



Public Health
Prevent. Promote. Protect.

Meeker McLeod Sibley
Community Health Services

Meeker-McLeod-Sibley Community Health Board Meeting

Meeting Location: McLeod Environmental Waste Building, Hutchinson, Mn
November 9, 2023, 9-11am

1. Meeting called to order.
2. Approval of Agenda (Action)pg 1
3. Approval of the Consent Agenda Items (Action)pg 2-14
 - a. September 21, 2023, CHB Meeting Minutes*
 - b. September Expense Report*
 - c. October Expense Report*
 - d. September Grant Summary Report*
 - e. October Grant Summary Report*
4. Administrative Items
 - i. PH-Doc Maintenance and Support Agreement* (Action)pg 15-42
 - ii. Administration Budget* (Action)pg 43-44
 - iii. Grant Budget* (Action)pg 45
 - iv. Wage increase for MMS CHS Staff* (Action)
 - v. Administrator wage increase* (Action)
 - vi. Policy Updates*
 1. Drug and Alcohol-Free Workplace (Action)Old 46-66, New 67-72
 2. Salary Schedule (Action)Old 73-74, New 75
 3. Sick and Safe Leave (Action)Old 76, New 77-78
 4. Termination Entitlements (Action)Old 79, New 80
 - vii. Health Benefits* (Action)pg 81-82
 - viii. CHB Meeting Schedule* (Action)pg 83
 - ix. Executive Meeting Schedule
 - x. Terms of Office (Action)
 - xi. SCHSAC Report – Commissioner Schmalz
5. Other Agenda Items
 - a. Fiscal Update*pg 84
 - b. Administrator Update*pg 85
 - c. LPHA Update – Diane, Brittany, Rachel
 - d. County Updates (Meeker, McLeod, Sibley)

*Attachments:

- Agenda
- September Minutes
- Expense Reports
- Grant Summary Reports
- PH-Doc Agreement
- Administrative Budget
- Grant Budget
- Existing and Proposed Policies
- Meeting Schedule
- Fiscal Update
- Administrator Update

2023 Meeting Dates

November 9th

*All meetings are 9-11 unless
otherwise specified*



Meeker-McLeod-Sibley Community Health Board

Meeting Location: SWIF Building
15 3rd ave NW, Hutchinson, Mn
September 21, 2023, 9-11am
Minutes

Attendance: Commissioner Schmalz, Commissioner Bredeson, Commissioner Kreger, Commissioner Luthens, Kiza Olson, Sarah Gassman, Berit Spors, Klea Rettmann, Mary Bachman

1. Meeting called to order - 9:00am Commissioner Schmalz
2. Approval of the Agenda (Action) – Commissioner Schmalz added Administrator review. Commissioner Luthens gave motion, Commissioner Bredeson second.
3. Approval of July 13, 2023 Meeting Minutes* (Action) – Motion by Commissioner Luthens, Commissioner Bredeson second with the correction of spelling.
4. Fiscal Management
 - a. Approval of Expense Report – Invoice payments* (Action)
 - i. July – Motion by Commissioner Kreger, Commissioner Luthens second.
 - ii. August – Motion by Commissioner Luthens, Commissioner Kreger second.
 - b. Approval of Grant Summary Report* (Action)
 - i. July – Motion by Commissioner Schmalz, Commissioner Luthens second.
 - ii. August – Motion by Commissioner Kreger, Commissioner Luthens second.
5. Administrative Items
 - i. IT Update – Kiza and Sarah are now on McLeod Network.
 - ii. PeopleReady Update – Three vendors have been reached out to for quotes. Two are unable to accommodate travel aspect. The third shows 10% savings on wages and will not markup mileage. Will change staffing agencies to reflect cost savings.
 - iii. SCHSAC Report – Commissioner Schmalz gave update.
 - iv. Kiza's Review – Commissioner Schmalz gave update for Annual Review, and it has been reviewed with Executive Meeting and CHB.
6. Other Agenda Items
 - a. Lacy Aalkers Introduction – Kiza introduced her temporary position.
 - b. Mary Bachman – CHA Presentation
 - c. Fiscal Update* - Sarah Gassman gave update.
 - d. County Updates (Sibley, Meeker, McLeod)
 - i. Sibley County – Nursing Students, Employee Wellness Fair, Employee Flu Shots, in schools and DAC giving flu shots, will not host booster clinics, WIC is successful in person, Public Health is fully staffed currently, LPH Conference in November
 - ii. Meeker County – Commissioner Bredeson gave update on merge of Public Health and Social Services and construction projects, advertising for nurse and health educator.
 - iii. McLeod County – Staffing update, WIC is successful in person, COVID update, Primewest Community Reinvestment Grant,
 - e. CHS Administrator Update* - Kiza Olson gave update.

Adjourn – 10: 55 Motion to adjourned by Commissioner Luthens, Commissioner Bredeson second

Date: _____

(Lyle Grochow, MMS CHB Secretary)

MEEKER-MCLEOD-SIBLEY COMMUNITY HEALTH SERVICES
114 N Holcombe Ave, Suite 250, Litchfield MN 55355
INVOICE PAYMENTS Acct #000991730

			INVOICE PAYMENTS Acct #000991730									
	Vendor Name	Vendor Address	Vendor City	Vendor State	Vendor Zip-Code	Payment Amount	Invoice #	Grant/Program Number	Account Class	Object Number	Account	Reason for Payment
6-Sep	Vivid Image, Inc.	897 Hwy 15 South	Hutchinson	Mn	55350	\$ 190.94	22296	234	WIC Peer Grant	6402	Office Supplies	Business Cards
6-Sep	Now Micro Inc	1420 Perron RD E STE 300	Mendota Heights	Mn	55120	\$ 1,391.00	OR1006097	234	WIC Peer Grant	6350	Other Charges & Services	Laptop
6-Sep	Kiza Olson	325 S Miller Ave	Litchfield	Mn	55355	\$ 225.00	9.2.23	236	WIC-Admin	6350	Other Charges & Services	MNBC Annual Conference JR
6-Sep	Kiza Olson	325 S Miller Ave	Litchfield	Mn	55355	\$ 46.56	9.6.23	236	WIC-Admin	6350	Other Charges & Services	Books - Lactation Grant
6-Sep	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 68.66	28289643	234	WIC Peer Grant	6265	Professional Services	WIC Peer Payroll
6-Sep	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 39.82	28289643	234	WIC Peer Grant	6881	Other Contractor Fees	Mileage and Markup
6-Sep	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 341.53	28289644	236	WIC-Admin	6350	Other Charges & Services	Lactation Grant
6-Sep	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 427.01	28289644	234	WIC Peer Grant	6265	Professional Services	WIC Peer Payroll
6-Sep	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 247.67	28289644	234	WIC Peer Grant	6881	Other Contractor Fees	Mileage and Markup
12-Sep	City of Hutchinson PRCE ATTN: Sara Witte	900 Harrington St SW	Hutchinson	Mn	55350	\$ 2,998.59	9.7.23	240	SHIP	6350	Other Charges & Services	Bike Fleet Project
12-Sep	Sarah Gassman	70681 300th St	Dassel	Mn	55325	\$ 14.98	9.8.23	236	WIC-Admin	6350	Other Charges & Services	Supplemental Funding
12-Sep	Sarah Gassman	70681 300th St	Dassel	Mn	55325	\$ 135.00	9.6.23	236	WIC-Admin	6350	Other Charges & Services	Lactation Grant
13-Sep	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 97.20	28301464	236	WIC-Admin	6350	Other Charges & Services	Lactation Grant
13-Sep	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 121.20	28301464	234	WIC Peer Grant	6265	Professional Services	WIC Peer Payroll
13-Sep	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 70.29	28301464	234	WIC Peer Grant	6881	Other Contractor Fees	Mileage and Markup
13-Sep	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 230.33	28301465	236	WIC-Admin	6350	Other Charges & Services	Lactation Grant
13-Sep	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 369.03	28301465	234	WIC Peer Grant	6265	Professional Services	WIC Peer Payroll
13-Sep	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 214.03	28301465	234	WIC Peer Grant	6881	Other Contractor Fees	Mileage and Markup
13-Sep	Conway, Deuth & Schmiesing, PLLP	820 Sibley Ave N	Litchfield	Mn	55355	\$ 1,050.00	324364	100	Local Public Health Grant	6266	Audit Expense	Accounting Firm Audit Expense
13-Sep	Conway, Deuth & Schmiesing, PLLP	820 Sibley Ave N	Litchfield	Mn	55355	\$ 1,726.30	324364	100	Local Public Health Grant	6154	Contracted Services	Accounting Firm
19-Sep	Joanne Moze	4351 Harriet Ave	Minneapolis	Mn	55409	\$ 1,360.00	139	100	Local Public Health Grant	6350	Other Charges & Services	Meeker County Data
20-Sep	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 55.60	28324349	236	WIC-Admin	6350	Other Charges & Services	Lactation Grant
20-Sep	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 471.97	28324349	234	WIC Peer Grant	6265	Professional Services	WIC Peer Payroll
20-Sep	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 273.75	28324349	234	WIC Peer Grant	6881	Other Contractor Fees	Mileage and Markup
20-Sep	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 72.90	28324348	236	WIC-Admin	6350	Other Charges & Services	Lactation Grant
20-Sep	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 213.47	28324348	234	WIC Peer Grant	6265	Professional Services	WIC Peer Payroll
20-Sep	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 123.82	28324348	234	WIC Peer Grant	6881	Other Contractor Fees	Mileage and Markup
25-Sep	Vivid Image, Inc.	897 Hwy 15 South	Hutchinson	Mn	55350	\$ 124.22	22308	234	WIC Peer Grant	6402	Office Supplies	CI Business Cards
25-Sep	Kiza Olson	325 S Miller Ave	Litchfield	Mn	55355	\$ 147.81	9.25.23	240	SHIP	6336	Meals/Lodging/Parking & Misc.	Vlada Hotel Stay

26-Sep	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 382.18	28327370	236	WIC-Admin	6265	Professional Services	WIC Peer Payroll
26-Sep	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 221.66	28327370	236	WIC-Admin	6881	Other Contractor Fees	Mileage and Markup
26-Sep	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 433.80	28327371	236	WIC-Admin	6265	Professional Services	WIC Peer Payroll
26-Sep	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 251.61	28327371	236	WIC-Admin	6881	Other Contractor Fees	Mileage and Markup
27-Sep	Minnesota New Country School Nancy Pfarr	210 Main Street Box 488	PO Henderson	Mn	56044	\$ 1,249.76	9.26.23	240	SHIP	6350	Other Charges & Services	MOVES Phy Ed/Healthy Snacks
27-Sep	Minnesota New Country School Nancy Pfarr	210 Main Street Box 488	PO Henderson	Mn	56044	\$ 1,249.76	9.26.23	240	SHIP	6350	Other Charges & Services	EATS Phy Ed/ Health Snacks

MEEKER-MCLEOD-SIBLEY COMMUNITY HEALTH SERVICES
114 N Holcombe Ave, Suite 250, Litchfield MN 55355
INVOICE PAYMENTS Acct #000991730

	Vendor Name	Vendor Address	Vendor City	Vendor State	Vendor Zip-Code	Payment Amount	Invoice #	Grant/Program Number	Account Class	Object Number	Account	Reason for Payment
4-Oct	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 223.06	28339988	234	WIC Peer Grant	6265	Professional Services	WIC Peer Payroll
4-Oct	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 129.38	28339988	234	WIC Peer Grant	6881	Other Contractor Fees	Mileage and Markup
4-Oct	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 236.28	28339989	234	WIC Peer Grant	6265	Professional Services	WIC Peer Payroll
4-Oct	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 137.04	28339989	234	WIC Peer Grant	6881	Other Contractor Fees	Mileage and Markup
4-Oct	First Ev. Lutheran School	1015 14th St E	Glencoe	Mn	55336	\$ 2,499.98	9.29.23	240	SHIP	6350	Other Charges & Services	MN Eats - Hydration System
4-Oct	MnCCC Lockbox	PO Box 860687	Minneapolis	Mn	55486-0687	\$ 7,243.30	2310034	100	Local Public Health Grant	6264	PH-Doc Software	PHDoc Software Support
10-Oct	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 319.14	23853139	234	WIC Peer Grant	6265	Professional Services	WIC Peer Payroll
10-Oct	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 185.10	28353139	234	WIC Peer Grant	6881	Other Contractor Fees	Mileage and Markup
10-Oct	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 266.43	28353140	234	WIC Peer Grant	6265	Professional Services	WIC Peer Payroll
10-Oct	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 154.53	28353140	234	WIC Peer Grant	6881	Other Contractor Fees	Mileage and Markup
11-Oct	Conway, Deuth & Schmiesing, PLLP	820 Sibley Ave N	Litchfield	Mn	55355	\$ 1,400.00	324905	100	Local Public Health Grant	6266	Audit Expense	Audit Expense
11-Oct	Conway, Deuth & Schmiesing, PLLP	820 Sibley Ave N	Litchfield	Mn	55355	\$ 1,543.50	324905	100	Local Public Health Grant	6265	Professional Services	Accounting Firm
11-Oct	Teuby Continued	PO Box 24	Glencoe	Mn	55336	\$ 15.00	1058	212	Project Harmony Grant	6356	Program Costs	Vendor Cost
23-Oct	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 108.33	28367270	234	WIC Peer Grant	6265	Professional Services	WIC Peer Payroll
23-Oct	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 62.83	28367270	234	WIC Peer Grant	6881	Other Contractor Fees	Mileage and Markup
23-Oct	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 296.56	28367271	234	WIC Peer Grant	6265	Professional Services	WIC Peer Payroll
23-Oct	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 172.01	28367271	234	WIC Peer Grant	6881	Other Contractor Fees	Mileage and Markup
24-Oct	Vivid Image, Inc.	897 Hwy 15 South	Hutchinson	Mn	55350	\$ 2,000.00	22464	206	FPSP	6154	Contracted Services	Service Plan
24-Oct	Crow River Signs	123 Michigan St NE	Hutchinson	Mn	55350	\$ 333.33	8488	622	PW Health Equity Grant	6350	Other Charges & Services	Dr. Wu Printing
24-Oct	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 203.79	28377856	234	WIC Peer Grant	6265	Professional Services	WIC Peer Payroll
24-Oct	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 118.20	28377856	234	WIC Peer Grant	6881	Other Contractor Fees	Mileage and Markup
24-Oct	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 384.85	28377857	234	WIC Peer Grant	6265	Professional Services	WIC Peer Payroll
24-Oct	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 223.21	28377857	234	WIC Peer Grant	6881	Other Contractor Fees	Mileage and Markup
30-Oct	Conway, Deuth & Schmiesing, PLLP	820 Sibley Ave N	Litchfield	Mn	55355	\$ 1,463.50	325460	100	Local Public Health Grant	6265	Professional Services	Accounting Firm
31-Oct	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 184.56	28389679	234	WIC Peer Grant	6265	Professional Services	WIC Peer Payroll
31-Oct	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 107.05	28389679	234	WIC Peer Grant	6881	Other Contractor Fees	Mileage and Markup
31-Oct	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 256.38	28389680	234	WIC Peer Grant	6265	Professional Services	WIC Peer Payroll
31-Oct	PeopleReady	1002 Solutions Center	Chicago	IL	60677	\$ 148.70	28389680	234	WIC Peer Grant	6881	Other Contractor Fees	Mileage and Markup

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10/03/23

Accrual Basis

Meeker-McLeod-Sibley Community Health Services
Grant Summary Report
September 2023

	100 - Local Public Health Grant	107 - Workforce Development	212 - Project Harmony Grant
Ordinary Income/Expense			
Income			
5300 · State Grant	0.00	0.00	30,577.16
5750 · Gifts & Contributions-General	350.00	0.00	0.00
Total Income	350.00	0.00	30,577.16
Expense			
6105 · Salaries & Wages-FT	1,379.26	2,978.64	3,697.61
6110 · Salaries & Wages	6,446.79	909.12	0.00
6152 · HSA Insurance-County Share	26.81	63.75	100.00
6153 · Health & Life Ins-County Share	278.88	338.10	717.36
6154 · Contracted Services	1,726.30	0.00	0.00
6163 · PERA-County Share	558.77	279.17	277.32
6175 · FICA-County Share	598.68	297.42	279.17
6203 · Communications	51.23	0.00	51.23
6246 · Staff Development	0.00	0.00	150.00
6265 · Professional Services	0.00	0.00	0.00
6266 · Audit Expense	1,050.00	0.00	0.00
6268 · Bank Service Fees & Charges	0.00	0.00	0.00
6269 · Payroll Services	24.50	0.00	0.00
6335 · Mileage	252.83	153.27	275.76
6350 · Other Charges & Services	1,360.00	0.00	0.00
6356 · Program Costs	0.00	0.00	340.00
6402 · Office Supplies	0.00	51.23	0.00
6862 · Project Harmony CP	0.00	0.00	9,282.54
6865 · SHIP - County Payment	0.00	0.00	0.00
6881 · Other Contractor Fees	0.00	0.00	0.00
Total Expense	13,754.05	5,070.70	15,170.99
Net Ordinary Income	-13,404.05	-5,070.70	15,406.17
Net Income	-13,404.05	-5,070.70	15,406.17

