February 13th, 2020
9 AM to 11 AM
Agenda

1. Meeting called to order

2. Welcome and Introductions

3. Additions to the Agenda

4. Approval of January 10th 2020 meeting minutes*

5. Fiscal Administration
   a. Approval of Expense Report*
   b. Approval of Financial Statements*
   c. Updates from MMS CHB Finance Committee

6. Administrative Items
   a. PeopleReady Contract*
   b. Employment Agreement – second 6*
   c. Update on options for 2020 audit
   d. Environmental Health Team annual report*
   e. WIC updates
   f. Discuss CHS board meeting dates for 2020

7. Other Agenda Items
   a. 2019 Novel Coronavirus

Adjourn

Attachments:
- January 10th, 2020 Meeting Minutes
- Expense Report
- Financial Statements
- Employment Agreement
- PeopleReady contract
- PeopleReady email communication
- Environmental Health Team annual report
- WIC final payout

2020 Meeting Dates
March 12th
April 9th
May 14th
June 11th
July 9th
August 13th
September 10th
October 8th
November 12th
December 10th

All meetings are 9-11 unless otherwise specified
MEEKER-McLEOD-SIBLEY COMMUNITY HEALTH BOARD Meeting Minutes
Thursday, January 9, 2020
9 AM to 11 AM
McLeod County Solid Waste Large Room, Hutchinson

Board Members
Beth Oberg..........absent     Joe Tacheny.......present     Ron Shimanski.......present
Joe Nagel..........absent      Bill Pinski.........present    Bobbie Harder.......present
Mike Housman.......present    Doug Krueger.......absent    Joy Cohrs.............absent

Staff Present
Diane Winter.........present   Amanda Maresh..........absent  Julie Erickson.......present
Rachel Fruhwirth......present Rose Anderson.......present   Klea Rettman.......present
Kiza Olson..........present

Guests:
1. Meeting called to order by Chair Mike Housman at 9:05 a.m.
2. Welcome to Kiza Olson.
3. Introductions
4. Additions to the Agenda
   Motion to approve the agenda, as written, made by Joe Tacheny and seconded by Ron Shimanski. Motion carried.
5. Approval of November 14, 2019 meeting minutes
   Motion to approve the November 14, 2019 meeting minutes, as written, made by Ron Shimanski and seconded by Bobbie Harder. Motion carried.
6. Election of Officers
   Motion by Bill Pinski and seconded by Ron Shimanski for Mike Housman to remain as CHB Chair. Motion carried.
   Motion by Ron Shimanski and seconded by Bill Pinski for Bobbie Harder to remain CHB Vice Chairman. Motion carried.
   Motion by Bobbie Harder and seconded by Bill Pinski for Ron Shamanski to remain as CHB Secretary. Motion carried.
   Motion by Bobbie Harder and seconded by Bill Pinski for Diane Winter to remain as CHB Deputy Administrator. Motion carried.
7. Appoint Executive and Finance Committee Members
   Motion by Ron Shimanski and seconded by Bill Pinski to continue with current executive and finance committee members: Mike Housman, Bobbie Harder and Ron Shimanski. Motion carried.
8. Appoint SCHSAC Representative and Alternate
   Motion by Bill Pinski and seconded by Ron Shimanski to retain Bobbi Harder as SCHSAC representative and named Kiza Olson as alternate. Motion carried.
9. **Appoint CHB Representative to the Healthy Community Leadership Team (HCLT)**
Motion by Bobbi Harder and seconded by Bill Pinsky to appoint Beth Oberg as CHB representative to the Healthy Community Leadership Team. Motion carried.

10. **Appoint Legal Representative for MMS CHB**
Motion by Ron Shimanski and seconded by Bobbie Harder to appoint Meeker County Attorney Brandi Schiefelbein as legal representative for MMS CHB. Motion carried.

11. **Conflict of Interest Policy to be completed and signed**
Conflict of Interest Policy forms were distributed, signed and returned for those present at meeting. Those not present will be mailed form to complete.

