the Health Board.

- j. In the event that an appropriation from each Member County is required, to submit a proposed annual Health Board budget to the governing body of each Member County before July 1 in the applicable year. The budget of the Health Board shall be established in January of the applicable year.
 - k. To authorize the expenditure of subjected funds for the applicable fiscal year.
 - l. To delegate to the Executive Board the authority to purchase supplies and equipment necessary for the proper operation, care, maintenance and preservation of Health Board facilities and equipment, provided that such purchases do not exceed budgeted amounts in the Health Board's budget.
 - m. To lease and purchase capital equipment included within the Health Board's budget.
 - n. To sell, lease or dispose of surplus property.
 - o. To act as paying agent for any bonds, contracts of indebtedness and loans made in the name of the Health Board.
 - p. To cause an annual audit to be made of its accounts, books, vouchers and funds.
 - q. To appoint one or more Member County as financial, human resources and/or other administrative services agent for the Health Board and to compensate the Member County serving as agent for said services.
 - r. To enter into insurance agreements providing for liability and property insurance and such other insurance as the Health Board deems necessary as otherwise provided in this Agreement.
 - s. To enter into a Delegation Agreement with the Member Counties to the extent that such delegation is permitted by applicable law.
 - t. To ensure that community health services are accessible to all persons on the basis of need and to ensure that no one shall be denied services because of race, color, sex, age, language, religion, nationality, inability to pay, political persuasion or place of residence.
4. Board Meetings. The Board shall meet at least quarterly in each calendar year. The Board may meet more frequently as provided in the By-laws.
- a. A quorum for the purposes of conducting board business shall consist of one member or alternate from each Member County.
 - b. Procedures of the board shall generally follow Robert's Rules of Order except that the board may adopt other rules of procedure as it deems fit and consistent with this agreement. Failure to strictly adhere to procedural rules other than the

required number of votes and required notice of meetings shall not invalidate any resulting decision.

- c. The Board shall adopt written procedures in its Bylaws for transacting business and shall keep a public record of its transactions, findings, and determinations.
- d. Members may receive a per diem plus travel and other eligible expenses while engaged in official duties.

ARTICLE V BUDGET AND FUNDS

1. Quarterly Payment of Budgeted Amounts. On the first business day of January, April, July, and October of each year, each Member County shall pay to a joint Community fund an amount equal to one quarter of that Member County's share of the annual budget, if any. A Member County may choose to pay its share at one time or every six months rather than quarterly.
2. Accrual of Interest. Interest accruing to the Health Board funds shall become part of the fund. Funds on hand at year end shall be reserved for future Health Board operations.
3. Reports. The Health Board shall ensure strict accountability for all funds of the organization and shall require reports on all receipts and disbursements made to, or on behalf of the Health Board. The Board Chair shall cause a written quarterly financial report and such other reports as may be directed by the Board to be prepared and submitted to the Board for review and approval.
4. Deposit of funds. Fees and payments from all Health Board contracts and other services rendered shall be deposited into the joint operating Health Board fund upon receipt. Fees and payments for Health Board contracts and other services rendered shall be estimated for the following budget year before the annual assessment for each governmental unit, if any, is computed.

ARTICLE VI OWNERSHIP OF JOINT EQUIPMENT

The Member Counties shall acquire an undivided interest in any jointly purchased property and equipment in proportion to the amount that each has contributed to the cost. A master Community Health Board inventory of all newly purchased non-disposable or consumable items shall be maintained. The inventory shall indicate a description of the item, identification or serial numbers, Community Health Board inventory number, the year of purchase, and the total cost of the item. When jointly purchased equipment is traded or sold, the trade-in value or sale price shall be credited back to the Joint Community Health Board fund for use in equipment purchases.

ARTICLE VII REAL ESTATE, BUILDINGS AND FACILITIES

Each Member County shall be responsible for providing adequate office space and facilities, including telephone services and internet connectivity, as may be determined by the Board. This may include the Member County or Member Counties purchasing necessary land and for the cost of construction of buildings necessary for housing the Health Board operations and services. Adequate and Necessary as used in this paragraph shall be determined by the Board.

Land and buildings in each Member County utilized for Health Board services and operations shall remain the property of the Member County in which it lies and shall be returned to the Member County upon withdrawal or dissolution. Remodeling and all repairs to said land and buildings shall be the responsibility of the Member County in which the land or structure lies.

Each Member County shall provide, at no cost to the Health Board, office cleaning, grounds maintenance, snow and ice control services and such other services common to business operation.

This article does not apply to land and buildings that may be purchased by the Health Board.

ARTICLE VIII INSURANCE AND LIABILITY

1 Applicability. The Health Board 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. The Health Board shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protection of M.S. 466.

2 Indemnification and Hold Harmless. The Health Board shall fully defend, indemnify and hold harmless the Member Counties 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 Health Board. This Agreement to indemnify and hold harmless does not constitute a waiver by any participant of limitations on liability provided under Minnesota 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 purpose of liability, 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.

3. Insurance. The Health Board shall procure its own insurance as an independent entity. Insurance for jointly owned equipment and costs/liabilities associated with the Health Board's employment of individuals, shall be paid for out of the Health Board fund. This shall include but not be limited to the payment of workers compensation and all other mandated employer contributions.

Insurance on individual County-owned buildings or facilities shall be the responsibility of the Member County owning the buildings.

ARTICLE IX DATA PRACTICES COMPLIANCE

The books and records, including minutes and fully executed Agreements of the Board shall be subject to the provisions of the Minnesota Government Data Practices Act (Minn. Stat. Sec. 13). Said data shall be maintained at the primary office of the Health Board. Records, accounts and reports shall be maintained by the Community Health Services Administrator.

ARTICLE X PROVISION FOR AMENDMENTS TO JOINT POWERS AGREEMENT

This agreement may be amended, including the provision for adding new members, upon recommendation of the Board and by ratification by the County Board of each Member County.

ARTICLE XI DISSOLUTION AND WITHDRAWAL

1. Perpetual Duration Unless Dissolved. Unless dissolved pursuant to this Agreement, the duration of this Agreement shall be perpetual.
2. Dissolution. This Agreement shall be dissolved upon unanimous written agreement of all parties.
 - a. Said dissolution shall occur following a two (2) year period during which the Health Board shall continue to operate and attempt to reach agreement upon the distribution of assets and liabilities, discharge of obligations and such other matters as may be needed to be addressed.
 - b. The Board shall continue to exist after dissolution as long as is necessary to wind up and conclude the affairs subject to this Agreement.
3. Dissolution Process. Upon dissolution, all Health Board debts and expenses shall be satisfied prior to distribution of any assets to the Member Counties.
 - a. This paragraph shall not apply to real property and buildings that remained the property of the Member County. Real property purchased by the Health Board and any improvements, buildings and fixtures upon said property shall have a fair market

value established by appraisal prior to the effective date of the dissolution. The Member County in which said real property is located shall have the first right to purchase for the appraised price. In the event that the Member County in which the property is located does not exercise its right to purchase within three (3) months of the effective date of the dissolution, the real property shall be sold and the net proceeds shall be distributed according to the percentage that each Member County contributed to the last budget for the Health Board. If no Member County contributed to the last budget for the Health Board, said distribution shall occur evenly.

- b. An inventory of all Health Board personal property and equipment shall be compiled by June 30 in the year preceding the dissolution. Values for said personal property and equipment shall be established by appraisal or, upon agreement of all Member Counties, any other commercially reasonable method.
- c. The property and equipment shall be distributed to each Member County as follows:
 - i. Each Member County shall be assigned an available credit amount based upon the total value of the property and equipment established above multiplied by the percentage that each Member County contributed to the last annual budget for the Board. If no Member County contributed to the last budget for the Health Board, said distribution shall occur evenly.

For example, if a Member County contributed 40% of the last annual budget and the total value of the property and equipment was \$100,000, the Member County would have an available credit of \$40,000.

- ii. Each Member County shall alternate selecting items with the initial order selected by drawing numbers. Selection shall occur as follows:
 - 1. The Member County with the first selection in the first round shall select last in the second round, first in the third round, etc.
 - 2. The Member County with the second selection in the first round shall select second to last in the second round, second in the third round, etc.
 - 3. The Member County with the third selection in the first round shall select first in the second round, third in the third round, etc.
 - 4. A Member County may pass on its turn at any given point in the process.
- d. Each selection shall be charged against the available credit amount for the selecting Member County and subsequent rounds shall occur until all property and equipment is distributed or each Member County declines to select the property and equipment.
 - i. Member County may exceed the available credit available on the purchase of one piece of capital equipment or one other equipment item of the Board. In the event a Member County exceeds its available credit, the

Member County hereby agrees that it shall reimburse the other Member Counties said excess amount (hereinafter called an excess payment) upon said selection.

- ii. Said excess payment shall be distributed to the other Member Counties based upon the same percentage of the total budget that the other Member County contributed excluding the Member County making the excess payment. If no Member County contributed to the last budget for the Health Board, said distribution shall occur evenly.
 - e. Property and equipment that is not selected following this process shall be declared surplus and sold with the proceeds distributed according to the percentage of available funds each Member County had when all Member Counties passed on the remaining equipment.
 - i. Property that is not sold after 60 calendar days of it being declared surplus shall be deemed to have a value of \$0 and may be disposed of in any reasonable manner.
4. Withdrawal. Member Counties may withdraw from this Agreement only in accordance with this Article. Unless there is a mutual written agreement from all Member Counties permitting earlier withdrawal, any party wishing to withdraw from this Joint Powers Agreement must give at least two calendar years advance notice to the other parties to this Agreement and the Commissioner of Health. In such instance, withdrawal shall occur on the January 1 that is at least two (2) years after said notice. Any Member County giving notice of withdrawal may rescind said notice and determine to stay in the Health Board only upon consent of the remaining Member Counties.
- a. Withdrawal Damages. Any Member County that withdraws shall forfeit all interest, claim or ownership to any Community Health Board owned equipment. In addition, the withdrawing Member County shall pay a withdrawal amount equal to one-half (1/2) its annual contribution in the prior budget year, if any.
 - b. Effect of Withdrawal. The Member County that withdraws shall have no liability or obligation to the Health Board after the effective date of withdrawal for debts or claims incurred after the effective date of withdrawal.

ARTICLE XII GENERAL PROVISIONS

1. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement, binding on all of the parties hereto notwithstanding that all of the parties may not be signatories to the original or the same counterparts. Counterparts shall be filed with, and maintained by the office of the Public Health Administrator.

2. Severability. In the event that any provision of this Agreement is held to be contrary to law, that provision shall be deemed severed from this Agreement and the balance of this Agreement shall remain in force between the parties to the fullest extent permitted by law.
3. Modification. Any amendments, alterations, modifications or waivers of the provisions of this Agreement shall be valid only when they have been reduced to writing and duly signed by the parties.
4. Minnesota Law. The law of the State of Minnesota shall govern all questions as to the validity, performance and enforcement of this contract. This Agreement shall be interpreted and constructed according to the laws of the State of Minnesota.
5. Notice. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed (registered or certified mail, postage prepaid, return receipt requested) to each County Board Chair at the Government Center for that County .
6. Headings. Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to be full or accurate descriptions of the content thereof.

ARTICLE XIII TERM AND EFFECTIVE DATE

This Agreement shall become effective upon approval by each party and shall remain in effect until dissolved as noted above.

In Witness Whereof, the parties have caused this Agreement to be executed by the persons authorized to act for their respective Parties on the dates show below.

COUNTY OF MEEKER

By: _____
County Board Chair

Date:

ATTEST:

Clerk to the Board

COUNTY OF MCLEOD

By: _____
County Board Chair

Date:

ATTEST:

Clerk to the Board

(Rest of page intentionally left blank)

678602-v5

COUNTY OF SIBLEY

By: _____
County Board Chair

Date:

ATTEST:

Clerk to the Board

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EXHIBIT B

By-Laws

**BY-LAWS OF THE
MEEKER, MCLEOD and SIBLEY COMMUNITY HEALTH BOARD**

**ARTICLE I.
MEMBERSHIP**

Section 1. The initial participating entities in the Meeker, McLeod and Sibley Community Health Board are listed below:

Meeker County, McLeod County and Sibley County

Section 2. Additional entities may participate pursuant to the terms of the Meeker, McLeod and Sibley Community Health Board Joint Powers Agreement upon recommendation of the Board and the affirmative vote of all then existing members and ratification of the amendment of the existing Joint Powers Agreement.

**ARTICLE II.
DEFINITIONS**

Section 1. For the purpose of these By-Laws, the terms defined in this Article have the meanings given them.

Section 2. "Agreement" or "Joint Powers Agreement" means the Second Amended Joint Powers Agreement between Meeker, McLeod and Sibley Counties Creating the Joint Community Health Board.

Section 3. "Board" means the Joint Powers Community Health Board, as defined in the Joint Powers Agreement.

Section 4. "Commissioner" means the Commissioner of Health as defined by Minn. Stat. Sec. 245A.02 or authorized designee as permitted by statute.

Section 5. "County" means a county which is participating in the Joint Powers Agreement in accordance with the terms of the Agreement.

Section 6. "County Board" means the governing board of a member county.

Section 7. "Day" means calendar day unless otherwise indicated.

Section 8. "Department" means the entity created by the Joint Powers Agreement.

Section 9. "District" means the area serviced by the Second Amended Joint Powers Agreement between Meeker, McLeod and Sibley Counties Creating the Joint Community Health Board and these By-Laws.

ARTICLE III.
THE BOARD

Section 1. The governing body of the Meeker, McLeod and Sibley Community Health Board is its Board. Makeup of the Board is described in the Agreement.

ARTICLE IV.
POWERS AND DUTIES OF THE BOARD

Section 1. The powers and duties of the Board are those set forth in the Joint Powers Agreement.

Section 2. Consistent with the powers and duties outlined as set forth in the Joint Powers Agreement, the Board reserves all powers necessary to control and administer personnel providing services to the Department. Accordingly, the Board establishes the following duties related to control and administration of personnel providing services to the Department:

- A. Community Health Services Administrator. A Community Health Services Administrator shall be appointed by the Board. The Community Health Services Administrator shall work under a written agreement with, employed by, or under contract with the Board. The Community Health Services Administrator shall provide public health leadership and discharge the administrative and program responsibilities on behalf of the board. The Community Health Services Administrator shall be responsible for overall supervision of the day to day affairs of the Department.

In addition to the duties and responsibilities outlined in the preceding paragraph and any job description, the Community Health Services Administrator shall:

- i. serve as the Board's agent according to Minnesota Statutes Section 145A in communicating with the Commissioner of Health between Board meetings, including receiving information from the Commissioner and disseminating information to the Commissioner on the Board's behalf;
- ii. prepare or review, sign and submit to the Commissioner the established local public health priorities and the mechanisms to address the priorities and achieve statewide outcomes within the limits of available funding according to Minnesota Statutes Section 145A;
- iii. prepare or review, sign and submit to the Commissioner any required data, including but not limited to the Board's annual budget, revisions to the budget and expenditure reports;
- iv. prepare or review, sign and execute, on behalf of the Board, contracts for funding under grants and contracts administered by the Commissioner of Health or other entities as deemed appropriate by the Board.

The Community Health Services Administrator shall be subject to the authority of the Board. The Community Health Services Administrator's job description shall be approved by the Board and shall outline the Community Health Services Administrator's duties and responsibilities. Any document or practice limiting or creating contrary duties and responsibilities to those outlined in the Community Health Services Administrator's job description, except as otherwise provided in these By-laws, shall be of no effect. The Community Health Services Administrator may be disciplined, including dismissal from the Department, for inefficiency, breach of duty, misconduct or other cause as determined by the Board at a Board Meeting.

- B. Medical Consultant. A medical consultant shall be annually appointed by the Board. The Medical Consultant shall work under a written agreement with, employed by, or on contract with the Board. The Medical Consultant shall provide advice and information, to authorize medical procedures through protocols, and to assist the Board and its staff in coordinating their activities with local medical practitioners and health care institutions. The Medical Consultant must be a physician licensed to practice medicine in Minnesota.
- C. Administration. The Board may have administrative services provides as follows:
 - 1. By annually selecting one or more member counties to provide financial, human resources and other designated administrative services for the Board. The Board shall also annually approve a written fee for services to compensate the member county or counties for administrative services provided to the Joint Powers Board. Further, administration of any policy used or adopted by the Joint Powers Board rests solely with the Board and not with any county individually; or
 - 2. By utilizing its own employees to provide said services, utilize outside consultants or contract for services as it sees fit to either supplement or serve in lieu of a member city; or
 - 3. By utilizing any combination of these options.
- D. Policies. The Department shall adopt its own policies or adopt the Policies of a member county. Utilization of a member county as an administrative resource shall represent a convenience to the Board. Nothing in this Section or any document between the parties may be construed as creating any employer-employee relationship between any member of the Board, the Community Health Services Administrator, any other employees of the Board and the county providing administrative services.
- E. Delegation. All delegation of authority shall be pursuant to a written Delegation Agreement. Said written Delegations shall include a mechanism for coordinating the collection and retention of data by each county in a manner in which the data is transmitted to the Board as the official depository of all data as that term is utilized in the Minnesota Government Data Practices Act. Matters not specifically delegated by

written Delegation Agreement shall be retained by the Board.

Section 3: Consistent with the powers and duties outlined as set forth in the Joint Powers Agreement, the Board remains an independent entity from its Member Counties and therefore holds final responsible authority for all actions and decisions made by and on behalf of the Board.

ARTICLE V. FINANCIAL MATTERS

Section 1. Board funds shall be expended by the Board in accordance with procedures established by law for expending funds for counties. Orders, checks, and drafts shall be signed by the Treasurer or designee and either the Community Health Services Administrator or designee or the Board Chair or designee. Other legal instruments shall be executed on behalf of the Board by authority of its Board by the Chair. The Community Health Services Administrator shall authorize the payment for previously authorized and budgeted recurring items or services and payment of utilities. The Executive Committee shall authorize the expenditure of budgeted funds up to \$1,000 per budgeted item purchased.

Section 2. Board Members are permitted to inspect the financial records of the Board at all reasonable times.

Section 3. The fiscal year of the Board is the calendar year.

Section 4. A depository for Board funds shall be designated by the Board.

Section 5. The Board is authorized to enter into contracts only to the extent of its budget for any given calendar year.

Section 6. At the end of each calendar year, the Treasurer shall make an annual financial report and submit the same in writing to the Board at its Annual Meeting.

ARTICLE VI. OFFICERS

Section 1. The officers of the Board shall be the Chair, Vice-Chair and Secretary.

Section 2. The Chair shall be the chief presiding officer of the Board. The Chair shall preside at all meetings of the Board and shall have the primary responsibility for seeing that all orders and resolutions of the Board are carried into effect.

Section 3. The Vice-Chair shall, in the absence or disability of the Chair, perform the duties and exercise the powers of the Chair and shall perform such other duties as the Board shall prescribe.

Section 4. The Secretary, or designated-secretary, shall attend all sessions of the

Board and cause to be recorded all votes and minutes of all proceedings in a minutes book kept for that purpose; and the Secretary shall perform like duties for the committees of the Board when so directed by the Board. The Secretary, or designated-secretary, shall cause to be given notice of all meetings of the Board and of committees, and shall perform such other duties as may be prescribed by the Board.

Section 5. The duties of the Treasurer of the Board shall be carried out by a Board member, an employee of a member county or said duties may be contracted to an outside party. The Treasurer shall carry out the duties described in Article V of these By Laws and such other related duties as assigned by the Board. The function of Treasurer shall include the care and custody of the funds of the Board and shall deposit them for the Board in such bank or banks as the Board directs. The Treasurer or designee shall be one of multiple signatories on all orders, checks and drafts for the payment of money and shall pay out and disburse such monies only upon appropriate authorization by the Board or Community Health Services Administrator consistent with the Joint Powers Agreement, these By-Laws or other applicable Policy. The Treasurer shall keep regular books of accounts, showing receipts and expenditures and shall render quarterly to the Board, and when requested, an account of transactions and of the financial condition of the Board.

Section 6. The officers of the Board shall give bond as required by the Board, at Board expense, with corporate sureties satisfactory to the Board, for the faithful performance of their duties and for the restoration to the Board, in case of death, resignation, retirement or removal from office, of all books, papers, vouchers, money, and property of whatever kind in their possession or under their control belonging to the Board.

Section 7. The Chair, Vice-Chair, and Secretary shall be selected as outlined in the Agreement.

ARTICLE VII. BOARD MEETINGS

Section 1. The Annual Meeting of the Board shall be held in January of each calendar year. An annual report of department activities from the previous year shall be presented by the Community Health Services Administrator at the Annual Meeting, as well as goals and objectives for the department for the next year.

Section 2. Regular meetings of the Board shall be held at least quarterly at a location and time to be designated by the Board. The Board may regularly meet more often than quarterly.

Section 3. Written notice of all meetings of the Board shall be sent to all Board members and alternate Board members, and the Community Health Services Administrator as they appear on the record of the Secretary.

Section 4. Special meetings of the Board shall be called by the Chair or any three members. The purpose of any special meeting shall be stated in the notice of the meeting, and

business transacted at any special meeting shall be confined to the purposes stated in such notice.

Section 5. Written notice of the quarterly regular meetings shall be mailed at least five (5) calendar days prior to each meeting and written notice of special meetings shall be mailed at least three days prior to each such meeting.

Section 6. Notices of all meetings shall specify the time and place of such meetings and shall include the agenda of said meeting. The time and place of all meetings called by the Chair shall be determined by the Chair. The time and place of special meetings called by others shall be determined by the persons calling the meetings.

Section 7. A quorum for purposes of conducting Board business shall be as defined in the Joint Powers Agreement.

Section 8. Any resolution, election, or other formal action of the Board shall be adopted upon the affirmative vote of a majority of the members present at any meeting of the Board, provided said meeting is duly called pursuant to these By-Laws.

Section 9. Copies of the minutes of any meeting of the Board shall be promptly distributed to each person to whom notice of the meeting is required to be sent under the provisions of these By-Laws.

Section 10. Procedures of the Board shall generally follow Robert's Rules of Order except that the Board may adopt other rules of procedure as it deems fit and consistent with this agreement. Failure to strictly adhere to procedural rules other than the required number of votes and required notice of meetings under the Open Meeting Law shall not invalidate any resulting decision.

Section 11.

1. Call to Order
2. Roll Call
3. Changes to the Agenda
4. Adopt Minutes of Previous Meeting
5. Consent Agenda
6. Reports of Committees
7. Requested Action Items
8. Unfinished Business
9. New Business
10. Adjournment

ARTICLE VIII. COMMITTEES

Section 1. The Board may appoint such committees in addition to those required by these By-Laws and the Agreement, as the Board shall, from time to time, deem necessary. Such committees shall be selected in the manner determined by the Board.

Section 2. Pursuant to Section 1 of this Article, the Board has established an Executive Committee comprised of the Board Chair, Vice Chair and Secretary. The Community Health Services Administrator shall serve on this board in an ex officio capacity but shall not have a vote. This Committee was established to provide each member county with an active role in the operation of the Department. Through this Committee, each county shall be regularly informed of the activity within the Department and provided with a means for routinely evaluating performance of the Department. This Committee shall also serve as a continuous liaison with the Board. Nothing in this section shall be construed to mean that counties may only be informed of Department matters through this Committee. This Committee may consider and approve the payment of budgeted amounts for authorized goods and services.

Section 3. Pursuant to Section 1 of this Article, the Board has established an Administrative Committee comprised of the administrative head of each member county (or their designee) and the Community Health Services Administrator. This Committee was established to address operational issues not requiring the development of policies. This Committee may provide recommendations to the Executive Committee and Board.

Section 4. Pursuant to Section 1 of this Article and applicable law, the Board may establish such public input committees as may be deemed necessary or appropriate.

ARTICLE IX. AMENDMENTS TO BY-LAWS

Section 1. These By-Laws may be amended at any regular, special, or annual meeting of the Board provided a five calendar day prior notice of the proposed amendment has been furnished to each person to whom notice of the Board meetings must be sent pursuant to these By-Laws. An amendment may be proposed in writing, filed with the Chair, by any member or by the Board on its own motion.

Section 2. A majority vote of the members present shall be necessary to adopt any proposed amendment to these By-Laws. There must be at least one member from each participating County voting with the majority.

Section 3. In any instance where these By-Laws are in conflict with the Joint Powers Agreement, said Agreement shall control.

Section 4. These By-Laws are effective upon their adoption by the Board.

Dates of Adoption and Revision:

_____ - By-Laws Adopted.

680496-v3

EXHIBIT C

February 23, 2017 Report to the Board

JEFFREY S. JOHNSON
RUSSELL H. CROWDER
MICHAEL F. HURLEY
DOUGLAS G. SAUTER
HERMAN L. TALLE
CHARLES M. SEYKORA
DANIEL D. GANTER, JR.
BEVERLY K. DODGE
JAMES D. HOEFT
*JOAN M. QUADE
*JOHN T. BUCHMAN
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LINDSAY K. FISCHBACH

OF COUNSEL
JON P. ERICKSON
STEVEN G. THORSON
W. JAMES VOGL, JR.
*JAMES H. WILLS

MEMORANDUM

TO: Meeker McLeod Sibley Community Health Board
FROM: Scott Lepak, Special Counsel
RE: Operational Discussion
DATED: February 23, 2017

Background:

The first part of my assignment was to develop a joint powers agreement and bylaws applicable to the MMS Community Health Board (CHB) to conform to current statutory requirements.

The second part of my assignment is to explore all options related to the provision of CHS services. This phase included a review of current issues facing the CHB such as management of in-kind service, staff sharing, CHB employment issues, delivery of services and programs.

In the course of performing the second part of my assignment, I met with the following groups:

- Representatives of each County's policy making and administrative services group
- Representative employees that perform the CHB services in each County
- Representatives of the CHB employees

As I indicated at the last meeting, the next step in the process is for the Community Health Board to discuss points of commonality between providing of public health services via the CHS and potentially explore the option of integration. If there are areas where integration makes sense to all involved, this could be incorporated into an integration agreement, and thus put the CHS in conformity with the newer requirements of state law. Conversely, if there are areas where integration makes sense to all involved, this could be incorporated into a delegation agreement.

Based on my review, the following areas appear to be good starting points for this discussion:

1. Full integration
2. Extensive delegation as exists at the present but with greater documentation as required by the State.
3. Generally continued services with greater documentation and movement to more consolidated/coordinated programs.

Administration:

1. Based on the need for a separate identity, the CHS needs its own Employer Identification Number. Absent this base line status, the CHS is not operating as its own entity.
2. There needs to be a transition of existing CHS staff to become employees of CHS.
 - The first step in this transition is to address the need for employees to have insurance coverage. The employees are currently in the McLeod County health insurance program as McLeod County employees. This program is currently under construction with McLeod, Sibley and Trailblazer as a self – insurance pool (operating under a joint powers agreement).
 - This is already a discussion item on the agenda.
 - I have a telephone conference scheduled for this Friday (February 24) with the consultants putting the self insurance pool together to discuss this issue.
 - This self insurance pool appears to be the ideal landing spot to explore. Utilization of a different provider would likely have cost/administration difficulties due to the small size of the CHS staff.
 - The second step would be the development of a pay and benefit plan for CHS employees.
 - Because McLeod provides the existing pay and benefits for this group, the logical starting point would be to utilize the McLeod package as the starting point for this discussion.
 - Note – the statute in this area (Minn. Stat. Sec. 145A.04) provides that persons employed by a county whose functions and duties are assumed by a community health board shall become employees of the board without loss in benefits, salaries or rights.
 - The third step would be the need for a written agreement with the Community Health Services Administrator the Executive Director. This is a statutory requirement.
3. There needs to be a written agreement with a medical consultant (a physician licensed to practice medicine in MN). Under the statute (Minn. Stat. Sec. 145A.02, Subd. 15), this can be accomplished by written agreement, employment or on contract.
4. Given the size of the CHS - the provision of various services that McLeod County is currently providing as in-kind services should continue to be outsourced. See Grid in packet.
 1. Option 1 would be to inquire about McLeod County's interest in continuing the various services. If McLeod is interested, an written agreement would need to be developed.
 2. Option 2 would be to enter into an agreement with a third party vendor.

5. Establish CHS dedicated equipment and work space at each County.

- Costs are associated with such equipment and work space will need to be identified and documented.

This creates the initial structure upon which additional employees can be added to CHS.

Services

6. Recommendation to pursue CHS contracts to provide services under both Prime West Health (Meeker and McLeod) and South Country Health Alliance (Sibley).

- This would maximize availability to specific health services to eligible recipients across the larger three county area and remove existing barriers.
- There would need to be an identification of which services are being provided by CHS/member Counties that cross Prime West/South Country.
- Those services would then need an initial determination of integration/delegation.
 - Example – Dental varnishing. While the CHS contract would indicate that the services are performed by CHS, a number of options would remain:
 - Discussion – is this a function that would be best served by consolidation?
 - Option 1. Integration. Services performed by CHS employees.
 - Option 2. Delegation of entire function to one County. Have the actual services provided under a delegation agreement with Sibley County by Sibley County employees.
 - Option 3. Delegation of function to each County for residents within that County under a delegation agreement.
 - Option 4. Utilize Option 2 with a time goal to integrate the operations.