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Accrual Basis

Meeker-McLeod-Sibley Community Health Services
Grant Summary Report
September 2023

	234 - WIC Peer Grant	236 - WIC	240 - SHIP-Eats
Ordinary Income/Expense			
Income			
5300 · State Grant	0.00	0.00	38,980.16
5750 · Gifts & Contributions-General	0.00	0.00	0.00
Total Income	0.00	0.00	38,980.16
Expense			
6105 · Salaries & Wages-FT	1,232.25	9,258.98	5,427.20
6110 · Salaries & Wages	0.00	0.00	100.00
6152 · HSA Insurance-County Share	0.00	100.00	0.00
6153 · Health & Life Ins-County Share	139.54	912.82	2.26
6154 · Contracted Services	0.00	0.00	0.00
6163 · PERA-County Share	92.42	694.42	407.04
6175 · FICA-County Share	82.46	652.23	422.84
6203 · Communications	202.79	80.53	132.23
6246 · Staff Developement	0.00	0.00	0.00
6265 · Professional Services	2,169.05	0.00	0.00
6266 · Audit Expense	0.00	0.00	0.00
6268 · Bank Service Fees & Charges	0.00	0.00	0.00
6269 · Payroll Services	0.00	0.00	0.00
6335 · Mileage	0.00	322.26	119.21
6350 · Other Charges & Services	1,391.00	1,808.77	2,998.59
6356 · Program Costs	0.00	0.00	0.00
6402 · Office Supplies	678.03	0.00	0.00
6862 · Project Harmony CP	0.00	0.00	0.00
6865 · SHIP - County Payment	0.00	0.00	12,310.86
6881 · Other Contractor Fees	1,258.02	0.00	0.00
Total Expense	7,245.56	13,830.01	21,920.23
Net Ordinary Income	-7,245.56	-13,830.01	17,059.93
Net Income	-7,245.56	-13,830.01	17,059.93

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Meeker-McLeod-Sibley Community Health Services
Grant Summary Report
September 2023

10/03/23

Accrual Basis

	306 - COV Vacc 3 (Fed Funding)	502 - Emergency Preparedness	505 - EP - CRI
Ordinary Income/Expense			
Income			
5300 · State Grant	0.00	0.00	0.00
5750 · Gifts & Contributions-General	0.00	0.00	0.00
Total Income	0.00	0.00	0.00
Expense			
6105 · Salaries & Wages-FT	1,118.08	4,098.40	1,240.80
6110 · Salaries & Wages	653.43	0.00	0.00
6152 · HSA Insurance-County Share	20.69	68.13	20.62
6153 · Health & Life Ins-County Share	191.76	688.56	208.46
6154 · Contracted Services	0.00	0.00	0.00
6163 · PERA-County Share	131.02	307.38	93.06
6175 · FICA-County Share	132.49	295.16	89.36
6203 · Communications	0.00	51.23	0.00
6246 · Staff Developement	0.00	0.00	0.00
6265 · Professional Services	0.00	0.00	0.00
6266 · Audit Expense	0.00	0.00	0.00
6268 · Bank Service Fees & Charges	0.00	0.00	0.00
6269 · Payroll Services	0.00	0.00	0.00
6335 · Mileage	0.00	0.00	0.00
6350 · Other Charges & Services	0.00	0.00	0.00
6356 · Program Costs	0.00	0.00	0.00
6402 · Office Supplies	0.00	0.00	0.00
6862 · Project Harmony CP	0.00	0.00	0.00
6865 · SHIP - County Payment	0.00	0.00	0.00
6881 · Other Contractor Fees	0.00	0.00	0.00
Total Expense	2,247.47	5,508.86	1,652.30
Net Ordinary Income	-2,247.47	-5,508.86	-1,652.30
Net Income	-2,247.47	-5,508.86	-1,652.30

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Meeker-McLeod-Sibley Community Health Services
Grant Summary Report
September 2023

10/03/23

Accrual Basis

	Unclassified	TOTAL
Ordinary Income/Expense		
Income		
5300 · State Grant	0.00	69,557.32
5750 · Gifts & Contributions-General	0.00	350.00
Total Income	0.00	69,907.32
Expense		
6105 · Salaries & Wages-FT	0.00	30,431.22
6110 · Salaries & Wages	0.00	8,109.34
6152 · HSA Insurance-County Share	0.00	400.00
6153 · Health & Life Ins-County Share	0.00	3,477.74
6154 · Contracted Services	0.00	1,726.30
6163 · PERA-County Share	0.00	2,840.60
6175 · FICA-County Share	0.00	2,849.81
6203 · Communications	0.00	569.24
6246 · Staff Developement	0.00	150.00
6265 · Professional Services	0.00	2,169.05
6266 · Audit Expense	0.00	1,050.00
6268 · Bank Service Fees & Charges	6.95	6.95
6269 · Payroll Services	0.00	24.50
6335 · Mileage	0.00	1,123.33
6350 · Other Charges & Services	0.00	7,558.36
6356 · Program Costs	0.00	340.00
6402 · Office Supplies	0.00	729.26
6862 · Project Harmony CP	0.00	9,282.54
6865 · SHIP - County Payment	0.00	12,310.86
6881 · Other Contractor Fees	0.00	1,258.02
Total Expense	6.95	86,407.12
Net Ordinary Income	-6.95	-16,499.80
Net Income	-6.95	-16,499.80

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11/03/23

Accrual Basis

Meeker-McLeod-Sibley Community Health Services
Grant Summary Report
October 2023

	100 - Local Public Health Grant	107 - Workforce Development	108 - CDC Federal Infrastructur
Ordinary Income/Expense			
Income			
5300 · State Grant	0.00	0.00	0.00
5303 · SHIP Grant	0.00	0.00	0.00
5336 · Local Public Health Grant	48,115.82	0.00	0.00
5338 · FPSP Grant	0.00	0.00	0.00
5345 · C&Tc State	0.00	0.00	0.00
5348 · Home Visiting Tanf	0.00	0.00	0.00
5400 · Federal Grant	0.00	0.00	0.00
5422 · Child & Teen Checkups Grant	0.00	0.00	0.00
5454 · Bioterrorism Grant	0.00	0.00	0.00
5470 · CDC Federal Infrastructure	0.00	0.00	4,366.89
Total Income	48,115.82	0.00	4,366.89
Expense			
6105 · Salaries & Wages-FT	1,204.30	2,923.48	0.00
6110 · Salaries & Wages	6,138.27	880.71	0.00
6152 · HSA Insurance-County Share	23.75	66.25	0.00
6153 · Health & Life Ins-County Share	155.97	309.73	0.00
6163 · PERA-County Share	547.37	285.31	0.00
6175 · FICA-County Share	561.72	291.01	0.00
6203 · Communications	51.30	0.00	0.00
6246 · Staff Developement	0.00	0.00	0.00
6264 · PH.DOC Software	7,243.30	0.00	0.00
6265 · Professional Services	1,543.50	0.00	0.00
6266 · Audit Expense	1,400.00	0.00	0.00
6268 · Bank Service Fees & Charges	0.00	0.00	0.00
6269 · Payroll Services	36.75	0.00	0.00
6335 · Mileage	641.90	0.00	0.00
6336 · Meals/Lodging/Parking & Misc.	138.51	0.00	0.00
6350 · Other Charges & Services	0.00	0.00	0.00
6356 · Program Costs	0.00	0.00	0.00
6402 · Office Supplies	0.00	151.29	0.00
6858 · FPSP County Payment	0.00	0.00	0.00
6862 · Project Harmony CP	0.00	0.00	0.00
6865 · SHIP - County Payment	0.00	0.00	0.00
6871 · TANF	0.00	0.00	0.00
6879 · REHN - 2	0.00	0.00	4,366.89
6881 · Other Contractor Fees	0.00	0.00	0.00
Total Expense	19,686.64	4,907.78	4,366.89
Net Ordinary Income	28,429.18	-4,907.78	0.00
Net Income	28,429.18	-4,907.78	0.00

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Meeker-McLeod-Sibley Community Health Services
Grant Summary Report
October 2023

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Accrual Basis

	206 - FPSP	212 - Project Harmony Grant	224 - TANF
Ordinary Income/Expense			
Income			
5300 · State Grant	0.00	10,843.52	0.00
5303 · SHIP Grant	0.00	0.00	0.00
5336 · Local Public Health Grant	0.00	0.00	0.00
5338 · FPSP Grant	7,560.36	0.00	0.00
5345 · C&Tc State	0.00	0.00	0.00
5348 · Home Visiting Tanf	0.00	0.00	19,011.97
5400 · Federal Grant	0.00	0.00	0.00
5422 · Child & Teen Checkups Grant	0.00	0.00	0.00
5454 · Bioterrorism Grant	0.00	0.00	0.00
5470 · CDC Federal Infrastructure	0.00	0.00	0.00
Total Income	7,560.36	10,843.52	19,011.97
Expense			
6105 · Salaries & Wages-FT	0.00	3,697.61	0.00
6110 · Salaries & Wages	0.00	0.00	0.00
6152 · HSA Insurance-County Share	0.00	100.00	0.00
6153 · Health & Life Ins-County Share	0.00	717.36	0.00
6163 · PERA-County Share	0.00	277.32	0.00
6175 · FICA-County Share	0.00	279.19	0.00
6203 · Communications	0.00	51.30	0.00
6246 · Staff Developement	0.00	65.87	0.00
6264 · PH.DOC Software	0.00	0.00	0.00
6265 · Professional Services	0.00	0.00	0.00
6266 · Audit Expense	0.00	0.00	0.00
6268 · Bank Service Fees & Charges	0.00	0.00	0.00
6269 · Payroll Services	0.00	0.00	0.00
6335 · Mileage	0.00	525.31	0.00
6336 · Meals/Lodging/Parking & Misc.	0.00	540.21	0.00
6350 · Other Charges & Services	0.00	0.00	0.00
6356 · Program Costs	0.00	15.00	0.00
6402 · Office Supplies	0.00	0.00	0.00
6858 · FPSP County Payment	5,789.06	0.00	0.00
6862 · Project Harmony CP	0.00	8,527.52	0.00
6865 · SHIP - County Payment	0.00	0.00	0.00
6871 · TANF	0.00	0.00	19,011.97
6879 · REHN - 2	0.00	0.00	0.00
6881 · Other Contractor Fees	0.00	0.00	0.00
Total Expense	5,789.06	14,796.69	19,011.97
Net Ordinary Income	1,771.30	-3,953.17	0.00
Net Income	1,771.30	-3,953.17	0.00

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Accrual Basis

Meeker-McLeod-Sibley Community Health Services
Grant Summary Report
 October 2023

	234 - WIC Peer Grant	236 - WIC	240 - SHIP-Eats
Ordinary Income/Expense			
Income			
5300 · State Grant	0.00	0.00	0.00
5303 · SHIP Grant	0.00	0.00	21,771.87
5336 · Local Public Health Grant	0.00	0.00	0.00
5338 · FPSP Grant	0.00	0.00	0.00
5345 · C&Tc State	0.00	0.00	0.00
5348 · Home Visiting Tanf	0.00	0.00	0.00
5400 · Federal Grant	0.00	0.00	0.00
5422 · Child & Teen Checkups Grant	0.00	0.00	0.00
5454 · Bioterrorism Grant	0.00	0.00	0.00
5470 · CDC Federal Infrastructure	0.00	0.00	0.00
Total Income	0.00	0.00	21,771.87
Expense			
6105 · Salaries & Wages-FT	1,460.81	9,239.08	5,427.20
6110 · Salaries & Wages	0.00	0.00	100.00
6152 · HSA Insurance-County Share	0.00	100.00	0.00
6153 · Health & Life Ins-County Share	158.32	894.04	2.26
6163 · PERA-County Share	109.56	692.93	407.04
6175 · FICA-County Share	98.35	652.30	422.83
6203 · Communications	203.10	102.60	132.30
6246 · Staff Developement	0.00	0.00	0.00
6264 · PH.DOC Software	0.00	0.00	0.00
6265 · Professional Services	1,449.80	815.98	0.00
6266 · Audit Expense	0.00	0.00	0.00
6268 · Bank Service Fees & Charges	0.00	0.00	0.00
6269 · Payroll Services	0.00	0.00	0.00
6335 · Mileage	108.73	450.64	292.13
6336 · Meals/Lodging/Parking & Misc.	0.00	0.00	147.81
6350 · Other Charges & Services	0.00	0.00	4,999.50
6356 · Program Costs	0.00	0.00	0.00
6402 · Office Supplies	146.61	8.41	0.00
6858 · FPSP County Payment	0.00	0.00	0.00
6862 · Project Harmony CP	0.00	0.00	0.00
6865 · SHIP - County Payment	0.00	0.00	19,645.61
6871 · TANF	0.00	0.00	0.00
6879 · REHN - 2	0.00	0.00	0.00
6881 · Other Contractor Fees	840.89	473.27	0.00
Total Expense	4,576.17	13,429.25	31,576.68
Net Ordinary Income	-4,576.17	-13,429.25	-9,804.81
Net Income	-4,576.17	-13,429.25	-9,804.81

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Accrual Basis

Meeker-McLeod-Sibley Community Health Services
Grant Summary Report
October 2023

	306 - COV Vacc 3 (Fed Funding)	502 - Emergency Preparedness	505 - EP - CRI
Ordinary Income/Expense			
Income			
5300 · State Grant	0.00	0.00	0.00
5303 · SHIP Grant	0.00	0.00	0.00
5336 · Local Public Health Grant	0.00	0.00	0.00
5338 · FPSP Grant	0.00	0.00	0.00
5345 · C&Tc State	0.00	0.00	0.00
5348 · Home Visiting Tanf	0.00	0.00	0.00
5400 · Federal Grant	38,339.22	0.00	0.00
5422 · Child & Teen Checkups Grant	0.00	0.00	0.00
5454 · Bioterrorism Grant	0.00	23,984.50	0.00
5470 · CDC Federal Infrastructure	0.00	0.00	0.00
Total Income	38,339.22	23,984.50	0.00
Expense			
6105 · Salaries & Wages-FT	1,381.28	3,872.80	1,203.20
6110 · Salaries & Wages	681.84	0.00	0.00
6152 · HSA Insurance-County Share	25.63	64.37	20.01
6153 · Health & Life Ins-County Share	208.84	650.66	202.15
6163 · PERA-County Share	154.73	290.46	90.24
6175 · FICA-County Share	153.61	278.92	86.66
6203 · Communications	0.00	51.30	0.00
6246 · Staff Development	0.00	0.00	0.00
6264 · PH.DOC Software	0.00	0.00	0.00
6265 · Professional Services	0.00	0.00	0.00
6266 · Audit Expense	0.00	0.00	0.00
6268 · Bank Service Fees & Charges	0.00	0.00	0.00
6269 · Payroll Services	0.00	0.00	0.00
6335 · Mileage	123.14	110.04	0.00
6336 · Meals/Lodging/Parking & Misc.	0.00	0.00	0.00
6350 · Other Charges & Services	0.00	0.00	0.00
6356 · Program Costs	0.00	0.00	0.00
6402 · Office Supplies	0.00	0.00	0.00
6858 · FPSP County Payment	0.00	0.00	0.00
6862 · Project Harmony CP	0.00	0.00	0.00
6865 · SHIP - County Payment	0.00	0.00	0.00
6871 · TANF	0.00	0.00	0.00
6879 · REHN - 2	0.00	0.00	0.00
6881 · Other Contractor Fees	0.00	0.00	0.00
Total Expense	2,729.07	5,318.55	1,602.26
Net Ordinary Income	35,610.15	18,665.95	-1,602.26
Net Income	35,610.15	18,665.95	-1,602.26

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Meeker-McLeod-Sibley Community Health Services
Grant Summary Report
 October 2023

11/03/23

Accrual Basis

	601 - Child & Teen Checkups	Unclassified	TOTAL
Ordinary Income/Expense			
Income			
5300 · State Grant	0.00	0.00	10,843.52
5303 · SHIP Grant	0.00	0.00	21,771.87
5336 · Local Public Health Grant	0.00	0.00	48,115.82
5338 · FPSP Grant	0.00	0.00	7,560.36
5345 · C&Tc State	31,717.19	0.00	31,717.19
5348 · Home Visiting Tanf	0.00	0.00	19,011.97
5400 · Federal Grant	0.00	0.00	38,339.22
5422 · Child & Teen Checkups Grant	31,717.20	0.00	31,717.20
5454 · Bioterrorism Grant	0.00	0.00	23,984.50
5470 · CDC Federal Infrastructure	0.00	0.00	4,366.89
Total Income	63,434.39	0.00	237,428.54
Expense			
6105 · Salaries & Wages-FT	0.00	0.00	30,409.76
6110 · Salaries & Wages	0.00	0.00	7,800.82
6152 · HSA Insurance-County Share	0.00	0.00	400.01
6153 · Health & Life Ins-County Share	0.00	0.00	3,299.33
6163 · PERA-County Share	0.00	0.00	2,854.96
6175 · FICA-County Share	0.00	0.00	2,824.59
6203 · Communications	0.00	0.00	591.90
6246 · Staff Developement	0.00	0.00	65.87
6264 · PH.DOC Software	0.00	0.00	7,243.30
6265 · Professional Services	0.00	0.00	3,809.28
6266 · Audit Expense	0.00	0.00	1,400.00
6268 · Bank Service Fees & Charges	0.00	6.95	6.95
6269 · Payroll Services	0.00	0.00	36.75
6335 · Mileage	0.00	0.00	2,251.89
6336 · Meals/Lodging/Parking & Misc.	0.00	0.00	826.53
6350 · Other Charges & Services	0.00	0.00	4,999.50
6356 · Program Costs	0.00	0.00	15.00
6402 · Office Supplies	0.00	0.00	306.31
6858 · FPSP County Payment	0.00	0.00	5,789.06
6862 · Project Harmony CP	0.00	0.00	8,527.52
6865 · SHIP - County Payment	0.00	0.00	19,645.61
6871 · TANF	0.00	0.00	19,011.97
6879 · REHN - 2	0.00	0.00	4,366.89
6881 · Other Contractor Fees	0.00	0.00	1,314.16
Total Expense	0.00	6.95	127,797.96
Net Ordinary Income	63,434.39	-6.95	109,630.58
Net Income	63,434.39	-6.95	109,630.58

PH-DOC MAINTENANCE AND SUPPORT AGREEMENT

Avenu Insights & Analytics, LLC

Minnesota Counties Computer Cooperative

This Public Health Documentation System ("PH-Doc") Maintenance and Support Agreement (this "Agreement") is made and jointly entered into by and between the Minnesota Counties Computer Cooperative ("MnCCC") by and through the MnCCC Board located at 100 Empire Drive Suite 201, St Paul, MN 55103 (hereinafter referred to as "Purchaser"), and Avenu Insights & Analytics, LLC located at 5860 Trinity Parkway, Suite 120, Centreville, VA 20120 (hereinafter referred to as "Vendor").

