



Southwest Health and Human Services  
Board Agenda  
Wednesday, April 18, 2018  
Commissioners Room  
Government Center, 2<sup>nd</sup> Floor  
Marshall  
9:00 a.m.

**HUMAN SERVICES**

- A. Call to order
- B. Pledge of Allegiance
- C. Consent Agenda
  - 1. Amend/Approval of Agenda
  - 2. Identification of Conflict of Interest
  - 3. Approval of 03/21/18 board minutes
- D. Introduce New Staff: None
- E. Employee Recognition:
  - Kayla Placsencia, 1 year, Eligibility Worker, Marshall
  - Blake Nath, 1 year, Social Worker, Redwood Falls
  - Heather Bruse, 5 years, Social Worker, Marshall
  - Kami Parker, 5 years, Child Support Officer, Marshall
  - Debra Seidel, 5 years, Information Technology Specialist Sr, Marshall
  - Jennifer Stratton, 10 years, Social Worker, Luverne
  - Cindi Tissue, 20 years, Child Support Officer, Redwood Falls
  - Jane Mellenthin, 25 years, Eligibility Worker, Marshall
  - Diana Voss, 25 years, Eligibility Worker, Slayton
  - Patrice Peterson, 30 years, Eligibility Worker, Pipestone

## **HUMAN SERVICES (cont.)**

### F. Financial

### G. Caseload

|                           | <u>03/18</u> | <u>02/18</u> | <u>01/18</u> |
|---------------------------|--------------|--------------|--------------|
| Social Service            | 3,749        | 3,730        | 3,708        |
| Licensing                 | 455          | 453          | 457          |
| Out-of-Home Placements    | 189          | 188          | 188          |
| Income Maintenance        | 12,069       | 11,999       | 12,101       |
| Child Support Cases       | 3,281        | 3,257        | 3,255        |
| Child Support Collections | \$822,806    | \$728,961    | \$842,451    |
| Non IV-D Collections      | \$178,050    | \$98,479     | \$112,797    |

### H. Discussion/Information

1. Child Protection- Erin Klumper & Mandy Holzapfel

### I. Decision Items

- 1.

## **COMMUNITY HEALTH**

### J. Call to order

### K. Consent Agenda

1. Amend/Approval of Agenda
2. Identification of Conflict of Interest
3. Approval of 03/21/18 board minutes

### L. Financial

**COMMUNITY HEALTH (cont.)**

|    |                                   |              |              |              |
|----|-----------------------------------|--------------|--------------|--------------|
| M. | Caseload                          | <u>03/18</u> | <u>02/18</u> | <u>01/18</u> |
|    | WIC                               | N/A          | 2166         | 2207         |
|    | Family Home Visiting              | 49           | 42           | 44           |
|    | PCA Assessments                   | 23           | 20           | 21           |
|    | Managed Care                      | 378          | 308          | 347          |
|    | Dental Varnishing                 | 35           | 6            | 46           |
|    | Refugee Health                    | 8            | 7            | 5            |
|    | Latent TB Medication Distribution | 14           | 15           | 17           |
|    | Water Tests                       | 93           | 96           | 106          |
|    | FPL Inspections                   | 43           | 46           | 45           |
|    | Immunizations                     | 60           | 70           | 56           |
|    | Car Seats                         | 18           | 13           | 22           |

- N. Discussion/Information
1. Public Health Updates- National Public Health Week April 2-8; EH updates & Family Home Visiting Grant- Carol Biren

- O. Decision Items
1. Toward Zero Death Grant- Carol Biren

**GOVERNING BOARD**

- P. Call to order
- Q. Consent Agenda
1. Amend/Approval of Agenda
  2. Identification of Conflict of Interest
  3. Approval of 03/21/18 board minutes
  4. Approval of 12/20/2017 amended governing board minutes
- R. Financial

## **GOVERNING BOARD (cont.)**

- S. Discussion/Information
1. Mandated and Non-Mandated Services/Programs- Beth Wilms
  2. Annual Planning meeting- Beth Wilms
- T. Decision Items
1. Request for leave without pay- Karen Gerhardson
  2. Request for leave without pay- Jessica Hieronimus
  3. Request for leave without pay- Kelyn Meyeraan
  4. 2018/2019 Collective Bargaining Agreement AFSCME 2398 Human Services & 1687 Community Health
  5. 2018 Non-union wage increases
  6. Personnel Policy 2- Conditions of Employment
  7. Personnel Policy 3- Leave and Holidays
  8. Personnel Policy 6- Meal Reimbursement Lodging and Other Expenses
  9. Personnel Policy 19- Medical Leave for Fitness
  10. Income Maintenance 4- LEP Plan
  11. Iseries Server- Karri Harvey
  12. Letter of support for the Mental Health Consortium
  13. Donations:
    - 2 boxes of 160 count, size 2 diapers from Nakia Tellinghuisen
    - Brad Deutsch Memorial Fund donated a bean bag, floor car mat with 2 cars, books and Melissa and Doug toys to the Luverne office visitation room.
  14. Contracts
- U. Adjournment

### **Next Meeting Dates:**

- **Wednesday, May 16, 2018 – Marshall**
- **Wednesday, June 20, 2018 – Marshall**
- **Wednesday, July 18, 2018 – Marshall**

# SOUTHWEST HEALTH & HUMAN SERVICES

Ivanhoe, Marshall, Slayton, Pipestone, Redwood and Luverne Offices

## SUMMARY OF FINANCIAL ACCOUNTS REPORT

For the Month Ending: **March 31, 2018**

\* Income Maintenance \* Social Services \* Information Technology \* Health \*

| Description                        | Month     | Running Balance    |
|------------------------------------|-----------|--------------------|
| <b>BEGINNING BALANCE</b>           |           | <b>\$1,441,177</b> |
| <b>RECEIPTS</b>                    |           |                    |
| Monthly Receipts                   | 2,958,144 |                    |
| County Contribution                | 0         |                    |
| Interest on Savings                | 2,018     |                    |
| <b>TOTAL MONTHLY RECEIPTS</b>      |           | <b>2,960,161</b>   |
| <b>DISBURSEMENTS</b>               |           |                    |
| Monthly Disbursements              | 3,360,167 |                    |
| <b>TOTAL MONTHLY DISBURSEMENTS</b> |           | <b>3,360,167</b>   |
| <b>ENDING BALANCE</b>              |           | <b>\$1,041,171</b> |

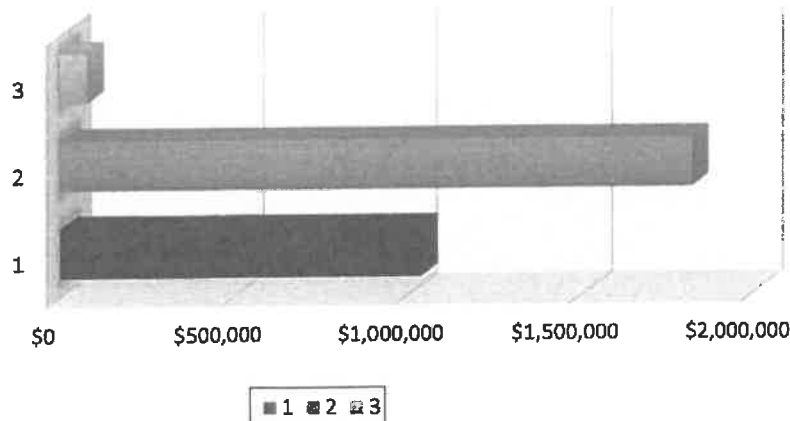
## REVENUE

|                                   |                    |                                  |
|-----------------------------------|--------------------|----------------------------------|
| <i>Checking/Money Market</i>      | <b>\$1,041,171</b> |                                  |
| <i>Bremer Savings</i>             | <b>\$1,819,158</b> |                                  |
| <i>Great Western Bank Savings</i> | <b>\$75,440.53</b> | <b>March 2017 Ending Balance</b> |
| <b>ENDING BALANCE</b>             | <b>\$2,935,770</b> | <b>\$2,727,843</b>               |

## DESIGNATED/RESTRICTED FUNDS

|                                   |                    |
|-----------------------------------|--------------------|
| Agency Health Insurance           | <b>\$734,591</b>   |
| LCTS Lyon Murray Collaborative    | <b>\$100,264</b>   |
| LCTS Rock Pipestone Collaborative | <b>\$53,962</b>    |
| LCTS Redwood Collaborative        | <b>\$73,747</b>    |
| Local Advisory Council            | <b>\$1,216</b>     |
| <b>AVAILABLE CASH BALANCE</b>     | <b>\$1,971,990</b> |

## REVENUE DESIGNATION



## MARCH 2018

**2,935,770.10**

**SOUTHWEST HEALTH AND HUMAN SERVICES GREAT WESTERN BANK SAVINGS REGISTER**  
**MARCH 2018**

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**SOUTHWEST HEALTH AND HUMAN SERVICES BREMER BANK SAVINGS REGISTER**  
**MARCH 2018**

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# Southwest Health and Human Services

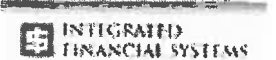
Treasurer's Cash Trial Balance

As of 03/2018

| <u>Fund</u>            | <u>Beginning<br/>Balance</u> | <u>This<br/>Month</u>  | <u>YTD</u>    | <u>Current<br/>Balance</u> |
|------------------------|------------------------------|------------------------|---------------|----------------------------|
| 1 Health Services Fund | 1,709,545.07                 |                        |               |                            |
| Receipts               |                              | 203,746.54             | 1,033,790.88  |                            |
| Disbursements          |                              | 45,764.69-             | 192,607.86-   |                            |
| Payroll                |                              | 320,479.80-            | 770,191.31-   |                            |
| Journal Entries        |                              | 86.20                  | 86.20         |                            |
| Fund Total . . . . .   |                              | 162,411.75-            | 71,077.91     | 1,780,622.98               |
| 5 Human Services Fund  | 410                          | General Administration |               |                            |
|                        | 189,947.30                   |                        |               |                            |
| Receipts               |                              | 51,445.24              | 155,913.70    |                            |
| Disbursements          |                              | 69,467.45-             | 154,794.73-   |                            |
| Payroll                |                              | 18,808.17-             | 49,253.98-    |                            |
| Dept Total . . . . .   |                              | 36,830.38-             | 48,135.01-    | 141,812.29                 |
| 5 Human Services Fund  | 420                          | Income Maintenance     |               |                            |
|                        | 2,690,331.05-                |                        |               |                            |
| Receipts               |                              | 570,571.07             | 1,237,404.51  |                            |
| Disbursements          |                              | 292,256.67-            | 813,779.03-   |                            |
| Payroll                |                              | 500,356.15-            | 1,204,377.81- |                            |
| Journal Entries        |                              | 30.22-                 | 30.22-        |                            |
| Dept Total . . . . .   |                              | 222,071.97-            | 780,782.55-   | 3,471,113.60-              |
| 5 Human Services Fund  | 431                          | Social Services        |               |                            |
|                        | 8,275,091.90                 |                        |               |                            |
| Receipts               |                              | 832,515.96             | 2,689,634.31  |                            |
| Disbursements          |                              | 106,800.59-            | 356,280.16-   |                            |
| SSIS                   |                              | 797,358.24-            | 1,999,929.51- |                            |
| Payroll                |                              | 929,872.37-            | 2,263,083.95- |                            |
| Journal Entries        |                              | 55.98-                 | 55.98-        |                            |
| Dept Total . . . . .   |                              | 1,001,571.22-          | 1,929,715.29- | 6,345,376.61               |
| 5 Human Services Fund  | 461                          | Information Systems    |               |                            |
|                        | 2,739,744.12-                |                        |               |                            |
| Receipts               |                              | 4,709.50               | 12,704.05     |                            |
| Disbursements          |                              | 280.49-                | 386.83-       |                            |

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# Southwest Health and Human Services



Treasurer's Cash Trial Balance

As of 03/2018

Page 3

| <u>Fund</u>                               | <u>Beginning<br/>Balance</u> | <u>This<br/>Month</u>     | <u>YTD</u>    | <u>Current<br/>Balance</u> |
|-------------------------------------------|------------------------------|---------------------------|---------------|----------------------------|
| Payroll                                   |                              | 37,270.89-                | 97,281.50-    |                            |
| Dept Total . . . . .                      |                              | 32,841.88-                | 84,964.28-    | 2,824,708.40-              |
| 5 Human Services Fund                     | 471                          | LCTS Collaborative Agency |               |                            |
|                                           | 0.00                         |                           |               |                            |
| Receipts                                  |                              | 0.00                      | 69,331.00     |                            |
| Disbursements                             |                              | 0.00                      | 69,331.00-    |                            |
| Dept Total . . . . .                      |                              | 0.00                      | 0.00          | 0.00                       |
| Fund Total . . . . .                      | 3,034,964.03                 | 1,293,315.45-             | 2,843,597.13- | 191,366.90                 |
| 61 Agency Health Insurance                |                              |                           |               |                            |
|                                           | 753,857.36                   |                           |               |                            |
| Receipts                                  |                              | 299,090.59                | 915,739.82    |                            |
| Disbursements                             |                              | 226,279.02-               | 935,006.35-   |                            |
| Fund Total . . . . .                      |                              | 72,811.57                 | 19,266.53-    | 734,590.83                 |
| 71 LCTS Lyon Murray Collaborative Fund    | 471                          | LCTS Collaborative Agency |               |                            |
|                                           | 93,353.73                    |                           |               |                            |
| Receipts                                  |                              | 0.00                      | 31,035.00     |                            |
| Disbursements                             |                              | 15,000.00-                | 24,125.00-    |                            |
| Dept Total . . . . .                      |                              | 15,000.00-                | 6,910.00      | 100,263.73                 |
| Fund Total . . . . .                      | 93,353.73                    | 15,000.00-                | 6,910.00      | 100,263.73                 |
| 73 LCTS Rock Pipestone Collaborative Fund | 471                          | LCTS Collaborative Agency |               |                            |
|                                           | 44,725.46                    |                           |               |                            |
| Receipts                                  |                              | 100.00                    | 11,871.00     |                            |
| Disbursements                             |                              | 0.00                      | 2,634.00-     |                            |
| Dept Total . . . . .                      |                              | 100.00                    | 9,237.00      | 53,962.46                  |
| Fund Total . . . . .                      | 44,725.46                    | 100.00                    | 9,237.00      | 53,962.46                  |
| 75 Redwood LCTS Collaborative             | 471                          | LCTS Collaborative Agency |               |                            |
|                                           | 46,722.12                    |                           |               |                            |

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# Southwest Health and Human Services



## Treasurer's Cash Trial Balance

As of 03/2018

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| <u>Fund</u>               | <u>Beginning<br/>Balance</u> | <u>This<br/>Month</u> | <u>YTD</u>    | <u>Current<br/>Balance</u> |
|---------------------------|------------------------------|-----------------------|---------------|----------------------------|
| Receipts                  |                              | 0.00                  | 27,025.00     |                            |
| Dept Total . . . . .      |                              | 0.00                  | 27,025.00     | 73,747.12                  |
| Fund Total . . . . .      | 46,722.12                    | 0.00                  | 27,025.00     | 73,747.12                  |
|                           |                              |                       |               |                            |
| 77 Local Advisory Council | 477 Local Advisory Council   |                       |               |                            |
|                           | 1,398.86                     |                       |               |                            |
| Disbursements             |                              | 172.80-               | 182.78-       |                            |
| Dept Total . . . . .      |                              | 172.80-               | 182.78-       | 1,216.08                   |
| Fund Total . . . . .      | 1,398.86                     | 172.80-               | 182.78-       | 1,216.08                   |
|                           |                              |                       |               |                            |
| All Funds .....           | 5,684,566.63                 |                       |               |                            |
| Receipts                  |                              | 1,962,178.90          | 6,184,449.27  |                            |
| Disbursements             |                              | 756,021.71-           | 2,549,127.74- |                            |
| SSIS                      |                              | 797,358.24-           | 1,999,929.51- |                            |
| Payroll                   |                              | 1,806,787.38-         | 4,384,188.55- |                            |
| Total .....               |                              | 1,397,988.43-         | 2,748,796.53- | 2,935,770.10               |

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# Southwest Health and Human Services



## RM-Stmt of Revenues & Expenditures

Page 2

As Of 03/2018

Report Basis: Cash

| DESCRIPTION                        | CURRENT<br>MONTH   | YEAR<br>TO-DATE      | 2018<br>BUDGET       | % OF<br>BUDG | % OF<br>YEAR |
|------------------------------------|--------------------|----------------------|----------------------|--------------|--------------|
| <b>FUND 1 HEALTH SERVICES FUND</b> |                    |                      |                      |              |              |
| REVENUES                           |                    |                      |                      |              |              |
| CONTRIBUTIONS FROM COUNTIES        | 0.00               | 232,198.78-          | 928,795.00-          | 25           | 25           |
| INTERGOVERNMENTAL REVENUES         | 2,430.57-          | 167,805.75-          | 187,300.00-          | 90           | 25           |
| STATE REVENUES                     | 86,350.74-         | 198,856.75-          | 855,647.00-          | 23           | 25           |
| FEDERAL REVENUES                   | 74,251.69-         | 315,088.29-          | 1,362,742.00-        | 23           | 25           |
| FEES                               | 36,902.31-         | 109,707.73-          | 454,980.00-          | 24           | 25           |
| EARNINGS ON INVESTMENTS            | 372.80-            | 1,284.16-            | 1,600.00-            | 80           | 25           |
| MISCELLANEOUS REVENUES             | 3,434.43-          | 8,802.76-            | 8,900.00-            | 99           | 25           |
| <b>TOTAL REVENUES</b>              | <b>203,742.54-</b> | <b>1,033,744.22-</b> | <b>3,799,964.00-</b> | <b>27</b>    | <b>25</b>    |
| EXPENDITURES                       |                    |                      |                      |              |              |
| PROGRAM EXPENDITURES               | 0.00               | 0.00                 | 0.00                 | 0            | 25           |
| PAYROLL AND BENEFITS               | 320,393.60         | 770,105.11           | 2,907,719.00         | 26           | 25           |
| OTHER EXPENDITURES                 | 45,760.69          | 192,561.20           | 892,245.00           | 22           | 25           |
| <b>TOTAL EXPENDITURES</b>          | <b>366,154.29</b>  | <b>962,666.31</b>    | <b>3,799,964.00</b>  | <b>25</b>    | <b>25</b>    |

## Southwest Health and Human Services

## RM-Stmt of Revenues &amp; Expenditures

As Of 03/2018

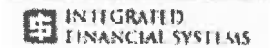
Report Basis: Cash

| DESCRIPTION                       | CURRENT<br>MONTH     | YEAR<br>TO-DATE      | 2018<br>BUDGET        | % OF<br>BUDG | % OF<br>YEAR |
|-----------------------------------|----------------------|----------------------|-----------------------|--------------|--------------|
| <b>FUND 5 HUMAN SERVICES FUND</b> |                      |                      |                       |              |              |
| REVENUES                          |                      |                      |                       |              |              |
| CONTRIBUTIONS FROM COUNTIES       | 0.00                 | 221,307.35-          | 10,127,818.00-        | 2            | 25           |
| INTERGOVERNMENTAL REVENUES        | 0.00                 | 5,000.00-            | 109,907.00-           | 5            | 25           |
| STATE REVENUES                    | 371,968.78-          | 923,955.44-          | 5,343,608.00-         | 17           | 25           |
| FEDERAL REVENUES                  | 613,584.12-          | 1,822,311.25-        | 7,756,313.00-         | 23           | 25           |
| FEES                              | 232,723.59-          | 582,947.61-          | 2,191,354.00-         | 27           | 25           |
| EARNINGS ON INVESTMENTS           | 1,694.73-            | 6,237.91-            | 8,400.00-             | 74           | 25           |
| MISCELLANEOUS REVENUES            | 168,539.08-          | 425,889.67-          | 993,200.00-           | 43           | 25           |
| <b>TOTAL REVENUES</b>             | <b>1,388,510.30-</b> | <b>3,987,649.23-</b> | <b>26,530,600.00-</b> | <b>15</b>    | <b>25</b>    |
| EXPENDITURES                      |                      |                      |                       |              |              |
| PROGRAM EXPENDITURES              | 977,207.88           | 2,581,285.33         | 10,064,471.00         | 26           | 25           |
| PAYROLL AND BENEFITS              | 1,488,286.57         | 3,612,786.39         | 13,733,885.00         | 26           | 25           |
| OTHER EXPENDITURES                | 200,380.38           | 637,175.06           | 2,732,244.00          | 23           | 25           |
| <b>TOTAL EXPENDITURES</b>         | <b>2,665,874.83</b>  | <b>6,831,246.78</b>  | <b>26,530,600.00</b>  | <b>26</b>    | <b>25</b>    |

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# Southwest Health and Human Services



## RM-Stmt of Revenues & Expenditures

Page 4

As Of 03/2018

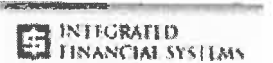
Report Basis: Cash

| DESCRIPTION  | CURRENT<br>MONTH | YEAR<br>TO-DATE | 2018<br>BUDGET | % OF<br>BUDG | % OF<br>YEAR |
|--------------|------------------|-----------------|----------------|--------------|--------------|
| FINAL TOTALS | 1,439,776.28     | 2,772,519.64    |                | 0            | 25           |

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# Southwest Health and Human Services



## Revenues & Expend by Prog,Dept,Fund

Page 1

Budget Name for Report 2018 BUDGET

Report Basis: 1 1 - Cash  
2 - Modified Accrual  
3 - Full Accrual

Type of Report: 2 1 - DETAIL  
2 - ABBREVIATED

As of Date: 03/2018

Save Report: N

Comment:

FUND Range From 1 Thru 5

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# Southwest Health and Human Services