7. Require standardization of forms, written data tools.

8. Document existing integration and consider integration in certain initial programs:

- WIC
- Family Health
- Recovery/Project Harmony
- Immunizations
- Home Visiting
- Health Education
- Emergency Preparedness
- Coordinating a Community Health Worker to focus specifically on health issues with the Hispanic/Latino population in all three counties.
- Backup and support services

EXHIBIT D

2016 CHS integrated budget

2016 CHS INTEGRATED BUDGET

2016 Receipts Budget

Local Public Health Grant	
State Funds	296,676
TANF	95,011
MCH	88,552
Follow Along	5,799
Health Disparities	1,883
Healthy Homes	40,000
Immunization Grant	1,500
WIC	312,444
Family Planning	110,202
C&TC Outreach	185,129
Newborn Hearing Screening Program	3,000
Emergency Preparedness	81,773
Ebola	3,000
FASD Project Harmony	80,000
Healthy Communities	6,000
SHIP	220,794
Total Grant Funding	1,531,763

Expenditures Budget

	Proposed 2016 Revenue	2016 Revenue less 2016 CHS receipts budget amount
Meeker	1,180,521	997,867
McLeod	1,375,000	2,190,842
Sibley (2015)	1,418,186	656,075
Total County Funding	3,973,707	3,844,784

2016 expenses

1,673,728
2,728,265
1,418,186
303,015
6,123,194

Difference

5,376,547

Revenues Sources

CHS Funds	1,531,763.00
County Contribution	
Meeker	
McLeod	
Sibley	
Other revenue sources	
Totals	1,531,763.00

Difference

(4,499,048.00)
(1,499,682.67)

Expenditures

Meeker	1,673,728
McLeod	2,728,265
Sibley	1,418,186
CHS	210,632
Totals	6,030,811

*2016 and 2017 will use proposed county budget amounts
*2018 create a CHS budget with assistance from consultant

2016 CHS Total Budget						
	Pending Receipts	Expenditures				
		Meeker	McLeod	Sibley	CHS/Vendors	Total
Local Public Health Grant						
<i>State Funds</i>	296,676.00	52,825.00	71,671.00	39,766.00	132,414.00	296,676.00
<i>TANF</i>	95,011.00	25,047.00	25,600.00	19,527.00	24,837.00	95,011.00
<i>MCH</i>	88,552.00	21,816.00	31,624.00	14,394.00	20,718.00	88,552.00
<i>Follow Along</i>	5,799.00	1,933.00	1,933.00	1,933.00		5,799.00
Health Disparities	1,883.00	-	-	-	1,883.00	1,883.00
Healthy Homes	40,000.00	13,333.00	13,334.00	13,333.00		40,000.00
Immunization Grant	1,500.00	500.00	500.00	500.00		1,500.00
WIC	312,444.00	103,106.52	137,475.36	71,862.12	-	312,444.00
Family Planning	110,202.00	26,590.00	26,590.00	26,590.00	30,432.00	110,202.00
C&TC Outreach	185,129.00	67,602.00	76,503.00	36,024.00	5,000.00	185,129.00
Newborn Hearing Screening Program	3,000.00	1,000.00	1,000.00	1,000.00	-	3,000.00
Emergency Preparedness	81,773.00	27,258.00	27,257.00	27,258.00		81,773.00
<i>PHEP</i>	3,000.00	1,000.00	1,000.00	1,000.00		3,000.00
Ebola	80,000.00	13,643.00	13,643.00	13,643.00	39,071.00	80,000.00
FASD Project Harmony	6,000.00	-	-	-	6,000.00	6,000.00
Healthy Communities	220,794.00	66,567.00	45,000.00	66,567.00	42,660.00	220,794.00
SHIP						
Total	1,531,763.00	422,220.52	473,130.36	333,397.12	303,015.00	1,531,763.00

Community Health Board

Date

2015 CHS Total Budget						
	Pending Receipts	Expenditures				
		Meeker	McLeod	Sibley	CHS/Vendors	Total
Local Public Health Grant						
<i>State Funds</i>	282,514.00	63,685.00	86,405.00	47,941.00	84,483.00	282,514.00
<i>TANF</i>	95,010.65	25,047.00	25,599.65	19,527.00	24,837.00	95,010.65
<i>MCH</i>	88,552.17	21,815.47	31,624.28	14,394.42	20,718.00	88,552.17
<i>Follow Along</i>	9,153.60	3,051.20	3,051.20	3,051.20		9,153.60
Health Disparities	2,213.00	214.00	1,031.00	968.00	-	2,213.00
Healthy Homes	40,000.00	13,333.00	13,334.00	13,333.00		40,000.00
Immunization Grant	3,000.00	1,000.00	1,000.00	1,000.00		3,000.00
WIC	312,444.00	103,106.52	137,475.36	71,862.12	-	312,444.00
Family Planning	79,837.00	21,498.00	21,498.00	21,498.00	15,343.00	79,837.00
C&TC Outreach	177,020.00	58,614.00	78,213.00	35,193.00	5,000.00	177,020.00
Newborn Hearing Screening Program	3,000.00	1,000.00	1,000.00	1,000.00	-	3,000.00
Emergency Preparedness	84,000.00	31,816.00	26,092.00	26,092.00		84,000.00
FASD Project Harmony	160,000.00	65,000.00	65,000.00	10,000.00	20,000.00	160,000.00
Healthy Communities	6,000.00	-	-	-	6,000.00	6,000.00
SHIP	265,593.00	56,453.50	70,896.00	75,566.00	62,677.50	265,593.00
Total	1,608,337.42	465,633.69	562,219.49	341,425.74	239,058.50	1,608,337.42

Community Health Board

Date

EXHIBIT E

Resolution Amending Joint Powers Agreement

BOARD OF COUNTY COMMISSIONERS
_____ County, Minnesota

DATE:

Resolution #17 -

OFFERED BY COMMISSIONER:

**A RESOLUTION AMENDING THE
SECOND AMENDED JOINT POWERS AGREEMENT
BETWEEN MEEKER, MCLEOD AND SIBLEY COUNTIES
CREATING THE JOINT COMMUNITY HEALTH BOARD**

WHEREAS, Meeker, McLeod and Sibley Counties comprise the Member Counties of the Meeker, McLeod and Sibley Community Health Board (hereinafter referred to as the Community Health Board; and

WHEREAS, the Community Health Board operates pursuant to a Second Amended Joint Powers Agreement between Meeker, McLeod and Sibley Counties Creating the Joint Community Health Board (hereinafter referred to as the Joint Powers Agreement) and By-Laws (hereinafter referred to as the By-Laws); and

WHEREAS, the Community Health Board has recommended the following changes to the Joint Powers Agreement:

Article V (Budget and Funds). Add the following Sections 5 and 6:

5. Initial Administrative Integration Funding. Each Member County shall make a contribution to a Joint Community Fund for initial integrated administrative operations for budget year 2018. This total Member contribution will be \$ _____. Each Member County will pay the following percentage based upon July 1, 2016 population estimates:

	<u>Percentage</u>	<u>Amount</u>
McLeod County	48.58%	
Meeker County	31.32%	
Sibley County	20.1%	

This amount will be paid by each Member County in a lump sum no later than _____, 2018.

6. Program Transition Funding. CHS will receive all grants and third party payments that are tied to a service or program that transition from a Member County to CHS. In addition, each Member County that transitions an existing service or program to CHS shall make transition payments to CHS to reflect the diminished County cost over time because of said transition. In the first full budget year in which the transition occurs, the

transitioning Member County shall pay to CHS the prior year actual costs associated with the service or program (including but not limited to all personnel costs) that will be transitioned plus an inflationary amount equivalent to the twelve month change to the Consumer Price Index for Urban – All Cities as measured from July of the preceding year. This transition cost will exclude any amounts that will continue to be paid by continued grant funds or third party payments. This transition cost will further exclude any amounts that will continue to be borne by the Member County such as continued physical space for such service or program operations. In the second full budgeted year following the transition, the Member County shall pay to CHS two-thirds (2/3) of the initial transition amount. In the third full budgeted year following the transition, the Member County shall pay to CHS one-third (1/3) of the initial transition amount. The Member County will not be required to pay additional amounts for said services in and after the fourth year. Said payments are in addition to the Quarterly Payment of Budgeted Amounts noted in Section 1 but may be made on the same quarterly basis as outlined in Section 1.

WHEREAS, these changes will be incorporated into a Third Amended Joint Powers Agreement between Meeker, McLeod and Sibley Counties Creating the Joint Community Health Board and

NOW, THEREFORE, BE IT RESOLVED that the County Board approves and ratifies the changes to the Joint Powers Agreement recommended by the Community Health Board as noted above.

BE IT FURTHER RESOLVED that the County Board Chair and other appropriate County officials are authorized and directed to execute the original Third Joint Powers Agreement with the changes an noted above.

BE IT FURTHER RESOLVED that the Third Joint Powers Agreement shall be effective upon the last of the ratifications by each Member County comprising the Meeker, McLeod and Sibley Community Health Board.

EXHIBIT F

Sample Delegation Agreement

**Delegation Agreement Between
The Meeker, McLeod, Sibley Community Health Board
And
_____ County**

THIS DELEGATION AGREEMENT (hereinafter Agreement) is effective this ____ day of _____, 2017, by and between _____ County (hereinafter the Delegated Entity) and the Meeker, McLeod and Sibley Community Health Board, a joint powers entity (hereinafter referred to as "the Delegating Authority" or "MMS CHB"). Delegated Entity and MMS 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, MMS 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 MMS's jurisdiction; and

WHEREAS, MMS 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 attached Joint Powers Agreement and By-Laws.

SECTION 2 DELEGATION OF ACTIVITIES

Subdivision 1. MMS CHB hereby delegates, and Delegated Entity hereby accepts delegation of those activities outlined in Exhibit A, which is attached hereto and incorporated herein.

Any minimum staff requirements and qualifications will be as outlined in Exhibit A. In the event that Exhibit A does not outline minimum staff requirements or qualifications, said minimums and qualifications will be established by Delegated Entity's discretion and judgment.

Subdivision 2. It is expressly understood that this Agreement does not address or provide for financial considerations for the delegated activities. MMS CHB will not assume financial responsibility for the delegated activities except to the extent that MMS 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 MMS CHB for the performance of duties specified in law.

SECTION 3 MMS CHB RESPONSIBILITIES

Subdivision 1. MMS 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, but at least annually, MMS CHB will audit records and documents related to the activities performed under this Agreement. MMS CHB, in its sole discretion, will conduct reviews of the Delegated Entity's written policies and procedures. MMS CHB will provide at least thirty (30) calendar days advance notice prior to any on site audit.

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

Subdivision 3. MMS 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, regulations and rules.
- B. Compliance with both MMS CHB and Delegated Entity policies and procedures.
 - a. MMS CHB will, prior to execution of this Agreement, provide to Delegated Entity copies of MMS CHB policies and procedures applicable to this Agreement either through regular mail or electronically. MMS 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 date under state or federal law, regulation or rule; or (b) thirty (30) calendar 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 MMS 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 MMS 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 written notice to MMS 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 MMS CHB.
- D. Delegated Entity's Compliance with MMS 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, MMS 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 Exhibit A 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 Exhibit A. 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 MMS 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 MMS CHB. Delegated Entity will provide MMS CHB with regular reports, at least semi annually, 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. MMS CHB may revoke the delegation of some or all of 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 the satisfaction of MMS CHB. In such instance, MMS 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. MMS 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 for accuracy and confidentiality of said data, including the requirements established by MMS 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 MMS 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 MMS CHB. Delegated Entity agrees to provide to MMS 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 MMS CHB pursuant to the Minnesota Government Data Practices Act or other applicable law. Delegated Entity shall promptly provide data or information to MMS CHB as requested. 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.

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 a Party of any provision or the waiver of breach of any provision of this Agreement shall not operate as, or be construed to be, a 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 by State. The effectiveness of this Agreement is subject to the approval of this Agreement by the Minnesota Department of Health.

FOR DELEGATING AUTHORITY:

IN WITNESS WHEREOF,

Adopted by the Meeker, McLeod and Sibley Community Health Board on this ____ day of _____ 2017.

Board Chair

Community Health Services Administrator

FOR DELEGATED ENTITY

IN WITNESS WHEREOF,

Adopted by the _____ County Board of Commissioners on this ____ day of August 2017.

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

720117-v1

**EXHIBIT A
DELEGATED ACTIVITIES**

Delegation Activities:

- 1) Case Management
- 2) School Programs and services
- 3) Jail Programs and services
- 4) Enforcement of Public Health Nuisance Laws, Ordinances and Rules

Minimum staff requirements associated with said delegation (if none, indicate none):

Minimum staff qualifications associated with said delegation (if none, indicate none):

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (hereinafter Agreement), entered into this ____ day of _____, 2017, by and between the Meeker, McLeod and Sibley Community Health Board, a joint powers entity (hereinafter referred to as "Employer" or "MMS"), and Alethea Elbert (hereinafter referred to as "Employee"). The Employer and Employee will collectively be referred to as the parties.

RECITALS

WHEREAS, the Employer operates pursuant to a Joint Powers Agreement that specifically grants and authorizes it to employ or contract with a Community Health Services Administrator; and

WHEREAS, the Employer operates pursuant to Bylaws at Article IV, Section 2 that currently provides that:

Section 2. Consistent with the powers and duties outlined as set forth in the Joint Powers Agreement, the Board reserves all powers necessary to control and administer personnel providing services to the Department. Accordingly, the Board establishes the following duties related to control and administration of personnel providing services to the Department:

A. Community Health Services Administrator. A Community Health Services Administrator shall be appointed by the Board subject to any review and approval that may be required by the MN Department of Health. The Community Health Services Administrator shall work under a written agreement with, employed by, or under contract with the Board. The Community Health Services Administrator shall provide public health leadership and discharge the administrative and program responsibilities on behalf of the board. The Community Health Services Administrator shall be responsible for overall supervision of the day to day affairs of the Department.

In addition to the duties and responsibilities outlined in the preceding paragraph and any job description, the Community Health Services Administrator shall:

- i. serve as the Board's agent according to Minnesota Statutes Section 145A in communicating with the Commissioner of Health between Board meetings, including receiving information from the Commissioner and disseminating information to the Commissioner on the Board's behalf;
- ii. prepare or review, sign and submit to the Commissioner the established local public health priorities and the mechanisms to address the priorities and achieve statewide outcomes within the limits of available funding according to Minnesota Statutes Section 145A;

- iii. prepare or review, sign and submit to the Commissioner any required data, including but not limited to the Board's annual budget, revisions to the budget and expenditure reports;
- iv. prepare or review, sign and execute, on behalf of the Board, contracts for funding under grants and contracts administered by the Commissioner of Health or other entities as deemed appropriate by the Board.

and:

WHEREAS, Employee is currently employed by the Employer in the position of Community Health Services Administrator; and

WHEREAS, the parties wish to document the terms and conditions of the Employee in this written agreement: and

WHEREAS, the negotiations between Employer and Employee as to the terms of this Agreement have been conducted on a good faith arms-length basis; and

WHEREAS, based upon such negotiations and as a result thereof, Employer and Employee have determined to enter into an employment relationship and to document the terms thereof.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. Employment. Employer hereby continues to employ Employee and Employee hereby accepts continued employment upon the terms and conditions hereinafter set forth.
2. Term; Employment At Will. The term of this Agreement shall commence on the date hereof and shall continue until terminated as provided for herein. However, Employee agrees and acknowledges that they are an "at will" employee. Employee may be disciplined, including dismissal from the Department, for inefficiency, breach of duty, misconduct or other cause as determined by the Board in its discretion at a Board Meeting.
3. Duties and Responsibilities. Employee's duties will be as outlined in the applicable statute, Minn. Stat. Sec. 145A, the Employer's Joint Powers Agreement, the Employer's By-laws as well as the job description for the position as these laws, agreements, by-laws and documents may be amended from time to time.

Specifically, the Community Health Services Administrator shall be subject to the authority of the Board. The Community Health Services Administrator's job description shall be approved by the Board and shall outline the Community Health Services Administrator's duties and responsibilities. Any document or practice limiting or creating contrary duties and responsibilities to those outlined in the Community Health Services Administrator's job description, except as otherwise provided in the Employer's By-laws, shall be of no effect.

4. Compensation. For services rendered by Employee under this Agreement, Employer shall pay Employee an hourly rate of \$40.45. Said amounts will be subject to withholding and other applicable taxes. The parties specifically acknowledge that this amount is paid on an hourly designation rather than in an annual salary solely in order to adhere to the principles of public accountability, Employer shall pay Employee on a per hour basis rather than an annual salary basis and that Employee is not eligible for overtime. Determinations as to the specific hours of work will be consistent with the standards applicable to professional and executive personnel. The amounts in this Paragraph will be subject to change by the Employer in its sole and absolute discretion to subsequently modify the wage to be paid to Employee upon prior written notice to the Employee. Employer will strive to provide a written review of Employee's performance no less than every other year.

5. Employment Benefits. Employee will be provided with certain additional benefits in accordance with the Employer's personnel policies as determined by Employer in its sole discretion, and which may be amended from time to time.

6. Extent of Services. Employee's entire time, attention, and energies shall be devoted to the business of Employer and Employee shall not during the term of this Agreement be engaged in any other business activity, whether or not such business activity is pursued for gain, profit, or other pecuniary advantage unless such business activity is specifically disclosed to Employer and Employer grants revocable permission to engage in such business activity; but this shall not be construed as preventing Employee from investing assets in such form or manner as will not require any services on the part of Employee in the operation of the affairs of the companies in which such investments are made.

7. Termination. Employee agrees and acknowledges that they are an "at will" employee. Accordingly, Employee may resign her employment at any time and for any reason, or for no reason. Likewise, Employee may be terminated by Employer at any time and for any reason, or for no reason. Termination of this Agreement by either party shall be effective immediately upon receipt of written notice by the other party, unless a different effective date of termination is agreed to by Employer. Although not required by this Agreement, Employee acknowledges that a minimum of two weeks notice to Employer of termination of employment is customary and sought by Employer.

8. Notices. Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified mail to Employee's residence in the case of Employee or to its principal office in the case of Employer. Such notice shall be effective upon delivery to the U.S. post office, postage and fees prepaid.

9. Assignment. The rights and obligations of Employer under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of Employer.

10. Terminology. Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.

11. Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties; there are no warranties, representations or agreements among the parties in connection with the subject matter hereof, except as set forth or referred to herein. No supplement, modification, waiver or termination of this Agreement or any of its provisions shall be binding unless executed in writing by the parties to be bound. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, and no such waiver shall constitute a continuing waiver unless otherwise expressly provided.

12. Governing Law. This Agreement shall be construed and enforced pursuant to the laws of the State of Minnesota.

13. Counterparts. This Agreement may be executed in any number of counterparts, any one of which shall be deemed to be an original, but all of which shall constitute but one and the same instrument.

14. Headings. Section headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

EMPLOYER:

MEEKER, MCLEOD AND SIBLEY
COMMUNITY HEALTH BOARD

By: _____
Board Chair

Date: _____, 2017

EMPLOYEE:

ALETHEA ELBERT

: _____

Date: _____, 2017

CHS Revenues Sources	
CHS Funds	1,722,969.00
County Contribution	
Meeker	
McLeod	
Sibley	
Other revenue sources	
Third party billing	
Totals	1,722,969.00

2018 Expenditures	
2018 Meeker	1,559,597
2018 McLeod	2,803,021
2018 Sibley	970,826
2017 CHS	370,340
Totals	5,703,784

2018 General Fund Amounts	
Meeker	715,897
McLeod	1,344,656
Sibley	523,670
Totals	2,584,223

2018 County Revenue	
Meeker	843,700
McLeod	1,458,365
Sibley	447,157
Totals	2,749,222
Minus CHS \$	1,596,722

Revenue	
CHS Funds	1,722,969
County Revenue*	1,596,722
County General Fund	2,584,223
Total	5,903,914

Expenses	5,703,784.00
CHS	1,722,969
General fund	2,584,223
Third party	

What is third party revenue/or other sources

REVENUE	5,903,914
EXPENSES	5,703,784
NET	200,130

2018		Expense-CHS \$		GF \$		**Remaining \$ needed
Meeker	31.32%	1,246,791		715,897		530,894
McLeod	48.58%	1,933,879		1,344,656		589,223
Sibley	20.1%	800,143		523,670		276,473

**Third party billing is not reflected

3,980,813

2019		Expense-CHS		GF \$		**Remaining \$ needed
Meeker	31.32%	1,230,905		715,897		515,008
McLeod	48.58%	1,909,240		1,344,656		564,584
Sibley	20.1%	789,949		523,670		266,279

CHS Revenues Sources		2018 Expenditures		2018 General Fund Amounts		2018 County Revenue	
CHS Funds	1,722,969.00	2018 Meeker	1,559,597	Meeker	715,897	Meeker	843,700
County Contribution		2018 McLeod	2,803,021	McLeod	1,344,656	McLeod	1,458,365
Meeker		2018 Sibley	970,826	Sibley	523,670	Sibley	447,157
McLeod		2017 CHS	370,340	Totals	2,584,223	Totals	2,749,222
Sibley							
Other revenue sources						Minus CHS \$	1,596,722
Third party billing							
Totals	1,722,969.00	Totals	5,703,784				

Revenue	
CHS Funds	1,722,969
County Revenue*	1,596,722
County General Fund	2,584,223
Total	5,903,914
REVENUE	5,903,914
EXPENSES	5,703,784
NET	200,130

*County Allocation of CHS Funds subtracted from County Revenue

2018 CHS Total Budget

	Pending Receipts	Expenditures				
		Meeker	McLeod	Sibley	CHS/Vendors	Total
Local Public Health Grant						
<i>State Funds</i>	311,427.00	46,062.00	62,496.00	34,675.00	168,194.00	311,427.00
<i>TANF</i>	95,010.00	25,047.00	25,600.00	19,527.00	24,836.00	95,010.00
<i>MCH</i>	82,180.00	19,766.23	28,654.00	13,042.00	20,718.00	82,180.23
<i>Follow Along</i>	5,799.00	1,933.00	1,933.00	1,933.00	-	5,799.00
Health Disparities	1,883.00	-	-	-	1,883.00	1,883.00
Immunization Grant	1,500.00	500.00	500.00	500.00	-	1,500.00
WIC	328,095.00	76,032.00	76,032.00	76,031.00	100,000.00	328,095.00
WIC Peer Breastfeeding Grant	43,629.00	-	-	-	43,629.00	43,629.00
Family Planning	155,202.00	43,402.00	43,400.00	43,400.00	25,000.00	155,202.00
C&TC Outreach	229,940.00	73,314.00	73,313.00	73,313.00	10,000.00	229,940.00
Newborn Hearing Screening Program	3,000.00	1,000.00	1,000.00	1,000.00	-	3,000.00
Emergency Preparedness	85,209.00	-	-	-	85,209.00	85,209.00
FASD Project Harmony	150,000.00	35,000.00	35,000.00	35,000.00	45,000.00	150,000.00
Healthy Communities	6,000.00	-	-	-	6,000.00	6,000.00
SHIP	224,095.00	61,365.00	61,365.00	61,365.00	40,000.00	224,095.00
Total	1,722,969.00	383,421.23	409,293.00	359,786.00	570,469.00	1,722,969.23

County \$ total \$ 1,152,500.23

Community Health Board

Date



County of McLeod

830 11th Street East
Glencoe, Minnesota 55336
FAX (320) 864-1809

COMMISSIONER RON SHIMANSKI

1st District
Phone (320) 327-0112
23808 Jet Avenue
Silver Lake, MN 55381
Ron.Shimanski@co.mcleod.mn.us

COMMISSIONER DOUG KRUEGER

2nd District
Phone (320) 864-5944
9525 County Road 2
Glencoe, MN 55336
Doug.Krueger@co.mcleod.mn.us

COMMISSIONER PAUL WRIGHT

3rd District
Phone (320) 587-7332
15215 County Road 7
Hutchinson, MN 55350
Paul.Wright@co.mcleod.mn.us

COMMISSIONER RICH POHLMEIER

4th District
Phone (320) 587-6084
207 1st Ave S
Brownton, MN 55312
Rich.Pohlmeier@co.mcleod.mn.us

COMMISSIONER JOE NAGEL

5th District
Phone (320) 587-8693
20849 196th Road
Hutchinson, MN 55350
Joseph.Nagel@co.mcleod.mn.us

COUNTY ADMINISTRATOR

PATRICK MELVIN
Phone (320) 864-1363
830 11th Street East, Suite 110
Glencoe, MN 55336
Pat.Melvin@co.mcleod.mn.us

July 5, 2017

To: Meeker-McLeod-Sibley Community Health Board

From: McLeod County Board of Commissioners.

After careful consideration we, the McLeod County Board of Commissioners have decided that the McLeod County Household Hazardous Waste Building (HHW) will not be an option for office space for Meeker-McLeod-Sibley Community Health Services (CHS) employees. Recently a proposal was accepted by a recycling company called GreenForest that will impact office availability at HHW. At this point in time there a lot of unknowns about planning and what offices will be unavailable. Long range planning for McLeod County and the CHS would be very difficult, including options for office expansion needs in the future.

In addition, there are challenges with IT services. From the IT perspective the best approach is a "clean break" from McLeod County. A clean break would include having office space at a non-county owned location, that way there are no issues with servers, wi-fi, networks, printers, etc.

Sincerely

Joe Nagel
McLeod County Board Chair

**Working together, providing quality service, being fiscally responsible and
maintaining integrity through common sense decision making**

MCLEOD COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

Office Space



Must Haves:

Total Square Footage 1500

Accommodate 5 offices

One meeting room/break area

Restrooms

Technology

Parking

Facilities (Snow Removal, Landscape)



Nice to Have:

Future Expansion

Lobby

WIC Clinic

Recommendation

The Paint Factory

35 1st Ave SW, Hutchinson MN



Full \$ 300,000 remodel
and upgrade



Built to meet our
specifications



Public Parking



Expandable as needed



The Paint Factory



Rental Option 1:

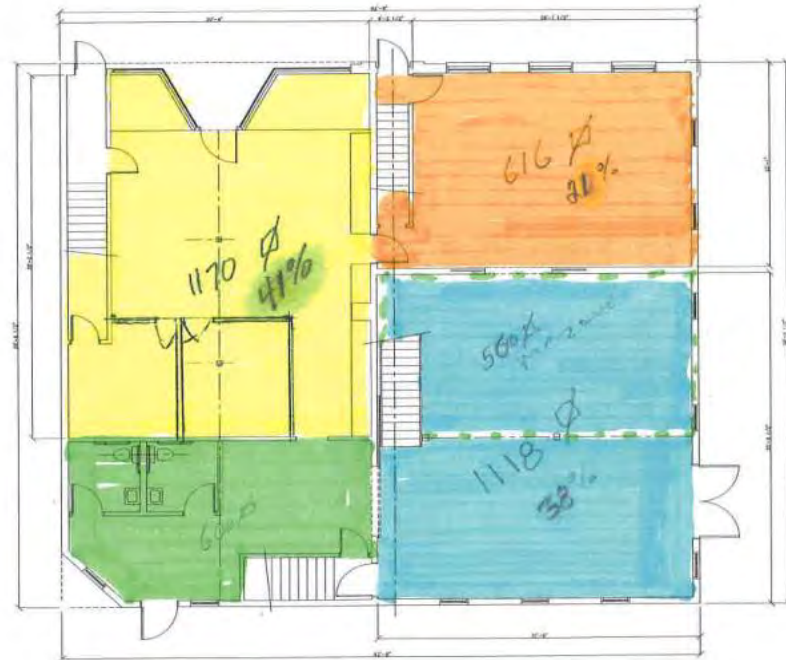
1,786 sq. ft. plus 62% of 1,260 Sq. ft.
common area

\$ 14.28 / Sq. ft. = \$ 3,054 per month

Rental Option 2:

4,160 Sq. ft. full main floor

\$ 10.75/Sq. Ft. = \$ 3,727 per month



the paint factor
35 1st avenue sw
Hutchinson, Minn



Other Space Considered

805 Powers Street, Stewart MN

- 3,500 Sq. ft
- \$ 10.00 / Sq. ft.
- Monthly Cost \$ 2,917
- Former Funeral Home, long term lease
- Public drivability ,
Geographically not centered





Other Space Considered

Plaza Center 15, Hutchinson MN

Rental Option 1:

1,684 Sq. ft.

\$ 21.75/ Sq. ft.

Monthly Cost \$ 3,045 per month

Rental Option 2:

2,424 Sq. ft.

\$ 21.75 per Sq. ft.

Monthly Cost \$ 4,389 per month



IT Services Options

2017

COMPANY	SERVICES	START-UP	MONTHLY
Business Ware, Hutchinson	Desktop Services Security Hardware Storage	\$29,196	\$1,849
	Ph.Doc Hosting	\$0	\$2,742
Net Gain, St. Cloud	Desktop Support Infrastructure Security Network Storage *Ph.Doc hosting and IT Desktop services for 5 CHS employees	\$3,000	\$3,732
NuTel Com	Requested- waiting for response*		
	Desktop Support Security/Network/Storage PH.Doc Hosting Internet Services		
	Internet Service ONLY		

APPENDIX B: HOSTING SERVICE LEVEL AGREEMENT (SLA) Q1, 2017

Effective Date: January 1, 2017

Provided that Subscriber is current in its payment of fees under Appendix A: Service Fee Schedule, Netgain shall provide to Subscriber its Services at the levels hereunder.

I. CARE OF SUBSCRIBER'S MATERIALS AND DATA

- a. Netgain will exercise commercially reasonable care over Subscriber's electronic data that is stored in Designated Data Repositories at Netgain's data centers and media storage facilities.
 - i. Designated Data Repositories are those Servers and Storage selected by Subscriber on a current Service Fee Schedule that are designed to contain Subscriber owned, primary Subscriber electronic data ('back-end' servers such as Exchange, SQL, File Serving, etc.). Subscriber electronic data are generally information owned by Subscriber that has value, such as structured data (third party application databases, email, etc.) and unstructured data (documents such as Word, Excel, etc.).
 1. Subscriber application files and operating system files, commonly known as System Data, are not stored in Designated Data Repositories.
 2. Microsoft Active Directory servers and presentation servers (such as Remote Desktop Services, Citrix) are not stored in Designated Data Repositories.
 3. Subscriber electronic data that are a copy of the primary data, such as replication and/or reporting servers, are not stored in Designated Data Repositories.
 - ii. Netgain utilizes commercially available enterprise data protection techniques within its data centers. The success rate of creating a restore point (e.g., a backup) is dependent on many variables, including some outside to Netgain's control (including, but not limited to, backup software error rates, backup media (disk and/or tape) failure rates, Subscriber use variability, etc.). Netgain designs its restore point architecture to provide a minimum average success rate comparable with industry norms. A data backup that does not report any errors may still contain inconsistent data (data which is in use at the time of the backup).
- b. Within these Designated Data Repositories, Netgain will provide the following restore points with the following specifications and retention levels.
 - i. **6-Hour Restore Point:** Netgain will capture a restore point every 6 hours and retain 4 of these 6-Hour restore points (covering a 24 hour span). These restore points are contained within the same data center, and on the same hardware, as the Designated Data Repositories. These restore points are

Initial _____



- used to recover from accidental data deletion by Subscriber but do not protect against primary hardware failure.
- ii. **Daily Restore Point:** Netgain will capture a restore point once a day and retain 21 daily restore points (covering a 3 week span). These restore points are contained within the same datacenter as the Designated Data Repositories on separate hardware from the Designated Data Repositories. These restore points are used to recover from accidental data deletion by Subscriber and recover from primary hardware failure.
 - iii. **Monthly Restore Points:** Netgain will capture a restore point once a month and retain 12 monthly restore points (covering a span of 1 year). These restore points are contained in facilities separate from the data center that contains the Subscriber's Designated Data Repositories. These restore points are contained on separate hardware from the Subscriber's Designated Data Repositories and are used to recover from primary hardware and primary data center failure.
 - iv. **Annual Restore Point:** Netgain will capture an annual restore point once a year (The monthly restore point nearest the end of the calendar year) and retain 7 Annual Restore Points (covering a span of 7 years). They are used to restore from similar events as Monthly Restore Points.
 - v. **Daily Replication Restore Point:** Netgain will capture a single, most recent, replication restore point that is within 24 hours of the Subscriber's Designated Data Repository. The replication restore point is a replica of the source storage system contained in the same data center as the Designated Data Repositories and on separate hardware that allows for quick restores in the case of primary hardware failure. Offsite replication to an alternate data center is available as an option, subject to adoption of alternate service level language outside the scope of this Agreement.
- c. A recovery point may satisfy more than one service level (e.g., a monthly restore point may also represent an annual restore point).
 - d. Netgain is not responsible for backup failures resulting from Subscriber software exceeding the server and storage system resources selected on the Service Fee Schedule by Subscriber. Netgain may provide performance metric data to Subscriber and make recommendations necessary to facilitate sound resource allocation choices by Subscriber. Subscriber is responsible for server and storage choices affecting the Designated Storage Repositories and for ensuring enough resources are contracted to satisfy the performance needs and the backup processing needs of those repositories.
 - e. Netgain is not responsible for backup failures resulting from changes performed by Subscriber or third parties.
 - f. Subscriber is responsible to notify Netgain of the need to recover data from a restore point. Subscriber may incur labor expenses to perform the recovery and material costs necessary to recover the data or retain the recovered data beyond the specified retention levels described herein.