WHEREAS, the Purchaser requires **Software Support** and services to be provided for PH - Doc and the members of the PH-Doc user group, as further described in Exhibit A.

WHEREAS, Vendor desires to and is capable of providing the necessary software/services/materials/goods/equipment as stated in Exhibit A, and

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the parties agree as follows:

1. CONTRACT TERM/DURATION

This Agreement shall be effective on January 1, 2024, and shall continue through December 31, 2026, unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement ("Term"). This Agreement will automatically be extended for up to two additional one year periods (January 1, 2027, through December 31, 2027, and January 1, 2028 through December 31, 2028) unless either party delivers written notice to the other party of an intention not to renew at least one (1) year prior to the then current expiration of the Agreement.

2. VENDOR'S OBLIGATIONS

General Description. Vendor shall provide maintenance and support for the Software as described in Exhibit A. Purchaser will pay Vendor in accordance with the service fees set forth in Exhibit B (User Group & Service Fees). Both Exhibit A and Exhibit B are attached to and incorporated into this Agreement.

3. Prices. Vendor represents and warrants that any and all prices set forth in this Agreement and any and all prices in addition which Vendor may charge under the terms of this Agreement do not and will not violate any existing Federal, State or Municipal law or regulation concerning price discrimination, price fixing and/or any other illegal conduct. Vendor agrees to indemnify, exonerate, and hold Purchaser harmless from any such violation now and throughout the term of this Agreement. Prices quoted shall not be subject to increase, beyond the increases specifically identified in this Agreement, throughout the period of time covered by this Agreement unless specifically agreed to by the parties in writing.

3.1 For the contract year, January 1, 2024 amount will be \$1,017, 236.00.

- 3.2 CPI. Beginning January 1, 2025, the annual increase for each calendar year will be established by the following formula:

CPI-U is the Consumer Price Index for All Urban Consumers published monthly by the United States Bureau of Labor Statistics (BLS). The "Inflation Amount" for purposes of this Agreement will be the "Percent change from previous, Annual avg." for the last full calendar year published by the BLS as of June 1 of the year immediately preceding the applicable calendar year as set forth in the monthly CPI Detailed Report under Table 24, Historical Consumer Price Index for All Urban Consumers (CPI-U): U.S. city average, all items. The annual increase for each calendar year will be the Inflation Amount+ 1% (the "Adjustment Percentage"), not to exceed 6%.

Examples: To set the Inflation Amount for 2020, the "Percent change from previous, Annual avg." published as of June 1, 2019, for the full year of 2018, will be used. The Adjustment Percentage for 2020 will be the Inflation Amount+ 1 %. To set the Inflation Amount for 2021, the "Percent change from previous, Annual avg." published as of June 1, 2020, for the full year of 2019, will be used. The Adjustment Percentage for 2021 will be the Inflation Amount+ 1 %, not to exceed 6%.

Each year, the Adjustment Percentage will be set during the CHS user group annual meeting held in June, six (6) months prior to the beginning of the next calendar year.

If the Inflation Amount in 2024 or beyond is less than -1 % or greater than 5%, Vendor and Purchaser will mutually agree in writing upon an equitable Adjustment Percentage prior to the **CHS user group meeting in June** where the Adjustment Percentage is set for the following year. If Vendor and Purchaser cannot agree on an Adjustment Percentage prior to the June CHS meeting, the Adjustment Percentage will be the Inflation Amount+ 1 %, not to exceed 6%.

4.

- 4.1 Implementation. Vendor shall complete the requirements of this Agreement in accordance with the Statement of Work (hereinafter referred to as Exhibit A).
- 4.2 Conformance to Specifications. Vendor shall perform its obligations under this Agreement so as to meet or exceed the standards and specifications set out in Exhibit A.
- 4.3 Timeliness.
- a. Time is of the essence, and the failure of Vendor to deliver the specified goods, services and/or other deliverable or work product in accordance with Exhibit A shall constitute a material breach of this Agreement, which shall entitle Purchaser to terminate this Agreement by delivery of written notice to Vendor; provided, however, Vendor will have a period of not less than thirty (30) days from receipt of notice of material breach to cure the breach before Purchaser may terminate this Agreement.
 - b. It is understood and acknowledged by the parties to this Agreement that in the course of this project Exhibit A may be amended from time to time, upon consultation and written agreement of the parties. Notwithstanding this, it is understood that time is of the essence with regard to the Vendor's performance of obligations under this Agreement and the Vendor is expected to diligently proceed with completion of all such obligations in

accordance with the then-current Exhibit A.

- c. Vendor expressly agrees that extension of time will not be granted for delays caused by Vendor or Vendor's staff, such as equipment breakdown, inadequate or insufficient staff, failure of Vendor to place orders for equipment or materials or permits or licenses sufficiently in advance to insure delivery when needed, or other causes reasonably within Vendor's control. Vendor further agrees that it will not be allowed extra compensation for costs incurred by it because of accelerated operations to maintain Exhibit A. Vendor agrees that the prices named in this Agreement include allowance for all hindrances and delays from any cause during the performance of the work.

4.4 Reports/Evaluations

- a. In order to assist Purchaser in its obligation to evaluate and monitor Vendor's performance, Vendor shall allow personnel of Purchaser access to the work site.
- b. Vendor shall maintain and upon request furnish Purchaser with program and financial information, including evaluation and performance criteria and reports which are reasonably required for effective administration and evaluation of services.
- c. Vendor shall, upon reasonable notice, meet with Purchaser's personnel to assist Purchaser in evaluation of services and performance under this Agreement.

4.5 Vendor's Personnel. Vendor shall provide Purchaser with such information regarding the qualifications of its staff, including professionals, volunteers, and others, as is required by Purchaser to verify that present and subsequent services are being rendered by competent, trained, and properly licensed or certified personnel.

4.6 Vendor shall comply with the Minnesota Government Data Practices Act (Mn. Stats. Chapter 13), and all other federal, Minnesota and local laws and ordinances and regulations applicable to its obligations under this Agreement.

4.7 Indemnification.

- a. Any and all claims that arise or may arise against Vendor, its agents, servants or employees as a consequence of any act or omission on the part of Vendor or its agents, servants, or employees while engaged in the performance of this Agreement shall in no way be the obligation or responsibility of Purchaser (MnCCC) or its participating members. Vendor shall indemnify, hold harmless and defend Purchaser and its members, and their respective agents, officers, employees and other representatives against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which Purchaser, its agents, officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of

any negligent act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Agreement.

- b. Vendor warrants and represents that any data or programs provided to MnCCC shall be original, copyrightable works of authorship created by Vendor and its employees, and shall be free, at the time of shipment, of any computer virus, malware or other disabling code. "Virus and malware" shall be defined as any harmful or hidden programs or data incorporated therein with malicious or mischievous intent (the "Virus"). Vendor shall indemnify and hold MnCCC harmless from all losses, damages, judgments, settlements, attorney's fees, costs and expenses incurred by MnCCC as a result of any conflicting ownership claims and/or resulting from any Virus introduced by Vendor, and shall indemnify MnCCC for the resultant cost of: (i) curtailing the spread of said Virus; (ii) correction of all affected system(s) used for the benefit of MnCCC (and temporary replacement of those affected system(s) which can be corrected during period of correction). In addition, Vendor shall, at its option, immediately replace all system(s) which cannot be corrected or cured within a reasonable period of time or shall immediately reestablish the affected system(s) to be functionally equivalent to that which existed prior to the introduction of the Virus.

4.8 Designated Representative. Vendor designates Mary Thompson as Vendor's representative with respect to this Agreement, such person(s) shall have complete authority to transmit instructions, receive information, interpret and define the Vendor's policies and decisions with respect to services covered by this Agreement.

4.9 Vendor shall not enter into any subcontract for performance of any services contemplated under this agreement, nor assign any interest in the agreement without the prior written approval of the Purchaser. Any assignment may be made subject to such conditions and provisions as the Purchaser may impose. If specifically authorized by the Purchaser, Vendor is responsible for the performance of all subcontractors and shall compensate said subcontractors pursuant to the requirements of Minnesota Statute § 471.425. Vendor shall be responsible for prompt payment to all subcontractors, within thirty (30) days.

4.10 Insurance Vendor shall furnish Purchaser an original standard ACORD form type certificate of insurance for any type of insurance required to be carried by Vendor under this Agreement, or required in order to comply with any State or federal law or regulation applicable to this Agreement before work commences. Insurance must be authorized to do business in the State of Minnesota. The certificate of coverage must be provided to Purchaser within thirty (30) days after the Effective Date or prior to commencement of any work covered by that insurance under this Agreement, whichever occurs first. Vendor shall provide at least ten (10) business day's prior written notice to Purchaser of any pending or proposed cancellation and shall include Purchaser and User Group members as additional insureds for claims caused by the negligent acts or omissions of Vendor in relation to commercial general liability and business automobile liability, which may be met through a blanket additional insured basis. Purchaser shall have the right to terminate this Agreement with notice and pursue available legal remedies if Vendor does not provide the required ACORD certificates, or is otherwise not in compliance with the insurance requirements in this Section, Vendor shall require its agents and subcontractors to also carry and maintain the insurance required under this Section.

Specifically, unless otherwise required by law or regulation, Vendor shall maintain

and furnish satisfactory evidence of the following insurance coverage, standards, and rights:

- (a) Workers' Compensation Insurance: Vendor will provide Workers' Compensation insurance for all Vendor employees and, in case any work is subcontracted, Vendor will require each subcontractor to provide any applicable required Workers Compensation insurance in accordance with the statutory requirements of the state of Minnesota. Employer's Liability Coverage minimum limits shall be in each case, the greater of the minimum coverage requirements of Minnesota law, or any of the following:

- a. Bodily Injury by Accident: \$500,000 each accident.
- b. Bodily Injury by Disease: \$500,000 each employee.
- c. Bodily Injury by Disease: \$500,000 policy limit.

(b) Commercial General Liability: Vendor will maintain insurance protecting Vendor and Purchaser from claims for damages for bodily injury, including death, as well as from claims for property damage including loss of use which may arise from operations under this Agreement, by Vendor employees providing services under this Agreement. Unless otherwise specified within this Agreement, the Vendor insurance minimum amounts will be \$1,500,000 per occurrence and \$3,000,000 general aggregate - combined single limit. In addition, the coverage for bodily injury and property damage, products and completed operations liability, blanket contractual liability, and personal and advertising injury should be included,

(c) Commercial Automobile Liability: If any business vehicles are used by Vendor for business purposes during this Agreement, Vendor will maintain business automobile liability insurance. Unless otherwise specified within this Agreement, the minimum insurance coverage amount for Commercial Automobile Liability will be one million and five hundred thousand dollars (\$1,500,000) per accident or occurrence combined single limit for bodily injury and property damage. In addition, the coverage for owned, hired, and non-owned vehicles should be included.

(d) Professional Errors and Omissions Liability Insurance: Unless otherwise specified within this Agreement, Vendor insurance minimum limits will be as \$2,000,000 per claim and \$4,000,000 annual aggregate. This coverage shall include loss, due to the negligent acts, errors, or omissions of Vendor in providing the Services.

(e) Vendor must include legal defense within the liability policy limits; and shall obtain insurance policies from an insurance company having an "AM BEST" rating of A-VIII or better,

4. 11 INDEPENDENT PARTIES, This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or other business organization of any kind. Vendor and Purchaser are independent parties and neither shall act as an agent for or partner of the other party for any purpose, and the employees and agents of the independent parties shall not be deemed the employees or agents of the other. Each party shall be solely responsible for its own debts and payment of all compensation owed to its employees, including payment of any taxes related to employment and workers' compensation insurance. Each party shall be solely responsible for payments to any lower-tier subcontractors, consultants, or other persons providing goods or services to that party. Each party shall be responsible for its own federal, state, and local income, sales, use, and other taxes. Nothing in this Agreement shall give either party any right to make commitments of any kind for or on behalf of the other without the prior written consent of the other party. Purchaser and Vendor explicitly understand and agree that the members of the User Group are not parties to this Agreement, but that the members of the User Group are the intended recipients and third-party beneficiaries of the Services.

5. PURCHASER'S OBLIGATIONS

- 5.1 Purchaser shall provide full information as to requirements for the project.
- 5.2 Purchaser shall assist the Vendor by placing at its disposal all available written public data pertinent to the project, including existing reports and other public data affecting the project.
- 5.3 Purchaser shall guarantee access to the project site and make all provisions for the Vendor to enter upon public property as required by the Vendor to perform the services under this Agreement.
- 5.4 Purchaser shall give prompt written notice to the Vendor whenever the Purchaser observes or otherwise becomes aware of any defect in the project.
- 5.5 Purchaser shall act promptly on all studies, reports, proposals and other documents presented by the Vendor for approval and authorization.
- 5.6 Any liability of Purchaser or its participating members shall be governed by the provisions of the Municipal Tort Claims Act, Minn. Stat. Ch. 466, and other applicable laws. Nothing in this Agreement shall constitute a waiver by Purchaser of any immunities, limitations, exclusions, defenses, statute of limitations or exceptions on liability.
- 5.7 Designated Representative. Purchaser designates MnCCC Executive Director, as Purchaser's initial representative with respect to the Vendor's services to be performed under this Agreement; such person shall have complete authority to transmit instructions, receive information, interpret and define the Purchaser's policies and decisions with respect to products and services covered by this Agreement. Purchaser's representative shall be free at any time to appoint a successor and/or to delegate certain duties or responsibilities hereunder, by providing Vendor with written notice thereof.
- 5.8 Purchaser agrees to arrange for, coordinate, and assist authorized Vendor personnel (and third parties authorized by Vendor) access to Purchaser and User Group member physical facilities (including data processing facilities) and data communications infrastructure, as well as Purchaser and User Group member information, data, and other resources that are necessary or reasonably appropriate to permit Vendor to perform the Services. Access to resources shall include Purchaser and User Group member professional personnel, administrative personnel, and other employees at reasonable times and hours. The Purchaser, upon request by the Vendor, will attempt to resolve any access issues.
- 5.9 Purchaser agree to consider and evaluate network and operating system environment updates to the current version reasonably recommended by the Vendor for provision of the Services. Vendor may provide recommendations to Purchaser regarding upgrading network and operating system environments; however any upgrade to the network or operating system environments will be determined by Purchaser. Proposed upgrades to the network and operating systems environments will be determined by Purchaser in its sole discretion and no decision will adversely impact Agreement pricing and/or the scope of services to be provided.
- 5.10 Purchaser agrees to cooperate with Vendor as more specifically set forth in Exhibit A as required or reasonably necessary for Vendor to perform the Services. The parties understand and agree that the failure of Vendor to perform the Services with respect to any member of the user group that is

caused, in whole or in part, by the inability of Vendor to gain access to the facilities, personnel, or data of a User Group member (as required under this section or Exhibit A) shall not be deemed to be a default under Section 4 of this agreement

- 5.11 Each party shall designate a Project Manager who will have the lead responsibility for coordinating the Services, including communication with the other and other activities as more specifically set forth in Exhibit A.

