

MEEKER-McLEOD-SIBLEY COMMUNITY HEALTH BOARD McLeod County Solid Waste Large Conference Room 1065 5th Avenue SE, Hutchinson MN 55350

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 Services

1805 Ford Avenue, Suite 200 Glencoe, Minnesota 55336

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

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 Obergabsent Joe Nagelabsent Mike Housmanpresent	Joe Tachenypresent Bill Pinskepresent Doug Kruegerabsent	Ron Shimanskipresent Bobbie Harderpresent Joy Cohrsabsent
Staff Present		
Diane Winterpresent Rachel Fruhwirthpresent Kiza Olsonpresent	Amanda Mareshabsent Rose Andersonpresent	Julie Ericksonpresent Klea Rettmanpresent

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 Pinske and seconded by Ron Shimanski for Mike Housman to remain as CHB Chair. Motion carried.

Motion by Ron Shimanski and seconded by Bill Pinske for Bobbie Harder to remain CHB Vice Chairman. Motion carried.

Motion by Bobbie Harder and seconded by Bill Pinske for Ron Shamanski to remain as CHB Secretary. Motion carried.

Motion by Bobbie Harder and seconded by Bill Pinske 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 Pinske 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 Pinske and seconded by Ron Shimanski to retain Bobbi Harder as SCHSAC representative and named Kiza Olson as alternate. Motion carried.

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9. Appoint CHB Representative to the Healthy Community Leadership Team (HCLT)

Motion by Bobbi Harder and seconded by Bill Pinske 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 Pinske to approve Paid Invoices for November and December 2019. Motion carried.
- b. Approval of Financial statements

Motion by Bill Pinske 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 Pinske 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 Pinske to have CHS administrator conduct research into contracting a local employment agency for payroll services. Motion carried.
- 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 Pinske 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.

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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 9-11a.m. unless otherwise specified

Ron Shimanski, MMS CHS Board Secretary

Date

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-	On-Line Payment Notification and Breakdown by Program	1/26/2020
1	 MEEKER-MICLEOD-SIBLEY COMMONITY HEALTH SERVICES	

									(
Vendor Name	Vendor Address	Vendor City	Vendor	Vendor Zip-Code	Payment Amount	Invoice #	Account Class	Account	Grant/Program Object Number	Object Number	Reason for Payment
Health Partners ON-LINE Automatic Payment					\$ 1,066.86		Project Harmony Grant	Health & Life Ins-County Share	212		Oct Health Ins Premium
					\$ 869.14		WIC-Admin	Health & Life Ins-County Share	225		Oct Health Ins Premium
					\$ 1,186.70		Emergency Preparedness	Health & Life Ins-County Share	502		Oct Health Ins Premium
					\$ 386.56		SHIP-Community	Health & Life Ins-County Share	230	2045	Oct Health Ins Premium
					.						
				TOTAL	\$ 3,509.26						
					331						

MEEKER-MCLEOD-SIBLEY COMMUNITY HEALTH SERVICES On-Line Payment Notification and Breakdown by Program

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Action	Date Online Auto-Payment was Made	1/23/2020			On-Line Pa	yment Notific	ation and Break	down by Program				1
Votes datasis Votes datasi	Date Uploaded to CDS:	1-28-20										0
S 251.48 S95910974 WilC Peer Grant Communications 234 6203	Vendor Name	Vendor Address	Vendor City	Vendor State	Vendor Zip-Code	Payment Amount	Invoice #	Account Class	Account	Grant/Program Number	Object Number	Reason for Payment
S	Verizon - ON-LINE Automatic Payment						9839109674	WIC Peer Grant	Communications	234		WIC Peer Cell phones
\$ 62.87 Project Harmony Grant Communications 212 6203 \$ 107.88 Emergency Preparedness Communications 502 6203 \$ 164.26 WIC-Admin Communications 225 6203 \$ 62.87 SHIP-Community Communications 230 6203 \$ 649.36								Local Public Health Grant	Communications	100		air card, desk phone, cell phone
\$ 107.83 Emergency Preparedness Communications 502 6203 \$ 164.26 WICAdmin Communications 225 6203 \$ 62.87 SHIP-Community Communications 230 6203 \$ 649.36 Communications 230 6203 \$ 649.36 Communications 230 6203								Project Harmony Grant	Communications	212		cell phone, air card
\$ 164.26 WIC-Admin Communications 225 6203 \$ 649.36 SHIP-Community Communications 230 6203 \$ 649.36								Emergency Preparedness	Communications	502		cell phone, air card
S 62.87 SHIP-Community Communications 230 6203								WIC-Admin	Communications	225		cell phone, air card
So S								SHIP-Community	Communications	230		cell phone
					TOTAL							