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- i. Data no more than 21 days old shall be considered operational in nature, and the restoration of data from these restore points is within the scope of this agreement.
- ii. Any meta-data or data older than 21 days (and thus part of older restore points) shall be considered “archival” data, and restoration thereof shall be considered a billable event payable by Subscriber.

II. UPDATES AND ENHANCEMENTS

- a. Netgain may periodically upgrade, enhance, or otherwise modify the Services to improve operations and/or add new functionality (“Version Update”). All Version Update installations shall be performed by Netgain during the published “Maintenance Window” [See Section VIII.c below] to minimize operational impact to Subscriber.
- b. Netgain may periodically create and apply software corrections to the Services where the corrections do not introduce any new feature, functionality, or capability of the Services (“Service Pack Update”). All Service Pack Update installations shall be performed by Netgain to minimize operational impact to Subscriber.
- c. Netgain may periodically upgrade the operating system (“Operating System Update”) used within the Services and accessed by Subscriber. All Operating System Update installations shall be performed by Netgain to minimize operational impact to Subscriber.
- d. Subscriber acknowledges that when Netgain performs Updates and Enhancements, Subscriber’s personnel shall have no ability to access the Services during the installation period.
- e. **Changes/Enhancements to third-party applications:** The current version number of a software application is generally found either on the introductory “splash screen” viewable at application launch, or in the “about” or “help” screen within the application. A conventional version number is five fields separated by the “.” and “-” characters; for example: Version: 2.1.0.392 - Jul 22 2005.
 - i. The first field, “2” in this example, is the major version number.
The second field, “1” in the example, is the minor version number.
The third field, “0” in this example, is the release number.
The fourth field, “392” in the example, is the build number.
The last field, “Jul 22 2005”, is the date of the build.
 - ii. **Major Version Changes:** A major version upgrade involves a change in the first digit of the version number (e.g. 1.6.2-302 to 2.1.0.400). The time required to complete major version upgrades is billable and estimated fees should be quoted with your Netgain Account Manager prior to the installation.
 - iii. **Minor Version Changes:** A minor version update involves a change in the second digit of the version number (e.g. 2.0 to 2.1) or a change in the third digit of the version number (e.g. 2.1.0 to 2.1.1). The time required to complete minor version updates is typically unbillable and included in the Services.

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A minor version update may be considered a billable event if the software manufacturer labels the update a major version or the update prompts major version upgrades in other supporting or underlying architecture.

III. ORIENTATION

Netgain agrees to provide Services orientation (not software training) to Subscriber's personnel as authorized by Subscriber. Service fees, travel, trip charges, and expenses as incurred by Netgain personnel when providing orientation on Subscriber's premises will be charged to the Subscriber in accordance with Netgain's then current Service Fee Schedule and expense reimbursement policies, which shall be made available upon Subscribers' request.

IV. SUPPORT SERVICES

- a. Netgain shall maintain support staff available for the purposes of assisting Subscriber with issues arising out of the use of the Services ("Support Services").
 - i. This support staff shall be available to Subscriber via phone, email, and Client Portal, from 6:00 AM – 7:00 PM CST/CDT Monday – Friday ("Weekday Support"), and from 7:00 AM -1:00 PM Saturday ("Weekend Support") except on Holidays ("Support Hours"). For support outside of Support Hours, see Subsection (c) below.
 - ii. Electronic service requests received outside of Support Hours will be logged, however no action is guaranteed until the next working day. For urgent support outside of Support Hours, see Subsection (c) below.
- b. As part of Support Services, Netgain will provide software and hardware maintenance ("Routine Maintenance"). Additional work, unless brought upon by system failure or error or software upgrades or enhancements, will be charged to the Subscriber in accordance with Netgain's then current Service Fee Schedule and expense reimbursement policies. Routine Maintenance shall include, but not be limited to the following:
 - i. Updates and Enhancements as defined in Section II above;
 - ii. Security adds/changes/deletes within the Operating System
 - iii. Changes to RAM, processor resources, disk resources, or any other infrastructure component
 - iv. Changes, updates, or other modifications to Netgain-provided software or operating systems to enhance uptime, correct performance, improve functionality, or address other operational needs.
- c. Netgain shall provide commercially reasonable telephone access during Support Hours to Subscriber in the use of the Services and commercially reasonable efforts as the technical contact for Subscriber third party software vendors in solving problems that arise in connection with Subscriber's proper and authorized use of the Services or in correcting failures of the Services to perform. Subscriber shall provide to Netgain a Initial _____



reasonably detailed explanation, with access to the underlying data as necessary, to substantiate any such problem or failure and to assist Netgain in its efforts to diagnose and correct the problem or failure.

- i. Netgain shall provide Subscribers with reasonable access to an afterhours support paging system (“Afterhours Support”), by which Subscribers can request support only for emergent, mission-critical situations. Furthermore, Netgain will make commercially-reasonable efforts to provide an Afterhours Support response time within 20 minutes as measured from the time the Subscriber initiates the paging system.
 - ii. Netgain shall provide Subscribers with access to an Internet-based trouble-ticketing and incident monitoring system.
- d. In the event Subscriber’s support issue or question requires Netgain personnel to access or in any way manipulate Subscriber’s data, by virtue of seeking Netgain’s assistance with the support issue, Subscriber is providing de-facto agreement to allow Netgain staff to take measures to assess, fix, or in any way remedy the support issue on behalf of Subscriber. Subscriber acknowledges that Netgain is not responsible for any errors that may occur in the process of attempting to solve Subscriber’s support issue or question. Furthermore, Subscriber acknowledges and agrees that Netgain shall have the right to access the Services equipment, programs, software, and Subscriber’s data in the general course of maintaining the Services to ensure ongoing reliable access to the Services. In all instances, Netgain shall use commercially reasonable practices to maintain Subscriber’s data integrity and keep Subscriber data confidential.
- e. Notwithstanding the above, if Netgain makes a determination that the Support Services requested by Subscriber pursuant to this Appendix will entail detailed, specialized maintenance or support services different in kind or amount from those provided to other similar Subscribers of the Services, Netgain shall notify Subscriber that the requested support is considered an additional service which shall be subject to additional fees, to be negotiated.
- f. NETGAIN SPECIFICALLY DENIES PROVISIONING OF ANY THIRD-PARTY SOFTWARE APPLICATION TECHNICAL SUPPORT. Subscriber inquiries with respect to the use of application software shall be directed to the manufacturer. Netgain will not provide Support Services for any software that it did not install.
- g. Support Levels – General Technical Support
 - i. **Support Level 1: Incident Management** - initial incident identification, logging, and diagnosis, including incidents requiring reset/reboot of a device, appliance, or software service; performance issue recognition and resource assessment; print management, including drivers, problem solving, and workarounds; security changes within existing security groups and accounts, including new account/group creation/modification, archiving, and account suspension; network performance troubleshooting; recognition/assessment of third-party software issues and cold-or-warm handoff to third-party

Initial _____



vendor, as provided for by Subscriber's other contractual relationships; remote support for setting up connection methods for Netgain hosted resources (computers, phones, mail clients, tablets and other devices); troubleshooting issues with external devices with connection to Netgain resources (local printer/scanner/computer/network issues) that affect the operation and functionality of the remote Netgain session; guidance/support/training for operation of programs run on Netgain resources (Microsoft Office workflow help/assistance/training; EMR software workflow troubleshooting); and, of that software required to operate in a Netgain remote session (Remote Scan, UniPrint, ZixSecure, Microsoft RDP, Web Portals).

- ii. **Support Level 2: Problem Management and Analysis** – complex incidents and problem management requiring changes to the computing architecture; analysis of monitor and alarm reports, consultation with external vendor resources, information sources, etc.
 - iii. **Support Level 3: Event Engineering** – problems/changes involving new technical implementation; unresolved incidents by prior Support Levels; issues requiring new provisioning of resources.
- h. **Incident Priority Levels:** Priority Levels are applied to incidents submitted electronically or created after live (phone/chat) interaction with the Netgain Service Desk. When Subscriber submits incidents directly, it shall be Subscriber's responsibility to assign the Priority Level. Netgain shall make commercially reasonable efforts to provide the following Initial Response Times during Weekday Support. Initial Response Time is the period from when Subscriber submits a support request to when Netgain personnel contact Subscriber and start working on the support request.

Priority Level	Description	Initial Response Time
1 Urgent	Mission critical Affects many users (Site Down, User Disable).	30 minutes
2 High	Limited scope, no workaround.	30 minutes
3 Normal	User, workaround available. (Permission Changes, Billing Changes)	4 business hours
4 Low	Non-urgent requests (SPAM, Black/White List Requests)	8 business hours
5 Planned	Moves/adds/ changes (User Archiving)	10 or fewer business days

- i. **Escalation:** The following table lists the escalation hierarchy for incidents and Subscriber complaints.

Initial _____



Level	Title	Name	Phone/E-mail
Support Level 1	Support Desk	Support Desk L1 Analysts on-duty	877.797.4700; support@netgainhosting.com
Support Level 2	Support Desk	Support Desk L1/L2 Analysts on-duty	877.797.4700; support@netgainhosting.com
Support Level 3	Support Desk Team Leads	Nicole Ruehle Greg Brown	877.797.4700 X 142; Nicole.Ruehle@netgainhosting.com 877.797.4700 X 156; Greg.Brown@netgainhosting.com
System Operations	System Operations Team Leads	Phil Henneman Glenn Hankosky	877.797.4700 X134; Phil.Henneman@netgainhosting.com 877.797.4700 X7032; Glenn.Hankosky@netgainhosting.com
Director	Director of Support Services	Gail Stanger	877.797.4700 X138; Gail.Stanger@netgainhosting.com
Executive	VP, Operations	Matthew Riley	877.797.4700 X101; Matt.Riley@netgainhosting.com

V. SERVICES MONITORING

Netgain shall use reasonable commercial efforts to monitor the Services and to ensure continuous connectivity, availability, and operation of the Services to the Subscriber. Examples of such network monitoring and tuning systems that may be used are probes, agents, thresholds, alarms, capacity tracking, and remote desktop shadowing.

VI. SECURITY LEVELS

Netgain shall use commercially accepted security practices and measures suitable for the protection of ePHI in Netgain's data centers. Netgain's security is designed to protect against common external security threats such as viruses, malware, and spam. It is also designed to protect against more sophisticated security threats, document acceptable data handling practices, and adhere to federal laws and guidelines.

- a. **ePHI Security** - Should Appendix A specify ePHI Security, Netgain shall provide the following:
 - i. **Data Encryption in Transmission** - All data will be encrypted by SSL or an IPSEC VPN while in transmission over public network lines.
 - ii. **Auto Log Off** - A session time limit on all user accounts.
 - iii. **Password Management**– Netgain shall recommend, but not mandate, adherence to the following password policy – in

Initial _____



most cases, a mandated password policy is superseded by a Subscriber Security Policy or a Business Associate Agreement.

1. **Password Expiration:** Default password expiration is set to 90 days
 2. **Password Complexity:** Enabled to set password complexity requirements
 3. **Minimum Password Length:** 9 characters
 4. **Password History:** 24 passwords
- iv. **Virus Protection** - AntiVirus software is installed on all servers and centrally-managed. Virus definitions are kept up-to-date and reports are generated and reviewed regularly.
 - v. **Application Whitelisting** – Application whitelisting policies are established on all presentation servers (terminal servers, Citrix servers) to help prevent execution of malicious software by only allowing software to run from designated locations.
 - vi. **Shared Clustered Firewall** - All internet connections are inspected by a cluster of enterprise-grade firewalls.
 - vii. **Data Encryption in Backup** - All removable media backups moved to offsite media are encrypted. Backups can be customized to meet the requirements of specific software.
 - viii. **Security Policy** - Netgain will provide Subscriber with a Security Policy that addresses HIPAA and HITECH statutory requirements. This document can then be incorporated into Subscriber's own internal Security Policy.
 - ix. **Centralized Log Gathering** - Server security logs are centrally collected and reviewed for system activity.
 - x. **Vulnerability Scanning** - Servers are scanned by a vulnerability scanner on a regular basis.
 - xi. **IDS** - A network Intrusion Detection System is installed between Netgain's firewall cluster and Subscriber's servers in the Netgain's data centers and monitored daily by Netgain's IDS vendor and/or Netgain staff.
- b. **vISO Security** - Should Appendix A specify vISO Security, Netgain shall provide ePHI Security and the following additional services:
- i. **Security Policy Enforcement** - Netgain will work with you to define reports and responsibilities to help enforce Subscriber's local security policy.
 - ii. **vISO** - Netgain's Information Security Officer (ISO) will serve as Subscriber's virtual ISO. This includes up to 2 hours per month of security related consulting and administration specific to Subscriber's needs, an additional 1 hour of audit-related work, and 1 hour of work with third-party vendors utilized by Subscriber (evaluation, remediation, etc.).

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- iii. **Staff Training** - Netgain will participate in user training requirements as required by Subscriber's Security Policy.
- iv. **Off Hour Logins** - Netgain will provide, upon Subscriber request, reports on accounts that login after hours.
- v. **Failed Logins** - Netgain will provide, upon Subscriber request, reports on failed login attempts to valid accounts.
- vi. **Password Policy Adherence** - Netgain will advise on deviation from Subscriber's password policy.
- vii. **File System Auditing** - Netgain will configure file-level auditing for Subscriber's company files. If someone moves, deletes or modifies a file, Netgain will be able to report who made the change, what change was made, and when the change was made.

VII. SUBSCRIBER RESPONSIBILITIES

- a. **Data and Other Media:** Subscriber is responsible for the condition of all data and other media it supplies. Netgain shall not be considered in breach of this Agreement if Subscriber's data or media cannot be processed due to its condition. Subscriber agrees to pay for the resources used in the partial processing of any Subscriber's work if the failure to complete the processing is due to the condition of Subscriber's media.
- b. **Authorized Users of Services:** Subscriber agrees that it shall not permit access to the Services by or for any person or entity except:
 - i. Employees of Subscriber whose responsibilities to Subscriber require use of the Services.
 - ii. Third Party Service Providers of Subscriber whose responsibilities to the Subscriber require use of the Services.
 - iii. Subscriber is prohibited from using or providing access to the Services to create or offer a service bureau to any third party other than Subscriber.
- c. **Subscriber Telecommunication Services:**
 - i. Should Appendix A specify a Standard Internet Connection, Subscriber acknowledges and agrees it is solely responsible to establish, maintain, and pay for any related fees for said Internet connection to the Services and Subscriber is responsible for the security, reliability, and integrity of this connection.
 - ii. Should Appendix A specify a Private Connection, Subscriber agrees to make provisions for a Private Connection and pay all applicable telecommunication charges and all applicable local telephone company charges ("Communication Access Charges") for access to the Services. It is Subscriber's responsibility to make timely payment of the Communication Access Charges to ensure uninterrupted access to the Services. If this Private Connection is interrupted for any reason at the Subscriber's side, Subscriber

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acknowledges and agrees that Netgain is not responsible for this interruption or for any down time and said interruption is not deemed Unavailability as defined in Section IX.a nor shall this interruption reduce Availability Standard as defined in Section IX.b.

- iii. The Communication Access Charges are subject to change at the discretion of those independent third parties and are beyond the control of Netgain. It is not the responsibility of Netgain to provide a notice of Communication Access Charge fee change. Failure by any party to notify Subscriber of any Communication Access Charge fee change shall not eliminate Subscriber's responsibility to pay the Communication Access Charges as invoiced.

VIII. DISASTER RECOVERY, SERVICE DISRUPTION, MAINTENANCE OUTAGES AND SERVICES MONITORING AND AVAILABILITY

- a. A "Disaster" is any unplanned event or condition that renders Netgain personnel unable to access its physical location, data centers, or equipment processing the Services or deliver the Services. In the event of a Disaster, Netgain shall notify Subscriber via written e-mail immediately upon being made aware of the Disaster. Netgain shall make best efforts to relocate the Services data center at a Services recovery center, enable the Services, and provide Subscriber with access to the Services within seventy-two (72) hours of Disaster notification.
- b. A "Service Disruption" is any unplanned event or condition that renders data center assets under Netgain's direct control, including, but not limited to, the Application servers, Microsoft Terminal Server servers, Web Application servers, Internet access points, or third party operating systems or software, unable to perform where Subscriber's staff cannot access the Services for a continuous fifteen (15) minute period. In the event of a Service Disruption, Netgain shall use commercially reasonable practices to restore the Services and attempt to recover any Subscriber data from the point of Service Disruption.
- c. **Maintenance Window(s):** Netgain shall have the right to temporarily terminate access to the Service for the purpose of performing maintenance of the Services infrastructure and equipment ("Maintenance Windows"). The Maintenance Windows will be utilized to perform maintenance items including, but not limited to, service pack installations and/or program patches or fixes for any third party software, or to repair, maintain, fix, upgrade, or replace any third party software, or any computer or communication equipment, or data or Internet connections.
 - i. **Weekly Maintenance Window:** Services shall be subject to a Weekly Maintenance Window each Tuesday evening, starting at 8:00 PM CST and ending on Wednesday at 5:00 AM CST. Services will not always be disrupted during each Maintenance Window. Subscriber may request an alternate time for their Maintenance Window.
 - ii. **Infrastructure Maintenance Window:** Maintenance on infrastructure devices will be scheduled for Friday mornings at 1:00 AM CST and not to exceed 5:00 AM CST. Infrastructure items include

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those things that are core to the operations of the datacenter and generally affect all Subscribers. Some examples include the storage area network (SAN), Uninterruptable Power Supplies (UPS), backup power generator tests and updates to core network routers. Services will not typically be interrupted during this Maintenance Window.

- iii. **Extended Maintenance Window** (as needed, to be scheduled by Netgain and Subscriber): When Netgain requires additional time for maintenances or installations to maintain the Services, Netgain shall provide written email notification to Subscriber explaining the nature and expected duration for the Extended Maintenance Window. Upon receipt of said notice, Subscriber may, within two business days from the date of the email notice, request an alternate time for their Extended Maintenance Window. A first reminder notice will be sent one week and a second reminder notice will be sent one day prior to the Extended Maintenance Window.
- iv. An **Emergency Maintenance Window** is an unplanned event whereby Netgain, in its best professional judgment, believes that a virus, third party software defect or other issue which is deemed a critical problem by Netgain or other key security vendor and poses a real and critical threat to Subscriber's data or data integrity or reliability and stability of the Services. In the event of an Emergency Maintenance Window, Netgain shall have the right to temporarily terminate access to the Services without notice. However, upon temporary termination of Services due to an Emergency Maintenance Window, Netgain shall provide written e-mail notification to Subscriber explaining the nature, expected duration, and planned cure for the Emergency Maintenance Window.

IX. SERVICES AVAILABILITY

- a. Netgain shall track the cumulative minutes of Service Disruptions which are under Netgain's direct control ("Unavailability"). Items or events beyond Netgain's control and which are under Subscriber's control, include, but are not limited to, telecom and internet communications equipment and network pathways used to connect to the Services, PCs, firewalls, and any other Subscriber equipment ("Subscriber Equipment"), which render Subscriber unable to access or use the Services are not Netgain's responsibility and the resulting time Subscriber is unable to access or use the Services shall not be deemed Unavailability. Any Version Update installation, Service Pack Update installation, Maintenance Window, or Emergency Maintenance Window pursuant to this Appendix shall not be deemed Unavailability. "Availability" is defined as any period of time where the Services can be accessed by Subscriber's staff.
- b. Netgain shall maintain an ("Availability Standard") of 99.95% per calendar month as calculated by the following formula: Total number of minutes in a given calendar month minus any Version Update Installation(s), Service Pack Installation(s), Maintenance Windows, or Emergency Maintenance Windows minus the total number of minutes in a given calendar month where the Services were not available due to a Disaster, Service Disruption or other unplanned event not specifically

Initial _____



defined herein and this result divided by the total number of minutes in a given month minus any planned Version Update Installation(s), Service Pack Installation(s), Maintenance Windows, or Emergency Maintenance Windows.

- c. Should the Availability as computed above fall below 99.95% for any given calendar month, and at the Subscriber's request, Netgain shall pro-rate Subscriber's Services invoice for that month by the percentage of actual Availability as compared to the 99.95% Availability Standard.

X. MINIMUM DATA CENTER SPECIFICATIONS

Netgain shall provide the following minimum equipment data center specifications to provide the Services.

- a. **Multiple high-speed, redundant connections to major regional and national Internet Exchange Points.** This architecture minimizes latency with QoS guarantees of 125 milliseconds round trip and provides the highest reliability so that even in the event of a link failure, redundant network connections deliver data to users without delay. Netgain is connected to its Subscribers via private, dedicated circuits including DSL, MPLS, or PPP T-1 access. Netgain's load-balancing network architecture is designed to route Subscriber traffic over the most efficient path available.
- b. **Servers and Data Storage.** A multi-tier architecture that provides redundancy and fault tolerance for Services. The architecture is physically divided into two main tiers, the front and the back end. The front end provides the core Services such as, terminal services and application processing. The highly available back end provides data storage services using redundant and Storage Area Network (SAN) technology. Warm standby servers and high mortality parts for each model of server are stocked in the unlikely event of a server failure.
- c. **Monitoring.** Advanced monitoring and alarm notification software is used to detect potential failures before they happen.
- d. **Environmental Controls.** Multiple uninterruptible power supplies, a dedicated power distribution unit, and overhead cable feeds. The UPS (Uninterruptible Power Supplies) provides adequate power to run hosted systems for an interim period (typically less than 10 minutes). During the interim UPS-powered run period, the generator and automatic transfer switch (ATS) power on, transfer the electrical load, and provide power for both the hosted systems and environmental controls.
- e. **Multiple Network Paths to Netgain** (Internet-accessible services only) - Netgain utilizes multiple Internet connections. Subscriber's desktop connectivity will be configured to failover automatically in the event of an issue with one of our Internet Service Providers.

Initial _____



MASTER SERVICES AGREEMENT – 2016

This Master Service Agreement (the Agreement) is between Netgain Technology, Inc. (“Netgain”), with its principal place of business at 720 West Saint Germain Street, St. Cloud, MN, 56301 and **CLIENTNAME HERE** (“Subscriber”) with its principal place of business at **ADDRESS, CITY, STATE, ZIP**.

Purpose of this Agreement:

This agreement sets forth the terms and conditions under which Netgain agrees to provide the Subscriber with those technology related services (the “Services”) described in more detail in Appendices listed in Section XIII of this Agreement.



I. Service Period and Termination

- a. The initial term shall begin when any one of the following conditions is satisfied; i) Subscriber signals acceptance as described in Appendix C: Statement of Work; ii) the Services are accessible for use by Subscriber's users; or, iii) 30 days have passed since User Acceptance Testing has successfully completed as defined in Appendix C: Statement of Work; and continue for thirty-six (36) consecutive months ("Initial Term"). Upon the expiration of the Initial Term, this Agreement shall be automatically renewed for subsequent terms of one (1) year each unless terminated in writing at least ninety (90) days prior to the end of the Initial Term or any subsequent renewal term.
 - i. Should Subscriber wish to utilize Services after the expiration of the Initial Term without renewal or agreement on an updated Appendix A, Subscriber fees shall increase to the then-current fee rates.
- b. Termination for Convenience: Either party may terminate this Agreement for convenience after the first twelve (12) months of service without penalty by giving the other party ninety (90) days written notice.

II. Procedures upon Termination

- a. Should termination occur under Section I, Netgain will cooperate and provide necessary information to effectuate a transfer of data from Netgain to another Subscriber designated IT system, or service provider, in a commercially usable format.
- b. Netgain shall have the right to refuse Subscriber's access to any materials, data, or information until payment for all undisputed accrued charges has been made. This remedy shall be in addition to any remedies provided to Netgain by law.
- c. All Subscriber data and account settings are irrevocably deleted and rendered inaccessible to Subscriber, and when technically practicable, deleted from backup data stores upon account termination.

III. Release of Subscriber Data

- a. Only the individual(s) undersigned as Subscriber on this Agreement shall have the right to request and receive any release of Subscriber data from Netgain. The named individual(s) may provide, in writing to Netgain, an alternate contact person or persons authorized to request and receive any release of Subscriber data. Subscriber assumes all responsibility for updating and changing this authorization as necessary.

IV. Expense Reimbursements

- a. Whenever any services are requested and authorized by Subscriber and provided by Netgain at a Subscriber location or any other location requested by Subscriber other than Netgain's location, service fees, travel, trip-charges and expenses as incurred



by Netgain will be charged to the Subscriber in accordance with Netgain's then-current service fee schedule and expense reimbursement policies, which shall be made available upon Subscriber's request.

V. Taxes

- a. Subscriber shall, in addition to the payment required hereunder, be responsible for, and pay all sales, use, excise, or other taxes, whether state or local, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, excluding however, income, franchise, or other taxes imposed upon Netgain.

VI. Fees and Payments

- a. The fees and charges related to the Services are set forth in Appendix A. Fees and expenses for the term shall be invoiced monthly by Netgain on or around the 1st day of each month for which Services shall be provided. All invoices shall be sent to Subscriber's address as stated on this Agreement, delivered electronically via e-mail, or made available to Subscriber through an Internet-accessible secure portal. Subscriber's payments shall be due within fifteen (15) days after receipt of invoice. Interest at the rate of eighteen percent (18%) per annum (or, if lower, the maximum rate permitted by applicable law) shall accrue on any undisputed amount not paid by Subscriber to Netgain when due under this Agreement, and shall be payable by Subscriber to Netgain on demand. All fees and other amounts paid by Subscriber under this Agreement are non-refundable.
- b. Change Orders: Subscriber may elect to add new Services to this Agreement, and Change Orders describing these Services and fees for those Services shall be amended to the Appendix A: Service Fee Schedule at any time during the Term. The term for those new Services shall be concurrent with this Agreement.
- c. Quantity Changes: Subscriber acknowledges that Appendix A is a rate agreement. Quantities detailed on that Appendix are illustrative and representative of a point-in-time measure, and these quantities may fluctuate over the course of Term. Netgain shall invoice Subscriber, and Subscriber shall pay, for quantities of Services, so long as that quantity is not subject to a Good Faith Dispute. Quantities of Services shall not be subject to dispute after 30 days following the issuance of an invoice for Services.
- d. Underlying third-party licenses: Subscriber acknowledges that Netgain incorporates certain third-party licenses critical and common to the delivery of the Services, and the costs associated with these licenses are included in fees represented in Appendix A. Netgain reserves the right, should these licensing costs be increased by those third-parties, and such increases effected upon Netgain prior to the expiration of the Initial Term, to increase the price of affected line-items by no more than the increase imposed by the third-party. Examples of third-party licenses are Microsoft operating systems, McAfee and Kaspersky AV, Citrix, VMWare, Kaseya.



Netgain agrees to reasonably document and substantiate the software cost increases to Subscriber.

- e. Following the Initial Term, unless Subscriber enters into a successor agreement, by giving at least ninety (90) days prior written notice to Subscriber, Netgain may increase the fee rates payable for the Services under this Agreement on an annual basis provided that the increase in the fee rates shall not exceed 15% per year as calculated from the beginning of the immediate prior Term.

VII. Certain Remedies for Nonpayment

- a. If Subscriber fails to pay to Netgain, within ten (10) days after Netgain makes written demand therefor, any past-due amount payable under this Agreement (including interest thereon) that is not the subject of a Good Faith Dispute as to which Subscriber has given written notice to Netgain explaining its position in reasonable detail, then, in addition to all other rights and remedies which Netgain may have at law or in equity, Netgain may, in its sole discretion provide Subscriber with a forty-eight (48) hour e-mail notice of payment required. If Subscriber should fail to respond to this notice of payment required with an acceptable manner of payment, Netgain shall have the right to suspend Subscriber's access to the Services until all undisputed past due amounts are paid in full. Additionally, upon initial e-mail notice of payment required, Netgain shall have the right to place a Service Hold for support on Subscriber's account. Any withholding of Services or support due to an undisputed failure by Subscriber to pay does not relieve Subscriber from its obligation to pay for the Services during the time the Services and/or support are withheld.

