



Southwest Health and Human Services  
 Board Agenda  
 Wednesday, March 15, 2017  
 Commissioners Room  
 Government Center, 2<sup>nd</sup> Floor  
 Marshall  
 9:00 a.m.

**HUMAN SERVICES**

- A. Call to order
- B. Pledge of Allegiance
- C. Consent Agenda
  - 1. Amend/Approval of Agenda
  - 2. Identification of Conflict of Interest
  - 3. Approval of 02/15/17 board minutes

D. Financial

E. Caseload

	<u>01/17</u>	<u>01/17</u>	<u>12/16</u>
Social Service	3,974	3,777	3,704
Licensing	490	488	489
Out-of-Home Placements	173	177	181
Income Maintenance	12,375	12,465	12,640
Child Support Cases	3,374	3,382	3,400
Child Support Collections	\$768,205	\$840,907	\$821,554
Non IV-D Collections	\$86,082	\$57,415	\$59,642

**HUMAN SERVICES BOARD (cont.)**

- F. Decision Items
  - 1. Income Maintenance Policy 3- County Burial Policy
  
- G. Discussion/Information
  - 1. Success Story- Erin Klumper & Jill Pieske
  - 2. Child Protection Trends- Cindy Nelson

**COMMUNITY HEALTH**

- H. Call to order
  
- I. Consent Agenda
  - 1. Amend/Approval of Agenda
  - 2. Identification of Conflict of Interest
  - 3. Approval of 02/15/17 board minutes

J. Financial

K. Caseload

	<u>02/17</u>	<u>01/17</u>	<u>12/16</u>
WIC	N/A	2290	2243
Family Home Visiting	46	38	48
PCA Assessments	32	27	22
Managed Care	276	282	254
Dental Varnishing	62	86	70
Refugee Health	17	9	12
Latent TB Medication Distribution	22	24	38

- L. Decision Items
  - 1. Clean Indoor Air (Domain 5) – Ann Orren

- M. Discussion/Information
  - 1. Community Health Assessment (Domain 1) - Krista Kopperud, Ann Orren
  - 2. Water Lab/FPL (Domain 6) – Jason Kloss
  - 3. Success Story- Oral Health (Domain 7) - Alicia Eliason, Cris Gilb

## **GOVERNING BOARD**

- N. Call to order
  
- O. Consent Agenda
  - 1. Amend/Approval of Agenda
  - 2. Identification of Conflict of Interest
  - 3. Approval of 02/15/17 board minutes
  
- P. Financial
  
- Q. Introduce new staff: Jagoda Janiszewska, Office Support Specialist, Marshall
  
- R. Employee Recognition
  - Tanlee Noomen, 1 year, Health & Human Services Administrative Aide, Slayton
  - Jackie Wilson, 1 year, Office Support Specialist, Marshall
  - Dawn Anderson, 5 years, Case Aide, Luverne
  - Roseanne Venable, 5 years, Eligibility Worker, Redwood
  - Danette Smit, 20 years, Social Worker (LTC) Pipestone
  
- S. Decision Items
  - 1. Wendy Bossuyt, promotional appointment, Child Support Officer, 6-month probationary period, \$19.42 hourly, effective 03/13/2017
  - 2. Blake Nath, County Agency Social Worker (CPS), probationary appointment (12 months), \$22.56 hourly, effective 03/13/2017
  - 3. Andrew Peltz, reclassification- Circle specialist, \$19.29 hourly, effective 02/14/2017
  - 4. Amy Lubben, County Agency Social Worker CPS, completion of 12-month probationary period, 1% salary increase effective 03/08/2017
  - 5. Kay Dardis, Eligibility Worker, completion of 6-month probationary period, no salary increase, effective 04/08/2017
  - 6. Corey Remiger, Financial Assistance Supervisor, completion of 12-month probationary period, no salary increase, effective 04/04/2017
  - 7. Pipestone Copy Machine
  - 8. Adlumin Software Purchase
  - 9. Contracts
  - 10. Donation- Easter Baskets from Our Savior's Lutheran Church to families in need

**GOVERNING BOARD (cont.)**

- T. Discussion/Information
1. Leadership Development – SEED (Skills Enhancement & Employee Development Program) – Krista Kopperud
- 

U. Adjournment

**Next Meeting Dates:**

- **Wednesday, April 19, 2017 - Marshall**
- **Wednesday, May 17, 2017 - Marshall**
- **Wednesday, June 21, 2017 - Marshall**

# SOUTHWEST HEALTH & HUMAN SERVICES

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

## SUMMARY OF FINANCIAL ACCOUNTS REPORT

For the Month Ending: **February 28, 2017**

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

Description	Month	Running Balance
<b>BEGINNING BALANCE</b>		<b>\$3,133,060</b>
<b>RECEIPTS</b>		
Monthly Receipts	2,297,706	
County Contribution	44,282	
Interest on Investments	3,031	
<b>TOTAL MONTHLY RECEIPTS</b>		<b>2,345,019</b>
<b>DISBURSEMENTS</b>		
Monthly Disbursements	2,753,731	
<b>TOTAL MONTHLY DISBURSEMENTS</b>		<b>2,753,731</b>
<b>ENDING BALANCE</b>		<b>\$2,724,348</b>

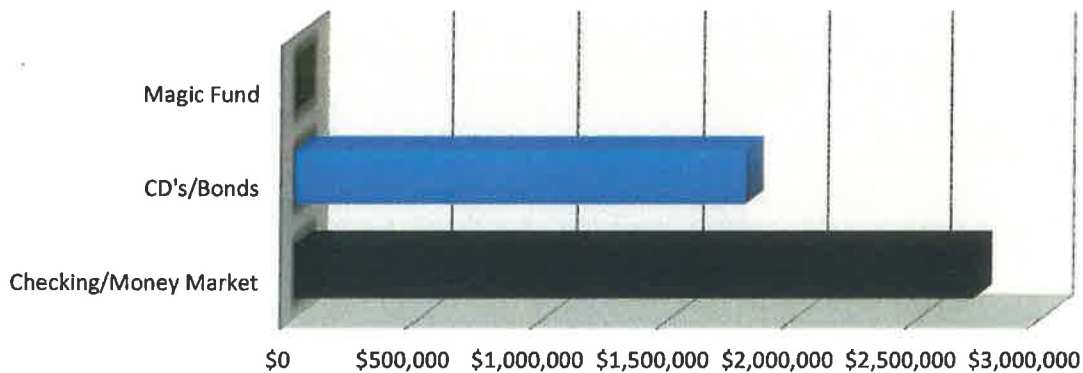
## REVENUE

<i>Checking/Money Market</i>	<b>\$2,724,348</b>
<i>CD's/Bonds</i>	<b>\$1,797,000</b>
<i>Magic Fund</i>	<b>\$0</b>

Average Balance  
last two years  
**\$3,064,651**

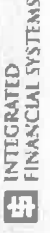
**ENDING BALANCE** **\$4,521,348**

## REVENUE DESIGNATION



Checking/Money Market
  CD's/Bonds
  Magic Fund

# Southwest Health and Human Services



SRK  
3/6/17 11:38AM

Treasurer's Cash Trial Balance As of 02/2017

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
1 Health Services Fund	1,525,833.91			
Receipts		198,814.77	469,690.21	
Disbursements		97,767.81-	158,847.42-	
Payroll		222,748.70-	429,732.97-	
Fund Total .....		121,701.74-	118,890.18-	1,406,943.73
5 Human Services Fund	410,431.89			
General Administration				
Receipts		52,154.75	104,694.64	
Disbursements		49,727.89-	109,577.80-	
Payroll		17,353.02-	33,034.09-	
Dept Total .....		14,926.16-	37,917.25-	372,514.64
5 Human Services Fund	3,530,962.74-			
Income Maintenance				
Receipts		566,161.91	1,124,173.03	
Disbursements		308,141.99-	618,557.88-	
Payroll		371,182.23-	729,423.71-	
Dept Total .....		113,162.31-	223,808.56-	3,754,771.30-
5 Human Services Fund	7,302,354.05			
Social Services				
Receipts		1,173,743.47	2,194,336.30	
Disbursements		117,509.51-	375,244.32-	
SSIS		707,068.55-	1,250,514.31-	
Payroll		655,473.63-	1,286,347.93-	
Dept Total .....		306,308.22-	717,770.26-	6,584,583.79
5 Human Services Fund	2,357,461.29-			
Information Systems				
Receipts		2,794.50	5,686.50	
Disbursements		7,224.83-	14,884.25-	
Payroll		31,649.69-	62,345.62-	
Dept Total .....		36,080.02-	71,543.37-	2,429,004.66-

# Southwest Health and Human Services

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Treasurer's Cash Trial Balance As of 02/2017

<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
5	471	LCTS Collaborative Agency		
	0.00			
		Receipts	66,258.00	
		Dept Total . . . . .	66,258.00	66,258.00
	1,824,361.91	404,218.71 -	984,781.44 -	839,580.47
61		Agency Health Insurance		360,090.41
	269,062.28			
		Receipts	512,873.09	
		Disbursements	421,844.96 -	
		Fund Total . . . . .	91,028.13	
71	471	LCTS Collaborative Agency		
	44,811.89			
		Dept Total . . . . .	0.00	44,811.89
	44,811.89		0.00	44,811.89
73	471	LCTS Collaborative Agency		
	34,110.06			
		Receipts	550.00	
		Disbursements	3,418.00 -	
		Dept Total . . . . .	2,868.00 -	31,242.06
	34,110.06		2,868.00 -	31,242.06
75	471	LCTS Collaborative Agency		
	40,280.86			
		Dept Total . . . . .	0.00	40,280.86
	40,280.86		0.00	40,280.86
77	477	Local Advisory Council		

# Southwest Health and Human Services



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Treasurer's Cash Trial Balance As of 02/2017

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<u>Fund</u>	<u>Beginning Balance</u>	<u>This Month</u>	<u>YTD</u>	<u>Current Balance</u>
Dept Total .....	1,398.86	0.00	0.00	1,398.86
Fund Total .....	1,398.86	0.00	0.00	1,398.86
All Funds .....	3,739,859.77			
Receipts		2,345,019.25	4,478,261.77	
Disbursements		748,255.43-	1,702,374.63-	
SSIS		707,068.55-	1,250,514.31-	
Payroll		1,298,407.27-	2,540,884.32-	
Total .....		408,712.00-	1,015,511.49-	2,724,348.28



# Southwest Health and Human Services



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1 Health Services Fund

Trial Balance

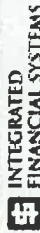
As of 02/2017

Report Basis: Cash

Page 2

Account	Beginning Balance	Actual This-Month	Actual Year-To-Date	Current Balance
1001 Cash in Bank - Checking	1,525,833.91	121,701.74-	118,890.18-	1,406,943.73
1090 Investments	319,520.00	0.00	0.00	319,520.00
<b>Total Assets</b>	<b>1,845,353.91</b>	<b>121,701.74-</b>	<b>118,890.18-</b>	<b>1,726,463.73</b>
---Liabilities and Balance--- Liabilities				
<b>Total Liabilities</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
Fund Balance				
2881 Unassigned Fund Balance	1,845,353.91-	0.00	0.00	1,845,353.91-
2885 Revenue Control	0.00	197,876.77-	468,399.98-	468,399.98-
2887 Expenditure Control	0.00	319,578.51	587,290.16	587,290.16
<b>Total Fund Balance</b>	<b>1,845,353.91-</b>	<b>121,701.74</b>	<b>118,890.18</b>	<b>1,726,463.73-</b>
<b>Total Liabilities and Balance</b>	<b>1,845,353.91-</b>	<b>121,701.74</b>	<b>118,890.18</b>	<b>1,726,463.73-</b>
410 General Administration				
---Assets---				
<b>Total Assets</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
---Liabilities and Balance---				
Liabilities				
<b>Total Liabilities</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total Liabilities and Balance</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
1 Health Services Fund				

# Southwest Health and Human Services



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5 Human Services Fund

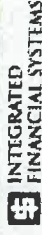
Trial Balance

As of 02/2017

Report Basis: Cash

Account	Beginning Balance	Actual This-Month	Actual Year-To-Date	Current Balance
410 General Administration				
1001 Cash In Bank - Checking	410,431.89	14,926.16	37,917.25	372,514.64
<b>Total Assets</b>	410,431.89	14,926.16	37,917.25	372,514.64
---Liabilities and Balance---				
2090 Due To Flexible Plan Employees	594.28	25.00	50.00	544.28
<b>Total Liabilities</b>	594.28	25.00	50.00	544.28
<b>Fund Balance</b>				
2881 Unassigned Fund Balance	411,026.17	0.00	0.00	411,026.17
2887 Expenditure Control	0.00	14,951.16	37,967.25	37,967.25
<b>Total Fund Balance</b>	411,026.17	14,951.16	37,967.25	373,058.92
<b>Total Liabilities and Balance</b>	410,431.89	14,926.16	37,917.25	372,514.64
420 Income Maintenance				
1001 Cash In Bank - Checking	3,530,962.74	113,162.31	223,808.56	3,754,771.30
1090 Investments	591,118.00	0.00	0.00	591,118.00
<b>Total Assets</b>	2,939,844.74	113,162.31	223,808.56	3,163,653.30
---Liabilities and Balance---				
2881 Unassigned Fund Balance	2,939,844.74	0.00	0.00	2,939,844.74
2885 Revenue Control	0.00	563,807.24	1,121,790.11	1,121,790.11
2887 Expenditure Control	0.00	676,969.55	1,345,598.67	1,345,598.67
<b>Total Fund Balance</b>	2,939,844.74	113,162.31	223,808.56	3,163,653.30
<b>Total Liabilities and Balance</b>	2,939,844.74	113,162.31	223,808.56	3,163,653.30
431 Social Services				
1001 Cash In Bank - Checking	7,302,354.05	306,308.22	717,770.26	6,584,583.79

# Southwest Health and Human Services



SRK

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Trial Balance

As of 02/2017 Report Basis: Cash

5 Human Services Fund

Account	Beginning Balance	Actual This-Month	Actual Year-To-Date	Current Balance
1090 Investments	886,362.00	0.00	0.00	886,362.00
1205 County Advances - MFIP (Chippewa Cty)	80,749.47	0.00	0.00	80,749.47
<b>Total Assets</b>	8,269,465.52	306,308.22	717,770.26	7,551,695.26
---Liabilities and Balance----- Liabilities				
<b>Total Liabilities</b>	0.00	0.00	0.00	0.00
<b>Fund Balance</b>				
2881 Unassigned Fund Balance	8,269,465.52	0.00	0.00	8,269,465.52
2885 Revenue Control	0.00	1,170,164.13	2,180,841.63	2,180,841.63
2887 Expenditure Control	0.00	1,476,472.35	2,898,611.89	2,898,611.89
<b>Total Fund Balance</b>	8,269,465.52	306,308.22	717,770.26	7,551,695.26
<b>Total Liabilities and Balance</b>	8,269,465.52	306,308.22	717,770.26	7,551,695.26
<b>461 Information Systems</b>				
-----Assets-----				
1001 Cash In Bank - Checking	2,357,461.29	36,080.02	71,543.37	2,429,004.66
<b>Total Assets</b>	2,357,461.29	36,080.02	71,543.37	2,429,004.66
---Liabilities and Balance----- Liabilities				
<b>Total Liabilities</b>	0.00	0.00	0.00	0.00
<b>Fund Balance</b>				
2881 Unassigned Fund Balance	2,357,461.29	0.00	0.00	2,357,461.29
2885 Revenue Control	0.00	2,794.50	5,686.50	5,686.50
2887 Expenditure Control	0.00	38,874.52	77,229.87	77,229.87
<b>Total Fund Balance</b>	2,357,461.29	36,080.02	71,543.37	2,429,004.66
<b>Total Liabilities and Balance</b>	2,357,461.29	36,080.02	71,543.37	2,429,004.66
<b>471 LCTS Collaborative Agency</b>				
-----Assets-----				
1001 Cash In Bank - Checking	0.00	66,258.00	66,258.00	66,258.00
<b>Total Assets</b>	0.00	66,258.00	66,258.00	66,258.00
---Liabilities and Balance----- Liabilities				