6. CONFLICTING TERMS

- 6.1 If there is any conflict between this Agreement and Exhibit A, this Agreement shall govern.
- 6.2 Vendor shall promptly notify Purchaser of any discrepancy between this Agreement and Exhibit A, and any conditions at the site, or any errors, or omissions, or instructions, which may be discovered in the course of the work. Purchaser will make a determination in writing whether any error or discrepancy exists, and shall advise Vendor whether any such proposed adjustment or work is included in the Services provided hereunder or is provided at the Vendor's own risk and expense.

7. WARRANTIES/GUARANTEES

Vendor warrants that the Services will be performed by Vendor in a lawful (including compliance with all applicable federal and Minnesota statutes and regulations), professional, and workmanlike manner, using personnel generally deemed acceptable in the information technology industry to perform the Services that those Vendor personnel are assigned to perform. Purchaser may request that Vendor remove and replace any Vendor personnel providing Services if, in the reasonable opinion of Purchaser with reasons provided to Vendor, those Vendor personnel do not possess the skills and experience necessary to provide that portion of the Services in which those personnel are engaged or are otherwise unsuitable. If, after discussion with Vendor and an opportunity for remediation (except in extreme circumstances), Purchaser determines that the Vendor personnel should be replaced, Vendor will promptly replace the affected personnel at no cost to Purchaser.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VENDOR DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY EXPRESS WARRANTIES NOT INCORPORATED INTO THIS AGREEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IMPOSED BY LAW OR WHICH COULD OTHERWISE ARISE IN CONNECTION WITH PERFORMANCE BY VENDOR UNDER THIS AGREEMENT.

8. PAYMENT

- 8.1 Compensation. Purchaser shall pay for Software Programs and Annual Service Agreements at the rates specified Exhibit B.
- 8.2 Invoices for System Maintenance and Support Services. Vendor will issue invoices to Purchaser in advance for the following calendar quarter in connection with support and maintenance services. Each invoice will be issued during the first week of the month immediately prior to the beginning of each quarterly period (December for the first quarter, March for the second quarter, June for the third quarter, and September for the fourth quarter), and will set forth the quarterly fee for all maintenance and support charges.

- 8.3 Invoices for Change Request Services. Vendor shall, within fifteen (15) working days following the last day of each month that additional services were provided, submit an invoice and request for payment on an invoice form acceptable to Purchaser. Vendor shall, within fifteen (15) working days following the acceptance of any milestone deliverables, submit an invoice and request for payment on an invoice form acceptable to Purchaser.

The invoice shall itemize the following:

- 1) the hours of services or Software Programs rendered, listed by classification;
- 2) the date such services were provided;
- 3) a general description of the Products or Services provided;
- 4) the name of client receiving services;
- 5) the amount and type of all reimbursable expenses being charged; and
- 6) the dates of the performance period covered by the invoice.

- 8.4 Time of Payment. Purchaser shall, after acceptance, make payment to Vendor within thirty (30) days from the dates specified in Exhibit B. If the invoice is incorrect, or there is an issue with acceptance, defects, or some item is otherwise improper, Purchaser will notify Vendor within ten (10) days of receipt and/or testing. Purchaser shall in such case, make payment within thirty (30) days of correction and receipt of the corrected invoice from Vendor.

- 8.5 Right to Withhold Payment. Purchaser may withhold payment of the whole or part of any amount due to or claimed by the Vendor to such extent as may be necessary to protect Purchaser from loss on account of:

- a. defective work not remedied or guarantees not met;
- b. failure of Vendor to complete any part of its work in accordance with any identified Milestone(s), binding agreement and/or completion schedules established in or made a part of this Agreement;
- c. claims filed or reasonable evidence indicating probable filing of claims; and/or
- d. damage to another Vendor.

In the event Purchaser withholds payment, then no interest or other penalty shall accrue against Purchaser for non-payment of disputed claims.

- 8.6 Required System Revisions. Any required system development, revision or conversion effort will be performed in accordance with predetermined, pre-approved in writing and uniformly applied work plans. In the event Vendor is notified of specific deficiencies, which prevent acceptance of work completed, required changes will be determined in accordance with the following guidelines:

Purchaser shall bear all costs of modifications necessitated by Purchaser's revision of system requirements, as requested by Purchaser in writing, but only to the extent such costs represent additional Vendor effort, as approved by User Group.

- 8.7 Unauthorized Claims. Purchaser shall not pay any claim which is not specifically authorized by this Agreement. Payment of a claim shall not preclude Purchaser from questioning the propriety of the claim. Purchaser reserves the right to offset any overpayment or disallowance of claim by reducing future payments.

- 8.8 Payment Upon Early Termination. In the event this Agreement is terminated before the completion of services, Purchaser shall pay Vendor for services provided in a

satisfactory manner, a sum based upon the actual time spent on a prorated basis, less any credits or offsets for damages attributable to Vendor's performance and/or its failure to perform as agreed.

9. PAYMENT LIMITATION DUE TO NON-APPROPRIATION OF FUNDS

Non-appropriation. Notwithstanding any provision to the contrary, this Agreement may be immediately terminated by either party in the event sufficient funds from MnCCC, State, or Federal sources are not appropriated, obtained and continued at least at the level relied on for the performance of this Agreement, and the non-appropriation of funds did not result from any act of bad faith on the part of Purchaser (MnCCC). In the event of such termination, Vendor shall be entitled to payment, determined on a pro-rata basis, for services satisfactorily performed.

10. CONTRACT ASSIGNMENT

Vendor shall not assign nor transfer or delegate any right or obligation under this Agreement without the prior written consent of Purchaser.

11. INDEPENDENT VENDOR STATUS

At all times and for all purposes hereunder, Vendor shall be an independent contractor and is not an employee of Purchaser (MnCCC) for any purpose. No statement contained in this Agreement shall be construed so as to find Vendor, its assigns, employees, or servants, to be an employee of Purchaser, and they shall not be entitled to any of the rights, privileges, or benefits of employees of Purchaser, including, but not limited to, wages, benefits, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims, which shall all be the sole liability of Vendor.

12. OWNERSHIP, PROPRIETARY CONSIDERATIONS AND DATA SECURITY

Vendor agrees to ensure confidentiality of all work performed pursuant to this Agreement, including source code development and all Purchaser/Vendor documentation as would conform with actual Agreement language for this project pertaining to the system design to avoid pirating or any other unauthorized misuse of Purchaser's confidential information and subsequent software license disputes. Purchaser shall solely own any data, databases, custom Software Programs, interfaces or other deliverables as work product developed under this Agreement, and Vendor hereby irrevocably assigns and conveys full title therein to Purchaser and its successors and assigns.

12.1 Except for Vendor's internal work papers, Purchaser and Vendor agree that all materials and information developed under this Agreement shall become the sole property of Purchaser.

12.2 Any materials and information not developed under this Agreement, which Vendor considers to be proprietary and confidential, shall be plainly and prominently marked by Vendor as "Trade Secret", "Proprietary", or "Confidential", and shall not be utilized or incorporated into any Software, work product or other deliverable hereunder, except with Purchaser's prior written consent, and provision to Purchaser of a perpetual paid-up, royalty free, transferable, sublicensable, and unrestricted license to use such materials and information in connection with the Software or other deliverables and work product of Purchaser to be developed hereunder.

12.3 Purchaser will use reasonable means to ensure that Vendor's confidential information is safeguarded and held in confidence. Purchaser agrees not to reproduce or distribute Vendor's proprietary material to non-Purchaser agencies

without prior written permission from Vendor and/or as part of licensed use as provided in Section 12.2 above. Purchaser's obligation pursuant to this Article shall not apply to any material, data or information not plainly and prominently marked with the restrictive legends as set forth in subsection b, above.

- 12.4 Vendor agrees to protect the security of and to keep confidential all data received or produced under the provisions of this Agreement, and shall not disclose them without the prior written consent of Purchaser. Vendor further agrees to follow all applicable state and federal laws, rules and policies.
- 12.5 Vendor shall not disclose to any party any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness or problem regarding data security in computer systems of Purchaser's licensed users, or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by Purchaser, without express written authorization of Purchaser. The provisions 10.4, 10.5, and 10.6, shall survive the expiration or other termination of this Agreement.

13. PROGRAM LEVEL DOCUMENTATION & SOURCE CODE PROTECTION

Vendor acknowledges and agrees that program level documentation, including source code is required to support Vendor's application software developed pursuant to this Agreement, and that Purchaser needs to be insured the on-going ability to access and maintain the application programs. Accordingly, Vendor shall provide the Purchaser with a copy of a current version of the proposed system source code upon Purchaser's acceptance of each deliverable as specified in Exhibit A, and otherwise within twenty (20) business days of Purchaser's written request.

14. CHANGE ORDERS

Without invalidating this Agreement, Purchaser may order changes in the work, including additions, modifications, or deletions. Price and time will be adjusted accordingly as the parties may agree. All such changes in the work shall be in writing and signed by the Vendor and Purchaser and attached to the Agreement. The Vendor must not provide work that is not specified in the Agreement without first obtaining a signed change order.

15. TERMINATION OF AGREEMENT

- 15.1 Termination for Insolvency. Purchaser may, upon service of Notice of Termination on Vendor, terminate this Agreement immediately in the event of the insolvency of Vendor. Vendor shall be deemed to be insolvent if:
 - 1) Vendor has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition for bankruptcy has been filed, and whether or not insolvent within the meaning of the Federal Bankruptcy Law; or
 - 2) a voluntary petition to have Vendor declared bankrupt has been filed; or
 - 3) a Receiver or Trustee for Vendor has been appointed; or
 - 4) Vendor has executed a general assignment for the benefit of creditors.
- 15.2 Termination for Nonperformance. Purchaser may terminate all or any part of this Agreement following service of written Notice of Termination on Vendor for nonperformance of this Agreement under the following circumstances:

Vendor fails to perform any of the provisions of this Agreement; or

Vendor fails to perform installation of the software or equipment or fails to perform services under this Agreement within the time specified in this Agreement (or as specified in any authorized extension thereof); or

Vendor so fails to make progress as to endanger performance of this Agreement in accordance with this Agreement's terms.

Before Purchaser can terminate this Agreement for nonperformance, Purchaser must provide Vendor an opportunity to cure such failure(s) within a period of thirty (30) days (or such longer period as Purchaser may authorize in writing) after receipt of Notice of Termination from Purchaser.

16. PROCEDURE UPON TERMINATION

After Vendor receives a Notice of Termination, except as otherwise directed by Purchaser, Vendor shall:

- 1) Stop work under this Agreement on the date and to the extent specified in the Notice of Termination; and
- 2) Reconfirm and document the transfer of title, and deliver to Purchaser all completed work and work in process; and
- 3) Complete performance of such part of the work as shall not have been terminated by the Notice of Termination; and
- 4) Vendor shall submit to Purchaser, in the form and with any certifications as may be prescribed by Purchaser, its proposed final invoice. Such invoice shall be submitted promptly, but in no event later than three (3) months from the date of termination specified in the Notice of Termination. Said final invoice is subject to provisions 6 and 7 of this Agreement.
- 5) In the event Vendor fails to submit its final invoice, Purchaser may determine, based upon the information available to Purchaser, the amount, if any, due to Vendor and such determination shall be final.
- 6) Vendor shall provide Purchaser with current copy of all software and source code upon termination. After data is provided, Vendor shall be required to delete all Purchaser proprietary data, including software source code, and documents.

17. REMEDIES

In the event Purchaser terminates this Agreement in whole or in part due to Vendor's failure to perform, insolvency or breach, Purchaser may (following any agreed upon period of time for Vendor to cure) procure, upon such terms and in such manner as Purchaser may deem appropriate, products and/or services similar to those so terminated, and Vendor shall be liable to Purchaser for any excess costs for such similar goods or services. Vendor shall continue the performance of this Agreement of and to the extent not terminated. If this contract is terminated for Default for Nonperformance, the Vendor will provide Purchaser will all source code developed prior to default.

The rights and remedies of Purchaser provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Failure or neglect of the Purchaser to require compliance with any term or condition of this

Agreement shall not be deemed a waiver of such term or condition.

18. GOVERNING LAW; JURISDICTION AND VENUE

This Agreement shall be governed by and construed in accordance with the internal substantive and procedural laws of the State of Minnesota, without giving effect to the privileges of conflict of laws. All proceedings related to this Agreement shall be venued in the State of Minnesota, County of Ramsey, and Vendor hereby irrevocably submits for the jurisdiction and venue of such courts.

19. DOCUMENTS

It is specifically agreed to by and between the parties that this Agreement also includes the following document incorporated by reference herein:

Exhibit A (Statement of Work)

Exhibit B (User Group & Service Fees)

20. NOTICES

All notices or demands required or permitted to be given or made hereunder shall be in writing and shall be deemed to have been given if made by hand delivery with signed receipt, or when mailed by first class registered or certified mail, postage prepaid, addressed to Purchaser and Vendor at their respective addresses designated below.

MnCCC
100 Empire Drive Suite 201
St. Paul, MN 55103

Avenu Insights & Analytics, LLC
5860 Trinity Parkway, Suite 120
Centreville, VA 20120

21. FORCE MAJEURE.

Neither party will be liable for any failure or delay in the performance of its obligations under this Agreement, if any, to the extent that failure is caused, directly or indirectly, without fault by the party, by fire, flood, earthquake, extreme weather, elements of nature or acts of God; labor disruptions or strikes; acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes, or other governmental action; or any other cause beyond the reasonable control of the non-performing party. Any event meeting one or more of these criteria is referred to in this Agreement as a "force majeure event."

Upon the occurrence of a force majeure event, the non-performing party will be excused from any further performance or observance of the affected obligation(s) for as long as the force majeure circumstances prevail and that party continues to attempt to recommence performance to the extent possible without delay. Any party delayed in performance by a force majeure event will immediately notify the other party by telephone or other means (to be confirmed in writing within five (5) business days after initial notification) and describe in reasonable detail the circumstances causing the delay. Any force majeure event asserted by a non-performing party that remains in effect for more than thirty (30) days may require the parties to equitably modify Exhibit A to account for any delay caused by a force majeure event. Either party may terminate this Agreement without penalty in the event that the other party's performance is delayed for sixty (60) days or more by a force majeure event.

22. LIMITATION OF LIABILITY.

Except for liability related to infringement of intellectual property rights, MGDPA, or other violations of applicable federal or Minnesota law, or liability for tort claims resulting in bodily injury or real or tangible personal property damage, or for any claims based on gross negligence or any reckless or willful act or omission as adjudged by a court of competent jurisdiction, **NEITHER PARTY SHALL BE LIABLE, UNDER ANY CIRCUMSTANCES FOR ANY ANTICIPATORY OR LOST PROFIT, SPECIAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES OF ANY KIND (COLLECTIVELY "NON-DIRECT DAMAGES") RESULTING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT EVEN IF THOSE NON-DIRECT DAMAGES ARE ATTRIBUTED TO BREACH OF THIS AGREEMENT, TORT, NEGLIGENCE, OR OTHER CAUSE; OR EVEN IF UNDER APPLICABLE LAW THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF NON-DIRECT DAMAGES.**

IN ADDITION, THE TOTAL CUMULATIVE, AGGREGATE LIABILITY OF VENDOR TO PURCHASER FOR ANY AND ALL CLAIMS, DAMAGES, CAUSES OF ACTION, EXPENSES OF ACTION, AND LIABILITIES OF ANY KIND, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED DOUBLE THE AMOUNT OF THE MOST RECENT ANNUAL FEE FOR SERVICES RECEIVED BY VENDOR UNDER THIS AGREEMENT. IN ADDITION, THE TOTAL CUMULATIVE, AGGREGATE LIABILITY OF PURCHASER TO VENDOR FOR ANY AND ALL CLAIMS, DAMAGES, CAUSES OF ACTION, EXPENSES OF ACTION, AND LIABILITIES OF ANY KIND, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE TOTAL AMOUNT PAID TO (OR INVOICED AND UNPAID) TO VENDOR FOR PRODUCTS OR SERVICES PROVIDED TO AND ACCEPTED BY PURCHASER UNDER THIS AGREEMENT.

IN WITNESS WHEREOF, the agreements and covenants contained in this Agreement, Purchaser by resolution of its Board has caused this Agreement to be signed in duplicate and/or counterpart originals, all of which when taken together shall constitute a single original agreement, by the Chair of said Board as of the 25 day of October, 2023, and as executed and agreed by Vendor, each warranting that they are empowered and authorized to execute the same.