VIII. Dispute Resolution

- a. Netgain and Subscriber agree to a good faith effort to communicate and resolve issues of performance, payments, dispute of claims, or interpretations of this Agreement. The dispute resolution process may be initiated by either party upon written notice to the other party with sufficient detail to explain the dispute, the party's position, and the party's requested resolution. Both parties agree to work in good faith to resolve any concerns in a timely manner. No dispute shall interfere with the provision of necessary service to Subscriber.
- b. First level dispute resolution: The first level of dispute resolution, after written notice is provided, shall involve discussion and resolution by Account Management and front line staff in a timely manner. If front line staff are unable to resolve the dispute within 30 days the matter will be moved to the second level of dispute resolution and be forwarded to individuals in each organization with full settlement authority.
- c. Second level dispute resolution: The second level of dispute resolution will involve verbal and written communication between Subscriber's CIO or designee and Netgain's CTO or COO. If these individuals are unable to resolve the dispute within



60 days, the issues shall be forwarded to and addressed by Subscriber's CEO/President/Executive Director and Netgain's President.

- d. Following Second Level Dispute Resolution as provided for above, all such disputes shall be subject to binding arbitration in Minnesota by one or more arbitrators selected by the parties under the Rules of the American Arbitration Association, commercial arbitration. Either party may, without inconsistency with this Agreement, seek from a court any interim or provisional relief that may be necessary to protect its rights or property, pending the arbitral tribunal's determination of the merits of the controversy. At the option of the party winning an award as a result of such arbitration, judgment on such award may be entered in any court of competent jurisdiction selected by such party. The parties agree that the court or the arbitral tribunal shall decide whether the prevailing party in an action pursued in court or an action pursued in arbitration under this section shall be reimbursed its reasonable legal fees incurred in the pursuit or defense of said court action or arbitration, or any portion thereof.

IX. Warranties

- a. Netgain warrants that the Services do not infringe upon any United States copyright, patent, or other proprietary right. Netgain will indemnify and hold Subscriber harmless against any third-party claim of such infringement by paying any damages awarded by a court of final jurisdiction, and any settlements and legal costs pre-approved in writing by Netgain, to the extent that the damages, settlements, and costs resulted from such infringement.
- b. The Subscriber understands that the general reliability of the private wide-area-network, network computers, servers and related systems, the Internet, and of connections to and from the Network, (collectively the "Network"), may be controlled by factors beyond the control of Netgain; because of this it is impossible for Netgain to guaranty the provision of the Services will be uninterrupted, that the Subscriber will be able to properly access and use the Services, or that the Services will be provided without error. Netgain shall have no obligation to remedy any such interruptions, inabilities, or errors.
- c. Netgain shall not be responsible for any delays and Services unavailability of any kind, regardless of cause, except as provided in this Agreement. Subscriber expressly waives any claims against Netgain for loss, injury, or damage of any kind, directly or indirectly, resulting from Subscriber's use of the Services or from any defects therein, except as otherwise expressly provided in this Agreement.
- d. Except for the express warranties stated herein, Netgain disclaims all warranties on products or services furnished hereunder, including, without limitation, all implied warranties or merchantability and fitness for a particular purpose. These stated warranties are in lieu of all obligations or liability on the part of Netgain arising out of, or in conjunction with, the performance of Netgain hereunder.



- e. Subscriber warrants that no program or data submitted to Netgain violates any copyright, or patent, or infringes on any proprietary rights. Subscriber shall indemnify Netgain and hold Netgain harmless from any infringement claim and will defend any action alleging the infringement of such rights that may be brought against Netgain by reason of Netgain's having supplied support services or Services for the processing of any program or data provided by Subscriber. Netgain shall have the right, but not the obligation, to refuse to supply support services or provide access to the Services for the processing of any Subscriber program or data which Netgain, in its sole discretion, considers to violate any copyright, patent or other proprietary rights.
- f. Notwithstanding anything herein to the contrary, no warranties of Netgain regarding the Services shall be deemed included of any of the following:
 - i. Software or services provided by Third-Party Licensors or third-party vendors including, but not limited to Microsoft or Subscriber's internet service provider;
 - ii. Services provided by third-party vendors which are identified as such on Schedule A;
 - iii. Any services not provided directly by Netgain;
 - iv. Any equipment purchased by Subscriber.

X. Limitation of Damages

- a. Subscriber's right to recover damages from Netgain for any reason whatsoever related to this Agreement shall not exceed the recurring charges paid by the subscriber under this agreement for the two (2) month period immediately preceding the filing of a claim, or twenty-five thousand dollars (\$25,000), whichever is less. Netgain will not be liable in any event for any damages resulting from loss of data, profits, use of products, or for any incidental or consequential damages, even if advised of the possibility of such damage. This limitation of Netgain's liability will apply regardless of the form of action, whether in contract or in tort, including negligence.

XI. Confidentiality

- a. Netgain acknowledges that all non-public information disclosed by Subscriber to Netgain for purposes of performing its obligations under this Agreement constitutes a valuable asset of, and is proprietary to Subscriber. Netgain also acknowledges that Subscriber has a responsibility to its employees to keep their records strictly confidential. Netgain shall not disclose said information or knowingly permit its employees, officers, agents, or contractors to disclose said information to any person outside of its company or to any person within its company not having a specific "need to know" in performance of their work in connection with Services provided to Subscriber hereunder. Netgain shall take reasonable steps to ensure fulfillment of this obligation, including instructing its employees and contractors not to sell, lease, assign, transfer, or reveal any information related to this Agreement without



Subscriber's prior written consent. In the event that a subpoena or other legal process in any way concerning information disclosed by Subscriber to Netgain is served upon Netgain, Netgain agrees to notify Subscriber immediately upon receipt of such subpoena or other legal process unless otherwise provided by law and to cooperate with Subscriber, at Subscriber's expense, in any lawful effort by Subscriber to contest the legal validity of such subpoena or other legal process; provided nothing herein shall be interpreted to mean that Netgain will not comply with any lawful requirement of any federal or state court or agency with respect to disclosure of confidential information of Subscriber. In addition, this provision will in no way limit Netgain's ability to satisfy any governmentally required disclosure of its relationship with, or confidential information of Subscriber. The data or information held by Netgain will be made available for inspection by Subscriber's supervisory authorities, or, if authorized by Subscriber in writing, other designated person. Netgain's obligations under this Section, XI.a, are subject to and limited by the provision in Section II.c allowing Netgain to dispose of materials and/or information of Subscriber upon account termination, which provision shall supersede this Section XI.a in the event of a conflict or inconsistency.

XII. Other Terms

a. Force Majeure:

- i. Neither Netgain nor Subscriber shall be liable for, nor shall Netgain or Subscriber be considered in breach of this Agreement due to any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications, power or other utility, labor problem, unavailability of supplies, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented by Netgain or Subscriber with reasonable care. However, such event shall not eliminate Subscriber's responsibility to make payment for the Services used.

b. Non-Recruitment

- i. Neither Subscriber nor Netgain will recruit for employment those employees of the other whom it met, or to whom it was introduced, through or because of Services provided during the term of this Agreement and for two years thereafter.

c. Entire Understanding

- i. This Agreement (including all schedules and attachments identified in Section XIII) states the entire understanding between the parties with respect to its subject matter, and supersedes all prior written and/or verbal proposals, negotiations and any other written or verbal communications between the parties with respect to the subject matter of this Agreement. No modification

of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Agreement, and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Agreement. This Agreement terminates and supersedes all previous License Agreements and other Agreements between Netgain and Subscriber relative to the use of the Services. No representation or statement which is not expressly contained in this Agreement shall be binding upon Netgain as a warranty or otherwise.

d. Parties of Interest

- i. Netgain shall have the right to assign or delegate all or part of its rights, responsibilities or duties hereunder to any parent, subsidiary of its parent, affiliate or successor to substantially all of its assets and/or business upon the provision of prior written notice to Subscriber. Netgain may subcontract all or a part of the work to be performed under this Agreement to a subcontractor of its choice. This Agreement shall bind, benefit and be enforceable by and against both parties and their respective successors and consented-to assigns. No third-party shall be considered a beneficiary of this Agreement or entitled to any rights under this Agreement.

e. Assignment

- i. Except as provided in Section XII.d.i above, neither party may assign nor otherwise dispose of its duties or obligations hereunder taken, without the express written consent of the other party, except that such assignment or disposition may be made to a successor or parent entity, or a wholly-owned subsidiary, in which event no such written consent shall be required, but the other party hereto shall be promptly notified thereof in writing. In any case where Netgain reasonably believes an assignment to a third-party will result in the potential access of the Services and/or any proprietary information, systems, technology or intellectual property by a known or emerging competitor of Netgain, Netgain shall have the right to deny such an assignment and if such assignment has already occurred, Netgain shall have the right to immediately terminate this Agreement without notice per the terms hereunder.

f. Construction

- i. This Agreement is made under, and will be construed and enforced in accordance with the laws of the State of Minnesota applicable to agreements executed and to be performed entirely therein (without giving effect to principles of conflicts of law). A determination that any provision of this Agreement is invalid or unenforceable shall not affect the other provisions of this Agreement. Section headings are for convenience of reference only and shall not affect the interpretation of this Agreement. The relationship between

the parties created by this Agreement is that of independent contractors, and not partners, joint ventures or agents.

g. Jurisdiction and Process

- i. In any action relating to this Agreement, (a) each of the parties irrevocably consents to the exclusive jurisdiction and venue of the federal and state courts located in the State of Minnesota, (b) each of the parties irrevocably waives the right to trial by jury, (c) each of the parties irrevocably consents to service of process by first class certified mail, return receipt requested, postage prepaid, to the addresses above, and (d) the prevailing party shall be entitled to recover its reasonable attorney's fees (including, if applicable, charges for in-house counsel), court costs and other legal expenses from the other party.

h. Reference Clause

- i. Each party grants the other the right to use its logo, corporate name, and/or primary contact information as a reference ("References") in printed materials or business discussions throughout the term of this Agreement. Logos shall be consistent with any corporate standards for logo use and design as willingly disclosed by one party to the other. Use of the References may be extended to presentations to individuals or small groups, web site publication, and collateral materials (i.e., brochures and other promotional material). Any additional use (i.e., press releases, presentations to substantially large groups of people, tradeshow, etc.) will only occur if first approved by the other party.

XIII. Attachments

- a. Attached hereto and made a part hereof are the following described exhibit(s):
 - i. Appendix A – Service Fee Schedule
 - ii. Appendix B – Service Level Agreement
 - iii. Appendix C – Statement of Work
 - iv. Appendix D – Minimum Requirements (applicable for dedicated on-Subscriber-premise resources or services provisioned by Netgain)
 - v. Appendix E – Managed Equipment and Vendors (applicable for dedicated on-Subscriber-premise resources or service provisioned by Netgain)

XIV. Signatures

- a. Netgain and Subscriber agree to all of the provisions of this Agreement and all Schedules and any Appendices to this Agreement.

NETGAIN TECHNOLOGY, INC	SUBSCRIBER
BY: (SIGNATURE)	BY: (SIGNATURE)
PRINTED NAME:	PRINTED NAME:
PRINTED TITLE:	PRINTED TITLE:
DATE:	DATE:

THE TERMS OF THIS AGREEMENT ARE CONFIDENTIAL.



SERVICE FEE SCHEDULE DETAIL

Prepared for: McLeod County PD-Doc hosting with MS licensing



I. DESKTOP as a SERVICE	
A. User Licensing and Compliance Assurance - Includes Microsoft software licenses and upgrades, compliance assurance, reporting responsibility and accountability for <i>each named user</i> . Also includes remote access, Universal Print Driver, PDF Reader Utilities and Print to PDF.	
USERS	DESKTOP
5	Microsoft Desktop <i>Netgain provided MS licenses</i> <i>RDP Delivered</i> <i>with Microsoft Office</i>
USERS	DATABASE (if needed)
75	Microsoft SQL Standard <i>Netgain provided MS licenses</i>
B. User Support Services and Consulting Services - Includes support service requests, online ticketing, and analytics to isolate and remove recurring problems. Remote Shadowing is used to teach users rather than just fix today's problem. Consulting on new technologies that could positively impact your organization. Varies by user count.	
	DESCRIPTION
	First tier for Support. Includes live phone system administrator coverage from Netgain Support Services between 7am - 7pm CDT/CST M-F except holidays, and unlimited support service requests.
✓	Second tier for Support. All issues are triaged by onsite IT staff prior to escalation to Netgain Support Services. Requires prior approval, and a signed variance to Service Level Agreement.
C. Business Productivity Support- Netgain hosts your line-of-business or industry specific software. Our technologists coordinate with your software vendors to assure your software performs in accord with the vendor's specifications. Client provides software and upgrades. Netgain performs monitoring, maintenance, troubleshooting and related services in accord with Service Level Agreement.	
USERS	SOFTWARE
80	PH-Doc
0	INSERT SOFTWARE TITLE AND VERSION HERE
0	INSERT SOFTWARE TITLE AND VERSION HERE

-

II. INFRASTRUCTURE as a SERVICE

A. Servers - Netgain will design a client specific infrastructure to the software specified above. Virtual servers are used to provide uninterrupted failover and instant scalability. Physical servers may be used when server virtualization is not supported by third-party software.

QTY	VIRTUAL SERVER DESCRIPTION	SPECIFICATIONS	OPTIONS
4	[Server Name Here]	Windows Server 2008 R2 STD 64-bit 2 vCPU 10 GB RAM Data Base	Estimated Data Storage (<u>0</u> Data Tier <u>Tier 1</u> DR Option <u>Yes</u> BU Option <u>Yes</u>
1	PH-Doc Application Server / File Server	Windows Server 2012 R2 STD 64-bit 4 vCPU 8 GB RAM MS SQL License (User Provided)	Estimated Data Storage (<u>320</u> Data Tier <u>Tier 0</u> DR Option <u>Yes</u> BU Option <u>Yes</u>
1	PH-Doc Database Server	Windows Server 2012 R2 STD 64-bit 4 vCPU 32 GB RAM MS SQL Standard	Estimated Data Storage (<u>0</u> Data Tier <u>Tier 1</u> DR Option <u>Yes</u> BU Option <u>Yes</u>

B. Site Servers - Occasionally, servers are needed at the client site to support Active Directory, DHCP, or other light-duty service as an extension of the hosted infrastructure. Netgain provisions, protects, monitors and updates Site Servers from our hosting center.

QTY	SERVER TYPE
0	Site Server with Storage: Typical uses - Active Directory, DHCP, antivirus parent, data backup host, file server, print services. High-performance with 4 Core Intel Xeon processor, 8 GB RAM, with 2 TB RAID 1 SAS disk storage.
0	Site Server: Typical uses - Active Directory and DHCP, or other minimal service. High-performance with 4 Core Intel Xeon processor, 4 GB RAM, with 500 GB RAID 1 SATA disk storage.

C. Data Storage, Management and Disaster Recovery Planning - Includes nightly backup Monday through Friday. Backup media is stored at a secure, offsite, media vault. Your data is checked for integrity and always kept secure, confidential and available to you.

QTY	DESCRIPTION				
320	Storage Tier 0 – 1GB Solid State Disk Storage. Designed For: System Drive Volumes and Data Volumes for Very High Demand Applications and Databases. Available Only Within a Virtualized Environment	\$	0.85	\$	272.00
0	Storage Tier 1 – 1GB SAS Disk Storage. Designed For: System Drive Volumes and Data Volumes for High Demand Applications, File Servers and Databases	\$	0.55	\$	-
0	Storage Tier 2 – 1GB SATA Disk Storage. Designed For: Data Volumes for File Servers and Databases With Lower Performance Demands.	\$	0.21	\$	-
0	Storage Tier 3 – 1GB Archival Disk Storage. Designed For: A Secondary Data Store, Retired Systems in Read Only Access and Archival Uses.	\$	0.17	\$	-
320	Replication - SAN to SAN data replication with multiple recovery points provides the ability for quick recovery in the event of a data emergency.	\$	0.13	\$	40.80
320	Back up - Complete backup of your data in an off-site secure facility: Nightly, Monthly, Annually and stored for 8 years on a rotating basis.	\$	0.43	\$	136.00

III. SECURITY as a SERVICE

COMPLETE SECURITY SOLUTIONS	
✓	ePHI Security - includes Essential Security plus real-time, activity monitoring to identify threats within the network. Beyond perimeter filtering, ePHI Security protects your data while it is stored and transported. Includes the option to establish and maintain a client-level Security Policy with adherence to best practices, e.g., 8 character password, off-hour logins, failed access attempts, auto-logout, software restriction policies, etc. Also aids in HIPAA, HITECH and PCI compliance by auditing access to protected information and exporting those logs to a separate system.
	vISO Security - includes ePHI Security plus a vISO (Virtual Information Security Officer) to perform compliance processes and reporting to meet HITECH, Joint Commission, PCI and state privacy law requirements.
SECURITY ADD-ONS	
0	Secure Email: Encrypts e-mail sent from the hosted mailbox to any SMTP recipient. The recipient is securely authenticated and has the e-mail decrypted without installing any software.

IV. NETWORK as a SERVICE

A. Telecom Services	
QTY	SERVICE
0	Mb Interconnect: Provisioning, management, monitoring, and ongoing maintenance of any high-speed private telecom interconnect. This item covers all shared port and bandwidth fees for private connectivity into the Netgain datacenter. Price is per Mbps of private telecom bandwidth and is required for all private telecom connected clients.
0	Dedicated Internet Access: Committed bandwidth for website hosting or other applications 0Mbps. with speeds up to
0	Enterprise LAN Management: Netgain extends our internal datacenter and LAN best practices into your local network. cold-spare backup equipment. <i>Netgain provided 24-port POE switch</i>
0	Enterprise Wireless LAN Management: Netgain leverages our network engineering experience and best of breed product selection 24x7 monitoring and alerting, and available cold-spare backup equipment. <i>For Enterprise and Medical 2 Access Points</i>
0	Managed VPN Router (up to 100Mbps) - Netgain provides and manages a dedicated VPN appliance on your premise. Permits customized security rules to your needs. A single tunnel.
0	Managed VPN Router (up to 50Mbps) - Netgain provides and manages a dedicated VPN appliance on your premise. Permits customized security rules to your needs. A single tunnel.
0	Managed VPN Router (less than 15Mbps) - Netgain provides and manages a dedicated VPN appliance on your premise. Permits customized security rules to your needs. A single tunnel.
0	Managed VPN Router (Client Provided) - Netgain manages client provided, Netgain approved, dedicated VPN appliance on your premise. Permits customized security rules to your needs. A single tunnel.
0	Managed VPN Tunnel: A secure and seamless tunnel between your <i>or</i> your affiliate's existing IT infrastructure and Netgain's hosting center. It securely connects a local device such as a scanner, instrument or device to Netgain's hosting center. Maps local and remote drives.
3	Unmanaged VPN Tunnel: A secure and seamless tunnel between your <i>or</i> your affiliate's existing IT infrastructure and Netgain's hosting center. It securely connects a local device such as a scanner, instrument or device to Netgain's hosting center. Maps local and remote drives. No remote device or performance diagnostic support. All support billable time & materials.
0	User VPN: A secure and seamless bridge between your mobile device, laptop, workstation or other single user and Netgain's hosting center.

VI. SERVICE FEE SUMMARY

Desktop as a Service	\$	1,448.50
Infrastructure as a Service	\$	1,890.05
Security as a Service	\$	8.00
Network as a Service	\$	29.85
Storage Service	\$	355.20
Miscellaneous Services	\$	-
Monthly Service Fee	\$	3,731.60
Non Recurring Fee	\$	-
One-time Setup and Migration Fee	\$	3,000.00

VII. SERVICE FEE SCHEDULE APPROVAL**Netgain Technology, Inc.****McLeod County PD-Doc hosting with MS licensi**

By: (Authorized Signature)

By: (Authorized Signature)

Printed Name:

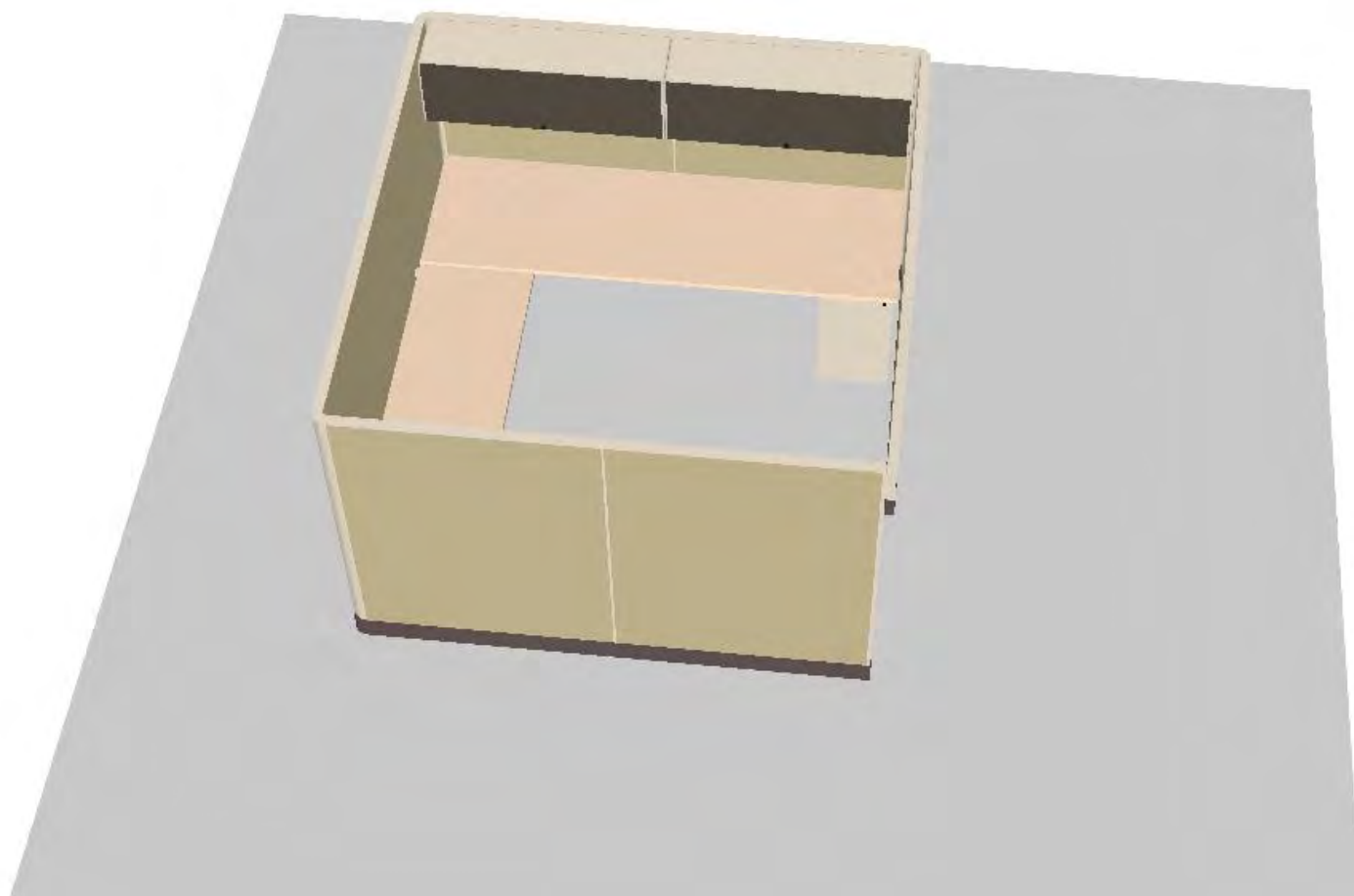
Printed Name:

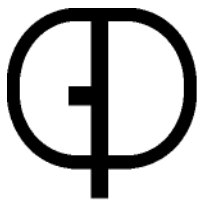
Title:

Title:

Date:

Date:





GENERAL OFFICE PRODUCTS COMPANY

4521 Highway Seven
Minneapolis, MN 55416
www.gopco.com

Phone: (952) 925-7500
Fax: (952) 925-7531

Quotation

Page 1 of 3

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
253261	12/21/2016		285165	Ryan Carlson 952.925.7543	

QUOTE TO:

McLeod County Purchasing
830 Eleventh Street East
Glencoe, MN 55336

SHIP TO:

Scott Grivna
McLeod County Purchasing
830 Eleventh Street East
Glencoe, MN 55336

P: 1.320.864.5551

P: 1.320.864.1326

F: 320.864.3410

Scott.Grivna@co.mcleod.mn.us

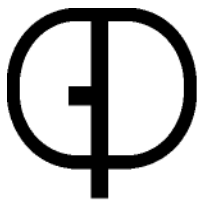
Terms: Net 15 From Inv Date

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
1	2	PLT3072 STORLIE 30" x 72" work surface Finish - TBD	114.14	228.28
2	2	PLT2448 STORLIE 24" x 48" work surface finish - TBD	70.43	140.86
3	4	PLTLEGLP30 STORLIE 30" loop leg	82.09	328.36
4	2	PLTLEGLP24 STORLIE 24" loop leg finish - TBD	67.51	135.02
5	2	PLTSBUDMDUALSI STORLIE screen desk mounts	23.80	47.60
6	2	PLTAP1566S STORLIE Arcrylic screen	80.14	160.28
7	4	FS26BBF PM STORLIE Mobile Box/Box/File	174.86	699.44
8	4	ME27 STORLIE set of casters	16.03	64.12

I HAVE READ AND AGREE WITH THE QUOTATION AND THE SALES TERMS AND CONDITIONS ON THE TERMS AND CONDITIONS PAGE MADE A PART OF THIS QUOTATION.

ACCEPTED BY: _____ TITLE: _____ DATE: _____

ADDRESS: _____ EQUAL OPPORTUNITY EMPLOYER



GENERAL OFFICE PRODUCTS COMPANY

4521 Highway Seven
Minneapolis, MN 55416
www.gopco.com

Phone: (952) 925-7500
Fax: (952) 925-7531

Quotation

Page 2 of 3
(cont'd)

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
253261	12/21/2016		285165	Ryan Carlson 952.925.7543	

Line	Quantity	Catalog Number / Description	Unit Price	Extended Amount
9	1	PLT2460 STORLIE 24" x 60" table top	91.80	91.80
10	2	PLTAECLEG2430 STORLIE ARC Legs	57.80	115.60
11	2	PL152 STORLIE double door cabinets	230.71	461.42
12	1	PL110 STORLIE Common top for cabinets	77.23	77.23
13	4	LEAPV2 STEELCASE LEAP; CHAIR, UPHOLSTERED, ADJUSTABLE SEAT DEPTH, HEIGHT / WIDTH / PIVOT / DEPTH ADJUSTABLE ARMS, LUMBAR UPHLSTRY:5F17 BLACK	699.00	2,796.00
14	1	GENERAL Delivery and install charges	300.00	300.00

QUOTATION TOTALS

Sub Total	5,646.01
STORLIE Pickup Charge	25.00
Handling Fee	51.00
Sales Tax 6.875% (MN)	48.09
Sales Tax 0% (Exempt)	0.00
Grand Total	5,770.10

*****End of Quotation*****

I HAVE READ AND AGREE WITH THE QUOTATION AND THE SALES TERMS AND CONDITIONS ON THE TERMS AND CONDITIONS PAGE MADE A PART OF THIS QUOTATION.

ACCEPTED BY: _____ TITLE: _____ DATE: _____

ADDRESS: _____ EQUAL OPPORTUNITY EMPLOYER



GENERAL OFFICE PRODUCTS COMPANY

4521 Highway Seven
Minneapolis, MN 55416
www.gopco.com

Phone: (952) 925-7500
Fax: (952) 925-7531

Quotation

Page 3 of 3
(cont'd)

Quote Number	Quote Date	Customer Order Number	Customer Number	Account Representative	Project ID
253261	12/21/2016		285165	Ryan Carlson 952.925.7543	

General Office Products Company

Terms and Conditions

Updated: January 2015

Each quotation, proposal, or purchase order is subject to these Terms and Conditions of sale, except as otherwise agreed upon by General Office Products Company (GOP) in writing.

1. QUOTATIONS AND ORDERS

- A. TERM: Prices quoted are firm for thirty (30) days from date of GOP quotation or per terms established in a written Purchase Agreement between GOP and Buyer.
- B. ACCEPTANCE: All orders require a (i) hard copy or electronic purchase order from Buyer or (ii) an approved quotation with an authorized signature and date of acceptance.
- C. MODIFICATIONS: Any modifications to an approved and acknowledged order are subject to GOP's ability to conform and to the manufacturer's approval. Changes must be made via a revised purchase order, change order or signed and dated revised GOP quotation.
- D. CUSTOMER REQUIRED DATE: A mutually agreeable (between Buyer and GOP) delivery date is required for each order and will be used as the customer required date.
- E. DEPOSITS: A deposit of 50% is required on all initial orders for new customers. Deposits for future orders may be negotiated. Deposits are required if manufacturer(s) or service provider(s) require a deposit.

2. INVOICING

- A. TIMING: Product orders will be invoiced after delivery of an order to the job site. Direct shipments from manufacturers will be invoiced upon shipment from the manufacturer. Services will be invoiced after the services have been substantially rendered. In the event of services lasting more than two weeks the service will be invoiced upon substantial completion of designated phases of the project.
- B. PAYMENT TERMS: Payment terms are net fifteen (15) days from date of invoice. A finance charge of 1 and 1/3% (16% per year) will be added to invoices not paid within thirty days. Buyer agrees not to withhold payment on any invoice because of partial delivery or open punch list items.
- C. FREIGHT: Unless otherwise noted, any applicable freight charges are not included in the price quotation and will be invoiced as a separate line item.
- D. TAXES: Unless otherwise noted, any applicable sales, use, excise, or any other taxes are not included in the price quotation and will be invoiced as a separate line item. Buyer agrees to pay any and all applicable taxes. If Buyer possesses tax exempt status, a certificate of tax exemption is to be provided prior to order placement. Buyer is responsible for self-assessment of any and all applicable taxes due jurisdictions outside of Minnesota.
- E. DELAYS: If Buyer is unable to receive product at the job site on the mutually agreed upon customer required date, product will be deemed delivered and will be invoiced as if delivered. Standard payment terms will apply.
- F. CREDIT CARDS: Payment with MasterCard, VISA, Discover and American Express credit cards are subject to a 2.5% merchant fee which will be added to the order and subject to applicable sales tax.

