



Southwest Health and Human Services
 Board Agenda
 Wednesday, October 21, 2015
 Government Center, 2nd 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 09/16/15 board minutes

D. Financial

E. Caseload

	09/15	08/15	07/15
Social Service	3,593	3,501	3,614
Licensing	482	481	484
Out-of-Home Placements	162	159	156
Income Maintenance	12,364	12,220	12,256
Child Support Cases	3,379	3,399	3,480
Child Support Collections	\$823,463	\$814,798	\$830,951
Non IV-D Collections	\$54,975	\$71,769	\$93,353

F. Decision Items

- 1.

G. Discussion/Information

- 1.

COMMUNITY HEALTH

- H. Call to order
- I. Consent Agenda
1. Amend/Approval of Agenda
 2. Identification of Conflict of Interest
 3. Approval of 09/16/15 board minutes
- J. Financial
- K. Caseload
- | | 09/15 | 08/15 | 07/15 |
|-----------------------------------|-------|-------|-------|
| WIC | | 2297 | 2272 |
| Family Home Visiting | 69 | 88 | 80 |
| PCA Assessments | 23 | 28 | 29 |
| Managed Care | 210 | 236 | 255 |
| Dental Varnishing | 120 | 110 | 148 |
| Refugee Health | 18 | 14 | 15 |
| Latent TB Medication Distribution | 51 | 47 | 21 |
- L. Decision Items
- 1.
- M. Discussion/Information
1. Success story – Rachel Isder & Diana Voss
 2. SCHSAC/CHB Conference – Jim Salfer
 3. PPMRS/Accreditation – Krista Kopperud & Michelle Salfer
 4. Nuisance – Jason Kloss

GOVERNING BOARD

- N. Call to order
- O. Consent Agenda
1. Amend/Approval of Agenda
 2. Identification of Conflict of Interest
 3. Approval of 09/16/15 board minutes
- P. Financial
- Q. Introduce new staff; Jessica Kruk and Tori VanOverbeke, Eligibility Workers
- R. Employee Recognition
- Wendy Crawford, 1 year, Eligibility Worker, Pipestone
 - Deb Drost, 10 years, Social Worker, Luverne
 - Stacy Fier, 10 years, Social Worker, Marshall
 - Sarah Maurice, 10 years, Social Worker, Pipestone
 - Michael Kennedy, 20 years, Lead Eligibility Worker, Pipestone

GOVERNING BOARD (cont.)

S. Decision Items

1. Ann Orren, Community Public Health Supervisor, completion of 6 month probationary period, no salary increase, effective 10/15/15
2. Karyn Groenewold, Case Aide, completion of 6 month probationary period, no salary increase, effective 10/20/15
3. Sarah Kirchner, Collections Officer, completion of 12 month probationary period, 1% salary increase (per labor agreement), effective 11/03/15
4. Kristin Malin, promotional appointment – Social Worker Team Leader to Social Services Supervisor, 12 month probationary period, \$52,020.00 annual, effective 10/12/15
5. Kelyn Meyeraan, leave without pay request
6. Karen Allen, Eligibility Worker, retirement, effective 10/30/15
7. JoEllen Benson, Eligibility Worker, retirement, effective 12/31/15
8. Elaine Lacek, Office Support Specialist, retirement, effective 12/31/15
9. Non-union minimum/maximum salaries
10. Administrative Policy Number 5 – Credit Card Policy
11. Administrative Policy Number 22 – County Self Insurance Funding
12. Personnel Policy Number 2 – Conditions of Employment
13. Personnel Policy Number 3 – Leaves and Holidays
14. Personnel Policy Number 8 – Employee Resignation
15. Personnel Policy Number 20 – Remote Access Allowance Policy
16. Personnel Policy Number 23 – Voluntary Donation of Vacation/Medical
17. Personnel Policy Number 24 – Vacation Pay Out
18. Proposal for Evaluation of HIPAA Risk Analysis
19. Contracts
20. Donations
21. Vulnerable Children and Adults Act (VCA) Service Plan
22. Labor Agreements – Public Health and Human Services

T. Discussion/Information

1. Unclaimed funds
2. Walnut Grove update – Krista Kopperud

U. Adjournment

Next Meeting Dates:

- **Wednesday, November 18, 2015 – Marshall**
- **Wednesday, December 16, 2015 – Marshall**
- **Wednesday, January 20, 2016 - Marshall**

INFORMATIONAL ONLY



CLT Appreciation Event

WHEN

October 27th, 2015
8:30am-10am

WHERE

Southwest Health and Human
Services
607 West Main Street
PH Conference rooms #1 and #2
Marshall MN

As we close out SHIP 3, we would like to honor our CLT members and community partners by sharing a meal and a short presentation, highlighting:

- * SHIP 3 accomplishments
- * Plans for the upcoming year

Breakfast Provided

Welcome:

SWHHS Board Members please join us in support of the mission and vision for *A Healthier Southwest*, grant funded by the Statewide Health Improvement Program (SHIP).

Mission:

Enhance health and well-being through increased consumption of healthy foods, increased physical activity, and reduced use and exposure to tobacco.

Vision:

Building healthy communities by encouraging healthy lifestyles.

RSVP

Email Judy at
judy.pitzl@swmhhs.com
Or call
507-532-1243 by Friday
October 23rd, 2015

SOUTHWEST HEALTH & HUMAN SERVICES

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

SUMMARY OF FINANCIAL ACCOUNTS REPORT

For the Month Ending: **September 30, 2015**

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

Description	Month	Running Balance
BEGINNING BALANCE		\$4,720,414
RECEIPTS		
Monthly Receipts	1,305,340	
County Contribution	9,982	
Interest on Investments	106	
TOTAL MONTHLY RECEIPTS		1,315,428
DISBURSEMENTS		
Monthly Disbursements	2,298,574	
TOTAL MONTHLY DISBURSEMENTS		2,298,574
ENDING BALANCE		\$3,737,268

REVENUE

<i>Checking/Money Market</i>	\$3,737,268
<i>CD's/Bonds</i>	\$1,894,000
<i>Magic Fund</i>	\$0

**Average Balance
last two years
\$6,130,297**

ENDING BALANCE

\$5,631,268

REVENUE DESIGNATION



Checking/Money Market
 CD's/Bonds
 Magic Fund

Southwest Health and Human Services

As of 09/2015

Treasurer's Cash Trial Balance

KJD 10/2/15 1:22PM

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
1 Health Services Fund	1,613,823.07			
Receipts		198,606.93	2,444,482.56	
Disbursements		68,244.22-	781,574.16-	
Payroll		198,095.11-	1,804,866.75-	
Journal Entries		0.00	862.50	
Fund Total		67,732.40-	141,095.85-	1,472,727.22
5 Human Services Fund				
General Administration	410			
Receipts	791,336.93	46,203.46	408,352.76	
Disbursements		35,328.14-	401,546.60-	
Payroll		14,915.90-	107,257.29-	
Journal Entries		0.00	40,941.81-	
Dept Total		4,040.58-	141,392.94-	649,943.99
5 Human Services Fund				
Income Maintenance	420			
Receipts	2,562,473.99-	387,462.74	4,845,267.28	
Disbursements		274,854.08-	2,883,245.84-	
Payroll		330,727.98-	3,129,300.51-	
Journal Entries		0.00	1,955.00	
Dept Total		218,119.32-	1,165,324.07-	3,727,798.06-
5 Human Services Fund				
Social Services	431			
Receipts	7,755,565.16	489,211.24	11,130,309.90	
Disbursements		111,338.70-	1,222,085.26-	
SSIS		505,537.80-	5,391,308.00-	
Payroll		535,148.31-	4,938,000.12-	
Journal Entries		0.00	2,932.50	
Dept Total		662,813.57-	418,150.98-	7,337,414.18
5 Human Services Fund				
Information Systems	461			
Receipts	1,794,967.25-	3,442.50	54,822.99	

Southwest Health and Human Services

As of 09/2015

Treasurer's Cash Trial Balance

KJD 10/2/15 1:22PM

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
5 Human Services Fund	471	LCTS Collaborative Agency		
	0.00			
Receipts		0.00	28,668.00	
Journal Entries		0.00	28,668.00	
Dept Total		0.00	0.00	0.00
Fund Total	4,189,460.85	907,983.00	1,881,344.32	2,308,116.53
61 Agency Health Insurance				
	52,721.51			
Receipts		189,900.96	1,891,314.03	
Disbursements		197,336.65	2,126,656.31	
Journal Entries		0.00	40,941.81	
Fund Total		7,435.69	194,400.47	141,678.96
71 LCTS Lyon Murray Collaborative Fund	471	LCTS Collaborative Agency		
	137,922.21			
Receipts		600.00	600.00	
Disbursements		285.60	102,511.10	
Journal Entries		0.00	12,689.00	
Dept Total		314.40	89,222.10	48,700.11
Fund Total	137,922.21	314.40	89,222.10	48,700.11
73 LCTS Rock Pipestone Collaborative Fund	471	LCTS Collaborative Agency		
	70,596.26			
Receipts		0.00	700.00	
Disbursements		113.05	41,036.05	
Journal Entries		0.00	5,381.00	
Dept Total		113.05	34,955.05	35,641.21

Southwest Health and Human Services

As of 09/2015

Treasurer's Cash Trial Balance

KJD 10/2/15 1:22PM

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Fund Total	70,596.26	113.05-	34,955.05-	35,641.21
75 Redwood LCTS Collaborative	84,241.34			
		LCTS Collaborative Agency		
Receipts	0.00	0.00	39,385.00	
Disbursements		196.35-	121,914.35-	
Journal Entries		0.00	10,598.00	
Dept Total		196.35-	71,931.35-	12,309.99
Fund Total	84,241.34	196.35-	71,931.35-	12,309.99
77 Local Advisory Council	1,772.99			
		Local Advisory Council		
Disbursements		0.00	321.41-	1,451.58
Dept Total		0.00	321.41-	
Fund Total	1,772.99	0.00	321.41-	1,451.58
All Funds	6,150,538.23			
Receipts	1,315,427.83		20,843,902.52	
Disbursements	688,512.46-		7,689,980.03-	
SSIS	505,537.80-		5,391,308.00-	
Payroll	1,104,523.66-		10,181,635.04-	
Journal Entries		0.00	5,750.00	
Total	983,146.09-		2,413,270.55-	3,737,267.68

Southwest Health and Human Services



KJD
10/2/15 1:23PM

1 Health Services Fund

Trial Balance
As of 09/2015

Report Basis: Cash

Account	Beginning Balance	Actual This- Month	Actual Year- To- Date	Current Balance
----- Assets -----				
1001 Cash in Bank - Checking	1,613,823.07	67,732.40-	141,095.85-	1,472,727.22
1090 Investments	334,962.50	0.00	862.50-	334,100.00
Total Assets	1,948,785.57	67,732.40-	141,958.35-	1,806,827.22
--- Liabilities and Balance ---				
Liabilities				
Total Liabilities	0.00	0.00	0.00	0.00
Fund Balance				
2881 Unassigned Fund Balance	1,948,785.57-	0.00	0.00	1,948,785.57-
2885 Revenue Control	0.00	198,567.00-	2,429,942.94-	2,429,942.94-
2887 Expenditure Control	0.00	266,299.40	2,571,901.29	2,571,901.29
Total Fund Balance	1,948,785.57-	67,732.40	141,958.35	1,806,827.22-
Total Liabilities and Balance	1,948,785.57-	67,732.40	141,958.35	1,806,827.22-
410 General Administration				
----- Assets -----				
Total Assets	0.00	0.00	0.00	0.00
--- Liabilities and Balance ---				
Liabilities				
Total Liabilities	0.00	0.00	0.00	0.00
Total Liabilities and Balance	0.00	0.00	0.00	0.00
1 Health Services Fund				