12. **Consideration of resolution 2020-1, Designation of Security Bank & Trust Co. as MMS CHB official bank and designation of staff to conduct financial transactions**
Motion by Ron Shimanski to adopt Resolution 2020-1, designating Security Bank & Trust Co., in Glencoe, as MMS CHB official bank and designation of staff to conduct financial transactions, seconded by Bobbi Harder. Roll call vote taken – all voted yes. Motion carried. Resolution adopted.

13. **Fiscal Administration**
   a. **Approval of Paid Invoices – November and December 2019**
      Discussion: There was a question concerning if a financial speaker, to present for a Well Being at work program, should be reimbursed by the SHIP grant. MDH has approved.
      Motion by Ron Shimanski and seconded by Bill Pinsky to approve Paid Invoices for November and December 2019. Motion carried.
   b. **Approval of Financial statements**
      Motion by Bill Pinsky and seconded by Ron Shimanski to approve financial statements. Motion carried.

14. **Administrative Items**
   a. **Employment Agreement – section 6**
      Discussion centered on language. Kiza Olson stated that she wishes to maintain her current involvement with other business entities and activities. Board felt agreement would accommodate, provided there is clear language stating that other interests do not occur within work hours, and permission is granted, in writing, by board chair. Diane Winter will make additions and Mike Housman will then review and sign.
   b. **Office of the State Auditor Engagement Letter**
      Discussion: Board considered and requested Kiza Olson explore options for conducting an RFP for the 2020 audit.
      Motion by Ron Shimanski and seconded by Bill Pinsky to sign the State Auditor Engagement letter, confirming services for MMS CHB, for year ended December 31, 2019. Motion carried.
   c. **Doherty Notice of Termination**
      Doherty terminated services for the part-time casual Peer Breastfeeding consultants. Motion made by Ron Shimanski and seconded by Bill Pinsky to have CHS administrator conduct research into contracting a local employment agency for payroll services. Motion carried.
   d. **Revisit Fiscal/Admin Support Purchase of Service**
      Board decided to continue with current agreement.
   e. **Suicide Prevention Grant Agreement with MDH 12.02.2019 through 06.30.2023 in the amount of $80,000 ($20,000 per year)**
      Motion by Ron Shimanski and seconded by Bill Pinsky to acknowledge that the Suicide Prevention Grant Agreement with MDH - 12.02.2019 through 06.30.2023 in the amount of $80,000 ($20,000 per year) was received. Motion carried.
15. SCHAC Updates
Bobbi Harder gave an overview of SCHAC and provided excellent handouts. Bobbi reported on discussions from meeting. An effort is in progress to improve operating procedures, structure and membership support. There will be a statewide full-scale exercise every five years - one to take place June 17, 2020, using anthrax response scenario. A Work group has been formed to focus on and raise awareness of adverse effects in children of incarcerated parents and help build resilience in these families. Next SCHAC meeting to be held on March 27, 2020, 10:30 a.m. at Wilder Foundation.

16. Other Agenda Items
Upcoming Board meeting dates to be discussed at February meeting.

17. Adjourn
Motion made to adjourn meeting at 10:23 a.m. by Bill Pinske and seconded by Bobbie Harder. Motion carried.

Attachments:
- November 14, 2019 Meeting minutes
- SCHSAC At a Glance
- Healthy Community Leadership Team
- Conflict of Interest Policy
- Resolution 2020-1 Bank Designation
- Paid Invoices November & December 2019
- Employment Agreement
- Office of the State Auditor Engagement Letter
- Doherty Notice of Termination
- Purchase of Service with Meeker County
- SCHAC Updates

2020 DATES
March 12th
April 9th
May 14th
June 11th
July 9th
August 13th
September 10th
October 8th
November 12th
December 10th

All meetings 9-11 a.m. unless otherwise specified

Ron Shimanski, MMS CHS Board Secretary  Date
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*Note: The totals have been calculated based on the amounts listed.*
Employment Agreement

What it said:
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.

Revised:
Extent of Services. Employee's entire time, attention, and energies shall be devoted to the business of Employer during business hours. Should Employee, 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, such business activity will be specifically disclosed to Employer in writing. 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.