3. OTHER CHARGES

- A. CHANGES/CANCELLATIONS: Buyer will pay all additional charges from the manufacturer(s) for order changes and or cancellations accepted by the manufacturer(s). All product is custom manufactured to customer specifications and, therefore cannot be returned.
- B. EXTRA HANDLING IF SITE NOT READY: If job site is not available on mutually agreed upon customer required date, charges will be assessed to the Buyer for additional handling or redirecting of product at a standard hourly rate or actual charges if performed by a third party.
- C. STORAGE: If job site is not available, GOP will store product without charge for a maximum of 30 days. Thereafter, storage charges will be assessed to the Buyer at a standard monthly rate or actual charges if stored by a third party.
- D. EXTRA HANDLING DUE TO SITE CONDITIONS: Charges will be assessed to the Buyer for excessive handling, storage and transportation incurred because of site conditions, activity of other trades, or other reasons not specifically identified in the quotation at a standard hourly rate. GOP will notify Buyer prior to assessing any such charges.
- E. OVERTIME: Unless otherwise negotiated, delivery and installation will be made during GOP's normal business hours. Any additional labor costs resulting from overtime work performed at Buyer's request will be paid by Buyer.
- F. LEGAL FEES: Should either party incur any expense in enforcing any terms, covenants, conditions, representations, or warranties of the Agreement, the party in default will pay all expenses including reasonable attorney's fees.

4. DELIVERY AND INSTALLATION

- A. GOP'S RESPONSIBILITIES: GOP will receive, inspect, stage, deliver, and install Buyer's goods. All furnishings will be clean and put into good working order. Cartoning and packing materials will be removed and premises will be broom cleaned. Where circumstances of timing and quantity warrant, GOP may elect to meet direct trailer shipments at the job site and install without re-handling.
- B. FREIGHT CLAIMS: Claims for product damaged in transit will be processed by GOP and damaged product will be repaired or replaced to the reasonable satisfaction of Buyer.
- C. DROP SHIPMENTS: In case of drop shipments where product is delivered without installation, Buyer will receive, inspect, and install ordered goods. Buyer is also responsible for filing necessary freight claims in the event of damage.

- D. NORMAL BUSINESS HOURS: Unless otherwise agreed, delivery and installation will be made during GOP's normal working hours (8:00 am to 4:30 pm Monday through Friday, excluding Holidays).
- E. CONDITION OF JOB SITE: Job site will be clean and clear of all obstructions prior to installation. Buyer will provide adequate facilities and space for unloading, staging, moving, handling, and storing product at job site.
- F. JOB SITE SERVICES: Buyer will furnish electrical current, heating, lighting, and elevator/hoist service at job site without charge to GOP.
- G. ERECTION AND ASSEMBLY: GOP's ability to erect, assemble, install, permanently attach, or bolt in place movable furniture is dependent upon agreements made by trade unions at the job site. If applicable, trade regulations at the time of installation require employing tradesman to complete the installation, the cost will be paid by the Buyer.
- H. RISK OF LOSS: The responsibility for the security and safeguarding of the delivered furniture shall pass to Buyer at the time of delivery to the job site or designated storage facility. Upon delivery/storage, Buyer assumes all risk of loss of the good and Buyer shall not be released from any obligations under this agreement because of any loss, damage, or disrepair suffered by the good following delivery/storage.
- I. INSURANCE: GOP will carry general liability, worker's compensation, property damage, and automobile insurance. Buyer shall be responsible to carry at its expense liability and property insurance covering the job site including all risks of physical loss and damage.

5. ADDITIONAL TERMS:

- A. WARRANTIES: DISCLAIMER OF LIABILITY: GOP WILL ASSIST BUYER IN THE RESOLUTION OF PROBLEMS OR CLAIMS CONCERNING DAMAGED AND/OR DEFECTIVE MATERIALS AND/OR WORKMANSHIP MADE WITHIN GUARANTEE OR WARRANTY PERIOD AS STATED BY THE PARTICULAR MANUFACTURER, SUPPLIER, OR FABRICATOR AND WILL ARRANGE FOR THE REPAIR OR REPLACEMENT OF ANY DAMAGED OR DEFECTIVE ITEMS FOLLOWING DELIVERY OR INSTALLATION. GOP DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. GOP SHALL HAVE NO RESPONSIBILITY WHATSOEVER TO BUYER OR TO ANY OTHER PERSON FOR INJURY TO PERSON OR DAMAGE OR LOSS OF PROPERTY OR VALUE CAUSED BY ANY PRODUCT PURCHASED HEREUNDER.
- B. INTERPRETATION OF TERMS AND CONDITIONS: This writing is intended by all parties as the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their dealings between the parties, if any. No failure by any party to insist upon strict compliance by the other party with any of the terms, provisions, or conditions of this Agreement, in any instance, shall be construed as a waiver or relinquishment by either party of the other party's right to insist upon strict compliance therewith in the future. Whenever a term defined by the Uniform Commercial Code as adopted in Minnesota is used in this agreement and not otherwise defined, the definition contained in the Code is to control.
- C. ACTS BEYOND REASONABLE CONTROL: GOP will not be liable for any delay or failure to deliver any or all of the product or services in case delay or failure is caused by Buyer's actions, labor disputes, strikes, wars, riots, civil commotion, fire, flood, earthquake, hurricane, accident, storm or other destruction whole or in part of the product or the manufacturing plant, lack or inability to obtain raw materials, labor, fuel, or any other cause, contingency, or circumstances which prevent or hinder the manufacturer or delivery of the product or services beyond the reasonable control of GOP.
- D. WAIVER: Neither party waives any of its rights or consents to any default under this agreement unless such party does so in writing.
- E. ASSIGNMENT AND DELEGATION: No right or interest in this agreement shall be assigned by either Buyer or GOP without the written permission of the other party, and no delegation of any obligation owed, or of the performance of any obligation either by Buyer or GOP shall be made without the written permission of the other party. Any attempted assignment or delegation shall be wholly void and totally ineffective for all purposes unless made in conformity with this section.
- F. INSTALLATION, SERVICE, AND/OR OTHER CONTRACTS: Additional terms and conditions may apply to GOP's design, installation, rental and/or service contracts. Such contracts are incorporated herein by reference and shall take precedence on any conflict of terms.
- G. SECURITY INTEREST: Buyer hereby grants GOP a purchase-money security interest in all goods identified in any invoice hereafter issued under this agreement in connection with the purchase of such goods to secure payment of the amount of such invoice and accrued finance charges thereon, and Buyer hereby irrevocably authorizes GOP to file from time to time financing statements describing as collateral any goods so identified in any such invoice. Such goods will not be affixed to any real property in any manner which would change its nature from that of personal property to a fixture. Failure to pay any amount owed with respect to this agreement or any invoice issued under this agreement when due, or the occurrence of voluntarily or involuntarily proceeding under bankruptcy or insolvency laws which affects this agreement, shall constitute a default following which GOP may pursue any legal or equitable remedy available to GOP. Buyer will notify GOP immediately of any changes of name, location, or, if applicable, state of incorporation, organization or other registration.
- H. APPLICABLE LAW: This agreement and all rights and obligations of the parties shall be governed by the laws of the State of Minnesota.

I HAVE READ AND AGREE WITH THE QUOTATION AND THE SALES TERMS AND CONDITIONS ON THE TERMS AND CONDITIONS PAGE MADE A PART OF THIS QUOTATION.

ACCEPTED BY: _____ TITLE: _____ DATE: _____

ADDRESS: _____ EQUAL OPPORTUNITY EMPLOYER



8 x 8 Typical

Northern Business Products
218-262-3807/800-962-5023
ghelstrom@nbpoffice.com

Line	Catalog	Mfg. Lead Time (days)	Product (with options)	Description	Qty	Customer Price	Extended Customer Price
1	PDA	(10)	A2310.2466L2XWALT	*Work Surf Sq-Edge Rect Lam Top/TP Edge 24D 6	1	\$173.88	\$173.88
2	PDA	(10)	A2310.3096L2XWALT	*Work Surf Sq-Edge Rect Lam Top/TP Edge 30D 9	1	\$306.00	\$306.00
3	PDA	(10)	A3352.1348KDLT8T20	*Flip Dr Unit B-Style Fab W/Lock 13D 48W 15-1/2H	2	\$201.96	\$403.92
4	PDA	(10)	A8125.6730NLTMT8T038T03	*Panel Tack Acoust Thin Base-Barrier Npwr 67H 30	4	\$262.44	\$1,049.76
5	PDA	(10)	A8125.6736NLTMT8T038T03	*Panel Tack Acoust Thin Base-Barrier Npwr 67H 36	1	\$293.04	\$293.04
6	PDA	(10)	A8125.6748NLTMT8T038T03	*Panel Tack Acoust Thin Base-Barrier Npwr 67H 48	4	\$324.00	\$1,296.00
7	PDA	(10)	A8220.67HLTMT	*Conn 2-Way 90 Deg Thin Base Hard 67H	3	\$58.68	\$176.04
8	PDA	(10)	A8271.67HLTMT	*Fin End Thin Base 67H	2	\$20.88	\$41.76
9	PDA	(10)	AO215.62	*Draw Rod 62H	5	\$9.72	\$48.60
10	HHS	(10)	G6120.48NSLT	*Task Light E.E. No Dim AO/Etho/Canvas Canada 4	2	\$131.76	\$263.52
11	HTW	(10)	LW100.24BBFSRSLTKD2FNN	*Ped W-Pull Freestd 24D B/B/F	1	\$230.00	\$230.00
12	HTW	(10)	LW100.24FFSBSSSLTKD2FNN	*Ped W-Pull Freestd 24D F/F	1	\$212.00	\$212.00

Highest lead time of any item: 10-Day or Less

Total Price:

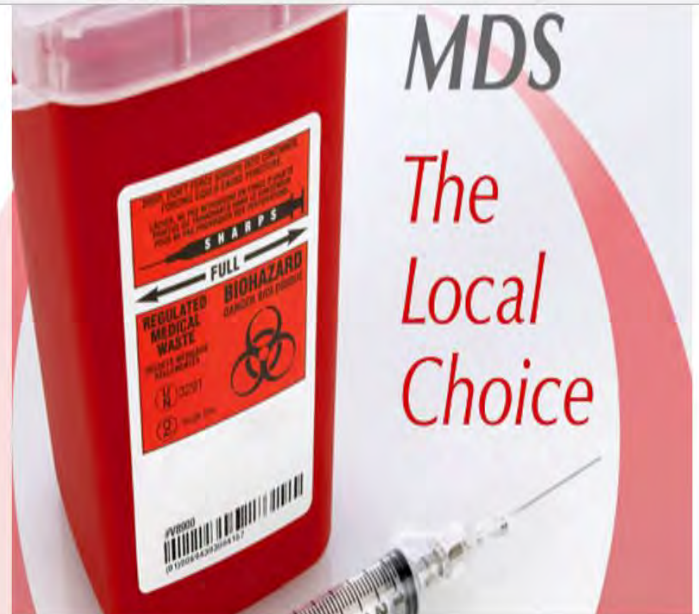
\$4,494.52



*We are the area's first choice
in full service containment,
collection, and disposal.*

The MDS Advantage

- Accurate tracking of medical waste with easy to read manifests
- Clear, comprehensive pricing programs for all Sharps and Red Bag waste
- Flexible containment and collection options
- Courteous customer service responsive to client needs



Medical Disposal Systems, Inc., The Local Choice

Medical Disposal Systems Inc. previously serviced the metro area from 1982 through 1994. We are locally owned and operated with more than 35 years of combined experience in medical waste management.

We're pleased to be back in business providing our customers the highest quality products and services. And we know you'll appreciate our courteous customer service and our quick, knowledgeable response to your needs.

We offer a full line of disposable containers and products by Kendall FDA and DOT compliant reusable sharps and red bag containers.

Medical Disposal System- will pick up hazardous waste every 24 weeks. Billed on size of box, based on Meeker's experience typically charged 142.



SHOPPING CART

Today's Date : 9/8/2017 7:23:53 PM

Contract: MN - STATE OF MINNESOTA (NASPO VP PC) (97227)

Product availability and product discontinuation are subject to change without notice. The prices in this shopping cart are valid for 30 days from the date above. If you do not wish to place this order electronically, please include this form when submitting your purchase order.

[Show](#) address and comment fields. Use the File - Print option to print this form for your future reference.

Special pricing identifier : 40131966

Items/description	Part no	Contract Unit price	Your Unit price	Qty	Ext price
HP LaserJet Pro MFP M521dn printer Base A8P79A#BGJ		\$699.00	\$699.00	1	\$699.00
HP LaserJet Pro MFP M521dn printer	A8P79A#BGJ				

**TPR: Promotion pricing ends
on 9/30/2017**

In the box:

Printer; HP LaserJet Black cartridge
(~6000 pages); Printer documentation
and software on CDs (Windows/Mac
OS installation CD & ReadIris CD
including OCR software); Installation
guide, Support flyer, Warranty Card;
power cord; Fax Cable

Cable included?

No, please purchase USB cable
separately (On accessories below. Not
available for Public Sector orders)

Energy Star® Compliant

Yes

All-in-One functions

Print, copy, scan, fax

Print speed, black (normal)

Up to 42 ppm

Print quality, black

Black: 1200 x 1200 dpi

Color: 1200 x 1200 dpi

Copy resolution

Black: Up to 600 x 600 dpi

Color: Up to 600 x 600 dpi

Scan resolution, hardware

Black: 1200 x 1200 dpi

Color: 1200 x 1200 dpi

Scan resolution, enhanced

Up to 1200 dpi

Two-sided printing

Automatic (standard)

Duty cycle

Up to 75,000 pages per month

ADF capacity

Standard, 50 sheets

Paper trays (std/max)

2 / Up to 3

Input capacity (std/max)

Up to 600 sheets/Up to 1100 sheets

Output capacity (std/max)

Up to 250 sheets / Up to 350 sheets

Media sizes

Letter, legal, oficio

Memory (std/max)

256 MB/256 MB

Memory Slots

None

Display3.5 inch (8.89 cm) touchscreen, LCD
(color graphics)**Connectivity, standard**

1 Hi-Speed USB 2.0 Device; 1 Hi-Speed USB 2.0 Host; 1 Gigabit Ethernet 10/100/1000Base-TX; 1 Telecom; 1 Phone

Processor

800 MHz

Standard paper handling**accessories****Input:** 100-sheet multipurpose tray, 500-sheet input tray 2, 50-sheet automatic document feeder.**Output:** 250-sheet output bin, 100-sheet rear output bin.**Optional paper input accessories**

Optional 500-sheet paper tray (add up to 1 trays)

Operating systems

Windows 8, Windows 7 32-bit and 64-bit, Windows Vista 32-bit and 64-bit, Windows XP 32-bit (SP2 or higher); Windows Server 2008 32-bit and 64-bit, Windows Server 2003 32-bit (SP3 or higher); Mac OS X v 10.6.8 and later; Linpus Linux (9.4, 9.5)

Operating System Continued

N/A

Warranty

One-year, on-site limited warranty

Subtotal: \$699.00

The terms and conditions of the MN - STATE OF MINNESOTA (NASPO VP PC) will apply to any order placed as a result of this inquiry, no other terms or conditions shall apply.

To access the HP Public Sector Online Store where this form was created, go to:

<http://gem.compaq.com/gemstore/entry.asp?SiteID=14446>

* HP is not liable for pricing errors. If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently ship an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with return of the product. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.

* This quotation may contain open market products which are sold in accordance with HP's Standard Terms and Conditions. HP makes no representation regarding the TAA status for open market products. Third party items that may be included in this quote are covered under the terms of the manufacturer warranty, not the HP warranty.

* Please contact HP Public Sector Sales with any questions or for additional information:

K12 Education:	800-888-3224	Higher Education:	877-480-4433
State Local Govt:	888-202-4682	Federal Govt:	800-727-5472
Fax:	800-825-2329	Returns:	800-888-3224

* For detailed warranty information, please go to www.hp.com/go/specificwarrantyinfo. Sales taxes added where applicable. Freight is FOB Destination.

National Business Furniture
Call Our Furniture Experts
800-558-1010
www.NBF.com

Web Code: TP56AU-11717

[Print](#)

Essential Collection Mesh Chair with Memory Foam Seat

Brand: NBF Signature Series

View Collection: Essential

Item No: 50845

\$159 List: \$338

Buy in quantity and save even more.

(1-3) **\$179**; (4-6) **\$169**; (7+) **\$159**

We developed this NBF Signature Series chair to include a breathable, cool mesh back and a special memory foam seat that supports you all day as you change positions. You'll feel better and get more done!

Essential Collection seats feature soft top and bottom foam layers with a memory foam center. Memory foam supports every move you make, then reverts to its original shape to support you the next time you sit down.

Assemble arms as shown in directions.

Features:

- Adjustable height, tilt lock, and tilt tension
- 2.5" thick seat filled with memory foam
- Uniquely-patterned mesh back supports and cools; black fabric seat
- Strong yet sleek poly frame and arms
- Heavy-duty angled nylon base sits on dual-wheel carpet casters
- Assembly required

- Dimensions: 24.5"W x 23"D x 36-40.5"H
- Seat Dimensions: 20"Wx19"Dx17.75-22.25"H

- Back Dimensions: 18.5"Wx18.5"D
- Weight: 30 lbs.
- Lifetime Guarantee

Carton Dimensions: 25"W x 24"D x 13"H

Your delivery charge will be calculated at checkout.

This item ships in 1 carton.

Allow 2-5 business days for delivery.

Up to 9 items will ship by UPS or FedEx Ground. 10 or more items will ship by Truck.

- UPS and FedEx deliveries will be brought inside your building. If you require additional services, please call **800-558-1010**
- Items that are shipped via Truck will require someone at your location to take the products off the tailgate. If you need inside delivery, please call us at **800-558-1010** or type a message in the shipping instructions/order comments area during checkout. Additional charges may apply for extra delivery services.

Delivery details will be indicated on your order acknowledgment.

National Business Furniture
Call Our Furniture Experts
800-558-1010
www.NBF.com

Web Code: TP56AU-11717

[Print](#)

Oval Conference Table - 16'W

Brand: Regency Contract

View Collection: Legacy

Item No: 45017

\$1,795 List: \$3,725

Enhance your conference space with this richly finished 16 foot conference table. The clean, transitional styling in rich, natural-looking colors makes this modular conference table a perfect addition for any conference or board room, and will ensure that your clients and customers are always impressed.

This conference table comes with a built-in power/data port, and the tough, thermal-fused laminates resist stains and scratches, and cleans easily. The sturdy, 1.25" thick table top will last for years, and it comes with leveling glides and matching PVC edging. This table can seat up to 16 people.

Assembly required.

Features:

- Seats up to 16 people
 - Tough, thermal-fused laminate
 - Matching PVC edging
 - Sturdy 1.5" thick table tops
 - Built-in power/data port
 - Includes leveling glides
 - Assembly required
-
- Dimensions: 192"W x 52"D x 29"H
 - Weight: 540 lbs.
 - Lifetime Guarantee

Your delivery charge will be calculated at checkout.
This item ships in 12 cartons.
See delivery times below.

This product ships via tailgate truck, which means you will be required to take the product off the tailgate of the truck. Inside-delivery services are available if you need help bringing your items into your building. Simply select "Inside Delivery Services" during checkout to add this service. Additional charges apply. Allow an additional week for orders with inside delivery. Please contact us with any questions at 800-558-1010.

<u>Color/Finish Option</u>	<u>Delivery Time</u>
Cherry Finish	Ships Today (2-5 business days for delivery)
Mahogany Finish	1-2 weeks
Java Finish	1-2 weeks

IDMAKER[®]

Systems Selection Guide





ID MAKER®

ID Card Printer Systems

**ONE BOX,
ONE CD,
ONE SIMPLE
SOLUTION**

You want it
simple,
professional,
secure...



ID MAKER® SYSTEM

Simple
5-Step
Set Up!

Our Exclusive ID Maker® Systems come with everything you need to take professional photos, create and print IDs, and care for your printer. Set up takes just a few quick steps – you'll be printing IDs in 15 minutes!

Not sure which ID Maker System is right for you?

Whether you're printing 50 cards or 50,000, IDville has a system that fits your unique needs and budget.

Start by answering these four questions:

1

Will I print on one or both sides of the card?

Our systems have single and dual-sided printing capabilities. For additional flexibility against changing needs, consider the ID Maker Advantage 3e, Primacy or Secure System with simple drop-in field upgrades to make them dual-sided print ready.

2

Is my print volume low, medium, or high?

The ID Maker Value and Zenius Systems are ideal for printing less than 100 cards per year. When printing 100+ cards per year, opt for the Advantage 3e or Primacy System. The Secure and Prima 4 Systems offer additional specialty features and can handle extremely high volumes.

3

Do I need anti-forgery features?

The ID Maker Secure System is ideal for firms and organizations that need higher levels of security. Program your logo on a removable printer key and use holographic overlays, ghost photos, and fingerprint features to prevent forgery. The reverse-transfer printing process used in the Prima 4 offers over-the-edge printing and optional UV overlays add an additional layer of security.

4

Will the cards be used for access or time and attendance tracking?

All of our software versions and printers are capable of printing barcodes. Many of our printers support adding a mag-stripe upgrade to embed a programmable stripe on your ID cards.

Which ID Maker® System fits your needs?



	VALUE SYSTEM	ZENIUS SYSTEM	ADVANTAGE 3e SYSTEM	PRIMACY SYSTEM	SECURE SYSTEM	PRIMA4 SYSTEM
Feed System	Manual	Manual/Auto	Manual/Auto	Auto	Manual/Auto	Auto
Card Capacity Input/Output	Manual Feed	50/20	100/30	100/100	100/70	100/100
Single Sided Printer	X	X	X	X	X	X
Dual-Sided Printer			X	X	X	X
Dual-Sided Upgrade			X	X	X	
Mag Stripe Encoding	X		X	X	X	X
Contactless Mifare/iClass Encoding					X	X
USB Connection	X	X	X	X	X	X
Ethernet Available			X	X	X	
Windows XP®, Vista®, 7, 8, 8.1, 10	X	X	X	X	X	X
2 - Year Limited Warranty	X	X				
3 - Year Limited Warranty			X		X	X
4 - Year Limited Warranty				X		
Holographic Security Overlays	4 Standard		4 Standard		4 Standard	
Custom Holographic Security Overlays					X	
Holographic Patch/Magstripe Cards	X	X	X	X	X	X
Color Print Speeds (seconds/card)	35	24	35	17	23	45
Monochrome	7	7	7	4	6	
64 Bit Compatible	X	X	X	X	X	X

All ID Maker One Box Systems Include:



PVC card
printer



ID Maker 3.0
software



High Grade
PVC ID cards



USB
Web Cam



Full-color YMCKO
printer ribbon



Standard white
backdrop



Printer
Cleaning Kit

IDMAKER® 3.0



Improved Functionality and Professional Results

Easy-to-use software to fit your photo identification needs. Embed security and productivity into your IDs through mag-encoding, barcodes, and more. Easily add images and fields to your cards with simple design tools. Use 200+ new pre-designed background and clipart images or create your own custom card design. A live print-preview shows your progress. Skip data entry by importing data directly from your current database. **FREE and FULL lifetime technical support is included with every ID Maker software purchase - No other software offers that!**

Features Included in ID Maker 3.0 Software:

<div data-bbox="73 1349 157 1451"></div> <h3>Security</h3> <ul style="list-style-type: none"> • User account management • Administrator controlled access <div data-bbox="73 1490 157 1592"></div> <h3>Reporting</h3> <ul style="list-style-type: none"> • Basic report writer • Pre-designed reports <div data-bbox="73 1639 157 1740"></div> <h3>Card Design</h3> <ul style="list-style-type: none"> • Layer, lock, & snap elements to grid • Frame a field • Pull-down/snap-to guidelines • Live text editing • Pre-designed templates • Custom design template • Quick viewer for recent projects • Drag-n-drop editing tools • Full-color image library • Conditional display text & graphics • Image, photo, signature, fingerprint, and ghost photo importing • Grid toggle 	<div data-bbox="561 1367 645 1455"></div> <h3>Database</h3> <ul style="list-style-type: none"> • Database spreadsheet viewer • Quick search record finder • CSV & TXT file importing • Database reporting <div data-bbox="551 1535 651 1623"></div> <h3>Data Entry</h3> <ul style="list-style-type: none"> • Mandatory, read-only, and hidden field designation • Drop-down menu creation • Mouse-free field selection through tabs • Font, color, placement, size, & alignment options <div data-bbox="567 1800 651 1889"></div> <h3>Imaging</h3> <ul style="list-style-type: none"> • Supports JPG, BMP, TIF, PNG, PCD, & GIF file types • RGB presets • Wide image capture device support • Adjustable brightness & contrast • Photo crop 	<div data-bbox="1014 1367 1098 1455"></div> <h3>Printing</h3> <ul style="list-style-type: none"> • Live print preview • Supports inkjet, laser, PVC card, and duplex PVC card printers <div data-bbox="1031 1535 1115 1623"></div> <h3>Encoding</h3> <ul style="list-style-type: none"> • Smart card encoding • Conditional display barcodes • Human readable barcode option • ISO & custom mag-encoding options <div data-bbox="1014 1712 1115 1800"></div> <h3>Built-in Supply Reorder Tool</h3> <ul style="list-style-type: none"> • On-screen supplies status for ID Maker printers with quick links for easy reordering • Not sure what you need? Try the IDville Supply Locator! <div data-bbox="1031 1866 1115 1955"></div> <h3>Lifetime Software Support</h3> <ul style="list-style-type: none"> • FREE & FULL Unlimited support for the life of the product
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Intel® Core™ i3 or higher, 2GB RAM (4GB or higher recommended), 256MB video RAM, 1024 x 768 resolution (1280 x 1024 or higher recommended), DVD-ROM drive, 1GB free hard drive space, Windows XP or higher.

The IDville Difference: Unbeatable Value and Unmatched Service

No Fine Print. No Gimmicks.
Online Distributors just can't compare!

Don't be fooled by the low advertised price of online distributors. Shop with them and you're not only sacrificing quality, but after you include all the add-ons needed to build a comparable system, you're actually paying a lot more!

Each of IDville's systems come complete with ALL the components you need – without any hidden costs. Most importantly, they're all backed by **FREE** and **FULL** lifetime technical support. Other companies might claim to have free support, but read the fine print: email support and limited customer service do not add up to a lifetime guarantee of personal and unlimited assistance. Only IDville can guarantee that.

Ensure you're getting the best value with our comprehensive ID Maker Systems!



FREE & FULL LIFETIME SUPPORT

You'll always reach a live person when you need assistance. No time limits, no fine print!



30-DAY GUARANTEE

We know you'll love our products and we back them with a satisfaction guarantee.



SAME-DAY SHIPPING

Is standard at IDville!
















FINANCING AVAILABLE

To make your investment as easy and cost-effective as possible.



FREE HOT SWAP PROTECTION PLAN

If your ID Maker printer ever needs repair, we will send you a loaner printer of the same model or better.

	Generic	IDMAKER
		
ID SYSTEM COMPONENTS	Online Low-Cost ID System	Advantage 3e One Box System
ID Maker 3.0 PRO Software	Additional Cost of \$879	
Discount eMedia Software	-	
200 Print YMCKO Ribbon	-	
200 High Grade PVC Cards	-	
500 Low Grade PVC Cards	-	
Logitech Camera	-	
Standard Lo-Res Web Cam	-	
White Backdrop	Additional Cost of \$30	
Web Cam Tripod	Additional Cost of \$49	
Repair & Loaner Service	Additional Cost of \$334	
Lifetime Printer & Software Technical Support		
	\$1580 ADVERTISED PRICE \$1292 HIDDEN COSTS \$2872 TOTAL	<div>BEST VALUE!</div> <div>ONLY \$1999 (NO HIDDEN COSTS!)</div>

One Box System Includes:



PVC card printer



ID Maker 3.0 software



High grade PVC ID cards



USB web cam



Full-color YMCKO printer ribbon



Standard white backdrop



Printer cleaning kit



IDMAKER® VALUE SYSTEM



Basic IDs at an Affordable Price

The ID Maker Value System is ideal for smaller organizations with lower production runs. The system is hand-fed and prints single-sided cards one at a time.

- Prints in 35 seconds for color, 7 seconds for monochrome per card
- Use with 20-40 mil CR80 and CR79 ISO PVC cards
- Mag-stripe upgrade available
- Built-in holographic security watermarks (4 standard)
- Compatible with Windows XP®, Vista®, 7, 8, 8.1, 10
- ID Maker® Essential 3.0 Software
- 2 - year limited warranty

ID Maker Value System
10011 Single-Sided

\$1499



IDMAKER® PRIMA 4 SYSTEM



Quality, Durability, and High Definition Color

The Magicard Prima One-Box System's retransfer printer combines photo quality images with print speeds unmatched by other retransfer printers. Unlike traditional ID card printers, retransfer printers print directly onto a flexible, transparent film that is then thermally bonded to the card, ensuring the highest image quality and allowing over-the-edge printing.

- Over-the-edge printing, even on uneven surfaces like smart cards
- FIPS 201 Compliant with optional laminator
- Compatible with PVC, ABS, PET, PVH, and polycarbonate cards
- Compatible with Windows XP®, Vista®, 7, 8, 8.1, 10
- ID Maker® Enterprise 3.0 Software
- 3 - year limited warranty

Magicard Prima 4 System
11031 Single-Sided

\$5495

Magicard Prima 4 System
11032 Dual-Sided

\$6495

Still Have Questions?

Give us a call at **1.866.438.4553** to speak with one of our knowledgeable ID System Experts – we know you'll quickly appreciate the IDville Difference.



IDMAKER® SECURE SYSTEM



Optimized for Security and Print Speed

The ID Maker Secure System is ideal for organizations where security is top priority. Print a watermark or your logo on every ID card. 100 card hopper in the back, plus a hand-fed card hopper in the front allow for both high production runs and single card printing. Upgrade to dual-sided printing with a drop-in field upgrade. Field upgrade sold separately.

- Prints full-color in just 23 seconds
- 100 card input hopper, 70 card output hopper
- Mag-stripe upgrade available
- Programmable printer key prints your logo or custom artwork on every card
- Built-in holographic security watermarks (4 standard)
- Holopatch® card stock compatible
- 1 custom Holographic Flex design included
- Compatible with Windows XP®, Vista®, 7, 8, 8.1, 10
- ID Maker® Enterprise 3.0 Software
- 3 - year limited warranty

ID Maker Secure System
10091 Single-Sided

\$3199

ID Maker Secure System
10092 Dual-Sided

\$3799

Advanced Security With Your Custom Holographics

Holographic overlays feature an anti-forgery watermark that prevents ID card counterfeiting. Choose from standard Holographic, which displays a small repeating image, or Holographic flex, which offers even greater fraud protection by displaying one large image that's visible from a distance.