# Southwest Health and Human Services



SRK 3/6/17 11:39AM

RM- Stmt of Revenues & Expenditures

Page 2

As Of 02/2017 Report Basis: Cash

DESCRIPTION	CURRENT MONTH	YEAR TO- DATE	2017 BUDGET	% OF BUDG	% OF YEAR
FUND 1 HEALTH SERVICES FUND					
REVENUES					
CONTRIBUTIONS FROM COUNTIES	0.00	0.00	879,923.00-	0	17
INTERGOVERNMENTAL REVENUES	6,419.68-	149,653.36-	252,000.00-	59	17
STATE REVENUES	33,401.01-	53,308.96-	857,375.00-	6	17
FEDERAL REVENUES	110,569.74-	175,601.76-	1,365,422.00-	13	17
FEES	46,777.07-	87,964.57-	500,700.00-	18	17
EARNINGS ON INVESTMENTS	484.96-	484.96-	6,000.00-	8	17
MISCELLANEOUS REVENUES	224.31-	1,386.37-	2,800.00-	50	17
TOTAL REVENUES	197,876.77-	468,399.98-	3,864,220.00-	12	17
EXPENDITURES					
PROGRAM EXPENDITURES	0.00	0.00	0.00	0	17
PAYROLL AND BENEFITS	222,748.70	429,686.56	2,970,827.00	14	17
OTHER EXPENDITURES	96,829.81	157,603.60	893,393.00	18	17
TOTAL EXPENDITURES	319,578.51	587,290.16	3,864,220.00	15	17

# Southwest Health and Human Services



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RM- Stmt of Revenues & Expenditures

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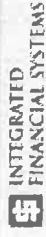
As Of 02/2017 Report Basis: Cash

DESCRIPTION	CURRENT MONTH	YEAR TO-DATE	2017 BUDGET	% OF BUDG	% OF YEAR
FUND 5 HUMAN SERVICES FUND					
REVENUES					
CONTRIBUTIONS FROM COUNTIES	44,282.25-	845,478.83-	9,832,836.00-	9	17
INTERGOVERNMENTAL REVENUES	5,398.59-	5,398.59-	10,000.00-	54	17
STATE REVENUES	300,188.21-	422,923.57-	4,975,279.00-	9	17
FEDERAL REVENUES	964,939.30-	1,297,746.88-	7,670,294.00-	17	17
FEES	186,871.45-	367,654.09-	2,356,650.00-	16	17
EARNINGS ON INVESTMENTS	2,546.02-	2,546.02-	32,000.00-	8	17
MISCELLANEOUS REVENUES	298,798.05-	432,828.26-	1,169,251.00-	37	17
TOTAL REVENUES	1,803,023.87-	3,374,576.24-	26,046,310.00-	13	17
EXPENDITURES					
PROGRAM EXPENDITURES	898,082.78	1,618,401.26	8,857,266.00	18	17
PAYROLL AND BENEFITS	1,084,687.06	2,127,426.09	14,304,852.00	15	17
OTHER EXPENDITURES	224,497.74	613,580.33	2,884,192.00	21	17
TOTAL EXPENDITURES	2,207,267.58	4,359,407.68	26,046,310.00	17	17

# Southwest Health and Human Services

## Revenues & Expend by Prog,Dept,Fund

SRK  
3/6/17 11:39AM



Report Basis: Cash

Element	Description	Account Number	Current Month	Year-To-Date	Budget	% of Bdgt	% of Year
1 FUND	Health Services Fund						
410 DEPT	General Administration						
0 PROGRAM	...						
930 PROGRAM	Administration						
410 DEPT	General Administration	Totals:					
481 DEPT	Nursing						
100 PROGRAM	Family Health						
103 PROGRAM	Follow Along Program						
110 PROGRAM	TANF						
130 PROGRAM	WIC						
140 PROGRAM	Peer Breastfeeding Support Program						
210 PROGRAM	CTC Outreach						
270 PROGRAM	Maternal Child Health						
	Revenue		2,393.15	4,820.73	1,280.00	377	17
	Expend.		2,393.15	4,820.73	1,280.00	377	17
	Net						
	Revenue		632.27	1,918.79	890,423.00	0	17
	Expend.		49,421.46	98,986.07	703,228.00	14	17
	Net		48,789.19	97,067.28	187,195.00	52	17
	Revenue		632.27	1,918.79	890,423.00	0	17
	Expend.		51,814.61	103,806.80	704,508.00	15	17
	Net		51,182.34	101,888.01	185,915.00	55	17
	Revenue		315.00	525.00	19,200.00	3	17
	Expend.		1,950.22	2,933.83	15,375.00	19	17
	Net		1,635.22	2,408.83	3,825.00	63	17
	Revenue		0.00	0.00	27,000.00	0	17
	Expend.		2,272.67	4,514.25	43,948.00	10	17
	Net		2,272.67	4,514.25	16,948.00	27	17
	Revenue		0.00	0.00	127,876.00	0	17
	Expend.		40,331.79	40,331.79	127,876.00	32	17
	Net		40,331.79	40,331.79	0.00	0	17
	Revenue		38,108.00	73,311.00	494,000.00	15	17
	Expend.		43,569.38	81,676.92	452,186.00	18	17
	Net		5,461.38	8,365.92	41,814.00	20	17
	Revenue		18,027.00	18,027.00	76,620.00	24	17
	Expend.		4,227.11	10,544.46	62,626.00	17	17
	Net		13,799.89	7,482.54	13,994.00	53	17
	Revenue		26,347.33	26,347.33	253,816.00	10	17
	Expend.		15,011.49	29,269.65	203,048.00	14	17
	Net		11,335.84	2,922.32	50,768.00	6	17
	Revenue		4,321.48	12,361.44	282,650.00	4	17
	Expend.		20,408.15	39,062.61	316,836.00	12	17
	Net		16,086.67	26,701.17	34,186.00	78	17

# Southwest Health and Human Services

SRK  
3/6/17 11:39AM

Revenues & Expend by Prog,Dept,Fund



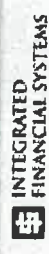
Report Basis: Cash

Element	Description	Account Number	Revenue	Current Month	Year-To-Date	Budget	% of Bdgt	% of Year
280 PROGRAM	MCH Dental Health			880.21-	1,360.53-	53,300.00-	3	17
			Expend.	5,582.04	10,909.78	87,839.00	12	17
			Net	4,701.83	9,549.25	34,539.00	28	17
285 PROGRAM	MCH Blood Lead			670.66-	1,986.08-	0.00	0	17
			Expend.	347.22	1,619.13	0.00	0	17
			Net	323.44-	366.95-	0.00	0	17
295 PROGRAM	MCH Car Seat Program			1,303.51-	2,511.51-	29,200.00-	9	17
			Expend.	2,058.64	3,744.30	33,914.00	11	17
			Net	755.13	1,232.79	4,714.00	26	17
300 PROGRAM	Case Management			36,756.94-	58,706.47-	388,000.00-	15	17
			Expend.	39,530.84	68,472.27	338,450.00	20	17
			Net	2,773.90	9,765.80	49,550.00-	20-	17
330 PROGRAM	MNChoices			18,560.00-	18,560.00-	182,000.00-	10	17
			Expend.	19,276.14	41,523.61	283,051.00	15	17
			Net	716.14	22,963.61	101,051.00	23	17
603 PROGRAM	Disease Prevention And Control			5,464.18-	13,908.33-	156,942.00-	9	17
			Expend.	17,777.36	35,702.01	225,640.00	16	17
			Net	12,313.18	21,793.68	68,698.00	32	17
660 PROGRAM	MIIC			0.00	0.00	1,500.00-	0	17
			Expend.	256.54	271.22	0.00	0	17
			Net	256.54	271.22	1,500.00-	18-	17
481 DEPT	Nursing			150,754.31-	227,604.69-	2,092,104.00-	11	17
			Expend.	212,599.59	370,575.83	2,190,789.00	17	17
			Net	61,845.28	142,971.14	98,685.00	145	17
483 DEPT	Health Education							
500 PROGRAM	Direct Client Services			795.60-	915.60-	18,950.00-	5	17
			Expend.	2,000.92	3,367.91	72,726.00	5	17
			Net	1,205.32	2,452.31	53,776.00	5	17
510 PROGRAM	SHIP			0.00	19,907.95-	223,325.00-	9	17
			Expend.	14,690.81	28,506.80	223,325.00	13	17
			Net	14,690.81	8,598.85	0.00	0	17
530 PROGRAM	Cleerway Grant			0.00	0.00	75,000.00-	0	17
			Expend.	2,168.85	6,637.04	75,000.00	9	17
			Net	2,168.85	6,637.04	0.00	0	17
<b>Totals:</b>								

# Southwest Health and Human Services

## Revenues & Expend by Prog,Dept,Fund

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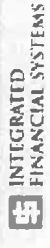


Report Basis: Cash

Element	Description	Account Number	Current Month	Year-To-Date	Budget	% of Bdgt	% of Year
550 PROGRAM	P&I Grant		0.00	24,784.00-	188,318.00-	13	17
			6,199.95	13,677.16	188,318.00	7	17
			6,199.95	11,106.84-	0.00	0	17
900 PROGRAM	Emergency Preparedness		22,859.76-	22,859.76-	115,250.00-	20	17
			7,251.90	13,133.84	132,377.00	10	17
			15,607.86-	9,725.92-	17,127.00	57-	17
901 PROGRAM	Med Reserve Corps		0.00	0.00	3,500.00-	0	17
			0.00	4.90	3,212.00	0	17
			0.00	4.90	288.00-	2-	17
483 DEPT	Health Education	Totals:	23,655.36-	68,467.31-	624,343.00-	11	17
			32,312.43	65,327.65	694,958.00	9	17
			8,657.07	3,139.66-	70,615.00	4-	17
485 DEPT	Environmental Health		7,681.68-	155,256.04-	237,350.00-	65	17
800 PROGRAM	Environmental		20,306.20	39,359.09	252,630.00	16	17
			12,624.52	115,896.95-	15,280.00	758-	17
820 PROGRAM	Healthy Homes Grant		15,153.15-	15,153.15-	20,000.00-	76	17
			2,545.68	8,220.79	21,335.00	39	17
			12,607.47-	6,932.36-	1,335.00	519-	17
485 DEPT	Environmental Health	Totals:	22,834.83-	170,409.19-	257,350.00-	66	17
			22,851.88	47,579.88	273,965.00	17	17
			17.05	122,829.31-	16,615.00	739-	17
1 FUND	Health Services Fund	Totals:	197,876.77-	468,399.98-	3,864,220.00-	12	17
			319,578.51	587,290.16	3,864,220.00	15	17
			121,701.74	118,890.18	0.00	0	17



# Southwest Health and Human Services



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## Revenues & Expend by Prog,Dept,Fund

Report Basis: Cash

Element 5 FUND	Description Human Services Fund	Account Number	Current Month	Year-To-Date	Budget	% of Bdgt	% of Year
410 DEPT	General Administration		14,951.16	37,967.25	122,993.00	31	17
0 PROGRAM	...		14,951.16	37,967.25	122,993.00	31	17
410 DEPT	General Administration	Totals:	14,951.16	37,967.25	122,993.00	31	17
420 DEPT	Income Maintenance		14,951.16	37,967.25	122,993.00	31	17
600 PROGRAM	Income Maint Administrative/Overhee		39,480.10-	277,204.62-	2,647,810.00-	10	17
			130,812.67	279,658.83	1,815,584.00	15	17
			91,332.57	2,454.21	832,226.00-	0-	17
601 PROGRAM	Income Maint/Random Moment Payro		205,045.17	402,878.65	2,739,874.00	15	17
			205,045.17	402,878.65	2,739,874.00	15	17
602 PROGRAM	Income Maint FPI Investigator		0.00	0.00	50,000.00-	0	17
			4,697.14	9,359.54	64,679.00	14	17
			4,697.14	9,359.54	14,679.00	64	17
605 PROGRAM	MN Supplemental Aid (MSA)/GRH		324.00-	374.00-	1,300.00-	29	17
			915.77	1,873.04	12,000.00	16	17
			591.77	1,499.04	10,700.00	14	17
610 PROGRAM	TANF(AFDC/MFIP/DWP)		701.00-	3,286.00-	35,000.00-	9	17
			428.50	625.75	17,000.00	4	17
			272.50-	2,660.25-	18,000.00-	15	17
620 PROGRAM	General Asst (GA)/General Relief/Buri		2,153.00-	2,668.63-	30,000.00-	9	17
			4,865.64	39,562.18	162,500.00	24	17
			2,712.64	36,893.55	132,500.00	28	17
630 PROGRAM	Food Support (FS)		105,395.37-	117,305.37-	667,500.00-	18	17
			517.30	1,743.74	7,000.00	25	17
			104,878.07-	115,561.63-	660,500.00-	17	17
640 PROGRAM	Child Support (IVD)		205,117.80-	342,069.03-	2,275,784.00-	15	17
			112,658.46	222,396.02	1,214,355.00	18	17
			92,459.34-	119,673.01-	1,061,429.00-	11	17