Avenu Insights & Analytics, LLC

By: *James Barkman*
James Barkman (Oct 30, 2023 09:05 EDT)

Name: James Barkman

Title: Chief Financial Officer

Date: 10/30/2023

Minnesota Counties Computer Cooperative

By: *Kathy Jenson*
Kathy Jenson (Oct 27, 2023 16:24 CDT)

Name: Kathy Jenson

Title: MnCCC Board Chair

Date: October 27, 2023

Minnesota Counties Computer Cooperative

By: *Jody Lien*
Jody Lien (Oct 27, 2023 10:26 CDT)

Name: Jody Lien

Title: CHS User Group Chair

Date: 10/27/2023

Minnesota Counties Computer Cooperative

By: *Lisa C. Meredith*
Lisa C. Meredith (Oct 27, 2023 13:39 CDT)

Name: Lisa C. Meredith

Title: Executive Director

Date: 10/27/2023

Exhibit A

Statement of Work

1. Services and System Components Supported

- A. Under this Agreement, Avenu will provide the Services described in this Schedule A to the MnCCC and the members of the CHS User Group.
- B. As part of Maintenance, Avenu shall support and maintain the following parts of the System:
 - a) Dailies — time management/reporting system
 - b) Electronic chart records for the following:
 - Individuals — documents services provided to clients
 - Employees — documents immunizations, certifications, reviews
 - Organizations — documents inspections, investigations, licensing
 - Community Events — documents planning, education, health fairs, clinics, outbreaks.
 - c) Referrals In/Out Processing
 - d) Medicare processing including Outcome and Assessment Information Set ("OASIS") assessments.
 - e) Orders Processing
 - f) Medications including interfaces with RxTerms (a drug interface terminology derived from RxNorm code system from the National Library of Medicine) and PEPID (a Medical Information Resources company) for medication reconciliation and drug interactions
 - g) Allergy reconciliation based on most common products based on the RxNorm code system
 - h) Payroll Processing
 - a. Electronic timecard functionality which includes timecard verification, expense
 - b. authorization and file export to CGI Payroll System
 - i) Immunizations
 - a. Inventory
 - b. Immunization Reporting
 - j) Environmental Health Processing
 - for the assessment, licensing, and tracking establishments in core PH-Doc
 - license billing
 - Environmental Health Inspection web application
 - k) Reporting for federal, state mandated, managerial, and outcomes including
 - a. sql builder for custom queries
 - b. Population groups for identifying groups of clients, employees, organizations, and community events for outcome reporting

- c. Chart audit trails for users showing charts accessed and audit logging for chart changes
- l) Supervisor Review screen
 - a. Monitor Employees To Do list
 - b. FHV case Management
 - c. Employee Tasks
- m) My Programs for monitoring programs specific to employee
- n) Master code tables — statistical, documentation, immunizations, and copy phrases including:
 - a. Customizable pathways with optional Omaha System Problem methodology
 - b. Customizable HTML forms with required and skip logic
- o) Letters/Forms using a rich text control to merge chart components into a MS Word document
- p) Family Home Visiting case screens
- q) Home page with dashboard reporting capability
- r) Health Insurance Portability and Accountability Act ("HIPAA") consent screens for Release of Information ("ROI") and Minnesota Release of Authorization ("MRA")
- s) Lab/Test Results
- t) ICD Code Deliver/Updates
- u) System code tables configured to define the agency with mapping to structured codes needed for Health Information Exchange ("HIE"), including the following:
 - Mapping - Logical Observation Identifiers Names and Codes ("LOINC"),
 - Systematized Nomenclature of Medicine Clinical Terms ("SNOMED CT") and HL7
 - Sending HL7 Admit Discharge Transfer ("ADT") messages to Clinical Data Repository (CDR) Sending HL7 Observation Results ("ORU") messages (vital signs, smoking status, pain scale, MRA consent, Quality of Life form responses) to Clinical Data Repository (CDR)
 - Sending HL7 Pharmacy dispensing information ("RDS") message (Medication lists to Clinical Data Repository (CDR)
 - Transitions of Care ("TOC"), Information sent to public health agency when patient is admitted or discharged from provider. Patient Correlation done from the Patient List (PNP list)
- v) The following interfaces:
 - Requests for external documents from HIE partners
 - Availability of Health Level Seven International ("HL7") Clinical Document Architecture ("CDA") documents for viewing as HTML, XML or PDF, Parsed documents can be viewed across documents and across organizations,
 - Import Spreadsheet capability to import spreadsheets from Health Plan or any excel spreadsheet to add/update client records and chart information.

- Template for Birth records from the Minnesota Department of Health Vital Statistics
- Send FHV payloads to Minnesota Department of Health ("MDH")
- Send visit data to Nurse Family Partnership to NSO repository
- Send Blood lead test results to MDH
- Send Immunizations to with interface to Minnesota Immunization Information Connection ("MIIC")
- iNovah Cash Receipts
- Acuity Scheduling
- MN Encounter Alert Service
- Social Services Information System ("SSIS") monitoring for Authorizations and Intakes
- w) Accounts Receivable system
 - a. HIPAA 5010 compliant claiming for 837I and 837P
 - b. General billing
 - c. Clinical template billing
 - d. Register and Bill from Social Services Information System ("SSIS") Timecard
 - e. Payment and Adjustment processing
 - f. Electronic remittances processing
 - g. Service and Billing Reporting
- x) Direct Mail Processing
- y) Agency alerts
- z) Ability to save files to database chart attachments folder
- aa) Tasks
- bb) Inventory tracking for supplies
- cc) Purge Client Processes based on Retention rules
- dd) Client Visits module (which allows staff to take laptops into the field), including a download / upload synchronization log
- ee) Scheduling module used to schedule staff with clients from assignment sheets, including the following:
 - Production of a weekly schedule
 - Produces progress reports
 - Allows for time entry
- ff) Security module, including the following:
 - Program Security groups control access for employees in the System
 - Data Security groups to control areas of the chart
- gg) System supports Active Directory sign in
- hh) Report queue that allows the ability to schedule processes and reports
- ii) PH-Doc IIS services to support webservices

2. Items Not Included in Services

The Services do not include any of the following:

- a) Installation of the System, operating software, utilities, or other software applications on hosting hardware. Avenu may provide installation recommendations and services on a time and materials basis, upon request.
- b) Any work that would require a Change Request, as defined in this Schedule A.
- c) Support for computer hardware, computer operating systems, or computer operations, including (but not limited to) the following:
 - Personal Computer (PC) Hardware and Operating Systems; and Third-Party Hardware and Software (i.e. Microsoft Windows 10 and SQL Server; Novell; FTP; SQL Anywhere).
 - Peripherals (i.e. printers, scanners, and other peripherals.)
 - Microsoft Windows Server
 - Microsoft Windows Internet Information Services ("IIS") for distributions and help text
 - Microsoft SQL Servers
 - Network and Telecommunications Hardware and Software.
 - PC Software Products such as spreadsheets, word processing, report writing, etc.
 - Upgrades for 3rd party tools including Active X, eDraw, and PepID, Acuity Scheduling software, Inpriva, PowerBuilder Ultimate Suites
 - Actual exchanges of data (operations/communications)
 - Individual client data manipulation, security, sizing, configuration, backup and recovery, memory management, or database management.

3. Hardware and Operating Software

- a) Support for the System includes support of the System in the Windows.net environment with database compatibility with SQL Server 2019 and Server 2022.
 - o Acquire and install all future Windows operating system version/release levels and appropriate service packs and hot fixes on a schedule that is agreed upon by Avenu and MnCCC. Avenu will only support the Windows operating system versions and release levels that are supported by Microsoft.
- a) The Windows operating systems supported under this Agreement are Windows 10 and Windows 11. Support for any new Windows operating system will be contingent upon agreement between Avenu and MnCCC and a written amendment to this Schedule A.
- b) MnCCC will continue to acquire and pay the cost of the each of the following, as required to maintain the Services for the listed appliances:
 - PEPID annual subscription and maintenance renewal
 - Altova MapForce annual subscription and maintenance renewal.

- c) Services are explicitly conditioned on up-to-date MS Word software. User Group members will acquire and install all future Microsoft Office Word version/release levels and appropriate service packs and hot fixes on a schedule that is agreed upon by Avenu and MnCCC. Support for any new version of Microsoft Office products will be contingent upon agreement between Avenu and MnCCC and a written amendment to this Schedule A.

4. Maintenance — Technical Hours

The Services include up to one thousand five hundred (1500) hours per year for the following:

- a) System analysis, programming, program testing, and user instructions ("Technical Hours").
- b) Program changes and enhancements: Avenu will evaluate and report on possible major program changes or enhancements; however, Avenu will make changes or enhancements to the System only upon request from MnCCC. Time spent on program changes and enhancements will be applied to the Technical Hours.
- c) Support for PH-Doc databases in the SQL server environment.
- d) Allow hours from "Maintenance - Technical hours" to be transferred to "Maintenance - Telephone Support" through mutual agreement between Avenu and through the approval of the User group or Advisory Committee. A maximum of twenty percent (20%) of the total annual Technical Hours may be carried over to the next year.

5. Maintenance — Telephone Support

Avenu will provide telephone support as part of the Services, as follows:

- a) Up to one thousand five hundred (1500) hours per year for telephone consultation ("Telephone Support Hours").
- b) Telephone support will be available during normal business hours: 8:00 a.m. to 5:00 p.m., Central Time, Monday through Friday, except Avenu holidays.
- c) Avenu will provide a return call to User Group members within six (6) hours (during normal business hours) after receipt of a telephone request for assistance.
- d) For any User Group member that identifies a request as "Critical," Avenu will provide a return call within two (2) hours (during normal business hours) after receipt of a telephone request for assistance. A "Critical" request is a situation where the System is unable to function.
- e) If a User Group member requests a basic SQL (structured query language) statement or query support, and the statement or support can be accomplished in one hour or less, Avenu will provide that statement or support and count the time spent on that task against the Telephone Support Hours. If Avenu determines that the basic SQL statement or query support will require more than one hour to

accomplish, then Avenu will inform MnCCC that the support will require a change request.

- f) If a User Group member requests virtual training, and Avenu estimates that the requested training will take one (1) hour or less, then Avenu will provide that training and count the time spent on that training against the Telephone Support Hours. If Avenu determines that the requested WebEx training will take longer than one (1) hour, then Avenu will inform MnCCC user group member that the training will require a change request.
- g) Avenu representative will attend any additional work groups meetings (e.g. Roadmap committee, MECSH work group), one person's time will be charged to the Maintenance – Telephone Support hours.
- h) Additional user group training requested by the Training focus group outside the once per month training will be charged to the Maintenance – Telephone Support hours.
- i) Allow hours from "Maintenance – Telephone Support hours" to be transferred to Maintenance - Technical through the mutual agreement between Avenu and the User group or Advisory Committee. A maximum of twenty percent (20%) of the total annual Telephone Support Hours may be carried over to the next year.

6. Maintenance — ~~Health Information Exchange~~

7. Additional Services supplied within this Agreement

- a) Additional Services provided under Maintenance include:
 - Project management and account management
 - Weekly Avenu staff project meetings
 - Estimates and design of statements of work for enhancements.
 - Enhancement Focus group prep meeting and attendance by Avenu staff
 - User group meeting/prep and attendance by Avenu staff
 - Training class recordings and distribution of the recording
 - Monthly targeted virtual training for the CHS User group per request of the training committee. This training will occur once a month at a time mutually set by Avenu and MnCCC. Virtual Training Sessions will be recorded and made available to the User Group via the Avenu Resource website. Monthly one-hour virtual training is NOT part of the Technical Hours or Telephone support hours except as otherwise stated in 5(f) of this Schedule.
 - If Alpha software testing support, including preparation and file setup at Avenu offices for up to three User Group members for each major distribution as requested by the user group.
 - BETA testing support and rework with distribution

- Time spent with an individual User Group member with respect to beta testing or discussions regarding approved program changes and enhancements.
 - Peer review of enhancements
 - Rework/fixes documentation and distribution
 - Attend conferences as requested by MnCCC. Expenses, however will be charged back to MnCCC.
 - Attend industry standard seminars and meetings (e.g. HL7, HIPAA, MDH, Sybase, PowerBuilder)
- b) Periodic reporting of Technical Hours, Telephone Support Hours the HIE Hours (in hour and minute format) used on an aggregate basis and on a per User Group member basis.
 - c) Avenu will maintain a copy of program backups for the current and one previous release of the System as part of the Services, Any changes made by MnCCC or a User Group Member will not be included in this backup.
 - d) Avenu will deliver to MnCCC a copy of the updated source code for the System annually, when a phase is delivered, or as reasonably requested by MnCCC. Time spent on this service will be applied to the Technical Hours.
 - e) Avenu shall provide an annual update to the International Classification of Diseases (ICD) code file (or its replacement, if approved by the User Group). If Avenu determines that the layout of the File has been altered and will require programing and analysis to alter the program. Avenu will advise MnCCC of any changes needed in the form of a change request. MnCCC will pay any cost associated with obtaining the ICD File.

8. Excess Hours for Services — Technical Hours and Telephone Support Hours

Avenu may perform additional services related to the System on a time-and-materials basis, as follows:

- a) If MnCCC or a User Group member requests and Avenu performs any system analysis, programming, program testing, or user instructions in excess of the one thousand fifteen hundred (1500) Technical Hours, those Services will be performed on a time and materials basis at the hourly rates set forth in Schedule B.
- b) If MnCCC or a User Group member request and Avenu performs any telephone consultation or troubleshooting in excess of the one thousand fifteen hundred (1500) Telephone Support Hours, those Services will be performed on a time and materials basis at the hourly rates set forth in Schedule B. All requests for Services in excess of Technical Hours or Telephone Support Hours must be in writing; however, a change request will not be required.
- c) Avenu will invoice MnCCC for all excess hours at the end of each calendar year

9. Optional Services — Change Requests

- a) MnCCC or any User Group member may request any of the following services that are related to the System but are not part of the maintenance and support services provided under this Agreement:
 - Programming of enhancements to the System requiring work in excess of programming services using Technical Hours.
 - On-site visits, on-site troubleshooting, systems consultation, and training of new personnel requested by a User Group member.
 - Installation services
 - Training services requiring work more than time allowed under Telephone Support Hours.
 - Telephone consultation or technical support after business hours or on weekends or holidays.
 - Any changes to the System required to sustain HIE (including changes to firewalls, exchanging security certificates, and other services).
 - Certification of new operating systems (e.g, Windows 11, SQL Server 2022, Windows Server 2022).
 - Upgrades to developer tools, including PowerBuilder and imbedded SQL database.
 - Other services related to the System requested by MnCCC.
- b) If services under this Section are requested by MnCCC or a User Group member, Avenu will provide MnCCC with a change request that includes a statement of work, schedule, pricing, and other provisions related to the services ("Change Request").
- c) Prior to the provision of any services under a Change Request, that Change Request must be approved in writing by: (i) Avenu; (ii) the MnCCC Executive Director; and (iii) either the affected individual User Group member (the User Group member requesting the services) or the User Group Chair (for changes requested by the User Group).

Exhibit B

CHS User Group & Service Fees

1. USER GROUP

The user group consists of the following community health agencies in Minnesota:

1. Anoka County Community Health and Environmental Services
2. Beltrami County Health and Human Services
3. Benton County Health and Human Services
4. Blue Earth County Human Services
5. Carver County Public Health
6. Cass County Public Health Services
7. Chisago County Public Health and Human Services
8. City of Bloomington Public Health
9. Clay County Public Health
10. Dakota County Health Services
11. Dodge County Public Health
12. Fillmore County Public Health
13. Freeborn County Public Health
14. Goodhue County Public Health Services
15. Hennepin County/Hennepin Health Services
16. Houston County Public Health
17. Kandiyohi County Public Health
18. Meeker, McLeod, Sibley County CHB
19. Morrison County Public Health
20. Mower County Health and Human Services
21. Olmsted County Public Health Services
22. Otter Tail/Becker County Public Health
23. Polk, Norman-Mahnomen County Public Health Services
24. Ramsey County
25. Rice County Public Health Nursing Services
26. Scott County Public Health
27. Sherburne County Public Health
28. Stearns County Human Services
29. Steele County Public Health Nursing
30. Todd County Public Health
31. Wabasha County Public Health
32. Wadena County Public Health
33. Waseca County Public Health
34. Washington County
35. Wilkin County Public Health
36. Winona County Community Health Services
37. Wright County Public Health

Any new agencies shall be added to the user group via a change order.

2. FEES FOR SYSTEM MAINTENANCE AND SUPPORT SERVICES

Beginning January 1, 2024 the annual Maintenance and Support agreement will be \$1,017,236.00. MnCCC shall pay Avenu the following amounts for the maintenance and support services for the System each quarter during 2024.

1 st Quarter	\$254,309
2 nd Quarter	\$254,309
3 rd Quarter	\$254,309
4 th Quarter	\$254,309

Beginning January 1, 2025 the annual increase for each calendar year will be established by the following formula:

CPI-U is the Consumer Price Index for All Urban Consumers published monthly by the United States Bureau of Labor Statistics (BLS). The "Inflation Amount" for purposes of this Agreement will be the "Percent change from previous, annual avg," for the last full calendar year published by the BLS as of June of the year immediately preceding the applicable calendar year as set forth in the monthly CPI Detailed Report under Table 24, Historical.

For reference – <https://www.bls.gov/cpi/tables/supplemental-files/historical-cpi-u-202206.pdf>

Archived Consumer Price Index Supplemental Files : U.S. Bureau of Labor Statistics (bls.gov)

The annual increase for each calendar year will be the Inflation Amount + 1% (the "Adjustment Percentage"). Each year, the Adjustment Percentage will be set during the CHS annual user group meeting held in June or six (6) months prior to the beginning of the next calendar year. If the inflation Amount in previous year is less than -1% or greater than 5%, Avenu and MnCCC will mutually agree in writing upon an equitable Adjustment Percentage prior to the CHS user group meeting in June where the Adjustment Percentage is set for the following year. If Avenu and MnCCC cannot agree on an Adjustment Percentage prior to the **June meeting, the Adjustment Percentage will be the Inflation Amounts + 1%**

Avenu will invoice MnCCC at the beginning of each calendar quarter.

