



## MEEKER-McLEOD-SIBLEY COMMUNITY HEALTH BOARD

McLeod County Solid Waste Large Conference Room  
1065 5th Avenue SE, Hutchinson MN 55350

October 12<sup>th</sup> 2017

9 AM to 11 AM

### Agenda

1. Meeting called to order
2. Welcome and Introductions
3. Additions to the Agenda
4. Approval of July 2017 meeting minutes\*
5. Integration/Delegation Discussion
  - a. **Action Item:** Decision for integration/delegation
  - b. **Action Item:** Formation of Subcommittee
6. Follow-up Items from September 25<sup>th</sup> 2017 Meeting:
  - a. **Action Item:** Approval of CHS Employee Contract\*
  - b. **Action Item:** Decision of Health Insurance Contribution\*
  - 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:** Update: Fiscal Hosting/ Payroll services
7. Follow-Up Scott's Final Report
  - a. Revision to MMS CHB Joint Powers Agreement that addresses additional funding language. (Referenced in Final Report by Scott Lepak)
  - b. Action Item: Approval of MMS CHB By-laws with required revision noted from September 25<sup>th</sup> 2017.\*
8. Fiscal Officers' Report
9. Discussion of additional meetings

### Adjourn

#### Attachments:

- September 25<sup>th</sup> 2017 Meeting minutes
- Revised MMS CHS By-Laws
- Revised Employee Contract
- Health Insurance Contribution Comparison
- Updated office space proposal
- Updated CHS Administrative Services Expenses Impact
- Updated CHS Budget and Expense Detail

#### 2018 Meeting Dates

Large Conference Room  
McLeod Solid Waste Bldg

**January 11<sup>th</sup> 9-11**

**April 12<sup>th</sup> 9-11**

**July 12<sup>th</sup> 9-11**

**October 11<sup>th</sup> 9-11**



## **MEEKER-McLEOD-SIBLEY COMMUNITY HEALTH BOARD Meeting Minutes**

**Monday, September 25th, 2017**

**Hutchinson City Center, City Council Chambers, Hutchinson**

### **Board Members**

Beth Oberg.....present  
Joe Nagel.....present  
Mike Housman.....present

Joe Tacheny.....present  
Bill Pinske.....present  
Doug Krueger.....present

Ron Shimanski.....present  
Bobbie Harder.....present  
Joy Cohrs.....present

### **Staff Present**

Diane Winter.....present  
John Glisczinski ...present  
Kerry Ward.....present

Jennifer Hauser.....present  
Rachel Fruhwirth.....present

Allie Elbert.....present  
Colleen Robeck....absent

**Guests:** Charlie Meyer- Horizon Public Health Board, Sandy Tubbs- Horizon Public Health Director, Bob Kopitzke- Horizon Public Health Board, Linda Bauck-Todd- Minnesota Dept. of Health Nurse Consultant, Patty Buerkle-Sibley County HHS, Britteny Becker- McLeod County Public Health, Amanda Maresh- McLeod County Public Health, Ann Jensen- Meeker County Public Health Dept., Julie Schrum- Meeker County Public Health, Mary Bachman- Sibley County HHS, Jim Swanson- Sibley County Commissioner, Sheila Murphy – McLeod County Deputy County Administrator, Mike Huberty- Meeker County Commissioner, Rich Pohlmeier- McLeod County Commissioner, Paul Wright- McLeod County Commissioner, Roxy Traxler-Sibley County Administrator, Paul Viring-Meeker County Administrator, Vince Traver-McLeod County IT Director, Scott Lepak-Attorney at Law

1. Meeting called to order
2. Panel Discussion with Horizon Public Health Dept. and MMS County Staff (9AM to 10:30)
  - See hand out from Sandy- Horizon Public Health Director
  - MDH facilitated discussion with MMS county staff
3. Additions to the Agenda- Commissioner Pinske requested that #6 items B thru F be made discussion items vs. action items and put on the October 12<sup>th</sup> board agenda. Motion made by Commissioner Pinske and Seconded by Commissioner Shimanski. Motion carried
4. Approval of July 13<sup>th</sup> 2017 meeting minutes\* Commissioner Harder asked for corrections needed in spelling changes under the guest sections. Fedder –intern and Newsom and requested clarification with staff request, as the Recovery Coach position is grant funded. Minutes currently reflect grant funded status. Motion made by Commissioner Oberg and Seconded by Commissioner Shimanski. Motion carried.
5. CHS
  - Results of recent state audit; two findings 1) related to timing of WIC payments and 2) related to sub recipient monitoring for Supporting Hands Nurse Family Partnership. Action plan submitted reflects that procedures have been put in