## Revenues & Expend by Prog,Dept,Fund



Page 2

Report Basis: Cash

| <u>Element</u> | <u>Description</u>                 | <u>Account Number</u> |         | <u>Current Month</u> | <u>Year-To-Date</u> | <u>Budget</u> | <u>% of Bdgt</u> | <u>% of Year</u> |
|----------------|------------------------------------|-----------------------|---------|----------------------|---------------------|---------------|------------------|------------------|
| 1 FUND         | Health Services Fund               |                       |         |                      |                     |               |                  |                  |
| 410 DEPT       | General Administration             |                       |         |                      |                     |               |                  |                  |
| 0 PROGRAM      | ...                                |                       | Revenue |                      |                     |               |                  | 25               |
|                |                                    |                       | Expend. | 2,434.32             | 11,760.13           | 160.00        | 7,350            | 25               |
|                |                                    |                       | Net     | 2,434.32             | 11,760.13           | 160.00        | 7,350            | 25               |
| 930 PROGRAM    | Administration                     |                       | Revenue | 3,304.78-            | 241,927.26-         | 939,995.00-   | 26               | 25               |
|                |                                    |                       | Expend. | 64,163.00            | 162,316.33          | 614,515.00    | 26               | 25               |
|                |                                    |                       | Net     | 60,858.22            | 79,610.93-          | 325,480.00-   | 24               | 25               |
| 410 DEPT       | General Administration             | Totals:               | Revenue | 3,304.78-            | 241,927.26-         | 939,995.00-   | 26               | 25               |
|                |                                    |                       | Expend. | 66,597.32            | 174,076.46          | 614,675.00    | 28               | 25               |
|                |                                    |                       | Net     | 63,292.64            | 67,850.80-          | 325,320.00-   | 21               | 25               |
| 481 DEPT       | Nursing                            |                       |         |                      |                     |               |                  |                  |
| 100 PROGRAM    | Family Health                      |                       | Revenue | 1,608.17-            | 3,878.17-           | 18,160.00-    | 21               | 25               |
|                |                                    |                       | Expend. | 2,399.95             | 6,864.50            | 14,764.00     | 46               | 25               |
|                |                                    |                       | Net     | 791.78               | 2,986.33            | 3,396.00-     | 88-              | 25               |
| 103 PROGRAM    | Follow Along Program               |                       | Revenue | 67.56-               | 2,967.06-           | 26,966.00-    | 11               | 25               |
|                |                                    |                       | Expend. | 3,577.80             | 9,387.97            | 35,676.00     | 26               | 25               |
|                |                                    |                       | Net     | 3,510.24             | 6,420.91            | 8,710.00      | 74               | 25               |
| 110 PROGRAM    | TANF                               |                       | Revenue | 36,675.41-           | 36,675.41-          | 127,876.00-   | 29               | 25               |
|                |                                    |                       | Expend. | 0.00                 | 36,675.41           | 127,876.00    | 29               | 25               |
|                |                                    |                       | Net     | 36,675.41-           | 0.00                | 0.00          | 0                | 25               |
| 130 PROGRAM    | WIC                                |                       | Revenue | 0.00                 | 141,700.00-         | 435,696.00-   | 33               | 25               |
|                |                                    |                       | Expend. | 54,737.78            | 133,694.74          | 467,435.00    | 29               | 25               |
|                |                                    |                       | Net     | 54,737.78            | 8,005.26-           | 31,739.00     | 25-              | 25               |
| 140 PROGRAM    | Peer Breastfeeding Support Program |                       | Revenue | 14,162.00-           | 14,162.00-          | 78,244.00-    | 18               | 25               |
|                |                                    |                       | Expend. | 7,453.70             | 16,243.64           | 78,244.00     | 21               | 25               |
|                |                                    |                       | Net     | 6,708.30-            | 2,081.64            | 0.00          | 0                | 25               |
| 210 PROGRAM    | CTC Outreach                       |                       | Revenue | 17,383.72-           | 60,737.13-          | 271,412.00-   | 22               | 25               |
|                |                                    |                       | Expend. | 27,956.62            | 62,676.15           | 271,412.00    | 23               | 25               |
|                |                                    |                       | Net     | 10,572.90            | 1,939.02            | 0.00          | 0                | 25               |
| 270 PROGRAM    | Maternal Child Health              |                       | Revenue | 20,317.19-           | 30,452.81-          | 334,648.00-   | 9                | 25               |
|                |                                    |                       | Expend. | 21,274.66            | 70,538.11           | 315,553.00    | 22               | 25               |
|                |                                    |                       | Net     | 957.47               | 40,085.30           | 19,095.00-    | 210-             | 25               |

# Southwest Health and Human Services

## Revenues & Expend by Prog,Dept,Fund

Report Basis: Cash

| <u>Element</u> | <u>Description</u>             | <u>Account Number</u> |         | <u>Current Month</u> | <u>Year-To-Date</u> | <u>Budget</u> | <u>% of Bdgt</u> | <u>% of Year</u> |
|----------------|--------------------------------|-----------------------|---------|----------------------|---------------------|---------------|------------------|------------------|
| 280 PROGRAM    | MCH Dental Health              |                       | Revenue | 157.19-              | 21,319.04-          | 70,300.00-    | 30               | 25               |
|                |                                |                       | Expend. | 3,009.82             | 7,407.44            | 48,549.00     | 15               | 25               |
|                |                                |                       | Net     | 2,852.63             | 13,911.60-          | 21,751.00-    | 64               | 25               |
| 285 PROGRAM    | MCH Blood Lead                 |                       | Revenue | 0.00                 | 0.00                | 1,000.00-     | 0                | 25               |
|                |                                |                       | Expend. | 157.03               | 635.03              | 0.00          | 0                | 25               |
|                |                                |                       | Net     | 157.03               | 635.03              | 1,000.00-     | 64-              | 25               |
| 295 PROGRAM    | MCH Car Seat Program           |                       | Revenue | 1,618.18-            | 3,693.59-           | 33,200.00-    | 11               | 25               |
|                |                                |                       | Expend. | 3,062.19             | 8,006.59            | 41,745.00     | 19               | 25               |
|                |                                |                       | Net     | 1,444.01             | 4,313.00            | 8,545.00      | 50               | 25               |
| 300 PROGRAM    | Case Management                |                       | Revenue | 47,136.95-           | 101,029.42-         | 368,800.00-   | 27               | 25               |
|                |                                |                       | Expend. | 41,934.52            | 114,382.80          | 361,007.00    | 32               | 25               |
|                |                                |                       | Net     | 5,202.43-            | 13,353.38           | 7,793.00-     | 171-             | 25               |
| 330 PROGRAM    | MNChoices                      |                       | Revenue | 23,283.37-           | 53,388.37-          | 171,500.00-   | 31               | 25               |
|                |                                |                       | Expend. | 29,469.02            | 73,025.87           | 293,918.00    | 25               | 25               |
|                |                                |                       | Net     | 6,185.65             | 19,637.50           | 122,418.00    | 16               | 25               |
| 603 PROGRAM    | Disease Prevention And Control |                       | Revenue | 16,399.50-           | 18,312.18-          | 157,292.00-   | 12               | 25               |
|                |                                |                       | Expend. | 24,802.87            | 55,381.50           | 240,454.00    | 23               | 25               |
|                |                                |                       | Net     | 8,403.37             | 37,069.32           | 83,162.00     | 45               | 25               |
| 660 PROGRAM    | MIIC                           |                       | Revenue | 0.00                 | 0.00                | 1,500.00-     | 0                | 25               |
|                |                                |                       | Expend. | 63.49                | 340.31              | 0.00          | 0                | 25               |
|                |                                |                       | Net     | 63.49                | 340.31              | 1,500.00-     | 23-              | 25               |
| 481 DEPT       | Nursing                        | Totals:               | Revenue | 178,809.24-          | 488,315.18-         | 2,096,594.00- | 23               | 25               |
|                |                                |                       | Expend. | 219,899.45           | 595,260.06          | 2,296,633.00  | 26               | 25               |
|                |                                |                       | Net     | 41,090.21            | 106,944.88          | 200,039.00    | 53               | 25               |
| 483 DEPT       | Health Education               |                       |         |                      |                     |               |                  |                  |
| 500 PROGRAM    | Direct Client Services         |                       | Revenue | 1,446.01-            | 1,782.99-           | 2,770.00-     | 64               | 25               |
|                |                                |                       | Expend. | 1,282.74             | 3,667.08            | 61,613.00     | 6                | 25               |
|                |                                |                       | Net     | 163.27-              | 1,884.09            | 58,843.00     | 3                | 25               |
| 510 PROGRAM    | SHIP                           |                       | Revenue | 17,411.51-           | 92,653.54-          | 224,631.00-   | 41               | 25               |
|                |                                |                       | Expend. | 23,597.39            | 52,446.99           | 220,396.00    | 24               | 25               |
|                |                                |                       | Net     | 6,185.88             | 40,206.55-          | 4,235.00-     | 949              | 25               |
| 550 PROGRAM    | P&I Grant                      |                       | Revenue | 0.00                 | 33,184.00-          | 188,679.00-   | 18               | 25               |
|                |                                |                       | Expend. | 11,273.74            | 30,045.66           | 186,869.00    | 16               | 25               |
|                |                                |                       | Net     | 11,273.74            | 3,138.34-           | 1,810.00-     | 173              | 25               |

# Southwest Health and Human Services

## Revenues & Expend by Prog,Dept,Fund

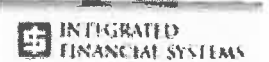
Report Basis: Cash

| <u>Element</u> | <u>Description</u>        | <u>Account Number</u> |         | <u>Current Month</u> | <u>Year-To-Date</u> | <u>Budget</u>  | <u>% of Bdg</u> | <u>% of Year</u> |
|----------------|---------------------------|-----------------------|---------|----------------------|---------------------|----------------|-----------------|------------------|
| 900 PROGRAM    | Emergency Preparedness    |                       | Revenue | 0.00                 | 20,695.47 -         | 98,295.00 -    | 21              | 25               |
|                |                           |                       | Expend. | 13,741.82            | 30,665.68           | 124,290.00     | 25              | 25               |
|                |                           |                       | Net     | 13,741.82            | 9,970.21            | 25,995.00      | 38              | 25               |
| 901 PROGRAM    | Med Reserve Corps         |                       | Revenue |                      |                     |                |                 | 25               |
|                |                           |                       | Expend. | 0.00                 | 1,039.58            | 0.00           | 0               | 25               |
|                |                           |                       | Net     | 0.00                 | 1,039.58            | 0.00           | 0               | 25               |
| 483 DEPT       | Health Education          | Totals:               | Revenue | 18,857.52 -          | 148,316.00 -        | 514,375.00 -   | 29              | 25               |
|                |                           |                       | Expend. | 49,895.69            | 117,864.99          | 593,168.00     | 20              | 25               |
|                |                           |                       | Net     | 31,038.17            | 30,451.01 -         | 78,793.00      | 39 -            | 25               |
| 485 DEPT       | Environmental Health      |                       |         |                      |                     |                |                 |                  |
| 800 PROGRAM    | Environmental             |                       | Revenue | 2,771.00 -           | 152,207.18 -        | 229,000.00 -   | 66              | 25               |
|                |                           |                       | Expend. | 29,761.83            | 75,452.92           | 275,682.00     | 27              | 25               |
|                |                           |                       | Net     | 26,990.83            | 76,754.26 -         | 46,682.00      | 164 -           | 25               |
| 820 PROGRAM    | Healthy Homes Grant       |                       | Revenue | 0.00                 | 0.00                | 20,000.00 -    | 0               | 25               |
|                |                           |                       | Expend. | 0.00                 | 0.00                | 19,806.00      | 0               | 25               |
|                |                           |                       | Net     | 0.00                 | 0.00                | 194.00 -       | 0               | 25               |
| 830 PROGRAM    | FDA Standardization Grant |                       | Revenue | 0.00                 | 2,978.60 -          | 0.00           | 0               | 25               |
|                |                           |                       | Expend. | 0.00                 | 11.88               | 0.00           | 0               | 25               |
|                |                           |                       | Net     | 0.00                 | 2,966.72 -          | 0.00           | 0               | 25               |
| 485 DEPT       | Environmental Health      | Totals:               | Revenue | 2,771.00 -           | 155,185.78 -        | 249,000.00 -   | 62              | 25               |
|                |                           |                       | Expend. | 29,761.83            | 75,464.80           | 295,488.00     | 26              | 25               |
|                |                           |                       | Net     | 26,990.83            | 79,720.98 -         | 46,488.00      | 171 -           | 25               |
| 1 FUND         | Health Services Fund      | Totals:               | Revenue | 203,742.54 -         | 1,033,744.22 -      | 3,799,964.00 - | 27              | 25               |
|                |                           |                       | Expend. | 366,154.29           | 962,666.31          | 3,799,964.00   | 25              | 25               |
|                |                           |                       | Net     | 162,411.75           | 71,077.91 -         | 0.00           | 0               | 25               |

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# Southwest Health and Human Services

## Revenues & Expend by Prog,Dept,Fund



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Report Basis: Cash

| <u>Element</u> | <u>Description</u>                    | <u>Account Number</u> |         | <u>Current Month</u> | <u>Year-To-Date</u> | <u>Budget</u> | <u>% of Bdgt</u> | <u>% of Year</u> |
|----------------|---------------------------------------|-----------------------|---------|----------------------|---------------------|---------------|------------------|------------------|
| 5 FUND         | Human Services Fund                   |                       |         |                      |                     |               |                  |                  |
| 410 DEPT       | General Administration                |                       |         |                      |                     |               |                  |                  |
| 0 PROGRAM      | ...                                   |                       | Revenue |                      |                     |               |                  | 25               |
|                |                                       |                       | Expend. | 20,879.46            | 48,135.43           | 83,935.00     | 57               | 25               |
|                |                                       |                       | Net     | 20,879.46            | 48,135.43           | 83,935.00     | 57               | 25               |
| 410 DEPT       | General Administration                | Totals:               | Revenue |                      |                     |               |                  | 25               |
|                |                                       |                       | Expend. | 20,879.46            | 48,135.43           | 83,935.00     | 57               | 25               |
|                |                                       |                       | Net     | 20,879.46            | 48,135.43           | 83,935.00     | 57               | 25               |
| 420 DEPT       | Income Maintenance                    |                       |         |                      |                     |               |                  |                  |
| 600 PROGRAM    | Income Maint Administrative/Overhea   |                       | Revenue | 30,405.75-           | 102,634.74-         | 3,246,752.00- | 3                | 25               |
|                |                                       |                       | Expend. | 168,747.60           | 427,632.46          | 1,666,654.00  | 26               | 25               |
|                |                                       |                       | Net     | 138,341.85           | 324,997.72          | 1,580,098.00- | 21-              | 25               |
| 601 PROGRAM    | Income Maint/Random Moment Payro      |                       | Revenue |                      |                     |               |                  | 25               |
|                |                                       |                       | Expend. | 279,646.01           | 668,541.50          | 2,562,216.00  | 26               | 25               |
|                |                                       |                       | Net     | 279,646.01           | 668,541.50          | 2,562,216.00  | 26               | 25               |
| 602 PROGRAM    | Income Maint FPI Investigator         |                       | Revenue | 0.00                 | 11,610.00-          | 50,000.00-    | 23               | 25               |
|                |                                       |                       | Expend. | 6,842.61             | 16,188.53           | 61,111.00     | 26               | 25               |
|                |                                       |                       | Net     | 6,842.61             | 4,578.53            | 11,111.00     | 41               | 25               |
| 605 PROGRAM    | MN Supplemental Aid (MSA)/GRH         |                       | Revenue | 3,911.90-            | 12,104.37-          | 28,000.00-    | 43               | 25               |
|                |                                       |                       | Expend. | 4,969.80             | 11,118.97           | 18,750.00     | 59               | 25               |
|                |                                       |                       | Net     | 1,057.90             | 985.40-             | 9,250.00-     | 11               | 25               |
| 610 PROGRAM    | TANF(AFDC/MFIP/DWP)                   |                       | Revenue | 4,240.00-            | 6,077.39-           | 25,000.00-    | 24               | 25               |
|                |                                       |                       | Expend. | 226.33               | 341.08              | 19,550.00     | 2                | 25               |
|                |                                       |                       | Net     | 4,013.67-            | 5,736.31-           | 5,450.00-     | 105              | 25               |
| 620 PROGRAM    | General Asst (GA)/General Relief/Buri |                       | Revenue | 664.82-              | 6,958.30-           | 25,000.00-    | 28               | 25               |
|                |                                       |                       | Expend. | 17,227.50            | 79,716.99           | 251,250.00    | 32               | 25               |
|                |                                       |                       | Net     | 16,562.68            | 72,758.69           | 226,250.00    | 32               | 25               |
| 630 PROGRAM    | Food Support (FS)                     |                       | Revenue | 107,132.00-          | 130,590.00-         | 516,000.00-   | 25               | 25               |
|                |                                       |                       | Expend. | 1,401.87             | 1,660.32            | 7,500.00      | 22               | 25               |
|                |                                       |                       | Net     | 105,730.13-          | 128,929.68-         | 508,500.00-   | 25               | 25               |
| 640 PROGRAM    | Child Support (IVD)                   |                       | Revenue | 161,265.74-          | 274,266.60-         | 1,653,893.00- | 17               | 25               |
|                |                                       |                       | Expend. | 116,028.46           | 301,406.08          | 1,153,303.00  | 26               | 25               |
|                |                                       |                       | Net     | 45,237.28-           | 27,139.48           | 500,590.00-   | 5-               | 25               |

# Southwest Health and Human Services

## Revenues & Expend by Prog,Dept,Fund

Report Basis: Cash

| Element     | Description                           | Account Number |         | Current Month | Year-To-Date  | Budget        | % of<br>Bdgt | % of<br>Year |
|-------------|---------------------------------------|----------------|---------|---------------|---------------|---------------|--------------|--------------|
| 650 PROGRAM | Medical Assistance (MA)               |                | Revenue | 262,950.86-   | 692,913.44-   | 3,350,000.00- | 21           | 25           |
|             |                                       |                | Expend. | 197,552.86    | 511,331.46    | 2,476,000.00  | 21           | 25           |
|             |                                       |                | Net     | 65,398.00-    | 181,581.98-   | 874,000.00-   | 21           | 25           |
| 680 PROGRAM | Refugee Cash Assistance (RCA)         |                | Revenue | 0.00          | 0.00          | 1,000.00-     | 0            | 25           |
|             |                                       |                | Expend. |               |               |               |              | 25           |
|             |                                       |                | Net     | 0.00          | 0.00          | 1,000.00-     | 0            | 25           |
| 420 DEPT    | Income Maintenance                    | Totals:        | Revenue | 570,571.07-   | 1,237,154.84- | 8,895,645.00- | 14           | 25           |
|             |                                       |                | Expend. | 792,643.04    | 2,017,937.39  | 8,216,334.00  | 25           | 25           |
|             |                                       |                | Net     | 222,071.97    | 780,782.55    | 679,311.00-   | 115-         | 25           |
| 431 DEPT    | Social Services                       |                |         |               |               |               |              |              |
| 700 PROGRAM | Social Service Administrative/Overhea |                | Revenue | 49,213.59-    | 713,673.54-   | 9,991,780.00- | 7            | 25           |
|             |                                       |                | Expend. | 243,875.16    | 681,226.18    | 2,754,328.00  | 25           | 25           |
|             |                                       |                | Net     | 194,661.57    | 32,447.36-    | 7,237,452.00- | 0            | 25           |
| 701 PROGRAM | Social Services/SSTS                  |                | Revenue |               |               |               |              | 25           |
|             |                                       |                | Expend. | 787,784.09    | 1,919,240.37  | 7,149,115.00  | 27           | 25           |
|             |                                       |                | Net     | 787,784.09    | 1,919,240.37  | 7,149,115.00  | 27           | 25           |
| 710 PROGRAM | Children's Social Services Programs   |                | Revenue | 114,150.39-   | 396,767.97-   | 1,934,098.00- | 21           | 25           |
|             |                                       |                | Expend. | 304,270.05    | 904,230.19    | 3,619,941.00  | 25           | 25           |
|             |                                       |                | Net     | 190,119.66    | 507,462.22    | 1,685,843.00  | 30           | 25           |
| 712 PROGRAM | CIRCLE Program                        |                | Revenue | 0.00          | 5,000.00-     | 5,000.00-     | 100          | 25           |
|             |                                       |                | Expend. | 371.85        | 1,109.70      | 8,000.00      | 14           | 25           |
|             |                                       |                | Net     | 371.85        | 3,890.30-     | 3,000.00      | 130-         | 25           |
| 713 PROGRAM | "SELF Program" Grant                  |                | Revenue | 0.00          | 0.00          | 54,100.00-    | 0            | 25           |
|             |                                       |                | Expend. | 1,890.42      | 4,169.24      | 54,100.00     | 8            | 25           |
|             |                                       |                | Net     | 1,890.42      | 4,169.24      | 0.00          | 0            | 25           |
| 715 PROGRAM | Childrens Waivers                     |                | Revenue | 4,820.59-     | 24,141.66-    | 105,000.00-   | 23           | 25           |
|             |                                       |                | Expend. | 0.00          | 0.00          | 10,000.00     | 0            | 25           |
|             |                                       |                | Net     | 4,820.59-     | 24,141.66-    | 95,000.00-    | 25           | 25           |
| 716 PROGRAM | FGDM/Family Group Decision Making     |                | Revenue | 15,224.00-    | 30,799.71-    | 56,914.00-    | 54           | 25           |
|             |                                       |                | Expend. | 2,782.58      | 6,163.90      | 56,914.00     | 11           | 25           |
|             |                                       |                | Net     | 12,441.42-    | 24,635.81-    | 0.00          | 0            | 25           |
| 717 PROGRAM | AR/Alternative Response Discretion F  |                | Revenue | 13,385.00-    | 13,385.00-    | 55,175.00-    | 24           | 25           |
|             |                                       |                | Expend. | 2,249.53      | 4,221.26      | 55,175.00     | 8            | 25           |
|             |                                       |                | Net     | 11,135.47-    | 9,163.74-     | 0.00          | 0            | 25           |

# Southwest Health and Human Services

## Revenues & Expend by Prog,Dept,Fund

Report Basis: Cash

| <u>Element</u> | <u>Description</u>                   | <u>Account Number</u> |         | <u>Current Month</u> | <u>Year-To-Date</u> | <u>Budget</u> | <u>% of Bdgt</u> | <u>% of Year</u> |
|----------------|--------------------------------------|-----------------------|---------|----------------------|---------------------|---------------|------------------|------------------|
| 718 PROGRAM    | PSOP/Parent Support Outreach Progra  |                       | Revenue | 6,943.00-            | 6,943.00-           | 52,446.00-    | 13               | 25               |
|                |                                      |                       | Expend. | 325.50               | 2,598.56            | 40,446.00     | 6                | 25               |
|                |                                      |                       | Net     | 6,617.50-            | 4,344.44-           | 12,000.00-    | 36               | 25               |
| 720 PROGRAM    | Ch Care/Ch Prot                      |                       | Revenue | 2,250.00-            | 7,250.00-           | 30,000.00-    | 24               | 25               |
|                |                                      |                       | Expend. | 0.00                 | 0.00                | 4,500.00      | 0                | 25               |
|                |                                      |                       | Net     | 2,250.00-            | 7,250.00-           | 25,500.00-    | 28               | 25               |
| 721 PROGRAM    | CC-Basic Slide Fee/Cty Match to DHS  |                       | Revenue | 5,191.00-            | 7,656.45-           | 40,035.00-    | 19               | 25               |
|                |                                      |                       | Expend. | 7,724.50             | 11,338.25           | 40,035.00     | 28               | 25               |
|                |                                      |                       | Net     | 2,533.50             | 3,681.80            | 0.00          | 0                | 25               |
| 722 PROGRAM    | Child Care/MFIP                      |                       | Revenue | 225.00-              | 225.00-             | 1,500.00-     | 15               | 25               |
|                |                                      |                       | Expend. |                      |                     |               |                  | 25               |
|                |                                      |                       | Net     | 225.00-              | 225.00-             | 1,500.00-     | 15               | 25               |
| 726 PROGRAM    | MFIP/SW MN PIC                       |                       | Revenue | 2,322.00-            | 3,284.00-           | 13,000.00-    | 25               | 25               |
|                |                                      |                       | Expend. |                      |                     |               |                  | 25               |
|                |                                      |                       | Net     | 2,322.00-            | 3,284.00-           | 13,000.00-    | 25               | 25               |
| 730 PROGRAM    | Chemical Dependency                  |                       | Revenue | 19,124.81-           | 81,454.91-          | 293,000.00-   | 28               | 25               |
|                |                                      |                       | Expend. | 43,410.66            | 139,595.05          | 434,000.00    | 32               | 25               |
|                |                                      |                       | Net     | 24,285.85            | 58,140.14           | 141,000.00    | 41               | 25               |
| 740 PROGRAM    | Mental Health (Both Adults/Children) |                       | Revenue | 121.60-              | 124.70-             | 0.00          | 0                | 25               |
|                |                                      |                       | Expend. |                      |                     |               |                  | 25               |
|                |                                      |                       | Net     | 121.60-              | 124.70-             | 0.00          | 0                | 25               |
| 741 PROGRAM    | Mental Health/Adults Only            |                       | Revenue | 260,080.30-          | 433,630.14-         | 1,210,635.00- | 36               | 25               |
|                |                                      |                       | Expend. | 249,860.64           | 471,373.14          | 1,598,082.00  | 29               | 25               |
|                |                                      |                       | Net     | 10,219.66-           | 37,743.00           | 387,447.00    | 10               | 25               |
| 742 PROGRAM    | Mental Health/Children Only          |                       | Revenue | 77,174.23-           | 234,441.63-         | 864,383.00-   | 27               | 25               |
|                |                                      |                       | Expend. | 127,755.58           | 340,505.18          | 1,405,984.00  | 24               | 25               |
|                |                                      |                       | Net     | 50,581.35            | 106,063.55          | 541,601.00    | 20               | 25               |
| 750 PROGRAM    | Developmental Disabilities           |                       | Revenue | 67,578.28-           | 201,688.82-         | 856,835.00-   | 24               | 25               |
|                |                                      |                       | Expend. | 30,514.26            | 87,475.32           | 428,185.00    | 20               | 25               |
|                |                                      |                       | Net     | 37,064.02-           | 114,213.50-         | 428,650.00-   | 27               | 25               |
| 760 PROGRAM    | Adult Services                       |                       | Revenue | 124,297.80-          | 324,994.43-         | 1,355,500.00- | 24               | 25               |
|                |                                      |                       | Expend. | 2,648.43             | 6,093.00            | 88,800.00     | 7                | 25               |
|                |                                      |                       | Net     | 121,649.37-          | 318,901.43-         | 1,266,700.00- | 25               | 25               |