3. FEE FOR CHANGE REQUEST SERVICES

- a. Services provided pursuant to an approved Change Request under Section 9 of the SOW will be performed at the following time & materials hourly rates based on the annual increase for the time & materials hourly rate for each calendar year will be the Adjustment Percentage as established under Schedule B, User Group & Service Fees, Section 2, Fees for System Maintenance and Support Services
- b. The hourly rate for 2024 will be \$200.32.
- c. The following discounts will be applied to the rates in paragraph (a) of this Section:

Change Requests that entail commitment of 100 to 199 Hours: 5% Rate Discount
Change Requests that entail commitment of 200 to 500 Hours: 10% Rate Discount
Change Requests that entail commitment above 500 Hours: 15% Rate Discount

- d. Applicable discounts must be included in each Change Request, based on the estimate of hours provided by Avenu however, the discount rate will only be applied based on the actual hours invoiced by Avenu for a Change Request.
 - e. Time for services under Section 9 of the SOW will be calculated in quarter hour increments.
 - f. Avenu will invoice for services under Section 9 of the SOW monthly.
 - g. Travel time will be billed at a rate of \$100/hour. Any other travel expenses incurred in performing services under Section 9 of the SOW will be billed at actual costs with supporting receipts or other documentation attached.
 - h. Meeting expenses held at Avenu offices will be billed back to MnCCC.
4. HIPAA Business Associate Agreement, included herein, in its entirety in order to enable Avenu to act as a Business Associate of the covered entity of the MnCCC CHS User Group members to comply with the Health Insurance Portability and Accountability Act (HIPAA) and MN laws governing Protected Health Information (PHI) of Individuals











PH-Doc 2024 Maintenance and Support with Exhibits FINAL


Final Audit Report

2023-10-30


Created:	2023-10-26
By:	Amanda Beyer (amanda@mnccc.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXK9MfpP2CcKkYBGs7GJUbbDgd4KtX1xy

"PH-Doc 2024 Maintenance and Support with Exhibits FINAL" History


-  Document created by Amanda Beyer (amanda@mnccc.gov)
2023-10-26 - 2:49:58 PM GMT
-  Document emailed to kathy.jenson@co.roseau.mn.us for signature
2023-10-26 - 3:00:17 PM GMT
-  Email viewed by kathy.jenson@co.roseau.mn.us
2023-10-26 - 3:04:24 PM GMT
-  Signer kathy.jenson@co.roseau.mn.us entered name at signing as Kathy Jenson
2023-10-27 - 3:23:58 PM GMT
-  Document e-signed by Kathy Jenson (kathy.jenson@co.roseau.mn.us)
Signature Date: 2023-10-27 - 3:24:00 PM GMT - Time Source: server
-  Document emailed to jlien@ottertailcounty.gov for signature
2023-10-27 - 3:24:01 PM GMT
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2023-10-27 - 3:25:54 PM GMT
-  Signer jlien@ottertailcounty.gov entered name at signing as Jody Lien
2023-10-27 - 3:26:46 PM GMT
-  Document e-signed by Jody Lien (jlien@ottertailcounty.gov)
Signature Date: 2023-10-27 - 3:26:48 PM GMT - Time Source: server
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2023-10-27 - 6:39:37 PM GMT

 Document e-signed by Lisa C. Meredith (lisa@mnccc.gov)

Signature Date: 2023-10-27 - 6:39:39 PM GMT - Time Source: server

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2023-10-27 - 7:31:33 PM GMT

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2023-10-30 - 12:05:21 PM GMT

 Document e-signed by james barkman (james.barkman@avenuinsights.com)

Signature Date: 2023-10-30 - 12:05:23 PM GMT - Time Source: server

 Agreement completed.

2023-10-30 - 12:05:23 PM GMT

BOARD RATIFICATION STATEMENT

The Board of _____ has ratified the PH-DOC MAINTENANCE AND SUPPORT AGREEMENT between Avenu Insights & Analytics, LLC and the Minnesota Counties Computer Cooperative (MnCCC) on behalf of the Community Health Services (CHS) User Group for the maintenance and support of the PH-Doc Software. The Agreement will be effective January 1, 2024 through December 31, 2026 with up to two automatic additional one-year extensions unless the CHS User Group votes not to extend the contract and requires MnCCC to provide at least one-year notice to Avenu. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this project.

Signed: _____
Board Chair

Date: _____

Attest: _____

Title: _____

Date: _____

**Meeker-McLeod- Sibley Community Health Service
2024 ADMINISTRATION BUDGET - Preliminary**

Income		2024 Budget		2023 YTD		2023 Budget		2022 Actual	
5336	Local Public Health Grant	\$	412,326	\$	412,326	\$	412,326	\$	412,326
5750	Gifts & Contributions	\$	-	\$	2,350	\$	-	\$	
5860	Miscellaneous	\$	-	\$	1,189	\$	-	\$	1,620
5990	Refunds & Reimbursements	\$	-	\$	-	\$	-	\$	1,068
8010	Interest	\$	-	\$	-	\$	360	\$	158
Total Income		\$	412,326	\$	415,865	\$	412,686	\$	415,172
Expense		2024 Budget		2023 YTD		2023 Budget		2022 Budget YTD	
6105	Salaries & Wages	\$	142,506	\$	85,531	\$	132,210	\$	63,721
6151	WC Insurance	\$	10,727	\$	8,682	\$	8,682	\$	10,494
6152	HSA Insurance--CHS Share	\$	1,200	\$	699	\$	600	\$	200
6153	Health & Life Ins--CHS Share	\$	5,911	\$	4,886	\$	1,800	\$	971
6154	Contracted Services	\$	10,000	\$	-	\$	-		
6163	PERA--CHS Share	\$	10,688	\$	8,075	\$	10,062	\$	6,426
6175	FICA--CHS Share	\$	10,908	\$	6,540	\$	9,114	\$	4,875
6177	Unemployment	\$	-	\$	-	\$	-		
6203	Communications	\$	2,820	\$	1,991	\$	2,160	\$	2,383
6241	Printing & Publishing	\$	1,500	\$	-	\$	1,500		
6245	Dues & Registrations	\$	500	\$	348	\$	5,600	\$	179
6264	PH-Doc Software	\$	31,962	\$	26,530	\$	30,223	\$	13,667
6265	Professional Services	\$	38,800	\$	31,626	\$	54,300	\$	39,202
6266	Audit Expense	\$	23,000	\$	1,050	\$	19,000	\$	18,438
6268	Bank Service Fees & Charges	\$	300	\$	300	\$	300	\$	63
6269	Payroll Services	\$	350	\$	235	\$	350	\$	187
6270	IT Support	\$	18,500	\$	16,908	\$	16,908	\$	16,908
6335	Mileage	\$	6,000	\$	2,553	\$	4,500	\$	1,461
6336	Meals/Lodging/Parking	\$	1,500	\$	98	\$	2,000	\$	740
6340	Rent	\$	-	\$	-	\$	-	\$	-
6350	Other Charges & Services	\$	19,900	\$	4,839	\$	17,536	\$	-
6353	Meeting Expenses	\$	1,000	\$	211	\$	2,000	\$	1,314
6360	Training	\$	2,000	\$	60	\$	1,000	\$	316
6402	Office Supplies	\$	1,000	\$	117	\$	750	\$	138
6612	Small Equipment	\$	1,000	\$	-	\$	750	\$	-
6855	CHS County Payments	\$	70,254	\$	146,809	\$	90,981	\$	130,272
Total Expense		\$	412,326	\$	348,086	\$	412,326	\$	311,954

2024 CHS Administration Budget Detail \$412,326

The following is a breakdown of expenses for line items that included multiple expenses or calculated based on a formula.

ACCOUNT NUMBER	DESCRIPTION	AMOUNT
6105--Salaries & Wages	CHS Administrator: 30 hrs/week, Business Office Manager: 30 hrs/week	\$ 142,506
6151--WC Insurance	MCIT	\$ 10,727
6152--HSA Insurance	HSA	\$ 1,200
6153--Health & Life Ins	Health & Life Ins	\$ 5,911
6154--Contracted Services	Joann Moze data support	\$ 10,000
6164--PERA--CHS Share	CHS Admin 7.5% gross earnings	\$ 10,688
6175--FICA--CHS Share	7.65% gross earnings	\$ 10,902
6203--Communications	CHS Administrator & BOM cell phone, estimated at \$55/month/line (\$1,320), Survey Monkey (\$1,500)	\$ 2,820
6241--Printing & Publishing	Miscellaneous printing, CHA documents	\$ 1,500
6245--Dues & Registrations	LPHA dues (\$500)	\$ 500
6264--PH-Doc Software	MNCCC Ph-Doc software support (\$30,712) & misc charges (\$1,250)	\$ 31,962
6265--Professional Services	Vivid Image website support & Facebook (\$2,500) CDS/CDSA (\$36,300)	\$ 38,800
6266--Audit Expense	Auditor	\$ 23,000
6268--Bank Fees & Charges	Monthly fees & charges	\$ 300
6269--Payroll Services	Monthly fees & charges	\$ 350
6270--IT Support	McLeod Co. IT--PH-Doc server hosting, CHS employee email & file storage	\$ 18,500
6335--Mileage	Estimated at 800 miles/month @ \$0.625/mile	\$ 6,000
6336--Meals/Lodging/Parking	SCHSAC, AMC, LPHA annual meetings	\$ 1,500
6340--Rent		\$ -
6350--Other Charges & Services	PHEP/CRI shortfall (\$18,900) CHS Employee Wellness (\$1,000)	\$ 19,900
6353--Meeting Expenses	CHS All Staff meetings	\$ 1,000
6360--Training	TBD	\$ 2,000
6402--Office Supplies	Basic office supplies	\$ 1,000
6612--Small Equipment	TBD	\$ 1,000
6855--County Payments	Based on historical formula (Meeker 31%, McLeod 49%, Sibley 20%)	\$ 70,254
		\$ 412,319

2024 CHS Total GRANT Budget						
	Receipts	Expenditures				
		Meeker	McLeod	Sibley	CHS	Total
Local Public Health Grant						
State Funds	\$ 412,326	\$ 21,779	\$ 34,424	\$ 14,051	\$ 342,072	\$ 412,326
TANF	\$ 96,712	\$ 34,779	\$ 35,341	\$ 24,196	\$ 2,396	\$ 96,712
MCH	\$ 82,624	\$ 25,753	\$ 39,944	\$ 16,527	\$ 400	\$ 82,624
Follow Along	\$ 6,300	\$ 1,953	\$ 3,087	\$ 1,260	\$ -	\$ 6,300
Health Disparities	\$ 1,353	\$ -	\$ -	\$ -	\$ 1,353	\$ 1,353
WIC	\$ 415,020	\$ -	\$ -	\$ -	\$ 415,020	\$ 415,020
WIC Peer Breastfeeding Grant	\$ 86,000		\$ -	\$ -	\$ 86,000	\$ 86,000
Family Planning	\$ 43,214	\$ 13,396	\$ 21,175	\$ 8,643	\$ -	\$ 43,214
C&TC Outreach	\$ 219,499	\$ 70,779	\$ 101,052	\$ 41,168	\$ 6,500	\$ 219,499
Newborn Hearing Screening Program	\$ 3,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ 3,000
CRI	\$ 16,500				\$ 16,500	\$ 16,500
Emergency Preparedness	\$ 70,485	\$ -	\$ -	\$ -	\$ 70,485	\$ 70,485
SHIP	\$ 224,095	\$ 47,791	\$ 39,822	\$ 37,253	\$ 99,228	\$ 224,095
Health Equity - PrimeWest Grant	\$ 25,000	\$ -	\$ -		\$ 25,000	\$ 25,000
Infrastructure Grant	\$ 54,616	\$ -	\$ 14,316	\$ 14,316	\$ 25,984	\$ 54,616
RHEN 2	\$ 77,856	\$ 2,000	\$ 2,000	\$ 73,856		\$ 77,856
Project Harmony	\$ 276,701	\$ 37,233	\$ 52,233	\$ 37,233	\$ 150,002	\$ 276,701
COVID (YTD)	\$ 319,483	\$ 66,640	\$ 229,436	\$ -	\$ 23,408	\$ 319,483
		\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ 2,430,783	\$ 323,103	\$ 573,830	\$ 269,503	\$ 1,264,348	\$ 2,430,783
Community Health Board, Chair				Date		

SECTION 3.6 - DRUG AND ALCOHOL-FREE WORKPLACE

Meeker-McLeod-Sibley Community Health Services recognizes its responsibility to maintain a drug and alcohol-free workplace. The purpose of this policy is to set forth Meeker-McLeod-Sibley Community Health Services policy regarding alcohol and other drug use, including unlawful drug use or abuse in the workplace, and testing procedures.

PROHIBITIONS

- A. No employee shall report to work under the influence of alcohol, marijuana, controlled substances, or other drugs which affect his/her alertness, coordination, reaction, response, judgment, decision-making or safety.
- B. No employee shall operate, use or drive any work related equipment, machinery or vehicle while under the influence of alcohol, marijuana, controlled substances, or other mood-altering drugs. Such employee is under an affirmative duty to immediately notify his/her supervisor that he/she is not in appropriate mental or physical condition to operate, use or drive work-related equipment.
- C. During work hours, while on Meeker-McLeod-Sibley Community Health Services premises or wherever the Meeker-McLeod-Sibley Community Health Services work is being performed, no employee shall use, manufacture, sell, possess or transfer any illegal drug, including marijuana, alcoholic beverages, or any prescription drug (except as medically prescribed and directed). Additionally, employees shall not participate in these activities during rest breaks or during overtime work. The following are exceptions:
 - Possession of alcohol, only, in his/her personal vehicle, but shall not use, sell, or consume alcohol while on Meeker-McLeod-Sibley Community Health Services premises.
 - Possession of alcohol while being transported in a Meeker-McLeod-Sibley Community Health Services vehicle in compliance with applicable statutory requirements.

- D. Engaging in off-duty sale, purchase, transfer, use, or possession of illegal drugs or controlled substances may have a negative effect on an employee's ability to perform work for Meeker-McLeod-Sibley Community Health Services. In such circumstances, the employee is subject to discipline.
- E. When an employee is taking medically authorized drugs or other substances which may alter job performance, the employee is under an affirmative duty to notify the appropriate supervisor of the potential that his/her ability to perform his/her regular duties may be impaired. Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify supervisor) to avoid unsafe workplace practices. The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse if job performance deterioration and/or other accidents occur.
- F. MMS Management Team or their designees, shall notify Meeker-McLeod-Sibley Community Health Services Administration when they have reasonable suspicion to believe that an employee may have illegal drugs in his/her possession at work or on Meeker-McLeod-Sibley Community Health Services premises.

SEARCHES

Entering the organization's property constitutes consent to searches and inspections. If an individual is suspected of violating the drug and alcohol-free workplace policy, he or she may be asked to submit to a search or inspection at any time. Searches can be conducted of pockets and clothing, lockers, wallets, purses, briefcases and lunchboxes, desks and work stations and vehicles and equipment.

CONSEQUENCES

Adopted by MMS CHB October 9, 2014

One of the goals of our drug and alcohol-free workplace program is to

encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may not reapply.

If an employee violates the policy, he or she will be subject to progressive disciplinary action and may be offered an opportunity to participate in rehabilitation. In these circumstances, an employee who fails to successfully complete rehabilitation and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

RETURN-TO-WORK AGREEMENTS

Following a violation of the drug-free workplace policy, an employee may be offered an opportunity to participate in rehabilitation. In such cases, the employee must sign and abide by the terms set forth in a Return-to-Work Agreement as a condition of continued employment.

ASSISTANCE

Meeker-McLeod-Sibley Community Health Services recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug and alcohol- free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- Offers all employees and their family members assistance with alcohol and drug problems through the Employee Assistance Program (EAP).
- Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

CONFIDENTIALITY / DATA DISCLOSURE

All information received by the organization through the drug and alcohol-free workplace program is private or confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws, collective bargaining agreements and management policies.

SHARED RESPONSIBILITY

No employee shall report to work or be on call while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Use the Employee Assistance Program.
- Report dangerous behavior to their supervisor.

It is the supervisor/Management Team of Meeker-McLeod-Sibley Community Health Services's responsibility to:

- Inform employees of the drug and alcohol-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.
- Counsel employees as to expected performance improvement.
- Refer employees to the Employee Assistance Program, as appropriate.
- Clearly state consequences of policy violations.

NOTIFICATION

As a condition of employment, employees will abide by the terms and conditions of this drug and alcohol-free policy and will notify their department head of any criminal drug statute conviction for which a violation occurs in the workplace no later than five calendar days after such conviction. The organization will take appropriate action after notification. Federal contracting agencies will be notified when appropriate (typically within ten days).