# Southwest Health and Human Services

## Revenues & Expend by Prog,Dept,Fund

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Report Basis: Cash

Element	Description	Account Number	Current Month	Year-To-Date	Budget	% of
						Year
650 PROGRAM	Medical Assistance (MA)		210,635.97-	378,882.46-	3,825,000.00-	10 17
			217,028.90	387,500.92	1,916,000.00	20 17
			6,392.93	8,618.46	1,909,000.00-	0- 17
680 PROGRAM	Refugee Cash Assistance (RCA)		0.00	0.00	1,200.00-	0 17
			0.00	0.00	1,200.00-	0 17
420 DEPT	Income Maintenance	Totals:	563,807.24-	1,121,790.11-	9,533,594.00-	12 17
			676,969.55	1,345,598.67	7,948,992.00	17 17
			113,162.31	223,808.56	1,584,602.00-	14- 17
431 DEPT	Social Services					
0 PROGRAM			221,854.03-	221,854.03-	0.00	0 17
			221,854.03-	221,854.03-	0.00	0 17
700 PROGRAM	Social Service Administrative/Overhea		507,356.23-	1,110,263.64-	9,462,006.00-	12 17
			205,413.50	535,394.36	3,095,135.00	17 17
			301,942.73-	574,869.28-	6,366,871.00-	9 17
701 PROGRAM	Social Services/SSTS		554,925.65	1,087,242.76	7,325,604.00	15 17
			554,925.65	1,087,242.76	7,325,604.00	15 17
710 PROGRAM	Children's Social Services Programs		201,701.32-	250,568.79-	1,599,500.00-	16 17
			270,719.53	531,750.91	2,898,550.00	18 17
			69,018.21	281,182.12	1,299,050.00	22 17
712 PROGRAM	CIRCLE Program		5,000.00-	5,000.00-	5,000.00-	100 17
			1,056.03	2,673.22	15,000.00	18 17
			3,943.97-	2,326.78-	10,000.00	23- 17
713 PROGRAM	"SELF Program" Grant		0.00	0.00	54,012.00-	0 17
			1,941.69	3,044.68	54,012.00	6 17
			1,941.69	3,044.68	0.00	0 17
715 PROGRAM	Childrens Waivers		0.00	10,497.63-	64,000.00-	16 17
			0.00	0.00	10,000.00	0 17
			0.00	10,497.63-	54,000.00-	19 17
716 PROGRAM	FGDM/Family Group Decision Making		398.59-	398.59-	59,414.00-	1 17
			4,808.17	4,910.13	65,350.00	8 17
			4,409.58	4,511.54	5,936.00	76 17

# Southwest Health and Human Services

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Revenues & Expend by Prog,Dept,Fund

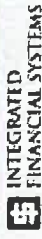


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Report Basis: Cash

Element	Description	Account Number	Revenue	Expend.	Net	Current Month	Year- To- Date	Budget	% of Bdgt	% of Year
717 PROGRAM	AR/Alternative Response Discretion F		0.00			3,682.19	5,875.82	53,540.00	11	17
						3,682.19	5,875.82	53,540.00	0	17
718 PROGRAM	PSOP/Parent Support Options Program		0.00			3,332.89	6,140.95	47,311.00	13	17
						3,332.89	6,140.95	47,311.00	0	17
720 PROGRAM	Ch Care/Ch Prot		2,800.00			2,800.00	4,500.00	28,000.00	16	17
						0.00	70.00	6,000.00	1	17
						2,800.00	4,430.00	22,000.00	20	17
721 PROGRAM	CC- Basic Slide Fee/Cty Match to DHS		0.00			0.00	0.00	42,555.00	0	17
						0.00	3,613.75	43,365.00	8	17
						0.00	3,613.75	810.00	446	17
722 PROGRAM	Child Care/MFIP		0.00			0.00	0.00	2,000.00	0	17
						0.00	0.00	2,000.00	0	17
726 PROGRAM	MFIP/SW MN PIC		0.00			0.00	0.00	16,500.00	0	17
						0.00	0.00	16,500.00	0	17
730 PROGRAM	Chemical Dependency		46,231.26			38,179.75	84,638.78	302,000.00	19	17
						8,051.51	27,529.19	436,500.00	19	17
						67.85	67.85	134,500.00	20	17
740 PROGRAM	Mental Health (Both Adults/Children)		67.85			67.85	67.85	0.00	0	17
						67.85	67.85	0.00	0	17
741 PROGRAM	Mental Health/Adults Only		59,418.00			202,711.86	292,982.07	1,445,081.00	9	17
						143,293.86	169,473.57	1,588,130.00	18	17
						17,479.00	54,406.90	143,049.00	118	17
742 PROGRAM	Mental Health/Children Only		155,850.11			138,371.11	202,065.65	852,902.00	6	17
						7,816.30	75,871.96	1,416,397.00	18	17
						22,229.75	54,940.41	563,495.00	36	17
750 PROGRAM	Developmental Disabilities		7,816.30			14,413.45	20,931.55	687,895.00	11	17
						22,229.75	54,940.41	362,111.00	15	17
						14,413.45	20,931.55	325,784.00	6	17

# Southwest Health and Human Services



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## 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		100,041.55-	206,228.67-	1,276,000.00-	16	17
			7,513.49	14,446.26	99,000.00	15	17
			92,528.06-	191,782.41-	1,177,000.00-	16	17
765 PROGRAM	Adults Waivers		0.00	60,565.48-	490,000.00-	12	17
			4,107.74	14,415.24	52,000.00	28	17
			4,107.74	46,150.24-	438,000.00-	11	17
431 DEPT	Social Services	Totals:	1,170,164.13-	2,180,841.63-	16,487,716.00-	13	17
			1,476,472.35	2,898,611.89	17,568,005.00	16	17
			306,308.22	717,770.26	1,080,289.00	66	17
461 DEPT	Information Systems						
0 PROGRAM			2,794.50-	5,686.50-	25,000.00-	23	17
			38,874.52	77,229.87	406,320.00	19	17
			36,080.02	71,543.37	381,320.00	19	17
461 DEPT	Information Systems	Totals:	2,794.50-	5,686.50-	25,000.00-	23	17
			38,874.52	77,229.87	406,320.00	19	17
			36,080.02	71,543.37	381,320.00	19	17
471 DEPT	LCTS Collaborative Agency						
702 PROGRAM	LCTS		66,258.00-	66,258.00-	0.00	0	17
			66,258.00-	66,258.00-	0.00	0	17
471 DEPT	LCTS Collaborative Agency	Totals:	66,258.00-	66,258.00-	0.00	0	17
			66,258.00-	66,258.00-	0.00	0	17
5 FUND	Human Services Fund	Totals:	1,803,023.87-	3,374,576.24-	26,046,310.00-	13	17
			2,207,267.58	4,359,407.68	26,046,310.00	17	17
			404,243.71	984,831.44	0.00	0	17
FINAL TOTALS	974 Accounts		2,000,900.64-	3,842,976.22-	29,910,530.00-	13	17
			2,526,846.09	4,946,697.84	29,910,530.00	17	17
			525,945.45	1,103,721.62	0.00	0	17

**SOUTHWEST HEALTH AND HUMAN SERVICES CHECK REGISTER  
FEBRUARY 2017**

DATE	RECEIPT or CHECK #	DESCRIPTION	+ DEPOSITS	- DISBURSEMENTS	BALANCE
	<b>BALANCE FORWARD</b>				3,133,060.28
2/3/17	7704-7728	PAYROLL		142,364.14	2,990,696.14
2/3/17	42129-42387 ACH	PAYROLL		506,481.21	2,484,214.93
2/3/17	76307-76343	Disp		3,481.99	2,480,732.94
2/3/17	76344-76407	Disp		102,174.91	2,378,558.03
2/3/17	2251-2267 ACH	Disp		1,015.08	2,377,542.95
2/3/17	21970-22035	Dep	274,890.14		2,652,433.09
2/6/17	9523	Disb		12,115.69	2,640,317.40
2/3/17	27849	Interest	3,030.98		2,643,348.38
2/7/17	22036-22077	Dep	163,382.52		2,806,730.90
2/7/17	9524	Disb		2,514.26	2,804,216.64
2/8/17	9525	Disb		9,826.18	2,794,390.46
2/9/17	9526	Disb		59,024.76	2,735,365.70
2/10/17	76408-76429	Disb		7,822.42	2,727,543.28
2/10/17	2268-2269 ACH	Disb		291.06	2,727,252.22
2/10/17	76430-76552	Disb		504,618.21	2,222,634.01
2/10/17	2270-2300 ACH	Disb		2,656.97	2,219,977.04
2/10/17	22078-22145	Dep	301,233.56		2,521,210.60
2/13/17	9527	Disb		8,538.66	2,512,671.94
2/14/17	22146-22186	Dep	169,133.54		2,681,805.48
2/17/17	76553-76646	Disb		12,022.90	2,669,782.58
2/17/17	76647-76775	Disb		42,914.40	2,626,868.18
2/17/17	2301 ACH	Disb		114.49	2,626,753.69
2/17/17	76776-76817	Disb		3,812.88	2,622,940.81
2/17/17	2302 ACH	Disb		69.74	2,622,871.07
2/17/17	76818-76917	Disb		353,596.75	2,269,274.32
2/17/17	2303-2322 ACH	Disb		1,090.17	2,268,184.15
2/17/17	7729-7747	PAYROLL		140,603.32	2,127,580.83
2/17/17	42388-42642 ACH	PAYROLL		508,958.60	1,618,622.23
2/17/17	22187-22257	Dep	680,212.05		2,298,834.28
2/21/17	9528	Disb		7,243.62	2,291,590.66
2/21/17	9529	Disb		8,417.09	2,283,173.57
2/21/17	22258, 272, 274, 276-282, 284-293, 22295-22297	Dep	43,679.06		2,326,852.63
2/22/17	9530	Disb		11,622.18	2,315,230.45
2/24/17	76918-76939	Disb		4,169.46	2,311,060.99
2/24/17	76940-77035	Disb		168,719.25	2,142,341.74
2/24/17	2323-2333 ACH	Disb		993.80	2,141,347.94
2/24/17	22259-22271, 22273, 22275, 22283, 22294, 22298-22404	Dep	687,587.05		2,828,934.99
2/27/17	9531	Disb		80,960.67	2,747,974.32
2/28/17	77036-77039	Disb		116.22	2,747,858.10
2/28/17	2334 ACH	Disb		63.16	2,747,794.94
2/28/17	77040-77069	Disb		45,120.37	2,702,674.57
2/28/17	2335-2336 ACH	Disb		196.64	2,702,477.93
2/28/17	22405-22462	Dep	21,870.35		2,724,348.28
					2,724,348.28
					2,724,348.28
					2,724,348.28
	<b>balanced 3/1/17 jvp</b>	<b>TOTALS</b>	<b>2,345,019.25</b>	<b>2,753,731.25</b>	

# Social Services Caseload:

Yearly Averages	Adult Services	Children's Services	Total Programs
2014	2789	449	3238
2015	2648	481	3129
2016	2669	518	3187
2017			

<b>2016</b>	Adult Services	Children's Services	Total Programs
January	2684	605	3289
February	2710	632	3342
March			0
April			0
May			0
June			0
July			0
August			0
September			0
October			0
November			0
December			0
	<b>2697</b>	<b>619</b>	<b>553</b>

# Adult - Social Services Caseload

Average	Adult Brain Injury (BI)	Adult Community Access for Disability Inclusion (CADI)	Adult Community Access for Disability Inclusion (CADD)	Adult Essential Community Supports	Adult Mental Health (AMH)	Adult Protective Services (APS)	Adult Services (AS)	Alternative Care (AC)	Chemical Dependency (CD)	Developmental Disabilities (DD)	Elderly Waiver (EW)	Total Programs
2014	14	242	14		331	37	842	28	484	464	334	2789
2015	12	227	13		306	34	817	23	403	460	352	2652
2016	13	240	12		298	50	829	18	396	452	362	2669
2017												

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

2017	Adult Brain Injury (BI)	Adult Community Access for Disability Inclusion (CADD)	Adult Community Access for Disability Inclusion (CADI)	Adult Essential Community Supports	Adult Mental Health (AMH)	Adult Protective Services (APS)	Adult Services (AS)	Alternative Care (AC)	Chemical Dependency (CD)	Developmental Disabilities (DD)	Elderly Waiver (EW)	Total Programs
January	12	255	11	0	330	33	810	16	423	442	352	2684
February	12	257	11	0	326	36	803	16	454	443	352	2710
March												
April												
May												
June												
July												
August												
September												
October												
November												
December												
	12	256	11	0	328	35	807	16	439	443	352	2697

**NON IVD COLLECTIONS**  
**FEBRUARY 2017**

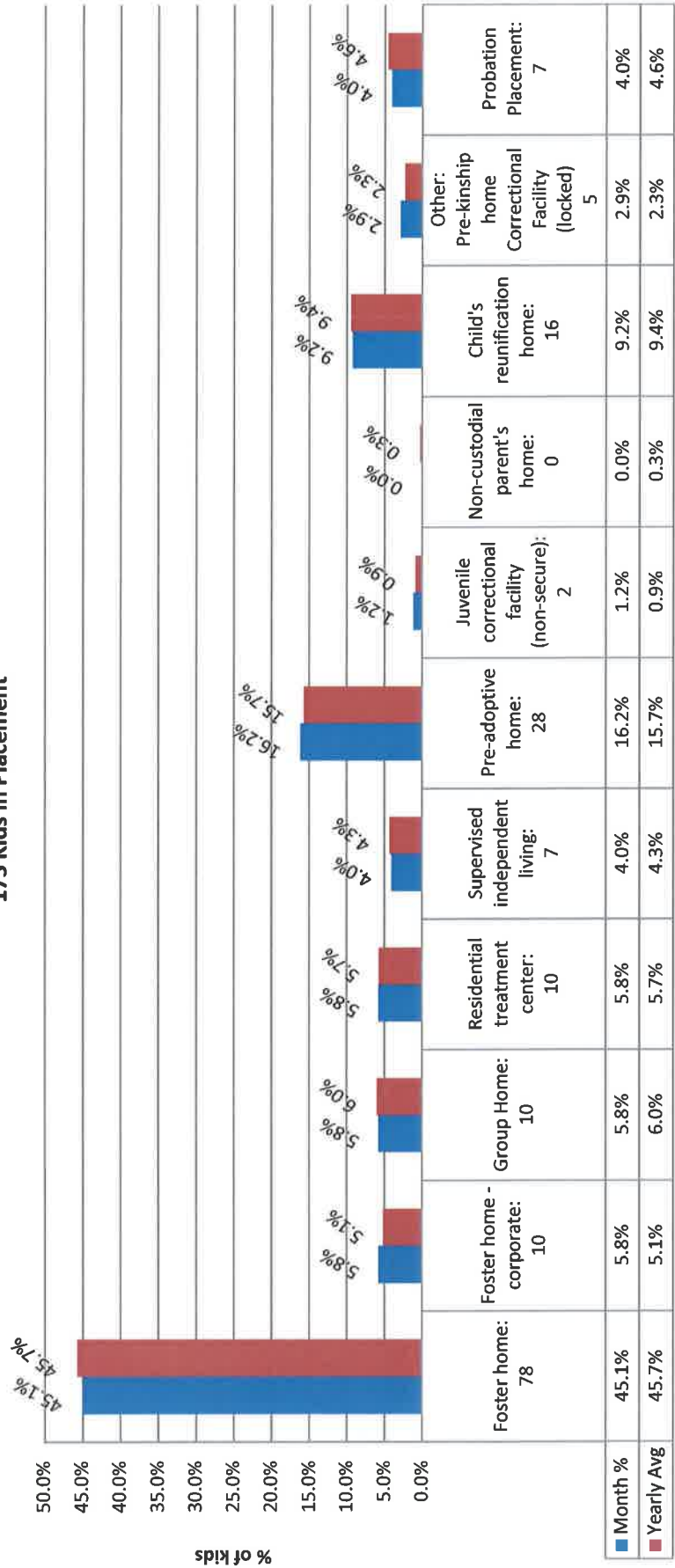
PROGRAM	ACCOUNT	TOTAL
MSA/GRH	05-420-605.5802	324
TANF (MFIP/DWP/AFDC)	05-420-610.5803	586
GA	05-420-620.5803	251
FS	05-420-630.5803	845
CS (PI Fee, App Fee, etc)	05-420-640.5501	211
MA Recoveries & Estate Collections (25% retained by agency)	05-420-650.5803	40,237
REFUGEE	05-420-680.5803	0
CHILDRENS		
Parental Fees, Holds	05-431-710.5501	4,450
OOH/FC Recovery	05-431-710.5803	22,184
CHILDCARE		
Licensing	05-431-720.5502	1,750
Corp FC Licensing	05-431-710.5505	1,050
Over Payments	05-431-721&722.5803	0
CHEMICAL DEPENDENCY		
CD Assessments	05-431-730.5519	8,023
Detox Fees	05-431-730.5520	5,726
Over Payments	05-431-730.5803	0
MENTAL HEALTH		
Insurance Copay	05-431-740.5803	68
Over Payments	05-431-741 or 742.5803	0
DEVELOPMENTAL DISABILITIES		
Insurance Copay/Overpayments	05-431-750.5803	218
ADULT		
Insurance Copay/Overpayments	05-431-760.5803	159
<b>TOTAL NON-IVD COLLECTIONS</b>		<b>86,082</b>