Southwest Health and Human Services



KJD
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5 Human Services Fund

Trial Balance
As of 09/2015
Report Basis: Cash

<u>Account</u>	<u>Beginning Balance</u>	<u>Actual This- Month</u>	<u>Actual Year- To- Date</u>	<u>Current Balance</u>
410 General Administration				
1001 Cash In Bank - Checking	791,336.93	4,040.58-	141,392.94-	649,943.99
Total Assets	791,336.93	4,040.58-	141,392.94-	649,943.99
--- Liabilities and Balance----				
Liabilities				
2088 Due to Fiduciary Funds	40,941.81-	0.00	40,941.81	0.00
2090 Due To Flexible Plan Employees	2,028.02	0.00	449.70-	1,578.32
Total Liabilities	38,913.79-	0.00	40,492.11	1,578.32
Fund Balance				
2881 Unassigned Fund Balance	752,423.14-	0.00	0.00	752,423.14-
2887 Expenditure Control	0.00	4,040.58	100,900.83	100,900.83
Total Fund Balance	752,423.14-	4,040.58	100,900.83	651,522.31-
Total Liabilities and Balance	791,336.93-	4,040.58	141,392.94	649,943.99-
420 Income Maintenance				
1001 Cash In Bank - Checking	2,562,473.99-	218,119.32-	1,165,324.07-	3,727,798.06-
1090 Investments	625,915.00	0.00	1,955.00-	623,960.00
Total Assets	1,936,558.99-	218,119.32-	1,167,279.07-	3,103,838.06-
--- Liabilities and Balance----				
Liabilities				
Total Liabilities	0.00	0.00	0.00	0.00
Fund Balance				
2881 Unassigned Fund Balance	1,936,558.99	0.00	0.00	1,936,558.99
2885 Revenue Control	0.00	382,910.42-	4,743,809.65-	4,743,809.65-
2887 Expenditure Control	0.00	601,029.74	5,911,088.72	5,911,088.72
Total Fund Balance	1,936,558.99	218,119.32	1,167,279.07	3,103,838.06
Total Liabilities and Balance	1,936,558.99	218,119.32	1,167,279.07	3,103,838.06
431 Social Services				
-----Assets-----				

Southwest Health and Human Services

KJD
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5 Human Services Fund

Trial Balance
As of 09/2015

Report Basis: Cash

Account	Beginning Balance	Actual This-Month	Actual Year-To-Date	Current Balance
1001 Cash In Bank - Checking	7,755,565.16	662,813.57	418,150.98	7,337,414.18
1090 Investments	938,872.50	0.00	2,932.50	935,940.00
1205 County Advances - MFIP (Chippewa Cty)	80,749.47	0.00	0.00	80,749.47
Total Assets	8,775,187.13	662,813.57	421,083.48	8,354,103.65
--- Liabilities and Balance----- Liabilities				
Total Liabilities	0.00	0.00	0.00	0.00
Fund Balance				
2881 Unassigned Fund Balance	8,775,187.13	0.00	0.00	8,775,187.13
2885 Revenue Control	0.00	450,081.14	10,853,989.78	10,853,989.78
2887 Expenditure Control	0.00	1,112,894.71	11,275,073.26	11,275,073.26
Total Fund Balance	8,775,187.13	662,813.57	421,083.48	8,354,103.65
Total Liabilities and Balance	8,775,187.13	662,813.57	421,083.48	8,354,103.65
461 Information Systems				
-----Assets-----				
1001 Cash In Bank - Checking	1,794,967.25	23,009.53	156,476.33	1,951,443.58
Total Assets	1,794,967.25	23,009.53	156,476.33	1,951,443.58
--- Liabilities and Balance----- Liabilities				
Total Liabilities	0.00	0.00	0.00	0.00
Fund Balance				
2881 Unassigned Fund Balance	1,794,967.25	0.00	0.00	1,794,967.25
2885 Revenue Control	0.00	3,442.50	54,792.99	54,792.99
2887 Expenditure Control	0.00	26,452.03	211,269.32	211,269.32
Total Fund Balance	1,794,967.25	23,009.53	156,476.33	1,951,443.58
Total Liabilities and Balance	1,794,967.25	23,009.53	156,476.33	1,951,443.58
471 LCTS Collaborative Agency				
-----Assets-----				
Total Assets	0.00	0.00	0.00	0.00
--- Liabilities and Balance----- Liabilities				
Total Liabilities	0.00	0.00	0.00	0.00

Southwest Health and Human Services

RM- Stmt of Revenues & Expenditures

As Of 09/2015

Report Basis: Cash



DESCRIPTION	CURRENT MONTH	YEAR TO- DATE	2015 BUDGET	% OF BUDG	% OF YEAR
FUND 1 HEALTH SERVICES FUND					
REVENUES					
CONTRIBUTIONS FROM COUNTIES	0.00	572,565.00-	763,420.00-	75	75
INTERGOVERNMENTAL REVENUES	647.44-	145,514.97-	336,450.00-	43	75
STATE REVENUES	76,868.18-	611,623.91-	813,453.00-	75	75
FEDERAL REVENUES	78,347.91-	748,395.43-	965,792.00-	77	75
FEES	42,457.57-	332,579.51-	487,199.00-	68	75
EARNINGS ON INVESTMENTS	15.91-	13,511.56-	1,200.00-	1,126	75
MISCELLANEOUS REVENUES	229.99-	5,752.56-	0.00	0	75
TOTAL REVENUES	198,567.00-	2,429,942.94-	3,367,514.00-	72	75
EXPENDITURES					
PROGRAM EXPENDITURES	0.00	0.00	0.00	0	75
PAYROLL AND BENEFITS	198,095.11	1,804,866.75	2,567,555.00	70	75
OTHER EXPENDITURES	68,204.29	767,034.54	799,959.00	96	75
TOTAL EXPENDITURES	266,299.40	2,571,901.29	3,367,514.00	76	75

Southwest Health and Human Services



KJD

10/2/15 1:23PM

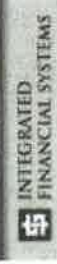
RM- Stmt of Revenues & Expenditures

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As Of 09/2015 Report Basis: Cash

DESCRIPTION	CURRENT MONTH	YEAR TO- DATE	2015 BUDGET	% OF BUDG	% OF YEAR
FUND 5 HUMAN SERVICES FUND					
REVENUES					
CONTRIBUTIONS FROM COUNTIES	9,982.16-	4,904,878.31-	9,179,271.00-	53	75
INTERGOVERNMENTAL REVENUES	0.00	35,400.19-	36,804.00-	96	75
STATE REVENUES	235,387.27-	3,595,442.80-	3,914,232.00-	92	75
FEDERAL REVENUES	336,099.61-	4,804,235.82-	6,821,224.00-	70	75
FEES	170,002.20-	1,366,735.10-	1,750,500.00-	78	75
EARNINGS ON INVESTMENTS	90.20-	23,502.63-	15,000.00-	157	75
MISCELLANEOUS REVENUES	84,872.62-	922,397.57-	1,210,923.00-	76	75
TOTAL REVENUES	836,434.06-	15,652,592.42-	22,927,954.00-	68	75
EXPENDITURES					
PROGRAM EXPENDITURES	659,641.49	6,984,732.55	8,659,766.00	81	75
PAYROLL AND BENEFITS	895,417.69	8,377,521.01	11,929,861.00	70	75
OTHER EXPENDITURES	189,357.88	2,136,078.57	2,338,327.00	91	75
TOTAL EXPENDITURES	1,744,417.06	17,498,332.13	22,927,954.00	76	75

Southwest Health and Human Services



Revenues & Expend by Prog,Dept,Fund

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KJD
10/2/15 1:24PM

Report Basis: Cash

Element	Description	Account Number	Current Month	Year-To-Date	Budget	% of Bdgt	% of Year
510 PROGRAM	SHIP		17,298.81-	170,826.11-	270,000.00-	63	75
			40,368.75	241,383.87	270,265.00	89	75
			23,069.94	70,557.76	265.00	26,626	75
530 PROGRAM	Clearway Grant		0.00	112,472.88-	150,000.00-	75	75
			5,794.32	74,180.87	143,031.00	52	75
			5,794.32	38,292.01-	6,969.00-	549	75
900 PROGRAM	Emergency Preparedness		0.00	85,420.38-	110,000.00-	78	75
			11,748.48	84,174.59	120,597.00	70	75
			11,748.48	1,245.79-	10,597.00	12-	75
901 PROGRAM	Med Reserve Corps		0.00	3,500.00-	3,500.00-	100	75
			21.99	174.85	2,796.00	6	75
			21.99	3,325.15-	704.00-	472	75
483 DEPT	Health Education	Totals:	22,664.45-	460,575.21-	606,300.00-	76	75
			66,058.03	490,245.21	688,859.00	71	75
			43,393.58	29,670.00	82,559.00	36	75
485 DEPT	Environmental Health		10,459.57-	81,488.59-	138,000.00-	59	75
800 PROGRAM	Environmental		10,572.41	98,310.32	161,721.00	61	75
			112.84	16,821.73	23,721.00	71	75
820 PROGRAM	Healthy Homes Grant		0.00	11,418.78-	18,079.00-	63	75
			549.77	20,448.06	18,229.00	112	75
			549.77	9,029.28	150.00	6,020	75
485 DEPT	Environmental Health	Totals:	10,459.57-	92,907.37-	156,079.00-	60	75
			11,122.18	118,758.38	179,950.00	66	75
			662.61	25,851.01	23,871.00	108	75
1 FUND	Health Services Fund	Totals:	198,567.00-	2,429,942.94-	3,367,514.00-	72	75
			266,299.40	2,571,901.29	3,367,514.00	76	75
			67,732.40	141,958.35	0.00	0	75

Southwest Health and Human Services



KJD
10/2/15 1:24PM

Revenues & Expend by Prog,Dept,Fund

Report Basis: Cash

Element	Description	Account Number	Current Month	Year-To-Date	Budget	% of Bdgt	% of Year
760 PROGRAM	Adult Services		100,167.46-	813,392.42-	1,027,000.00-	79	75
			Expend. 5,017.72	103,941.55	144,000.00	72	75
			Net 95,149.74-	709,450.87-	883,000.00-	80	75
765 PROGRAM	Adults Waivers		33,309.46-	301,654.03-	410,000.00-	74	75
			Expend. 4,422.09	41,360.89	27,000.00	153	75
			Net 28,887.37-	260,293.14-	383,000.00-	68	75
431 DEPT	Social Services	Totals:	Revenue 450,081.14-	10,853,989.78-	13,849,900.00-	78	75
			Expend. 1,112,894.71	11,275,073.26	15,073,771.00	75	75
			Net 662,813.57	421,083.48	1,223,871.00	34	75
461 DEPT	Information Systems						
0 PROGRAM	...		3,442.50-	54,792.99-	78,500.00-	70	75
			Expend. 26,452.03	211,269.32	350,215.00	60	75
			Net 23,009.53	156,476.33	271,715.00	58	75
461 DEPT	Information Systems	Totals:	Revenue 3,442.50-	54,792.99-	78,500.00-	70	75
			Expend. 26,452.03	211,269.32	350,215.00	60	75
			Net 23,009.53	156,476.33	271,715.00	58	75
5 FUND	Human Services Fund	Totals:	Revenue 836,434.06-	15,652,592.42-	22,927,954.00-	68	75
			Expend. 1,744,417.06	17,498,332.13	22,927,954.00	76	75
			Net 907,983.00	1,845,739.71	0.00	0	75
FINAL TOTALS	959 Accounts		Revenue 1,035,001.06-	18,082,535.36-	26,295,468.00-	69	75
			Expend. 2,010,716.46	20,070,233.42	26,295,468.00	76	75
			Net 975,715.40	1,987,698.06	0.00	0	75