# Southwest Health and Human Services

## Revenues & Expend by Prog,Dept,Fund

Report Basis: Cash

| Element      | Description               | Account Number |         | Current Month | Year-To-Date  | Budget         | % of Bdgt | % of Year |
|--------------|---------------------------|----------------|---------|---------------|---------------|----------------|-----------|-----------|
| 765 PROGRAM  | Adults Waivers            |                | Revenue | 51,131.43-    | 183,073.00-   | 680,000.00-    | 27        | 25        |
|              |                           |                | Expend. | 9,340.99      | 18,909.91     | 81,250.00      | 23        | 25        |
|              |                           |                | Net     | 41,790.44-    | 164,163.09-   | 598,750.00-    | 27        | 25        |
| 431 DEPT     | Social Services           | Totals:        | Revenue | 813,233.02-   | 2,668,533.96- | 17,599,401.00- | 15        | 25        |
|              |                           |                | Expend. | 1,814,804.24  | 4,598,249.25  | 17,828,855.00  | 26        | 25        |
|              |                           |                | Net     | 1,001,571.22  | 1,929,715.29  | 229,454.00     | 841       | 25        |
| 461 DEPT     | Information Systems       |                | Revenue | 4,706.21-     | 12,629.43-    | 35,554.00-     | 36        | 25        |
| 0 PROGRAM    | ...                       |                | Expend. | 37,548.09     | 97,593.71     | 401,476.00     | 24        | 25        |
|              |                           |                | Net     | 32,841.88     | 84,964.28     | 365,922.00     | 23        | 25        |
| 461 DEPT     | Information Systems       | Totals:        | Revenue | 4,706.21-     | 12,629.43-    | 35,554.00-     | 36        | 25        |
|              |                           |                | Expend. | 37,548.09     | 97,593.71     | 401,476.00     | 24        | 25        |
|              |                           |                | Net     | 32,841.88     | 84,964.28     | 365,922.00     | 23        | 25        |
| 471 DEPT     | LCTS Collaborative Agency |                | Revenue | 0.00          | 69,331.00-    | 0.00           | 0         | 25        |
| 702 PROGRAM  | LCTS                      |                | Expend. | 0.00          | 69,331.00     | 0.00           | 0         | 25        |
|              |                           |                | Net     | 0.00          | 0.00          | 0.00           | 0         | 25        |
| 471 DEPT     | LCTS Collaborative Agency | Totals:        | Revenue | 0.00          | 69,331.00-    | 0.00           | 0         | 25        |
|              |                           |                | Expend. | 0.00          | 69,331.00     | 0.00           | 0         | 25        |
|              |                           |                | Net     | 0.00          | 0.00          | 0.00           | 0         | 25        |
| 5 FUND       | Human Services Fund       | Totals:        | Revenue | 1,388,510.30- | 3,987,649.23- | 26,530,600.00- | 15        | 25        |
|              |                           |                | Expend. | 2,665,874.83  | 6,831,246.78  | 26,530,600.00  | 26        | 25        |
|              |                           |                | Net     | 1,277,364.53  | 2,843,597.55  | 0.00           | 0         | 25        |
| FINAL TOTALS | 971 Accounts              |                | Revenue | 1,592,252.84- | 5,021,393.45- | 30,330,564.00- | 17        | 25        |
|              |                           |                | Expend. | 3,032,029.12  | 7,793,913.09  | 30,330,564.00  | 26        | 25        |
|              |                           |                | Net     | 1,439,776.28  | 2,772,519.64  | 0.00           | 0         | 25        |

# Social Services Caseload:

| <b>Yearly Averages</b> | <b>Adult Services</b> | <b>Children's Services</b> | <b>Total Programs</b> |
|------------------------|-----------------------|----------------------------|-----------------------|
| 2015                   | 2648                  | 481                        | 3129                  |
| 2016                   | 2669                  | 518                        | 3187                  |
| 2017                   | 2705                  | 604                        | 3308                  |
| 2018                   |                       |                            |                       |

| <b>2018</b> | <b>Adult Services</b> | <b>Children's Services</b> | <b>Total Programs</b> |
|-------------|-----------------------|----------------------------|-----------------------|
| January     | 2647                  | 604                        | 3251                  |
| February    | 2650                  | 627                        | 3277                  |
| March       | 2662                  | 632                        | 3294                  |
| April       |                       |                            |                       |
| May         |                       |                            |                       |
| June        |                       |                            |                       |
| July        |                       |                            |                       |
| August      |                       |                            |                       |
| September   |                       |                            |                       |
| October     |                       |                            |                       |
| November    |                       |                            |                       |
| December    |                       |                            |                       |
|             | <b>7959</b>           | <b>1863</b>                | <b>3274</b>           |

# Adult - Social Services Caseload

| Average | Adult Brain Injury (BI) | Adult Community Alternative Care (CAC) | Adult Community Access for Disability Inclusion (CADI) | Adult Essential Community Supports | Adult Mental Health (AMH) | Adult Protective Services (APS) | Adult Services (AS) | Alternative Care (AC) | Chemical Dependency (CD) | Developmental Disabilities (DD) | Elderly Waiver (EW) | Total Programs |
|---------|-------------------------|----------------------------------------|--------------------------------------------------------|------------------------------------|---------------------------|---------------------------------|---------------------|-----------------------|--------------------------|---------------------------------|---------------------|----------------|
| 2015    | 12                      | 227                                    | 13                                                     |                                    | 306                       | 34                              | 817                 | 23                    | 403                      | 460                             | 352                 | 2652           |
| 2016    | 13                      | 240                                    | 12                                                     | 0                                  | 298                       | 50                              | 829                 | 18                    | 396                      | 452                             | 362                 | 2669           |
| 2017    | 12                      | 266                                    | 12                                                     | 0                                  | 315                       | 45                              | 828                 | 16                    | 422                      | 444                             | 343                 | 2705           |
| 2018    |                         |                                        |                                                        |                                    |                           |                                 |                     |                       |                          |                                 |                     |                |

\*Note: CADI name change and there is a new category (Adult Essential Community Supports)

| <b>2018</b> | Adult Brain Injury (BI) | Adult Community Access for Disability Inclusion (CADI) | Adult Community Alternative Care (CAC) | Adult Essential Community Supports | Adult Mental Health (AMH) | Adult Protective Services (APS) | Adult Services (AS) | Alternative Care (AC) | Chemical Dependency (CD) | Developmental Disabilities (DD) | Elderly Waiver (EW) | Total Programs |
|-------------|-------------------------|--------------------------------------------------------|----------------------------------------|------------------------------------|---------------------------|---------------------------------|---------------------|-----------------------|--------------------------|---------------------------------|---------------------|----------------|
| January     | 12                      | 270                                                    | 13                                     | 0                                  | 293                       | 59                              | 862                 | 17                    | 338                      | 453                             | 330                 | 2647           |
| February    | 12                      | 268                                                    | 13                                     | 0                                  | 293                       | 49                              | 856                 | 17                    | 366                      | 453                             | 323                 | 2650           |
| March       | 11                      | 289                                                    | 14                                     | 0                                  | 292                       | 47                              | 859                 | 18                    | 357                      | 450                             | 325                 | 2662           |
| April       |                         |                                                        |                                        |                                    |                           |                                 |                     |                       |                          |                                 |                     |                |
| May         |                         |                                                        |                                        |                                    |                           |                                 |                     |                       |                          |                                 |                     |                |
| June        |                         |                                                        |                                        |                                    |                           |                                 |                     |                       |                          |                                 |                     |                |
| July        |                         |                                                        |                                        |                                    |                           |                                 |                     |                       |                          |                                 |                     |                |
| August      |                         |                                                        |                                        |                                    |                           |                                 |                     |                       |                          |                                 |                     |                |
| September   |                         |                                                        |                                        |                                    |                           |                                 |                     |                       |                          |                                 |                     |                |
| October     |                         |                                                        |                                        |                                    |                           |                                 |                     |                       |                          |                                 |                     |                |
| November    |                         |                                                        |                                        |                                    |                           |                                 |                     |                       |                          |                                 |                     |                |
| December    |                         |                                                        |                                        |                                    |                           |                                 |                     |                       |                          |                                 |                     |                |
|             | 12                      | 276                                                    | 13                                     | 0                                  | 293                       | 52                              | 859                 | 17                    | 354                      | 452                             | 326                 | 2653           |

# Children's - Social Services Caseload

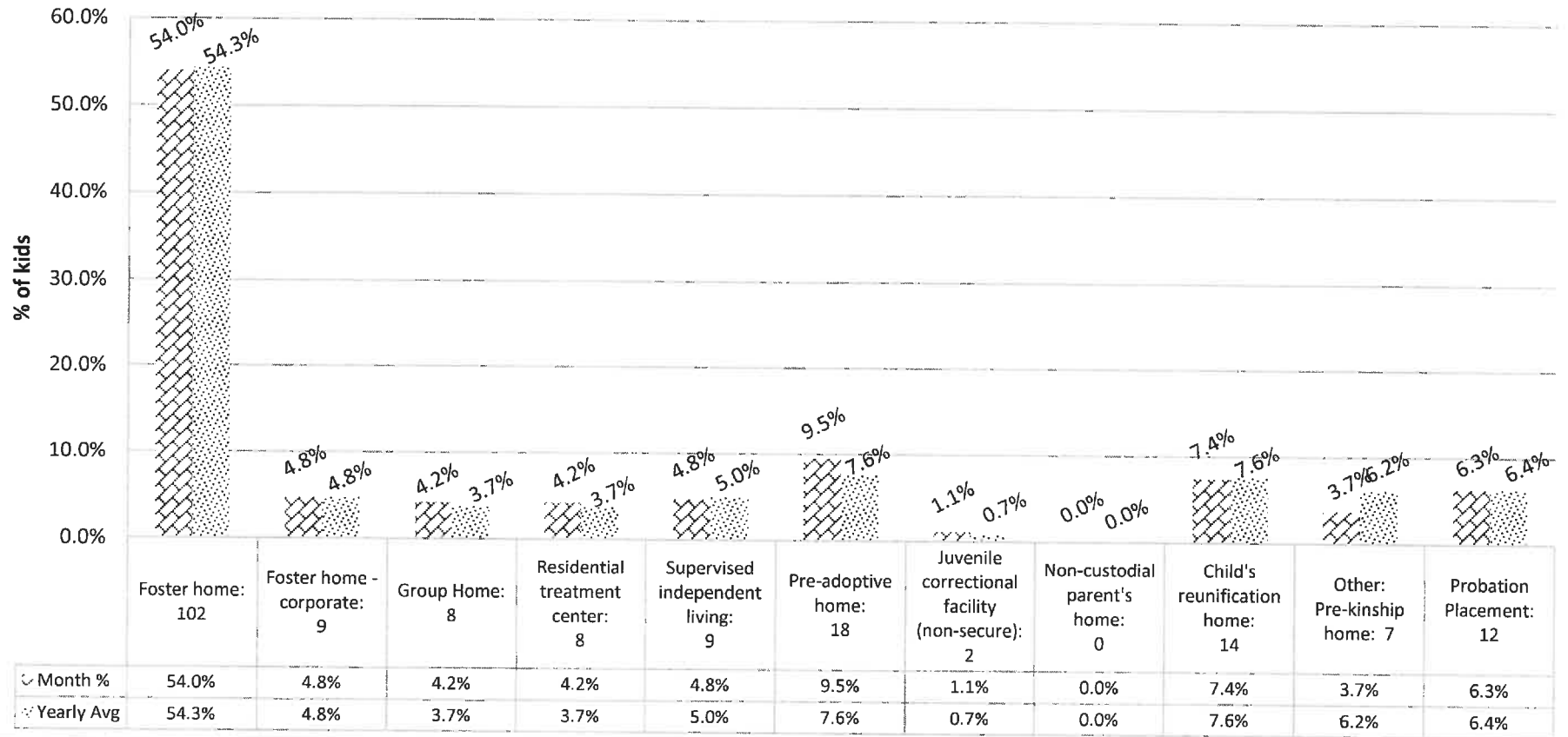
| Average | Adolescent Independent Living (ALS) | Adoption | Child Brain Injury (BI) | Child Community Alternative Care (CAC) | Child Community Alternatives for Disabled Individuals (CADI) | Child Protection (CP) | Child Welfare (CW) | Children's Mental Health (CMH) | Early Intervention: Infants & Toddlers with Disabilities | Minor Parents (MP) | Parent Support Outreach Program (PSOP) | Total Programs |
|---------|-------------------------------------|----------|-------------------------|----------------------------------------|--------------------------------------------------------------|-----------------------|--------------------|--------------------------------|----------------------------------------------------------|--------------------|----------------------------------------|----------------|
| 2015    | 38                                  | 15       | 1                       | 3                                      | 30                                                           | 153                   | 127                | 96                             | 0                                                        | 1                  | 18                                     | 482            |
| 2016    | 41                                  | 17       | 2                       | 5                                      | 35                                                           | 175                   | 145                | 86                             | 0                                                        | 0                  | 13                                     | 518            |
| 2017    | 49                                  | 21       | 0                       | 10                                     | 35                                                           | 195                   | 174                | 103                            | 0                                                        | 0                  | 17                                     | 604            |
| 2018    |                                     |          |                         |                                        |                                                              |                       |                    |                                |                                                          |                    |                                        |                |

| <b>2018</b> | Adolescent Independent Living (ALS) | Adoption | Child Brain Injury (BI) | Child Community Alternative Care (CAC) | Child Community Alternatives for Disabled Individuals (CADI) | Child Protection (CP) | Child Welfare (CW) | Children's Mental Health (CMH) | Early Intervention: Infants & Toddlers with Disabilities | Minor Parents (MP) | Parent Support Outreach Program (PSOP) | Total Programs |
|-------------|-------------------------------------|----------|-------------------------|----------------------------------------|--------------------------------------------------------------|-----------------------|--------------------|--------------------------------|----------------------------------------------------------|--------------------|----------------------------------------|----------------|
| January     | 46                                  | 20       | 0                       | 10                                     | 34                                                           | 188                   | 184                | 104                            | 0                                                        | 0                  | 18                                     | 604            |
| February    | 46                                  | 20       | 0                       | 10                                     | 36                                                           | 194                   | 196                | 109                            | 0                                                        | 0                  | 16                                     | 627            |
| March       | 47                                  | 21       | 0                       | 10                                     | 39                                                           | 194                   | 190                | 113                            | 0                                                        | 0                  | 18                                     | 632            |
| April       |                                     |          |                         |                                        |                                                              |                       |                    |                                |                                                          |                    |                                        |                |
| May         |                                     |          |                         |                                        |                                                              |                       |                    |                                |                                                          |                    |                                        |                |
| June        |                                     |          |                         |                                        |                                                              |                       |                    |                                |                                                          |                    |                                        |                |
| July        |                                     |          |                         |                                        |                                                              |                       |                    |                                |                                                          |                    |                                        |                |
| August      |                                     |          |                         |                                        |                                                              |                       |                    |                                |                                                          |                    |                                        |                |
| September   |                                     |          |                         |                                        |                                                              |                       |                    |                                |                                                          |                    |                                        |                |
| October     |                                     |          |                         |                                        |                                                              |                       |                    |                                |                                                          |                    |                                        |                |
| November    |                                     |          |                         |                                        |                                                              |                       |                    |                                |                                                          |                    |                                        |                |
| December    |                                     |          |                         |                                        |                                                              |                       |                    |                                |                                                          |                    |                                        |                |
|             | 46                                  | 20       | 0                       | 10                                     | 36                                                           | 192                   | 190                | 109                            | 0                                                        | 0                  | 17                                     | 621            |

## 2018 KIDS IN OUT OF HOME PLACEMENT - BY COUNTY

[illegible]

**March 2018 - Placements by Category**  
**189 Kids in Placement**



**March 2018:** Total kids in placement = 189

**Total of 11 Children entered placement**

|   |           |             |
|---|-----------|-------------|
| 3 | Lincoln   | Foster Home |
| 3 | Lyon      | Foster Home |
| 2 | Murray    | Foster Home |
| 1 | Pipestone | Probation   |
| 1 | Redwood   | Foster Home |
| 1 | Redwood   | Group Home  |

**Total of 10 Children were discharged from placement** (discharges from previous month)

|   |         |                               |
|---|---------|-------------------------------|
| 1 | Lincoln | Probation                     |
| 1 | Lyon    | Adopted                       |
| 1 | Lyon    | Pre-Kinship Home              |
| 1 | Lyon    | Foster Home                   |
| 3 | Redwood | Pre-Kinship Home              |
| 1 | Redwood | Adopted                       |
| 1 | Redwood | Foster Home                   |
| 1 | Redwood | Supervised Independent Living |

**NON IVD COLLECTIONS**  
**MARCH 2018**

| PROGRAM                                                        | ACCOUNT                | TOTAL          |
|----------------------------------------------------------------|------------------------|----------------|
| MSA/GRH                                                        | 05-420-605.5802        | 3,800          |
| TANF (MFIP/DWP/AFDC)                                           | 05-420-610.5803        | 4,066          |
| GA                                                             | 05-420-620.5803        | 481            |
| FS                                                             | 05-420-630.5803        | 484            |
| CS (PI Fee, App Fee, etc)                                      | 05-420-640.5501        | 115            |
| MA Recoveries & Estate Collections<br>(25% retained by agency) | 05-420-650.5803        | 100,273        |
| REFUGEE                                                        | 05-420-680.5803        | 0              |
| CHILDRENS                                                      |                        |                |
| Court Visitor Fee                                              | 05-431-700.5514        | 0              |
| Parental Fees, Holds                                           | 05-431-710.5501        | 5,987          |
| OOH/FC Recovery                                                | 05-431-710.5803        | 45,060         |
| CHILDCARE                                                      |                        |                |
| Licensing                                                      | 05-431-720.5502        | 2,050          |
| Corp FC Licensing                                              | 05-431-710.5505        | 200            |
| Over Payments                                                  | 05-431-721&722.5803    | 425            |
| CHEMICAL DEPENDENCY                                            |                        |                |
| CD Assessments                                                 | 05-431-730.5519        | 7,082          |
| Detox Fees                                                     | 05-431-730.5520        | 7,570          |
| Over Payments                                                  | 05-431-730.5803        | 0              |
| MENTAL HEALTH                                                  |                        |                |
| Insurance Copay                                                | 05-431-740.5803        | 0              |
| Over Payments                                                  | 05-431-741 or 742.5803 | 122            |
| DEVELOPMENTAL DISABILITIES                                     |                        |                |
| Insurance Copay/Overpayments                                   | 05-431-750.5803        | 161            |
| ADULT                                                          |                        |                |
| Court Visitor Fee                                              | 05-431-760.5803        | 0              |
| Insurance Copay/Overpayments                                   | 05-431-760.5803        | 174            |
| <b>TOTAL NON-IVD COLLECTIONS</b>                               |                        | <b>178,050</b> |



# LABOR AGREEMENT

Between  
Southwest Health and Human Services  
&  
American Federation of State, County and Municipal Employees

## HUMAN SERVICES

January 1, 2018 to December 31, 2019

|               |                                  |    |
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## ARTICLE 1 – PURPOSE OF AGREEMENT

This AGREEMENT is entered into between the Southwest Health and Human Services, hereinafter called the EMPLOYER, and the American Federation of State, County, and Municipal Employees, hereinafter called the UNION.

The intent and purpose of this AGREEMENT IS TO:

- 1.1 Establish certain wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this AGREEMENT'S interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon the terms and conditions of employment for the duration of this AGREEMENT.

## ARTICLE 2 – RECOGNITION

The EMPLOYER recognizes the UNION as the Exclusive Representative for employees of Southwest Health and Human Services, Minnesota who perform work in Human Services and/or Social Services as well as all clerical employees who are public employees within the meaning of M.S. 179A.03 Subd. 14, excluding supervisory and confidential employees and employees who perform Public Health Services.

## ARTICLE 3 – DEFINITIONS

- 3.1 UNION: Council 65 American Federation of State, County and Municipal Employees.
- 3.2 EMPLOYER: Southwest Health and Human Services.
- 3.3 UNION MEMBER: A member of the American Federation of State, County and Municipal Employees.
- 3.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.5 BASE PAY RATE: The employee's annual or hourly pay rate exclusive of longevity or any other special allowance. Exempt (salaried) employees shall have their annual salary paid in either 26 or 27 pay periods depending upon calendar

### 3.6 SENIORITY

A. EMPLOYER SENIORITY: Length of continuous service with the Employer, subject to Section C.

B. JOB CLASSIFICATION SENIORITY: Length of service in a job classification covered by this Agreement, subject to section C.

#### C. SENIORITY CREDIT FROM PRIOR EMPLOYERS:

(i) Employees who were previously employed by Lincoln, Lyon, and Murray Human Services, clerical employees who were employed by Lincoln Lyon Murray Pipestone Public Health or a County that becomes a member of Southwest Health and Human Services (EMPLOYER), shall maintain their seniority dates from their initial employment and job classification from those prior employers, and shall be placed on the seniority list accordingly with other employees of the bargaining unit, so long as there was no interruption in continuous employment from their prior employer and the EMPLOYER. Such employees shall not be viewed as new employees and shall not serve a probationary period unless such employees transfer to a new position outside their job classification pursuant to § 11.2 after their employment with the EMPLOYER begins.