## *Meeker-McLeod-Sibley Community Health Services*

1805 Ford Avenue, Suite 200  
Glencoe, Minnesota 55336

Direct Line (507) 766-3531  
Fax Number (320) 864-1484

place to address timing of payments. McLeod County/CHS is no longer the fiscal host for SHNFP and the finding was the result of a 2015 4<sup>th</sup> quarter payment received in January of 2016. A representative from the McLeod County Auditor-Treasures office will be available to speak more about this at the October 12<sup>th</sup> meeting.

- **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. Status of PT vs FT will be evaluated and appropriate follow-up request will be brought before the board.  
Motion made by Commissioner Pinske and seconded by Commissioner Oberg.  
Motion carried.
- **Action Item:** Request to replace part time staff for the Recovery Coach position, vacated by Savannah Cooley. Up to 28 hrs a week. CHS has recruited and is currently in the process of hiring a Full time Recovery Coach. From the current pool of applicants a part-time candidate can hopefully be identified.  
Motion made by Commissioner Pinske and seconded by Commissioner Nagel  
Motion carried.

### 6. CHS Administrative Services

- Scott Lepak- Final Report\* - Decision to be made by the CHB on direction of integration at the October 12<sup>th</sup>, 2017 meeting based on this report.
    - Edit: Page 3 of the bylaws – section c.2 – member city to member county.
    - May need to amend Joint Powers Agreement based on decision, and the need for seed money as reference in the final report.
  - **Discussion Item:** Approval of CHS Employee Contract\* - Name changed noted: Elbert from Freidrichs. Concern with the description of hourly, when the position is salaried. Direction to edit the employee agreement to reflect salary with the annual salary amount.
  - **Discussion Item:** Decision requested for office location (proposals/budget impact included in board packet)\* Review and discussion of proposed office space. Also discuss possibility of including a WIC clinic space in the CHS office.
    - 1<sup>st</sup> options (Wallpaper store) lease desired would be 3 to 5 years, city parking would be available. utilities are included (heat and electric) – 15417 dollar incentive- if we rent. With a decision soon and construction needed a move in February could happen.
    - Funeral Home rental a 10 year is preferred and concerns regarding technology and internet access
    - Plaza 15 – square footage is high because the cost of renovation would be built in to the cost of rental. In charge of HVAC cost if it broke.
    - SNAP space not idea because of parking and stairs/elevator use.
- Using an RFP process was discussed. Direction from the board was to obtain another proposal for office space location

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- **Discussion Item:** Review and discussion of IT options. McLeod County IT director recommends a clean break from McLeod County infrastructure and would recommend Nu-Tel Com as vendor because it provides a "one-stop" shop for services, including phone and internet
  - **Discussion Item:** Review and discussion of office furniture/ equipment purchases. Most the purchase could be consider one time spending and county reserves could be access to cover the cost.
  - **Discussion Item:** Review and discussion of payroll services. Recap of meeting with McLeod Auditor-Treasures staff was provided. Three options available: 1) All fiscal hosting and payroll services stay with McLeod County. Cost of service is currently \$10,000/year and would increase to at least \$20,000/year. This option is contingent if IFS software is able to perform functions for essentially two separate companies. 2) Continue with McLeod County as fiscal hosting, outsource payroll. Need to assure that McLeod County and payroll service vendors are able to share necessary information such as reports, and account activity costs, also there would still be an increase in fiscal hosting expense for McLeod County. 3) Utilize a third party vendor for fiscal hosting, including payroll. This options would require additional time for research.
  - Brief update: Classification/Compensation study- position analysis questionnaires have all been completed by employees. Now job descriptions are being developed. A market study with 10 vendors is the next phase. On track to be completed by January 2018. Employee Identification Number- CHS has obtained a federal employee identification number. Will now need to acquire a state tax identification number and work with Minnesota Department of Health with updating records. Health Insurance- quotes included in the packet. Updated quotes will be provided when they are released. CHB needs to determine amount for employer contribution. Will provide a comparison of what each county current contributes.
7. Review and Discussion of Integration and Delegation Options- unable to fully discuss. Referenced key documents for review as CHB discuss with other County Commissioners including: Considerations for integration and delegation decisions, and handout that demonstrated two examples from WIC and Emergency Preparedness.
8. Adjourn Motion made by Commissioner Pinske to adjourn the meeting, seconded by Commissioner by Shimanski, motion carried.