SOUTHWEST HEALTH AND HUMAN SERVICES CHECK REGISTER
SEPTEMBER 2015

DATE	RECEIPT or CHECK #	DESCRIPTION	+ DEPOSITS	-DISBURSEMENTS	BALANCE
	BALANCE FORWARD				4,720,413.77
9/1/15	14742-14760	Dep	68,539.29		4,788,953.06
9/4/15	6938-6961	PAYROLL		122,651.33	4,666,301.73
9/4/15	32972-33215 ACH	PAYROLL		432,342.43	4,233,959.30
9/8/15	59627-59669	Disp		3,887.41	4,230,071.89
9/8/15	59670-59803	Disp		149,579.83	4,080,492.06
9/8/15	1062-1081 ACH	Disp		3,444.72	4,077,047.34
9/4/15	14761-14822	Dep	194,037.95		4,271,085.29
9/8/15	59804	Disp		105.00	4,270,980.29
9/8/15	9338	Disb		66,952.93	4,204,027.36
9/8/15	14823-14852	Dep	164,139.83		4,368,167.19
9/10/15	9339	Disb		8,115.66	4,360,051.53
9/10/15	9340	Disb		57,297.03	4,302,754.50
9/14/15	59805-59832	Disb		2,579.24	4,300,175.26
9/14/15	59833-59944	Disb		218,665.25	4,081,510.01
9/14/15	1082-1093 ACH	Disb		1,567.74	4,079,942.27
9/11/15	14853-14917	Dep	209,502.04		4,289,444.31
9/14/15	9341	Disb		18,448.59	4,270,995.72
9/15/15	14918-14948	Dep	86,154.88		4,357,150.60
9/18/15	6962-6977	PAYROLL		121,890.31	4,235,260.29
9/18/15	33216-33454 ACH	PAYROLL		427,639.59	3,807,620.70
9/18/15	59945-60038	Disb		10,280.20	3,797,340.50
9/18/15	60039-60233	Disb		78,757.25	3,718,583.25
9/18/15	1094 ACH	Disb		294.75	3,718,288.50
9/18/15	14949-14993	Dep	206,591.24		3,924,879.74
9/21/15	60234-60288	Disb		7,104.76	3,917,774.98
9/21/15	60289-60392	Disb		179,132.06	3,738,642.92
9/21/15	1095-1102 ACH	Disb		757.27	3,737,885.65
9/16/15	20412	Interest	106.11		3,737,991.76
9/21/15	9342	Disb		28,788.22	3,709,203.54
9/22/15	14994-15034	Dep	97,608.41		3,806,811.95
9/23/15	9343	Disb		8,985.65	3,797,826.30
9/28/15	60393-60463	Disb		15,087.37	3,782,738.93
9/28/15	1103 ACH	disb		153.60	3,782,585.33
9/28/15	60464-60558	Disb		235,283.12	3,547,302.21
9/28/15	1104-1111 ACH	Disb		1,240.18	3,546,062.03
9/25/15	15035-15093	Dep	258,561.09		3,804,623.12
9/28/15	9344	Disb		25,849.88	3,778,773.24
9/30/15	60559-60610	Disb		5,006.99	3,773,766.25
9/30/15	60611-60647	Disb		66,597.68	3,707,168.57
9/30/15	1112-1113 ACH	Disb		87.88	3,707,080.69
9/29/15	15094-095,15103-110,1512-15136	Dep	29,896.99		3,736,977.68
9/30/15	15137-15139	Dep	290.00		3,737,267.68
					3,737,267.68
	balanced 10/1/15 jvp	TOTALS	1,315,427.83	2,298,573.92	

Adult - Social Services Caseload

Average	Adult Brain Injury (BI)	Adult Community Alternative Care (CAC)	Adult Community Alternatives for Disabled Individuals (CADI)	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
2014	14	14	242	331	37	842	28	484	464	334	2789
2015	12	13	225	310	35	820	24	414	461	349	2662
2016											
2017											

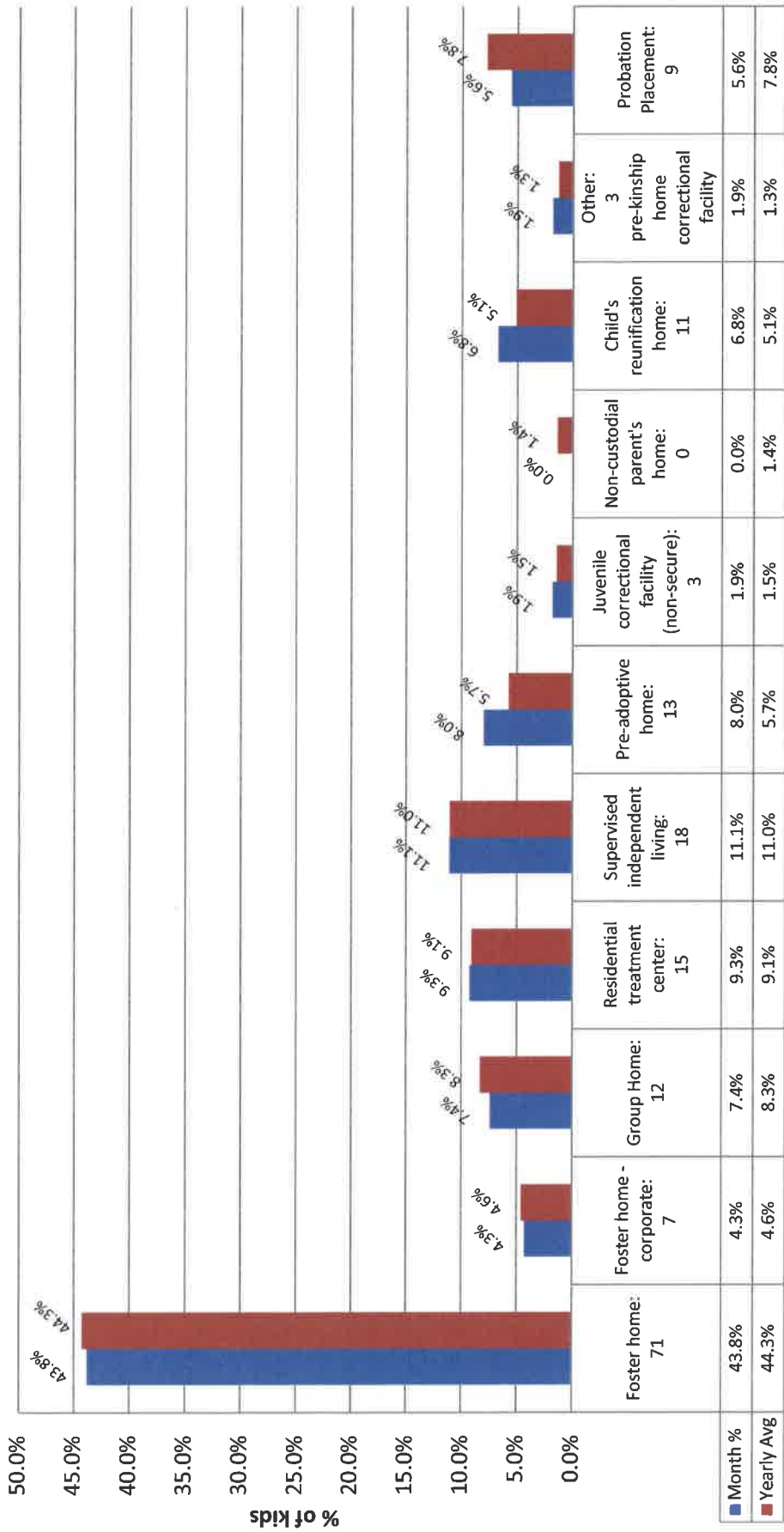
2015	Adult Brain Injury (BI)	Adult Community Alternative Care (CAC)	Adult Community Alternatives for Disabled Individuals (CADI)	Adult Mental Health (AMH)	Adult Protective Services (APS)	Adult Services (AS)	Alternative Care (AC)	Chemical Dependency (CD)	Developmental Disabilities (DD)	Elderly Waiver (EW)	Total Programs
January	12	13	224	323	36	821	24	416	461	332	2662
February	12	14	221	318	34	834	24	403	458	331	2649
March	12	13	222	317	28	839	23	401	460	351	2666
April	12	13	225	308	32	823	24	440	461	350	2688
May	12	13	225	312	37	828	23	432	459	354	2695
June	12	13	222	307	38	826	24	417	462	354	2675
July	12	13	224	298	40	803	24	451	464	360	2689
August	12	13	235	297	32	782	23	354	462	361	2571
September	12	13	236	293	31	814	23	388	462	359	2631
October											
November											
December											
	12	13	226	308	34	819	24	411	461	350	2658

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
2014	42	18	0	4	31	127	104	106	0	1	16	449
2015	36	16	0	3	29	144	126	101	0	1	20	476
2016												
2017												

2015	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	36	15	0	3	28	142	120	100	0	1	28	473
February	35	15	0	3	27	160	132	103	0	1	23	499
March	36	16	0	3	27	151	138	99	0	1	22	493
April	38	17	0	3	29	155	131	103	0	1	17	494
May	38	16	0	3	28	144	123	105	0	1	15	473
June	38	14	0	3	29	149	128	103	0	1	18	483
July	34	16	0	3	29	120	120	97	0	1	21	441
August	35	16	0	3	32	131	119	94	0	2	17	449
September	35	13	0	3	34	162	125	91	0	1	16	480
October												
November												
December												
	36	15	0	3	29	146	126	99	0	1	20	476

**September 2015 - Placement by Category
162 Kids in Placement**



2015 KIDS IN OUT OF HOME PLACEMENT - BY COUNTY

	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	YTD Average	2014 Average
Lincoln	5	9	9	9	9	5	10	11	12				9	5
Lyon	39	41	46	49	51	52	48	49	48				47	36
Murray	4	4	5	9	5	4	4	5	4				5	8
Pipestone	22	21	20	21	24	21	22	21	25				22	20
Redwood	47	52	58	58	64	66	60	60	60				58	46
Rock	14	10	11	11	12	12	12	13	13				12	16
Monthly Totals	131	137	149	157	165	160	156	159	162	0	0	0		

September 2015: Total kids in placement = 162

Total of 10 Children entered placement

1	Lincoln	Residential Treatment
1	Lyon	Foster Home
4	Pipestone	Foster Home
1	Redwood	Group Home
1	Redwood	Foster Home
1	Redwood	Probation
1	Rock	Residential Treatment

Total of 7 Children were discharged from placement (discharges from previous month)

1	Lyon	Group Home
1	Lyon	Probation
1	Murray	Independent Living
1	Redwood	Group Home
2	Redwood	Probation
1	Rock	Foster Home