(ii) For the purpose of job classification seniority, employees of member counties joining the EMPLOYER shall be placed in the job classification that most closely matches the job duties that the employee performed at the member county as determined by the EMPLOYER.

(iii) For seniority credit to apply the employee of a County that is a signatory to the Southwest Health and Human Services Joint Powers Agreement for Human Services must have been employed in the Human Services Department of that member county immediately prior to becoming employed by the EMPLOYER.

(iv) "Immediately prior" means there shall be no break in service between the employment with any of the member county or LLMHS or, for clerical employees LLMPPH, ending and employment with the EMPLOYER beginning. In the event that the individual is later employed by the EMPLOYER, the individual shall not subsequently be entitled to service credit for past employment with a member county, LLMHS or for clerical employees, LLMPPH.

- 3.7 OVERTIME: Work performed at the express authorization of the EMPLOYER in excess of forty (40) hours within a seven (7) day period as determined by the employer.
- 3.8 LAYOFF: Reduction in an employee's scheduled hours of work or elimination of the employee's position.
- 3.9 TRIAL PERIOD: The first ninety (90) calendar days after a bargaining unit member is promoted, transferred, or accepts a position outside the bargaining unit, after having completed their initial probationary period within the bargaining unit.

#### ARTICLE 4 – UNION SECURITY

In recognition of the UNION as the exclusive representative the EMPLOYER shall:

- 4.1 The EMPLOYER shall deduct union dues from the earnings of those employees who authorize such deductions in writing. The UNION shall submit such authorizations in writing to the EMPLOYER at least seven (7) days prior to the end of the pay period for which the deductions are to be effective, verifying the employees for whom full and fair share amounts shall be deducted. Such deductions shall continue in effect until canceled.
- 4.2 The EMPLOYER shall deduct each pay period, an amount as directed by the Union
- a. Withheld dues shall be forwarded to AFSCME Council 65 Administrative Office (118 Central Ave, Nashwauk, MN 55769) within ten (10) days after the deductions are made, together with a record of the amount and a list of the names of the employees from whose wages deductions were made
  - b. Deduction of dues or fees shall be made each pay period using a formula (or schedule, if applicable) provided by the UNION to the EMPLOYER to calculate the actual dues deduction. The UNION will provide a spreadsheet or formula that can be used to calculate the actual dues in an electronic Excel format or via U.S. mail. Dues deductions shall be continued and terminated in accordance with said authorization card.
- 4.3 The UNION shall provide employees with union authorization cards for membership and union dues. The EMPLOYER shall not be responsible for providing such cards to employees. Cards and information regarding union dues may be obtained through AFSCME Council 65 Administrative Office (118 Central Ave, Nashwauk, MN 55769).
- 4.4 The UNION may designate employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.

- 4.5 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under the provisions of this Article.
- 4.6 DEDUCT FAIR SHARE fees in accordance with the provisions of M.S. 179.65, Subd. 2.
- 4.7 The EMPLOYER agrees to allow the UNION to use designated bulletin boards and e-bulletins for the purpose of posting notices of UNION meetings, election, election returns, appointments to office and any other items specifically approved by the EMPLOYER. The UNION agrees to limit the posting of such notices to designated locations.
- 4.8 The Union shall have the right and opportunity to participate in the SWHHS new employee orientation with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing him/her to the Union. The Union shall be given 15 minutes at the beginning of each aforementioned new employee orientation.

#### ARTICLE 5 – EMPLOYER AUTHORITY

- 5.1 The EMPLOYER retains the full and unrestricted right to operate and direct the affairs of the EMPLOYER in all its various aspects including, but not limited to the right to direct the work force, select and manage all personnel, assign overtime, layoff employees due to lack of work and other legitimate reasons, make and enforce rules and regulations; determine the utilization of technology; change or eliminate existing methods, equipment or facilities; establish functions, policies and programs; set and amend budgets; establish and modify the organizational structure; and to perform any inherent managerial function not specifically limited by this AGREEMENT.
- 5.2 Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.
- 5.3 In the event that the EMPLOYER proposes to make changes to its policies which affect a mandatory subject of bargaining, the UNION shall be notified in advance. The Union shall promptly notify the employer within ten (10) working days if it is interested in negotiating regarding such subject(s). If negotiation is requested, such policies shall not be implemented for bargaining unit employees until the negotiation process is complete.

## ARTICLE 6 – EMPLOYEE RIGHTS- GRIEVANCE PROCEDURE

### 6.1 DEFINITION OF A GRIEVANCE

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this AGREEMENT.

### 6.2 UNION REPRESENTATIVES

The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated.

### 6.3 PROCESSING OF A GRIEVANCE

It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the EMPLOYEES and shall therefore be accomplished during normal working hours only when consistent with such EMPLOYEE duties and responsibilities. The aggrieved EMPLOYEE and the UNION REPRESENTATIVE shall be allowed a reasonable amount of time without loss in pay when a grievance is presented to the EMPLOYER during normal working hours provided the EMPLOYEE and the UNION REPRESENTATIVE have notified and received the approval of the designated supervisor who has determined that such absence IS reasonable and would not be detrimental to the work programs of the EMPLOYER.

### 6.4 PROCEDURE

Employees are encouraged to attempt to resolve their grievances, as defined by Section 5.1 on an informal basis with their immediate supervisor at the earliest opportunity. If the matter cannot be resolved to the employee's satisfaction by informal discussion, it shall be then processed in accordance with the following procedure:

Step 1. An EMPLOYEE claiming a violation concerning the interpretation or application of this AGREEMENT shall, within twenty-one (21) calendar days after such alleged violation has occurred, present the grievance to the EMPLOYEE'S designated representative in writing, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought. The EMPLOYER-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt.

Step 2. A grievance not resolved in Step 1 may be appealed to Step 2 in writing within ten (10) calendar days after the EMPLOYER-designated representative's final answer in Step 1, and shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

If appealed, the grievance shall be presented by the UNION and discussed with the EMPLOYER-designated Step 2 representative. The EMPLOYER-designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance.

Step 3. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

If appealed, the written grievance may, by mutual written agreement, be submitted to mediation through the Minnesota Bureau of Mediation Services.

Step 4. A grievance unresolved in Step 2 which the parties do not mediate or which is unresolved at Step 3 may be appealed to Step 4 and submitted to arbitration.

The EMPLOYER and the UNION representative may endeavor to select a mutually acceptable arbitrator to hear and decide the grievance or may select an arbitrator in accordance with the Rules established by the Bureau of Mediation Services. Absent any factors beyond the control of the Union or the Employer, the Union and the Employer shall select an arbitrator within ninety (90) calendar days from the date the Union appeals the grievance to Step 4 of the grievance procedure. If no selection is made within this ninety (90) day timeframe, the grievance shall be considered waived. However, no such waiver shall occur due to the failure of the Employer to engage in the selection process.

## 6.5 ARBITRATOR'S AUTHORITY

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

## 6.6 WAIVER

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION.

## 6.7 CHOICE OF REMEDY

A grievance unresolved at Step 3 that involves a suspension, demotion or discharge of an employee who has completed the required probationary period may be appealed either to Step 4 of Article VI or a procedure such as: Merit System, Veteran's Preference or other statutory proceeding. If appealed to any procedure other than Step 4, the grievance is not subject to the arbitration procedure as provided in Step 4. The aggrieved employee shall elect in writing which procedure is to be utilized, Step 4, or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4.

## ARTICLE 7 – SAVINGS CLAUSE

In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of the AGREEMENT shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

## ARTICLE 8 – WORK SCHEDULES

- 8.1 The sole authority to establish or modify work schedules is with the EMPLOYER.
- 8.2 The EMPLOYER will give seven (7) calendar days advance notice to employees affected by the establishment of permanent change in schedule.
- 8.3 Any employee directed to work outside of their assigned office shall begin their work day at the beginning of their travel to their unassigned office.

## ARTICLE 9 – OVERTIME PAY AND COMPENSATORY TIME

- 9.1 All overtime must be approved in advance by the employee's supervisor. Hours worked by non-exempt employees in excess of forty (40) hours within a seven (7) day period (as determined by the employer) will be compensated at one and one-half (1-1/2) times the employee's regular base pay.
- 9.2 The maximum number of hours that a non-exempt employee should work in any week is 37.5 hours. With supervisory approval, non-exempt employees may work up to two and a half (2.5) hours over the regular 37.5 hours which will be earned as compensatory time.
- 9.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.

- 9.4 Exempt employees may earn compensatory time at one (1) hour for each hour worked in excess of thirty seven and a half (37.5) hours with prior approval of a supervisor, unless a supervisor is unavailable and immediate client needs require attention. In such circumstances, supervisor approval must be obtained the following work day. If an on-call employee takes a call or is called out to work, compensatory time is to be earned at time and a half (1.5).
- 9.5 Compensatory time taken must be approved in advance by the employee's immediate supervisor.
- 9.6 Compensatory time will be earned and taken in 30 minute increments at a minimum. Once earned, employees shall not be required to use compensatory time until they have reached 17.5 hours at which time they may be asked to work adjust to insure they do not exceed 22.5 hours. In the event an employee may go into overtime status for the week they may also be asked to work adjust. The balance of compensatory time at the end of the payroll period shall never be more than 22.5 hours. Time in excess of 22.5 hours at the end of a payroll period will be lost to exempt employees. For non-exempt employees, the time in excess of 22.5 hours at the end of a payroll period shall be paid out to the employee at the employee's regular rate of pay.

#### ARTICLE 10 – DISCIPLINE

The EMPLOYER will discipline employees only for just cause. Discipline will be in one or more of the following forms, as appropriate to the circumstances: oral reprimand with written documentation, written reprimand, suspension, demotion, or discharge.

Employees shall be provided with a copy of all disciplinary actions and a copy of their performance evaluations.

#### ARTICLE 11 – PROBATIONARY PERIODS

- 11.1 All newly hired or rehired employees will serve an initial one-year probationary period. During the initial probationary period, an employee who is promoted or reassigned to another job classification shall serve the secondary probation concurrently with the initial probation.

Employees successfully completing their initial probationary period will receive a 1% increase.

- 11.2 At any time during the initial probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER. Such terminations shall not be subject to the grievance procedure.

- 11.3 All employees will serve a six (6) months' bargaining unit probationary period in any job classification within the bargaining unit in which the employee has not served a probationary period. During the initial ninety (90) calendar day trial period, the employee may return to their prior position at their request and shall retain the job classification seniority upon reinstatement to the position previously held.
- 11.4 At any time during the six month bargaining unit probationary period, an employee promoted or reassigned may be demoted or reassigned to the employee's previous position at the sole discretion of the EMPLOYER. If an employee is returned to his or her prior position by the EMPLOYER during their bargaining unit probationary period, that employee shall retain the job classification seniority upon reinstatement to the position previously held.
- 11.5 An employee who accepts a position outside of the bargaining unit shall retain his/her job classification seniority within the unit for a trial period of ninety (90) calendar days during which either the employee or the EMPLOYER may return the employee to the employee's previous job classification. At the conclusion of the trial period, the employee's seniority rights under this agreement shall terminate. Nothing in this provision shall be construed as modifying or impacting any probationary or trial period that is or may be required in the position outside of the bargaining unit.
- 11.6 Newly hired probationary employees may use accrued sick leave as it is earned. They may use accrued vacation leave after three (3) months of employment. Employees serving probationary periods in new job classifications shall be entitled to use all accrued paid leave time consistent with the terms of Article 15.

## ARTICLE 12 – SENIORITY

- 12.1 In the event of layoff, employees will be laid off on the basis of job classification seniority. The Employer will endeavor to provide employees with as much notice of temporary layoff as reasonably practicable based upon the circumstances. Notification of permanent layoff will be 3 weeks.

The employee laid off shall then have the opportunity to bump the least senior employee in the job classification the employee most recently previously held, provided the employee has more seniority than the employee he/she intends to bump.

- 12.2 Recall from layoff will be on the basis of job classification seniority. Recall rights will continue for twelve (12) months after lay off. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

No new employee shall be hired to work in classifications in which layoffs have occurred until all employees in those classifications on layoff status who wish to return have been recalled.

- 12.3 Seniority lists: The EMPLOYER shall establish seniority lists by EMPLOYER and job classification seniority and will provide such lists to the UNION upon request. The UNION shall be notified of new hires within the bargaining unit, including job classification and rate of pay.
- 12.4 Seniority: Newly hired employees shall be placed on the seniority lists upon completion of their probationary periods.
- 12.5 EMPLOYER seniority shall be used for the purpose of determining benefits.

#### ARTICLE 13 – JOB VACANCIES

- 13.1 Job vacancies within the agency will be posted within the agency for five (5) work days prior to being advertised publicly. Interested employees may submit application for a position after the Board approves the position to be filled, prior to the posting date. The EMPLOYER shall have the discretion to determine whether or not to seek outside applicants.
- 13.2 Employees selected to fill a position in a higher job classification shall be subject to the conditions of ARTICLE 11 (PROBATIONARY PERIOD).
- 13.3 The EMPLOYER has the right of final decision in the selection from all applicants (internal and external) to fill jobs based on qualifications, abilities and experience and to set initial salary. In the event that an initial salary is higher than the lowest paid employee in the job classification, the Union shall be notified in advance of the recommendation to the Board. The EMPLOYER shall meet and confer with the UNION upon request and provide information regarding the experience and qualifications of the successful applicant and the reason for the wages/salary.

#### ARTICLE 14 – HEALTH, DENTAL, LTD (Long-term disability), and LIFE INSURANCE PLANS

Hereinafter called the Cafeteria Plan

- 14.1 The EMPLOYER will contribute up to a maximum of six hundred sixteen dollars (\$616.00) per month per employee for the cafeteria plan for employees taking single coverage. The EMPLOYER will contribute up to a maximum of nine hundred ninety one dollars (\$991.00) per month per employee to the cafeteria plan for employees taking dependent coverage. Employees are required to carry single or dependent health care coverage using the maximum employer contributions stated above. Basic LTD (long-term disability) coverage, and life insurance will be provided by the EMPLOYER Labor and Management agree to meet and confer if requested by Labor to discuss changes to the health insurance premium for 2018 and/or 2019.

14.2 Retiring employees who:

a) were employed by Lincoln, Lyon, and Murray Human Services (LLMHS) and were employed by that agency prior to August 22, 2005 and worked continuously for LLMHS through December 31, 2010 with no break in service; and

b) were hired by the EMPLOYER effective January 1, 2011 with no break in service and are employed on a full-time basis with the EMPLOYER; and

c) are receiving a disability benefit or PERA annuity, or have met age and service requirements necessary to receive a PERA annuity;

shall be entitled to receive 4% per year of service toward the employee's (dependents are excluded) health and dental single insurance premium, including their years of service at LLMHS.

This amount shall not exceed 100% nor shall the total amount exceed the amount paid by Southwest Health and Human Services on behalf of their employees. Payment of this amount will be discontinued if the employee's share of the premium(s) is not paid within the deadline set by the EMPLOYER. Payment shall also be discontinued when the employee becomes eligible for Medicare or if the employee obtains employment where single health insurance is available at no cost to the employee.

Employees hired after August 22, 2005 by Lincoln, Lyon, and Murray Human Services are not eligible for retirement health insurance benefits. No employees hired by the EMPLOYER who were not employed by LLMHS are entitled to retirement health insurance benefits.

14.3 The Agency will cover the maintenance costs of the benefit plans. The employee shall be responsible for any lost or extra debit cards.

ARTICLE 15 – LEAVES

15.1 VACATION LEAVE - Full-time employees shall be granted paid time off as follows: Each permanent, trainee, or probationary employee shall earn vacation, on the last working day of each payroll period but this vacation cannot be used until the first working day of the following payroll period.

At initial hire, staff will earn 3.7 hours of vacation biweekly.

At 5 years of service, staff will earn 5.55 hours of vacation biweekly.

At 10 years of service, staff will earn 6.45 hours of vacation biweekly.

At 15 years of service, staff will earn 7.35 hours of vacation biweekly.

Vacation leave can accumulate to 224 hours. No time is accumulated after reaching the maximum. Vacation leave cannot be used during the first three months of full time equivalency service. When taking vacation leave, the minimum increment that can be used is one-half hour. Vacation leave cannot be used until it is earned.

No Vacation Leave will accrue after the employee reaches 224 hours.

Requests for vacation leave must be made to the employee's supervisor in writing and must be authorized in advance by the supervisor in writing. In the absence of the employee's supervisor, the request may be made to another supervisor in Human Services.

Upon voluntary separation of employment, any employee who has six (6) months of satisfactory service will be paid for any accrued vacation leave that has not been used. Employees may not use more than three days during the last two weeks of employment. Employees terminated for misconduct shall not be entitled to be paid for accrued unused vacation leave. This shall not apply to employees terminated for poor work performance.

## 15.2 MEDICAL LEAVE

- a. Each permanent, trainee, or probationary employee shall earn paid medical leave at the rate of 3.7 hours, on the last working day of each payroll period but this paid medical leave cannot be used until the first working day of the following payroll period.
- b. Paid medical leave will be prorated for part-time employees.
- c. Paid medical leave can be accumulated to a maximum of 450 working hours. No time is accumulated after reaching this maximum.
- d. Paid medical leave may not be used in the payroll period it is earned.
- e. When taking paid medical leave, the minimum increment that can be used is one-half hour.
- f. Employees shall use paid medical leave for FMLA leave purposes.
- g. Paid medical leave may be used for illness (self and immediate family), injury, medical and dental appointments. (Immediate family shall be spouse, children, parents, grandparents and legal wards) as prescribed by MN Statute 181.9413.

- h. The employer may require medical documentation when three days of leave is used within a thirty (30) day period. Such documentation may consist of verification of doctor's or dental appointments without disclosure of diagnosis. The employer reserves the right to require additional information, including medical information, in the event that there is a pattern indicating the possible abuse of sick leave.
- i. If any employee receives a compensable injury and has benefits accrued under sick leave, the employee may at his/her option, request and receive sick leave to supplement the difference between his/her regular pay and Worker's Compensation. The total amount paid to the employee will not exceed his/her regular earnings.

When an employee cannot report to work due to an illness the employee shall notify the receptionist so the employee's calendar can be updated. The receptionist should then notify the supervisor so that unit coverage is ensured. Medical leave due to preplanned medical appointments must be approved by the employee's supervisor in the same manner as vacation.

Employees may not use medical leave during the last two weeks of employment after submitting their resignation, except in the case of accident, injury or documented illness of the employee.

### 15.3 PAID MEDICAL LEAVE DURING VACATION LEAVE

When illness occurs within a period of vacation leave, the period of illness may be charged as paid medical leave and the charge against vacation leave reduced accordingly except when the employee has submitted their resignation.

- 15.4 FAMILY MEDICAL LEAVE ACT (FMLA) LEAVE will be provided as required by law. A "rolling forward" period of time for FMLA leave shall be used. Employees must use accumulated paid leave during FMLA leave. An employee shall continue to be eligible for paid holidays. Employees may hold up to 37.5 hours of sick leave and 37.5 hours of vacation to be available upon return from leave. Employees will provide written notification to Human Resources and their supervisor of their intent to bank sick and/or vacation leave prior to FMLA leave.

- 15.5 STATUTORY LEAVES - Military leave, bone marrow donation, jury duty and other statutory leaves will be provided by as required by law, and may be enhanced but not diminished by SWHHS policy.

## 15.6 BEREAVEMENT LEAVE

Each employee shall have up to 22.5 hours noncumulative annual bereavement leave. Each employee shall have an additional 5 days (37.5 hours) noncumulative annual bereavement leave for immediate family (parent/child/spouse). Such days shall be with pay and shall not be deducted from sick leave or vacation balances. Such leave must be taken in a minimum of 1/2 (.5) hour increments.

Upon exhaustion of the noncumulative annual bereavement leave and approval of their supervisor, an employee may use up to three (3) days of medical leave for bereavement of a parents, children, spouse, siblings, legal wards, grandparents, grandchildren, aunts, uncles, nieces, nephews, cousins and spouse's parents and in-law relatives .

Reasonable leave time without loss of pay will be allowed to attend a funeral of current staff members or former staff members who have left the agency within the last two years.

In the event of a death in the family the employee shall inform the supervisor in the same manner as for sick leave.

- 15.7 Union Leave - Upon written request by the Union, unpaid leave shall be granted for up to a maximum of three (3) employees selected by the Union to do union business for up to a maximum of five (5) days per year.

## ARTICLE 16 – HOLIDAYS

- 16.1 Employees shall receive the following ten and ½\* (10.5\*) holidays:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Christmas Day

Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve day at noon if December 24  
falls on Tuesday, Wednesday, or Thursday

\*When Christmas Eve falls on a Monday, 7.5 hours of Holiday will be observed.

- 16.2 Non-exempt employees required to work on holidays shall be paid one and one-half (1-1/2) times the employee's base pay rate for hours worked. This is in addition to the employee's base pay. In all cases where a non-exempt employee is required to work on a holiday and such hours worked are in excess of forty (40) hours per week, ARTICLE 9.1 shall apply.

- 16.3 In the event that a holiday falls on a Sunday, the following Monday shall be paid holiday, and if any of these fall on a Saturday, the preceding Friday shall be a paid holiday.
- 16.4 Employees shall be required to work their last regularly scheduled work day prior to the holiday and their next regularly scheduled work day after the holiday to qualify for holiday pay, unless the employee is absent due to illness, accident, is on vacation or due to the death in the employee's immediate family. Holiday pay for part-time employees or employees who are in leave without pay status will be prorated.

#### ARTICLE 17 – LEAVES OF ABSENCE

Leaves of absence not otherwise set forth in this agreement will be provided as per law or Southwest Health and Human Services Policy.

In the event that the EMPLOYER makes changes to its policies which affect a mandatory subject of bargaining, the UNION shall promptly notify the employer if it is interested in negotiating regarding such subject(s).

#### ARTICLE 18 – PART-TIME EMPLOYEES

Part-time employees shall be eligible for pro-rated holidays, medical leave, and vacation benefits under this AGREEMENT.

#### ARTICLE 19 - COMPENSATION

- 19.1 On call social workers will bill the agency monthly at \$25 per day. On-call social workers will bill the agency \$50 per day for holidays as defined by Article 16 of this contract.
- 19.2 Professional Licensure: the EMPLOYER will pay for one-half of any professional licensing fees when the license is required for the job. This does not include application or late fees.
- 19.3 Employees shall be paid in accordance with Appendix A
- 19.4 Notwithstanding any provision for the continuation of the agreement following the expiration of the term pursuant to P.E.L.R.A., steps on any wage schedule shall not be automatic, The EMPLOYER reserves the right to deny or withhold steps following the expiration of the term of this AGREEMENT. After an evaluation is completed, the employee will be given a copy and provided an opportunity to respond to the evaluation in writing and have that response permanently attached to the evaluation. No changes may be made in the evaluation after the employee has received and signed his/her copy. The employee's signature on any performance review is considered a signature of receipt only and not an indication of agreement.