### Updated documents

- IT Service Summary
- Nu-Telcom proposals
- Administrative Services Budget Impact
- Staffing Model Power Point



**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 county; 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-v4



## 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 annual salary of \$84,136. Said amount will be subject to withholding and other applicable taxes. The parties agree that Employee is exempt under the Fair Labor Standards Act and applicable Minnesota law and 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 annually.

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

# Health Insurance Contribution Comparison

2017

County	2017 Insurance	2017 Plans	2017 Single County Contribution	2017 Family County Contribution	Monthly Cost to Employee
Meeker	BCBS	#831	\$893	\$1,669	(S) \$182
					(F) \$918
		#823	\$837	\$1,534	(S) \$122
					(F) \$768
		#860 (HSA)	\$853	\$1,576	(S) \$123
					(F) \$464
<u>McLeod/</u> <u>Sibley</u>	Medica	Bronze	\$582	\$1,072	(S) 0
					(F) \$503
		Silver	\$722	\$1,072	(S) \$202
					(F) \$1,452
		HSA	\$500+100 (fund)	\$1,072	(S) 0
					(F) \$279
<u>McLeod/</u> <u>Sibley</u>	Medica	Bronze	\$673	\$906	(S) 0
					(F) \$596-675
		Silver	\$673	\$906	(S) \$258
					(F) \$1,498-1,624
		HSA	\$673	\$906	(S) \$0
					(F) \$383-451

\*McLeod and Sibley are in an a self-insured pool and offer the same health insurance options.

# MEEKER COUNTY'S 2017 HEALTH INSURANCE COST COMPARISON

For Non-Contract & Contract Employees (60%)

## VEBA 100 PLANS

	#831 (1)		#823 (1)	
Annual Deductible	SINGLE \$1,850	FAMILY \$3,700	SINGLE \$2,600	FAMILY \$5,200
Monthly County Share	\$803.90	\$1,449.30	\$679.60	\$1,157.40
Monthly Employee Share	\$182.60	\$918.20	\$122.40	\$768.60
<b>MONTHLY PREMIUM</b>	<b>\$986.50</b>	<b>\$2,367.50</b>	<b>\$802.00</b>	<b>\$1,926.00</b>
Monthly County MSA Contribution	\$90.00	\$220.00	\$158.00	\$377.00
<b>Annual MSA Contribution</b>	<b>\$1,080</b>	<b>\$2,640</b>	<b>\$1,896</b>	<b>\$4,524</b>
MN Network Provider Maximum (100% after Deductible for 831 & 80% for 823.)	\$1,850	\$3,700	\$3,500	\$6,500
<b>vs. MSA CONTRIBUTION</b>	<b>(\$770)</b>	<b>(\$1,060)</b>	<b>(\$1,604)</b>	<b>(\$1,976)</b>
<b>TOTAL MONTHLY COUNTY CONTRIBUTION</b>	<b>\$893.90</b>	<b>\$1,669.30</b>	<b>\$837.60</b>	<b>\$1,534.40</b>
<b>TOTAL MONTHLY EMPLOYEE CONTRIBUTION</b>	<b>\$182.60</b>	<b>\$918.20</b>	<b>\$122.40</b>	<b>\$768.60</b>
<b>TOTAL MONTHLY CONTRIBUTION</b>	<b>\$1,076.50</b>	<b>\$2,587.50</b>	<b>\$960.00</b>	<b>\$2,303.00</b>
<b>Possible Maximum Annual Cost to Employee (Deductible + Employee Contribution - MSA)</b>	<b>\$2,961</b>	<b>\$12,078</b>	<b>\$3,073</b>	<b>\$11,199</b>