DRUG/ALCOHOL TESTING

MMS Community Health Services will follow and abide by McLeod County's

policies and established testing procedures. Any alcohol and/or other drug testing undertaken by the department shall be in accordance with Minnesota Statutes 181.950-957, or as amended, the

Minnesota Drug and Alcohol Testing in the Workplace Act. Individual departmental drug and alcohol testing policies must be in written form and must be reviewed by the Meeker-McLeod-Sibley Community Health Services Administrator prior to implementation.

A. CIRCUMSTANCES UNDER WHICH TESTING MAY OCCUR:

Any employee or job applicant of the Meeker-McLeod-Sibley Community Health Services may be tested under the following circumstance:

1. Job Applicant – A job applicant may be requested or required to undergo drug and alcohol testing after a job offer has been conditionally made and before commencing employment in the position.
2. Treatment Program Testing – The Meeker-McLeod-Sibley Community Health Services may test any employee referred by the Meeker-McLeod-Sibley Community Health Services for chemical dependency treatment or evaluation at any time and without prior notice during the period of treatment or evaluation and for up to two (2) years following completion of any prescribed chemical dependency treatment or evaluation program in accordance with Minnesota Statutes 181.951, Subd. 6, or as amended.
3. Reasonable Suspicion Testing – No employee will be tested for drugs or alcohol under this policy without the person's consent. If, however, Meeker-McLeod-Sibley Community Health Services asks an employee to undergo a drug and alcohol test and the employee refuses, the employee may be subject to disciplinary action.

Meeker-McLeod-Sibley Community Health Services may request or require an employee to undergo drug or alcohol testing if the employer has a reasonable suspicion that the employee:

- a. Is under the influence of drugs or alcohol;
- b. Has violated the employer's written work rules prohibiting the use, possession, sale, or transfer or drugs or alcohol while the employee is working or

while the employee is on the employer's premises or operating the employer's vehicle, machinery, or equipment;

- c. Has sustained or caused another person to sustain a work related personal injury; or
- d. Has caused a work related accident or was operating or helping to operate machinery, equipment, or vehicle involved in a work related accident.

B. CRITERIA FOR SELECTING TESTING LABORATORIES

The company has contracted with a laboratory statutorily authorized to perform the drug and/or alcohol testing in accordance with Minnesota law.

C. REFUSAL TO UNDERGO TESTING

1. Job Applicants - Job applicants may refuse to undergo drug testing. However, if a job applicant refuses to undergo drug or alcohol testing requested or required by the employer, no such test shall be given, and the job applicant shall be deemed to have withdrawn the application for consideration for employment.
2. Employees – Employees may refuse to undergo drug testing. However, if an employee refuses to undergo drug and alcohol testing carried out in conjunction with this policy the employee may be subject to discipline including, but not limited to, discharge.

D. TAMPERING WITH THE BLOOD OR URINE SAMPLE

If an employee tampers with his or her own urine or blood sample, or in any way deliberately causes a sample to be invalid, the employee may be subject to discipline including, but not limited to, discharge. In the case of this occurring with an applicant for employment, the offer for employment will be withdrawn.

E. FIRST FAILURE TO PASS DRUG AND ALCOHOL TESTING

Without evidence of any other misconduct, any employee who for the first time has a positive test result on a confirmatory test, will not be subject to discharge unless:

1. Meeker-McLeod-Sibley Community Health Services has given the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan, either a drug

- or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by Meeker-McLeod-Sibley Community Health Services after consultation with a certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency; and
2. The employee has either refused to participate in such a program or has failed to successfully complete the program within a reasonable time as evidenced by withdrawal or a positive test result on a confirmatory test after completion of the program.

**F. FAILURE TO PASS DRUG AND ALCOHOL TESTING
GENERALLY:**

1. Initial Screening Test (Employee) – Meeker-McLeod-Sibley Community Health Services will not discharge, discipline, discriminate against or require rehabilitation of an employee solely on the basis of a positive initial Screening Test that has not been verified by a Confirmatory Test. However, Meeker-McLeod-Sibley Community Health Services may temporarily suspend a tested Employee whose test results are positive or transfer the Employee to another position at the same rate of pay pending the outcome of a Confirmatory Test (and, if requested, a Confirmatory Retest) if Meeker-McLeod-Sibley Community Health Services believed it is necessary to protect the health or safety of the employee, co-workers or the public. An employee who is suspended without pay will be reinstated with back pay if the outcome of the Confirmatory Retest is not positive. Requests for such a Retest must be made in writing within five (5) days of the employee's receipt of notice of the test results. An employee who receives a positive test result on a Confirmatory Test and does not request in writing a Confirmatory Retest within five (5) working days after notice of positive confirmatory test results, may be subject to discipline including, but not limited to, discharge subject to the provisions of this policy.
2. Initial Screening Test (Job Applicant) – Meeker-McLeod-

Sibley Community Health Services will not withdraw a conditional offer of employment on the basis of a positive test result on a job applicant's Initial Screening Test. An Initial Screening Test must be verified

by a Confirmatory Test (and a Confirmatory Retest, if requested) before a conditional offer of employment can be withdrawn. A job applicant who receives a positive test result of a Confirmatory Test, fails or refuses a Confirmatory Retest, or does not request in writing a Confirmatory Retest within five (5) days after notice of a positive test result of a Confirmatory Test, may be refused employment and will be notified of the reasons for such refusal.

3. Confirmatory Test – Discipline for a Confirmatory Test verifying a positive test result on an Initial Screening Test may include discharge of an employee; provided, however, that prior to discharge, the employee is given the opportunity to explain a positive test result and request and pay for a Confirmatory Retest on the original sample. If the Confirmatory Retest is not positive, no action will be taken against the employee. If the Confirmatory Retest is positive, and if it is the first positive retest result for the employee, the employee will not be terminated if the employee elects to participate, at the employee's own expense, in a drug or alcohol treatment or rehabilitation program, whichever is appropriate. An employee who either refuses to participate in the treatment or rehabilitation program or who fails to successfully complete the treatment or rehabilitation program (as evidenced by withdrawal of the program before its completion or by a positive test result on a Confirmatory Test during or after completion of the program), may be subsequently discharged.

G. RIGHTS OF EMPLOYEE OR JOB APPLICANT

1. An employee or job applicant who receives a positive test result on a Confirmatory Test has the right to receive a copy of the test results report and, within three (3) working days of notice of the original positive Confirmatory Test result, to submit information to Meeker-McLeod-Sibley Community Health Services in addition to any information already submitted to explain that result, or within five (5)

working days to notify Meeker-McLeod-Sibley
Community Health Services in writing of the employee's
intention to obtain a

Confirmatory Retest of the original sample at the employee's or job applicant's own expense.

2. If the Confirmatory Retest is conducted in accordance with rules established by the Commissioner of the Minnesota Department of Health by a qualified laboratory, and if it is not positive, Meeker-McLeod-Sibley Community Health Services shall reimburse the employee or job applicant for the actual cost of the Confirmatory Retest and no adverse personnel action shall be taken against the employee or job applicant based on the original Confirmatory Test.

H. GENERAL TESTING PROCEDURES

All testing will be performed by a licensed laboratory that certifies its compliance with the requirements of the Minnesota Statutes 181.96 et. seq. When Meeker-McLeod-Sibley Community Health Services decides to test for drug or alcohol use the following procedures will apply:

1. Initial Screening Test
 - a. Acknowledgement. Before the Initial Screening Test, the employee or job applicant shall be informed of Meeker-McLeod-Sibley Community Health Service's testing policy and given a form on which the employee or job applicant can acknowledge being so informed. The form shall allow the employee or job applicant to indicate any medication (prescription, signed for, or over-the-counter) that the individual is currently taking or has recently taken and other information relevant to the reliability of or explanation for a positive test result. Medical information disclosed on the form shall not be used as the basis for any adverse personnel action.
 - b. If the Initial Screening Test produces a negative result, written notice of such result will be given to the individual who took the test within three (3) working days after the Meeker-McLeod-Sibley Community Health Services receives the test result report. The employee or applicant will also

be notified that they have the right to request and receive a copy of the test report. If the test result is a negative dilute, the individual shall be required to

take another test immediately.

- c. The testing laboratory will perform a Confirmatory Test on all Samples that produce a positive test result on the Initial Screening Test.

- 2. Confirmatory Test. If the Initial Screening Test produces a positive test result, a second test (known as the Confirmatory Test) will be conducted by the laboratory. If the Confirmatory Test is not positive, the Meeker-McLeod-Sibley Community Health Services will send written notice of this fact to the employee or job applicant within three (3) working days after receiving the result.

If the Confirmatory Test produces a positive test result, Meeker-McLeod-Sibley Community Health Services will take the following steps:

- a. Meeker-McLeod-Sibley Community Health Services will send written notice of the positive test results to the employee or job applicant within three (3) working days after receiving it.
 - b. The employee or job applicant will be informed of the right to receive a copy of the test result.
 - c. The employee or job applicant will be told of the right to explain the positive result.
 - d. The employee or job applicant will be informed of the right to request a Confirmatory Test of the original sample at the employee's or job applicant's expense. The employee or job applicant has five (5) working days in which to notify Meeker-McLeod-Sibley Community Health Services of this request in writing.
- 3. Confirmatory Retest. After an employee or job applicant chooses to request a Confirmatory Retest, the employee or job applicant has five (5) working days within which to notify Meeker-McLeod-Sibley Community Health Services of this request in writing. Within three (3) days of the receipt of such request, Meeker-McLeod-

Sibley Community Health Services will notify the original testing laboratory that it is to conduct a Confirmatory Retest or transfer the sample to another certified laboratory for retesting. If the Confirmatory Retest does not confirm the original positive test result, no adverse personnel action will be taken by Meeker-McLeod-Sibley Community Health Services. If the Confirmatory Retest is positive, Meeker-McLeod-Sibley Community Health Services may

withdraw its conditional offer of employment to a job applicant or terminate an employee if such employee chooses not to participate in a chemical dependency treatment or evaluation program.

I. DATA PRIVACY

Test result reports and other information acquired in the drug and alcohol testing process are private data on individuals as defined in Minnesota Statutes, Chapter 13, and may not be disclosed to another employer or to a third party individual, governmental agency, or private organization without the written consent of the employee or applicant tested, unless otherwise permitted by law or required by court order. (See Minnesota Statutes 181.954, Subd. 3.)

J. OTHER MISCONDUCT

Nothing in this Policy limits the right of the Meeker-McLeod-Sibley Community Health Services to discipline or discharge an employee on grounds other than a positive test result in a Confirmatory Test. For example, possession but not consumption of a controlled substance, the sale of a controlled substance on Meeker-McLeod-Sibley Community Health Services premises, or conviction under any criminal drug statute for a violation occurring in the workplace, may by themselves, be grounds for discipline or discharge. Any Meeker-McLeod-Sibley Community Health Services employee may be subject to discipline up to and including termination for violation of this Policy or any rules adopted by the Meeker-McLeod-Sibley Community Health Services with respect to the manufacture, use, sale, or transfer of drugs and alcohol.

MEEKER-MCLEOD-SIBLEY COMMUNITY HEALTH SERVICES DRUG
TEST/BREATH ALCOHOL SCREENING ACKNOWLEDGEMENT AND
CONSENT FORM

Meeker-McLeod-Sibley Community Health Services requires that any employee or job applicant complete this form before undergoing a test for drug or alcohol use.

I, _____ voluntarily authorize the collection (of my blood and/or urine) in such a manner as this authorized testing laboratory deems appropriate for drug or alcohol testing purposes. In addition, I authorize the Meeker-McLeod-Sibley Community Health Services to receive the results of the test from the designated laboratory analyzing the sample(s).

I have been given and have seen a copy of the Drug and Alcohol Policy of the Meeker-McLeod-Sibley Community Health Services and consent to be tested. I understand that the results of this testing may affect my employment status with the Meeker-McLeod-Sibley Community Health Services.

I understand that in order to ensure accuracy in this screening, if I test positive for drug use, I have the right to indicate any and all of the prescription drugs or over-the-counter medications I have taken within the last sixty (60) days, as well as any other information relevant to the reliability of, or explanation for, a positive test result. I, therefore voluntarily provide that I am currently taking, or have taken within the last sixty-(60) days, the following drugs/medications: (write, "NONE" if applicable).

Signature _____ Date _____

Witness _____ Date _____

MEEKER-MCLEOD-SIBLEY COMMUNITY HEALTH SERVICES DRUG
SCREENING REFUSAL

I refuse to submit to a drug or alcohol test.

I have been given and have seen a copy of the Drug and Alcohol Policy of Meeker-McLeod-Sibley Community Health Services and understand that a refusal to submit to testing may disqualify me from consideration for employment or, if an employee, subject me to discipline including, but not limited to, discharge.

Signature _____ Date _____

Witness _____ Date _____

SECTION 3.6 - DRUG AND ALCOHOL-FREE WORKPLACE

The purpose of this policy is to protect the safety, health, productivity and general welfare of it's employee's during working hours.

PROHIBITIONS

- A. No employee shall report to work under the influence of alcohol, cannabis, controlled substances, or other drugs which affect their alertness, coordination, reaction, response, judgment, decision-making or safety.
- B. During work hours, while on Meeker-McLeod-Sibley Community Health Services (MMS CHS) premises or wherever MMS CHS work is being performed, no employee shall use, manufacture, sell, possess or transfer any illegal drug, cannabis, alcoholic, or any prescription drug (except as medically prescribed and directed).
- C. Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of their job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify supervisor) to avoid unsafe workplace practices. The illegal or unauthorized use of prescription drugs is prohibited. MMS CHS staff are required to notify the Administrator should they have reasonable suspicion to believe an employee is not following policy.
- D. MMS CHS staff are required to notify the Administrator should they have reasonable suspicion to believe an employee is not following policy.

CONSEQUENCES

One of the goals of our drug and alcohol-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may not reapply.

If an employee violates the policy, they will be subject to disciplinary action up to discharge. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

ASSISTANCE

To support our employees, our drug and alcohol- free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.
- Offers all employees and their family members assistance with alcohol and drug problems through the Employee Assistance Program (EAP).

RESPONSIBILITY

It is the Meeker-McLeod-Sibley Community Health Services Administrator's responsibility to:

- Inform employees of the drug and alcohol-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.
- Counsel employees as to expected performance improvement.
- Refer employees to the Employee Assistance Program, as appropriate.
- Clearly state consequences of policy violations.

CIRCUMSTANCES UNDER WHICH TESTING MAY OCCUR:

Any employee or job applicant of the Meeker-McLeod-Sibley Community Health Services may be tested under the following circumstance:

Reasonable Suspicion Testing – The reasonable suspicion checklist will be followed to determine if testing is necessary. All testing will be done with the person's consent. Employees who refuse to consent to testing will be considered positive.

Meeker-McLeod-Sibley Community Health Services may require an employee to undergo drug or alcohol testing if the reasonable suspicion checklist indicates cause or:

- Has sustained or caused another person to sustain a work related personal injury; or
- Has caused a work related incident

REFUSAL TO UNDERGO TESTING

Employees who refuse to undergo testing will be assumed positive.

FAILURE TO PASS DRUG AND ALCOHOL TESTING GENERALLY:

1. Initial Screening Test (Employee) – Meeker-McLeod-Sibley Community Health Services will not discharge, discipline, discriminate against or require rehabilitation of an employee solely on the basis of a positive initial Screening Test that has not been verified by a Confirmatory Test.
2. Confirmatory Test - Discipline for a Confirmatory Test verifying a positive test result on an Initial Screening Test positive test result on an Initial Screening Test may include discharge of an employee; provided, however, that prior to discharge, the employee is given the opportunity to explain a positive test result and request and pay for a Confirmatory Retest on the original sample. If the Confirmatory Retest is not positive, the MMS CHS Executive Committee will determine course of action which may include probation, suspension, or discharge.

GENERAL TESTING PROCEDURES

All testing will be performed by a licensed laboratory that certifies its compliance with the requirements of the Minnesota Statutes 181.96 et. seq.

DATA PRIVACY

Test result reports and other information acquired in the drug and alcohol testing process are private data on individuals as defined in Minnesota Statutes, Chapter 13, and may not be disclosed to another employer or to a third party individual, governmental agency, or private organization without the written consent of the employee or applicant tested, unless otherwise permitted by law or required by court order. (See Minnesota Statutes 181.954, Subd. 3.)

MEEKER-MCLEOD-SIBLEY COMMUNITY HEALTH SERVICES DRUG TEST/BREATH ALCOHOL
SCREENING ACKNOWLEDGEMENT AND CONSENT FORM

Meeker-McLeod-Sibley Community Health Services requires that any employee or job applicant complete this form before undergoing a test for drug or alcohol use.

I, _____ voluntarily authorize the collection (of my blood and/or urine) in such a manner as this authorized testing laboratory deems appropriate for drug or alcohol testing purposes. In addition, I authorize the Meeker-McLeod-Sibley Community Health Services to receive the results of the test from the designated laboratory analyzing the sample(s).

I have been given and have seen a copy of the Drug and Alcohol Policy of the Meeker-McLeod-Sibley Community Health Services and consent to be tested. I understand that the results of this testing may affect my employment status with the Meeker-McLeod-Sibley Community Health Services.