19.41 An Employee may request review of the performance review score by their immediate supervisor or his/her designee. Such request must be made to the immediate supervisor within twenty-four (24) calendar days from the date the employee receives the evaluation. If the decision of the appointing authority immediate supervisor does not resolve the matter within thirty (30) calendar days following the employee's request for review, the matter may be referred to Human Resources, for review by the Director or his/her designee. Such time limits may be waived by agreement of the parties.

19.5 If during the term of this agreement a new classification is created, in which the job points determined by the Minnesota Merit System are not similar to a current position that already has negotiated minimums or maximums, then the employer's representative will notify the unions representation in writing of the new classification, within fourteen (14) days and include the job description and proposed salary minimum and maximum. The union representative will respond within ten (10) working days of receipt of the notification as to whether or not the Union agrees with the proposed salary. If the Union disagrees with the Employer's proposed salary minimum and maximums, the Union representative will request to meet and negotiate with the Employer's representative regarding the proposed minimums and maximums. Staff will not be appointed to the new classification until this process is complete.

## ARTICLE 20 – SAFETY

The EMPLOYER and the UNION agree to jointly promote safe and healthful working conditions, to cooperate in safety matters and to encourage employees to work in a safe manner.

A copy of the Safety Policy shall be available online to all employees.

Employees shall report unsafe conditions to one of the Safety Committee Chairpersons and/or the Administrator.

## ARTICLE 21 – GENERAL PROVISIONS

SWHHS policies regarding the general terms and conditions of employment shall be applied, including but not limited to such matters as, expense reimbursement, flex schedule, telecommuting, inclement weather, community service participation and use of agency vehicles.

In the event that the EMPLOYER makes changes to its policies which affect a mandatory subject of bargaining, the UNION shall promptly notify the EMPLOYER if it is interested in negotiating regarding such subject(s).

## ARTICLE 22 – WAIVER

- 22.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this AGREEMENT, are hereby superseded.
- 22.2 The parties mutually acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this AGREEMENT for the stipulated duration of this AGREEMENT.

## ARTICLE 23 – DURATION

This AGREEMENT shall be effective as of January 1, 2018 and shall remain in full force and effect until the 31st day December 2019. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other party in writing prior to date of expiration that it desires to modify this agreement. This Contract shall remain in full force and effect during the period of such negotiations.

FOR SOUTHWEST HEALTH AND HUMAN  
SERVICES

FOR AMERICAN FEDERATION OF STATE  
COUNTY & MUNICIPAL EMPLOYEES

\_\_\_\_\_  
Beth Wilms, Director  
Dated \_\_\_\_\_

\_\_\_\_\_  
Nicole Longtin, Union President  
Dated \_\_\_\_\_

\_\_\_\_\_  
Board Chairperson  
Dated \_\_\_\_\_

\_\_\_\_\_  
Eric Austin , AFSCME Representative  
Dated \_\_\_\_\_

## **APPENDIX A Compensation**

In 2018, Employees between the minimum and maximum shall receive a 1% wage adjustment.

In 2019, Employees between the minimum and maximum shall receive a 1.5% wage adjustment.

Modification of minimums & maximums in accordance with DHS Merit System COLA adjustments will occur in 2018 and 2019.

2018 Minimum & Maximum increase 2% per merit system

|                                             |                  |                     |
|---------------------------------------------|------------------|---------------------|
| Social Worker/CPS                           | Minimum: \$23.01 | Maximum: \$37.19    |
| Social Worker MSW                           | Minimum:\$48,960 | Maximum:\$72,515.88 |
| Social Work Team Lead                       | Minimum: \$26.15 | Maximum: \$37.19    |
| Chemical Dep Counselor                      | Minimum: \$17.83 | Maximum: \$29.86    |
| Lead Eligibility Worker                     | Minimum: \$20.40 | Maximum: \$30.94    |
| Eligibility Worker                          | Minimum: \$17.83 | Maximum: \$29.86    |
| Fraud Prevention Spec                       | Minimum: \$18.36 | Maximum: \$30.94    |
| Circle Coordinator                          | Minimum: \$25.11 | Maximum: \$37.19    |
| Collections Officer                         | Minimum: \$17.34 | Maximum: \$28.79    |
| Child Support Officer                       | Minimum: \$18.36 | Maximum: \$32.00    |
| Support Enf Aide                            | Minimum: \$15.30 | Maximum: \$22.40    |
| Office Support Specialist                   | Minimum: \$14.28 | Maximum: \$21.33    |
| Case Aide                                   | Minimum: \$17.34 | Maximum: \$28.25    |
| Health & Human Services Administrative Aide | Minimum: \$17.83 | Maximum: \$29.86    |
| Circle Specialist                           | Minimum: \$17.83 | Maximum: \$29.86    |

## **APPENDIX B**

### **Leave Time Transfers for New County Partners to the Southwest Health and Human Services Joint Powers Organization**

The Union and the Employer agree that the Employer may enter into agreements to allow the transfer of up to the maximum medical leave and vacation leave balances set forth in this Agreement for employees of new JPA members as long as the joining partner county compensates SWHHS fully for the transferred time. Nothing in this Agreement shall allow employees of new member counties to file grievances related to the amount of leave transferred pursuant to any agreement between the Employer and their member county/prior employer.

**LABOR AGREEMENT**

**Between**

**SOUTHWEST HEALTH AND HUMAN SERVICES**

**And**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES**

**PUBLIC HEALTH**

**JANUARY 1, 2018 TO DECEMBER 31, 2019**

|                           |                                                       |           |
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## **ARTICLE 1 – PURPOSE OF AGREEMENT**

This Agreement is entered into between the Southwest Health and Human Services, hereinafter called the Employer, and the American Federation of State, County and Municipal Employees, hereinafter called the Union.

The intent and purpose of this Agreement is to:

- 1.1 Establish certain wages and other conditions of employment;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application;
- 1.3 Specify the full and complete understanding of the parties; and
- 1.4 Place in written form the parties' agreement upon the terms and conditions of employment for the duration of this Agreement.

## **ARTICLE 2 – RECOGNITION**

The Employer recognizes the Union as the exclusive representative for employees of the Southwest Health and Human Services, Minnesota, who perform work in Public Health who are public employees within the meaning of M.S. 179A.03, Subd. 14, excluding supervisory and clerical employees.

## **ARTICLE 3 – DEFINITIONS**

- 3.1 **UNION:** Council 65, American Federation of State, County and Municipal Employees.
- 3.2 **Employer:** Southwest Health and Human Services.
- 3.3 **Union Member:** A member of the American Federation of State, County and Municipal Employees.
- 3.4 **Employee:** A member of the exclusively recognized bargaining unit.
- 3.5 **Base Pay Rate:** The employee's annual or hourly pay rate exclusive of longevity or any other special allowance.
- 3.6 **Seniority**
  - A. **Employer Seniority:** Length of continuous service with the Employer, subject to Section C.
  - B. **Job Classification Seniority:** Length of service in a job classification covered by this Agreement, subject to Section C.
  - C. **Seniority Credit from Prior Employers:**

(i) Employees who were previously employed by Lincoln, Lyon, Pipestone Public Health (LLMPPH) or a County that becomes a member of Southwest Health and Human Services (Employer), shall maintain their seniority dates from their initial employment and job classification from those prior employers, and shall be placed on the seniority list accordingly with other employees of the bargaining unit, so long as there was no interruption in continuous employment from their prior employer and the Employer. Such employees shall not be viewed as new employees and shall not serve probationary period unless such employees transfer to a new position outside their job classification pursuant to 11.2 after their employment with the Employer begins.

(ii) For the purpose of job classification seniority, employees of member counties joining the Employer shall be placed in the job classification that most closely matches the job duties that the employee performed at the member county as determined by the Employer.

(iii) For seniority credit to apply, the employee of a county that is signatory to the Southwest Health and Human Services Joint Powers Agreement for Public Health and must have been employed in the Public Health Department of that member county immediately prior to becoming employed by the Employer.

(iv) "Immediately prior" means there shall be no break in service between the employment with any of the member county or LLMPPH ending and employment with the Employer beginning. In the event that the individual is later employed by the Employer, the individual shall not subsequently be entitled to service credit for past employment with a member county or LLMPPH.

- 3.7 Overtime: Work performed at the express authorization of the Employer in excess of forty (40) hours within a seven (7) day period.
- 3.8 Layoff: Reduction in an employee's scheduled hours of work or elimination of the employee's position.
- 3.9 Trial Period: The first ninety (90) calendar days after a bargaining unit member is promoted, transferred, or accepts a position outside the bargaining unit, after having completed their initial probationary period within the bargaining unit.

#### **ARTICLE 4 – UNION SECURITY**

- 4.1 The Employer shall deduct union dues from the earnings of those employees who authorize such deductions in writing. The Union shall submit such authorizations in writing to the Employer at least seven (7) days prior to the end of the pay period for which the deductions are to be effective, verifying the employees for whom full and fair share amounts shall be deducted. Such deductions shall continue in effect until canceled.

- 4.2 The Employer shall deduct each pay period an amount as directed by the Union.**
- a. Withheld dues shall be forwarded to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk MN 55769) within ten (10) days after the deductions are made, together with a record of the amount and a list of the names of the employees from whose wages deductions were made.**
  - b. Deduction of dues or fees shall be made each pay period using a formula (or schedule if applicable) provided by the Union to the Employer to calculate the actual dues deduction. The union will provide a spreadsheet or formula that can be used to calculate the actual dues in an electronic Excel format or via US Mail. Dues deductions shall be continued and terminated in accordance with said authorization card.**
- 4.3 The Union shall provide employees with Union authorization cards for membership and Union dues. The Employer shall not be responsible for providing such cards to employees. Cards and information regarding Union dues may be obtained through AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk MN 55769).**
- 4.4 The Union may designate employees from the bargaining unit to act as stewards and shall inform the Employer in writing of such choice. The Employer agrees to allow the officers and representatives of the bargaining unit reasonable time off for meetings with the employer. Leaves of absence, with prior approval and without pay, for the purpose of conducting Union business when such time will not unduly interfere with the operations of the department may be requested.**
- 4.5 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.**
- 4.6 Deduct fair share fees in accordance with the provisions of M.S. 179.65, Subd. 2.**
- 4.7 The Employer agrees to allow the Union to use designated bulletin boards and e-bulletin boards for the purpose of posting notices of Union meetings, election, election returns, appointments to office, and any other items specifically approved by the Employer. The Union agrees to limit the posting of such notices to designated locations.**
- 4.8 The Union shall have the right and opportunity to participate in the SWHHS new employee orientation with all newly hired employees. This orientation session shall be for the purpose of explaining the new employee's contractual rights and introducing him/her to the Union. The Union shall be given 15 minutes at the beginning of each aforementioned new employee orientation.**

## **ARTICLE 5 – EMPLOYER AUTHORITY**

- 5.1** The Employer retains the full and unrestricted right to operate and direct the affairs of the Employer in all its various aspects including, but not limited to the right to direct the work force, select and manage all personnel, assign overtime, lay off employees due to lack of work and other legitimate reasons, make and enforce rules and regulations; determine the utilization of technology; change or eliminate existing methods, equipment or facilities; establish functions, policies and programs; set and amend budgets; establish and modify the organizational structure; and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2** Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminated.
- 5.3** In the event that the Employer proposes to make changes to its policies which affect a mandatory subject of bargaining, the Union shall be notified in advance. The union shall promptly notify the Employer within ten (10) working days if it is interested in negotiating regarding such subject(s). If negotiation is requested, such policies shall not be implemented for bargaining unit employees until the negotiation process is complete.

## **ARTICLE 6 – EMPLOYEE RIGHTS – GRIEVANCE PROCEDURE**

- 6.1** Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 6.2** Union Representatives. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.
- 6.3** Processing of a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is presented to the Employer during normal working hours provided the employee and the Union Representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

- 6.4 Procedure.** Employees are encouraged to attempt to resolve their grievances, as defined by Section 5.1, on an informal basis with their immediate supervisor at the earliest opportunity. If the matter cannot be resolved to the employee's satisfaction by informal discussion, it shall be then processed in accordance with the following procedure:

**Step 1.** An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present the grievance to the employee's designated representative in writing, setting forth the facts and the specific provision of the Agreement allegedly violated and the particular relief sought. The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt.

**Step 2.** A grievance not resolved in Step 1 may be appealed to Step 2 in writing within ten (10) calendar days after the Employer-designated representative's final answer in Step 1, and shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested. Any grievance not appealed in writing to Step 2 by the Union within ten (1) calendar days shall be considered waived.

If appealed, the grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative. The Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendar days after receipt of such Step 2 grievance.

**Step 3.** A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days shall be considered waived.

If appealed, the written grievance may, by mutual written agreement, be submitted to mediation through the Minnesota Bureau of Mediation Services.

**Step 4.** A grievance unresolved in Step 2 which the parties do not mediate or which is unresolved at Step 3 may be appealed to Step 4 and submitted to arbitration.

The Employer and the Union representative may endeavor to select a mutually acceptable arbitrator to hear and decide the grievance or may select an arbitrator in accordance with the Rules Established by the Bureau of Mediation Services. Absent any factors beyond the control of the Union or the Employer, the Union and the Employer shall select an arbitrator within ninety (90) calendar days from the date the union appeals the grievance to Step 4 of the grievance procedure. If no selection is made within this ninety (90) day timeframe, the

**grievance shall be considered waived. However, no such waiver shall occur due to the failure of the Employer to engage in the selection process.**

**6.5 Arbitrator's Authority.**

**A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.**

**B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Union and shall be based solely upon the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.**

**C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.**

**6.6 Waiver.**

**If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Union.**

**6.7 Choice of Remedy.**

**A grievance unresolved at Step 3 that involves a suspension, demotion or discharge of an employee who has completed the required probationary period may be appealed either to Step 4 of Article VI or a procedure such as Veterans Preference or other statutory proceeding. If appealed to any procedure other than Step 4, the grievance is not subject to the arbitration procedure as**

provided in Step 4. The aggrieved employee shall elect in writing which procedure is to be utilized – Step 4 or another appeal procedure – and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 4.

#### **ARTICLE 7 – SAVINGS CLAUSE**

In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from those final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of the Agreement shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

#### **ARTICLE 8 – WORK SCHEDULES**

- 8.1 The sole authority to establish or modify work schedules is with the Employer.
- 8.2 The Employer will give seven (7) calendar days advance notice to employees affected by the establishment of permanent change in schedule.
- 8.3 Any employee directed to work outside of their assigned office shall begin their work day at the beginning of their travel to their unassigned office.

#### **ARTICLE 9 – OVERTIME PAY AND COMPENSATORY TIME**

- 9.1 All overtime must be approved in advance by the employee's supervisor. Hours worked by non-exempt employees in excess of forty (40) hours within a seven (7) day period (as determined by the Employer) will be compensated at one and one-half (1-1/2) times the employee's regular base pay.
- 9.2 The maximum number of hours that a non-exempt employee should work in any week is 37.5 hours. With supervisory approval, non-exempt employees may work up to two and a half (2.5) hours over the regular 37.5 hours which will be earned as compensatory time.
- 9.3 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded or paid twice for the same hours worked.
- 9.4 Non-exempt employees shall make arrangement through the agency's flex schedule policy for after hours appointments whenever possible. In the event of a public health emergency, compensatory time shall be earned at time and a half (1.5).
- 9.5 Compensatory time taken must be approved in advance by the employee's immediate supervisor.

- 9.6 Compensatory time will be earned and taken in 30 minute increments at a minimum. Once earned, employees shall not be required to use compensatory time until they have reached 17.5 hours at which time they may be asked to work adjust to insure they do not exceed 22.5 hours. In the event an employee may go into overtime status for the week they may also be asked to work adjust The balance of compensatory time at the end of the payroll period shall never be more than 22.5 hours. Time in excess of 22.5 hours at the end of a payroll period shall be paid out to the employee at the employee's regular rate of pay. However, in the event a public health emergency is declared, the director may authorize employees to carry over compensatory time in excess of 22.5 hours for up to two (2) additional pay periods before the excess time is paid out.

#### **ARTICLE 10 – DISCIPLINE**

The Employer will discipline employees only for just cause. Discipline will be in one or more of the following forms, as appropriate to the circumstances: oral reprimand with written documentation, written reprimand, suspension, demotion or discharge.

#### **ARTICLE 11 – PROBATIONARY PERIODS**

- 11.1 All newly hired or rehired employees will serve an initial one-year probationary period. During the initial probationary period, an employee who is promoted or reassigned to another job classification shall serve the secondary probation concurrently with the initial probation.

Employees successfully completing their initial probationary period will receive a 1% increase.

- 11.2 At any time during the initial probationary period, a newly hired or rehired employee may be terminated at the sole discretion of the Employer. Such terminations shall not be subject to the grievance procedure.
- 11.3 All employees will serve a six (6) months probationary period in any job classification within the bargaining unit in which the employee has not served a probationary period. During the initial ninety (90) calendar day trial period, the employee may return to their prior position at their request and shall retain the job classification seniority upon reinstatement to the position previously held.
- 11.4 At any time during the six month bargaining unit probationary period, an employee promoted or reassigned may be demoted or reassigned to the employee's previous position at the sole discretion of the Employer. If an employee is returned to his or her prior position by the Employer during their bargaining unit probationary period, that employee shall retain job classification seniority upon reinstatement to the position previously held.

- 11.5** An employee who accepts a position outside of the bargaining unit shall retain his/her job classification seniority within the unit for a total period of ninety (90) calendar days during which either the employee or the Employer may return the employee to the employee's previous job classification. At the conclusion of the trial period, the employee's seniority rights under this Agreement shall terminate. Nothing in this provision shall be construed as modifying or impacting any probationary or trial period that is or may be required in the position outside of the bargaining unit.
- 11.6** Newly hired probationary employees may use accrued sick leave as it is earned. They may use accrued vacation leave after three (3) months of employment. Employees serving probationary periods in new job classifications shall be entitled to use all accrued paid leave time consistent with the terms of Article 15.

## **ARTICLE 12 – SENIORITY**

- 12.1** In the event of layoff, employees will be laid off on the basis of job classification seniority. The Employer will endeavor to provide employees with as much notice of temporary layoff as reasonably practicable based upon the circumstances. Notification of permanent layoff will be three weeks.

The employee laid off shall then have the opportunity to bump the least senior employee in the job classification the employee most recently previously held, provided the employee has more seniority than the employee he/she intends to bump.

- 12.2** Recall from layoff will be on the basis of job classification seniority. Recall rights will continue for twelve (12) months after layoff. Recalled employees shall have ten (10) working days after notification of recall by registered mail at the employee's last known address to report to work or forfeit all recall rights.

No new employee shall be hired to work in classifications in which layoffs have occurred until all employees in those classifications on layoff status who wish to return have been recalled.

- 12.3** Seniority Lists. The Employer shall establish seniority lists by Employer and job classification seniority and will provide such lists to the Union upon request. The Union shall be notified of new hires within the bargaining unit, including job classification and rate of pay.
- 12.4** Seniority: Newly hired employees shall be placed on the seniority lists upon completion of probationary periods.
- 12.5** Employer seniority shall be used for the purpose of determining benefits.

### **ARTICLE 13 – JOB VACANCIES**

- 13.1** Job vacancies within the agency will be posted within the agency for five (5) work days prior to being advertised publicly. Interested employees may submit application for a position after the Board approves the position to be filled, prior to the posting date. The Employer shall have the discretion to determine whether or not to seek outside applicants.
- 13.2** Employees selected to fill a position in a higher job classification shall be subject to the conditions of Article XI, Probationary Period.
- 13.3** The Employer has the right of final decision in the selection from all applicants (internal and external) to fill jobs based on qualifications, abilities and experience and to set initial salary. In the event that an initial salary is higher than the lowest paid employee in the job classification, the Union shall be notified in advance of the recommendation to the Board. The Employer shall meet and confer with the Union upon request and provide information regarding the experience and qualifications of the successful applicant and the reason for the wages/salary.

### **ARTICLE 14 – HEALTH, DENTAL, LTD (Long Term Disability) AND LIFE INSURANCE PLANS** hereinafter called the Cafeteria Plan

The Employer will contribute up to a maximum of six hundred sixteen dollars (\$616.00) per month per employee for the cafeteria plan for employees taking single coverage. The Employer will contribute up to a maximum of nine hundred ninety one dollars (\$991.00) per month per employee to the cafeteria plan for employees taking dependent coverage. Employees are required to carry single or dependent health care coverage using the maximum employer contributions stated above. Basic LTD (long term disability) coverage, and life insurance will be provided by the Employer. Labor and Management agree to meet and confer if requested by Labor to discuss changes to the health insurance premium for 2018 and/or 2019.

## **ARTICLE 15 – LEAVES**

- 15.1 Vacation Leave.** Full-time employees shall be granted paid time off as follows: Each permanent, trainee or probationary employee shall earn vacation, on the last working day of each payroll period but this vacation cannot be used until the first working day of the following payroll period.

At initial hire, staff will earn 3.7 hours of vacation biweekly.

At 5 years of service, staff will earn 5.55 hours of vacation biweekly.

At 10 years of service, staff will earn 6.45 hours of vacation biweekly.

At 15 years of service, staff will earn 7.35 hours of vacation biweekly.

Vacation leave can accumulate to 224 hours. No time is accumulated after reaching the maximum. Vacation leave cannot be used during the first three months of full-time equivalency service. When taking vacation leave, the minimum increment that can be used is one-half hours. Vacation leave cannot be used until it is earned.

No vacation leave will accrue after the employee reaches 225 hours.

Requests for vacation leave must be made to the employee's supervisor in writing and must be authorized in advance by the supervisor in writing. In the absence of the employee's supervisor, the request may be made to another supervisor in Public Health or the Administrator.

Upon voluntary separation of employment, any employee who has six (6) months of satisfactory service will be paid for any accrued vacation leave that has not been used. Employees may not use more than three days during the last two weeks of employment. Employees terminated for misconduct shall not be entitled to be paid for accrued unused vacation leave. This shall not apply to employees terminated for poor work performance.

- 15.2 Medical Leave.**

a. Each permanent, trainee or probationary employee shall earn paid medical leave at the rate of 3.7 hours, on the last working day of each payroll period but this paid medical leave cannot be used until the first working day of the following payroll period.

b. Paid medical leave will be prorated for part-time employees.

c. Paid medical leave can be accumulated to a maximum of 450 working hours. No time is accumulated after reaching this maximum.

d. Paid medical leave may not be used in the payroll period it is earned.

- e. When taking paid medical leave, the minimum increment that can be used is one-half hour.
- f. Employees shall use paid medical leave for FMLA leave purposes.
- g. Paid medical leave may be used for illness (self and immediate family), injury, medical and dental appointments. (Immediate family shall be spouse, children, parents, grandparents and legal wards) as prescribed by MN Statute 181.9413.
- h. The Employer may require medical documentation when three days of leave is used within a thirty (30) day period. Such documentation may consist of verification of doctor's or dental appointments without disclosure of diagnosis. The Employer reserves the right to require additional information, including medical information, in the event that there is a pattern indicating the possible abuse of sick leave.
- i. If any employee receives a compensable injury and has benefits accrued under sick leave, the employee may, at his/her option, request and receive sick leave to supplement the difference between his/her regular pay and Worker's Compensation. The total amount paid to the employee will not exceed his/her regular earnings.