Security - Holographic

High Security - Holographic Flex



IDMAKER® ZENIUS SYSTEM

LOW VOLUME PRINTING



Flexible and Fast for Easy Printing

The ID Maker Zenius System is the one-stop solution for printing high-quality and durable single-sided cards. The 50 card capacity hopper makes printing multiple cards quick and easy. Being hopper fed also reduces card contamination from excess handling, resulting in better quality prints. This system has earned a coveted Energy Star® certification.

- Single-sided full-color printing
- Card hopper or manual feed
- Simple two step supply loading
- Compact design and quiet printing
- Energy Star® certified
- Compatible with Windows XP®, Vista®, 7, 8, 8.1, 10
- ID Maker® Essential 3.0 Software
- 2 - year limited warranty

ID Maker Zenius System
14216 Single-Sided

\$1799



IDMAKER® ADVANTAGE 3e SYSTEM



**BEST
SELLER**

Enhanced Function and Durability

The ID Maker Advantage 3e System is our best-selling ID System because of its affordable price, durability, and ability to be field upgraded from a single-sided card printer to a dual-sided card printer. Should your needs change over time, just give us a call and we'll send you the dual-sided upgrade ribbon for a fraction of the cost of a new printer.

- Prints in 35 seconds for color, 7 seconds for monochrome per card
- Use with 20-40 mil CR80 PVC cards
- Mag-stripe upgrade available
- Built-in holographic security watermarks (4 standard)
- Compatible with Windows XP®, Vista®, 7, 8, 8.1, 10
- ID Maker® Pro 3.0 Software
- 3 - year limited warranty

ID Maker Advantage 3e System
10021 Single-Sided

\$1999

ID Maker Advantage 3e System
10022 Dual-Sided

\$2599

Dual-Sided upgrading is a snap!

If your needs change over time, don't abandon your single-sided printer – just upgrade and save thousands! See details below.



Dual-Sided Upgrade

This exclusive, one-time upgrade color/black (YMCKOK) ribbon unlocks your printer, giving it dual-sided printing capabilities – just like that!

43922 \$750



IDMAKER® PRIMACY SYSTEM

HIGH VOLUME PRINTING



Fastest Printing of Large Card Runs

Experience ultimate flexibility and speed with the ID Maker Primacy System. Full color, single or dual-sided, robust encoding options - the Primacy System meets a wide variety of requirements for businesses looking to execute medium to high volume print runs of cards.

- Single or dual-sided full-color printing
- Fast and reliable - 250 cards per hour
- Simple two step supply loading
- Encoding options available at any time
- USB and ethernet connection
- ID Maker® Pro 3.0 Software
- 4 - year limited warranty
- **NEW** touch screen to access printer options such as:
cleaning cycles, printing test cards, ribbon status and more!

ID Maker Primacy System
14227 Single-Sided

\$2499

ID Maker Primacy System
14228 Dual-Sided

\$3099

Dual-Sided upgrading is a snap!

If your needs change over time, don't abandon your single-sided printer - just upgrade and save thousands! See details below.

Primacy Dual-Sided Upgrade Module

This drop-in upgrade unlocks your printer, giving it dual-sided printing capabilities - just like that!

46814 \$650

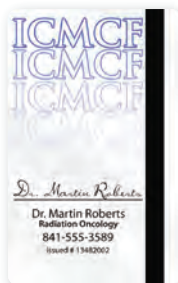
Premium upgrades enhance your ID Maker System!



ID Maker® 3.0 Enterprise Upgrade

This new ID Maker 3.0 software couples easy-to-use functionality with connecting to MS® SQL Server, network compatibility for multi-user printing, and custom reporting tools.

\$500



Mag-stripe Encoding Upgrade

Enhance your ID system's security level by adding Mag-stripe encoding. Your printer will arrive equipped to encode user data to magnetic stripes.

\$500



On-The-Go Travel Bag

Two zippered accessory pockets make it easy to go off-site. Bag features over-the-shoulder strap, and rubber gripped handle.

\$200



Photo Upgrade

Get speed and superior image quality by upgrading from the standard Web Cam to this high-performance 10.1 Megapixel digital SLR camera. This Photo Upgrade will ensure the highest quality photo on your IDs for superior visual recognition. Includes deluxe tripod and SD memory card.

\$700

Smart Card Encoding Upgrade

Are you using iClass® MIFARE contactless smart cards? With this upgrade your printer will come with a factory installed hardware module that, when used in conjunction with ID Maker 3.0 Enterprise, allows for easy smart card encoding.

\$500



No matter which ID Maker System you choose you'll find all the supplies you need at idville.com/supplies!

Get the IDville Difference



IDville carries thousands of ID accessories to complete your photo ID program!

At IDville, ensuring customers are safe and secure is our number one priority. We are proud of delivering services and solutions that are Simple, Professional and Secure. The IDville Difference includes expert advice from our friendly and experienced staff, superior products backed by **FREE** and **FULL** lifetime technical support, and dependable service that is renowned throughout the industry. We originated the idea of **FREE** and **FULL** lifetime support, and we stand by that promise today.

Still have questions?

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Payroll Services Options 2017

COMPANY	SERVICES	START-UP	ANNUAL	NOTES
ADP	Requested quote			Can import file from ph.doc for payroll, eliminating double entry for staff time Provides HR Support Services
CDS	Payroll Quarterly/Year End Time Attendance	\$150	\$2,490	Would require double time entry for staff
Paychex	Payroll	\$200	\$2,213	Would require double time entry for staff



Quality | Dedication | Integrity

CDS PAYROLL SERVICES PROPOSAL

McLeod County Community Health Services

October 21, 2016

One Time Set-Up Fee

Initial Set-Up Fee	\$	100.00
Web Clock activation fee	\$	50.00

Payroll Services

(Assuming 5 payroll checks)

Standard Fee per Payroll	\$	60.00
CDS Fee Per Check or Direct Deposit (\$1.70 per check)	\$	8.50
Approx. Total "Per Payroll" Charge	\$	68.50

x 26 (bi-weekly) pay periods = \$ 1,781.00

Time & Attendance

CDS TimeKeeper (minimum fee - under 12 employees)	\$25.00
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Annual Fee for Time & Attendance = \$ 300.00

Quarterly / Annual Charges

Preparation of Quarterly Payroll Reports (Federal & State)	\$ 75.00	x 4 Quarters =	\$ 300.00
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Preparation of Annual Returns (Includes 940, 943, W-3, and one (1) state)	100.00	\$	100.00
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Preparation of Federal Form W-2	\$ 1.75 / employee	x (approximately) 5 employees =	\$ 8.75
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Annual Fee for Quarterly & Year-End Reports = \$ 408.75

Approximate Annual Payroll Service Fees = \$ 2,489.75

Additional Charges

Employee Addition	\$ 2.00 / employee
Employee Changes	\$ 1.00 / employee

*** Standard Reports are issued with each payroll.

Additional spreadsheets: Workers Compensation Audits, etc., will be
billed at the current hourly rate.

Members: American Institute of Certified Public Accountants, Minnesota Society of Certified Public Accountants

Willmar Office
331 Third Street SW, Ste. 2
P.O. Box 570
Willmar, MN 56201
Phone: (320) 235-3311
Toll Free: (888) 388-1040

Benson Office
1209 Pacific Avenue
Ste. 3
Benson, MN 56215
Phone: (320) 843-2302

Morris Office
401 Atlantic Avenue
Morris, MN 56267
Phone: (320) 589-2602

www.cdscpa.com

Litchfield Office
820 Sibley Avenue N
Litchfield, MN 55355
Phone: (320) 693-7975

St. Cloud Office
2351 Connecticut Avenue
Ste. 110
Sartell, MN 56377
Phone: (320) 252-7565
Toll Free: (800) 862-1337



More Than a Half Million
Businesses Trust Paychex

PAYCHEX[®]
Small Business Solutions

Honored and Respected for Over 40 Years



- “Top 125 Training Organizations”
– *Training* magazine
- “World’s Most Admired Companies”
– *Fortune* magazine
- “World’s Most Ethical Companies”
– Ethisphere® Institute
- “Largest 401(k) Recordkeeper”
– *PlanSponsor* magazine
- “100 Largest Insurance Brokers in the U.S.”
– *Business Insurance* magazine
- The preferred payroll and retirement services provider for the AICPA Trusted Business AdvisorSM Program.

Why Outsource?

- Accuracy.
- Time savings.
- Peace of mind.

Why Paychex?

- Highly trained employees.
- Personalized 24/7 customer service.
- Compliance assistance with payroll and human resource matters.
- Preferred payroll and retirement services provider for the American Institute of Certified Public Accountants (AICPA).



Every year more than
8,000,000 penalties
are assessed because of
late or incorrect federal and
state payroll tax payments.

How It Works

- **Every pay period:**

You communicate your payroll hours and changes, online or to your payroll specialist, and Paychex processes your payroll.

- **Each deposit period:**

Paychex automatically deposits all payroll tax liabilities on your behalf.

- **On a quarterly basis:**

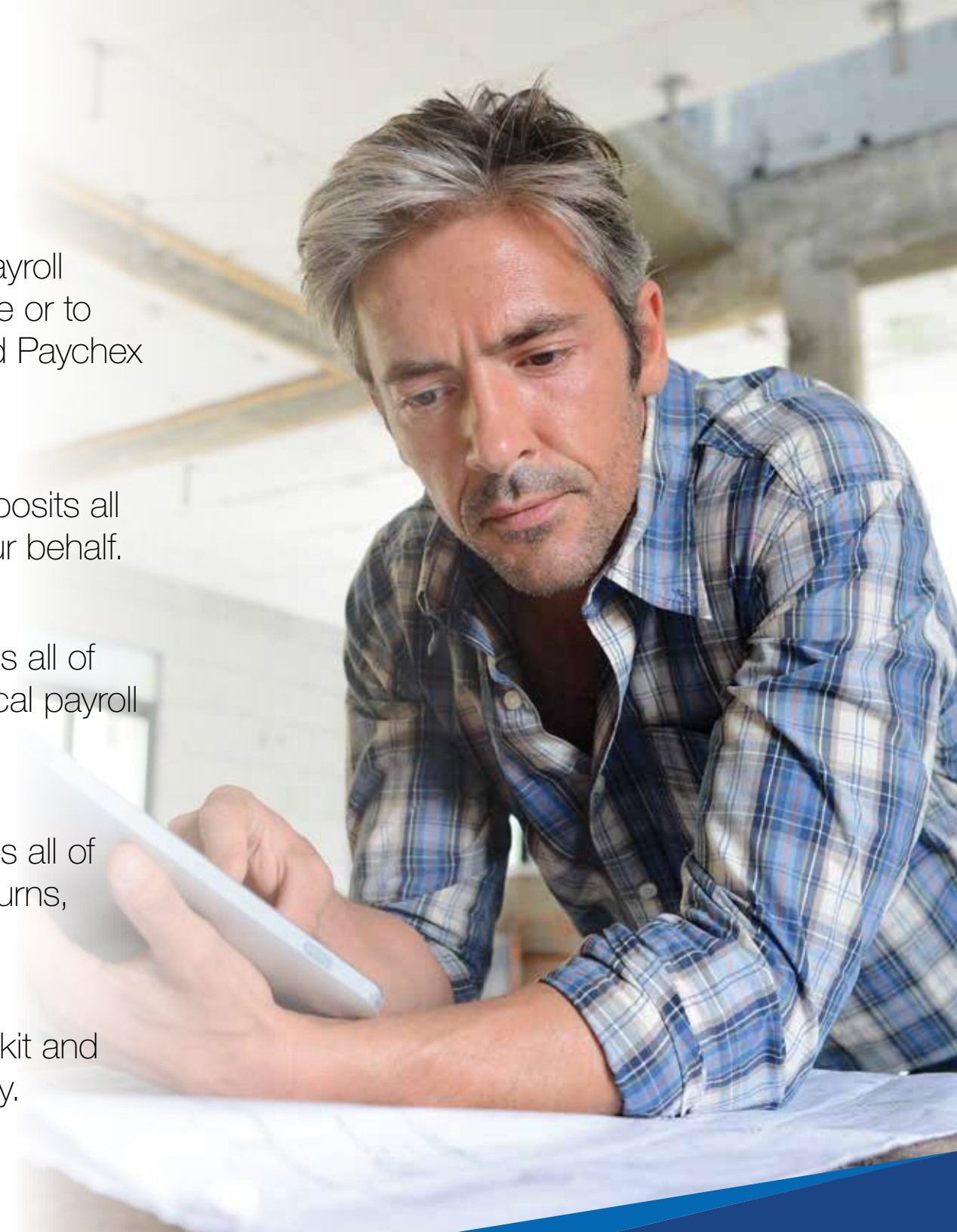
Paychex prepares and files all of your federal, state, and local payroll tax returns.

- **Once a year:**

Paychex prepares and files all of your annual payroll tax returns, including your W-2s.

- **Always available:**

Labor compliance poster kit and Paychex Online HR Library.



Who You'll Be Working With

Throughout our relationship, clients always have a dedicated contact.



Integrated Services



*Insurance sold and serviced by Paychex Insurance Agency, Inc., 150 Sawgrass Drive, Rochester, NY 14620. California license OC28207.

†COBRA Administration is offered through Paychex, Inc.

Online HR Library

The Paychex Online HR Library provides a resource that concentrates and organizes federal and state employee benefits information and news, human resources content, and in-depth reference materials.



Provided by hr360, Inc.

Simple, Automated Time Tracking

The easy to use, self-contained PST 1000 time clock can help:

- **Save Time.** Substantially reduce time spent preparing time sheets, audits, and reports.
- **Increase Payroll Accuracy.** Minimize or eliminate costly human error in time sheet preparation.
- **Lower Labor Costs.** Increase awareness of critical information so you can proactively control your most valuable and expensive resource.



Time and Labor Online integrates with payroll on Paychex Flex to:

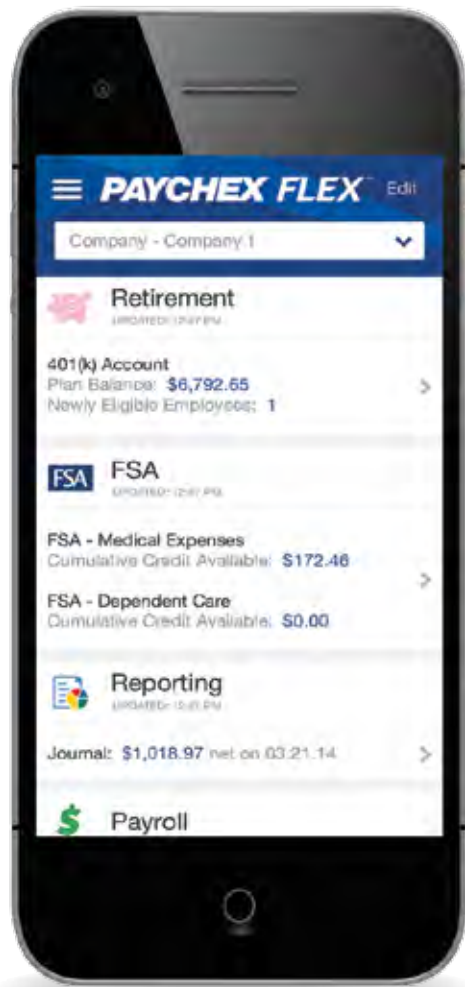
- **Simplify Management.** Manage employee hours, schedules, and time off requests online, anytime.
- **Control Costs.** Automated reports keep supervisors apprised of current labor activities.
- **Support Flexible Input Options.** Web-punch, badge swipe, or even a secure fingerprint scanner on the clock reader.

Save Time and Stay Connected with Paychex Flex Mobile Solutions

Access Paychex information 24/7, or start, edit, or submit your current payroll from anywhere.

Free Paychex Flex mobile* access for Paychex clients and their employees.

*iPhone®, iPad®, and Android™ devices.



Employer access to:

- Employee data.
- Payroll Journal and Cash Requirements reports.
- Retirement, insurance, and FSA administrator views.
- Employee contact list.

Employee access to:

- Check stubs and W-2s.
- Retirement balances with fund performance.
- Personal HR data and time-off balances.
- Insurance details and FSA activity.

Easy-to-Understand Payroll Reports

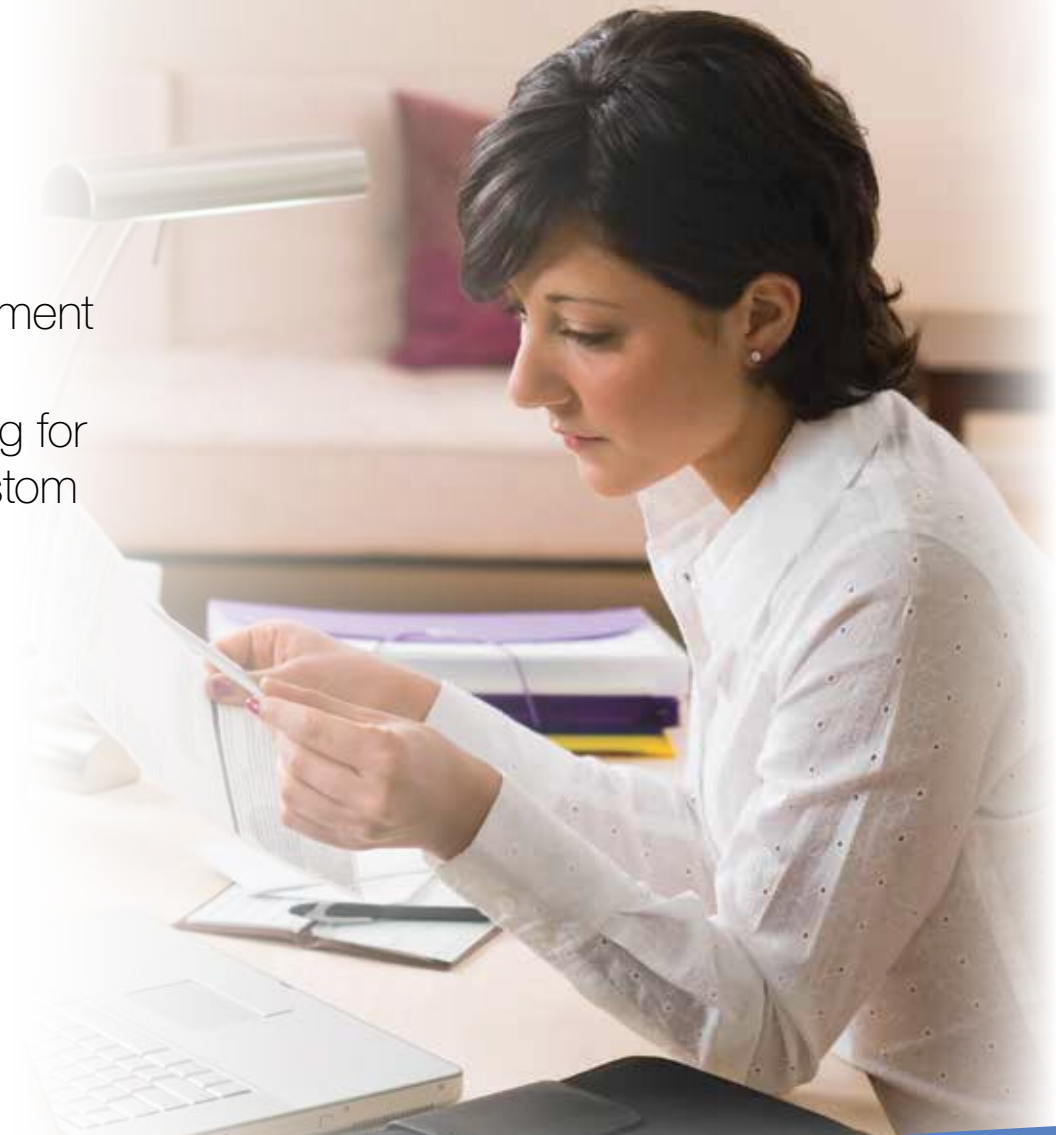
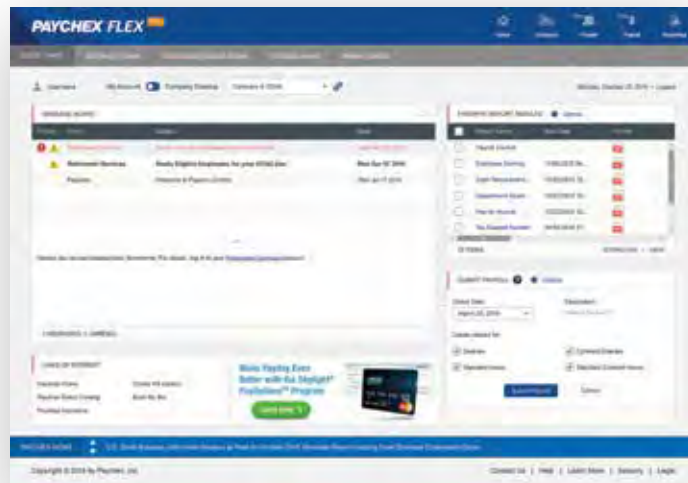
Standard Reports

Paychex includes a portfolio of reports that are popular with business owners and their accountants.

Paychex Report Center

With more than 140 Paychex reports available, you have 24/7 access to:

- Payroll reports, employee data, retirement plan summaries, and lots more.
- You can customize by date range, tag for quick future access, export, and custom build from scratch.



PAYCHEX®

0047 0900-4089 ABC Company

TIMESHEET

PERSONAL INFORMATION		RATE(S)	REGULAR HOURS	OVERTIME HOURS	OTHER (Indicate Hours or \$)	EARNINGS (E) / DEDUCTIONS (D)	YEAR TO DATE
**** 100 OFFICE Pray, Ashley ID: 1 / Soc Sec #: xxx-xx-8194 Birth 08/24/67 Hire 08/17/12 Single 0/OH: Single 0 (SUI:OH)		11.2500/Hour	80 Regular		Items displayed are customizable.	(D) Garnishment: \$25.00	\$50.00
Webster, Catherine ID: 3 / Soc Sec#: xxx-xx-1820 Birth 05/25/52 Hire 08/17/12 Single 0/OH: Single 0 (SUI:OH)		800.00/Pay period	Pay Salary			(D) 401K EE: 6.00% (E) 401K ER: 3.00%	\$111.00 \$55.50
**** 200 PRODUCTION Shultz, Andrew ID: 2 / Soc Sec#: xxx-xx-8991 Birth 10/02/69 Hire 12/09/07 Single 0/OH: Single 0 (SUI:OH)		15.0000/Hour	80 Regular			(D) 401K EE: 6.00% (E) 401K ER: 3.00% (D) Garnishment: \$40.00	\$1,440.00 \$720.00 \$800.00
COMPANY TOTALS Next Payroll Appointment Day: 10/06/13 Time: 3:30 PM EST Specialist: Craig		Wks Worked 40 Bi-weekly Net Pay DD YTD Hours Used: Sick 8.00/Vac 88.00 YTD Wages & Tips 24,000.00	YTD hours for sick and vacation time.				
Branch Information Phone: (216) 555-1800 Fax: (216) 555-5922 Specialist at ext. 3278							

Next scheduled
payroll call.

Paycheck and Earnings Statement | Provides full pay details, including current payroll and year-to-date information.

Available 24/7 through
Employee Access Online.

THE FACE OF THIS DOCUMENT CONTAINS MICROPRINTING • THE BACKGROUND COLOR CHANGES GRADUALLY AND EVENLY FROM DARKER TO LIGHTER WITH THE DARKER AREA AT THE TOP

ABC COMPANY
211 WASHINGTON AVENUE
ANYCITY ST 12345

0900-4089
200 Production

09/25/2013
DATE

102
CHECK NO.

PAY TO THE
ORDER OF

ANDREW SHULTZ
736 STEEL AVENUE
ANYCITY ST 12345

Total Net Direct Deposit(s)
****\$818.47**
AMOUNT

VOID THIS IS NOT A CHECK DOLLARS

NON-NEGOTIABLE

AUTHORIZED SIGNATURE(S)

TO VERIFY AUTHENTICITY OF THIS DOCUMENT, THE BACK CONTAINS HEAT SENSITIVE INK THAT CHANGES FROM BLUE TO CLEAR AND ALSO CONTAINS AN ARTIFICIAL WATERMARK WHICH CAN BE VIEWED WHEN HELD AT AN ANGLE

FOLD AND REMOVE

FOLD AND REMOVE

PERSONAL AND CHECK INFORMATION			EARNINGS	DESCRIPTION	HOURS	RATE	THIS PERIOD (\$)	YTD HOURS	YTD (\$)
Andrew Shultz				Regular	64.00	15.0000	960.00	1464.00	21960.00
736 Steel Avenue				Holiday	8.00	15.0000	120.00	40.00	600.00
Anycity, ST 12345				Sick				8.00	120.00
Soc Sec #: xxx-xx-8991 Employee ID: 2				Vacation	8.00	15.0000	120.00	88.00	1320.00
Home Department: 200 Production				EARNINGS	80.00		1200.00	1600.00	24000.00
Pay Period: 08/31/13 to 09/13/13			WITHHOLDINGS	DESCRIPTION	FILING STATUS		THIS PERIOD (\$)		YTD (\$)
Check Date: 09/25/13 Check #: 102				Social Security			74.40		1488.00
NET PAY ALLOCATIONS				Medicare			17.40		348.00
DESCRIPTION THIS PERIOD (\$) YTD (\$)				Fed Income Tax	S 0		145.95		2919.00
Check Amount				ST Income Tax	0		31.78		635.60
Chkg 3395				TOTAL			269.53		5390.60
Chkg 3396			DEDUCTIONS	DESCRIPTION			THIS PERIOD (\$)		YTD (\$)
NET PAY 818.47 16369.40				401K EE			72.00		1440.00
TIME OFF (Based on Policy Year)				Garnishment			40.00		800.00
DESCRIPTION AMT TAKEN AVAIL BAL				TOTAL			112.00		2240.00
Vacation									
Sick									

40004 (R-8)

Payrolls by Paychex, Inc.

PAYROLL JOURNAL

0047 0900-4089 ABC Company

EMPLOYEE NAME ID	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS					WITHHOLDINGS	DEDUCTIONS	NET PAY ALLOCATIONS
	DESCRIPTION	RATE	HOURS	EARNINGS	REIMB & OTHER PAYMENTS			
**** 100 OFFICE								
Pray, Ashley 1	Regular	11 2500	72 00	810 00		Social Security 58 42	Garnishment 25 00	Readychex Ck # 1204000002
	Overtime	16 8750	2 50	42 19		Medicare 13 66		Check Amt 716 44
	Holiday	11 2500	8 00	90 00		Fed Income Tax 107 28		
						ST Income Tax 21 39		
	EMPLOYEE TOTAL		82 50	942 19		200 75	25 00	Net Pay 716 44
Webster, Catherine 3	Regular			800 00		Social Security 65 10	401K EE 63 00	Direct Deposit # 103
	Bonus			250 00		Medicare 15 23		Check Amt 0 00
						Fed Income Tax 114 00		Chkg 2610 769 47
						ST Income Tax 23 20		
	EMPLOYEE TOTAL			1,050 00		217 53	63 00	Net Pay 769 47
**** 200 PRODUCTION								
Shultz, Andrew 2	Regular	15 0000	64 00	960 00		Social Security 74 40	401K EE 72 00	Direct Deposit # 102
	Holiday	15 0000	8 00	120 00		Medicare 17 40	Garnishment 40 00	Check Amt 0 00
	Vacation	15 0000	8 00	120 00		Fed Income Tax 145 95		Chkg 3395 793 47
						ST Income Tax 31 78		Chkg 3396 25 00
	EMPLOYEE TOTAL		80 00	1,200 00		269 53	112 00	Net Pay 818 47
COMPANY TOTALS 3 Person(s) 3 Transaction(s)	Regular		136 00	2,570 00		Social Security 197 92	401K EE 135 00	Check Amt 716 44
	Overtime		2 50	42 19		Medicare 46 29	Garnishment 65 00	Dir Dep 1,587 94
	Bonus			250 00		Fed Income Tax 367 23		
	Holiday		16 00	210 00		ST Income Tax 76 37		
	Vacation		8 00	120 00				
	COMPANY TOTAL		162 50	3,192 19		687 81	200 00	Net Pay 2,304 38
						Employer Liabilities		
						Social Security 197 92		
						Medicare 46 29		
						Fed Unemploy 25 54		
						ST Unemploy 86 19		
						TOTAL EMPLOYER LIABILITY 355 94		
						TOTAL TAX LIABILITY 1043 75		

Deductions
at a glance.

Employee's total
gross-to-net.

Company total
gross-to-net.

Department Summary | Assists with bookkeeping tasks.

40005 (R-6)

Payrolls by Paychex, Inc.

DEPARTMENT SUMMARY

Report can be customized.