NON IVD COLLECTIONS
SEPTEMBER 2015

PROGRAM	ACCOUNT	TOTAL
MSA/GRH	05-420-605.5802	0.00
TANF (MFIP/DWP/AFDC)	05-420-610.5803	185.00
GA	05-420-620.5803	412.70
FS	05-420-630.5803	86.00
CS (PI Fee, App Fee, etc)	05-420-640.5501	560.00
MA Recoveries & Estate Collections (25% retained by agency)	05-420-650.5803	23,074.27
REFUGEE	05-420-680.5803	60.00
CHILDRENS		
Parental Fees, Holds	05-431-710.5501	4,679.96
OOH/FC Recovery	05-431-710.5803	15,602.80
CHILDCARE		
Licensing	05-431-720.5502	1,950.00
Corp FC Licensing	05-431-710.5505	1,200.00
Over Payments	05-431-721&722.5803	0.00
CHEMICAL DEPENDENCY		
CD Assessments	05-431-730.5519	4,338.99
Detox Fees	05-431-730.5520	2,730.56
MENTAL HEALTH		
Insurance Copay	05-431-740.5803	0.00
Over Payments	05-431-741 or 742.5803	94.91
DEVELOPMENTAL DISABILITIES		
Insurance Copay/Overpayments	05-431-750.5803	0.00
ADULT		
Insurance Copay/Overpayments	05-431-760.5803	0.00
TOTAL NON-IVD COLLECTIONS		54,975

Non-Union

Current Accounting Techs
Proposed Accounting Techs

	Minimum	Hourly	Low Mid	Salaried Hourly	Midpoint	Hourly	High Mid	Hourly	Maximum	Hourly
2016	\$0.00									\$23.87
2017	\$0.00									
2018	\$24,948 + Merit System Cost of Living									
	\$34,080.00	\$17.48			\$50,256.00	\$25.77			\$66,432.00	\$34.07
	\$37,488.00	\$19.22	\$43,063.25	\$22.08	\$48,638.50	\$24.94	\$54,213.75	\$27.80	\$59,789.00	\$30.66

Current Fiscal Officer
Proposed Fiscal Officer

	Minimum	Hourly	Low Mid	Salaried Hourly	Midpoint	Hourly	High Mid	Hourly	Maximum	Hourly
2016	\$35,784.00									
2017	\$37,488.00									
2018	\$37,488 + Merit System Cost of Living									
	\$23,304.00	\$11.95			\$33,372.00	\$17.11			\$43,440.00	\$22.28

Current Info Systems Specialist
Proposed Info Systems Specialist

	Minimum	Hourly	Low Mid	Salaried Hourly	Midpoint	Hourly	High Mid	Hourly	Maximum	Hourly
2016	\$0.00									
2017	\$0.00									
2018	\$23,304 + Merit System Cost of Living									
	\$34,080.00	\$17.48			\$50,256.00	\$25.77			\$66,432.00	\$34.07
	\$37,488.00	\$19.22	\$43,063.25	\$22.08	\$48,638.50	\$24.94	\$54,213.75	\$27.80	\$59,789.00	\$30.66

Current Info Tech Specialist
Proposed Info Tech Specialist

	Minimum	Hourly	Low Mid	Salaried Hourly	Midpoint	Hourly	High Mid	Hourly	Maximum	Hourly
2016	\$35,784.00									
2017	\$37,488.00									
2018	\$37,488 + Merit System Cost of Living									
	\$35,652.00	\$18.28			\$54,126.00	\$27.76			\$72,600.00	\$37.23
	\$40,000.00	\$20.51	\$47,000.00	\$24.10	\$54,000.00	\$27.69	\$61,000.00	\$31.28	\$68,000.00	\$34.87

Current Info Tech Specialist, Senior
Proposed Info Tech Specialist, Senior

	Minimum	Hourly	Low Mid	Salaried Hourly	Midpoint	Hourly	High Mid	Hourly	Maximum	Hourly
2016	\$37,826.00									
2017	\$40,000.00									
2018	\$40,000 + Merit System Cost of Living									
	\$32,604.00	\$16.72			\$46,686.00	\$23.94			\$60,768.00	\$31.16

Current Human Resources
Proposed Human Resources

	Minimum	Hourly	Low Mid	Salaried Hourly	Midpoint	Hourly	High Mid	Hourly	Maximum	Hourly
2016	\$0.00									
2017	\$0.00									
2018	\$32,604 + Merit System Cost of Living									

Current Social Services Supervisors

	\$52,020.00	\$26.68			\$76,524.00	\$39.24			\$101,028.00	\$51.81
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**SOUTHWEST HEALTH AND HUMAN SERVICES
ADMINISTRATIVE POLICY NUMBER 5**

EFFECTIVE DATE: 01/01/11

REVISION DATE: ~~05/15/13~~ 10/21/15

AUTHORITY: Southwest Health and Human Services Joint Governing Board
Minnesota Statute 375.171

--- CREDIT CARD POLICY ---

Section 1 – Purpose

- a. The purpose of this policy is to provide user information to those employees who have been approved by the Southwest Health and Human Services Governing Board to do business for Southwest Health and Human Services using a credit card issued in the county's name.

Section 2 - Authority to Establish

- a. A county board may authorize the use of a credit card by any county officer otherwise authorized to make a purchase on behalf of the county. If an employee makes a purchase by credit card that is not approved by the county board, the employee is personally liable for the amount of the purchase. A purchase by credit card must otherwise comply with all statutes, rules or county policy applicable to county purchases.

SCOPE - It is the policy of Southwest Health and Human Services to allow the use of a credit card by the Director, Deputy Director, Social Services Division Director and Public Health Division Director for certain expenses as outlined below.

Section 3 – Authorization

- a. Southwest Health and Human Services Governing Board approval is necessary for a department head to obtain a credit card.
- b. At this time cards will be issued to: the Director, Deputy Director, Social Services Division Director, Health Educator Supervisor, and Public Health Division Director.
- c. The above named individuals are the only ones authorized to use the card.
- d. The Southwest Health and Human Services Governing Board may, at any time and without notice, cancel credit card use authorization.

**SOUTHWEST HEALTH AND HUMAN SERVICES
ADMINISTRATIVE POLICY NUMBER 5**

- e. The Southwest Health and Human Services Governing Board shall review credit card use randomly. If it is determined that credit card use is not in the best interest of Southwest Health and Human Services, they may discontinue credit card privileges.

Section 4 – Controls

- a. The Southwest Health and Human Services Governing Board will approve or deny any request for a credit card.
- b. All existing purchasing policies apply to purchases made on a credit card.
- c. All receipts must be obtained by the person using the card and presented to accounting for reconciliation of the billing.
- d. It will be the responsibility of the Deputy Director to cancel a lost card immediately and to notify the Director and the Southwest Health and Human Services Governing Board of the same.
- e. The Board authorizes a credit card limit of ~~\$15,000~~ 25,000.

Section 5 - Eligible Uses of the Credit Card

- a. The credit card may be used to:
- Guarantee and pay for hotel rooms for conferences, meeting attendance, or client related travel.
 - Purchase supplies and/or materials when purchase of the items by credit card is more time and cost efficient than if purchased by a county warrant (i.e. on line purchases).
 - Out of state travel related to a client and/or approved by the Southwest Health and Human Services Governing Board.
 - Purchasing refreshments or food items for a group such as trainings, employee recognition, or meetings.

Section 6 - Ineligible Uses of the Credit Card

- a. The credit card may not be used for:
- Personal purchases. Absolutely no personal use of the card is allowed.
 - Individual staff meal expenses that should be reimbursed through forms AG#100 or AG#101, as per Personnel Policy Number 6.
 - Gratuities and excess daily meal allowance.
 - Gasoline for any personal vehicle.
 - Cash advances.

**SOUTHWEST HEALTH AND HUMAN SERVICES
ADMINISTRATIVE POLICY NUMBER 5**

- Alcoholic beverages.
- b. Any unallowable expenses charged on a card will be the responsibility of the employee making the purchase. It is the Director and Deputy Director's responsibility to ensure that only reimbursable expenses are charged on the card.

Section 7 - Monthly Reconciliation

- a. Each month the administrative accounting technician and/or case aide will be sent the monthly billing statement. It is the personal responsibility of the Director and Deputy Director to submit the proper original receipts immediately upon receipt to accounting.
- b. The Fiscal Supervisor will reconcile the monthly statement with all original receipts.
- c. No fees or interest charged by a card company because of late payments due to untimely submission of records to accounting will be paid from county funds. ~~The cardholders~~The cardholders will be personally responsible for those fees if they appear on the billing for their department.

**SOUTHWEST HEALTH AND HUMAN SERVICES
ADMINISTRATIVE POLICY NUMBER 22**

EFFECTIVE DATE: 10/21/15

REVISION DATE:

AUTHORITY: MS Chapter 471

MN Rules §2785

--- COUNTY SELF INSURANCE FUNDING ---

Section 1 - Purpose

- a. Southwest Health and Human Services (SWHHS) recognizes the need to provide health insurance benefits to its employees in order to retain and attract a high quality workforce. In order to maintain a health insurance benefit that is affordable and sustainable over the long term, SWHHS has moved to a self-insured model for its health insurance benefits. SWHHS is making this change to focus on its goals to minimize risk and provide adequate reserves, limit overall risk to the County and our employees. Reserves that are necessary to meet these goals include; 1) run out liability, 2) maximum liability reserve, and 3) rate stabilization. The conservative nature of this policy will work to meet the County's goal of limiting overall risk.

Section 2 – Run Out Liability Reserve

- a. Purpose: As a self-funded plan, we pay the actual claims up to our stop loss liability as they are processed. There is generally a two to three month delay between when the service is received and the claim is processed. A run out liability reserve is used to pay claims if the county would change to another type of plan in the future.
- b. Funding Requirement: On August 1 of each year, the plan shall hold 25% of the expected annual claims for the upcoming plan year in reserves. If the plan fails to hold the required reserve, the plan rates for the following year shall increase to a level sufficient to fund the run out liability.

Section 3 - Maximum Liability Reserve

- a. Purpose: The plan carries stop-loss reinsurance in the amount of 125% of our expected annual claims. In order to plan for catastrophic losses, the plan needs to charge a premium or carry sufficient reserves to cover the maximum liability that could occur.

**SOUTHWEST HEALTH AND HUMAN SERVICES
ADMINISTRATIVE POLICY NUMBER 22**

- b. Funding Requirement: Based on reserve balances as of August 1, the plan shall either charge a premium equal to 125% of expected annual claims or shall carry sufficient maximum liability reserves were the premiums and reserves equal 125% of the expected annual claims for the upcoming year.

Section 4 – Rate Stabilization Reserve

- a. Purpose: The goal of making a change to the county health insurance structure in 2014 is to ultimately smooth out health insurance costs from year to year. It is important to increase the rate stabilization reserve in good years and to spend down the rate stabilization reserve in bad years. This will allow rates to fluctuate in a predictable manner. When funding allows it, it is the goal of the county to carry a rate stabilization reserve equal to 50% of the expected annual claims.
- b. Developing and using the rate stabilization reserve: Once the run out liability and the maximum liability reserves have been full funded, any excess funds shall be placed in the rate stabilization reserve.

Section 5 – Setting Premiums

- a. Annually, the County will receive the annual expected claims for the upcoming year from our Third-Party Administrator (TPA). The annual expected claims data from the TPA will also include rate information for the various plans provided by the County. The County will base the upcoming year's rates using the following steps:
 - 1) Rates shall be increased to fund any deficit created in the run out liability and maximum liability reserves.
 - 2) After any rate increases are applied based on step 1, then the tables in Appendix A shall be used as a guide in developing the upcoming year's rates. In all cases, the County Board may deviate from these guidelines, if justifiable.

**SOUTHWEST HEALTH AND HUMAN SERVICES
ADMINISTRATIVE POLICY NUMBER 22**

Appendix A

The following tables are to be used as guides in developing health insurance rates for future years. In all cases, the County Board could deviate from these guidelines when it is found justifiable.

Expected annual claims increase less than 5%:

Rate stabilization reserve funded at:	Rates:
Less than 25%	Shall increase to fully fund the rate stabilization reserve, but not exceeding 10% previous year's rates.
25.1 to 50%	Shall increase to fully fund the rate stabilization reserve, but not exceeding 5% previous year's rates.
50.1% or more	Shall be set at expected claims level.