When an employee cannot report to work due to an illness, the employee shall notify the receptionist so the employee's calendar can be updated. The receptionist should then notify the supervisor so that unit coverage is ensured. Medical leave due to preplanned medical appointments must be approved by the employee's supervisor in the same manner as vacation.

Employees may not use medical leave during the last two weeks of employment after submitting their resignation, except in the case of accident, injury or documented illness of the employee.

### **15.3 PAID MEDICAL LEAVE DURING VACATION LEAVE**

When illness occurs within a period of vacation leave, the period of illness may be charged as paid medical leave and the charge against vacation leave reduced accordingly except when the employee has submitted their resignation.

**15.4 FAMILY MEDICAL LEAVE ACT (FMLA) leave will be provided as required by law.**

A “rolling forward” period of time for FMLA leave shall be used. An employee shall continue to be eligible for paid holidays. Employees must use accumulated paid leave during FMLA leave. Employees may hold up to 37.5 hours of sick leave and 37.5 hours of vacation leave to be available upon return from leave. Employees will provide written notification to their Human Resources and supervisor of their intent to bank sick and/or vacation leave prior to FMLA leave.

**15.5 STATUTORY LEAVES – Military leave, bone marrow donation, jury duty, and other statutory leaves will be provided by as required by law, and may be enhanced but not diminished by SWHHS policy.**

**15.6 BEREAVEMENT LEAVE**

Each employee shall have up to 22.5 hours noncumulative annual bereavement leave. Each employee shall have an additional 5 days (37.5 hours) noncumulative annual bereavement leave for immediate family (parent/child/spouse). Such days shall be with pay and shall not be deducted from sick leave or vacation balances. Such leave must be taken in a minimum of ½ hour (.5) increments.

Upon exhaustion of the noncumulative annual bereavement leave and approval of their supervisor, an employee may use up to three (3) days of medical leave for bereavement of a parent, children, spouse, sibling, legal ward, grandparent, grandchildren, aunts, uncles, nieces, nephews, cousins and spouse’s parents and in-law relatives.

Reasonable leave time without loss of pay will be allowed to attend a funeral of current staff members or former staff members who have left the agency within the last two years.

In the event of a death in the family, the employee shall inform the supervisor in the same manner as for sick leave.

**15.7 MEDICAL LEAVE SEVERANCE (Pre-7/1/2011 Employees)**

Upon severance of employment under this CBA (SWHHS Public Health) with five (5) to ten (10) years of service, the employee shall be compensated at his/her current rate of pay an amount equal to 25% of the unused accrued sick leave available to the employee’s credit to the date of separation. For eleven (11) to twenty (20) years of service, the employee will receive 35%, and for over twenty-one (21) years of service, the employee will receive 45%. In cases of death while still employed, the severance pay shall be paid to the employee’s estate.

Employees hired after July 1, 2011 by Southwest Health and Human Services (Public Health) are not eligible for medical leave severance.

## **15.8 UNION LEAVE**

Union Leave – Upon written request by the Union, unpaid leave shall be granted for up to a maximum of three (3) employees selected by the union to do Union business for up to a maximum of five (5) days per year.

## **ARTICLE 16 – HOLIDAYS**

**16.1 Employees shall receive the following ten and one-half\* (10.5\*) holidays:**

|                               |                                                               |
|-------------------------------|---------------------------------------------------------------|
| <b>New Year's Day</b>         | <b>Veterans Day</b>                                           |
| <b>Martin Luther King Day</b> | <b>Thanksgiving Day</b>                                       |
| <b>President's Day</b>        | <b>Day after Thanksgiving</b>                                 |
| <b>Memorial Day</b>           | <b>Christmas Eve Day at noon if Dec 24<sup>th</sup> falls</b> |
| <b>Independence Day</b>       | <b>on Tuesday, Wednesday or Thursday</b>                      |
| <b>Labor Day</b>              | <b>Christmas Day</b>                                          |

**\*When Christmas Eve falls on a Monday, 7.5 hours of Holiday will be observed.**

**16.2 Non-exempt employees required to work on holidays shall be paid one and one-half (1-1/2) times the employee's base pay rate for hours worked. This is in addition to the employee's base pay. In all cases where a non-exempt employee is required to work on a holiday and such hours are in excess of forty (40) hours per week, Article 9 shall apply.**

**16.3 In the event that a holiday falls on a Sunday, the following Monday shall be a paid holiday, and if any of these falls on a Saturday, the preceding Friday shall be a paid holiday.**

**16.4 Employees shall be required to work their last regularly scheduled work day prior to the holiday and their next regularly scheduled work day after the holiday to qualify for holiday pay, unless the employee is absent due to illness, accident, is on vacation, or due to the death in the employee's immediate family. Holiday pay for part-time employees or employees who are in leave without pay status will be prorated.**

## **ARTICLE 17 – LEAVES OF ABSENCE**

**Leaves of absence will be provided as per law or Southwest Health and Human Services Policy.**

**In the event that the Employer makes changes to its policies which affect a mandatory subject of bargaining, the Union shall promptly notify the Employer if it is interested in negotiating regarding such subject (s).**

## **ARTICLE 18 – PART-TIME EMPLOYEES**

Part-time employees shall be eligible for prorated holidays, medical leave, and vacation benefits under this Agreement.

## **ARTICLE 19 – COMPENSATION**

**19.1 Professional Licensure:** The Employer will pay for one-half of any professional licensing fees when the license is required for the job. This does not include application or late fees.

**19.2** Employees shall be paid in accordance with Appendix A.

**19.3** After an evaluation is completed, the employee will be given a copy and provided an opportunity to respond to the evaluation in writing and have that response permanently attached to the evaluation. No changes may be made in the evaluation after the employee has received and signed his/her copy. The employee's signature on any performance review is considered a signature of receipt only and not an indication of agreement.

**19.31** An Employee may request review of the performance review score by their immediate supervisor or his/her designee. Such request must be made to the immediate supervisor within twenty-four (24) calendar days from the date the employee receives the evaluation. If the decision of the appointing authority immediate supervisor does not resolve the matter within thirty (30) calendar days following the employee's request for review, the matter may be referred to Human Resources, for review by the Director or his/her designee. Such time limits may be waived by agreement of the parties.

**19.4** If during the term of this agreement a new classification is created, in which the job points determined by the Minnesota Merit System are not similar to a current position that already has negotiated minimums or maximums, then the employer's representative will notify the unions representation in writing of the new classification, within fourteen (14) days and include the job description and proposed salary minimum and maximum. The union representative will respond within ten (10) working days of receipt of the notification as to whether or not the Union agrees with the proposed salary. If the Union disagrees with the Employer's proposed salary minimum and maximums, the Union representative will request to meet and negotiate with the Employer's representative regarding the proposed minimums and maximums. Staff will not be appointed to the new classification until this process is complete.

## **ARTICLE 20 – SAFETY**

The Employer and the Union agree to jointly promote safe and healthful working conditions, to cooperate in safety matters, and to encourage employees to work in a safe manner.

A copy of the Safety Policy shall be available online to all employees.

Employees shall report unsafe conditions to one of the Safety Committee Chairpersons and/or the Administrator.

## **ARTICLE 21 – GENERAL PROVISION**

SWHHS policies regarding the general terms and conditions of employment shall be applied, including but not limited to such matters as, expense reimbursement, flex schedule, telecommuting, inclement weather, community service participation, and use of agency vehicles.

In the event that the Employer makes changes to its policies which affect a mandatory subject of bargaining, the Union shall promptly notify the Employer if it is interested in negotiating regarding such subject(s).

## **ARTICLE 22 – WAIVER**

22.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

22.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any terms or conditions of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement.

## **ARTICLE 23 – DURATION**

This Agreement shall be effective as of January 1, 2018 and shall remain in full force and effect until the 31<sup>st</sup> day of December, 2019. It shall be automatically renewed from year to year thereafter, unless either party shall notify the other party in writing prior to date of expiration that it desires to modify this agreement. This Contract shall remain in full force and effect during the period of such negotiations.

**FOR SOUTHWEST HEALTH AND HUMAN  
SERVICES**

\_\_\_\_\_  
Beth Wilms, Director

Dated \_\_\_\_\_

\_\_\_\_\_  
Board Chairperson

Dated \_\_\_\_\_

**FOR AMERICAN FEDERATION OF  
STATE, COUNTY & MUNICIPAL  
EMPLOYEES**

\_\_\_\_\_  
Jen Nelson, Union President

Dated \_\_\_\_\_

\_\_\_\_\_  
Eric Austin, AFSCME Representative

Dated \_\_\_\_\_

## **APPENDIX A Compensation**

In 2018, Employees between the minimum and maximum shall receive a 1% wage adjustment.

In 2019, Employees between the minimum and maximum shall receive a 1.5% wage adjustment.

Modification of minimums & maximums in accordance with DHS Merit System COLA adjustments will occur in 2018 and 2019.

**2018 Minimum & Maximum increase 2% per merit system**

|                                             |                      |                      |
|---------------------------------------------|----------------------|----------------------|
| PH Nurse                                    | Minimum: \$25.50     | Maximum: \$37.33     |
| Registered Nurse                            | Minimum: \$22.31     | Maximum: \$33.07     |
| Public Health Educator                      | Minimum: \$23.46     | Maximum: \$35.20     |
| Sanitarian                                  | Minimum: \$23.46     | Maximum: \$35.20     |
| Registered Dietician                        | Minimum: \$23.46     | Maximum: \$35.20     |
| Health Services Program Aide                | Minimum: \$16.32     | Maximum: \$24.53     |
| Cnty Program Specialist                     | Minimum: \$48,452.52 | Maximum: \$64,474.20 |
| Health & Human Services Administrative Aide | Minimum: \$17.83     | Maximum: \$29.86     |

## **APPENDIX B Leave Time Transfers for New County Partners to the Southwest Health and Human Services Joint Powers Organization**

The Union and the Employer agree that the Employer may enter into agreements to allow the transfer of up to the maximum medical leave and vacation leave balances set forth in this Agreement for employees of new JPA members as long as the joining partner county compensates SWHHS fully for the transferred time. Nothing in this Agreement shall allow employees of new member counties to file grievances related to the amount of leave transferred pursuant to any agreement between the Employer and their member county/prior employer.

**SOUTHWEST HEALTH AND HUMAN SERVICES  
PERSONNEL POLICY NUMBER 2**

EFFECTIVE DATE: 01/01/11

REVISION DATE: 10/21/15; 11/16/16; 04/18/18

AUTHORITY: Southwest Health and Human Services Joint Governing Board

**- - -CONDITIONS OF EMPLOYMENT- - -**

Electronic copies of the Personnel Policies shall be available for employees in each office. Employees shall be responsible for reviewing and abiding by the terms of the Personnel Policies.

**Section 1 - Workweek**

- a. The standard workweek for full time employees shall be 8:00 a.m. to 4:30 p.m. daily, 37.5 hours per workweek. The Agency's workweek is declared to be a seven consecutive day period commencing on Monday and ending on Sunday.

**Section 2 - Working Hours**

- a. Standard working hours shall be seven and one-half (7.5) hours daily, five (5) days a week. Immediate supervisors may require employees to work other schedules based on the nature of their assignments.
- b. Employees who work a standard seven and one-half (7.5) hour day are entitled to one (1) fifteen (15) minute break before noon and one (1) fifteen (15) minute break in the afternoon which shall be paid.
- c. One (1) hour unpaid lunch breaks are to be taken between 11:00 a.m. and 2:00 p.m. The office will remain open during the noon hour with staggered lunch hours by the employees.
- d. Neither coffee breaks nor lunch hours can be saved up to earn comp time if they are not taken by the employee. The only time lunch hours may be reduced to 30 minutes is during flex time or when an employee is authorized to make up work time that was lost due to a snow storm.

**Section 3 – Employee Definitions**

- a. Probationary Period – All newly hired or rehired employees will serve an initial one-year probationary period. During the initial probationary period, an employee who is promoted or reassigned to another job classification shall serve the secondary probation concurrently with the initial probation. Employees successfully completing their initial probationary period will receive a 1% increase. The first year of employment with the agency, during which the employee shall receive orientation and new employee training. For employees

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promoted to a new position, the probationary period shall be six (6) months. For employees promoted to a supervisory position, the probationary period shall be twelve (12) months.

- b. During the probationary period, the employee shall receive a heightened amount of supervision and additional performance evaluations. Probationary employees shall not be entitled to use vacation during the initial three (3) months of employment with the agency. Completion of probation shall not change the at-will nature of employment.
- c. Regular Employment - An employee who has completed their probationary employment and is scheduled on a regular or regular part-time basis. Regular employees are not temporary or intermittent employees.
- d. Temporary/Intermittent - A temporary employee is a person hired for a specific period of time or on an intermittent basis with specific duties not to exceed six months. A temporary employee is paid only for hours worked and does not receive benefits or paid holidays.

**Section 4 – Exempt and Non-Exempt Employees**

- a. Employees are classified by the Federal Fair Labor Standards Act as either exempt or non-exempt.
- b. Southwest Health and Human Services Governing Board shall adopt job descriptions which shall state whether a position is exempt or non-exempt. The position of Director shall be exempt.

**Exempt Employees**

- 1. All exempt employees must complete an electronic timesheet for the purposes of public accountability. The timesheet must reflect actual hours worked and leave time taken each week. The timesheet must be submitted by the employee to their supervisor for review and approval at the end of each payroll period.
- 2. All comp time earned and taken must have prior authorization by their supervisor. If an exempt employee works more than 40 hours in a week, overtime worked can be liquidated through comp time. Exempt employees will not be paid for overtime unless authorized by Southwest Health and Human Services Governing Board action for unusual, infrequent situations.

**Non-Exempt Employees**

- 1. All non-exempt employees must complete an electronic timesheet. The timesheet must reflect actual hours worked and leave time taken each week.

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The timesheet must be submitted by the employee to their supervisor for review and approval at the end of each payroll period.

2. Employees shall not work unauthorized hours over 40 hours per week. The maximum number of hours that should be worked in any week is 37.5 hours. ~~If authorized, 2.5 hours over the regular 37.5 hours could be earned as comp time.~~
3. If a non-exempt employee is requested to work more than 40 hours in a week, overtime must be paid at 1 1/2 times the regular hourly rate of pay. The basis for overtime will be the number of hours actually worked. Vacation, medical, leave without pay, holiday, and comp taken shall not be included when calculating overtime hours. All overtime must have prior authorization by the supervisor and director. Authorization will be by form AG#006. After completion, this form shall be attached to the time sheet and forwarded to the supervisor for signature.
4. Failure to follow this Personnel Policy can result in disciplinary action.

**Section 5 – Compensatory (Comp) Time**

- a. The agency will keep records of any authorized accrued comp time.
- b. Comp time earned must have prior supervisory approval however if the circumstances do not allow for prior approval staff must immediately follow up to obtain supervisory approval. Comp time taken must be approved in advance by the employee's immediate supervisor. Hourly staff who have earned comp time may be asked to work adjust down to 37.5 hours depending on their schedule and the work assigned.
- c. The maximum accumulation of comp time, eligibility for comp time, and other applicable overtime payment requirements will be governed by the Fair Labor Standards Act, as amended, or applicable Agency policies.
- d. Comp time will be earned and taken in 30 minute increments at a minimum. Once earned, employees shall not be required to use compensatory time until they have reached 17.5 hours at which time they may be asked to work adjust to insure they do not exceed 22.5 hours. In the event an employee may go into overtime status for the week they may also be asked to work adjust.  
The balance of comp time at the end of the payroll period shall never be more than 22.5 hours. Time in excess of 22.5 hours at the end of a payroll period will be lost to exempt employees. For non-exempt employees, the time in excess of 22.5 hours at the end of a payroll period shall be paid out to the employee at the employee's regular rate of pay. Comp time carried forward from a previous payroll period will not be lost.

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**Section 6 – Overtime**

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- a. All overtime must have prior written authorization by the supervisor. **In addition, staff must complete** form AG#006.
- b. Only hours worked shall be counted towards overtime.
- c. Failure to follow this Personnel Policy can result in disciplinary action.

**Section 7 - Flex Time**

- a. There are circumstances when deviation from regular service hours (aka flextime) will be considered for an employee. The below CRITERIA must be met BEFORE any deviation from the regular work schedule may be considered or authorized. Said criteria are as follows:
  - 1. Client service and the operation of the unit/division and department must continue to be efficient and effective.
  - 2. There must be no negative impact on co-workers or interference with inter-divisional activities or operations.
- b. If employees wish to work a flex schedule, they must follow the process determined by the unit supervisor. All schedules are subject to supervisory approval. It may be necessary for the supervisor to make some adjustments in the requests to ensure adequate coverage of the agency.
- c. During the hours between 8:00 a.m. and 4:30 p.m. whenever an employee is absent from the office due to their flex schedule or other leave time, it should be shown as "flex" or "personal leave" on their calendar.
- d. It is anticipated that with good effort at scheduling, the need for comp time should be reduced. The scheduled work week cannot be more than 37.5 hours.
- e. The longest day that will be scheduled is 9.5 hours, except when a work event dictates a longer day such as but not limited to trainings, client appointments, or travel. The number of hours of vacation or medical leave taken will be the number of hours scheduled to work on that specific day. Coffee breaks are to be 15 minutes in length with one in the morning and one in the afternoon. The minimum lunch break will be one-half hour.
- f. The supervisor may require a person on a flex time schedule to return to standard work hours at the supervisor's discretion.

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- g. It is not permissible to utilize a four-day flex time schedule during a holiday week. Employees will work 7.5 hours per day during these holiday weeks, except when a work event dictates a longer day such as but not limited to trainings, client appointments, or travel.
- h. It is not permissible to flex a Friday and the following Monday.
- i. Upon notice of resignation, that employee will not work a flex schedule for the last 2 weeks of the employee's employment with the agency.

**Section 8 - Inclement Weather**

- a. If adverse weather conditions necessitate the closing of any or all of the Southwest Health and Human Services offices, the Director or designee shall initiate Dial My Calls program. Staff shall keep the agency up to date with their current contact information so that they can receive notifications through Dial My Calls.
- b. If any or all of the Southwest Health and Human Services offices are closed because of weather conditions, employees in the office(s) that are closed will be paid for the time that the office is closed. When an employee is on vacation or medical leave and the office is officially closed, vacation or medical leave shall not be deducted as such. **No comp time or overtime will be authorized on days the agency has closed due to adverse weather conditions.**
- c. If Southwest Health and Human Services offices remain open and the employee is not present for work, the employee ~~must first use comp time, if available. If comp time is not available, the employee must either make up the time that same week, or take vacation or comp time or have the time deducted from their pay. If the employee does not have available vacation or comp time and fails to make up the time then missed time will be leave without pay.~~ However, it is at the employee's discretion whether or not to report for work on days when adverse weather conditions would jeopardize their safety and well-being.
- d. Employees requesting to make up time must immediately upon return to work make those arrangements with their supervisor. Supervisors will consider computer system availability and workload when approving these types of requests.

**Section 9 - Paychecks**

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- a. Salaries will be paid on a bi-weekly basis (every other Friday). If a pay date falls on a holiday, payment will be made the day prior. However, if it affects the current operating budget, then payment will be made the next working day.
- b. Salaried (exempt) employees will have their annual salary divided by the number of pay periods per calendar year (either 26 or 27 pay periods).
- c. All Southwest Health and Human Services employee payroll checks will be by direct deposit unless a written objection from the employee is received.

**Section 10 - Fringe Benefits**

- a. Pursuant to annual policy and budgetary action by the Southwest Health and Human Services Governing Board, such fringe benefits as the Southwest Health and Human Services Governing Board may determine appropriate, including insurance, vacation time, and medical leave, may be offered to employees. Fringe benefits may be increased, decreased, or eliminated at any time by action of the Southwest Health and Human Services Governing Board, and such action shall apply to all current and future employees unless the Governing Board specifically adopts a policy stating otherwise.
- b. Agency fringe benefits are:
  - Group Health/Dental Insurance
  - Long Term Disability Insurance
  - Life Insurance
  - Flexible Spending Account
  - Vacation Leave
  - Medical Leave
  - PERA
  - Short Term Disability
  - Identity Theft Protection/Legal Shield
- c. Health, dental, long term disability, and life insurance for full-time employees commences with the first day of the month following thirty (30) days of employment.
- d. Agency fringe benefits are available only for probationary and regular employees who work an average of 30 or more hours per week.

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- e. The agency pays all administrative fees related to flexible spending account, flexible spending debit card, and VEBA. The agency will also pay the cost for the basic life premium and the long term disability insurance premium.
- f. Pay Status Employees are those employees who are absent and are using earned vacation, medical, or bereavement leave. This shall also include any employee who is absent who has not used more than 37.5 hours of approved leave without pay in a calendar year.
- g. Non-Pay Status Employees are those employees who have used more than 37.5 hours of leave without pay. (Examples: educational leave, medical leave without pay in excess of FMLA leave entitlement).
- h. Holiday pay, medical leave, and vacation leave shall be earned by all part-time and full-time employees in non-pay status on a prorated basis. The amount of leave earned is based upon the number of hours worked during the pay period. Vacation and medical leave shall be rounded to the nearest half-hour.
- i. Emergency Appointment Employees are eligible only for holiday leave. They shall not accrue vacation or medical leave.
- j. Probationary Employees are eligible for holiday leave and medical leave.
- k. VEBA/Health Savings Account Contributions
  - 1. Employees who opt for a health insurance policy with a VEBA or Health Savings account, contributions to the VEBA/Health Savings account will be semi-monthly.
- l. Retiring employees who:
  - 1. Were employed by Lincoln, Lyon, and Murray Human Services (LLMHS) and were employed by that agency prior to August 22, 2005 and worked continuously for LLMHS through December 31, 2010 with no break in service; and
  - 2. Were hired by the EMPLOYER effective January 1, 2011 with no break in service and are employed on a full-time basis with the EMPLOYER; and
  - 3. Are receiving a disability benefit or PERA annuity, or have met age and service requirements necessary to receive a PERA annuity;
    - Shall be entitled to receive 4% per year of service toward the employee's (dependents are excluded) health and dental single insurance premium, including their years of service at LLMHS.

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- This amount shall not exceed 100% nor shall the total amount exceed the amount paid by Southwest Health and Human Services on behalf of their employees. Payment of this amount will be discontinued if the employee's share of the premium(s) is not paid within the deadline set by the EMPLOYER. Payment shall also be discontinued when the employee becomes eligible for Medicare or if the employee obtains employment where single health insurance is available at no cost to the employee.
- Employees hired after August 22, 2005 by Lincoln, Lyon, and Murray Human Services are not eligible for retirement health insurance benefits. No employees hired by the EMPLOYER who were not employed by LLMHS are entitled to retirement health insurance benefits.

**Section 11 - Licensure as a Condition of Employment**

- a. Employees who require statutory licensure, or state operator's licensure in order to legally fulfill the requirements of their employment, must maintain such licensure in order to remain in the employ of the Agency.