## HSA/VEBA PLAN

	#860 (1)	
Annual Deductible	SINGLE \$3,250	FAMILY \$6,500
Monthly County Share	\$726.00	\$1,576.10
Monthly Employee Share	\$123.50	\$464.40
<b>MONTHLY PREMIUM</b>	<b>\$849.50</b>	<b>\$2,040.50</b>
County HSA or VEBA Contribution	\$127.00	\$0.00
<b>Annual HSA OR VEBA Contribution</b>	<b>\$1,524</b>	<b>\$0</b>
MN Network Provider Max. (100% after Deduct.)	\$3,250	\$6,500
<b>vs. HSA OR VEBA CONTRIBUTION</b>	<b>(\$1,726)</b>	<b>(\$6,500)</b>
<b>TOTAL MONTHLY COUNTY CONTRIBUTION</b>	<b>\$853.00</b>	<b>\$1,576.10</b>
<b>TOTAL MONTHLY EMPLOYEE CONTRIBUTION</b>	<b>\$123.50</b>	<b>\$464.40</b>
<b>TOTAL MONTHLY CONTRIBUTION</b>	<b>\$976.50</b>	<b>\$2,040.50</b>
<b>Possible Maximum Annual Cost to Employee (Deductible + Employee Contribution - HSA)</b>	<b>\$3,208</b>	<b>\$12,073</b>

(1) Medicare Part D Creditable



**McLEOD COUNTY "Non-Union" FULL-TIME EMPLOYEE  
BENEFIT INFORMATION  
2017**

**GROUP HEALTH  
INSURANCE  
(Medica)**

The employee's cost of the coverage is determined by the plan selected and either single or family coverage. The County Contribution is set each year by the County Board of Commissioners or by union contract. For 2017 the County Contribution per month is **\$722.50 for single coverage, \$1072.00 for family coverage**. Opting out of the group health insurance is an option, if specific criteria are met.

<i>Insurance Plan</i>	<i>Insurance Cost</i>	<i>County Contribution</i>	<i>Cost to Employee</i>
Bronze Single	582.00	582.00	0.00
Bronze Family	1575.00	1072.00	503.00
Silver Single	925.00	722.50	202.50
Silver Family	2524.00	1072.00	1452.00
HSA Single	500.00	500.00 + 100.00 fund	0.00
HSA Family	1351.00	1072.00	279.00

See applicable union contract for health insurance contributions negotiated within.

**DENTAL (Assurant)** Optional dental coverage is available for the employee and family members.

**VISION (EyeMed)** Optional vision coverage is available for the employee and family members.

**DEFERRED COMP PLAN** Optional 457(b) plans are available to the employee to save a portion of their earnings tax-free in a qualified plan with MCDGP, Nationwide, VALIC or VOYA.

**FLEXIBLE SPENDING** This optional plan available through TASC allows an employee to avoid paying taxes on a portion of their earnings for use with day care and/or medical expenses.

**LIFE INSURANCE (Securian – MN Life)** Each employee has a term life policy of \$25,000 purchased by McLeod County. Employees may opt for additional coverage at group rates for themselves, spouse and/or child(ren).

**LONG-TERM DISABILITY (Madison National)** An employee may choose a voluntary long-term disability plan, which provides up to 60% of their monthly earnings. Benefit begins on the fourth month of a disability up to a normal retirement age. Benefits may be reduced by other income received, including Social Security or a State Retirement Disability plan.

**SHORT-TERM DISABILITY (Madison National)** An employee may choose a voluntary short-term disability plan, which provides up to 60% of basic weekly earnings. Benefits begin on the 7<sup>th</sup> day following the disability and may continue for up to 12 weeks. Benefit rounds to \$50; Minimum benefit is \$100; maximum benefit is \$1000.

# 2017 McLeod County

## **VOLUNTARY BENEFITS (Trustmark)**

Optional voluntary critical illness and accidental insurance bundle and/or universal life with long term care insurance is available for the employee and family members. Coverage is portable; it may be taken with the employee upon retirement or termination.

## **HOLIDAYS**

The following days are official holidays for McLeod County employees, including probationary employees.

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving Day	Friday following Thanksgiving Day
Christmas Day	December 25
Floating Holiday	Date determined by Employee

*If the holiday falls on a Saturday, the paid holiday will be the preceding Friday.*

*If the holiday falls on a Sunday, the paid holiday will be the next Monday.*

*\* See applicable union contract for holiday dates negotiated, as they may differ from the above.*

## **PENSION PLAN**

Employees not falling into an exclusion category are mandated entry into the Public Employees Retirement Association (PERA) plan set up by the State of Minnesota.