Revised x2:
Extent of Services. Employee's entire time, attention, and energies shall be devoted to the business of Employer during business hours. Should Employee, 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, such business activity will be specifically disclosed to Employer in writing in which Employee will be granted permission, in writing, by board chair. 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.
AGREEMENT TO SUPPLY TEMPORARY STAFFING

This Agreement to Supply Temporary Staffing ("Agreement") is entered into by and between the Customer named above and PeopleReady, Inc., PeopleReady Florida, Inc., CLP Resources, Inc. and Spartan Staffing, LLC (collectively "Supplier"). No term of this Agreement shall be amended, supplemented, waived or modified except in writing referring to this Agreement and signed by each of the parties. The parties acknowledge that Customer has received and agreed to (i) this Agreement, and the (ii) Terms and Conditions to the Agreement to Supply Temporary Staffing, which are fully incorporated herein.

1. SCOPE OF SERVICES
   (a) Supplier agrees to provide temporary workers (collectively, "Associates") to work under Customer's direction and supervision.
   (b) Customer acknowledges that Supplier is not a licensed general contractor or subcontractor, and Supplier shall not be responsible for obligations of Customer's work or project, including (without limitation) the schedules, trade scope details, construction details, performance guarantees, product safety, or accuracy or warranties of construction. Nor shall Supplier have responsibility for materials or installation, acquiring permits, conducting safety meetings, quality control, posting signs, providing water or power, delays, defaults, or furnishing a bond.
   (c) Without the prior written agreement of Supplier, Customer will not entrust Associates with the care of unattended premises, custody or control of cash, credit cards, valuables or other similar property, nor shall Customer allow Associates to operate machinery, equipment or motor vehicles without the prior written permission of Supplier in each occasion.
   (d) Upon Customer's written request, Supplier will perform a background check on Associates, at Customer's expense and in accordance with the law.

2. GUARANTEE
   If Customer is not satisfied with any Associate for any reason and Customer informs Supplier within two (2) hours of arrival, Customer will not be billed for that Associate and Supplier will provide a replacement. Supplier's sole warranty is the replacement of unsatisfactory Associates.

3. MINIMUM WORK DAY
   Customer agrees to a minimum charge four (4) hours each day. If Customer fails to cancel any order at least two (2) hours prior to the assignment start time, Customer will pay the daily minimum charge for each Associate.

4. INVOICES AND PAYMENT
   Customer shall pay each weekly invoice from Supplier for the Associates provided according to the rates agreed. Invoices are due within seven (7) days of the invoice date, with no retained percentage withheld from payment and without regard to Customer's receipt of payment from any other party. Customer agrees to pay interest charges of the lesser of 1 1/2% per month, or the maximum rate permitted by law, together with reasonable attorneys' fees and/or collection fees for invoices which are unpaid more than thirty (30) days after the date of the invoice. Customer's failure to dispute in writing the charges on any invoice within fourteen (14) days of receipt shall constitute irrevocable acceptance of such charges and a waiver of the right to later dispute or reject any charges stated on the invoice.

5. BILL RATES AND CONVERSION FEES
   (a) The agreed hourly bill rates are subject to adjustment from time to time by Supplier to reflect increases in Supplier's actual or governmental mandated cost for wages, withholding amounts, governmental taxes, assessments, health care, workers' compensation insurance increases, your use of a vendor management system, and/or any other cause beyond the reasonable control of Supplier. Supplier will endeavor to notify Customer fourteen (14) days before the effective date of the increase in the hourly rate along with information supporting the reason for the increase. Customer may terminate this Agreement by giving written notice to Supplier prior to the effective date provided otherwise the adjusted hourly rate will become effective on the date specified in the notice.
   (b) Unless otherwise agreed to by both parties, you may not hire or convert an Associate to your payroll, or to a third party's payroll, whether directly or indirectly, until such Associate has worked 90 days or 520 hours, whichever is greater. Thereafter, Customer may hire an Associate for a fee which will equal three times a full week of work (or base rate x 120 hours).