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AUTHORITY: Southwest Health and Human Services Joint Governing Board

**- - -LEAVES AND HOLIDAYS- - -**

**Section 1 – Vacation Leave**

- a. Each permanent, ~~temporary~~, trainee, part-time or probationary employee shall earn vacation on the last working day of each payroll period, but this vacation cannot be used until the first working day of the following payroll period.
  - At initial hire, staff will earn 3.7 hours of vacation bi-weekly.
  - At 5 years of service, staff will earn 5.55 hours of vacation bi-weekly.
  - At 10 years of service, staff will earn 6.45 hours of vacation bi-weekly.
  - At 15 years of service, staff will earn 7.35 hours of vacation bi-weekly.
- b. Vacation leave will be prorated for part-time employees. Part-time employees, or employees whose status has changed from part-time to full-time (or vice-versa), are not eligible for automatic increases based upon years of service. Any increase in vacation leave is based upon total months of service.
- c. Vacation leave can accumulate to a maximum of 224 hours. No time is accumulated after reaching the maximum. Vacation leave cannot be used during the first three months of full-time equivalency service. When taking vacation leave, the minimum increment that can be used is one-half hour. Vacation leave cannot be used until it is earned.
- d. Requests for vacation leave must be made to the employee's supervisor in writing and must be authorized in advance by the supervisor in writing. In the absence of the employee's supervisor, the request may be made to another supervisor in the agency.
- e. Upon voluntary separation of employment, any employee who has six (6) months of satisfactory service will be paid for any accrued vacation leave that has not been used. Employees may not use more than three (3) days during the last two weeks of employment. Employees terminated for misconduct shall not be entitled to be paid accrued unused vacation leave. This shall not apply to employees terminated for poor work performance.
- f. Employees who were previously employed by Lincoln, Lyon, and Murray Human Services and Lincoln, Lyon, Murray, and Pipestone Public Health or a County that becomes a member of Southwest Health and Human Services, shall maintain their seniority dates from their initial employment, so long as there was no interruption in

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continuous employment from their prior employer and Southwest Health and Human Services.

**Section 2 – Medical Leave**

- a. Each permanent, ~~temporary~~, trainee, part-time or probationary employee shall earn medical leave at the end of the payroll period at the rate of 3.7 hours. Medical leave will be prorated for part-time employees. Medical leave can accumulate to a maximum of 450 hours. No time is accumulated after reaching this maximum. Medical leave may not be used in the payroll period it is earned.
- b. When taking medical leave, the minimum increment that can be used is one-half hour. In addition, the agency may designate any qualifying leave for employee or family medical purposes, paid or unpaid, as counting toward an employee's FMLA entitlement (FMLA § 825.208).
- c. Medical leave may be used for illness (self and immediate family), injury, medical and dental appointments. (Immediate family shall be spouse, children, parents, grandparents and legal wards of the employee or as allowed by state statute). Medical leave may be used for reasons of prenatal and postnatal care for the length of time prescribed, and verified in writing, by a physician.
- d. When an employee cannot report to work due to an illness the employee shall notify the receptionist so the employee's calendar can be updated. The receptionist should then notify the supervisor so that unit coverage is ensured.
- e. When illness occurs within a period of vacation leave, the period of illness may be charged as medical leave and the charge against vacation leave reduced accordingly.
- f. No employee will be paid for accrued medical leave at the time of separation, except those employees in the Public Health Collective Bargaining Unit. Payment of unused medical leave will be paid out to the Public Health Collective Bargaining Unit as per the Collective Bargaining Agreement.
- g. The employer may require medical documentation when three days of leave are used within a thirty (30) day period. Such documentation may consist of verification of doctor's or dental appointments without disclosure of diagnosis. The employer reserves the right to request additional information, including medical information, in the event that there is a pattern indicating the possible abuse of sick leave.
- h. Medical leave due to preplanned medical appointments must be approved by the employee's supervisor in the same manner as vacation.

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- i. If any employee receives a compensable injury and has benefits accrued under sick leave, the employee may at his/her option, request and receive sick leave to supplement the difference between his/her regular pay and Worker's Compensation. The total amount paid to the employee will not exceed his/her regular earnings.

**Section 3 – FMLA Leave**

- a. An "eligible employee" is an employee of a covered employer who:
  - 1. Has been employed by the employer for at least 12 months, and
  - 2. Has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave,
- b. Eligible employees may take leave for:
  - 1. The birth of a child;
  - 2. The placement of a child for adoption or foster care;
  - 3. To care for the employee's spouse, son, daughter or parent with a serious health condition;
  - 4. A serious health condition that renders the employee unable to perform the functions of his/her job;
  - 5. To care for the employee's spouse, son, daughter, parent, or next of kin with a serious injury or illness incurred during active duty military service;
  - 6. For the purposes of FMLA leave, "child" is defined as a biological, adopted or foster son or daughter, stepchild, legal ward, or a child of a person standing in loco parentis who is: (a) under the age of 18 years; or (b) 18 years of age or older and incapable of self-care because of mental or physical disability.

**c. Requesting Leave**

Eligible employees seeking to use FMLA leave shall be required to provide written notice to the Human Resources Director, except in emergency circumstances, when oral notice may be given:

- 1. 30-day advance notice the need to take FMLA leave when the need is foreseeable;
- 2. notice "as soon as practicable" when the need to take FMLA leave is not foreseeable ("as soon as practicable" generally means at least verbal notice to the employer within one or two business days of learning of the need to take

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FMLA leave);

3. sufficient information for the employer to understand that the employee needs leave for FMLA-qualifying reasons (the employee need not mention FMLA when requesting leave to meet this requirement, but may only explain why the leave is needed); and
4. where the employer was not made aware that an employee was absent for FMLA reasons and the employee wants the leave counted as FMLA leave, timely notice (generally within two business days of returning to work) that leave was taken for an FMLA-qualifying reason.

d. Designation

1. The agency may designate an employee's absence from work FMLA leave if the circumstances giving rise to the leave is FMLA qualifying. The Agency will notify the employee that the leave is being designated FMLA leave. The Human Resources ~~Director~~ shall complete the appropriate FMLA designation forms in a timely manner (within five days of the leave commencing whenever possible) and forward them to the employee. The Supervisor is responsible for notifying the Human Resource ~~Director~~ of leaves of three days or more or intermittent leaves which may be FMLA qualifying.
2. The Human Resources ~~Director~~ is responsible for completing the "Employer Response to Employee Request for FMLA Leave" form and related forms in all circumstances in which an employee qualifies for leave under the FMLA, whether or not the employee specifically requests such a FMLA leave. (e.g. when an employee is on medical leave which also qualifies under FMLA, when an employee is unable to request a leave due to a medical condition, etc.). The original shall be provided to the employee and a copy retained by the Human Resources ~~Director~~ in a "confidential medical file" for the employee, which shall be separate from the employee's personnel file. All medical certifications shall also be retained in that file.

- e. Child leave shall begin at a time requested by the employee, but may begin not more than twelve months after the birth or adoption, except in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six weeks after the child leaves the hospital.
- f. During FMLA leave, the employee will be required to use any available earned, accumulated leave. However, staff may hold up to 37.5 hours of medical and/or vacation leave to be available upon return from leave. Employees will provide written notification to their supervisor and Human Resources of their intent to bank medical and/or vacation leave prior to FMLA leave. When the reason for the FMLA leave

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qualifies under the "Medical Leave" section of this policy for either the employee or an eligible family member, then earned, accumulated medical leave must be used. If the reason for FMLA leave does not qualify for use of medical leave, then any accumulated vacation leave must be used before leave without pay will be authorized. An employee shall continue to be eligible for paid holidays while on approved FMLA.

- g. For as long as an employee is on FMLA leave the agency will make its cafeteria contribution towards health insurance.
- h. The agency will require that an employee's FMLA leave be supported by appropriate documentation.
  - 1. For the employee's serious health conditions, the leave must be supported by a certification issued by the health care provider of the employee. The agency will notify the employee, in writing, that such certification is required. The certification shall contain all of the information permitted by law. Failure of the employee to submit complete Certification of Health Care Provider forms, with all information, may result in a denial of FMLA leave.
  - 2. The employee must provide the medical certification within fifteen (15) days of a request for certification.
  - 3. The agency will also require medical certification from the eligible family member's health care provider to support a leave request for a leave to care for an eligible family member. In cases where the employee's use of FMLA leave to care for an immediate family member is of an intermittent nature, a medical certification will be required verifying this fact during each 12-month period in which the employee uses FMLA leave for this purpose.
  - 4. Other appropriate documentation, including military records, verification of adoption and similar records, may be required by the employer.
- i. Second Opinion
  - 1. In General - In any case in which the employer has reason to doubt the validity of the certification provided by the health care provider, the employer may require, at the expense of the employer, that the eligible employee obtain the opinion of a second health care provider designated or approved by the employer concerning any information certified by the employee's health care provider.
  - 2. Limitation - Health care provider designated or approved under paragraph (1) shall not be employed on a regular basis by the employer.
  - 3. Resolution of Conflicting Opinions

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- In General – In any case in which the second opinion differs from the opinion in the original certification provided, the employer may require, at the expense of the employer, that the employee obtain the opinion of a third health care provider designated or approved jointly by the employer and the employee concerning the information certified.
  - Finality – The opinion of the third health care provider concerning the information certified shall be considered to be final and shall be binding on the employer and the employee.
4. Subsequent Recertification - The employer may require that the eligible employee obtain subsequent re-certifications on a reasonable basis.
5. In cases where the employee's use of FMLA leave is of an intermittent nature, a medical certification will be required verifying this fact during each 12-month period in which the employee uses FMLA leave.
- j. As a condition of restoring an employee whose FMLA leave was occasioned by the employee's own serious health condition that made the employee unable to perform the employee's job, Southwest Health and Human Services will require all employees who are certified for FMLA leave obtain and present certification from the employee's health care provider that the employee is able to resume work.
- k. For additional information refer to "Family and Medical Leave Act" (FMLA) U.S. Department of Labor website.

**Section 4 Parenting Leave**

- a. A parental leave of up to 12 weeks shall be granted to a natural parent or adoptive parent, who requests such leave in conjunction with the birth or adoption of a child. To be eligible, the employee must have been employed for at least 1 year at half time. The 12 weeks of leave shall include any period of paid leave already provided. The employee shall be required to use all eligible paid leave during the parental leave period. This policy is provided for those employees who do not meet eligibility requirements under the Family Medical Leave Act and shall not be construed as being in addition to FMLA rights.
- The leave must begin no later than 6 weeks following the birth or adoption.
  - The employee may continue all group insurance during the leave at the employee's expense.

**Section 5 – Statutory Leaves**

- a. Employees are entitled to certain statutory leaves under state and federal law. In order to request such leaves, the employee must make a written request to their immediate

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supervisor and the Deputy Director/Human Resources Director. Leaves may be granted or denied based upon whether the employee qualifies for the statutory leave(s); the employee has made the request for leave in a timely manner and provided the appropriate documentation.

- b. Such statutory leaves include such leaves as military leaves, voting leave, bone marrow donation leave and school conference leave.

**Section 6 – Educational Leave**

- a. An employee may request an educational leave without pay or benefits, not to exceed 2 years, by presenting the following written documents to their supervisor who will submit it to the Board for approval:
  - Letter of request
  - Any other material felt necessary to support the request
- b. The Southwest Health and Human Services Governing Board has the sole discretion to approve or deny such leave as it sees fit.

**Section 7 – Jury or Witness Duty**

- a. After notice to his/her supervisor, any employee shall be granted leave with pay for service upon a jury or appearance before a court, legislative committee, or other judicial or quas-judicial body as a witness in an action involving the federal government, State of Minnesota, or a political subdivision thereof, in response to a subpoena or other direction by proper authority.
- b. The employee will be required to turn over to the agency any per diem payment received as a result of serving on a jury or as a witness. Monies received as expenses shall be kept by the employee.

**Section 8 – Bereavement Leave**

- a. Each employee shall have up to ~~30~~ 22.5 -hours non-cumulative annual bereavement leave. Each employee shall have an additional 5 days (37.5 hours) noncumulative bereavement leave for immediate family (parent/child/spouse). ~~- in the event of the death of the employee's parents, children, spouse, siblings, legal wards, grandparents, grandchildren, nieces, nephews, daughter/son in law, step parents, and spouse's parents.~~ Such days shall be with pay and shall not be deducted from medical leave or vacation balances. Such leave must be taken in a minimum of 1/2 hour (.5) hour increments.

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- b. Upon exhaustion of the non-cumulative bereavement leave and approval of their supervisor, an employee may use up to three (3) days of medical leave for bereavement of parents, children, spouse, siblings, legal wards, grandparents, grandchildren, aunts, uncles, nieces, nephews, cousins, and spouse's parents and in-law relatives.
- c. Reasonable agency time without loss of pay will be allowed to attend a funeral of current staff members or former staff members who left the agency within the last two years.
- d. In the event of a death in the family the employee shall inform the supervisor in the same manner as for medical leave.

**Section 9 – Holidays**

- a. An employee must be in pay status the day preceding and the day following a holiday to earn holiday pay. Holiday pay for part-time employees or employees who are in leave without pay status will be prorated.

If a holiday falls on a Saturday the holiday will be observed on Friday, if a holiday falls on a Sunday the holiday will be observed on Monday.

- b. New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve Day at noon if December 24<sup>th</sup> falls on Tuesday, Wednesday, or Thursday  
If Christmas Eve falls on a Monday, then the full day holiday is observed  
Christmas Day

**Section 10 – Leave Without Pay**

- a. Up to 37.5 hours of leave without pay per calendar year can be approved by administration. The supervisor in his/her discretion has the authority and responsibility to deny a leave request when such a request could have negative effect on the service delivery of the agency.
- b. Whenever an employee requests leave without pay under the total of 37.5 hours per

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calendar year, the Leave Without Pay/Overtime Authorization (AG#006) must be completed and given to the supervisor. The supervisor will then give it to the Director for final approval. At the end of the payroll period the Leave/Overtime Authorization should be attached to the employee's time sheet and routed to their supervisor. Salary, vacation, holiday, and medical leave (earned) will be prorated in the same manner as for part-time employees. Health insurance coverage will not be affected unless the employee takes leave without pay in excess of 37.5 hours per calendar year.

- c. Leave without pay of more than 37.5 hours per calendar year will require Southwest Health and Human Services Governing Board approval except when the leave is FMLA qualifying. An employee must make written application to the Governing Board setting forth the request for the leave, the requested duration of the leave and the circumstances necessitating the leave. The request must be received prior to the commencement of the leave. The Southwest Health and Human Services Governing Board have the sole discretion to approve or deny such leave as it sees fit.
- d. Any unauthorized absence from work shall be considered absence without leave and be subject to disciplinary action and time without pay. Three days of absence without authorization may be deemed as a resignation, but such leave may be covered by subsequent approval of leave if conditions warrant.

Agency Forms Regarding This Policy

AG#006 - Leave Without Pay/Overtime Authorization

**SOUTHWEST HEALTH AND HUMAN SERVICES  
PERSONNEL POLICY NUMBER 6**

EFFECTIVE DATE: 01/01/11

REVISION DATE: 04/18/12; 04/18/2018

AUTHORITY: Southwest Health and Human Services Joint Governing Board

**--- MEAL REIMBURSEMENT, LODGING, AND OTHER EXPENSES---**

**Section 1 – Meals**

- a. Meal expenditures are eligible for reimbursement when the situation meets public purpose criteria. Employees are encouraged to consider whether the same result can be obtained without the expenditure. Employees are not eligible to claim meals for agency business or training within member Counties.
- b. The maximum flat rate reimbursement for meals will be actual expense of meals up to \$30.00- \$35.00 per day, if eligible for a full day's meals. Tips up to 15% may be included within the flat maximum rate. You must have itemized, original receipts which identify the establishment for all meals. If you are eligible for more than one meal during a day, you can claim reimbursement up to the maximum of the combination of eligible meals. Example: You are eligible for breakfast and lunch. You paid \$5.00 for breakfast and \$10.00 for lunch. You will be reimbursed the \$15.00 with proper receipts. Alcoholic beverages are not reimbursable. Meal reimbursement is not available for meals included in the registration fee for conference and seminars. Expenses for alcoholic beverages are not reimbursable.
- c. If eligible for less than 3 meals, the maximum per meal (or a combination of meals) is as follows:
  - Breakfast = \$ 7.00
  - Lunch = \$ 9.00
  - Dinner = \$ 14.00
- d. If you are eligible for an evening meal the first night of an overnight and eligible for breakfast and lunch the following day, the maximum reimbursement would be \$14.00 the first day and \$16.00 the second day. You cannot combine the two days for reimbursement of meals.
- ce. IRS regulations require that meal reimbursement without overnight lodging be included as income and is subject to income tax withholding and FICA deduction. If meals are included as part of a conference or registration fee and are not separately identified, they are not treated as taxable income.
- df. When claiming reimbursement for meals, claim form AG#100 must be completed for meals that are not connected with an overnight or conference. Claim form AG#101

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**SOUTHWEST HEALTH AND HUMAN SERVICES  
PERSONNEL POLICY NUMBER 6**

must be completed for meals that are connected with an overnight. Include lodging costs, travel, etc., on this claim form. It is the employee's and supervisor's responsibility to identify and separate the two types of meals for reimbursement. Itemized receipts must be submitted along with the appropriate form. Receipts showing method of payment (such as credit card proof of payment) are not adequate.

- ~~g. Tips are not reimbursable unless the gratuity is required by the restaurant.~~

**Section 2 - Lodging**

- a. Requests for overnight lodging will be reviewed and approved in advance on a case by case basis based on public purpose criteria. Reimbursement will be the normal single rate with an itemized, original receipt. If the room is direct billed, attach a copy of the bill to your claim form.

**Section 3 - Other Expenses**

- a. All expenses written on claim forms must have itemized, original receipts attached to the claim form except for mileage. No items other than the room charge, tax, and parking will be allowed on a direct billing to the agency from the motel. Any phone calls or meals that you may have charged to your room must be paid by you when you check out.
- b. Note: Credit card receipts document only the method of payment. Itemized, original receipts are required in order to detail each expenditure.
- c. If an itemized or original receipt is lost or is unattainable, the Declaration Form may be completed. The Declaration Form can be obtained from the Deputy Director.
- d. Reimbursement for State reimbursable expenses will be at rates specified in this policy. We will follow agency, not state, policy.
- e. All claim forms must be signed and indicate expense date, purpose, location, number of miles, and dollar amount claimed.
- f. Claim form must be submitted and signed by your supervisor for approval. Please do not use white-out.

**Agency Forms Regarding This Policy:**

AG#100 - Employee Reimbursement for Non-Overnight Meals and On Call

AG#101 - Employee Reimbursement for Overnight Meals, Mileage, and Misc. Costs  
Declaration Form

**SOUTHWEST HEALTH AND HUMAN SERVICES  
PERSONNEL POLICY NUMBER 19**

EFFECTIVE DATE: 02/15/12

REVISION DATE: 03/18/15; 04/20/16; 05/17/17; 1/1/18; 04/18/2018

AUTHORITY: Southwest Health and Human Services Joint Governing Board

**- - - MEDICAL LEAVE FOR FITNESS- - -**

**Section 1 - General Policy Statement**

- a. It is the policy of SWHHS to promote the health and safety of employees and encourage regular participation in moderate to vigorous physical activity.
- b. SWHHS is dedicated to creating a healthy work environment that supports employee and workplace health. SWHHS feels it is important to provide employees with healthy physical activity opportunities to support our efforts to prevent disease and attain optimum health.

**Section 2 - Employee Benefit**

- a. Employees who have accumulated medical leave balances may trade their medical leave hours to cover the cost of fitness expenses for the employee, spouse and their eligible dependents as defined by eligibility to be on a parents' insurance.
- b. General Provisions
  - Maximum of \$ 1,000 (gross pay) in claims per employee per calendar year.
  - Claims can be submitted for expenses incurred for the employee, spouse, or eligible dependents, as defined under the agency's health insurance plan.
  - A minimum of three weeks (112.50 hours) of medical leave must remain after reimbursement; only medical leave can be cashed in for this taxable reimbursement.
  - Employees who have submitted a notice of resignation/retirement are not eligible for this program.
  - Expenses that have been reimbursed by flexible spending or VEBA are not eligible.
  - Staff may only be reimbursed for the net cost of any expense, less any other reimbursements such as the Preferred One fitness discount.
  - Staff may resubmit an expense purchased in the calendar year more than once, if the expense could not be fully reimbursed up the amount of max claims amount due to accrual of additional medical leave. However, the employee must resubmit this expense, with documentation of how much has already been reimbursed and copies of the original submission.

**SOUTHWEST HEALTH AND HUMAN SERVICES  
PERSONNEL POLICY NUMBER 19**

**c. Eligible Expenses**

- Health club memberships, swim passes, and swimming lessons (single, couple, family if eligible and including any tax and/or enrollment fees)
- Fitness/exercise programs (i.e., Jazzercise, Curves, martial arts, etc.)
- Personal trainers
- New or used stationary personal exercise equipment that can be used year-round in the home (i.e., treadmill, exercise bike, stair-stepper, weight lifting equipment, free weights, stability ball, etc.) or non-stationary exercise equipment (i.e., bike, jogger stroller, child carrier, and helmets)
- Maintenance/repairs/warranties on eligible equipment
- Recreational Equipment (i.e., rollerblades, skis, snow shoes, canoes/Kayaks, paddle boards and paddles, tennis/racquetball racquets, paddleboats, etc.)
- Monitoring devices (i.e., pedometer, heart rate monitor, Fitbit, and GPS watch)
- Fitness media; DVDS, videos, games (i.e., fitness games or Wii fit), live streaming (Fitness or Beach Body on demand). Title must be in request.
- Running, walking, cross-trainer or aerobic shoes
- Open water dive equipment (wet suit, weight belts, tanks, etc.)
- Bike racks, car mountings, or carriers used to haul fitness equipment.

**d. Expenses not Eligible**

- Club membership of a primarily social nature (i.e., Country club/golf course membership)
- Clothing items (i.e. shirts, shorts, jackets, running attire, etc.)
- Medical related expenses (i.e., lab tests, prescriptions, glucose monitor, blood pressure monitor, etc.)
- Camping equipment (i.e., tents, packs, etc.)
- Fees (i.e., registrations, park entrances, court/green fees, lift tickets, lockers, tanning, etc.)
- Sports equipment for an activity that is used in school, league, or organized sports (i.e., tennis, football, basketball, baseball, hockey, golf, etc.)  
~~Bike racks, car mountings, or carriers used to haul fitness equipment.~~
- Gaming systems, such as Wii or Xbox.
- Sit/stand work stations
- Tack, saddle, bridle, breast collar, etc.
- Dock slide or other related accessories
- SAD (seasonal affective disorder) light
- Mattresses and sleep related items
- Messages

**SOUTHWEST HEALTH AND HUMAN SERVICES  
PERSONNEL POLICY NUMBER 19**

**Section 3 – Procedures**

- a. To claim a reimbursement under this program, submit a Medical Leave for Fitness Reimbursement Form (AG# 018) with appropriate documentation attached, to the Wellness Coordinator. Providing the request meets the general provisions and is an eligible expense, it will be approved within 10 business days. You will be reimbursed on your regular payroll check, providing it is approved by Monday noon the week of payroll.
  
- b. Submission Deadlines
  - Reimbursement requests may not exceed the maximum amount of \$ 1,000 per calendar year. The date of expense dictates which calendar year the expense will be applied to. Expenses for the previous year must be submitted to the Wellness Coordinator no later than the Monday noon deadline of the second payroll date of the new year.