## 2017 KIDS IN OUT OF HOME PLACEMENT - BY COUNTY

	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17	Oct-17	Nov-17	Dec-17	YTD Average	2016 Average
Lincoln	11	11											11	12
Lyon	32	32											32	44
Murray	9	9											9	6
Pipestone	22	22											22	21
Redwood	92	87											90	77
Rock	11	12											12	12
<b>Monthly Totals</b>	<b>177</b>	<b>173</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>12</b>

**February 2017 - Placements by Category  
173 Kids in Placement**



**February 2017:** Total kids in placement = 173

**Total of 10 Children entered placement**

2	Lyon	Foster Home
1	Murray	Foster Home
1	Pipestone	Group Home
1	Pipestone	Probation
1	Rock	Foster Home-Corporate
1	Rock	Juvenile Correctional Facility
3	Redwood	Foster Home

**Total of 14 Children were discharged from placement** (discharges from previous month)

1	Lyon	Supervised Independent Living
1	Murray	Probation
2	Pipestone	Foster Home
5	Redwood	Child's Reunification Home
2	Redwood	Probation
1	Redwood	Residential Treatment
1	Redwood	Non-Custodial Parent's Home
1	Rock	Adopted

**SOUTHWEST HEALTH AND HUMAN SERVICES  
INCOME MAINTENANCE POLICY NUMBER 3**

EFFECTIVE DATE: 02/16/11

REVISION DATE: 09/16/15

AUTHORITY: Southwest Health and Human Services – Human Services Board

**---BURIAL AND CREMATION POLICY---**

**Section 1 - Eligibility Requirements for a County Paid Burial**

- a. Any funeral service which will require county funding must be requested within 72 hours from the time of death.
- b. Application for Payment of Income Maintenance Burial must be completed by the family or individual with the legal right to control service.
- c. Prior Authorization for payment must be obtained from Southwest Health and Human Services.
- d. Any resources available for funeral costs such as Social Security Death Benefits, Veteran's Benefits, savings, checking, life insurance, or relative contributions are to be deducted from the county allowable burial expenses.
- e. Other customary expense items such as printed material, service gratuities, newspaper/media expense, certified copies of death certificate, [church or location rental, flowers](#), etc. are the responsibility of the family or individual with the legal right to control service. [Payment for these expenses cannot come from the decedent's assets if a county burial is approved.](#)
- f. This policy is applicable to fetuses of 20 weeks or more, stillborns, or any live births.

**Section 2 - Basic Services**

**Traditional Burial**

\*Amount of payment to not exceed \$3800 for ALL services which may include:

\*Professional services, embalming, other care and preparation, use of facility/staff for visitation and service, casket, cemetery liner, cemetery lot, grave opening and closing, and graveside services

\*Additional payments authorized for general transportation from place of death, funeral coach with a maximum of 200 miles at \$2.00/mile per loaded mile beyond 25 miles.

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**SOUTHWEST HEALTH AND HUMAN SERVICES  
INCOME MAINTENANCE POLICY NUMBER 3**

• Crematorium Charges	Cost	Cremation Only
• Medical Examiner Cremation Fee	Cost	Cremation Only
• Cemetery Lot	Cost	Both
• Grave Opening & Closing	Cost	Both
• Graveside Service	\$125.00	Both
• General Transportation		
○ From place of death	\$ 175.00	Both
○ Funeral Coach	\$ 225.00	Casketed Only
○ Mileage limit	\$2.00 per loaded mile beyond 25 miles	
○ Transportation for interment will be limited to a maximum of 200 miles.		
	Transportation costs that exceed this will be the responsibility of the individual with the legal right to control the service.	

**ALL BILLS RECEIVED FROM THE FUNERAL HOME MUST BE ITEMIZED**

Agency Forms Regarding This Policy:

- IM#009 – Application for Payment of Income Maintenance Burial
- IM#032 – Payment Authorization Form
- IM#083 – Cover Letter
- IM#084 – Declaration and Claim of Funeral Director for Payment of Income Maintenance Burial
- IM#118 – Estate Claims Fact Sheet Referral to Collections
- ELIG#031 – County Burial Prior Authorization Form

# From Cost Shares to Cost Shifts

- The 2015 Legislative Session resulted in many new reforms, and it is anticipated that more reforms with significant cost implications are expected
- Although the Legislature did fund some of the reforms, it is estimated the total annual cost will exceed the amount appropriated by \$20 million to \$30 million. This will result in a new annual unfunded tax burden to counties, or the county will be forced to eliminate other essential programs and services.
- SWHHS Child Protection grant for 2016 was \$481,845
- SWHHS 2016 total expenses for services and OHP was \$893,696
- In SWHHS, projections show that \$411,851 was spent in 2016 above the state appropriation
- An extra \$218,000 was spent on additional personnel in child protection in 2016
- SWHHS board approved additional funding for 5 more staff and \$100,00 for services and efforts for child protection

# Child Protection Trends in SWHHHS

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- The Governor's Task Force also identified a workload standard for child protection workers:
  - No more than 10 child protection case management cases per worker
  - Supervisor to worker ratio of 8 to 1
- 2015: 5 new positions (supervisor, case aide, 3 child protection workers)
- 2016: 6 new positions (supervisor, case aide, 4 child protection workers)
- Current (February 2017) average child protection caseload = 13

# Child Protection Trends in SW/HHS

## 2013

- Total Child Protection Assessments = 359
- Children in Care = 204

## 2014

- Total Child Protection Assessments = 347
- Children in Care = 206

## 2015

- Total Child Protection Assessments = 529
- Children in Care = 239

## 2016

- Total Child Protection Assessments = 620
- Children in Care = 255

(Governor's task force recommendations implemented in 2015)



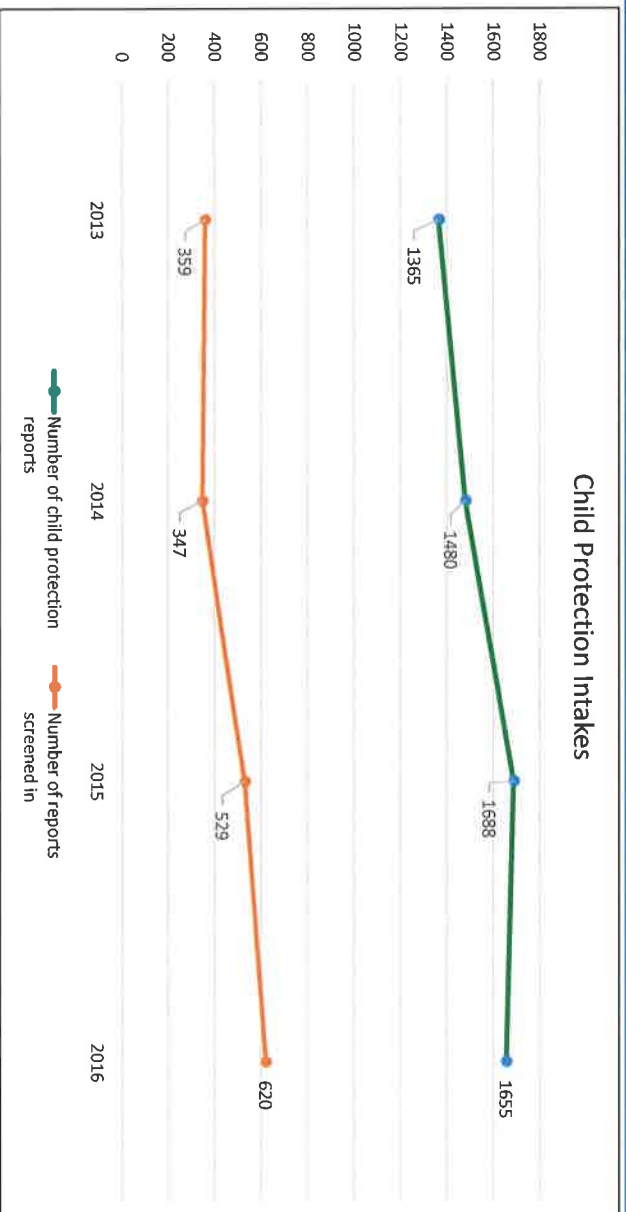
# Child Protection Trends in SW/HHS

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- Comparison of 2013 to 2016
  - 72.7% more child protection assessments
  - 26.1% more children in care