6. TIME CARDS
   Customer will accurately record the daily hours worked by each Associate, and report hours worked to Supplier as agreed. Bill rates will be as set forth in Exhibit A - Pricing Proposal and will be increased to reflect by 20% during holiday hours worked and overtime hours worked according to state or local laws.

ACKNOWLEDGED AND AGREED:

Customer

Signature

Name

Title

Date:

Supplier

Signature

Name

Title

Date:
These Terms and Conditions to the Agreement to Supply Temporary Staffing ("Terms"), are incorporated within the Agreement to Supply Temporary Staffing ("Agreement") entered into between Customer and Supplier. The parties agree that Supplier is a vendor of temporary workers ("Associates") and Customer has requested that Supplier provide Associates to assist the Customer in the completion of Customer's business activities. The parties acknowledge that they have read, understand, and agree to all of the terms and conditions set forth below which shall be incorporated into the Agreement.

1. DUTIES OF SUPPLIER

(a) Supplier shall pay Associate wages as due and withhold from Associate wages and promptly pay to the appropriate governmental agencies all required taxes, social security, FICA and SUTA.

(b) Supplier shall provide workers' compensation insurance for the Associates in accordance with state law.

(c) Supplier is an equal opportunity employer and, as such agrees to comply with Title VII, FCPA, FLSA, Executive Order 11246, the Rehabilitation Act of 1973, and the Vietnam Era Veterans Readjustment Assistance Act of 1974. Customer shall not utilize Supplier's services to avoid compliance with any of the above laws and regulations.

(d) Supplier complies with the Immigration Reform and Control Act of 1986, and shall complete and maintain an I-9 form for all Associates.

2. DUTIES OF CUSTOMER

(a) Customer shall approve a time card for each Associate, or otherwise accurately report the daily hours worked by Associates. Bill rates will be increased to reflect holiday hours worked and overtime hours worked according to state or local law.

(b) Customer shall pay for billing time commencing upon the Associate's arrival at the requested time and pay overtime charges as applicable to overtime paid according to law.

(c) Customer shall provide credit references if requested and authorizes Supplier to obtain credit information about Customer from time to time and authorizes these references to release credit information to Supplier.

(d) Customer shall determine the term of the applicable guarantee whether Associates meet Customer's skill, competency, license, experience, or other requirements, and only assign Associates duties consistent with their skills and abilities.

(e) Customer agrees to maintain all records and information necessary to comply with applicable safety and employment laws and regulations. Customer shall allow Supplier, upon reasonable notice and at Supplier's expense, to inspect and audit the Supplier's applicable records and, as necessary, perform on-site interviews to ensure Supplier's compliance with all applicable safety and employment laws and regulations.

3. SAFETY AND SUPERVISION

(a) Customer understands that Supplier will not supervise its Associates and that Customer shall be responsible to provide Associates adequate supervision, direction, and control.

(b) Customer agrees to include each Associate in the safety and health program which covers Customer's employees in the performance of similar work and to provide site-specific personal protective equipment, clothing or devices necessary for any work to be performed or used by Customer's employees in the performance of similar work. Customer agrees to provide site-specific safety orientation and training to all Associates at the start of an assignment. Supplier conducts a pre-employment safety screening and provides general safety awareness through its health and safety program. Customer and Supplier agree to comply with all applicable laws, including those relating to health and safety. Customer shall not allow the Associates to engage in any unsafe practice.

(c) Customer shall determine and notify Supplier in writing if a prevailing wage, living wage, or any other government mandated minimum statutory wage under the Services Contract Act, Davis Bacon Act, or any other similar government mandated minimum statutory wage should be paid to the Associates. Customer shall indemnify, defend, and hold harmless Supplier for any underpayment, fines, penalties, interest, attorneys' fees, and/or loss of profit margin resulting from failure to ensure compliance with any such law or this paragraph, to the fullest extent permitted by law.

4. INDEMNITY AND INSURANCE

(a) Supplier further agrees at all times during the Agreement to self-insure or maintain in full force and effect workers' compensation and property damage insurance for the indemnity provision below.