<b>Contribution Funded by</b>	<b>Coordinated Plan</b>	<b>Correctional Plan</b>	<b>Police &amp; Fire Plan</b>
Employee	6.50%	5.83%	10.80%
McLeod County	7.50%	8.75%	16.20%

## **SICK LEAVE**

Full-time employees accrue sick leave at the rate of 3.7 hours each pay period from the date of hire. Sick Leave benefits shall be available for use upon the date of hire. *(Refer to union contract or personnel policy for specifics.)*

## **VACATION**

Full-time employees accrue vacation at the rates listed below from the date of hire. Vacation benefits shall not be available for use until the employee has satisfactorily completed the probation period. *(Refer to union contract or personnel policy for specifics.)*

<b>Years of Service</b>	<b>Days Per Year</b>	<b>Hours Per Year</b>
0 - 5	12	96
5 - 10	15	120
10 - 15	18	144
15 and beyond	22	176



**2017 Sibley County  
Health Insurance Enrollment Information**

<b>H.S.A.Option</b>	<b>H.S.A. PPO</b>	<b>H.S.A. ACO</b>
<b>Single Option - Monthly Cost</b>		
Monthly Employer Contribution	<b>\$673.84</b>	<b>\$673.84</b>
Single High Deductible Health Insurance Plan	-\$500.00	-\$475.00
Basic Life Insurance (17,000)	-\$3.99	-\$3.99
Short Term Disability	-\$2.85	-\$2.85
Employer H.S.A. Contribution	-\$100.00	-\$100.00
Remaining Dollars Available for Optional Benefits	<b>\$67.00</b>	<b>\$92.00 *</b>

<b>Family Option - Monthly Cost</b>		
Monthly Employer Contribution	<b>\$906.84</b>	<b>\$906.84</b>
Family High Deductible Health Insurance Plan	-\$1,351.00	-\$1,283.00
Basic Life Insurance (17,000)	-\$3.99	-\$3.99
Short Term Disability	-\$2.85	-\$2.85
Employee's Additional Premium Contribution	<b>\$451.00</b>	<b>\$383.00 **</b>
Remaining Dollars Available for Optional Benefits	<b>\$0.00</b>	<b>\$0.00</b>

<b>Bronze Option</b>	<b>Bronze PPO</b>	<b>Bronze ACO</b>
<b>Single Option - Monthly Cost</b>		
Monthly Employer Contribution	<b>\$673.84</b>	<b>\$673.84</b>
Single Bronze Health Coverage	-\$582.00	-\$553.00
Basic Life Insurance (17,000)	-\$3.99	-\$3.99
Short Term Disability	-\$2.85	-\$2.85
Remaining Dollars Available for Optional Benefits	<b>\$85.00</b>	<b>\$114.00 *</b>

<b>Family Option - Monthly Cost</b>		
Monthly Employer Contribution	<b>\$906.84</b>	<b>\$906.84</b>
Family Bronze Health Coverage	-\$1,575.00	-\$1,496.00
Basic Life Insurance (17,000)	-\$3.99	-\$3.99
Short Term Disability	-\$2.85	-\$2.85
Employee's Additional Premium Contribution	<b>\$675.00</b>	<b>\$596.00 **</b>
Remaining Dollars Available for Optional Benefits	<b>\$0.00</b>	<b>\$0.00</b>

<b>Silver Option</b>	<b>Silver PPO</b>	<b>Silver ACO</b>
<b>Single Option - Monthly Cost</b>		
Monthly Employer Contribution	<b>\$673.84</b>	<b>\$673.84</b>
Single Silver Health Coverage	-\$925.00	-\$879.00
Basic Life Insurance (17,000)	-\$3.99	-\$3.99
Short Term Disability	-\$2.85	-\$2.85
Employee's Additional Premium Contribution	<b>\$258.00</b>	<b>\$212.00 **</b>
Remaining Dollars Available for Optional Benefits	<b>\$0.00</b>	<b>\$0.00</b>

(over)



**2017 Sibley County  
Health Insurance Enrollment Information**

Silver Option	Silver PPO	Silver ACO
<b>Family Option - Monthly Cost</b>		
<b>Monthly Employer Contribution</b>	<b>\$906.84</b>	<b>\$906.84</b>
Family Silver Health Coverage	-\$2,524.00	-\$2,398.00
Basic Life Insurance (17,000)	-\$3.99	-\$3.99
Short Term Disability	-\$2.85	-\$2.85
<b>Employee's Additional Premium Contribution</b>	<b>\$1,624.00</b>	<b>\$1,498.00 **</b>
<b>Remaining Dollars Available for Optional Benefits</b>	<b>\$0.00</b>	<b>\$0.00</b>