Expected annual claims increase by 5.1% to 10%:

Rate stabilization reserve funded at:	Rates:
0 to 25%	Shall increase 12.5% over last year's rates.
25.1 to 35%	Shall increase 10% over last year's rate.
35.1% or more	Shall be set at expected claims level.

Expected annual claims increase by 10.1% to 15%:

Rate stabilization reserve funded at:	Rates:
0 to 10%	Shall increase the expected claim rate plus 1%.
10.1% to 25%	Shall be set at expected claims level.
25.1% or more	Shall increase 10% over last year's rate.

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

EFFECTIVE DATE: 01/01/11

REVISION DATE: ~~06/17/15~~ 10/21/15

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

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

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.
- 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

**SOUTHWEST HEALTH AND HUMAN SERVICES
PERSONNEL POLICY NUMBER 3**

EFFECTIVE DATE: 01/01/11

REVISION DATE: ~~06/17/15~~ 10/21/15

AUTHORITY: Southwest Health and Human Services Joint Governing Board

--- LEAVES AND HOLIDAYS ---

Section 1 – Vacation Leave

a. ~~Each permanent or probationary full-time employee shall earn, on the last working day of each payroll period:~~

- ~~• 3.7 hours of vacation leave for 1–5 years of service~~
- ~~• 5.55 hours of vacation leave for 6–9 years of service~~
- ~~• 6.45 hours of vacation for 10–14 years of service~~
- ~~• 7.35 hours of vacation leave for 15+ years of service~~

Each permanent, temporary, 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 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.

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.

**SOUTHWEST HEALTH AND HUMAN SERVICES
PERSONNEL POLICY NUMBER 3**

grandparents, grandchildren, nieces, nephews, 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.

- 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, nieces, nephews, and spouse's parents.
- 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 24th 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

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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 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 8**

EFFECTIVE DATE: 11/16/11

REVISION DATE: ~~01/01/15~~ 10/21/15

AUTHORITY: Southwest Health and Human Services Joint Governing Board

--- EMPLOYEE RESIGNATION ---

Section 1 – Resignation Procedures

- a. A minimum of ~~ten working days~~ 2 weeks notice shall be given. A four week notice is preferred.
- b. Written resignation which contains an effective date shall be submitted to the immediate supervisor with a copy to the Division Director and Director. The immediate supervisor will respond in writing to the resignation letter. The response will include the date the resignation was received and the effective date of the resignation.
- c. Employees may not use more than three days of vacation leave during the last two weeks of employment.
- d. 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.
- e. 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.
- f. Office keys, manuals, and assigned equipment must be turned in to the supervisor on the last working day.
- g. Exit interview (AG#076) is optional and will be offered by the Deputy Director prior to the last working day. Separation Rating form (DHS 858) must be completed by supervisor prior to the last working day.
- h. Employees will remain covered under the agency's group insurance policy through the end of the month of the month of resignation.
- i. Employees may purchase continued insurance coverage (single and dependent) at actual cost under COBRA. Coverage will be discontinued if premiums are not paid within deadline set by the agency. (See accounting for details.)
- j. An employee who terminates employment the day before a paid holiday will be

**SOUTHWEST HEALTH AND HUMAN SERVICES
PERSONNEL POLICY NUMBER 8**

paid only through their last work day. In the case when an employee terminates employment during a month, the paid holiday will be counted as a work day if the holiday falls during the period of employment. In this instance, holiday pay and earned leave will be prorated.

- k. When any employee separates from employment, the wages unpaid at the time the employee separates shall be paid in full not later than the first regularly scheduled payday following the employee's final day of employment. **Cutoff for payroll is Monday noon the week of a pay date, unless Monday is a holiday then cutoff is Tuesday noon. If an employee's last date of employment falls on the week of payroll then the employee's final payroll check will be the following pay date.** Final time sheet **MUST** be completed and approved by supervisor before pay check will be distributed.

- l. All procedures must be completed before the final pay check is released.

Agency Forms Regarding This Policy:
AG#076 – Exit Interview

**SOUTHWEST HEALTH AND HUMAN SERVICES
PERSONNEL POLICY NUMBER 20**

EFFECTIVE DATE: 01/01/11

REVISION DATE: ~~07/01/14~~ 01/01/16

AUTHORITY: Southwest Health and Human Services Joint Governing Board

--- REMOTE ACCESS ALLOWANCE POLICY ---

Section 1 - Policy Statement

- a. Southwest Health and Human Services is committed to providing employees the tools and resources they need to perform their job responsibilities successfully. Employees whose position requires them to have remote accessibility may receive extra compensation, in the form of an allowance, to cover business-related costs. The requirement of remote accessibility can include the need for a cell phone, or a personal digital assistant (i.e., Smart phone). This policy is intended to meet the need to require remote access, while promoting good stewardship of the agency's resources. **Employees who receive this allowance are expected to reply promptly to phone calls, texts, or emails (if reimbursed for a personal digital assistant, i.e., Smart phone).**

Section 2 - Applicability

- a. This policy applies to positions which require the incumbent to have remote access to complete the responsibilities of his/her position. The requirement of remote accessibility must be included on the job profile for the position and approved by the individuals in the position's reporting structure, including the Agency Director. To be eligible, the position must be exempt from the Fair Labor Standards Act and meet one of three conditions: business travel, daily/after-hours communication or emergency contact. The conditions are described in the Definitions section below.

Section 3 - Definitions

- a. **Wireless communication devices**
 1. Equipment used as to obtain remote access and can include a cell phone, or a personal digital assistant (i.e., Smart phone).
- b. **Allowance**
 1. The allowance is a set dollar amount determined by the type of wireless communication device required. The approved allowance will be paid to the employee via the bi-weekly payroll process. The allowance does not constitute an increase to base pay, and therefore, will not be included in any percentage calculations for benefits or pay adjustments. The allowance is considered taxable income, in accordance with IRS regulations.

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PERSONNEL POLICY NUMBER 20**

c. Conditions

1. Business Travel

The need for constant use of a wireless communication device for an employee who must frequently travel to do business, but needs to remain in touch with others for business purposes.

2. Daily/After-Hours Communication

The need for constant and immediate communications through the day (if your position requires you to be away from your desk frequently) or after hours for an employee whose position, the significant portion of which, supports or is otherwise responsible for programs, services or systems.

3. Emergency Contact

The requirement to be available for emergency contact as an employee whose duties require them to be immediately contacted, anywhere, anytime (24/7).

Section 4 - Program Guidelines

- a. Wireless communication devices should not be selected as an alternative to other means of communications – e.g., land-lines, and work computers with internet access – when such alternatives would provide adequate but less costly service to the agency.

Section 5 - Security

- a. All Smart phones that download information from the agency network such as email or calendar must have Director's approval even if not being reimbursed by the allowance.
- b. Note: If the employee's job description does not include the need for a wireless communication device, then the employee is not eligible for an allowance.
- c. Additionally, cell phones are available to check out for employees who are traveling for business and need to be available via wireless communication for client services, contacting a supervisor, or for safety when traveling out of town or to a non-public location such as a client's home.
- d. Any exceptions to this policy must be approved by either the Deputy Director or the Agency Director.
- e. If an employee's phone or remote device that downloads information from the agency network such as email or calendar is lost, stolen, no longer being used, given to family member, etc., the employee must notify their supervisor immediately. The supervisor will in turn notify IT. If the phone or remote device is still in the employee's possession, they

**SOUTHWEST HEALTH AND HUMAN SERVICES
PERSONNEL POLICY NUMBER 20**

must give the phone to IT to be cleared of agency information. If the phone or remote device is lost or stolen, IT will attempt to wipe the phone remotely.

Section 6 - Equipment

- a. The employee must purchase the equipment and own it personally. The employee may, at his or her own expense, add extra services or equipment features, as desired.
- b. With respect to personal digital assistants, the IT department should also be contacted to discuss equipment compatibility.
- c. Because the wireless communication devices are owned personally by the employee, and the allowance provided is taxable income, the employee may use the device for both business and personal purposes.

Section 7 - Allowance

- a. The allowance amounts are set at ~~\$30 and \$55~~ \$40 and \$65, depending on the type of allowance and amount of business use per the Allowance Request Form.
- b. ~~\$30~~ \$40 per month allowance cell phone only, job description required, frequent travel, daily/off hours communication, and 24/7 emergency contact.
- c. ~~\$55~~ \$65 per month allowance Smart phone, job description required, frequent travel, daily/off hours communication, 24/7 emergency contact, and access job required of email and calendar. Qualifying employees should use the Allowance Request Form that is available through the shared employee "forms" file on the agency's network or contact the Deputy Director. Employees should complete the form and obtain the appropriate signatures which include their Supervisor or Director. The approved form and job description should be sent to the Deputy Director. A copy of the Allowance Request Form must also be kept on file with accounting.
- d. It is the department head's responsibility to review the cell phone needs in his or her department on at least an annual basis. The Deputy Director must be notified of any changes or discontinuations during the year.
- e. The allowance expires at the end of each fiscal year. The Deputy Director and the Agency Director will review and approve the renewal of the allowances each fiscal year.

Agency Form Regarding This Policy:

Ag#014 – Remote Access Allowance Request Form

**SOUTHWEST HEALTH AND HUMAN SERVICES
PERSONNEL POLICY NUMBER 23**

EFFECTIVE DATE: 01/01/16

REVISION DATE:

AUTHORITY: Southwest Health and Human Services Joint Governing Board

--- VOLUNTARY DONATION OF VACATION/MEDICAL ---

Section 1 - Policy Statement

- a. Southwest Health and Human Services (SWHHS) recognizes that employees may have an individual or family medical emergency that causes a severe impact to them resulting in a need for additional time off in excess of their paid time off. To address this need, all eligible employees will be allowed to donate vacation/medical time from their accrued balance to their co-workers in accordance with the policy outlined below. This policy is strictly voluntary.

Section 2 – Guidelines

- a. Eligibility
- In order to be eligible to donate vacation/medical:
 - Must be employed with SWHHS for a minimum of 90 days.
 - Employees who would like to make a request to receive donated vacation/medical:
 - Must be regular full-time or regular part-time (who are normally scheduled to work at least 20 hours) and employed with SWHHS for a minimum of 90 days. Must have also made a minimal initial donation of 4 hours (2 hours vacation/2 hours medical) to participate. SWHHS employees can join the donation bank during open enrollment, which is normally the first part of November for the next calendar year. Once the bank reaches 1200 hours, a minimum donation of two hours per year (1 hour vacation/1 hour medical) will be required for continued participation. If the bank falls under 1200 hours then the next calendar year donation will go up to 4 hours (2 hours vacation/2 hours medical) to fund the bank. Newly hired staff will be given the option to participate after 90 days of employment.
 - Must have a situation that meets the following criteria:
 - Family Health Related Emergency – Critical or catastrophic illness or injury of the employee or an immediate family member that poses a threat to life and/or requires inpatient or hospice health care. Immediate family member is defined as spouse, child, parent or other relationship in which the employee is the legal guardian or sole caretaker.
 - ❖ Examples not limited to:
 - Serious, debilitating illness, impairment, or physical/mental condition that involves treatment in connection with an overnight stay in a hospital, hospice, or residential medical/treatment facility;

**SOUTHWEST HEALTH AND HUMAN SERVICES
PERSONNEL POLICY NUMBER 23**

- High intensity/high frequency of treatment encounters necessary for a chronic or long-term condition that is so serious that, if not treated, would likely result in an extended period of incapacity or death;
 - Conditions which severely impact the health of the employee and would typically require absence from work for a prolonged period. Some examples could include:
 - ✓ Cancer
 - ✓ Major surgery
 - ✓ Stroke
 - ✓ A serious accident
 - ✓ Heart attack
 - Must first deplete their balances of any vacation, medical, or compensatory time. This also means they are not able to hold back one week of medical leave as per the union contract and agency policy.
 - Must be an active member of the pool during the same calendar of request.
- Donation Amounts
 - Employees can participate after 90 days.
- Employees who donate vacation/medical time from their accrued and unused balance must adhere to the following requirements:
 - Initial donation or when bank is under 1200 on October 1st; hours = 4 hours per year (2 hours vacation/2 hours medical)
 - Donation minimum when bank is over 1200 on October 1st; hours = 2 hours per year (1 hour vacation/1 hour medical)
 - Donation maximum = 40 hours per year (20 hours vacation/20 hours medical)
- Employees cannot borrow against future vacation/medical time in order to donate.
- Donation Procedures
 - Employees seeking leave from the bank must submit a written request with proper documentation to Human Resources. The following documentation must be submitted:
 - A written statement signed by the employee attesting to the specifics of the illness or injury;
 - If illness or injury related, an attending physician's statement is required that includes:
 - Identification of the nature and extent of the illness or injury;
 - Date of initial onset of this particular condition;
 - Anticipated date eligible to return to work on a full or part time basis;
 - Anticipated days, if any, for follow-up examinations.
- Employees will be notified in writing from Human Resources if their request is approved within 5 working days.