(b) Except as set forth below regarding the operation of motor vehicles, to the fullest extent permitted by law, Customer agrees to defend, indemnify, and hold the Supplier harmless from and against claims, demands, and liabilities arising out of or in connection with Customer's negligence or breach of contract, or any acts, omissions or negligence of any Associates on assignment with Customer. In the event any action to enforce the Agreement or these Terms, the prevailing party will be entitled to reasonable attorney's fees and costs.

(c) Customer agrees to maintain general liability insurance of $1,000,000 per occurrence and agrees said insurance is primary and non-contributory with the insurance provided by Supplier.

(d) If Customer shall request or permit any Associate to operate any motor vehicle owned or controlled by Customer, then Customer shall maintain the following policies providing coverage for Customer's business operations and for the motor vehicles operated by Associates:

i. commercial general liability insurance coverage of not less than $1,000,000.

ii. business automobile liability insurance of not less than $1,000,000 for all owned, non-owned and hired vehicles and equipment.

iii. excess liability insurance of not less than $5,000,000.

The commercial general liability and business automobile insurance shall be primary and non-contributory with insurance provided by Supplier. Customer shall furnish to Supplier certificates of insurance and additional insured endorsement naming Supplier and its Associates as additional insureds under each such policy. Insurance shall be purchased from insurance companies admitted and licensed to do business in the states in which the Customer's vehicles are to be operated and with a Best rating of A-VIII or greater. Customer shall also indemnify, defend, and hold Supplier and its employees, including Associates, harmless from any claims and expenses (including attorneys' fees and other expense of litigation) for bodily injury, property damage or environmental pollution asserted by Customer, its employees, agents, the owner of any such vehicles and equipment or contents thereof, or by the general public, arising out of any act or omission (regardless of negligence) by Associates in the operation or use of any such vehicles for Customer.

5. COMPLIANCE WITH LAWS

(a) Customer agrees to comply with all applicable laws and ordinances relating to health and safety on the job site.

(b) Customer and Supplier shall comply with all applicable federal, state, and local laws and regulations, including but not limited to wage and hour, breaks and meal period regulations, the hiring and discharge of employees, Title VII and the FLSA. Supplier and Customer shall provide a workplace free from discrimination and unfair labor practices.

(c) Supplier is responsible for its compliance with the Affordable Care Act ("ACA") with respect to Associates. Notwithstanding the foregoing, Supplier shall not be responsible for Customer's compliance with the ACA with respect to its own employees or Customer's use of Associates to avoid its own obligations under the ACA. The parties acknowledge that a portion of the bill rate paid by Customer includes an amount for ACA coverage for Associates.

(d) Customer shall determine and notify Supplier in writing if a prevailing wage, living wage, or any other government mandated minimum statutory wage under the Services Contract Act, Davis Bacon Act, or any other similar government mandated minimum statutory wage should be paid to the Associates. Customer shall indemnify, defend, and hold harmless Supplier for any underpayment, fines, penalties, interest, attorneys' fees, and/or loss of profit margin resulting from failure to ensure compliance with any such law or this paragraph, to the fullest extent permitted by law.
EXHIBIT A
PRICING PROPOSAL

This Proposal is entered into between PeopleReady, Inc., PeopleReady Florida, Inc., CLP Resources, Inc., and Spartan Staffing LLC ("Supplier") and the Customer named below and attached to and incorporated in the Agreement to Supply Temporary Staffing ("Agreement"). Capitalized terms used but not otherwise defined herein shall have the same meaning given those terms in the Agreement.

Purchase Order Number: ___________________  Effective as of: 2/3/20

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Customer Name ("Customer"):

Accepted by (Signature):

Name: [Signature]

Date: 1/24/2020
To help protect your privacy, some content in this message has been blocked. To re-enable the blocked features, click here.

To always show content from this sender, click here.

You replied on 2/4/2020 3:37 PM.

***CAUTION: This email was sent from outside of McLeod County. Unless you recognize the sender and know the content, do not click links or open attachments.***

The mark up/bill rate is at a 1.50%
If you need any assistance or for me to attend your meeting to answer any questions, I would be more than happy to assist.