0047 0900-4089 ABC Company

HOURS							EARNINGS									
CHECK DATE	REG	OT	VAC	HOL	SICK	ALL OTHER HOURS	REG	OT	VAC	HOL	SICK	BONUS	COMM	ALL OTHER EARNINGS	TOTAL	
**** 100 OFFICE																
09/11/13	80.00	Per-pay-period, MTD, QTD, and YTD.					1,700.00								1,700.00	
09/25/13	72.00						1,610.00	42.19		90.00	250.00		1,992.19			
MTD (SEP)	152.00						2.50		8.00	3,310.00	42.19		90.00	250.00		3,692.19
QTD (Q3)	152.00						2.50		8.00	3,310.00	42.19		90.00	250.00		3,692.19
YTD (2013)	152.00						2.50		8.00	3,310.00	42.19		90.00	250.00		3,692.19
**** 200 PRODUCTION																
09/11/13	80.00						1,200.00								1,200.00	
09/25/13	64.00		8.00	8.00			960.00		120.00	120.00					1,200.00	
MTD (SEP)	144.00		8.00	8.00			2,160.00		120.00	120.00					2,400.00	
QTD (Q3)	536.00		8.00	16.00			8,040.00		120.00	240.00					8,400.00	
YTD (2013)	1,464.00		88.00	40.00	8.00		21,960.00		1,320.00	600.00	120.00				24,000.00	
**** ALL ORGANIZATIONAL UNITS																
09/11/13	160.00						2,900.00								2,900.00	
09/25/13	136.00	2.50	8.00	16.00			2,570.00	42.19	120.00	210.00		250.00			3,192.19	
MTD (SEP)	296.00	2.50	8.00	16.00			5,470.00	42.19	120.00	210.00		250.00			6,092.19	
QTD (Q3)	688.00	2.50	8.00	24.00			11,350.00	42.19	120.00	330.00		250.00			12,092.19	
YTD (2013)	1,616.00	2.50	88.00	48.00	8.00		25,270.00	42.19	1,320.00	690.00	120.00	250.00			27,692.19	
REIMBURSEMENTS & OTHER PAYMENTS						OTHER ITEMS (DO NOT INCREASE NET PAY)										
CHECK DATE	EXP REIMB	1099-MISC	OWNER DRAW	TOTAL	401K ER											
09/11/13					60.00											
09/25/13					67.50											
MTD (SEP)					127.50											
QTD (Q3)					307.50											
YTD (2013)					775.50											
EMPLOYEE WITHHOLDINGS																
CHECK DATE	SOC SEC	MEDICARE	FED INCOME TAX	STATE INCOME TAX	LOCAL INCOME TAX		LOCAL INCOME TAX		LOCAL INCOME TAX		ALL OTHER WITHHOLDINGS			TOTAL		
09/11/13	179.80	42.05	325.65	ST 65.49										612.99		
09/25/13	197.92	46.29	367.23	ST 76.37										687.81		
MTD (SEP)	377.72	88.34	692.88	ST 141.86										1,300.80		
QTD (Q3)	749.72	175.34	1,422.63	ALL 300.76										2,648.45		
YTD (2013)	1,716.92	401.54	3,319.98	ALL 713.90										6,152.34		
EMPLOYEE DEDUCTIONS																
CHECK DATE	401K EE GARNISHMENT													ALL OTHER DEDUCTIONS	TOTAL	
09/11/13	120.00													65.00	185.00	
09/25/13	135.00													65.00	200.00	
MTD (SEP)	255.00													130.00	385.00	
QTD (Q3)	615.00													330.00	945.00	
YTD (2013)	1551.00													850.00	2401.00	
EMPLOYER LIABILITIES										FEDERAL LIABILITY		NET PAY				
CHECK DATE	SOC SEC	MEDICARE	FED UNEMPLOY	STATE UNEMPLOYMENT	SUI RATE	ALL OTHER LIABILITIES			TOTAL	CHECK DATE	TOTAL 941 TAX LIABILITY					
09/11/13	179.80	42.05	23.20	ST 78.30	2.7%				323.35	09/11/13	769.35	2,102.01				
09/25/13	197.92	46.29	25.54	ST 86.19	2.7%				355.94	09/25/13	855.65	2,304.38				
MTD (SEP)	377.72	88.34	48.74	ST 164.49					679.29	MTD (SEP)	1,625.00	4,406.39				
QTD (Q3)	749.72	175.34	96.74	ALL 326.49					1,348.29	QTD (Q3)	3,272.75	8,498.74				

40005 (R-6)

Payrolls by Paychex, Inc.

0047 0900-4089 ABC Company

GENERAL LEDGER REPORT BY CHECK DATE

DESCRIPTION		GENERAL LEDGER ACCOUNT NUMBER	THIS PERIOD		MONTH TO DATE	
			DEBIT	CREDIT	DEBIT	CREDIT
EARNINGS						
EARNINGS			3,192.19		6,092.19	
TOTAL EARNINGS			3,192.19		6,092.19	
EMPLOYEE WITHHOLDINGS						
SOCIAL SECURITY				197.92		377.72
MEDICARE				46.29		88.34
FED INCOME TAX				367.23		692.88
ST INCOME TAX				76.37		141.86
TOTAL EMPLOYEE WITHHOLDINGS PAID BY PAYCHEX®				687.81		1,300.80
DEDUCTIONS						
401K EE				135.00		255.00
GARNISHMENT				65.00		130.00
TOTAL DEDUCTIONS				200.00		385.00
NET PAYROLL						
DIRECT DEPOSIT				1,587.94		3,090.07
NON-DIRECT DEPOSIT				716.44		1,316.32
TOTAL NET PAYROLL				2,304.38		4,406.39
EMPLOYER PAID TAX LIABILITIES						
EMPLOYER TAX EXPENSES			355.94		679.29	
SOCIAL SECURITY				197.92		377.72
MEDICARE				46.29		88.34
FED UNEMPLOY				25.54		48.74
ST UNEMPLOY				86.19		164.49
TOTAL EMPLOYER PAID TAX LIABILITIES PAID BY PAYCHEX®			355.94	355.94	679.29	679.29
EMPLOYER PAID BENEFITS						
BENEFIT EXPENSES			99.42		188.42	
401K ER				67.50		127.50
PAYCHEX WORKERS' COMPENSATION PAYMENT SERVICE				31.92		60.92
TOTAL EMPLOYER PAID BENEFITS			99.42	99.42	188.42	188.42
TOTALS			3,647.55	3,647.55	6,959.90	6,959.90

Detailed
payroll
analysis.

Current
per-pay-period
and MTD debits
and credits.

PAYCHEX

Cash Requirements | Record of cash required for payroll.

40005 (R-6)

Payrolls by Paychex, Inc.

0047 0900-4089 ABC Company

CASH REQUIREMENTS

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR ELECTRONIC FUNDS TRANSFERS (EFT) FOR CHECK DATE 09/25/13: \$3,703.53

Cash required for payroll.

TRANSACTION SUMMARY

SUMMARY BY TRANSACTION TYPE -

TOTAL ELECTRONIC FUNDS TRANSFER (EFT)

CASH REQUIRED FOR NEGOTIABLE CHECKS &/OR EFT

3,703.53

3,703.53

TRANSACTION DETAIL

Transaction details.

ELECTRONIC FUNDS TRANSFER

Institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.

TRANSACTION DATE	BANK NAME	ACCOUNT NUMBER	PRODUCT	DESCRIPTION	TOTAL
09/24/13	CITIZENS BANK, NA	xxxxx6839	Direct Deposit	Net Pay Allocations	1,587.94
09/24/13	CITIZENS BANK, NA	xxxxx6839	Readychex®	Check Amounts	716.44
09/24/13	CITIZENS BANK, NA	xxxxx6839	Garnishment Payment	Employee Deductions	65.00
					2,369.38
				EFT FOR 09/24/13	2,369.38
09/25/13	CITIZENS BANK, NA	xxxxx6839	Taxpay®	Employee Withholdings	
				Social Security	197.92
				Medicare	46.29
				Fed Income Tax	367.23
				ST Income Tax	76.37
				Total Withholdings	687.81
				Employer Liabilities	
				Social Security	197.92
				Medicare	46.29
				Fed Unemploy	25.54
				ST Unemploy	86.19
				Total Liabilities	355.94
				Liabilities from prior payrolls (for new Taxpay clients)	
				Fed Unemploy	55.98
				Additional Liabilities	55.98
					1,099.73
09/25/13	Refer to your HRS Agreement/Account		401(k) Traditional	401K EE	135.00
				401K ER	67.50
					202.50
09/25/13	CITIZENS BANK, NA	xxxxx6839	Workers' Comp	Premium	31.92
					31.92
				EFT FOR 09/25/13	1,334.15
				TOTAL EFT	3,703.53

PAYCHEX WILL MAKE THESE TAX DEPOSIT(S) ON YOUR BEHALF - This information serves as a record of payment.

DUE DATE	DESCRIPTION	
10/01/13	FED IT PMT Group	855.65
10/01/13	ST Income Tax	76.37

16

New Hire/Rehire Confirmation | Compliance with the Department of Labor.

PAYCHEX®

0047 0900-4089 ABC Company

NEW HIRE REHIRE REPORTING CONFIRMATION

ID	EMPLOYEE	ADDRESS	SOCIAL SECURITY NUMBER	BIRTH DATE	HIRE DATE	FIRST DAY WORKED
EMPLOYEES FILED ON YOUR BEHALF * * * DO NOT FILE * * *						
* * * * STATE (Income Tax ID #: 51-123456 7, Unemployment Tax ID #: 1234567-89-1)						
4	Harris, Wayne	520 Whippleton Road	Anycity, ST 12345	758-32-1812	11/12/72	09/14/13
1 Person(s)						

Retirement Plan Summary | Participant information for your 401(k) provider.

PAYCHEX®

0047 0900-4089 ABC Company

RETIREMENT PLAN SUMMARY - 401(k)

PARTICIPANT INFORMATION											
EMPLOYEE INFORMATION		HOURS TOTAL	EARNINGS TOTAL*	EMPLOYEE PRE-TAX				TOTAL EMPLOYER CONTRIBUTION	Employer contributions.		
Webster, Catherine 9919 Heath Avenue Apt 12 Anycity, ST 12345 Per-pay-period, MTD, QTD, and YTD information.	This Period		1050.00	63.00	Pretax deductions.			31.50			
	MTD (SEP)		1850.00	111.00				55.50			
	QTD (Q3)		1850.00	111.00				55.50			
	YTD (2013)		1850.00	111.00				55.50			
	Gender: Female Birth Date: 05/25/52 Hire Date: 08/17/12 Pay Freq: Bi-weekly Salaried: Yes(Annual Wage: \$20,800.00) Last Check Date: 09/25/13 Employee Recurring Amount(s): Pre-tax = 6.00%										
Shultz, Andrew 736 Steel Avenue Anycity, ST 12345 SSN: xxx-xx-8991 ID: 2	This Period		1200.00	Pretax deduction percentage.			36.00				
	MTD (SEP)		2400.00				72.00				
	QTD (Q3)		8400.00				252.00				
	YTD (2013)		24000.00				720.00				
	Gender: Male Birth Date: 10/02/69 Hire Date: 12/09/07 Pay Freq: Bi-weekly Salaried: No(Annual Wage: \$31,200.00) Last Check Date: 09/25/13 Employee Recurring Amount(s): Pre-tax = 6.00%										
401(k) TOTALS 2 Participant(s)	This Period		2250.00	135.00				67.50			
	MTD (SEP)		4250.00	255.00				127.50			
	QTD (Q3)		10250.00	615.00				307.50			
	YTD (2013)		25850.00	1551.00				775.50			

PAYCHEX®

0047 0900-4089 ABC Company

WORKERS' COMPENSATION PAYMENT SERVICE REPORT

POLICY # WCPYMT091208				MONTH OF SEPTEMBER, 2013						POLICY DATES 10/01/12 - 10/01/13			
EMP ID	SOC SEC #	EMPLOYEE NAME	CHECK DATE	REGULAR HOURS	REGULAR WAGES	OVERTIME HOURS	OVERTIME WAGES	OTHER WAGES	DISABILITY PAYMENTS	TOTAL WAGES	EXCLUDED OVERTIME	EXCLUDED WAGES	SUBJECT WAGES
EMPLOYEE DETAIL - STATE													
CLASSIFICATION CODE 1311 ST ALL EMPLOYEES													
1	xxx-xx-8194	Pray, Ashley	09/11	80.00	900.00	0.00	0.00	0.00	0.00	900.00	0.00	0.00	900.00
			09/25	80.00	900.00	2.50	42.19	0.00	0.00	942.19	0.83	14.06	928.13
2	xxx-xx-8991	Shultz, Andrew	09/11	80.00	1,200.00	0.00	0.00	36.00	0.00	1,236.00	0.00	36.00	1,200.00
			09/25	80.00	1,200.00	0.00	0.00	36.00	0.00	1,236.00	0.00	36.00	1,200.00
3	xxx-xx-1820	Webster, Catherine	09/11	0.00	800.00	0.00	0.00	24.00	0.00	824.00	0.00	24.00	800.00
			09/25	0.00	800.00	0.00	0.00	281.50	0.00	1,081.50	0.00	31.50	1,050.00
CLASSIFICATION 1311 ST TOTAL				320.00	5,800.00	2.50	42.19	377.50	0.00	6,219.69	0.00	127.50	6,078.13
STATE TOTAL				320.00	5,800.00	2.50	42.19	377.50	0.00	6,219.69	0.00	127.50	6,078.13

Wages subject to workers' compensation insurance.

PAYCHEX®

0047 0900-4089 ABC Company

WORKERS' COMPENSATION PAYMENT SERVICE REPORT

Premium information.

POLICY # WCPYMT091208		MONTH OF SEPTEMBER, 2013					POLICY DATES 10/01/12 - 10/01/13	
WC CODE		TOTAL WAGES	EXCLUDED OVERTIME	EXCLUDED WAGES	SUBJECT WAGES	COMPOSITE RATE	MONTH TO DATE PREMIUM	POLICY TO DATE PREMIUM
SUMMARY - STATE								
1311 ST	ALL EMPLOYEES	6,219.69	0.00	127.50	6,092.19	1.00/\$100	60.92	372.92
	STATE TOTAL	6,219.69	0.00	127.50	6,092.19		60.92	372.92

Labor Distribution

PAYCHEX

Service Location: D062 0946-2111 Sample Training Corporation

LABOR DISTRIBUTION REPORT

HOURS,EARNINGS,REIMBURSEMENTS & OTHER PAYMENTS						EMPLOYER EXPENSES			TOTAL	EMPLOYEE WITHHOLDINGS & DEDUCTIONS
DESCRIPTION	RATE	HOURS	EARNINGS	REIMB & OTHER PAYMENTS	TOTAL	DESCRIPTION	TAXES	WORKERS' COMP & OTHER ITEMS	EMPLOYER PAYROLL EXPENSE	
PLUMBER EAST (Company/99 East)										
D'AMBRA, GERALD (ID: 490)										
Salary	22.2500	15.00	333.75			ER Federal Taxes	27.53			EE Federal Taxes 80.91
						ER State Taxes	13.68			EE State Taxes 16.94
D'AMBRA, GERALD TOTAL		15.00	333.75		333.75		41.21		374.96	97.85
PLUMBER EAST (Company/99 East)										
Salary	22.2500					R Federal Taxes	27.53			EE Federal Taxes 80.91
						R State Taxes	13.68			EE State Taxes 16.94
PLUMBER EAST TOTAL							41.21		374.96	97.85
						% OF TOTAL ER PAYROLL EXPENSE			5.00 %	
PLUMBER WEST (Company/88 West)										
D'AMBRA, GERALD (ID: 490)										
Salary	22.2500					R Federal Taxes	59.66			EE Federal Taxes 175.29
Overtime	33.3750					R State Taxes	29.65			EE State Taxes 36.70
D'AMBRA, GERALD TOTAL		30.00	723.13		723.13		89.31		812.44	211.99
PLUMBER WEST (Company/88 West) TOTALS 1 Person(s)										
Salary	22.2500	25.00	556.25			ER Federal Taxes	59.66			EE Federal Taxes 175.29
Overtime	33.3750	5.00	166.88			ER State Taxes	29.65			EE State Taxes 36.70
PLUMBER WEST TOTAL		30.00	723.13		723.13		89.31		812.44	211.99
						% OF TOTAL ER PAYROLL EXPENSE			11.00 %	

Separate an employee's payroll and employer taxes across multiple distributions for the true labor cost of a particular department.

Separate an employee's payroll and employer taxes across multiple distributions for the true labor cost of a particular department.

Job Costing

PAYCHEX

Service Location: 0052 0946-2111 Sample Training Corporation

JOB COSTING REPORT

(Requested Period End Dates 12/05/13 - 12/05/13)

HOURS,EARNINGS,REIMBURSEMENTS & OTHER PAYMENTS						EMPLOYER EXPENSES			TOTAL	EMPLOYEE WITHHOLDINGS & DEDUCTIONS
DESCRIPTION	RATE	HOURS	EARNINGS	REIMB & OTHER PAYMENTS	TOTAL	DESCRIPTION	TAXES	WORKERS' COMP & OTHER ITEMS	EMPLOYER PAYROLL EXPENSE	
High School (High School addition) TOTALS 1 Person(s) (Cont.)						% OF TOTAL ER PAYROLL EXPENSE			8.00 %	
Main St (Main St office bldg)										
CURLEY, EDDIE (ID: 550)										
Hourly	28.5000	20.00	570.00			ER Federal Taxes	47.02		EE Federal Taxes	141.66
						ER State Taxes	23.37		EE State Taxes	29.50
CURLEY, EDDIE TOTAL		20.00	570.00		570.00		70.39		640.39	171.16
CUTTER, WENDI L (ID: 510)										
Salary	21.7500	20.00	435.00			ER Federal Taxes			EE Federal Taxes	97.60
						ER State Taxes			EE State Taxes	20.60
CUTTER, WENDI L TOTAL		20.00	435.00		435.00				468.73	118.40
Main St (Main St office bldg) TOTALS 2 Person(s)										
Hourly	28.5000	20.00	570.00			ER Federal Taxes	82.91		EE Federal Taxes	239.26
Salary	21.7500	20.00	435.00			ER State Taxes	41.21		EE State Taxes	50.30
MAIN ST TOTAL		40.00	1005.00		1005.00		124.12		1129.12	289.56
						% OF TOTAL ER PAYROLL EXPENSE			15.00 %	
Valley View (Valley View Apts)										

Track total payroll expenses by job.

Track total payroll expenses by job.

Employee Earnings Record | Assists in completing workers' comp, disability, and unemployment claims.

EMPLOYEE EARNINGS RECORD

(Check Dates 01/02/2013 - 09/25/2013)

0047 0900-4089 ABC Company

CHECK DATE	HOURS, EARNINGS, REIMBURSEMENTS & OTHER PAYMENTS							WITHHOLDINGS				DEDUCTIONS				NET PAY
	DESCR	REGULAR HOURS	OVERTIME HOURS	REGULAR AMOUNT	OVERTIME AMOUNT	TOTAL EARNINGS	REIMB & OTHER PAYMENTS	SOC SEC + MED	FEDERAL TAX	STATE TAX		401K EE	GARNISHMENT			
01/02	Regular	80.00		1200.00		1200.00		91.80	145.95	31.78		72.00	40.00			818.47
01/16	Regular	64.00		960.00		1200.00		91.80	145.95	31.78		72.00	40.00			818.47
	Holiday	16.00		240.00												
01/30	Regular	80.00		1200.00		1200.00		91.80	145.95	31.78		72.00	40.00			818.47
02/13	Vacation	80.00		1200.00		1200.00		91.80	145.95	31.78		72.00	40.00			818.47
02/27	Regular	80.00		1200.00		1200.00		91.80	145.95	31.78		72.00	40.00			818.47
03/12	Regular	80.00		1200.00		1200.00		91.80	145.95	31.78		72.00	40.00			818.47
03/26	Regular			1080.00		1200.00		91.80	145.95	31.78		72.00	40.00			
	Sick			120.00												
QTR 1				8400.00		8400.00		S 520.80 M 121.80	1021.65	ST 222.46		504.00	280.00			
04/09	Regular	80.00		1200.00		1200.00		91.80	145.95	31.78		72.00	40.00			
04/23	Regular	80.00		1200.00		1200.00		91.80	145.95	31.78		72.00	40.00			
05/07	Regular	80.00		1200.00		1200.00		91.80	145.95	31.78		72.00	40.00			
05/21	Regular	80.00		1200.00		1200.00		91.80	145.95	31.78		72.00	40.00			
06/04	Regular	80.00		1200.00		1200.00		91.80	145.95	31.78		72.00	40.00			
06/18	Regular	72.00		1080.00		1200.00		91.80	145.95	31.78		72.00	40.00			
	Holiday	8.00		120.00												
QTR 2		480.00		7200.00		7200.00		S 446.40 M 104.40	875.70	ST 190.68		432.00	240.00			
07/02	Regular	80.00		1200.00		1200.00		91.80	145.95	31.78		72.00	40.00			
07/16	Regular	72.00		1080.00		1200.00		91.80	145.95	31.78		72.00	40.00			
	Holiday	8.00		120.00												
07/30	Regular	80.00		1200.00		1200.00		91.80	145.95	31.78		72.00	40.00			
08/13	Regular	80.00		1200.00		1200.00		91.80	145.95	31.78		72.00	40.00			
08/27	Regular	80.00		1200.00		1200.00		91.80	145.95	31.78		72.00	40.00			
09/11	Regular	80.00		1200.00		1200.00		91.80	145.95	31.78		72.00	40.00			
09/25	Regular	64.00		960.00		1200.00		91.80	145.95	31.78		72.00	40.00			
	Holiday	8.00		120.00												
	Vacation	8.00		120.00												
QTR 3		560.00		8400.00		8400.00		S 520.80 M 121.80	1021.65	ST 222.46		504.00	280.00			5729.29
YTD 2013		1600.00		24000.00		24000.00		S 1488.00 M 348.00	2919.00	ST 635.60		1440.00	800.00			16369.40
	YTD HOURS PAID		HOLIDAY 40.00	SEVERANCE	SICK 8.00	SICK QUAL	VACATION 88.00									
	YTD EARNINGS PAID		600.00		120.00		1320.00									

Per-pay-period, QTD, and YTD amounts.

- 24/7 online access through Report Center.
- Customizable date ranges.
- Provides a detailed wage history gross-to-net.
- One employee per page wage history.
- Quick records for employee loan/mortgage applications.
- Year-at-a-glance sick and vacation totals.

Personnel information.

Shultz, Andrew
Soc Sec #: xxx-xx-8991
736 Steel Avenue
Anycity, ST 12345

Gender: Male
Birthdate: 10/02/1969
Hire Date: 12/09/2007
Inactive Date:
Rehire Date:

Term Date:
Pay Frequency: Bi-weekly
Standard Hrs: 80
Rate 1 / Salary: 15.00/Hour

Last Raise Date:

Withholding Method:

Earnings:
401K ER

Federal: Single, 0
ST: 0

3.00% of all earnings; Every Pay

Deductions:
401K EE
Garnishment
6.00% of all earnings; Every Pay
\$40.00; Every Pay Period

We Do It All!

Quarterly

- 941s
- State
- Local

Annually

- W-2s
- W-3
- 940
- 1099s
- 1096

We balance back to January to ensure W-2s are accurate.

The image displays a collection of IRS tax forms, including:

- Form 941 for 2014: Employer's QUARTERLY Federal Tax Return** (OMB No. 1545-0046)
- Form 940 for 2014: Employer's Annual Federal Unemployment (FUTA) Tax Return** (OMB No. 1545-0048)
- Form W-2 Wage and Tax Statement** (OMB No. 1545-0047)
- Form 1099-MISC** (OMB No. 1545-0047)
- Form 1096 Annual Summary and Transmittal of U.S. Information Returns** (OMB No. 1545-0047)

Getting Started Is As Easy As One, Two, Three!

Simply furnish the following:

1 Federal ID number.

2 Voided check.

3 Employee and
company information.



Paychex Has The Solution

Payroll

Paychex payroll services provide a comprehensive business solution that is accurate, confidential, and affordable. Payroll capabilities include:

- **Taxpay®.**
Automatic federal, state, and most local payroll tax depositing and tax return filing.
- **Employee Pay Options.**
Paper checks, check signing, direct deposit, and debit cards. Insertion of checks into security envelopes.
- **New-Hire Reporting.**
Meets reporting requirements for new and rehired employees.
- **General Ledger Service.**
Links payroll data to popular accounting software.
- **Garnishment Payment Service.**
Automatic, electronic deduction and remittance of garnished wages.
- **Time-Off Accrual Reporting.**
Simplify tracking time off for you and your employees.
- **Labor Distribution and Job Costing.**
Helps determine your total expenses per department or job.
- **Paychex Report Center.**
One location for over 140 reports. You can customize date ranges and export for use in other applications.¹
- **Payroll on Paychex Flex.**
Web-based payroll application that is safe, easy, and secure, with 24/7 convenience.²
- **Employee Access Online.**
Easy and convenient access to check stubs, W-2s, and personal and payroll information.¹
- **Paychex Flex Mobile Solutions.**
Stay connected 24/7 with access to Paychex Flex applications on your smartphone or tablet.

- **Labor Compliance Poster Kit.**

Printed or electronic version.

- **Paychex Online HR Library.**

Provides access to personnel forms and a library of employment information.

Time and Labor Solutions

From time clocks, and biometric terminals to a complete Web-based time and attendance system, our solutions help you improve productivity, increase payroll accuracy, and reduce costs.

State Unemployment Insurance Service

We provide administrative services, a management report, and assistance to help you manage your unemployment tax.

Human Resource Services

We can help administer everyday HR matters, from employee handbooks and management procedures manuals, to retirement plan administration integrated with payroll. Our offerings include:

Employee Handbook

A handbook can be the cornerstone of your employee relations program. Clients work with an HR specialist to customize their handbook to their business needs.

HR Essentials

Where do you turn when employee management becomes overwhelming? Paychex HR Essentials can be your go-to resource for solutions that address your changing employee management needs.

HR Solutions

Paychex HR Solutions is your all-in-one HR department, offering dedicated local HR support throughout your business cycle, from employee management, to HR compliance, and safety programs.

Paychex PEO³

A professional employer organization is a popular way for businesses to outsource human resources, payroll, and employee benefits. Your business will receive your own local, dedicated HR professional to become your HR partner.

Retirement Plan Administration

401(k) plans are today's most popular way for individuals to invest in their retirement future. Paychex helps you build a plan to best fit your business.

Section 125 Plans

Leverage a Premium Only Plan (POP) or Flexible Spending Account (FSA) to use pre-tax dollars, lowering both employee and employer payroll taxes.

Paychex Insurance Agency⁴

Paychex Insurance Agency, Inc. goes beyond simply selling insurance. We partner with over 150 national insurance carriers to fit your benefit needs and budget.

Health Insurance and Administration

Our insurance solutions simplify the health insurance cycle including choosing the best plans, complying with the Affordable Care Act, enrollment, administration, and renewal.⁵

Workers' Compensation Insurance and Administration^{4,6}

Available exclusively for Paychex payroll clients, our payment service helps you stay on top of workers' comp costs. The service features per-pay-period billings based on actual wages paid, not estimates, helping improve your cash flow.

¹ Available on iPhone®, iPad®, and Android™ devices.

² Available on PC, Mac, Apple® iPad®, or Android™-powered tablets.

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- ❑ **Employee Access Online:** Give your employees easy and convenient access to their information through the Web or our free mobile app.
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- ❑ **Online HR Library:** Gain easy access to personnel forms and a library of employment information.
- ❑ **Report Center:** Gain new insight into your business with access to over 140 reports.
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1 in 15 Workers

is touched by Paychex payroll services every two weeks.

- (U.S. non-farm, private sector workers)

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- ☐ **Background Check Service:** Perform background checks on candidates quickly and easily.
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- ☐ **Custom Employee Handbook:** Reduce exposure to litigation with a professionally finished handbook customized with your company's policies and continually updated and legally reviewed.
- ☐ **Data Exports:** Export many reports into spreadsheets for importing into third-party software or manipulating data yourself.
- ☐ **Employee Screening Service:** Hire smarter with in-depth screening for positions that require additional qualifications and more targeted verifications.
- ☐ **Employer Shared Responsibility (ESR):** Stay compliant and up to date with the complex requirements of the Affordable Care Act.
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- ☐ **Paychex Accounting OnlineSM:** Manage your accounting with ease with our cloud-based program that makes it simple for you or your accountant to track expenses, send invoices, and manage finances.
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- Payroll checks and earnings statements.
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- Employee payment options: direct deposit, paycard, Readychex®, check signing, and check insertion.
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- Labor law poster with hard copy or electronic option, plus necessary updates. Website for information on HR news and issues in the workplace plus personnel forms.
- Online access and mobile apps for a smartphone or tablet.

Each Deposit Period

- We automatically deposit all tax liabilities on your behalf, including:
 - FICA, federal, FUTA.
 - State, SUI, disability, and local payroll taxes (if applicable).
 - For your records, a record of all deposits made.

On a Quarterly Basis

- We automatically prepare, file, and supply:
 - Federal and state payroll tax returns.
 - Local tax returns where applicable.
 - Copies of all filings for your records.
 - Detailed employee earnings records, custom date range capability.

Once a Year

- We automatically prepare, file, and supply:
 - Employer federal and state Forms W-2 with Form W-3 recap.
 - Form 940 Federal Unemployment Tax Return.
 - Employee Forms W-2/Forms 1099 in sealed envelopes.
 - Copies of all filings for your records.

**Every year, more than
8,000,000 penalties
are assessed because of
late or incorrect federal and
state payroll payments.**



Proposal for Services

Company Information

Company Name _____ E-Mail Address _____
Contact _____ CPA Name _____
Title _____ Payroll Frequency _____
Phone No. _____ No. of Employees _____

Processing Fee

\$ _____

- Payroll Processing *Included*
 - Taxpay® *Included*
 - Employee Pay Options *Included*
 - Paychex Report Center *Included*
 - Employee Access Online *Included*
 - New-Hire Reporting *Included*
 - General Ledger Report *Included*
 - Labor Poster Kit *Included*
 - Retirement Plan Summary Report *Included*
 - Online HR Library *Included*
- _____

Delivery Method

(online, courier, pickup, or mail)

\$ _____

Estimated Per-Pay-Period Total

\$ _____

Implementation Fee (One-time)

\$ _____

Annual Fee

\$ _____

Employee Form W-2/Form 1099

(\$ _____ Base + \$ _____ employee)

Proposal Presented on ____ / ____ / ____ .

Valid for _____ days.

Sales Representative _____

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	Employee Access®	•	•	•	•
	New Hire Reporting	•	•	•	•
	Payroll Delivery	•	•	•	•
	eTimecard	•	•	•	•
	Direct Deposit	•	•	•	•
	General Ledger Interface (GLI)	•	•	•	•
	Poster Compliance		•	•	•
	State Unemployment Insurance (SUI)		•	•	•
	Garnishment Payment Service		•	•	•
	Check Signing and Stuffing		•	•	•
	ADPCheck®		•	•	•
	ALINE Card by ADP®		•	•	•
People Management Features	Tip of the Week	•	•	•	•
	HR Newsletter	•	•	•	•
	State & Federal Resources	•	•	•	•
	HR Checkups	•	•	•	•
	HR Dictionary	•	•	•	•
	New Hire Paperwork	•	•	•	•
	Compliance Updates			•	•
	HR HelpDesk			•	•
	HR QuickAnswers			•	•
	HR Toolkits			•	•
	Compliance Database			•	•
	Background Checks			•	•
	Employee Handbook Wizard			•	•
	Job Description Wizard			•	•
	HR Forms and Documents			•	•
	HR Fundamentals Training			•	•
	ADP Hiring			•	•
	HR Tracking				•
	Alerts and Notifications				•
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Historical Perspective

Statutory Requirements

In 1976 the Minnesota State Legislature passed what is known as the Community Health Services Act (CHS) or also known as the Local Public Health Act, (MN Statute 145A). This legislation included definitions and criteria that restructured the public health system in Minnesota. One significant component of this legislation was the creation of a Community Health Board (CHB) serving as the local governing authority delegated by the Commissioner of Health. Requirements of CHBs were also identified in this legislation, including the requirement to serve a population of at least 30,000 and identify a Community Health Service (CHS) Administrator.