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- If a request is denied, the employee can appeal to the Director. However, decisions regarding a denied request for this program is not subject to grievances or arbitration.
- Additional Guidelines
 - Employees receiving the donated vacation/medical time will be paid at their normal hourly rate of pay (not at the donating employee's rate of pay). The maximum number hours that an employee can receive is 200.
 - Vacation/medical time will be donated to the recipient based on the order received. If the bank is depleted then the request may be denied. However, if the bank is depleted a notice will be posted for additional donations but no individual can donate above the maximum donation in a calendar year. If no hours are donated then the request will be denied.
 - Donated time may only be used for time off related to the approved request.
 - Recipients will not pay back any donated time.
 - SWHHS will not inform the recipient of the names of those donating hours.
 - Donation cannot extend the Family Medical Leave Act (FMLA).
 - When an employee fails to continuously participate in the pool year to year, they must make an initial donation of 4 hours (2 hours vacation/2 hours medical) to rejoin.
 - This program is not available to staff when the injury or illness is work related and worker compensation applies.
 - Elective surgery does not qualify as a catastrophic illness or injury. If complications arise resulting in a serious health condition, the situation may then qualify as a catastrophic illness or injury.
 - Most leave associated with pregnancy does not qualify as a catastrophic illness or injury. If complications arise resulting in a serious health condition for the mother or child, the situation may then qualify as a catastrophic illness or injury.
 - An employee who has given their notice to resign or retire is not eligible to draw hours from the bank.

**SOUTHWEST HEALTH AND HUMAN SERVICES
PERSONNEL POLICY NUMBER 24**

EFFECTIVE DATE: 01/01/16

REVISION DATE:

AUTHORITY: Southwest Health and Human Services Joint Governing Board

--- VACATION PAY OUT ---

Section 1 - Policy Statement

- a. Southwest Health and Human Services (SWHHS) recognizes that employees need to take time off to relax and recharge from their busy and sometimes stressful jobs. This voluntary policy encourages staff to use their earned vacation and supports self-care.

Section 2 – Guidelines

- a. Each year an employee may request to be paid for 37.5 hours of accumulated vacation in conjunction with taking 37.5 hours of vacation provided that after the reduction of 75 hours, the employee retains a **minimum** vacation balance of 37.5 hours.
- b. The time off must span a minimum of one week (five continuous days). Only one vacation payout can be taken in a calendar year.
- c. The vacation time must be scheduled at the time of the request by the employee.
- d. The supervisor must submit a list of the employee(s) requesting payout under this policy along with the dates requested to Human Resources at least 60 days prior to the start of the vacation. Human Resources will notify payroll.
- e. The cash out of the vacation will be paid with the last payroll **prior** to the vacation time off at the salary rate in effect at the time of the payout.
- f. The employee may cancel the vacation with a two week notice prior to the 37.5 hour block being paid out. However, if paid out then the vacation cannot be changed.



TriPoint
HEALTHCARE SOLUTIONS

PROPOSAL FOR
Southwest Health & Human Services

Proposal for evaluation of HIPAA Risk Analysis, Risk
Management Plan, Policies and Procedures, and Training

Summary

This summary was created based on the needs of Southwest Health & Human Services
based on information obtained through discussions with Michelle Salfer.

Proposal Submitted by
Danika E, Brinda, PhD, RHIA, CHPS, HCISPP
TriPoint Healthcare Solutions, LLC
on September 15, 2015



September 15, 2015

Michelle Salfer
Public Health Program Specialist
Southwest Health & Human Services
266 E Bridge St
Redwood Falls, MN 56283

Dear Ms. Salfer,

I want to extend a sincere thank you for allowing me to submit a proposal for reviewing the risk analysis, risk management plan, and policies and procedures for your organization. This plan also provides information regarding a training program for Southwest Health & Human Services. This project would focus on the review of your recent risk analysis and risk management plan. Once that was completed, a review would be conducted on all HIPAA policies and procedures for your organization. A proposal for training for your core HIPAA workforce members and additionally your entire workforce is included as well!

The privacy and security of patient health information is a growing concern. Major regulatory requirements such as HIPAA and ARRA's HITECH/Omnibus Rule have changed and shifted industry standards and have focused attention on the area of privacy and security over the recent years. As increasing amounts of patient data is captured and stored electronically, as well as exchanged within and between organizations more frequently, patients need to feel assured that their information is adequately protected and governed by an organization they are trusting to provide and support their medical care. The fundamental success to compliance is having a thorough and completed risk assessment, policies and procedures that govern the practice of privacy and security within an organization, and dedicated people to manage your compliance to the regulations. Additionally, it is key for training to be conducted to workforce on these elements.

I believe that you will find this proposal informational and detailed to understand the process for evaluating, creating, and implementing a robust privacy and security compliance plan at your organization.

I look forward to working with you and your organization as we move forward and get this project underway. Please contact me with any questions you may have.

Sincerely,

Danika Brinda, PhD, RHIA, CHPS, HCISPP
dbrinda@tripointhealthcaresolutions.com
www.tripointhealthcaresolutions.com
612-325-9742

TRIPOINT HEALTHCARE SOLUTIONS PROPOSAL FOR SERVICES

For Southwest Health & Human Services

OUR PROPOSAL

The following are the 3 different solutions that we created specific for the needs of Southwest Health & Human Services.

Solution #1 – Review of the Risk Analysis, Risk Management Plan, and HIPAA Policies and Procedures

- Review and evaluation of the most recent HIPAA risk analysis
- Understand the current environment on how PHI is being created, stored, transferred and maintained
- Review current risk management plan with mitigation strategies for identified risks
- Evaluate all HIPAA privacy and security policies and procedures to assure compliance with both HIPAA requirements and Minnesota State Requirements

Solution #2a – Train core workforce group on HIPAA compliance, create a recorded training for all workforce

- Create detailed training on what HIPAA is, how it impacts state Health & Human Services, what HIPAA compliance looks like, ways to oversee and manage HIPAA compliance in your organization
- Create high level training for employees based on HIPAA requirements and information from policies and procedures
- Record training and provide recorded file for organization to use to train all workforce members
- Create a short quiz for workforce members to complete after training to show understand and attest to compliance

Solution #2b – Train core workforce group on HIPAA compliance, create a recorded training for all workforce

- Create detailed training on what HIPAA is, how it impacts state Health & Human Services, what HIPAA compliance looks like, ways to oversee and manage HIPAA compliance in your organization
- Create high level training for employees based on HIPAA requirements and information from policies and procedures
- Conduct training on up to 3 different locations and times to assure training is conducted to all workforce members
- Create a short quiz for workforce members to complete after training to show understand and attest to compliance

Project Deliverables

Following is a complete list of all project deliverables:

Deliverables	Description
Solution #1	<p>Scorecard and improvement suggestions on Risk Analysis</p> <p>Scorecard and improvement suggestions of Risk Management Plan</p> <p>Scorecard and improvement suggestions on HIPAA Policies and Procedures (based on Federal and MN State Law for Privacy and Security)</p> <p>Recommendations for enhancement of forms and templates to use to support compliance</p>
Solution #2a	<p>3-4 Hour Training to core HIPAA Workforce to provide knowledge and information regarding HIPAA compliance.</p> <p>Goal of training would be to provide enough information for core HIPAA workforce to appropriately manage and oversee HIPAA compliance</p> <p>PDF version of presentation</p> <p>5 Hours of additional consulting hours with Danika Brinda</p> <p>Create a 30-45 Minute recorded training video for all workforce members with short 10 question quiz after</p> <p>PowerPoint Version of Presentation for Company Use</p>
Solution #2b	<p>3-4 Hour Training to core HIPAA Workforce to provide knowledge and information regarding HIPAA compliance.</p> <p>Goal of training would be to provide enough information for core HIPAA workforce to appropriately manage and oversee HIPAA compliance</p> <p>PDF version of presentation</p> <p>5 Hours of additional consulting hours with Danika Brinda</p> <p>45 minute in person training workshop for all workforce members (able to do same presentation at up to 3 separate locations and times)</p> <p>PowerPoint Version of Presentation for Company Use</p>

Timeline for Execution

This is the proposed timeline for the project.

The project will be initiated in October 2015 with the review and analysis of the risk analysis, risk management plan, and policies and procedures. After the completion and review, a training strategy for the core HIPAA workforce members will be created as well as training for the workforce. Training will be conducted by mid-November. The project will reach completion no later than December 15, 2015.

PRICING

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 30 Days from the date of this proposal:

Services Cost for each Solutions	Price
Solution #1	\$3,000
Solution #2a	\$3,500
Solution #2b	\$5,500
Services Cost if Solutions are Combined	
Solution #1 + Solution #2a	\$6,000
Solution #1 + Solution #2b	\$8,000
Additional Service Costs	
Additional Hours of Consulting (Danika Brinda)	\$150/Hour

Disclaimer: The prices listed in the preceding table are an estimate for the services discussed. This summary is not a warranty of final price. Estimates are subject to change if project specifications are changed or costs for outsourced services change before a contract is executed.

CONCLUSION

We look forward to working with Southwest Health & Human Services and supporting your efforts to improve your compliance with privacy and security requirements for healthcare. We are confident that we can meet the challenges ahead, and stand ready to partner with you to assist in your compliance with the HIPAA privacy and security requirements.

If you have questions on this proposal, feel free to contact Danika Brinda at your convenience by email at dbrinda@tripointhealthcaresolutions.com or by phone at 612-325-9742. We will be in touch with you next week or two to arrange a follow-up conversation on the proposal.

Thank you for your consideration,

Danika E. Brinda, PhD, RHIA, CHPS, HCISPP
 Owner/President, TriPoint Healthcare Solutions

PRINCIPAL CONSULTANT:

Danika Brinda, PhD, RHIA, CHPS, HCISPP

Dr. Danika Brinda is the Owner of TriPoint Healthcare Solutions, LLC in Minnesota. Dr. Brinda has over 10 years of experience in healthcare privacy and security practices. She received her Certified in Healthcare Privacy and Security Designation from the American Health Management Association in 2010 and her Healthcare Information Security and Privacy Practitioner (HCISPP) in 2014 from (ISC)2, which are both nationally recognized healthcare privacy and security credentials. She served as the Subject Matter Expert (SME) for the Minnesota and North Dakota Regional Extension Center regarding privacy and security of health information and Meaningful Use.