\* Remaining Dollars to spend on Optional Benefits

\*\* Employee's Cost for Coverage

PLEASE SEE SUMMARY OF BENEFITS & COVERAGE (SBC)  
LOCATED ON HRCONNECTION.COM FOR FURTHER EXPLANATION



# Other Space Considered

Family Services Center  
114 N Holcombe  
Litchfield MN

- 10,000 Square feet available
- Rent to be negotiated- Average rental cost \$10-\$11/ sq. foot
- Space would be available in one year
- Old Cafeteria/Band Room space of school

## 2018 CHS Administrative Services Expenses Impact

2018		2019	
REVENUE		REVENUE	
	LPHG		LPHG
	311,427		311,427
EXPENSES	361,864	EXPENSES	312,587
DIFFERENCE	(50,437)	DIFFERENCE	(1,160)

2018 Contribution Amounts		2019 Contribution Amounts	
Meeker	15,797	Meeker	363
McLeod	24,502	McLeod	564
Sibley	10,138	Sibley	233
Total	50,437	Total	1,160

Projected LPHG Revenue		2018 Total Impact	
Meeker	42,000		57,797
McLeod	0		24,502
Sibley	31,500		41,638

## County Contribution Formula

Meeker	31.32%
McLeod	48.58%
Sibley	20.10%



## CHS Budget

	2017 Budget	2018 Budget	2019 Budget
<b>CHS Staff (only CHS Administrator)</b>			
Wages & Benefits	109,612	109,612	111,804
<b>Contracted Services</b>	30,000	10,000	10,200
Consultant fees(S.L)	30,000	30,000	0
Rent	0	44,724	45,618
<b>Mileage, Meals, Lodging, Parking &amp; Misc</b>	7,000	5,000	5,100
<b>Training</b>	5,000	2,500	2,550
<b>Dues &amp; Registration-NAACHO, LPHA</b>	2,000	2,000	2,000
<b>Meeting Expenses</b>	1,000	1,000	1,000
<b>Office Supplies/Equipment</b>	0		
Work Stations	0	18,800	0
Executive Office desk/chair	0	1,200	0
Tables/ Chairs for conf. room/	0	4,500	0
Breakroom equipment	0	1,500	0
Copier/ paper/ink supplies	0	2,700	2,040
Shredder	0	350	0
<b>Communications</b>	1,000		
Internet service	0	2,579	2,631
Telephone services	0	3,231	1,714
Cell phone/air cards/hot spots	0	1,000	1,020
Key Fobs	0	300	306
<b>Professional Services</b>			
WebsiteMaintenance	1,000	1,000	1,200
PH Doc software MCCCC	24,000	30,000	36,000
PH Doc Hosting Services	0	26,597	23,672
IT Desktop Assistance	0	4,800	4,896
Technology Maintenance	0	720	734
Audit Fees	6,000	12,000	14,400
Fiscal Officer (McLeod Auditor)	10,000	20,000	24,000
Payroll services	0	2,700	2,550
<b>Other Services &amp; Charges</b>			
Work Comp & Liability Insurance	8,500	8,500	10,200
Accreditation Fee's	3,100	3,100	0
Utilities	0	6,200	6,324
Sharps Removal	0	150	180
Badging System	0	1,500	0
Signage	0	1,200	0
Janitorial Services	0	2,400	2,448
<b>TOTAL</b>	<b>238,212</b>	<b>361,864</b>	<b>312,587</b>

EXPENSE DETAIL	One Time/Start-up	On-going Monthly	2018 Total	
<b>Office Space:</b>				
Rental	0	3,727	44,724	
Outside Signage	1,200	0	1,200	
<b>Services:</b>				
Utilities	200	500	6,200	
Sharps removal*	0	0	150	
Janitorial Services	0	200	2,400	
<b>IT Services:</b>				
Hosting of PH-DOCs Server/Network/Storage	3,393	1,934	26,597	*7 Year Contract
Desktop Support	0	400	4,800	
Internet Service	0	215	2,579	
Phone Service	1,555	140	3,231	*5 Year Contract
Technology Maintenance Contract	0	60	720	
<b>Equipment:</b>				
Executive desk/chair	1,200	0	1,200	
Cubical/workstation/chair for 4 staff	18,800	0	18,800	
Tables/Chairs/Files	4,500	0	4,500	
Breakroom Equipment (microwave/fridge)	1,500	0	1,500	
Copier	700	0	700	
Shredder	350	0	350	
Badging system	1,500	0	1,500	
<b>Payroll Services:</b>				
ADP Monthly Fee for 6 employees*	200		2,700	
<b>Total</b>	<b>35,098</b>		<b>123,852</b>	

\* indicates annual payment