**SOUTHWEST HEALTH AND HUMAN SERVICES  
INCOME MAINTENANCE POLICY NUMBER 4**

EFFECTIVE DATE: 04/01/11

REVISION DATE: 05/20/15; 04/18/2018

AUTHORITY: Southwest Health and Human Services Board – Human Services Board  
Instructional Bulletin #00-89-04  
Instructional Bulletin #04-89-01

**--- LIMITED ENGLISH PROFICIENCY PLAN ---**

Limited English Proficiency (LEP) Plan

|                                    |                                                   |               |
|------------------------------------|---------------------------------------------------|---------------|
| Director:                          | <del>Christopher Sorensen</del> <u>Beth Wilms</u> | _____ 507-    |
| 532-1248                           |                                                   |               |
| Deputy Director:                   | Nancy Walker                                      | 507-532-1256  |
| Social Services Division Director: | Cindy Nelson                                      | 507-532-1260  |
| LEP Coordinator:                   | Kathryn Herding, Supervisor                       | 507- 836-6144 |
| Financial Services:                | Jennifer Beek, Supervisor                         | 507- 532-1235 |
| Social Services:                   | Jenifer Klein, Supervisor                         | 507-532-1228  |
|                                    | <del>Cindy Nelson, Supervisor</del>               | 507-532-1260  |
|                                    | <del>Dale Hiland, Supervisor</del>                | 507-532-1224  |
| Child Support & Fraud:             | Ann Schiller, Supervisor                          | 507-637-1262  |

**Section 1 - Purpose and Legal Basis**

- a. The following document serves as the Southwest Health and Human Services (SWHHS) plan to meet the legal obligation of language access requirements in compliance of Title VI of the Civil Rights Act of 1964; 7 CFR, 273 et seq; and 42 CFR 435 et seq. There are four components to this document.
- **200 - Assessment**
  - **300 - Policy**
  - **400 - Training**
  - **500 - Monitoring**

**Section 2 - 200 - Assessment**

- a. 201 - Needs Assessment - SWHHS will on at least an annual basis make a needs assessment of the unique language needs within Lincoln, Lyon, Murray, Pipestone, Redwood, and Rock Counties. Consultation will be done with the school districts in the six counties along with the Legal Aid offices located in Willmar and Worthington to determine the types of non-English languages that are most dominant to the populations of Lincoln, Lyon, Murray, Pipestone, Redwood, and Rock Counties. The

**SOUTHWEST HEALTH AND HUMAN SERVICES  
INCOME MAINTENANCE POLICY NUMBER 4**

common agency will also incorporate county specific data from the Department of Human Services to assist in this form of needs assessment. The following non-English languages have been identified as being the most likely to be encountered in Lincoln, Lyon, Murray, Pipestone, Redwood, and Rock Counties: Spanish, Somali, Hmong.

- b. 202 - Case Finding - Specific language needs of each applicant with LEP will occur at the time of intake or application. This will primarily be done by reviewing the language preference questions on the Health Care Application (HCAPP) and the Combined Application Form (CAF). Language preferences will be entered into the applicant's primary language field in the MAXIS system. If an interpreter is needed, it will be recorded in MAXIS case notes. If the main receptionist or intake worker suspects that the applicant is a person with LEP, the worker will provide the LEP person with a list of possible languages to determine which language is spoken. The list includes; "I Speak" cards, "I Speak" posters, "Language Identification Card" from Language Line Services. It is expected that reasonable efforts will be made by SWHHS to provide same-day interpreter services.
- c. 203 - Points of Contact - The greatest likelihood of need for interpreter services will be at the point of intake - at the time of an emergency or application for financial assistance. The principal point of contact will most likely be in the office setting in Ivanhoe, Marshall, Slayton, Pipestone, Luverne, and/or Redwood Falls. The most appropriate form of interpreter services will likely be language assistance in completion of an application for financial assistance or health care. The other point of contact may involve field-based contact when conducting child protection assessments. These contacts will typically take place in the home of the child's caretaker or parent.
- d. 204 - Resources Needed - SWHHS will utilize its contract with private interpreters and those interpreters employed by contracted agencies located in Marshall, Minnesota for Spanish, Somali, Hmong, and Laotian interpreter services. Additionally, SWHHS will contract with Language Line Services (1-800-367-9559) for the languages involved with Language Lines Services "tier" system. When feasible, on-site interpreter services will be made available and will be the first preference. (Note: The closest available Spanish interpreter for Lincoln, Murray, and Pipestone Counties is 30 miles from each office.) Use of reciprocal faxing processes will be used when necessary, this to facilitate completion of applications and processing of interviews.
- e. 205 - Timely Access - Interpretive services are available during customary business hours, Monday through Friday, 8:00 a.m. to 4:30 p.m. They also provide emergency service outside of regular business hours when needed. Language Line Services are available 24x7. Contact with any entity will be made by phone. When on-site interpreter services are to be used, it will be necessary to schedule appointments at mutually convenient times for the client and the interpreter.

**SOUTHWEST HEALTH AND HUMAN SERVICES  
INCOME MAINTENANCE POLICY NUMBER 4**

**Section 3 – 300 - Policies and Procedures**

- a. 301 - Agency Commitment - SWHHS is committed to the spirit of the Civil Rights Act of 1964. We recognize the importance of providing meaningful access to all persons, including persons with LEP, to the various programs provided by SWHHS. SWHHS has, by prior action, adopted a policy statement entitled Civil Rights Compliance Requirements effective 1-1-95 and affirmed again on 1-1-01, this in conformity with DHS Bulletin #94-84A dated 12-27-94.
- b. 302 - Range of Oral Language Assistance - Due to the current absence of bi-lingual employees at SWHHS, use will be made of the formal linkage with our contracted agencies and other privately contracted interpreters. With Spanish, Somali, and Hmong seen as the primary non-English language in Lincoln, Lyon, Murray, Pipestone, Redwood, and Rock Counties, use of our contracted agencies and privately contracted interpretive services are seen as encompassing close to 100% of the LEP needs of SWHHS. Use of Language Line Services for all other non-English language will take place as necessary. SWHHS will take advantage of the 10 brief "notice of rights to language services" documents for persons with LEP as they are made available by the Department of Human Services.
- c. 303 - Uncommon Languages - There may be circumstances when customers come to the office for services that use a language other than those most commonly used in Lincoln, Lyon, Murray, Pipestone, Redwood, and Rock Counties. There may be languages such as Russian, Vietnamese, Chinese, Laotian, Oromo, Khymer/Cambodian, etc. After identifying the language need, the receptionist staff or intake worker will consult with their Supervisor or Director to determine the most appropriate and expedient interpreter service.
- d. 304 - Affirmative Action - The SWHHS employee handling the case will inform either the customer or the interpreter once it has been determined that interpreter services are needed, that there is no charge or fee for the service. This will be communicated in verbal form. At no time in the service delivery process will the customer incur any costs associated with LEP-directed interpreter services.
- e. 305 - Use of Family and Friends - Use of family or friends as interpreters is not the preferred method of providing interpreter services. But when the intake worker has determined that it is not feasible to use formalized interpreter services, a consultation will be made with that worker's immediate Supervisor or Director. Alternative methods of customer service will need to be discussed. If the worker has determined that a family member, friend or other responsible party can adequately perform the

**SOUTHWEST HEALTH AND HUMAN SERVICES  
INCOME MAINTENANCE POLICY NUMBER 4**

interpreter service, approval may be given. The worker needs to feel confident that the client's data privacy rights will be protected and that the quality of the interpreter services to be provided by the family member or friend will be acceptable. The worker will need to document in the case file the extenuating circumstances for use of family or friends, particularly that the family was offered other interpreter services and that the client insisted that a family member or friend be used. Under no circumstances may minor children be used for interpreter services.

- f. 306 - Competency Standards for Interpreters - Any interpreter used for LEP services must be bi-lingual: fluent in English and fluent in the language of the customer needing the service. When using interpreter services provided from a recognized agency, contracted interpreters and Language Line Services, competency is presumed. When using family, friends or significant others, the intake worker must make a judgment as to the competency of the proposed interpreter. "Certification" as an interpreter is not a pre-requisite.
- g. 307 - Dissemination of LEP Plan - Copies of the LEP Plan will be provided to the following: all SWHHS employees who have direct customer contact, area Legal Aid offices, Private Industry Council, and Lincoln, Lyon, Murray, Pipestone, Redwood, and Rock Government Agencies. A copy of the main public announcement, "I Speak" poster, will be prominently displayed in the SWHHS central reception areas. LEP requirements will also be included in all contracts maintained by SWHHS.
- h. 308 - Services to Illiterate - When confronted with a situation in which the customer is illiterate - cannot read or write in his or her native language - it is required that SWHHS find a suitable interpreter; one who can assist the person in completion of necessary forms, documents and the like. The SWHHS intake worker needs to make the determination, in conjunction with the interpreter, about the customers' literacy skills. The clear choice in dealing with cases of illiteracy will be to have an on-site interpreter. It may be necessary to schedule interviews when face-to-face interpreter services can be provided. Use of faxing of forms and over-the-phone services may be required on a case-by-case basis.
- i. 309 - Emergency Situations - When programs require access to services within short time frames, SWHHS will take whatever steps necessary to ensure that all clients, including clients with LEP, have access to services within the appropriate time frames. For example, when a client needs an interpreter or other language assistance services to obtain expedited program services, SWHHS's goal is to make the services accessible within the required time frame, whether that means using an interpreter or any other appropriate type of language assistance.
- j. 310 - Access to and Costs of Interpreters - Under no circumstances will SWHHS indicate - either verbally or in writing - that any applicant or client in need of LEP services will be

**SOUTHWEST HEALTH AND HUMAN SERVICES  
INCOME MAINTENANCE POLICY NUMBER 4**

charged for an interpreter or translation service. All such services shall be at no expense to the applicant or client. Such services will be provided during all normal business hours and, when necessary, during non-business hours when an emergency has been determined to exist.

- k. 311 - Notice of Service Availability - LEP clientele will be informed of the availability of free interpreter and translation services at the point when it appears that the customer is not able to communicate in English. Notice of service availability will come from the "I Speak" poster document in the central reception areas of the six county offices. Distribution of the LEP Plan to various parties cited above will help by putting those entities on notice that interpreter and translation services are available on a timely basis and free of charge. Material that has been translated into Spanish, Somali, and Hmong will be used immediately when it has been determined that the person presenting for service is not able to understand English. Insofar as the Department of Human Services has translated many forms into multiple languages, SWHHS will access these forms as necessary through the Department's website at <http://edocs.dhs.state.mn.us/forms>. Additionally, translated income maintenance forms located in TEMP Manual 12.01.13 will be accessed as needed.
- l. 312 - County-Produced Materials - At this time it is not anticipated that SWHHS will develop any SWHHS produced material. Rather, SWHHS will rely on the state-produced documents as the primary source of translated materials. Downloading of documents from the DHS web-page will also be used as necessary. SWHHS will follow DHS' translation numerical guidelines as required.
- m. 313 - Complaint Resolution Protocol - Any action taken by SWHHS with which an applicant or recipient disagrees is subject to complaint. SWHHS has a formal complaint process that can be utilized to try to resolve any dispute. In the absence of local resolution, the person making the complaint will be informed in a language understandable to the grievant, of the process to follow in making a complaint to DHS or the Office of Civil Rights. The complaint process will follow SWHHS's procedures included in Civil Rights Compliance Requirements. Appropriate use of interpreter services with contracted agencies, contracted interpreters, or Language Line Services to facilitate the dispute resolution process will take place. All such complaints can be made to any of the parties listed at the top of this LEP Plan.
- n. 314 - Posting - A copy of the SWHHS LEP Plan will be posted on the main bulletin board in the central lobby of each agency office.

**Section 4 – 400 - Training**

- a. 401 - Distribution of LEP Plan - All SWHHS employees who have direct contact with customers will be provided a copy of the LEP Plan upon its adoption. If any changes are

**SOUTHWEST HEALTH AND HUMAN SERVICES  
INCOME MAINTENANCE POLICY NUMBER 4**

made in the document, a revised copy will also be provided to the same entities listed in #307. At this time, all employees of SWHHS will be recipients of the document.

- b. 402 - Training of Staff - Initial - With approval of the LEP Plan, there will be initial training on the document. This training will take place for current staff in their individual unit meetings. For any new employee affected by the LEP Plan, this document will be incorporated into that person's "generic orientation" protocol at the time of hire.
- c. 403 - Training of Staff - Ongoing - On an annual basis the LEP Plan will be reviewed and updates clarified.

**Section 5 - 500 - Monitoring**

- a. 501 - Evaluation of the LEP - On at least an annual basis, the LEP Plan will be reviewed for effectiveness. This review will normally take place in December. It will be coordinated by the SWHHS LEP Coordinator. The evaluation will involve consultation with representatives of the Financial Services Unit and Social Services Unit to determine compliance with the LEP Plan, identification of any problem areas and development of required corrective action strategies. Elements of the evaluation will include the following:
  - Number of persons with LEP in Lincoln, Lyon, Murray, Pipestone, Redwood, and Rock Counties.
  - Assessment of current language needs of SWHHS applicants and clients to determine if the client needs an interpreter and/or translated materials; updating case files which lack information about a client's language preference; determining if clients need to be asked their language preference at the time of certification.
  - Determining whether existing assistance is meeting the needs of applicants and clients with LEP.
  - Assessing whether staff members understand SWHHS LEP policies and procedures and how to carry them out, and whether language assistance resources and arrangements for those resources are still current and accessible.
  - Seeking and obtaining feedback from non-English or limited-English speaking communities in Lincoln, Lyon, Murray, Pipestone, Redwood, and Rock Counties including applicants and clients as well as any known community organization or advocacy group working with non-English or limited-English speaking communities.
- b. 502 - LEP Contact Person - For purposes of the LEP Plan, Southwest Health and Human Services designated contact person is the Financial Assistance Supervisor/LEP

**SOUTHWEST HEALTH AND HUMAN SERVICES  
INCOME MAINTENANCE POLICY NUMBER 4**

Coordinator with appropriate delegation made to the Agency Director, Deputy Director and the Social Services Supervisors of the agency.

**Southwest Health and Human Services**  
**607 West Main Street, Suite 100**  
**Marshall, MN. 56258**

**Limited English Proficiency Plan Table of Contents**

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## Monica Christianson

---

**From:** Karri Harvey  
**Sent:** Friday, April 06, 2018 10:30 AM  
**To:** Monica Christianson  
**Subject:** FW: Estimate

Can you please add this to our board packet?

Thank you,  
*Karri Harvey*

---

**From:** Jason A. Lenz  
**Sent:** Friday, April 6, 2018 10:17 AM  
**To:** Karri Harvey <Karri.Harvey@swmhhs.com>  
**Cc:** Loren A. Stomberg <LorenStomberg@co.lyon.mn.us>  
**Subject:** RE: Estimate

Karri,

The iSeries hardware cost is \$30,653.00  
The implementation services is estimated at \$4,500.00  
We are estimating your cost to be \$11,717.66

Please let me know if you have any questions.

Thank you,

Jason Lenz

IT Administrator  
Lyon County  
607 W. Main St.  
Marshall, MN 56258

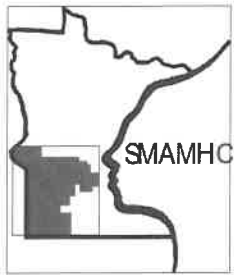
Desk: 507-532-1333

---

**From:** Karri Harvey  
**Sent:** Thursday, April 5, 2018 10:27 AM  
**To:** Jason A. Lenz <[JasonLenz@co.lyon.mn.us](mailto:JasonLenz@co.lyon.mn.us)>  
**Subject:** Estimate

Can you send me an estimate that I can take to board for our cost for the iseries please?

Thanks,  
Karri



2018

Chair

Pat Thomas

Co-Chair

Stacy Jorgenson

Secretary/Treasurer

Craig Myers

Director

Kimberly Holm

**Mission: Develop,  
Participate and  
Strengthen a  
continuum of care  
providing the  
"Right Service" at  
the "Right Time" in  
the "Right Place"  
to support mental  
health recovery.**

SMAMHC

2200 23<sup>rd</sup> St. N.E.

Suite 2030

Willmar, MN 56201

320-441-6340

Fax: 320-441-6349

March 12, 2018

Lincoln County Board

Dear Board Members,

A common theme to our Board meetings has been the continuum of care and/or lack of it. Continued issues include:

- The Behavioral Health System is strained and has numerous gaps.
- The cost to Counties paying for 100% cost of care when "Does Not Meet Criteria (DNMC)" determinations are made for stays at State Operated Services Regional Treatment Centers. These costs have become a burden on budgets.
- The County Costs in our region from Jan 2016 – Dec 2017 was \$1,287,159.07 with one county in the region reporting no costs in this period. These costs are from DNMC stays at Anoka RTC, St. Peter and Community Behavioral Health Hospitals.

The SW18 Consortium is committed to closing the gaps that continue to exist. However, the Mental Health System of Care is very complex with many components that are inter-connected. To make one change affects the entire system. To avoid making costly mistakes that negatively affect people, we are determined to thoroughly review the situation in our region. Our proposal includes hiring a Consultant who will do research, coordinate information, and submit recommendations for an inclusive plan that will assure the continuum is stronger, more efficient and truly a system of care that meets the needs of all who require help.

This proposal to hire a Consultant was a result of our legislative workgroup. At our last Board meeting, it was determined that it was necessary to address our County Boards and pursue a Foundation Grant as a 50/50 match of \$50,000. We are asking each Board if they are interested in participating in this effort. Each County's contribution would be a percentage of their respective per capita population as determined by the 2016 census to determine per capita for each County. Enclosed is the proposed amount of your County's contribution if each County Board so chooses to participate in this regional effort.

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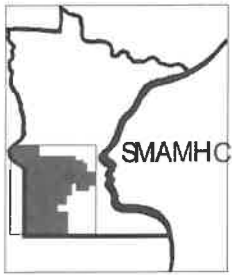
Thank you for your consideration and support in our regional development.

Sincerely,

Kimberly Holm  
SMAMHC Director

2016 Census  
5,771

County Contribution  
\$1040.63



March 12, 2018

Lyon County Board

Dear Board Members,

A common theme to our Board meetings has been the continuum of care and/or lack of it. Continued issues include:

- The Behavioral Health System is strained and has numerous gaps.
- The cost to Counties paying for 100% cost of care when “Does Not Meet Criteria (DNMC)” determinations are made for stays at State Operated Services Regional Treatment Centers. These costs have become a burden on budgets.
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2018

Chair

Pat Thomas

Co-Chair

Stacy Jorgenson

Secretary/Treasurer

Craig Myers

Director

Kimberly Holm

**Mission: Develop, Participate and Strengthen a continuum of care providing the “Right Service” at the “Right Time” in the “Right Place” to support mental health recovery.**

SMAMHC

2200 23<sup>rd</sup> St. N.E.

Suite 2030

Willmar, MN 56201

320-441-6340

Fax: 320-441-6349

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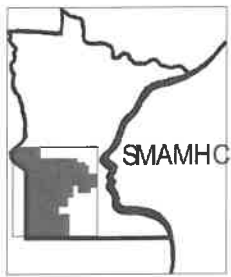
Thank you for your consideration and support in our regional development.

Sincerely,

Kimberly Holm  
SMAMHC Director

2016 Census  
25,673

County Contribution  
\$4629.35



2018

Chair

Pat Thomas

Co-Chair

Stacy Jorgenson

Secretary/Treasurer

Craig Myers

Director

Kimberly Holm

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health recovery.**

SMAMHC

2200 23<sup>rd</sup> St. N.E.

Suite 2030

Willmar, MN 56201

320-441-6340

Fax: 320-441-6349

March 12, 2018

Murray County Board

Dear Board Members,

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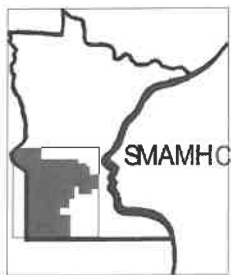
Thank you for your consideration and support in our regional development.

Sincerely,

Kimberly Holm  
SMAMHC Director

2016 Census  
8,413

County Contribution  
\$1517.03



2018

Chair

Pat Thomas

Co-Chair

Stacy Jorgenson

Secretary/Treasurer

Craig Myers

Director

Kimberly Holm

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health recovery.**

SMAMHC

2200 23<sup>rd</sup> St. N.E.

Suite 2030

Willmar, MN 56201

320-441-6340

Fax: 320-441-6349

March 12, 2018

Pipestone County Board

Dear Board Members,

A common theme to our Board meetings has been the continuum of care and/or lack of it. Continued issues include:

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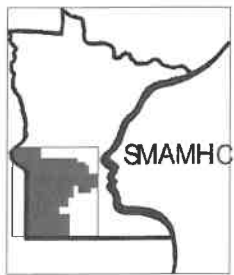
Thank you for your consideration and support in our regional development.

Sincerely,

Kimberly Holm  
SMAMHC Director

2016 Census  
9,271

County Contribution  
\$1671.75



2018

Chair

Pat Thomas

Co-Chair

Stacy Jorgenson

Secretary/Treasurer

Craig Myers

Director

Kimberly Holm

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SMAMHC

2200 23<sup>rd</sup> St. N.E.

Suite 2030

Willmar, MN 56201

320-441-6340

Fax: 320-441-6349

March 12, 2018

Redwood County Board

Dear Board Members,

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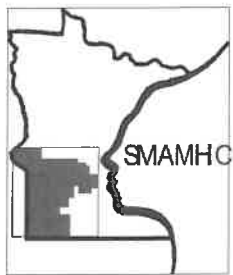
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Thank you for your consideration and support in our regional development.

Sincerely,

Kimberly Holm  
SMAMHC Director

|             |                     |
|-------------|---------------------|
| 2016 Census | County Contribution |
| 15,471      | \$2,789.73          |



2018

Chair

Pat Thomas

Co-Chair

Stacy Jorgenson

Secretary/Treasurer

Craig Myers

Director

Kimberly Holm

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SMAMHC

2200 23<sup>rd</sup> St. N.E.

Suite 2030

Willmar, MN 56201

320-441-6340

Fax: 320-441-6349

March 12, 2018

Rock County Board

Dear Board Members,

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Sincerely,

Kimberly Holm  
SMAMHC Director

|             |                     |
|-------------|---------------------|
| 2016 Census | County Contribution |
| 9,600       | \$1,731.08          |

**APRIL 2018**  
**GRANTS ~ AGREEMENTS ~ CONTRACTS**  
**for Board review and approval**

- ☐ **Women's Rural Advocacy Programs, Inc (WRAP)(Marshall, MN) – 04/01/18 to open; MOU for use of office space for meeting with victims of domestic violence approximately 1 time per week; no fee/charge (NEW).**  
*Fiscal Note: 2018 - \$0*
  
- ☐ **Advance Opportunities (Marshall, MN) – 01/01/18 to 12/31/18; Amendment to agreement due to MN Legislature increasing the minimum wage, new hourly rate \$11.58 (increase \$.18/hr)(Amendment).**  
*Fiscal Note: 2017 - \$30,658 ; this will be greatly reduced as scanning project ended 12/31/17. Remaining service provided is car detailing.*