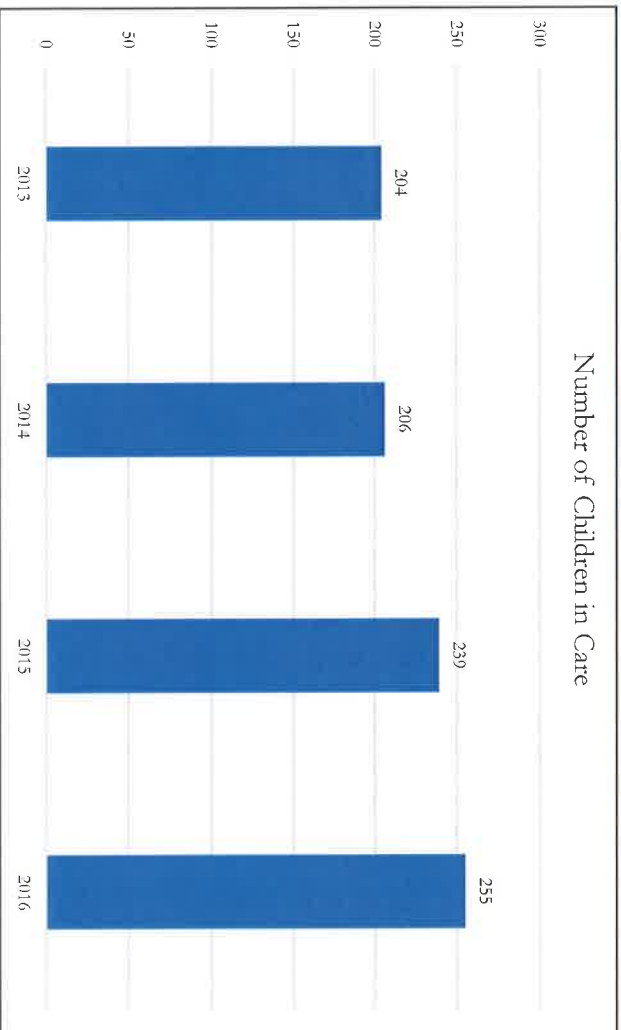
# Child Protection Trends in SWHHS

Child Protection Intakes



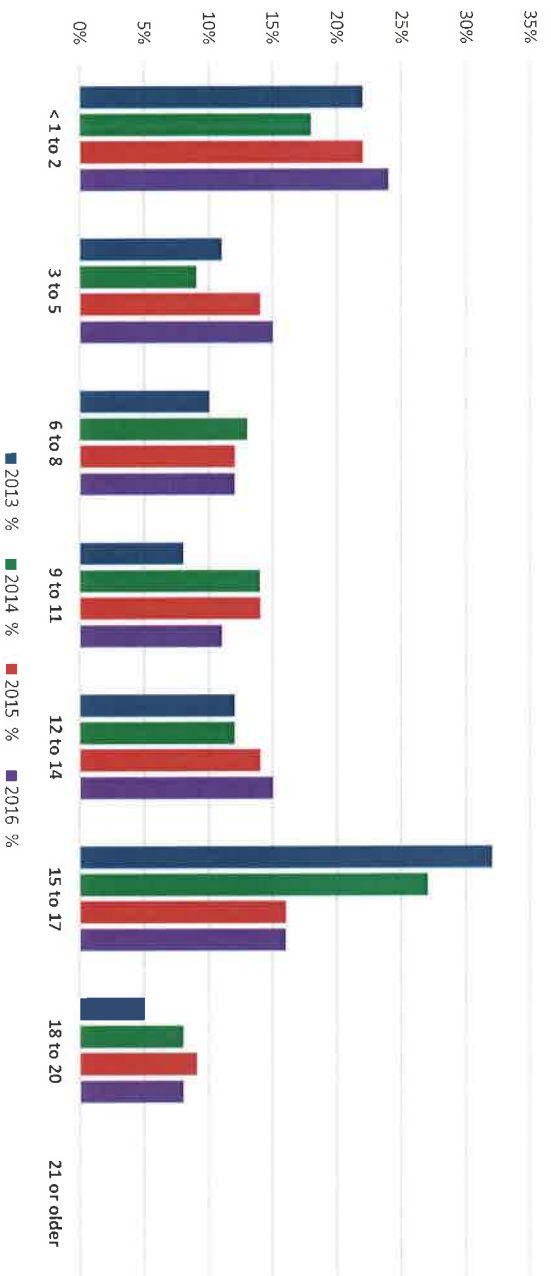
# Trends in SWHHHS

Number of Children in Care



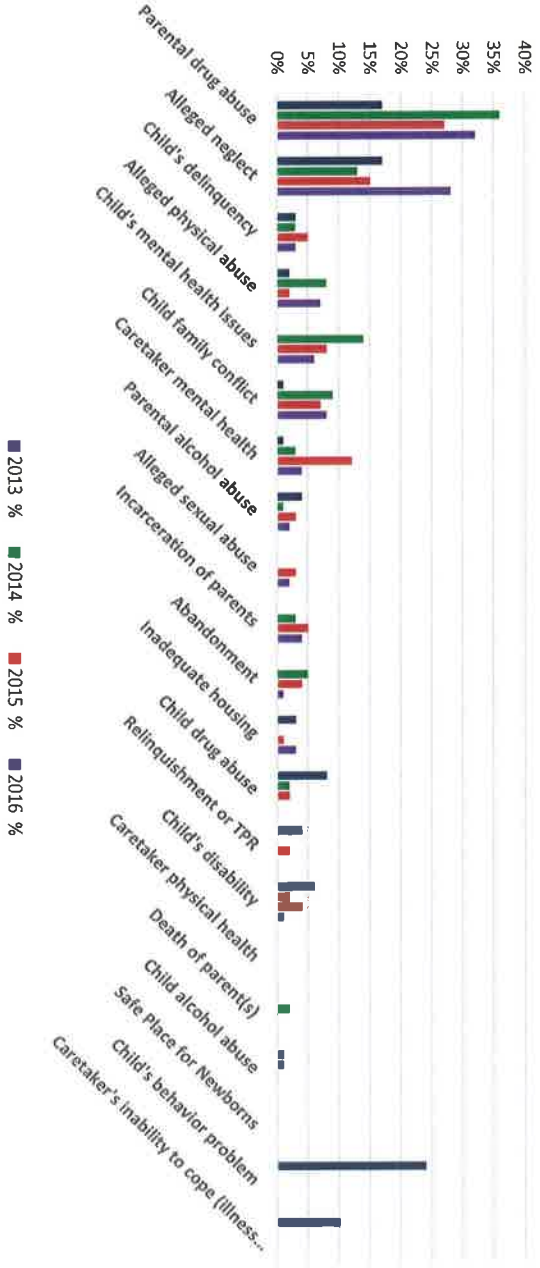
# Trends in SWHHHS

Age of Children in Care



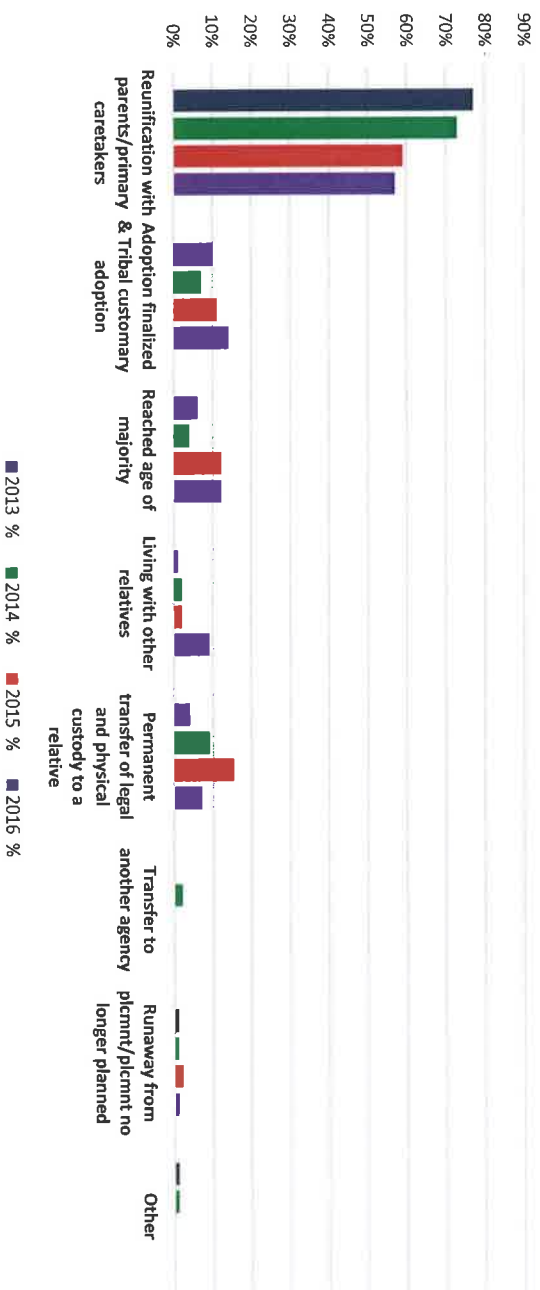
# Trends in SWHHHS

Removal Reasons



# Trends in SWHHHS

Discharge Reasons





Ivanhoe, MN • 507-694-1452    Slayton, MN • 507-836-6144

Pipestone, MN • 507-825-6720    Luverne, MN • 507-283-5070

Marshall, MN • Human Services 507-537-6747 • Health Services 507-537-6713

Redwood Falls, MN • Human Services 507-637-4050 • Health Services 507-637-4041

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Dear Board Members,

In 2007, the State of Minnesota passed a comprehensive smoke-free law that covered indoor public places and workplaces, including bars and restaurants. In 2014, Governor Dayton signed into law new regulations to address the sale and use of electronic cigarettes (e-cigarettes). This legislation expanded the definition of tobacco products that must be licensed to include e-cigarettes along with other licensing regulations. Included with this new legislation were additions to the Minnesota Clean Indoor Air Act (MCIAA) that regulated/prohibited the use of e-cigarettes in a number of locations, including; Day Cares, Health Care Facilities, Schools, and any building owned or operated by a government entity.

Studies and surveys at the national and state level have found that, while use of tobacco products by middle and high school age youth has leveled or declined, the use of e-cigarettes by that population has substantially increased. Further, scientific research has shown some adverse health effects associated with the vapor from e-cigarettes, and there is not clear evidence that the use of e-cigarettes is beneficial as a smoking cessation tool.

Southwest Health and Human Services would like to encourage a local Clean Indoor Air Act in each of the five counties (Murray County passed a CIA in May 2016) in our catchment area. There are five principal objectives:

- To protect the health, safety and welfare of the people in each SWHHS county from the adverse effects of secondhand smoke by better ensuring their ability to breathe air that is uncontaminated by secondhand smoke and vapor produced by e-cigarettes.
- Affirms the right to breathe has priority over allowing people to smoke or use e-cigarettes.
- To prevent secondhand smoke and vapor exposure and its adverse health effects on employees, patrons and the general public while in public indoor areas and places of employment.
- To protect, in particular, the health of vulnerable populations including children, the elderly, and those with chronic health conditions.
- To maintain consistency in enforcement of clean air in public indoor areas, and in the use of products that simulate combustible tobacco products.

The ordinance would regulate the use of e-cigarettes, “piggy-backing” on the Minnesota Clean Indoor Air Act (MCIAA). The effect of the ordinance is to prohibit the use of e-cigarettes at those places that the MCIAA prohibits smoking. In addition, the ordinance includes requirements that address smoking and vaping at building entrances, prohibiting smoking and vaping within 10 feet of a building entrance, open window or ventilation intake. The intent is to address smoke or vapor that accumulates at building entrances and can waft into doors, windows and air intake.

Thank you for considering this proposal. I have also attached a Frequently Asked Questions document to further explain the updated CIA Policy.

Sincerely,

Ann Orren, Community Public Health Supervisor  
Southwest Health and Human Services



Ivanhoe, MN • 507-694-1452 Slayton, MN • 507-836-6144

Pipestone, MN • 507-825-6720 Luverne, MN • 507-283-5070

Marshall, MN • Human Services 507-537-6747 • Health Services 507-537-6713

Redwood Falls, MN • Human Services 507-637-4050 • Health Services 507-637-4041

Dear Commissioners,

In 2007, the State of Minnesota passed a comprehensive smoke-free law that covered indoor public places and workplaces, including bars and restaurants. In 2014, Governor Dayton signed into law new regulations to address the sale and use of electronic cigarettes (e-cigarettes). This legislation expanded the definition of tobacco products that must be licensed to include e-cigarettes along with other licensing regulations. Included with this new legislation were additions to the Minnesota Clean Indoor Air Act (MCIAA) that regulated/prohibited the use of e-cigarettes in a number of locations, including; Day Cares, Health Care Facilities, Schools, and any building owned or operated by a government entity.

Studies and surveys at the national and state level have found that, while use of tobacco products by middle and high school age youth has leveled or declined, the use of e-cigarettes by that population has substantially increased. Further, scientific research has shown some adverse health effects associated with the vapor from e-cigarettes, and there is not clear evidence that the use of e-cigarettes is beneficial as a smoking cessation tool.

Members of the Southwest Health and Human Services Board would like to encourage a local Clean Indoor Air Act in each of the five counties (Murray County passed a CIA in May of 2106) in our catchment area. There are five principal objectives:

- To protect the health, safety and welfare of the people in each SWHHS county from the adverse effects of secondhand smoke by better ensuring their ability to breathe air that is uncontaminated by secondhand smoke and vapor produced by e-cigarettes.
- Affirms the right to breathe has priority over allowing people to smoke or use e-cigarettes.
- To prevent secondhand smoke and vapor exposure and its adverse health effects on employees, patrons and the general public while in public indoor areas and places of employment.
- To protect, in particular, the health of vulnerable populations including children, the elderly, and those with chronic health conditions.
- To maintain consistency in enforcement of clean air in public indoor areas, and in the use of products that simulate combustible tobacco products.

The ordinance would regulate the use of e-cigarettes, "piggy-backing" on the Minnesota Clean Indoor Air Act (MCIAA). The effect of the ordinance is to prohibit the use of e-cigarettes at those places that the MCIAA prohibits smoking. In addition, the ordinance includes requirements that address smoking and vaping at building entrances, prohibiting smoking and vaping within 10 feet of a building entrance, open window or ventilation intake. The intent is to address smoke or vapor that accumulates at building entrances and can waft into doors, windows and air intake.

Sincerely,

SWHHS Public Health Board



\_\_\_\_\_ COUNTY CLEAN INDOOR AIR ORDINANCE

**SECTION 1. Title.**

This Ordinance shall be known and referenced as the \_\_\_\_\_ County Clean Indoor Air Ordinance.

**SECTION 2. Purpose and Jurisdiction.**

**2.01 Purpose.** The purpose of this Ordinance is to protect the health, safety and welfare of the people of \_\_\_\_\_ County from the adverse effects of secondhand smoke by better ensuring their ability to breathe air that is uncontaminated by secondhand smoke and vapor produced by electronic delivery devices (more commonly known as e-cigarettes); to affirm that the right to breathe has priority over allowing people to smoke or vape; and to protect vulnerable populations, including employees, children, the elderly, and those with chronic health conditions from the adverse effects of secondhand smoke or e-cigarette vapor, pursuant to the powers granted under Minnesota Statutes, Chapters 145A and 375.

**2.02 Application.** As provided in Minn. Stat. § 145A.05, this Ordinance applies throughout all of \_\_\_\_\_ County, including the municipalities therein.

**2.03 Authority of Community Health Board.** As provided in Minn. Stat. § 145A.04, the Community Health Board is authorized to enforce laws, regulations, and ordinances within its jurisdictional area.

**2.04 More Restrictive Regulations by Other Local Governments Permitted.** Nothing in this Ordinance shall prevent other local levels of government within \_\_\_\_\_ County from adopting more restrictive measures to protect citizens from secondhand smoke or e-cigarette vapor.

**SECTION 3. Definitions.**

**3.01 Application of Definitions.** All terms shall be given their commonly accepted definitions. The singular shall include the plural and the plural shall include the singular. The masculine shall include the feminine and neuter, and vice-versa. The term "shall" means mandatory and the term "may" means permissive. Definitions in the Ordinance shall pertain only to this Ordinance and shall have the meanings stated herein.

**3.02 Electronic Delivery Device.** "Electronic Delivery Device" shall mean any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of aerosol or vapor from the product, an activity commonly referred to as "vaping". Electronic delivery devices include but are not limited to what is commonly referred to as "e-cigarettes".

**3.03 Food Establishment.** "Food Establishment" shall mean any establishment, however designated, engaged in the preparation or serving of food or beverages for consumption either on or off the premises, or anywhere consumption of food occurs on the premises. This term includes any establishment that has an on-sale non-intoxicating malt liquor license, an on-sale intoxicating liquor license, an on-sale wine license, and/or a strong beer liquor license issued by the State of Minnesota, the municipality within which it is located, or \_\_\_\_\_ County.

**3.05 Indoor Area.** "Indoor area" shall mean all space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent. A 0.011 gauge window screen with an 18 by 16 mesh count is not considered a wall.

**3.06 Other Person in Charge.** "Other Person in Charge" shall mean the agent of the Proprietor authorized to provide administrative direction to, and general supervision of, the activities within a public place or place of work at any given time.

**3.07 Place of Work.** "Place of Work" shall mean any indoor area at which two or more individuals offer products or perform any type of a service in person for consideration of payment under any type of contractual relationship. This includes, but is not limited to, an employment relationship with or for a private corporation, partnership, individual, or government agency. Place of Work includes any location where products or services are offered gratuitously. A place of employment includes, but is not limited to, public conveyances, factories, warehouses, offices, retail stores, restaurants, bars, banquet facilities, theaters, food stores, banks, financial institutions, employee cafeterias, lounges, auditoriums, gymnasiums, restrooms, elevators, hallways, museums, libraries, bowling establishments, employee medical facilities, and rooms or areas containing photocopying equipment or other office equipment used in common. Vehicles used in whole or in part for work purposes are places of employment during hours of operation if more than one person is present. An area in which work is performed in a private residence is a place of work during hours of operation if:

- (1) the homeowner uses the area exclusively and regularly as a principal place of business and has one or more on-site employees; or
- (2) the homeowner uses the area exclusively and regularly as a place to meet or deal with patients, clients, or customers in the normal course of the homeowner's trade or business.

**3.08 Proprietor.** "Proprietor" shall mean the party who ultimately controls, governs, or directs the activities within the public place or place of work, regardless of whether the party is owner or lessee of the public place or place of work. The term "proprietor" may apply to a corporation as well as an individual.

**3.09 Public Place.** "Public Place" shall mean any indoor area used by the general public or serving as a place of work including, but not limited to, arenas, auditoriums, bars, bowling alleys, bingo halls, commercial establishments including licensed retail tobacco establishments, public schools, as defined in Minn. Stat. § 120A.05, subdivisions 9, 11, and 13, educational facilities, hospitals, offices and other commercial establishments, pool halls, public conveyances, restaurants, retail stores, and common areas of rental apartment buildings. This term includes taxis, limousines, and other for-hire vehicles used to transport the public during hours of operation. "Public Place" also means an outdoor area of a public recreation center or public park, including, but not limited to, a public playground, swimming pool or other recreational area.

**3.10 Smoking.** "Smoking" shall mean inhaling or exhaling smoke from any lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product, or inhaling or exhaling vapor from any electronic delivery device, an activity which is commonly known as "vaping". Smoking shall include possessing or carrying a lighted or heated cigar, cigarette, pipe,

hookah, or any other lighted or heated tobacco product or plant product intended for inhalation, or an electronic delivery device that is turned on or is otherwise activated.

**3.11 Tobacco Product.** "Tobacco products" shall mean any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means or any component, part, or accessory of a tobacco product, including, but not limited to cigarettes; cigars; pipe tobacco; snuff; fine cut or other chewing tobacco; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready-rubbed, and other smoking tobacco; snuff flowers; cavendish; shorts; plug and twist tobaccos; dipping tobaccos; refuse scraps, clippings, cuttings, and sweepings of tobacco; and other kinds and forms of tobacco leaf prepared in such manner as to be suitable for chewing, sniffing, or smoking or both for chewing and smoking. Tobacco products excludes any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

#### **SECTION 4. Smoking Prohibitions.**

**4.01 Smoking Prohibited.** Except as provided in Section 4.02, smoking is prohibited in the following locations:

- A. Public places and places of work;
- B. Outdoor dining or bar areas, including sidewalk seating, of any food establishments that provide wait staff or any other staff services to patrons in those areas; and
- C. Within \_\_\_\_\_ feet of entrances, exits, windows, and ventilation intakes of public places and places of work.