Dr. Brinda previously worked as a privacy officer for four hospitals, including an emphasis on Breach Management, Privacy and Security Assessment, and assuring compliance with State and Federal requirements through policies and procedures. Dr. Brinda has been a leader on the state as well as the national level for privacy and Security. She has co-facilitated the Certified in Healthcare Privacy and Security Exam Prep for the American Health Information Management Association. Dr. Brinda has lead multiple healthcare privacy and security bootcamps throughout the state of Minnesota and North Dakota over the past 2 years.

Dr. Brinda has had over five years of consulting experience in privacy and security locally and nationally. Dr. Brinda's expertise include risk assessment, risk mitigation, privacy and security policy creation, privacy and security education, business associate process implementation, and evaluating best practices in privacy and security. Dr. Brinda has worked closely with both covered entities and business associates regarding HIPAA compliance.

Dr. Brinda received her Bachelor's Degree in Health Information Management and Computer Science/Information Systems from the College of St. Scholastica. She also received her Master's Degree from the College of St. Scholastica in Health Informatics and Information Management. She completed her PhD in Information Technology with a focus in Information Governance and Security in 2015.



Danika E. Brinda, MA, RHIA, CHPS

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OCTOBER 2015

GRANTS ~ AGREEMENTS ~ CONTRACTS

Board review/approval

- SW MN Opportunity Council (SMOC) (Worthington, MN)** – 09/01/15 to 12/31/16; Contract to utilize the child protection grant monies for homemaking services, \$35/hour (NEW).
- MDH WIC Peer Breasting** – 01/01/16 to 12/31/20; Public Health contract to provide services and support Peer Breastfeeding Support program (Renewal).
- Canoga Park Childcare (Marshall, MN)** – 10/01/15 to 12/31/16; Public Health contract for daycare center to provide services for the development and maintenance of a health and safety plan and meet State requirements of Rule 3, \$35/mo/visit (NEW).
- Inpriva Inc (Fort Collins, CO)** – 10/01/15 to open; Business Associate Agreement to abide by HIPPA rules for privacy of client health information (NEW).
- Amherst H Wilder Foundation (St Paul, MN)** – 10/21/15 to 03/31/16; Public Health contract for a comprehensive analysis and detailed reporting regarding the 2015 Adult Health Survey, \$29,500 (NEW).

BOARD MEETING – 10/21/15

DONATIONS

- **Sillerud Lutheran Church in Balaton donated quilts.**
- **Berdena Buys from Slayton donated two quilts.**
- **Claris Nord/Monday Morning Quilt Club from Slayton donated three quilts.**

Vulnerable Children and Adults Act (VCA)

Service Plan



Minnesota Department of **Human Services**

Type of Service plan

Individual county plan

Multi-county plan

County name:

County names: Lincoln, Lyon, Murray, Pipestone,
Redwood and Rock Counties as **Southwest Health
and Human Services**

Contact Information

Contact person:	Christopher J. Sorensen, Director of Southwest Health and Human Services
Title:	Director of Health and Human Services
Address:	607 West Main Street, Suite #200
Telephone:	507-532-1248
Email address:	Chris.sorensen@swmhhs.com

Part A: Needs and Priorities

State the type of needs that the county will be addressing for vulnerable children and adults who experience dependency, abuse or neglect using VCA funds?

Vulnerable children

Our agency has identified multiple ongoing needs for the youth and children of our 6 counties. Re-entry, number of placement settings, and mental health screenings are priorities. We have also identified the need to monitor reunification and adoption timelines, closely follow the child maltreatment guidelines, meet timelines for assessments and investigations, and make monthly case worker visits. Other needs include relative search efforts to increase the number of relative placements, further engaging fathers and non-custodial parents.

We continue to see significant mental health issues and chemical health needs in our communities. We have a high amount of children who are placed in residential treatment and we see a need for additional community based services both in the home and in the school settings. We have seen an increase in the number of children in placement, especially very young children with safety as the primary issue. We feel there are a lack of services in our counties, for example treatment foster care, mental health respite providers, and chemical dependency services for adolescents. We try to identify the barriers and service needs and seek out resources to meet those gaps. We have begun to use Circle processes in many program areas for both preventative and reunification purposes.

Vulnerable adults

Southwest Health and Human Services strives to insure vulnerable adults have their own basic needs met and to treat them with respect and dignity. These individuals may have many unmet needs such as appropriate health care and medical treatment that occurs in an appropriate amount of time. They may be lacking in support systems for different housing situations, or assistance with finding adequate housing for their situation. They also may be in need of developing support systems in the area of social and recreational opportunities and community integration. Some may have employment and other educational needs. Law enforcement intervention is also sometimes warranted and relationships with law enforcement are key to provision of services for consumers. Adult protection teams have started to meet again and we look forward to the collaboration with community partners. We employ 2 fulltime VA workers who perform investigations and provide protective services; we see the number of referrals increasing in our communities and we prioritize timely contact in these cases.

Part B: Strengths and Resources

A county has many strengths and resources to address the diverse social services needs of vulnerable children and adults. Briefly state what strengths and/or resources will be engaged (continued or implemented) to address the needs stated in Part A above?

Vulnerable children

We have identified a number of strengths and resources in our communities. We regularly refer families to Family Group Decision Making and our agency is the grant manager for our 11 county collaborative. We have increased our staff who work with the Circle Sentencing program, we have Crisis Response and in-home services available in all 6 counties. We have used inpatient CD treatment for some mothers and their children in a number of situations. We are seeing fewer kids being court ordered into long term foster care and we are increasing our percentage of our monthly contacts with children in care. We have a number of workers who specialize, for example in the area

of Independent Living/Extended foster care/youth in transition and adoption. We have also added a supervisor that is tracking placements and re-entry and focusing on placements. We feel our progress using the state screening guidelines and meeting timelines for victim contact has resulted in improved protection for our community's children. We believe our child protection teams are active and our Children's Justice Initiative teams are dedicated to ensure the best interests of children.

Vulnerable adults

Southwest Health and Human Services is fortunate to have 2 full time workers whose primary responsibility is provision of services for Adult Protection to our Vulnerable population; we are considering adding a third position in the coming year based on volume of work as well as the level of involvement in these cases. Our agency has a centralized intake system specifically for adult services so that no reports regarding vulnerable people get lost as they enter our agency. We are also using the new Minnesota Adult Abuse Reporting Center (MAARC). We have many dedicated providers who are willing to work with this population. We work closely with law enforcement, county attorneys, home care, health care, mental health providers, nursing facilities, and disability services to safeguard and protect abused and neglected adults. We maintain a high level of contact with consumers and we value our positive working relationship with our providers.

Part C: Measures and Performances

Access the link below to review the county's CY 2010 performance on VCA measures.

[CY 2010 Performance Summary on VCA Federal and State Measures](#)

Use the county's performance summary to complete the table and questions below. In the table, enter the county's performance on each of the measures and enter a "✓" if the standard was met, or an "✗" if the standard was not met in CY 2010. In the last two columns, set practical performance targets the county will work towards achieving in 2012 and 2013.

Federal and State Measures

Measures (abbreviated)	Standard (STD)	2014 State/County Performance			Anticipated Targets	
		State	County	STD Met? (✓ or ✗)	2015	2016
1. No repeat maltreatment w/in six mths.	≥ 94.6 %	✓ 95.1%	94.7%	✓		
2. Re-entered foster care w/in 12 mths.	≤ 9.9 %	✗ 24.4%	21.2%	✗	18%	15%
3. Reunified w/in 12 mths.	≥ 75.2 %	✓ 84.5%	90.5%	✓		
4. Adopted w/in 24 mths	≥ 36.6 %	✓ 48.2%	57.1%	✓		
5. Two or fewer pl. settings w/in 12 mths.	≥ 86.0 %	✓ 86.8%	84.1%	✗	86%	86%
6. Health examination w/in 12 mths.	≥ 63.5%	✗ 56.4%	79.1%	✓		

≥ = Greater than or equal to; ≤ = Less than or equal to; ✓ = Standard met; ✗ = Standard not met

This VCAA plan is being updated in August 2015. Please note we have updated this to reflect 2014 data and have added targets for 2015 and 2016.

For each measure for which the county did not meet the standard, identify the measure below and discuss what plans are in place to improve performance on the respective measure. Include what issues/barriers/challenges are hindering the county from meeting the standard, and what may need to be changed or be done differently to achieve the stated targets (add more boxes, if needed).

Measure #: 2	Re-entry: The agency has added staff resources to track placements, assess reasons for re-entry, and look at patterns around placements. We are increasing the use of circle sentencing for adolescents in additional counties. We will also try to ensure more solid transition/discharge plans for youth leaving care. Challenges we face include the distance between placements and families' homes, especially with relatives and residential treatment. Another challenge is working with parents who themselves are struggling with poverty, mental health issues, and chemical dependency. A lack of local services for youth and parents is a barrier in rural MN.
Measure #: 5	Number of placement settings: The agency hopes to do a better job of matching children to potential placements. We also plan to prepare and educate and train providers both prior to and during the placements to prevent a move. We plan to get thorough evaluations and assessments to determine the reasons and goals for placement. A challenge we face is getting timely assessments to ensure good planning. The main challenge we see in this area relates to the behaviors of the kids, the facilities not being able to meet the needs of the children, and the very high level of care that children are requiring. We are also conscious of the supportive services needed for the providers.

Part D: Budget

Access the link below to review the county's CY 2012 allocation. Use the county's allocation to complete the budget table below.

Vulnerable Children and Adults Act CY 2012 Allocation

Fill in the proportion (percent) of the county's VCA allocation that will be budgeted for vulnerable children and adult services for CY 2012 and beyond. Because VCA funds are directed at vulnerable children and adults, only two budget line items are listed. Subsequently, the department will apply these proportions to the most currently available allocation data. If the county changes these proportions at any time, the department should be informed by sending an email to: paul.ramcharit@state.mn.us.

VCA budget 2015 amount	CY 2015 and beyond
Children services \$1,374,940	85%
Adult services \$242,636	15%
Total \$1,617,577	100%

Part E: Certification and Assurances

Federal Certifications

The federal Office of Community Services (OCS) requires the following certifications for the use of federal Social Services Block Grant (SSBG) funds (CFDA # 93.667, federal award number 0901MNSOSR, 1001MNSOSR, 0601MNSOS2). Follow the links for a complete description of each certification. Checking these boxes certifies that the county complies with these requirements for the use of SSBG funds administered through the service plan and county sub-contracting process.

- Drug Free Workplace**
http://www.acf.hhs.gov/programs/ocs/ssbg/procedures/drug_free.html
- Environmental Tobacco Smoke**
<http://www.acf.hhs.gov/programs/ocs/ssbg/procedures/tobacco.html>
- Lobbying**
<http://www.acf.hhs.gov/programs/ocs/ssbg/procedures/lobbying.html>
- Debarment, Suspension and Other Responsibility Matters**
<http://www.acf.hhs.gov/programs/ocs/ssbg/procedures/debarment.html>

Public Input

Prior to submission, did the county facilitate a process for soliciting public input for at least 30 days on the contents of the agreement?

Yes No Was public input received/used? Yes No

Assurances

It is understood and agreed by the county board that funds granted pursuant to this service plan will be expended for the purposes outlined in Minn.Stat.§256M; that the Commissioner of the Minnesota Department of Human Services has the authority to review and monitor compliance with the service plan, and that documentation of compliance will be available for audit; and that the county shall make reasonable efforts to comply with all VCA requirements including documenting annual public input processes.