MEEKER-MCLEOD-SIBLEY COMMUNITY HEALTH SERVICES INVOICE PAYMENT REQUEST FORM

Date Uploaded to CDS:
Jan. 22, 2020

					22-Jan	22-Jan	22-Jan	22-Jan	22-Jan	22-Jan	22-Jan	22-Jan	22-Jan		
					Youth Intervention Program Assoc.	Vivid Image, Inc	Reliance Standard Life Ins	MN Counties Computer Cooperative	Meeker County Public Health	Meeker County Public Health	Glencoe-Silver Lake School ISD 2859	Doherty Staffing Solutions	Doherty Staffing Solutions	Vendor Name	
					Paul Meunier, 3020 160th LN NE	897 Hwy 15 S	PO Box 82510	100 Empire Drive, Suite 201	114 N Holcombe Ave, Suite 250	114 N Holcombe Ave, Suite 250	1621 E 16th St	CM 3808	CM 3808	Vendor Address	
					Ham Lake	Hutchinson	Lincoln	St. Paul	Litchfield	Litchfield	Glencoe	St. Paul	St. Paul	Vendor City	
					Z Z	Z	Z _E	N N	Z Z	NZ.	MN	N N	N.	Vendor State	
					55304-5849	55350	68501-2510	55128-1846	55355	55355	55336-1799	55170-3808	55170-3808	Vendor Zip-Code	
					\$ 250	\$ 75	\$ 781	\$ 119	\$ 7,730.00	\$ 5,885.00	\$ 750	\$ 156	\$ 117	Payment Amount	
					250.00	75.00	781.12	119.40	0.00	5.00	750.00	156.91	117.43	nount	
					Dec-19	15037	9-08507-0001	1912103	Nov-19	Dec-19	1549	183319	182965	Invoice #	
					Project Harmony Grant	FPSP		Local Public Health Grant	Local Public Health Grant	Local Public Health Grant	Healthy Communities Coalition	WIC Peer Grant	WIC Peer Grant	Account Class	
					Dues & Registrations Fees	Professional Services		Meeting Expense	Professional Services	Professional Services	Other Charges & Services	Professional Services	Professional Services	Account	
					212	206		100	100	100	103	234	234	Grant/Program Number	
					6245	6265		6353	6265	6265	6350	6265	6265	Object Number	1
					Membership	Facebook Advertising	Dental, Life & Disability	Meeting Expense	Professional Services	Professional Services	Jonas Center Collaboration	Professional Services	Professional Services	Reason for Payment	T

MEEKER-MCLEOD-SIBLEY COMMUNITY HEALTH SERVICES INVOICE PAYMENT REQUEST FORM

Date Uploaded to CDS:			INVOICE PAI	INVOICE PAYMENT REQUEST FORM	FORM				
	Vendor State	Vendor Zip-Code	Payment Amount	Invoice #	Account Class	Account	Grant/Program Number	Grant/Program Object Number	Reason for Payment
Doherty Staffing Solutions	Z	55170-3808	\$ 365.87	182261	WIC Peer Grant	Professional Services	234	6265	Professional Services
Doherty Staffing Solutions			\$ 76.39	182602	WIC Peer Grant	Professional Services	234	6265	Professional Services
Hunters Ridge Community Church	N N	55350	<u>_</u>	Dec-19	WIC Peer Grant	Meeting Expense	234	6353	Meeting Expense
Julie Kloeckl	Z Z	55335	\$ 16.63	Dec-19	Emergency Preparedness	Meals,	502	6336	Meals
Region 6 LPHA	Z Z	56253	\$ 100.00	Dec-19	Local Public Health Grant		100	6245	Dues
				•			18.0 (2)		

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

X	Customer Name ("Customer") Meeker McLepd Sybley Community Howlth Services	A Customer Address 114 N. Holicombe #250	Litenfield
No	Customer Phone	Federal Tax ID No. or SSN (if self-employed)	
T	320-693-5310	37-1867750	

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

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 1½% 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 government 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 holiday hours worked and overtime hours worked according to state or local law

ACKNOWLEDGED AND AGREED:

Customer		Supplier	
Signature: Name V 17 8 6016		Signature And Name: Dana Schow	
Title: Administrator	Date: 1/24/2020	Title: Multi-Branch Manager Date: 7 1 7	Ĩ
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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.
- 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, PPACA, 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 during 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) 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, keys, or other similar valuables or authorize Associates to operate heavy equipment or motor vehicles.

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 if primary and noncontributory 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:
 - commercial general liability insurance coverage of not less than \$1,000,000;
 - business automobile liability Insurance of not less than \$1,000,000 for all owned, non-owned and hired vehicles and equipment; and
 - 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 an AM 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 publicarising out of any act or omission (regardless of negligence) by Associates in the operation or use of any such vehicles for Customer

(e) Limitation of Liability. IN NO EVENT SHALL EITHER PARTY OR ITS RELATED COMPANIES, OR THEIR OFFICERS, AGENTS, EMPLOYEES, OR ASSOCIATES BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR LOST PROFITS, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH LIABILITY ARISES OUT OF OR IS RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

5. COMPLIANCE WITH LAWS

- (a) Customer agrees to comply with all applicable laws and ordinances relating to health and safety on the jobsite.
- (b) Supplier and Customer 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. In no event shall Customer be relieved of its primary responsibility for ensuring complete and accurate compliance with all local, state, and federal laws relating to prevailing or living wage.



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	s of: 35	120_
Position	Workers' Compensation Code	Bill (Straight Time) Rate	Overtime Rate	Holiday Rate
Pear WIC Coord.	8810	1,50 mu		
\$ 0 Day Siver	n			
Background				
included in price	in 9			
	-		*	

Entity	Fed ID	States of Operation
PeopleReady, Inc.	22-3606736	All States
PeopleReady Florida, Inc.	22-3606731	Florida
CLP Resources, Inc.	88-0413057	All States
Spartan Staffing, LLC	26-1483835	All States

Accepte	ed by (Signature):	ning Health Senie
Ke	2	
Name:	KIZH DISON	
Date:	1/24/2020	

Re: Paragraph 3



Schow, Dana <dschow@PeopleReady.com>

Reply all

Yesterday, 3:19 PM Kiza Olson

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

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, January 28, 2020 1:11 PM

To: Schow, Dana <dschow@PeopleReady.com>

Subject: Paragraph 3

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,

Kathy Wick, Assistant Division Director

Kathy Will, ast. Dursion Director

Child & Family Health

PO Box 64882

Saint Paul, MN 55164-0882