**4.02 Exceptions.** The prohibitions of this Section do not apply to the following places or situations:

- A. Private homes, private residences; or private motor vehicles when they are not in use as a place of work, as defined by this Ordinance;
- B. The use of tobacco by an enrolled member of a federally-recognized Indian tribe as part of a traditional Indian spiritual or cultural ceremony;
- C. Twenty (20) percent of the guest rooms offered as sleeping accommodations to guests in hotels, motels, or similar lodging places, provided that:
  - 1) All smoking-permitted guest rooms on the same floor of a hotel, motel, or similar lodging place are contiguous; and
  - 2) All smoking-permitted guest rooms are clearly marked as "smoking permitted" on, or next to, entrances to each room; and
- D. Farm vehicles and construction equipment. Sections 144.414 to 144.417 do not prohibit smoking in farm trucks, as defined in section 168.002, subdivision 8; implements of husbandry, as defined in section 168A.01, subdivision 8; and special mobile equipment, as defined in section 168.002, subdivision 31. This subdivision applies to farm trucks, implements of husbandry, and special mobile equipment, when being used for their intended purposes.
- E. Family farms. Sections 144.414 to 144.417 do not prohibit smoking in the house, garage, barns, and other buildings on a family farm that meet the following criteria: (1) the family farm is engaged in farming, as defined in section 500.24, subdivision 2, paragraph (a); (2) the family farm meets the definition of family farm under section 500.24, subdivision 2, paragraph (b), (c), (j), or (l); and (3) the family farm employs two or fewer persons who are not family members.

F. Theatrical productions. Sections 144.414 to 144.417 do not prohibit smoking by actors and actresses as part of a theatrical performance conducted in compliance with section 366.01. Notice of smoking in a performance shall be given to theater patrons in advance and shall be included in performance programs.

G. Situations where members of the public are passing through on an outdoor street, alley, or sidewalk where smoking is prohibited by this Ordinance while en route to another location.

### **SECTION 5. Responsibilities of Proprietors or Other Person in Charge.**

The proprietor or other person in charge of a public place or place of work where smoking is prohibited:

**5.01 Posting of Signs.** Shall conspicuously post a sign at all entrances to the public place or place of work stating: "This entire area is smoke-free." The sign shall include the universal "no smoking/vaping" symbol. All signs and symbols required by this Ordinance shall be located, and the lettering sized to be readable, consistent with the Minnesota Clean Indoor Air Act, Minn. Stat. §§144.411 to 144.417, and Minnesota Clean Indoor Air Act Rules, Parts 4620.0100 to 4620.1450, as amended from time to time;

**5.02 Smoking Paraphernalia Prohibited.** Shall ensure that no ashtrays, lighters, matchbooks, or other smoking paraphernalia are provided in areas where smoking is prohibited;

**5.03 Proprietor Duties.** Shall ask any person who smokes in an area where smoking is prohibited to refrain from smoking or using an electronic delivery device. If the person does not refrain from smoking after being asked to do so, the proprietor or other person in charge shall ask the person to leave. If the offending party refuses to leave, the proprietor or other person in charge shall handle the situation consistent with lawful methods for handling other persons acting in a disorderly manner or as a trespasser.

**5.04 Smoking Receptacles.** Such receptacles shall be located at a place and distance that

- a) is at least \_\_\_ feet from the exits, windows, and ventilation intakes of places of work and public places; and
- b) reduces the risk that tobacco smoke, e-cigarette vapor and associated odors will enter such openings to the building.

### **SECTION 6. Private Prohibitions.**

Nothing in this Ordinance prevents the proprietor or other person in charge of any place, including, without limitation, any residence, motor vehicle, hotel, motel, or other lodging place, or any outdoor space, from prohibiting or further restricting smoking or the use of electronic delivery devices in any such place.

### **SECTION 7. Retaliation Prohibited.**

No person or employer shall discharge, refuse to hire, refuse to serve, penalize, discriminate against, or in any manner retaliate against any employee, applicant for employment, or customer because the employee, applicant, or customer exercises any right to a smoke-free environment afforded by this Ordinance or other law.

**SECTION 8. Employees' Rights Preserved.**

An employee who consents to work in a setting where an employer allows smoking does not waive or otherwise surrender any legal rights the employee may have against the employer or any other party.

**SECTION 9. Other Applicable Laws.**

This Ordinance is intended to complement the Minnesota Clean Indoor Air Act, as amended from time to time. Nothing in this Ordinance authorizes smoking in any location where smoking is prohibited or restricted by other laws.

**SECTION 10. Violations and Penalties.**

**10.01 Smoking Where Prohibited.** It is a violation of this Ordinance for any person to smoke in an area where smoking is prohibited by this Ordinance.

**10.02 Proprietor or Other Person in Charge.** It is a violation of this Ordinance for the proprietor or other person in charge of any premises subject to this Ordinance to fail to comply with the requirements of this Ordinance or to retaliate against an employee, applicant for employment or customer, as prohibited.

**10.03 Penalties.**

**A.** A violation of this Ordinance shall be a petty misdemeanor for the first offense; any additional violation shall be a misdemeanor. Each day of violation constitutes a separate offense.

**B.** Failure to comply with any provision of this Ordinance shall constitute grounds for the denial, refusal to renew, suspension, or revocation of any food, liquor, or other business license issued by the County

**10.04 Enforcement.** Administration of this Ordinance, including guidance for and challenges to this Ordinance, shall be according to the authorities provided in Minnesota Statutes, and other applicable Minnesota laws.

**10.05 Injunctive Relief.** In addition to the penalties provided in 10.03 of this Section, the County Attorney may bring a civil action against the proprietor or other person in charge of a public place or place of work to enjoin repeated or continuing violations of this Ordinance.

**SECTION 11. Severability and Savings Clause.**

If any section or portion of this Ordinance is found unconstitutional or otherwise invalid or unenforceable by a court of competent jurisdiction, that section or portion shall be considered severable and the finding shall not serve as invalidation, or affect the validity or enforceability of any other section or provision of this Ordinance.

**SECTION 12. Effective Date.**

The provisions of this revised Ordinance shall be in full force and effect after publication, and shall be enforceable on and after \_\_\_\_\_, 2017.

## Frequently Asked Questions

### \_\_\_\_\_ County Clean Indoor Air Ordinance

#### 1. What is the purpose of the ordinance?

This is a regulation to protect public health. There have been a number of changes in the products available to smokers, including e-cigarette products, which deliver nicotine in a vapor, usually with various flavorings. Studies and surveys at the national and state level have found that, while use of tobacco products by middle and high school age youth has leveled or declined, the use of e-cigarettes by that population has substantially increased. Further, scientific research has shown some adverse health effects associated with the vapor from e-cigarettes, and there is not clear evidence that the use of e-cigarettes is beneficial as a smoking cessation tool. Also, regulation of e-cigarettes can reduce confusion in establishments in which smoking is prohibited.

#### 2. What does this ordinance do?

The purpose and intent of this ordinance is to protect the health, safety and general welfare of the people of \_\_\_\_\_ County. There are five principal objectives:

- To protect the health, safety and welfare of the people of \_\_\_\_\_ County from the adverse effects of secondhand smoke by better ensuring their ability to breathe air that is uncontaminated by secondhand smoke and vapor produced by e-cigarettes.
- Affirms the right to breathe has priority over allowing people to smoke or use e-cigarettes.
- To prevent secondhand smoke and vapor exposure and its adverse health effects on employees, patrons and the general public while in public indoor areas and places of employment.
- To protect, in particular, the health of vulnerable populations including children, the elderly, and those with chronic health conditions.
- To maintain consistency in enforcement of clean air in public indoor areas, and in the use of products that simulate combustible tobacco products.

The ordinance regulates the use of e-cigarettes, “piggy-backing” on the Minnesota Clean Indoor Air Act (MCIAA). The effect of the ordinance is to prohibit the use of e-cigarettes at those places that the MCIAA prohibits smoking.

In addition, the ordinance includes requirements that address smoking and vaping at building entrances, prohibiting smoking and vaping within \_\_\_\_\_ feet of a building entrance, open window or ventilation intake. The intent is to address smoke or vapor that accumulates at building entrances and can waft into doors, windows and air intakes.

**3. Where does the ordinance apply?**

The ordinance applies throughout all of \_\_\_\_\_ County. It does allow other local levels of government, within \_\_\_\_\_ County, to have stricter regulations to protect citizens from second-hand smoke. It also says that this ordinance does not allow smoking in any location where smoking is restricted by other applicable laws, such as the Freedom to Breathe Act.

**4. When will this become effective?**

The ordinance is effective \_\_\_\_\_, 2017.

**5. Who is responsible for complying with this ordinance?**

The responsibility rests with the person responsible for places in which smoking/vaping is prohibited. Under the MCIAA, smoking is prohibited in virtually all indoor public places and indoor places of employment, including those listed below:

- Bars, restaurants, and private clubs
- Office and industrial workplaces
- Retail stores
- Common areas of rental apartment buildings, hotels and motels
- Public transportation, including taxis
- Work vehicles, if more than one person is present
- Home offices with one or more on-site employees, or used as a place to meet or deal with customers – during work hours
- Public and private educational facilities
- Auditoriums, arenas and meeting rooms
- Day care premises
- Health care facilities and clinics

**6. What must the managers of indoor public places and indoor places of employment do to comply with this ordinance?**

\_\_\_\_\_ County proprietors (the person(s) or entity responsible for managing a public space) are required to enforce the ordinance by taking the following steps:

- Make reasonable efforts to prevent smoking/vaping indoors or within \_\_\_\_\_ feet of entrances.
- Post signs inside the establishment stating "This entire area is smoke-free." The sign shall include the universal "no smoking/vaping" symbol.

- Post signs at entrances of establishment stating “No Smoking/No Vaping within \_\_\_\_\_ ( ) feet of entrances, exits, open windows and ventilation intakes.”
- Do not provide ashtrays, matches or other smoking equipment.
- Ask persons who smoke/vape in prohibited areas to refrain from smoking/vaping. If they refuse, ask them to leave the premises. Use lawful methods consistent with handling disorderly persons or trespassers for any person who refuses to comply.
- Refuse to serve persons not complying with the ordinance.

**7. Will enforcement action be taken against people that are vaping?**

Just like the Minnesota Clean Indoor Air Act, the ordinance applies to the person(s) responsible for the establishments in which smoking/vaping is prohibited. The persons in charge of those establishments are required to make sure that smoking/vaping does not occur. Like the State law, the ordinance does not envision that enforcement will occur against individuals that are vaping in a public place. However, persons who do not stop vaping in an establishment, after being asked to do so by the person in charge of the establishment, may be asked to leave by the proprietor. If they refuse, the establishment can contact local law enforcement.

**8. Is signage required?**

Yes, because currently the MCIAA requires employers and facility managers to post “no smoking” signs. The requirement under the \_CCIAO includes notice of no vaping.

To help inform employees and customers of this new ordinance, \_\_\_\_\_ County has a window decal provided by the Association for Nonsmokers of Minnesota (ANSR). To request a decal at no cost, contact ANSR directly at [signorders@ansrmn.org](mailto:signorders@ansrmn.org)

**9. Does this Ordinance apply to Hookahs?**

The \_CCIAO defines “smoking” to include hookahs, so yes, this ordinance does apply to hookahs.

**10. Is vaping allowed in an E-cigarette store? Is sampling allowed?**

Yes, vaping is allowed in an E-cigarette store for the purpose of sampling. The MCIAA allows the lighting of tobacco within the indoor area of a tobacco shop for the purpose of sampling. The department interprets the \_CCIAO to include the sampling of e-cigarette “juice” in a tobacco or e-cigarette store to be allowed. It should be noted that the MCIAA specifies criteria that must be met to be considered a tobacco shop, which would apply in a similar manner to vaping shops.

**11. Can I vape in a hotel room?**

The MCIAA does not prohibit smoking in individual guest rooms of lodging establishments, but does prohibit smoking in all other indoor areas of lodging establishments (such as restaurants, bars, pool areas, lobbies, entrances, etc.). The \_CCIAO would apply in the same way for vaping.



**12. If someone is walking down the street and smoking or vaping, and they come within \_\_\_' of a building entrance, but don't linger at the building entrance, is that a violation?**

The intent of the ordinance is to prevent smoking/vaping at building entrances by people that are lingering at the doorway, creating a greater concentration of smoke around the entrance. The ordinance states that it does not apply to situations where members of the public are passing through on an outdoor street, alley, or sidewalk where smoking is prohibited by this ordinance while on their way to another location.

**13. Are there other Minnesota communities with setback requirements?**

Yes, several. The following counties in Minnesota have setback requirements: Beltrami (10'), Lake (10'), Marshall (10'), McLeod (10'), Olmsted (15'); the following cities have setback requirements: Austin (15'), Bloomington (25'), Cloquet (25'), Golden Valley (25'), Hutchinson (15').

**14. How does this affect patios at restaurants that allow smoking under current law?**

The CCIAO allows a restaurant owner to designate a smoking area in an outdoor dining or bar area, provided it is appropriately signed, and not immediately adjacent to a building entrance. That means that smoking/vaping are allowed in the outdoor area, as long as there is clear signage, and that it is not near the entrance.

**15. How will this ordinance be enforced?**

Responsibility for compliance with the ordinance rests with the person(s) or entity responsible for managing the space where the smoking/vaping is taking place. Members of the general public that experience smoking/vaping in a prohibited space can inform the manager of that space of the violation. If the managers do not act, the individual will be able to report a complaint to the Public Health Department. The department will act on a complaint-basis. Complaints received will be followed up by a Public Health Department staff member, who will contact the responsible entity to evaluate the complaint. Enforcement will include an education component, to assure that responsible entities are aware of the ordinance and its requirements.

**16. How much staff time will this take? What will it cost?**

Based on the experience of other jurisdictions that have implemented ordinances regulating the use of e-cigarettes, as well as requirements near building entrances, the department expects that there will be a flurry of activity shortly after adoption, with relatively little activity thereafter. There is no need to increase staffing or change the department's budget.

**17. How has the public been notified?**

The County has included information on their website for the ordinance and related materials, and has communicated through news media and other communication channels.

**18. How are complaints taken?**

By phone, at 507-532-1317 or via email: [ann.orren@swmhhs.com](mailto:ann.orren@swmhhs.com)

**19. What is the penalty for violating this ordinance?**

The ordinance provides that a violation is a petty misdemeanor. A "petty misdemeanor" means an offense which is prohibited, which does not constitute a crime and for which a sentence of a fine of not more than \$300 may be imposed. The ordinance states that if the violation continues, every day is a separate offense.

## Environmental Health Water Analysis Laboratory 2016 Year End Summary

For the year 2016, the Environmental Health Water Analysis Laboratory processed a total of 1247 samples performing 1706 tests. This is an increase from 1057 samples received and 1431 tests performed in 2015.

### Revenue Summary

Revenue for the water lab was \$32,908 for 2016 which was an increase from \$27,537 in 2015. Lab testing was performed for municipal water systems, commercial interests, and private well owners.