I understand that in order to ensure accuracy in this screening, if I test positive for drug use, I have the right to indicate any and all of the prescription drugs or over-the-counter medications I have taken within the last sixty (60) days, as well as any other information relevant to the reliability of, or explanation for, a positive test result. I, therefore voluntarily provide that I am currently taking, or have taken within the last sixty-(60) days, the following drugs/medications: (write, "NONE" if applicable).

Signature _____

Date _____

Witness _____

Date _____

MEEKER-MCLEOD-SIBLEY COMMUNITY HEALTH SERVICES DRUG SCREENING REFUSAL

I refuse to submit to a drug or alcohol test.

I have been given and have seen a copy of the Drug and Alcohol Policy of Meeker-McLeod-Sibley Community Health Services and understand that a refusal to submit to testing may disqualify me from consideration for employment or, if an employee, subject me to discipline including, but not limited to, discharge.

Signature _____

Date _____

Witness _____

Date _____

SECTION 2.1 - SALARY SCHEDULE/PLAN

Meeker-McLeod-Sibley Community Health Services has adopted the McLeod County compensation plan. The compensation plan shall be directly related to the job classification system and be designed to provide uniformity and comparable worth as far as it is practical. The compensation plan shall be developed and maintained so that all positions substantially similar are included within the same class, and that the same schedules of compensation may be made to apply with equity under like working conditions to all positions in the same class.

It is the inherent right of the **Meeker-McLeod-Sibley Community Health Board** to redesign jobs, restructure jobs and create new jobs to meet the objectives of Meeker-McLeod-Sibley Community Health Services. From time to time, the **Meeker-McLeod-Sibley Community Health Board** will need to create new positions to better respond to the needs and challenges of Meeker-McLeod-Sibley Community Health Services. It will be the responsibility of CHS Management Team to define and determine essential requirements and duties of the position. Human Resources will work with CHS Management Team to develop the job description. A grade and pay range will be assigned through the job classification system. Final approval of a new position will require **Meeker-McLeod-Sibley Community Health Board** approval. The rating assigned the job description will be verified by Human Resources and may include further review at such time as the job incumbent has sufficient experience to describe the duties and responsibilities of the position after it has developed and is stable.

Annual adjustment to the compensation plan may be established at the discretion of the **Meeker-McLeod-Sibley Community Health Board** or through the collective bargaining process. The effective date of annual pay adjustments may be the beginning date of the first payroll period of each year. Employees whose salary is below the salary range maximum may also be eligible for an increase on the first day of the pay period closest to the employee's anniversary date in class. To receive such pay adjustment within the pay

range, an employee must have been employed by Meeker-McLeod-Sibley Community Health Services for at least one year and must receive a satisfactory job performance review.

An employee who receives a rating of 1, which means “Needs Improvement” in two or more performance review categories or in the same category in two consecutive performance evaluations will not be eligible for any range movement or general increase. The employee will have no claim to receive that increase in future years even if his/her performance has since improved. Employees can appeal their Performance Evaluation to the Meeker-McLeod-Sibley Community Health Services Administrator. It will be the responsibility of the Department Head to notify payroll of an employee not eligible for the pay increase due to poor performance.

SECTION 2.1 - SALARY SCHEDULE/PLAN

It is the inherent right of the Meeker-McLeod-Sibley Community Health Board (MMS CHB) to redesign jobs, restructure jobs and create new jobs to meet the objectives of Meeker-McLeod-Sibley Community Health Services (MMS CHS). From time to time, the MMS CHB will need to create new positions to better respond to the needs and challenges of Meeker-McLeod-Sibley Community Health Services. It will be the responsibility of CHS Administrator to define and determine essential requirements and duties of the position. MMS CHS Business Office Manager will work with MMS CHS Administrator to develop each job description. A grade and pay range will be assigned through the job classification system. Final approval of a new position will require MMS CHB approval. The rating assigned the job description will be verified by the Business Office Manager and may include further review at such time as the job incumbent has sufficient experience to perform the duties and responsibilities of the position after it has developed and is stable.

Annual adjustment to the compensation plan may be established at the discretion of the MMS CHB. The effective date of annual pay adjustments may be the beginning date of the first payroll period of each year. Employees whose salary is below the salary range maximum may also be eligible for an increase on the first payroll period of each year closest to the employee's anniversary date in class. To receive such pay adjustment within the pay range, an employee must have been employed by MMS CHS prior to July 1st and must receive a satisfactory job performance review.

MMS CHB sets Cost-of-Living Adjustment (COLA). MMS CHB sets increase percentage range. The Administrator, through survey and performance evaluation, decides percent of increase. Employee who does not meet expectations in two areas will not receive a salary increase until job performance has improved.

SECTION 4.3 – SICK LEAVE

Paid sick leave shall be provided to regular full-time and part-time employees working over 14 hours per week on a pro-rated basis. When necessary a CHS Management Team may authorize the use of sick leave for personal illness, injury, or pregnancy and medical, dental, and optical appointments for the employee or family member listed below that cannot be scheduled outside of work hours.

In accordance with Minn. Stat. § 181.9413 9, as amended, an employee may use paid sick leave benefits for absences due to illness or injury to the employee's child, including adult child, spouse, sibling, parent, grandparent, stepparent, mother-in-law, father-in-law, or grandchild for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury up to 160 hours in any 12-month period. An employee may use sick leave for themselves or relative (as listed above) to provide assistance because of sexual assault, domestic abuse or stalking.

The CHS Management Team may require written and signed certification from a health care provider that the absence and use of sick leave was appropriate and necessary.

Employees shall inform the CHS Administrator of the need to request sick leave by 8:15 a.m. Full-time employees, including probationary employees, shall accrue sick leave at a rate of 3.7 hours per payroll period. Sick leave may accumulate to a maximum of 120 days or 960 hours.

For employees hired prior to October 21, 1997 and who have reached a maximum of 960 hours as of the last day of the last full payroll period of the year will be paid the following January for hours in excess of 960 at the pay rate as of the last full payroll period of the year. Employees hired on or after October 21, 1997, will not be eligible to cash in sick leave as provided above in this paragraph.

Use and recording of sick leave accruals shall be in no less than quarter hour increments (i.e. 15 minutes equal .25 hours, etc).

An employee must have an available sick leave accrual balance in order to take sick leave. Sick leave cannot be used during the payroll period in which it is accrued.

SECTION 4.3 – EARNED SICK AND SAFE LEAVE

Paid sick leave shall be provided to regular full-time and part-time employees working over 14 hours per week on a pro-rated basis. When necessary a Meeker-McLeod-Sibley Community Health Services (MMS CHS) Administrator may authorize the use of earned sick and safe leave for personal illness, injury, or pregnancy and medical, dental, and optical appointments for the employee or family member listed below that cannot be scheduled outside of work hours.

In accordance with Minn. Stat. § 181.9413 9, as amended, an employee may use earned sick and safe leave benefits for absences due to illness or injury to the employee's:

- their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
- their spouse or registered domestic partner;
- their sibling, step sibling or foster sibling;
- their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
- their grandchild, foster grandchild or step-grandchild;
- their grandparent or step-grandparent;
- a child of a sibling of the employee;
- a sibling of the parents of the employee;
- a child-in-law or sibling-in-law;
- any of the family members listed in 1 through 9 above of an employee's spouse or registered domestic partner;
- any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
- up to one individual annually designated by the employee.

Use of earned sick and safe leave for those listed above for any reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury up to 160 hours in any 12-month period. An employee may use sick leave for themselves or relative (as listed above) to provide assistance because of:

- the employee's mental or physical illness, treatment or preventive care;
- a family member's mental or physical illness, treatment or preventive care;
- absence due to domestic abuse, sexual assault or stalking of the employee or a family member;
- closure of the employee's workplace due to weather or public emergency or closure of a family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that the employee or a family member is at risk of infecting others with a communicable disease.

The MMS CHS Administrator may require written and signed certification from a health care provider that the absence and use of sick and safe leave was appropriate and necessary. Employees shall inform the MMS CHS Administrator of the need to request sick leave by 8:15 am.

Full-time employees, including probationary employees, shall accrue sick and safe leave at a rate of 3.7 hours per payroll period. Earned sick and safe leave may accumulate to a maximum of 120 days or 960 hours with the time that rolls over at the end of each calendar year.

Use and recording of sick and safe leave accruals shall be in no less than quarter hour increments (i.e. 15 minutes equal .25 hours, etc).

An employee must have an available sick and safe leave accrual balance in order to take sick and safe leave. Sick and safe leave cannot be used during the payroll period in which it is earned.

SECTION 2.4 - TERMINATION ENTITLEMENTS

Severance payments shall be paid for separations of employment in the following circumstances for non-probationary employees:

- When resigning with proper notice
- When laid off
- When retiring
- When dismissed for reasons other than misconduct
- Death of an employee

VACATION

Accrued vacation, up to the amount of time earned during the previous year, will be paid to regular full-time and part-time employees as provided above.

SICK LEAVE

Employees hired prior to October 21, 1997 will be eligible for a payout of their unused sick leave accrual up to 55% of a maximum of 100 days (800 hours).

For non-union employees hired prior to October 21, 1997, 100% of their vacation and sick leave severance will go into a Health Care Savings Plan (HSCP). (Upon the death of an employee, no funds can be received by the HCSP. All applicable payments will be made to the beneficiary as a payroll check).

COMPENSATORY TIME

Non-exempt employees will have compensatory time paid out as severance for any balance of compensatory hours. The total available balance of compensatory time shall not exceed 40 hours. Exempt employees will not be paid out for a compensatory time balance upon termination.

SECTION 2.4 - TERMINATION ENTITLEMENTS

Severance payments shall be paid for separations of employment in the following circumstances for non-probationary employees:

- When resigning with proper notice
- When laid off
- When retiring
- When dismissed for reasons other than misconduct
- Death of an employee

VACATION

Total accrued vacation will be paid to regular full-time and part-time employees upon termination as defined above.

SICK AND SAFE TIME

Any eligible employee (or their supervisor) who is separated from MMS CHS employment for those qualifications listed above shall be paid for unused Sick and Safe Time on the following basis:

Years of Service	Payment Rate
0-1 years of service	0%
1-5 years of service	10% of accumulated time
5-15 years of service	25% of accumulated time
15-25 years of service	35% of accumulated time
25+ years of service	50% of accumulated time

COMPENSATORY TIME

Non-exempt employees will have compensatory time paid out as severance for any balance of compensatory hours. The total available balance of compensatory time shall not exceed 40 hours. Exempt employees will not be paid out for a compensatory time balance upon termination.

MCLEOD - MEEKER - SIBLEY COMMUNITY HEALTH

HEALTH PARTNERS RENEWAL

CURRENT RATES

				OpenAccess \$4,800 - 100% HSA (Silver)			
EE	Sp	Ch		EE	SPOUSE	CHILD	TOTAL
Sarah Gassman	34			455.17			455.17
Lindsay Hanson	39			473.41			473.41
Julie Kloeckl	60			988.98			988.98
Jessica Remington	39			473.41			473.41
Kristine Whitcomb	52			708.59			<u>708.59</u>
				3,099.56			\$ 3,099.56

RENEWAL RATES: January 1, 2024

				OpenAccess \$5,100 - 100% HSA (Silver)			
EE	Sp	Ch		EE	SPOUSE	CHILD	TOTAL
				492.56			492.56
				512.03			512.03
				1101.15			1101.15
				512.03			512.03
				791.98			<u>791.98</u>
				3,409.75			\$ 3,409.75

+10.01%

CURRENT: Out Of Pocket Maximum

Single	\$4,800
Family	\$9,600

Out Of Pocket Maximum

Single	\$5,100
Family	\$10,200

HEALTH PARTNERS ALTERNATES

				OpenAccess \$4,500 - 100% HSA (Silver)			
EE	Sp	Ch		EE	SPOUSE	CHILD	TOTAL
Sarah Gassman	34			490.80			490.80
Lindsay Hanson	39			510.20			510.20
Julie Kloeckl	60			1097.22			1097.22
Jessica Remington	39			510.20			510.20
Kristine Whitcomb	52			789.15			<u>789.15</u>
				3,397.57			\$ 3,397.57

+9.61%

Out Of Pocket Maximum

Single	\$4,500
Family	\$9,000

OpenAccess \$6,000 - 100% HSA (Silver)

EE	Sp	Ch		EE	SPOUSE	CHILD	TOTAL
				470.59			470.59
				489.20			489.20
				1052.05			1052.05
				489.20			489.20
				756.67			<u>756.67</u>
				3,257.71			\$ 3,257.71

+5.10%

Out Of Pocket Maximum

Single	\$6,000
Family	\$12,000

Non-embedded.

MCLEOD - MEEKER - SIBLEY COMMUNITY HEALTH

BLUE CROSS BLUE SHIELD

		BlueAccess \$4,600 - 0% HSA (Silver) 642				BlueAccess \$5,150 - 0% HSA (Silver) 645				BlueAccess \$5,800 - 0% HSA (Silver) 640			
EE	Sp Ch	EE	SPOUSE	CHILD	TOTAL	EE	SPOUSE	CHILD	TOTAL	EE	SPOUSE	CHILD	TOTAL
Sarah Gassman	34	485.07			485.07	470.14			470.14	453.80			453.80
Lindsay Hanson	39	504.25			504.25	488.73			488.73	471.74			471.74
Julie Kloeckl	60	1084.43			1084.43	1051.04			1051.04	1014.51			1014.51
Jessica Remington	39	504.25			504.25	488.73			488.73	471.74			471.74
Kristine Whitcomb	52	779.96			<u>779.96</u>	755.94			<u>755.94</u>	729.67			<u>729.67</u>
		3,357.96			\$ 3,357.96	3,254.58			\$ 3,254.58	3,141.46			\$ 3,141.46
					+8.34%				+5.00%				+1.35%

Out Of Pocket Maximum	
Single	\$4,600
Family	\$9,200

Out Of Pocket Maximum	
Single	\$5,150
Family	\$10,300

Out Of Pocket Maximum	
Single	\$5,800
Family	\$11,600

Current MMS CHB Every Other Month Meeting Dates (2024)

January 11

March 14

May 9

July 11

Sept 12

Nov 14

Proposed MMS CHB Quarterly Meeting Dates (2024)

Jan 11

April 11

July 11

October 10



Public Health
Prevent. Promote. Protect.

Meeker McLeod Sibley
Community Health Services

Meeker-McLeod-Sibley Community Health Services

114 N Holcombe Ave, Litchfield, Minnesota 55355
Main Line (320)693-5370

November 9, 2023

Business Office Manager Update,

I continue to sit on the Workforce Development, PMQI, Fiscal, CORE, CHIT and Reaccreditation Teams for MMS CHS. Within these teams I continue to work towards creating a robust All Staff training schedule, tracking of our grant performance measures, ensure we get payments timely from MDH, work within PH-Doc and help pursue our reaccreditation from PHAB.

I was able to be part of the planning team who brought in Dr. Terry Wu. The event was a huge success among our community members and our staff. Morning session was Belonging and the Science of Us vs Them. The afternoon session was around burnout and how to manage stressors in our lives as leaders. There is much work left to do as we have conversations around where we go from here with our community members.

I completed another quarterly round of grant invoice submissions and payments back to the counties. Each time comes with a little more efficiency as I learn the process more.

Hope the holidays and new year bring health and happiness,

Sarah Gassman

Our mission is to promote health, prevent disease, and protect those who live, work, and play in our community.

Meeker County
114 N Holcombe Ave #250
Litchfield, MN 55355
(320) 693-5370

McLeod County
520 Chandler Ave North
Glencoe, MN 55336
(320) 864-3185

Sibley County
111 8th Street; PO Box 237
Gaylord, MN 55334
(507) 237-4000



Administrator's Report

I'm thrilled to tell you MMS CHS hosted an amazing event October 30th. We heard back from over 100 community members who agreed or strongly agreed that our event was a success. Our community members are telling us that they would like more of this type of education. With mental health needs on the rise, I can assure you this will continue to be a focus of ours as we move into 2024.

We have begun our planning for our community health assessment (CHA) which will really get heavy in 2024. The timing for this is perfect, as we are just finishing up our reaccreditation work. Reaccreditation is scheduled to be completed by December 21st, though we will anticipate a site visit and modification in the first quarter of 2024. I'm looking forward to the CHA work as we are required to bring out community partners and community members into the work and exactly how public health is intended to work.

MMS CHS is fortunate to have Lacey, our Public Health Corp temporary staff member, with us. She has been working in Meeker County and will continue to for a total of 300 hours. Following her Meeker County work, she will begin working in Sibley County.

On the CHS business side of things – we have had a very successful year. We are fully staffed and appropriately staffed to meet the needs of our community members. We had no staff turnover in 2023, which is fantastic. Staff report that they like their jobs and surveys indicate that people like working with the CHS staff. I'm grateful for the continued leadership I receive from the executive committee and the full community health board. I'm certain we are set up for continued successful programming within the counties.

As we look into 2024, we can expect to focus on the transformational work that MDH is finalizing – including adopting at a local level, the federal public health model. I'm excited for this work.

Sincerely,

Kiza Olson
MMS CHS Administrator