**Dana Schow**
Multi-Branch Manager

**Office** (320) 693-8871 (Litch) | **Fax** (320) 693-6747
**Office** (320) 244-2139 (Hutch) | **Fax** (320) 281-4209
**Cell #**: (320)894-8040
dschow@peopleready.com
www.PeopleReady.com

625 S Sibley Avenue- Litchfield, MN 55355
720 Century Avenue SW #106- Hutchinson, MN 55350

Heard about JobStack yet? Ask a staffing specialist about it today or download it from the iTunes store or the Google Play store.
From: Kiza Olson <Kiza.Olson@mmspublichealth.org>
Sent: Tuesday, February 4, 2020 2:58 PM
To: Schow, Dana <dschow@PeopleReady.com>
Subject: Fw: Paragraph 3

Hi Dana,

Would you verify the 1.5%? I have to bring this to the board and would like to have their questions answered for them.

Thank you!

Kiza Olson, Administrator
Community Health Services
Meeker McLeod Sibley
320.510.1319

From: Kiza Olson
Sent: Wednesday, January 29, 2020 10:39 AM
To: Schow, Dana
Subject: Re: Paragraph 3

This email should suffice. I'll attach it to the county commissioners (who I report to) to let them know. They may request something formal, just heads up.
Also, on exhibit A, 1.5 is indicated, though it looks like it is a dollar amount rather than a percentage. Would you verify that the administrative costs are 1.5% over the rate of pay?

Thank you!

Kiza Olson, Administrator
Community Health Services
Meeker McLeod Sibley
320.510.1319

---

From: Schow, Dana <dschow@PeopleReady.com>
Sent: Tuesday, January 28, 2020 4:15:13 PM
To: Kiza Olson
Subject: Re: Paragraph 3

***CAUTION: This email was sent from outside of McLeod County. Unless you recognize the sender and know the content, do not click links or open attachments.***

This would not be the case for you, this primarily is for our "on demand" positions which your are long-term/temp to hire. Would you still need something in writing or is this email okay?

On another note, I wanted to give you a quick update that Megan was able to get her stuff almost completed with me yesterday, Andrea is scheduled for Thursday morning but we have not had any luck in reaching Emily.

Please advise.

Thank you,
Dana

**Dana Schow**
Multi-Branch Manager

**Office** (320) 693-8871 (Litch) | **Fax** (320) 693-6747
**Office** (320) 244-2139 (Hutch) | **Fax** (320) 281-4209
**Cell #:** (320) 894-8040
Hi Dana,

Paragraph 3 talks about a minimum work day of at least four hours. Our staff work less than this, as we discussed. Can I get a written amendment stating our agreement?

Thanks!
January 27, 2020

Kiza Olson, CHS Administrator  
Meeker-McLeod-Sibley Community Health Board  
114 N Holcombe Avenue, Suite 250  
Litchfield, MN 55335

Dear Ms. Olson:

We are informing you that there are additional funds available for distribution to all agencies who reported expenses in excess of their FFy19 WIC grant awards.

Your agency will receive $154,132.00 to cover expenses over your grant award. These funds will be paid to your agency electronically between now and February 6, 2020.  

As a reminder, if you used other funding sources from MDH such as TANF Family Home Visiting or Title V Maternal and Child Health Block Grant to cover any of the WIC expenses now being reimbursed by this payment, you will need to refund the money to the appropriate program. For Title V refunds, please contact Kathy Wick at kathy.wick@state.mn.us. For TANF refunds, please contact Dawn Reckinger at dawn.reckinger@state.mn.us.

This grant letter is considered to be a part of the “Agreement for the Administration of the Special Supplemental Nutrition Program for Women, Infants and Children, CFDA 10.557.”

Thank you for your hard work and contributions to the success of the WIC program during the past year. If you have questions, please feel free to contact Tamara Edmundson at 651-201-3752 or tamara.edmundson@state.mn.us.

Sincerely,

[Signature]

Kathy Wick, Assistant Division Director  
Child & Family Health  
PO Box 64882  
Saint Paul, MN 55164-0882