### Test Frequency

A major concern for safe drinking water is the presence of Total Coliform Bacteria in the water. Most coliform bacteria do not themselves usually cause disease, but if they show up in a water test, they can indicate that surface contamination has somehow gotten into the water, and disease organisms may also be present. Coliform bacteria are also good indicators of sanitary protection because they are killed by disinfection the same way that most disease organisms are killed.

Total Coliform Bacteria can be tested using two different methods: Colilert and the Membrane Filtration Technique (MFT). The Colilert method shows either the presence or absence of Total Coliform Bacteria while the MFT method will yield a direct count of Total Coliform Bacteria. Combining the two methods, 73% of tests performed were for Total Coliform Bacteria.

Nitrate-Nitrogen is also an important analyte to test for; especially for pregnant and nursing women, infants, and the immune deficient. The condition of methemoglobinemia (blue baby syndrome) which can be fatal can occur in infants and susceptible adults if the Nitrate-Nitrogen level exceeds 10 mg/L. Nitrate-Nitrogen tests accounted for 8% of tests performed.

Sulfates are a concern to infants and to adults that cannot tolerate the higher Sulfate levels in the water. Sulfates level above 400 mg/L can cause symptoms such as dehydration and diarrhea. The percentage of tests requesting Sulfates was 4%.

### Distribution Data

Lyon County continues to submit more samples as expected with the greater population base. The highest number of samples received, tests performed, and revenue collected, comes from Lyon County regarding the six counties individually.

### Sample Data

The table below shows historical revenue and sample testing trends.

Year	Revenue	Number of Samples Received	Annual Number of Tests Submitted
2007	22,316	809	1427
2008	18,351	693	1119
2009	22,338	767	1281
2010	25,780	1085	1486
2011	22791	998	1290
2012	21891	884	1271
2013	20,552	814	1168
2014	22,772	906	1316
2015	27,537	1057	1431
2016	32,908	1247	1706



**Offices Located in:**

Redwood Falls, MN • 507-637-4041  
Ivanhoe, MN • 507-694-1452    Slayton, MN • 507-836-6144  
Pipestone, MN • 507-825-6720    Luverne, MN • 507-283-5070  
Marshall, MN • Human Services 507-537-6747 • Health Services 507-537-6713

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**Environmental Health  
FPL License and Inspection Summary**

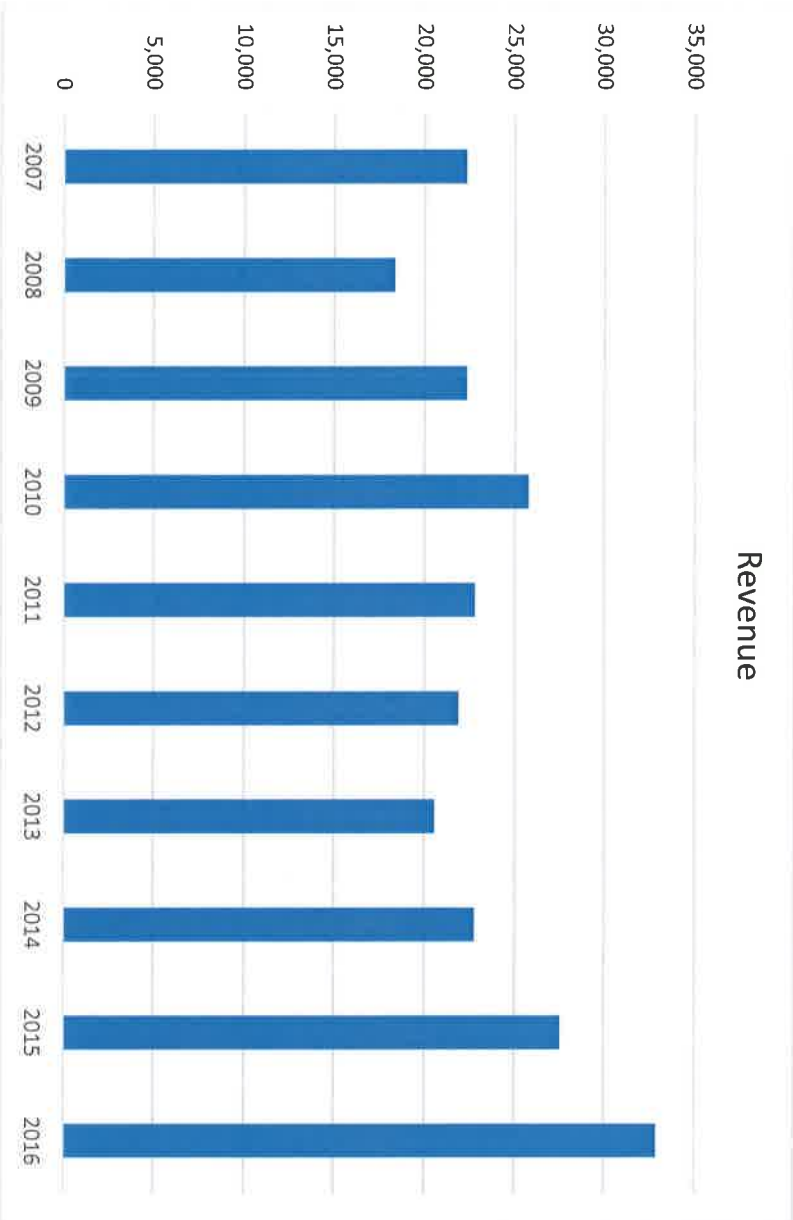
**2017 License establishments**

Lincoln	43
Murray	61
Pipestone	50
Rock	46
Lyon	127
Redwood	86
<b>Total</b>	<b>413</b>

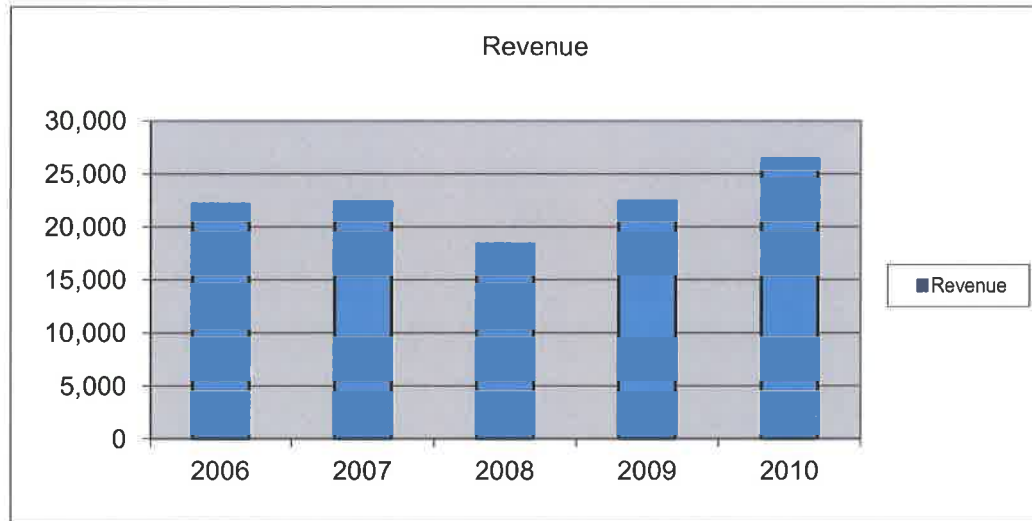
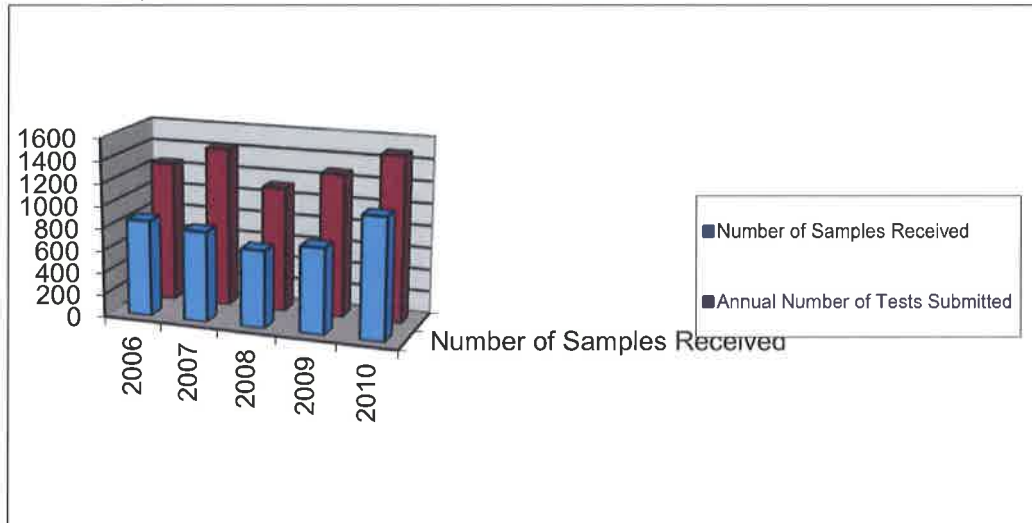
**2016 License and Inspection data**

Licensed Establishments	200
Routine Inspections	243
Follow-up Inspections	29
Construction Inspections	6
<b>Total</b>	<b>278</b>
Routine Food/Beverage	176
Food/Bev Follow-up	19
Lodging	23
RCA/MHP	29
RCA/MHP Follow-up	1
Pool	12
Pool Follow-up	9
Youth Camps	3
Establishment Complaints	6

Year	Revenue	Number of Samples Received	Annual Number of Tests Submitted
2007	22,316	809	1427
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2009	22,338	767	1281
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2014	22,772	906	1316
2015	27,537	1057	1431
2016	32,908	1247	1706



	Revenue	Number of Samples Received	Annual Number of Tests Submitted
2006	22,088	861	1257
2007	22,316	809	1427
2008	18,351	693	1119
2009	22,338	767	1281
2010	26,336	1085	1486



## CURRENT SITUATION

You are currently averaging 12,723 pages per month on your Canon 3245 in Pipestone at an average monthly cost of \$346.49. No tracking or follow me print is utilized nor is "scan to me" function possible.

Marco recommends the following for your consideration:

### DOCUMENT SYSTEM RECOMMENDATION

ITEM	DESCRIPTION	QUANTITY
	KONICA BIZHUB 454E B&W 45 PPM PRINTER/COPIER/SCANNER	1

#### Specifications

- 45 Black and White Pages Per Minute
- 100 Sheet Bypass Tray
- (2) 500 Sheet Paper Trays
- 2,500 Sheet Paper Deck
- Reduction Enlargement Capabilities
- 100 Sheet Single Pass Document Feeder
- Automatic Duplexing
- Network Printing
- Network Scanning
- Stapling Finisher
- Fax Board
- Scan to E-Mail/Network Folder
- Embedded Papercut reader/ prox card



### MANAGED ACCOUNT PROGRAM (MAP)

With Marco's Managed Account Program, all you pay for is the number of prints you produce. The following program includes the equipment, service, and supplies (except staples, paper and network troubleshooting services). The result is a system with the capabilities and features you need—without the administrative headaches. You may also upgrade or downgrade your equipment at any time as your needs change.

- **New Monthly Payment** ..... **\$248.30/Month**
- Black and White Prints **included** per Month: 12,723
- Black and White Print Overages: \$0.0092 /Print
- Annual savings of \$1,200

### DELIVERY, INSTALLATION, INITIAL SUPPLIES AND INITIAL TRAINING

Delivery, Installation, Initial Supplies & Initial Training ..... Included

*The above pricing does not include applicable sales tax.  
Prices quoted are subject to change and should be verified before placing your order.*

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

By signing this proposal, you are authorizing Marco Technologies LLC to order, install and invoice the above listed equipment.



## END USER LICENSE AGREEMENT (EULA)

This License Agreement (the "**Agreement**") is made and entered into as of 2/23/2017 (the "**Effective Date**"), by and between **Adlumin Inc.**, a Delaware Corporation, based in Arlington, Virginia ("**Adlumin**") and Southwest Minnesota Health and Human Services (SWMHHS) ("**Licensee**") (each herein referred to individually as a "**Party**," or collectively as the "**Parties**"). In consideration of the mutual promises and agreements set forth in this Agreement, Adlumin and Licensee, intending to be legally bound, agree as follows:

1. **SCOPE OF THIS AGREEMENT.** This Agreement governs Licensee's right to access and use the Adlumin Platform software, sensors, and agent Software-as-a-Service ("**Adlumin SaaS**"). The Adlumin Platform conducts analysis of network user data collected by Adlumin's sensors and agent at each endpoint on a network. Adlumin Platform analytics ingests endpoint data to determine baseline user behavior patterns for every user on the network, which then alerts the analyst or network administrator when anomalous user activity has occurred. This signals that there is or maybe an intruder(s) inside the Licensee's network.

### 2. **PROPRIETARY RIGHTS**

(a) **License to Adlumin SaaS.** Subject to the terms and conditions of this Agreement as stipulated below and in Schedule A, Adlumin grants to Licensee during the Term (defined below) a non-exclusive, non-transferable, non-sublicensable, limited license to access and use the Adlumin SaaS solely for Licensee's internal business use and only its business network located within the geographic location described in this license.

(b) **Restrictions on Use of Adlumin SaaS.** Licensee will not, nor will Licensee knowingly or negligently permit any third party to: (i) copy, modify, translate, or create derivative works of the Adlumin SaaS or any content thereof; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Adlumin SaaS; (iii) lend, lease, offer for sale, sell or otherwise use the Adlumin SaaS for the benefit of third parties; or (iv) attempt to circumvent any license, timing or use restrictions that are built into the Adlumin SaaS.

(c) **Scope of Licensed Access and Use.** Licensee may install, use and run a copy of the Adlumin SaaS agent on Licensee's network on up to 500 authorized endpoints / user systems at a time. Licensee may appoint up to six authorized Administrators to remotely access and monitor the Cloud-based Adlumin SaaS dashboard from any device. Licensee appointed Administrators will be subject to Adlumin approval and will not be competitors in the User Behavioral Analytics (UBA) market. Licensee shall provide written notice to Licensor of the name and contact information of each Cloud-based Adlumin SaaS dashboard Administrator within 60 days of adding, removing or replacing that Administrator. The total number of Authorized Adlumin Users shall not exceed the number set forth in this Agreement, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the license fees payable hereunder. Any copy of the Licensed Software made by Licensee: (a) will remain the exclusive property of Adlumin; (b) be subject to the terms and conditions of this Agreement; and (c) must include all Adlumin copyright or other Intellectual Property Rights notices contained in the original license.

(d) **Adlumin Ownership of Software and Adlumin SaaS.** Except for the limited rights granted in Section 2(a) and (c) above, Adlumin retains all right, title and interest, including all intellectual property rights, in and to the Adlumin SaaS and its components and any related Adlumin Software. Licensee acknowledges that the Adlumin SaaS contains Adlumin's valuable trade secrets, the improper disclosure or exposure of which may cause Adlumin irreparable harm. Accordingly, Licensee agrees to use the Adlumin SaaS solely as



authorized in this Agreement. Licensee further acknowledges that the license granted pursuant to this Agreement is not a sale and does not transfer to Licensee title or ownership of the Adlumin SaaS or a copy of the Adlumin SaaS, but only a right of limited use. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED TO ADLUMIN.