Service Plan Certification

Checking this box certifies that this service plan has been prepared as required and approved by the county board(s) under the provisions of Minn. Stat. §256M. In the box below, state the name of the chair of the county board of commissioners or authorized designee, their mailing address and the name of the county.

Name (chair or designee)	Mailing address	County
Christopher J. Sorensen	607 West Main Street	Lincoln, Lyon, Murray, Pipestone, Redwood, and Rock Counties

Date of Certification:

October 21, 2015

LABOR AGREEMENT

Between

SOUTHWEST HEALTH AND HUMAN SERVICES

And

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

PUBLIC HEALTH

JANUARY 1, 2016 TO DECEMBER 31, 2017

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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.**

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 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 or a call back to the jail following the completion of a scheduled work day with supervisory approval, 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. The balance of compensatory time at the end of the payroll period shall never be more than 15 hours. Time in excess of 15 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 15 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.
- 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 XV.

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 2016 and/or 2017.

ARTICLE 15 – LEAVES

- 15.1 Vacation Leave. Full-time employees shall be granted paid time off as follows: Each permanent, temporary, 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, the Director of Business Management, 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, temporary, 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. Employees may hold up to 37.5 hours of sick leave to be available upon return from leave. Employees will provide written notification to their supervisor of their intent to bank sick 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 30 hours noncumulative annual bereavement leave in the event of the death of the employee's parents, children, spouse, siblings, legal wards, grandparents, grandchildren, nieces, nephews, and spouse's parents. 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 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, nieces, nephews, and spouse's parents.

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:

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

*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 Attachment A.

19.3 Notwithstanding any provision for the continuation of the Agreement following the expiration of the term pursuant to PELRA, 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.

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, 2016 and shall remain in full force and effect until the 31st day of December, 2017. 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

Christopher Sorensen, Director

Kara Miller, Union President

Dated _____

Dated _____

Board Chairperson

Serena Vergin, AFSCME Representative

Dated _____

Dated _____

**APPENDIX A
Compensation**

- 2016** Begin implementation of Salary Schedules
Adjustments if needed according to years of service checkpoints.
First ½ of salary adjustments (up to \$2500 based on max of \$5000 over 2 years)
Up to 3% Pay for Performance increases
- 2017** New minimums fully implemented.
Second ½ of salary adjustments (up to \$2500) if needed
Minimum of up to 3% PFP increases (can be adjusted higher by the Board as budget allows).

Modification of maximums in accordance with DHS Merit System COLA adjustments will occur in 2016 and 2017.

Adjustments of minimums for 2016 and 2017 will be per the attached salary schedule.

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

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 employ.

Public Health

	<u>Minimum</u>	<u>Annual</u>	<u>Low Mid</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>	<u>High Mid</u>	<u>Annual</u>	<u>Maximum</u>	<u>Annual</u>
					<u>Midpoint</u>					
Current PH Nurse	\$21.82	\$42,549.00			\$32.23	\$62,848.50			\$42.64	\$83,148.00
Proposed PH Nurse	\$25.00	\$48,750.00	\$27.50	\$53,625.00	\$30.00	\$58,500.00	\$32.50	\$63,375.00	\$35.00	\$68,250.00
	2016	\$23.41								
	2017	\$25.00								
	2018	\$25.00 + Merit System Cost of Living								
Current RN	\$20.92	\$40,794.00			\$30.86	\$60,177.00			\$40.79	\$79,540.50
Proposed RN	\$21.00	\$40,950.00	\$23.50	\$45,825.00	\$26.00	\$50,700.00	\$28.50	\$55,575.00	\$31.00	\$60,450.00
	2016	\$20.96								
	2017	\$21.00								
	2018	\$21.00 + Merit System Cost of Living								
Current Public Health Ed	\$18.28	\$35,646.00			\$27.76	\$54,132.00			\$37.23	\$72,598.50
Proposed Public Health Ed	\$23.00	\$44,850.00	\$25.50	\$49,725.00	\$28.00	\$54,600.00	\$30.50	\$59,475.00	\$33.00	\$64,350.00
	2016	\$20.64								
	2017	\$23.00								
	2018	\$23.00 + Merit System Cost of Living								
Current Sanitarian	\$17.48	\$34,086.00			\$26.56	\$51,792.00			\$35.64	\$69,498.00
Proposed Sanitarian	\$23.00	\$44,850.00	\$25.50	\$49,725.00	\$28.00	\$54,600.00	\$30.50	\$59,475.00	\$33.00	\$64,350.00
	2016	\$20.24								
	2017	\$23.00								
	2018	\$23.00 + Merit System Cost of Living								
Current Reg Dietician	\$17.48	\$34,086.00			\$26.56	\$51,792.00			\$35.64	\$69,498.00
Proposed Reg Dietician	\$23.00	\$44,850.00	\$25.50	\$49,725.00	\$28.00	\$54,600.00	\$30.50	\$59,475.00	\$33.00	\$64,350.00
	2016	\$20.24								
	2017	\$23.00								
	2018	\$23.00 + Merit System Cost of Living								
Current Program Aide	\$12.79	\$24,940.50			\$18.33	\$35,743.50			\$23.87	\$46,546.50
Proposed Program Aide	\$16.00	\$31,200.00	\$17.65	\$34,417.50	\$19.50	\$38,025.00	\$21.25	\$41,437.50	\$23.00	\$44,850.00
	2016	\$14.40								
	2017	\$16.00								
	2018	\$16.00 + Merit System Cost of Living								
Current Cnty Program Specialist	\$17.48	\$34,086.00			\$25.77	\$50,251.50			\$34.07	\$66,436.50
Proposed Cnty Program Specialist	\$21.00	\$40,950.00	\$23.50	\$45,825.00	\$26.00	\$50,700.00	\$28.50	\$55,575.00	\$31.00	\$60,450.00

2016 \$19.24

2017 \$21.00

2018 \$21.00 + Merit System Cost of Living

LABOR AGREEMENT

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

HUMAN SERVICES

January 1, 2016 to December 31, 2017

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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.

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 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.

Step2. 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.

Step3. 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.

Step4. 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. The balance of compensatory time at the end of the payroll period shall never be more than 15 hours. Time in excess of 15 hours at the end of a payroll period will be lost to exempt employees. For non-exempt employees, the time in excess of 15 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.
- 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 XV.

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 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

- 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 2016 and/or 2017.
- 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, temporary, 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 or the Director of Business Management.

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, temporary, 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. Employees may hold up to 37.5 hours of sick leave to be available upon return from leave. Employees will provide written notification to their supervisor of their intent to bank sick 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 30 hours noncumulative annual bereavement leave in the event of the death of the employee's parents, children, spouse, siblings, legal wards, grandparents, grandchildren, nieces, nephews, and spouse's parents. 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 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, nieces, nephews, and spouse's parents.

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	Veterans' Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve day at noon if December 24
Independence Day	falls on Tuesday, Wednesday, or
Labor Day	Thursday
	Christmas Day

*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 XVI 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 attachment 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.

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, 2016 and shall remain in full force and effect until the 31st day December 2017. 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

Christopher Sorensen, Director
Dated _____

Darcy Tribble, Union President
Dated _____

Board Chairperson
Dated _____

Serena Vergin , AFSCME Representative
Dated _____

APPENDIX A
Compensation

- 2016** Begin implementation of Salary Schedules
Adjustments if needed according to years of service checkpoints.
First ½ of salary adjustments (up to \$2500 based on max of \$5000 over 2 years)
Up to 3% Pay for Performance increases
- 2017** New minimums fully implemented.
Second ½ of salary adjustments (up to \$2500) if needed
Minimum of up to 3% PFP increases (can be adjusted higher by the Board as budget allows).

Modification of maximums in accordance with DHS Merit System COLA adjustments will occur in 2016 and 2017.

Adjustments of minimums for 2016 and 2017 will be per the attached salary schedule.

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

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 employ.

Human Services

	Minimum	Hourly	Low Mid	Hourly	Midpoint	Hourly	High Mid	Hourly	Maximum	Hourly
Current Social Worker/CPS	\$37,320.00	\$19.14		\$25.64	\$56,694.00	\$29.07	\$76,068.00	\$31.79	\$76,068.00	\$39.01
Proposed Social Worker/CPS	\$44,000.00	\$22.56	\$50,000.00	\$25.64	\$56,000.00	\$28.72	\$62,000.00	\$31.79	\$68,000.00	\$34.87
	2016 \$40,660.00									
	2017 \$44,000.00									
	2018 \$44,000 + Merit System Cost of Living									
Current Social Worker MSW	\$38,964.00	\$19.98		\$27.18	\$57,516.00	\$29.50	\$76,068.00	\$32.31	\$76,068.00	\$39.01
Proposed Social Worker MSW	\$48,000.00	\$24.62	\$53,000.00	\$27.18	\$58,000.00	\$29.74	\$63,000.00	\$32.31	\$68,000.00	\$34.87
	2016 \$43,482.00									
	2017 \$48,000.00									
	2018 \$48,000 + Merit System Cost of Living									
Current Social Work Team Lead	\$42,552.00	\$21.82		\$27.18	\$61,050.00	\$31.31	\$79,548.00	\$32.31	\$79,548.00	\$40.79
Proposed Social Work Team Lead	\$50,000.00	\$24.62	\$54,500.00	\$27.18	\$59,000.00	\$29.74	\$63,500.00	\$32.31	\$68,000.00	\$34.87
	2016 \$46,276.00									
	2017 \$50,000.00									
	2018 \$48,000 + Merit System Cost of Living									
Current Chemical Dep Counselor	\$16.72	\$32,604.00		\$38,025.00	\$23.94	\$46,683.00	\$31.16	\$49,237.50	\$31.16	\$60,762.00
Proposed Chemical Dep Counselor	\$17.00	\$33,150.00	\$19.50	\$38,025.00	\$22.50	\$43,875.00	\$28.00	\$49,237.50	\$28.00	\$54,600.00
	2016 \$16.86									
	2017 \$17.00									
	2018 \$17.00 + Merit System Cost of Living									
Current Lead Eligibility Worker	\$17.48	\$34,086.00		\$43,387.50	\$25.78	\$50,271.00	\$34.07	\$52,162.50	\$34.07	\$66,436.50
Proposed Lead Eligibility Worker	\$20.00	\$39,000.00	\$22.25	\$43,387.50	\$24.50	\$47,775.00	\$29.00	\$52,162.50	\$29.00	\$56,550.00
	2016 \$18.74									
	2017 \$20.00									
	2018 \$20.00 + Merit System Cost of Living									
Current Eligibility Worker	\$16.72	\$32,604.00		\$38,512.50	\$23.94	\$46,683.00	\$31.16	\$49,237.50	\$31.16	\$60,762.00
Proposed Eligibility Worker	\$17.00	\$33,150.00	\$19.75	\$38,512.50	\$22.50	\$43,875.00	\$28.00	\$49,237.50	\$28.00	\$54,600.00
	2016 \$16.86									
	2017 \$17.00									
	2018 \$17.00 + Merit System Cost of Living									
Current Fraud Prevention Spec	\$16.72	\$32,604.00		\$23.94	\$46,683.00	\$31.16	\$31.16	\$31.16	\$31.16	\$60,762.00

Current Program Aide	\$16.72	\$32,604.00	\$19.50	\$38,025.00	\$23.94	\$46,683.00	\$25.25	\$49,237.50	\$31.16	\$60,762.00
Proposed Program Aide	\$17.00	\$33,150.00			\$22.50	\$43,875.00			\$28.00	\$54,600.00

2016 \$16.86

2017 \$17.00

2018 \$17.00 + Merit System Cost of Living