In order to meet requirements described in MN State Statute 145A, Commissioners of Meeker, McLeod and Sibley Counties entered into a joint powers agreement (JPA) in the early 1980s. This arrangement is commonly referred to as multi-county CHB. The legislation provided a provision for multi-county CHB to enter into delegation agreements with the individual county members that allow further delegation of CHB duties and responsibilities. The delegation agreements do not include delegation of the governing authority. These agreements vary among the state and must be approved by the Minnesota Commissioner of Health. The current delegation agreement for each of the counties was adopted by the Meeker-McLeod-Sibley (MMS) CHB in 2006.

The MN State Statute 145A also provides clarification of definitions. Often time the terms community health board (CHB) and community health services (CHS) are used interchangeably. The definition and difference of these definitions are listed below.

Community Health Board- governing body for local public health in Minnesota

Community Health Services-activities designed to protect and promote the health of the general population within a community health service area.

CHS Infrastructure

There have been a few administration models used in order to comply with statutory mandates. For example to comply with the CHS Administrator requirement, the role and subsequent responsibilities were assigned to a Public Health Director back in the 80's and 90's. Due to the increasing responsibilities and demands of the CHS Administrator role it was necessary to change the model to a contracted employee of the CHB. The most recent

change transitioned the CHS Administrator from a contracted position to an employee of the CHB, and utilizing the McLeod County classification and payroll systems.

Historically grant management and coordination for the CHB was also a contracted position and worked closely with the CHS Administrator and Public Health Directors. Due to state budget cuts this position was eliminated. The CHS then developed a team leader model for grant management and coordination. This model consists of identifying a staff member from each of the counties to work together as a team to implement the grant duties through a combined work plan, completing reports and other requirements of the grant. This model is still in place for a majority of the grants. Another option for grant management and coordination is being utilized that includes the CHB hiring staff to complete the duties for all three counties, i.e.: WIC Coordinator and Emergency Preparedness Coordinator.

Factors Prompting Discussion

In late 2014 the challenges and issues of CHS Administration, meeting statutory mandates and grant administration were becoming significant enough to prompt discussions and the need to identify solutions. Examples of the main contributing factors causing challenges and issues are listed below:

- McLeod County Public Health Director retires, creating an opportunity to discuss shared services model
- CHB employs staff through the McLeod County System
- Revisions to MN Statutes 145A in 2014
- Minnesota Counties Intergovernmental Trust (MCIT) presented information on joint powers authority and analysis, and provided a follow-up letter including risk management considerations for MMS CHB.
- Additional salary for 3- County Team Leaders that take on additional responsibilities for grant management and coordination caused issues for individual counties pay scale and classification systems.
- Increased reporting requirements as a CHS vs single county.

Addressing the Challenges

The CHB has attempted to address these challenges, by further identifying the root causes, researching solutions. The specific methods are listed below:

- Formed CBH subcommittees specifically, integration and budget committees to explore and research options to address challenges. These subcommittees mostly met during 2015.
- Options were researched by learning from integrated CHBs and the administration model being utilized, specifically a presentation was made by Horizon and Countryside Public Health Departments in 2015.
- With assistance from Minnesota Department of Health staff, various cross-jurisdictional tools were shared and reviewed.
- Points of commonalities, and differences between counties were reviewed
- Strengths, weakness, opportunities and challenges/threats (SWOT) were completed for various topics including, CHS Administration, delivery of service (program specific SWOT). Other tools, such as the Box Tool were also used identify specific challenges and solutions
- A Business Plan for Integration was developed in September 2015, and included goals for six areas of governance.
- A consultant, (Scott Lepak), was hired through his firm to revise CHB governing documents to accurately reflect how CHS is formed and operates (Phase 1).
- Scott Lepak was also hired to assist with exploration of all options (Phase 2)

Current Status

Through the consultation work of Scott Lepak a report was issue identifying two main issues that need to be addressed

- 1) Clear identification of the CHS as an independent entity. This includes obtaining an Employee Identification Number (EIN), provide health insurance/benefits and payroll separate from the McLeod County system, implement a separate classification and compensation system, separate personnel policies, identify central office locations and IT services, identify a separate Medical Consultant(per state statute), and enter into an employee agreement for CHS Administrator. These components have been termed “CHS Administrative Services”. Researching options and completing these recommendations has been occupying the time for most of 2017.
- 2) Explorations and recommendations for staffing models related to program delivery and services (delegation/integration) was the second issue to be addressed. Information will be presented at the September 25th CHB and a call for a decision is expected at the October 12th CHB meeting.

Summary of the Minnesota Local Public Health Act (Minn. Stat. § 145A)

This document summarizes the Minnesota Local Public Health Act (Minn. Stat. § 145A). This document is not a comprehensive summary of all public health mandates or authorities. The [statute language](#) can be found on website of the Minnesota Office of the Revisor of Statutes. This document is not a substitute for the advice of your jurisdiction's legal counsel.

STATUTE SECTION	SUMMARY
145A.01 Citation	May be cited as the "Local Public Health Act."
145A.02 Definitions	<ul style="list-style-type: none"> • Areas of public health responsibility • City • Commissioner • Community health board • Community health services • Community health services administrator • Community health service area • County board • Essential public health services • Local health department • Performance management • Performance measures • Population • Public health nuisance • Public health nurse
145A.03 Establishment and Organization	<p>County must take on the responsibility of a community health board (CHB) or join a CHB.</p> <p>Must include 30,000+ within its jurisdiction or be composed of three or more counties.</p> <p>CHB or 402 Board may assign the powers and duties to a human services board. Eligibility for funding will be maintained if all requirements of a CHB are met.</p> <p>A county may establish a joint community health board by agreement with one or more contiguous counties, or an existing city CHB may establish a joint CHB with one or more contiguous existing city CHBs in the same county in which it is located.</p> <p>The CHB must have at least five members and must elect a chair and vice-chair and must hold at least two meetings per year.</p> <p>CHBs meeting these requirements are eligible for the local public health grant.</p> <p>Resources: Minn. Stat. § 402. County Human Services Boards.</p>
145A.04 Powers and Duties of Community Health Board	<p>Subd. 1.</p> <ul style="list-style-type: none"> • Develop and maintain a system of community health services. • Enforce laws, regulations and ordinances pertaining to its powers and duties within the jurisdiction. • Must identify local public health priorities and implement activities to address the priorities in the areas of public health responsibility. • Must complete an assessment of community health needs and develop a community health improvement plan; seek community input on health issues and priorities; establish priorities based on community needs.

STATUTE SECTION	SUMMARY
	<ul style="list-style-type: none"> • Must implement a performance management process in order to achieve desired outcomes. • Must annually report to the commissioner on a set of performance measures and be prepared to provide documentation of ability to meet the performance measures. <p>Subd. 2.</p> <ul style="list-style-type: none"> • Must appoint, employ or contract with a CHS administrator to act on its behalf. This individual must meet personnel requirements established for CHS administrator. • Must appoint, employ or contract with a medical consultant to ensure appropriate medical advice and direction for the CHB. <p>Subd. 3. May employ personnel.</p> <p>Subd. 4. May acquire property, accept gifts and grants or subsidies and establish and collect reasonable fees. Access to services must not be denied due to inability to pay.</p> <p>Subd 5. May contract to provide, receive or ensure provision of services.</p> <p>Subd 6.</p> <ul style="list-style-type: none"> • Must make investigations and reports and obey instructions of the Commissioner of Health to control communicable diseases. • Must participate in planning for emergency use of volunteer health professionals through the Medical Reserve Corps (MRC). <p>Subd. 7. May enter a building for inspection.</p> <p>Subd. 8. Must remove or abate public health nuisances.</p> <p>Subd. 9. May seek an injunction to enjoin the violation of statute, rule or ordinance.</p> <p>Subd 10. Prohibited to hinder CHB, county or city from entering building where enforcement is necessary.</p> <p>Subd 11. Cannot neglect to enforce.</p> <p>Subd 12. Does not limit powers outlined in other laws.</p> <p>Subd 13. May recommend legislation.</p> <p>Subd 14.</p> <ul style="list-style-type: none"> • Must ensure equal access to services. • Must not deny services because of inability to pay. <p>Subd. 15. May appoint a member to SCHSAC.</p> <p>Resources: MDH: Local Public Health Assessment & Planning; MDH: Quality Improvement and Performance Management; MDH: CHS Administration Handbook; MDH: Medical Consultants</p>

STATUTE SECTION	SUMMARY
<u>145A.05</u> Local Ordinances	<p>A county board may adopt ordinances related to:</p> <ul style="list-style-type: none"> • Regulate actual or potential threats to the public health • Animal control • Control of unwholesome substances • Regulation of waste • Regulation of water • Regulation of offensive trades • Control of public health nuisances • Establishing a curfew • Administer or enforce duties delegated by the commissioner of health <p>Cities and towns may adopt ordinances relating to public health, but they must not conflict with or be less restrictive than those adopted by the county board.</p>
<u>145A.06</u> Commissioner; Powers and Duties	<p>This section outlines the powers and duties of the commissioner of health. This is in addition to the duties outlined in other laws. This includes:</p> <ul style="list-style-type: none"> • Supervision of local enforcement • Assistance to community health boards • Personnel standards • Assistance to boards of health • Deadly infectious diseases • System-level performance management • Health volunteer program • Commissioner requests for health volunteers • Volunteer health practitioners licensed in other states
<u>145A.61</u> Criminal Background Studies	<p>This section outlines the commissioner of health's authority to conduct criminal background studies on MRC volunteers.</p>
<u>145A.07</u> Delegation of Powers and Duties	<p>The commissioner of health may enter into delegation agreements with the CHB to perform certain licensing, inspection, reporting and enforcement duties.</p> <p>A CHB may authorize a city or county within in jurisdiction to carry out the activities of a CHB. This agreement must be approved by the commissioner of health.</p>
<u>145A.08</u> Assessment of Costs; Tax Levy Authorized	<p>May assess and recover costs for care to control disease or enforcement actions.</p> <p>A city council or county board that has formed or is a member of a CHB may levy taxes to pay the cost of performing its duties.</p>
<u>145A.10</u> State and Local Advisory Committees	<p>A State Community Health Advisory Committee is established.</p> <p>The city councils or county boards that have established or are members of a community health board may appoint a community health advisory committee.</p>
<u>145A.11</u> Powers and Duties of City and County	<p>A city council or county board that has formed or is a member of a CHB has the following duties:</p> <ul style="list-style-type: none"> • Must consider the income and expenditures required to meet local public health priorities and statewide outcomes in levying taxes. • May by ordinance adopt and enforce minimum standards for services provided

STATUTE SECTION	SUMMARY
<u>145A.131</u> Local Public Health Grant	<p>Formula based on level of funding from 2003.</p> <p>Must provide at least a 75 percent match for the State funds received through the local public health act grant. Eligible match funds include local property taxes, third party reimbursements, fees, other local funds, donations and non-federal grants.</p> <p>Must meet all the requirements and preform all the duties in subd. 3 and subd. 4.</p> <p>Must comply with accountability requirements outlined each year.</p> <p>If CHB does not accept LPH grant, the commissioner may retain the funds.</p> <p>May use their local public health grant funds to address the areas of public health responsibility and local priorities developed through the community health assessment and community health improvement planning process.</p> <p>Resources: <u>MDH: Local Public Health Act – Minn. Stat. § 145A</u></p>
<u>145A.14</u> Special Grants	<p>This section addresses the requirements of migrant health grants, Indian health grants, and funding to tribal governments.</p>
<u>145A.17</u> Family Home Visiting Programs	<p>This section establishes a program to fund family home visiting program.</p>

Overview of Major Community Health Board Funding (10/2016)

Program Area	Description of Grant	Reporting/Invoicing
Master Grant Contract	Every 5 years, MDH enters into a Master Grant Contract with all CHBs. There is no funding attached to this contract. It serves as the legal foundation for subsequent Grant Project Agreements with CHBs for all MDH grant program funding. The Master Grant Contract is intended to streamline the grant process between MDH and CHBs.	
Local Public Health Grant (aka CHS Subsidy) MN Statute 145A.131	<p>The state general funds (i.e., state tax dollars) and match provide a base of stable, non-categorical grant funding to Community Health Boards. This funding is used to support local public health infrastructure activities and develop action plans to address the local public health priorities and issues as identified by their community health assessment.</p> <ul style="list-style-type: none"> Funding Source – state general funds administered by MDH Grant Cycle – calendar year for 5 years with annual award letter Funding is based on a 2003 funding allotment Match of 75% required 	<p>Reporting: Annually</p> <p>Invoicing: Quarterly or monthly (determined by CHB). Due within 30 days after the end of the invoice period.</p>
Maternal & Child Health (Title V) Block Grant MN Statute 145.88	<p>The federal Title V MCH Block Grant and match provide funding to improve the health and wellbeing of pregnant women, infants, children and adolescents, children and youth with special health care needs, and the provision of family planning services. Two-thirds of the federal dollars are distributed to CHBs for a broad array of MCH services.</p> <ul style="list-style-type: none"> Funding Source – federal funds administered by MDH (CFDA 93.994) Grant Cycle – calendar year (moving to federal fiscal year) Funding is based on a 2003 funding allotment Match of 50% required 	<p>Reporting: Annually</p> <p>Invoicing: Quarterly or monthly (determined by CHB). Due within 30 days after the end of the invoice period.</p>
Family Home Visiting (TANF) MN Statute 145A.17	<p>Family Home Visiting funds can be used for non-medical home visiting services for families, WIC nutritional services, and group teen pregnancy prevention efforts.</p> <ul style="list-style-type: none"> Funding Source – federal funds administered by MDH (CFDA 93.558) Grant Cycle – state fiscal year (July 1 through June 30) Funding is based on a 2003 funding allotment 	<p>Reporting: Quarterly and Annually</p> <p>Invoicing: quarterly or monthly (determined by CHB). Due no later than 20 days after the end of the invoice period.</p>
Women, Infants and Children (WIC)	<p>WIC provides funding for nutrition and breastfeeding support for low-income pregnant, breastfeeding, and non-breastfeeding postpartum women, and to infants and children up to age five who are found to be at nutritional risk. Services include nutrition assessment and education, breastfeeding support, nutritious foods, and health care referrals.</p> <ul style="list-style-type: none"> Funding Source – federal funds administered by MDH (CFDA 10.557) Grant Cycle – calendar year for 5 years Funding is by reimbursement based on the number of participants served each month 	<p>Reporting: HuBERT Information System</p> <p>Invoicing: Monthly</p>

State Health Improvement Partnership (SHIP)	<p>SHIP was launched in 2008 as part of Minnesota's health reform effort with the goal of helping Minnesotans live longer, healthier lives by decreasing obesity and tobacco use and exposure, the leading causes of chronic disease, disability and death. CHBs are awarded grants based on a menu of proven strategies.</p> <ul style="list-style-type: none"> • Funding Source – state general funds administered by MDH • Funding Period – November 1 to October 31 • Funding amount is determined by population 	<p>Reporting: Monthly, quarterly and annual reports as directed by MDH</p> <p>Invoicing: Monthly</p>
Public Health Emergency Preparedness	<p>The Emergency Preparedness and Response Section (EPR) oversees emergency preparedness and response funding to local health departments, tribal agencies and healthcare organizations as they develop plans and protocols for responding to public health threats. Priority activities are guided by 15 Public Health and 8 Healthcare Preparedness Capabilities. These capabilities are national standards for state and local planning to identify risks and gaps, determine priorities and plan with partners to assure safer, more resilient and better prepared communities whether the public health threat is caused by natural, accidental, or intentional means.</p> <ul style="list-style-type: none"> • Funding Source – federal funds administrated by MDH (CFDA 93.069) • Grant Cycle – July 1 through June 30 • Funding determined by a SCHSAC work group formula 	<p>Reporting: Mid and End of year, OEP consolidates for submission to CDC</p> <p>Invoicing: Quarterly</p>
Maternal Infant and Early Childhood Home Visiting Program (MIECHV)	<p>The federal Affordable Care Act of 2010 created MIECHV to provide funding for evidence-based home visiting programs to improve the health and development outcomes for at-risk children and families. Evidence-based programs being implemented in Minnesota are Healthy Families America, Nurse Family Partnership and Family Spirit. Not all CHBs receive MIECHV funding. Funding, when available, is offered following an at-risk formula ranking.</p> <ul style="list-style-type: none"> • Funding Source – federal funds administered by MDH (CFDA 93.505) • Grant Cycle – based on specific grant agreements • Funding is determined based on at-risk population formula 	<p>Reporting: Quarterly as directed by MDH (data) and annually (status report)</p> <p>Invoicing: Quarterly</p>
Early Hearing Detection & Intervention (EHDI) and Birth Defects Follow-up	<p>The MDH Children and Youth with Special Health Needs Program (Early Hearing Detection & Intervention [EHDI] and Birth Defects) provides funding to CHBs to follow-up with families in order to identify needs and connect families to federal, state and community services and supports. In addition, CHBs follow-up with families of children who did not pass the newborn hearing screening and may need assistance with diagnosis or further testing.</p> <ul style="list-style-type: none"> • Funding Source – federal funds and state funds from fees administered by MDH EHDI Screening/Diagnosis (CFDA 93.314), EHDI Confirmed Hearing Loss (CFDA 93.251), Birth Defects (state funding) • Grant Cycle – annual grant (January 1 to December 31) • Funding is reimbursed by number of clients served (varies every year) 	<p>Reporting: MEDSS (Minnesota Electronic Disease Surveillance System)</p> <p>Invoicing: Quarterly or monthly (determined by CHB)</p>

Immunization Practice Improvement (IPI)	<p>IPI is a component of the Immunization Program at MDH. IPI merges key aspects of the overall immunization program at the provider level including vaccine management, vaccine accountability, and immunization practices. CHBs conduct site visits to assess local medical clinics' immunization practices, assess the storage and handling techniques of vaccines, and provide teaching and needed follow-up. Clinics which receive MnVFC vaccines are required to be visited.</p> <ul style="list-style-type: none"> • Funding Source – Federal funds administered by MDH (CFDA 93.268) • Grant Cycle – annual grant • Funding – Reimbursement for completed components of clinic assessments , education and follow-up 	<p>Reporting: Quarterly as directed by MDH</p> <p>Invoicing: Quarterly</p>
Eliminating Health Disparities Initiative Refugee TB	<p>MDH distributes funds to community health boards for health screening and follow-up services for tuberculosis for foreign-born persons. The funds are distributed based on the formula outlined in statute (https://www.revisor.leg.state.mn.us/statutes/?id=145.928)</p> <ul style="list-style-type: none"> • Funding Source – state funds (Eliminating Health Disparities Initiative funding administered by MDH) • Grant Cycle – annual grant 	
Follow Along Program (FAP)	<p>MDH Children and Youth with Special Health Needs provides funding to CHBs to support the early identification of children birth to 3 years of age with developmental and/or social-emotional concerns and to facilitate connections to community agencies, such as Part C Infant and Toddler Intervention Services. The FAP provides early childhood developmental guidance, screening, referral and ongoing care connection/coordination.</p> <ul style="list-style-type: none"> • Funding Source – federal funds administered by MN Department of Education, distributed to MDH through a biennial state interagency agreement. • Funding Period – state fiscal year (July 1 through June 30) • Funding – total amount is split evenly between participating agencies. 	<p>Reporting: Quarterly</p> <p>Invoicing: Quarterly</p>
Child and Teen Checkups (C&TC)	<p>The C&TC program is Minnesota's federal Early Periodic Screening, Diagnosis, and Treatment (EPSDT) program. It is administered by the Minnesota Department of Human Services (DHS) and not covered under the Master Grant Contract. Children through the age of 20 who are enrolled in MinnesotaCare or Medical Assistance are eligible. Comprehensive and periodic screening or well-child checkups are the foundation of the C&TC program.</p> <ul style="list-style-type: none"> • Funding Source – federal funds administered by DHS • Funding Period – state fiscal year (July 1 through June 30) • Funding determined based on children 0-20 years covered by Medical Assistance and MinnesotaCare 	<p>Reporting: Annually to DHS</p> <p>Invoicing: Pursuant to CHB contract with DHS</p>

There are a number of other funding and resource opportunities administered by MDH that may be available to CHBs. These could be awarded on a competitive, formula, reimbursement, or risk-based basis. These may fluctuate based on new federal or state funding awarded to the MDH. Information about overall local public health spending can be found under Expenditure Summary on the OPI Publications Database: <http://www.health.state.mn.us/divs/opi/resources/db/>

9/25/2017 CHS Administrative Services Update

Classification/Compensation Study

MMS CHS staff are working with Julie Urell from Springsted to complete the classification and compensation study. Employees have completed their Position Analysis Questionnaires (PAQ). This required them to identify 10-15 of the most essential job duties and assign a percentage of time. There were additional questions related to minimum educational and experience requirements necessary to complete the job, work complexity, level of communication skills, level of responsibility and degree of supervision and/or oversight of other staff. The directors and the CHS Administrator reviewed the completed PAQ and provided feedback when it was necessary. The directors also reviewed the CHS Administrators' PAQ.

The next step will be revised current job descriptions utilizing the information and analysis of the PAQs. Once Springsted completes data entry and analysis, staff will review their job descriptions.

A market study has been initiated. Springsted needs 10 benchmark agencies. They have identified 3 similar public health agencies.

Employee Identification Number (EIN)

MMS CHS now has it's own EIN!! Details of fiscal hosting will need to be worked out with McLeod County Auditor's office.

Health Insurance

Health insurance options have been provided by Rich Westlund to give a ballpark figure. The options are included in the board packet. Small group rates come out later in the fall.

A formal decision will be need in October. In addition, Rich will be able to provide quotes for additional benefits.

Personnel Policies and related HR support

Sample personnel policies from Supporting Hands Nurse Family Partnership have been obtained, but there has not been capacity to review and revise them. At this point they will not be ready for review or adoption at the October board meeting, unless a firm is hired and they have the capacity for a fast turn-around.

The other gap that has been identified is HR support. Although the CHS employs a minimum number of staff there has been a significant need for HR support related hiring staff, conflict resolution, and disciplinary actions.

CHB Medical Consultant

A contract has been fully executed with Dr. C. McGinnis at Hutchinson Health to fulfill the statutory requirement.

DELEGATION AGREEMENT BETWEEN
THE MEEKER-McLEOD-SIBLEY COMMUNITY HEALTH BOARD
AND EACH LOCAL HEALTH BOARD

THIS AGREEMENT, made effective this 8th day of August, 2006, by and among the Meeker-McLeod-Sibley Community Health Board (hereinafter designated Community Health Board), and the Local Health Boards of Meeker County (hereinafter designated Meeker County Local Health Board.), and McLeod County (hereinafter designated McLeod County Local Health Board.), and Sibley County (hereinafter designated Sibley County Local Health Board.), shall be for the purpose of delegating certain powers and duties from the Community Health Board to the Meeker County Local Health Board, McLeod County Local Health Board, and Sibley County Local Health Board, respectively.

Section 1. Definitions. The terms used in this Agreement shall have those definitions described in the attached Joint Powers Agreement between Meeker, McLeod, and Sibley Counties.

Section 2. Each such local board of health shall be delegated all of the powers and duties of a health board under Minnesota Statutes 145A and all powers and duties which may be delegated to such local boards under any other laws, except insofar as certain powers and duties may not be delegated by the Community Health Board, as specified in MINNESOTA STATUTES 145A

Section 3. The criteria that the Community Health Board shall use to determine if the performance of each of the local health boards meets appropriate standards and is sufficient to replace performance by the Community Health Board will be as follows:

- A. The Local Health Board shall avail itself of medical consultation services secured by the Community Health Board.
- B. The Local Health Board shall distribute vaccine in accordance with MDH policy.

- C. The Local Health Board shall ensure proper reporting and control of communicable diseases.
- D. The Local Health Board shall enforce public health nuisance laws, ordinances, and rules.
- E. The Local Health Board shall prepare reports on its expenditures and activities.
- F. The Local Health Board shall provide matching funds as required by MINNESOTA STATUTES 145A.
- G. The MDH Document "Summary of Powers and Duties" provides additional information about the powers and duties of a Board of Health and a Community Health Board and is attached to this agreement as Exhibit B.

Section 4. It is understood and agreed that the Meeker County Local Health Board, the McLeod County Local Health Board, and the Sibley County Local Health Board. shall not perform licensing, inspection, or enforcement duties under this Agreement in territory outside their respective jurisdictions, unless such activities are approved by the governing body for such outside territory by separate agreement.

Section 5. This Agreement shall be of indefinite duration, subject to a one year notice of intent to terminate the Agreement by any party, served upon the chairman of the board of the other parties. Termination of this Agreement in relation to one local health board shall not affect the delegation of powers and duties to the other local boards.

Section 6. During the course of the Agreement, the Community Health Board shall not perform any of the delegated duties specified herein, except inspections necessary to monitor compliance with this Agreement, unless the parties otherwise agree in writing that the Community Health Board may perform certain specified duties.

Section 7. The Community Health Board shall consult with, advise, and assist each local board as needed, or as requested, in the performance of the duties of such local boards under this Agreement.

Section 8. This Agreement does not alter the responsibility of the Community Health Board for the performance of duties which it must undertake and maintain by law.

IN WITNESS WHEREOF,

Adopted by the Meeker County Board of Commissioners on this 1st day of August 2006.

David J. Gabel Walter M. Bond 8/1/10
Chairperson, Meeker County Board of Commissioners

Bailean Lech B2 11-9-2010
Clerk, Meeker County Board of Commissioners

Approved as to form and content

Stephanie D. Beckman SUB 11-9-10
Meeker County Attorney

Adopted by the McLeod County Board of Commissioners on this 8th day of August 2006.

M. V. V. Kenneth R. Rind 10/5/10
Chairperson, McLeod County Board of Commissioners

Nan Cray - Samuel T. Melvin 10/5/10
Clerk, McLeod County Board of Commissioners

Approved as to form and content

Samuel T. Melvin 11-2-10
McLeod County Attorney

Adopted by the Sibley County Board of Commissioners on this 8th day of August 2006.

Bruce H.
Chairperson, Sibley County Board of Commissioners

By: Joe J. Arduly
Title: Sibley County Board Chair

Lisa Pfarr
Clerk, Sibley County Board of Commissioners

Date: 11-23-10

Approved as to form and content

David E. Schauer
Sibley County Attorney

Attest by: Lisa Pfarr
Lisa Pfarr, Sibley County Auditor

11/23/2010
Date

Approved as to form and execution:

David E. Schauer
David E. Schauer, Sibley County Attorney

11/23/10
Date

Adopted by the Meeker-McLeod-Sibley Community Health Board on this 12th day of October 2006.

Kevin McLeod
Chairperson, Meeker-McLeod-Sibley Community Health Board

Amy J. Wilde 11/12/2010

Approved as to form and content

Andi J. Wilde
McLeod County Attorney, Attorney for the Community Health Board

12.2.10

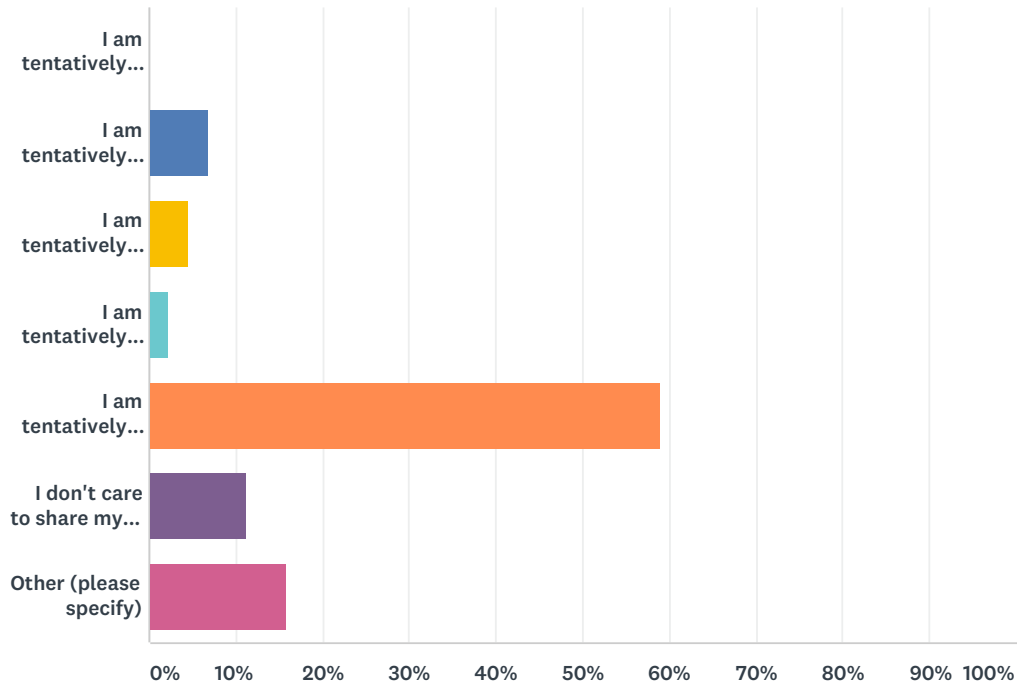
Approved by the Commissioner, Minnesota Department of Health

Sanne Magnan
Dr. Sanne Magnan

10/26/2010
Date

Q1 What are your plans for retirement?

Answered: 44 Skipped: 0



ANSWER CHOICES	RESPONSES	
I am tentatively planning to retire in 6 months- 1 year	0.00%	0
I am tentatively planning to retire in 1-2 years	6.82%	3
I am tentatively planning to retire in 3-5 years	4.55%	2
I am tentatively planning to retire in 5-10 years	2.27%	1
I am tentatively planning to retire in 10 years or longer	59.09%	26
I don't care to share my retirement plans	11.36%	5
Other (please specify)	15.91%	7
TOTAL		44