(e) **Licensee Content.** Licensee grants to Adlumin a limited and non-transferable (except pursuant to Section 11(a) below) license to access and use the content, software, information and other materials uploaded, posted or otherwise transmitted to the Adlumin SaaS by Licensee and/or its personnel (collectively, "**Content**") solely (i) to provide the Adlumin SaaS data for its analytic process; (ii) for Adlumin's business purposes, including, without limitation, sales, marketing, demonstration, business development and product improvement and enhancement; and (iii) for the purpose of developing aggregate, anonymized statistics about the Content and Licensee's use of the Adlumin SaaS. Licensee retains all right, title and interest, including all intellectual property rights, in and to its Content (as defined above). Moreover, note that Adlumin collects, uses and discloses Content in accordance with its privacy policy located at [www.Adlumin.com](http://www.Adlumin.com). Licensee represents and warrants that: (a) it owns the Content or otherwise has and will have the rights necessary to grant the license set forth in this Section 2(d); (b) the uploading, posting or transmitting of Content on or through the Adlumin SaaS by Licensee personnel does not and will not violate any third party rights, including, without limitation, any intellectual property or confidentiality rights; and (c) Licensee personnel will not upload, post or otherwise transmit to the Adlumin SaaS any information that is or may be considered "classified" under applicable law. In the event that Licensee actually or allegedly breaches the representation and warranty set forth in subsection (c) in the preceding sentence, Licensee is solely responsible for (i) taking any and all actions required under applicable law to remedy the breach; and (ii) paying any and all costs associated with such remedial actions.

### 3. USE OF THE ADLUMIN SAAS

(a) **Adlumin's Responsibilities.** Adlumin will use commercially reasonable efforts to make the Adlumin SaaS available at all times, except for planned downtime as notified to Licensee by email or in writing at least thirty (30) days in advance and any unavailability caused by force majeure circumstances (e.g., fires, floods, acts of God, acts of government, civil unrest, Internet Adlumin SaaS provider failures or delays, denial of service attacks, and other events beyond the reasonable control of Adlumin), and to provide the Adlumin SaaS only in accordance with applicable laws and government regulations. Adlumin will maintain reasonable security, administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Content.

(b) **Licensee Responsibilities.** Licensee will (i) be responsible for its (and its personnel's) compliance with this Agreement; (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Adlumin SaaS through use of passwords or keys issued to Licensee, and notify Adlumin immediately of any unauthorized access by unauthorized Licensee personnel and/or use of which Licensee reasonably suspects or becomes aware; and (iii) use the Adlumin SaaS only in accordance with this Agreement and all applicable laws and government regulations. Licensee will not (1) make the Adlumin SaaS available to any third party other than its employees and contractors (for monitoring Licensee internal business network endpoints); (2) release any public communications or press release information containing Adlumin or Adlumin Platform names or information without express written authorization from Adlumin; (3) sell, resell, rent or lease the Adlumin SaaS; (4) interfere with or disrupt the integrity or performance of the Adlumin SaaS or any third-party data contained on the Adlumin SaaS; or (5) attempt to gain unauthorized access to the Adlumin SaaS or its related systems or networks.

### 4. FEES

(a) **Fees.** In consideration of the license grant set forth above in Section 2(a), Licensee will pay Adlumin the amount stipulated in Schedule A based on the length of time for data retention for each four-month period of time during the Term of agreement ("**Fees**"). A fee will be required for each geographic location

separated by more a distance of more than 200 miles. All Fees are due and payable by Licensee within 30 days from the date on which Licensee receives an invoice from Adlumin setting forth the applicable Fees owed. Fees are non-cancellable and non-refundable, unless expressly authorized under this Agreement or if Licensee has terminated this Agreement for Adlumin's uncured material breach pursuant to Section 6(b). Fees for the entire year of service are paid upfront and annually, although services will be delivered and completed on a monthly subscription service plan.

(b) **Overdue Charges.** Late Fee payments will accrue interest at the rate of 1% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

(c) **Taxes.** The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any applicable taxing authorities, which must be set forth in the applicable quote for the Adlumin SaaS (collectively, "**Taxes**"). Licensee is responsible for paying all Taxes associated with its access to and use of the Adlumin SaaS. If Adlumin has the legal obligation to pay or collect Taxes for which Licensee is responsible under this Section 4(c), then Adlumin will invoice Licensee and Licensee will pay that amount unless Licensee provides Adlumin with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Adlumin is solely responsible for Taxes assessable against Adlumin based on its income, property and employees.

## 5. PROTECTION OF CONFIDENTIAL INFORMATION

(a) **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of each Party will include business and marketing plans, software, technology and technical information, product plans and designs, and business processes disclosed by such Party. However, Confidential Information will not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

(b) **Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither Party will disclose the terms of this Agreement or any other Confidential Information to any third party other than its affiliates and their legal counsel and accountants without the other Party's prior written consent.

(c) **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will

reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

## 6. TERM AND TERMINATION

(a) **Term.** This Agreement takes effect on the Effective Date as stipulated in Schedule A, and will remain in effect until the Expiry as stipulated in Schedule A, renewal, or until terminated by either party in accordance with this Section 6 ("**Term**"), whichever is sooner.

(b) **Renewal.** Following expiration of the Initial Term, this Agreement will automatically renew for an additional one-year term with a monthly SaaS subscription (a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**") unless and until Licensee provides written notice of non-renewal at least 30 days prior to the end of the Initial Term or then-current Renewal Term. Each Renewal Term will commence immediately on expiration of the Initial Term or preceding Renewal Term and, unless this Agreement is terminated earlier pursuant to any of its express provisions.

(c) **Termination for Cause.** Either Party may terminate this Agreement upon thirty (30) days' prior written notice if the other Party is in material breach of this Agreement and the breaching Party fails to remedy the breach within the thirty (30)-day notice period.

(d) **Termination for Convenience.** Either Party may terminate this Agreement for convenience upon no less than thirty (30) days' written notice to the other Party.

(e) **Effect of Termination.** Upon expiration or termination of this Agreement for any reason, the rights, licenses and access to the Adlumin SaaS granted to Licensee under this Agreement will immediately terminate, and all Fees owed pursuant to Section 4 will become immediately due and payable, unless termination is due to Adlumin's uncured material breach, in which case no further fees shall be payable by Licensee, and Adlumin shall refund to Licensee any prepaid fees on a pro rata basis. Licensee agrees to remove all Adlumin agent and Adlumin Software upon termination of this agreement by either party.

(f) **Survival.** The provisions of sections 2(b)-(d), 3(b) and 4-11 will survive expiration or termination of this Agreement.

7. **REPRESENTATIONS AND WARRANTIES.** Each Party represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws and regulations of its jurisdiction of incorporation, organization or chartering; (b) it has the right, power and authority to enter this Agreement and to grant the rights and licenses granted hereunder and to perform all of its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate or organizational action of the Party; (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (e) it will abide by all applicable federal, state and local laws and regulations. Further, Adlumin warrants that, for the duration of the Term, the Adlumin SaaS shall perform in accordance with any Adlumin SaaS specifications provided to Licensee, and, in the event of breach of this warranty, Adlumin will immediately remedy the non-conformity or provide a refund to Licensee of pre-paid fees on a pro-rata basis. Adlumin also warrants that the Adlumin SaaS and Licensee's use thereof will not infringe upon any third party intellectual property rights and that Adlumin will not introduce or allow the introduction of any viruses, disabling mechanisms, trojan horses, worms or like items to Licensee's or its customers' systems through the Adlumin SaaS.

8. **WARRANTY DISCLAIMER.** EXCEPT AS SET FORTH IN SECTION 7, THE ADLUMIN SAAS IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ADLUMIN MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE ADLUMIN SAAS, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, AND ADLUMIN SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT

AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER IMPLIED OR STATUTORY WARRANTIES, AS WELL AS ANY LOCAL JURISDICTIONAL ANALOGUES TO THE ABOVE. ADLUMIN DOES NOT WARRANT THAT THE ADLUMIN SAAS WILL BE ERROR-FREE OR THAT THE ADLUMIN SAAS WILL WORK WITHOUT INTERRUPTIONS.

9. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, AND EXCEPT FOR OBLIGATIONS UNDER SECTION 10, A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, AND ADLUMIN'S BREACH OF ITS WARRANTIES (I) IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY LICENSEE TO ADLUMIN DURING THE ONE YEAR PERIOD PRECEDING THE CLAIM GIVING RISE TO LIABILITY, AND (II) IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR LOSS OR INTERRUPTION OF USE OF ANY FILES, DATA OR EQUIPMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS REPRESENT A REASONABLE ALLOCATION OF RISK UNDER THIS AGREEMENT.

10. INDEMNIFICATION.

(a) Licensee will indemnify, defend and hold harmless Adlumin (and its affiliates, officers, directors, employees and contractors), from any third-party claim, action, suit or proceeding (collectively, "Claim") made or brought against Adlumin arising out of or related to (i) Licensee's breach of any of its representations or warranties under this Agreement; (ii) Licensee's use of the Adlumin SaaS in violation of applicable law; or (iii) the Content.

(b) Adlumin will indemnify, defend and hold Licensee harmless from any Claim made or brought against Licensee arising out of or relating to Adlumin's breach of its obligations under this Agreement or the loss or breach of Content due to the acts or omissions of Adlumin.

(c) Any party that is seeking to be indemnified under the provisions of this Section 10 (an "Indemnified Party") must (a) promptly notify the other party (the "Indemnifying Party") in writing of any Claim for which it is seeking an indemnity under this Agreement; (b) give the Indemnifying Party sole control over the defense of such Claim and any related settlement negotiations; and (c) cooperate and, at Indemnifying Party's reasonable request and expense, reasonably assist in such defense.

11. MISCELLANEOUS

(a) **Assignment.** This Agreement binds and is for the benefit of the successors and permitted assigns of each Party. Neither Party may assign this Agreement or any rights under it, in whole or in part, without the other Party's prior written consent; provided that either Party may assign this Agreement or any rights under it without prior written consent in connection with a merger, acquisition, reorganization, consolidation, or sale of all or substantially all of its assets. Any attempt to assign this Agreement other than as permitted above will be void.

(b) **Export Regulations.** Each party agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. Specifically, each party covenants that it will not directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of any products, software, or technology (including products derived from or based on such technology) received from the other party under this Agreement to any

destination, entity, or person prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

(c) **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect.

(d) **Governing Law and Jurisdiction.** This Agreement is governed by and construed under the laws of the State of Delaware without reference to conflict of laws principles. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction of the Court of Chancery located in Georgetown, Delaware and the Parties agree and submit to the exclusive jurisdiction and venue of these courts.

(e) **Modification and Waiver.** No waiver or modification of this Agreement will be valid unless made in writing and signed by both Parties. The waiver of a breach of any term hereof will in no way be construed as a waiver of any other term or breach hereof.

(f) **Entire Agreement.** This Agreement embodies the entire understanding of the Parties and supersedes any previous or contemporaneous communications, whether oral or written. This Agreement may be modified or amended only by a writing signed by both Parties.

(g) **Notices.** Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth in the signature block below and with the appropriate postage affixed, or (ii) sent via facsimile or electronic mail. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this section. Notices are deemed given two business days following the date of mailing, one business day following delivery to a courier, and/or on the same day a facsimile or electronic mail is sent to the recipient.

Licensor

Licensee

Adlumin Inc.

Southwest Minnesota Health and Human Services (SWMHHS)

Company:

Signed: 

Signed: \_\_\_\_\_

Name: Timothy J. Evans, J.D., LL.M.

Name: \_\_\_\_\_

Title: VP of Strategy

Title: \_\_\_\_\_

Date: 2/23/2017

Date: \_\_\_\_\_

## SCHEDULE A

## ADLUMIN END USER LICENSE AGREEMENT (EULA)

## KEY TERMS



Feature	Term
<b>Licensee (Company Name):</b>	Southwest Minnesota Health and Human Services (SWMHHS)
<b>Effective Date:</b>	April 1, 2017
<b>Expiry Date:</b>	March 30, 2018, unless otherwise renewed according to the Section 6 renewal terms above.
<b>Data Storage (Four (4), Eight (8), twelve (12) months) or multiple years:</b>	Four (4) months of cumulative storage included, additional storage is optional at additional cost, please specify 8 months, 12 months or number of years, prior to the effective license date if additional storage is needed. You may upgrade at any time after the effective license date.
<b>Number of Hosts:</b>	Up to 500 endpoints / hosts on the Licensee owned corporate network.
<b>Annual License Fee:</b> <b>Applicable Discount</b>	\$ 23,500.00 15 % State/County Discount
<b>Effective Fee (discount applied):</b>	\$ 19,975.00 This price includes an initial bonus 30 day no risk deployment period with the agreement to Purchase a 12-month subscription to Adlumin Platform. Future Renewals do not include the additional bonus Trial Deployment Period, but only the 12-month subscription.
<b>Payment Terms:</b>	The 12-month subscription fee is due in full, May 1, 2017 after the conclusion of the initial Trial Deployment period.
<b>Monthly Subscription Requirement:</b>	Adlumin Platform SaaS software is paid upfront on an annual basis, Adlumin Platform SaaS Services are delivered and completed on a monthly recurring basis.
<b>Additional Terms:</b>	N/A

# **MARCH 2017**

## **GRANTS ~ AGREEMENTS ~ CONTRACTS**

### **Board review/approval**

- Prairie Support Services (Walnut Grove, MN)** – 01/01/17 to 12/31/17; client guardianship services, \$20/hour not to exceed 60 hours per year plus mileage (renewal).
  
- BCBS/Blue Plus of MN (St Paul, MN)** – 01/01/17 to open; letter of agreement for a lead agency to provide Home and Community Base Services (HCBS) waiver and Alternative Care (AC) clients to receive direct delivery services (Tier 2) and/or purchased item services (Tier 3) through local vendors (ie: meal or chore services); \$1,000 annual reimbursement (renewal).
  
- ASA House (HOST – Sibley County)(Gaylord, MN)** – 12/01/16 to 11/30/17; MH residential facility; \$260/day excluding clothing and medical expenses not covered by MCHP or private insurance (NEW).
  
- University of MN Extension (St Paul, MN)** – 05/10/17 to 01/10/18; a Skill Enhancement and Employee Development (SEED) program designed to enhance employee personal and professional skills and sharpen strengths, a 9 month training course with 9 workshops of approximately 24 employees; \$15,000 (NEW).
  
- Amherst H Wilder Foundation (St Paul, MN)** – 03/15/17 to 09/30/17; Public Health consulting contract for conducting five focus groups with four different cultural communities located within the SW region of MN, provide training to SWHHS and hospital staff within the region, and complete a comprehensive analysis and detailed report; \$27,962 (NEW).
  
- Lincoln County (Ivanhoe, MN)** – 01/01/17 to 12/31/17; office lease agreement of \$23,023 annually or \$5,755.75/qtr (utilities included), postage meter shared cost of \$400/yr, and 20% of annual budgeted expense of county attorney services (updated language and rent increase to cover remodeling project) (renewal).