

BENTON COUNTY COMMUNITY HEALTH BOARD

January 6, 2026, 9:00 AM
Benton County Board Room
531 Dewey Street, Foley, MN

AGENDA

1. County Board Chair
 - Call to Order
 - Roll Call
 - Select a Community Health Board Chair for 2026
2. Chair of the Community Health Board
 - Select a Community Health Board Vice-Chair for 2026
 - Approve or Amend the Agenda
 - Schedule Regular Meetings of the Community Health Board for 2026
3. Consent Agenda
 1. Approve or Amend the Community Health Board Regular Meeting Minutes of December 16, 2025
4. Jaclyn Litfin, Community Health Administrator and Public Health Director
 - Consider the Contract Agreement with RnC Consulting, P.A.
 - Consider the Sauer Family Foundation Site Agreement
 - Dental Coordinator Updates
5. Adjourn

(Continued on Next Page)

Community Health Board Agenda (Continued)
January 6, 2026, Page 2

Benton County Board of Commissioners/Benton County Ditch Authority
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Pursuant to MN Statutes §13D.02 and County Policy, the following County Board members may participate from a remote location:

- Commissioner Scott Johnson, District 1
- Commissioner Ed Popp, District 2
- Commissioner Steve Heinen, District 3
- Commissioner Jared Gapinski, District 4
- Commissioner Pam Benoit, District 5

BENTON COUNTY COMMUNITY HEALTH BOARD

AGENDA ITEM REQUEST



MEETING DATE January 6, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Select a Chair and Vice-Chair of the Community Health Board for 2026

BACKGROUND INFORMATION

The County Board Chair will ask for nominations for Chair of the Community Health Board for 2026. Once a Chair is selected, the new Chair will then take the gavel.

ACTION REQUESTED

Motion/second to select a Chair, followed by vote; new Community Health Board Chair assumes Chair for duration of meeting

FISCAL IMPACT

ESTIMATED COST (\$) _____

SOURCE OF FUNDS _____

NEW / ADDITIONAL REVENUE (\$) _____

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE _____

DATE _____

DEPARTMENT HEAD SIGNATURE _____

DATE 12-30-25

COUNTY ATTORNEY SIGNATURE _____

DATE _____

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 2 minutes

PREFERRED PLACEMENT ON AGENDA _____

BENTON COUNTY COMMUNITY HEALTH BOARD

AGENDA ITEM REQUEST



MEETING DATE January 6, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Schedule regular meetings of the Community Health Board for 2026

BACKGROUND INFORMATION

At the first organizational meeting of the year, the Community Health Board shall adopt its schedule of regular meetings for the year. Once adopted and kept on file, no further notice of meetings is required. If a change is required in the date and time of a regular meeting, it becomes a "special meeting" under the MN Open Meeting Law and a three-day posted notice is required. Also, special meeting agendas may not be amended on the day of the meeting, whereas regular meeting agendas may be amended day of.

ACTION REQUESTED

A motion to adopt the Community Health Board schedule of regular meetings for 2026 as presented

FISCAL IMPACT

ESTIMATED COST (\$) _____

SOURCE OF FUNDS _____

NEW / ADDITIONAL REVENUE (\$) _____

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE _____

DATE _____

DEPARTMENT HEAD SIGNATURE _____

DATE 12/24/25

COUNTY ATTORNEY SIGNATURE _____

DATE _____

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 2 minutes

PREFERRED PLACEMENT ON AGENDA _____

***Benton County Mission:
Quality Public Service***

BENTON COUNTY COMMUNITY HEALTH BOARD

SCHEDULE OF REGULAR MEETINGS FOR 2026

County Board Room - 531 Dewey Street, Foley, MN 56329

Date	Time	Location
January 6, 2026	9:00 AM	County Board Room, Foley
January 20, 2026	9:00 AM	County Board Room, Foley
February 3, 2026	9:00 AM	County Board Room, Foley
February 17, 2026	9:00 AM	County Board Room, Foley
March 3, 2026	9:00 AM	County Board Room, Foley
March 17, 2026	9:00 AM	County Board Room, Foley
April 7, 2026	9:00 AM	County Board Room, Foley
April 21, 2026	9:00 AM	County Board Room, Foley
May 5, 2026	9:00 AM	County Board Room, Foley
May 19, 2026	9:00 AM	County Board Room, Foley
June 2, 2026	9:00 AM	County Board Room, Foley
June 16, 2026	9:00 AM	County Board Room, Foley
July 7, 2026	9:00 AM	County Board Room, Foley
July 21, 2026	9:00 AM	County Board Room, Foley
August 4, 2026	9:00 AM	County Board Room, Foley
August 18, 2026	9:00 AM	County Board Room, Foley
September 1, 2026	9:00 AM	County Board Room, Foley
September 15, 2026	9:00 AM	County Board Room, Foley
October 6, 2026	9:00 AM	County Board Room, Foley
October 20, 2026	9:00 AM	County Board Room, Foley
November 3, 2026	9:00 AM	County Board Room, Foley
November 17, 2026	9:00 AM	County Board Room, Foley
December 1, 2026	6:00 PM*	County Board Room, Foley
December 15, 2026	9:00 AM	County Board Room, Foley

* December 1st meeting also serves as the Truth in Taxation Public Meeting and starts at 6:00 PM.

County Board:
 Scott Johnson, District 1
 Ed Popp, District 2
 Steve Heinen, District 3
 Jared Gapinski, District 4
 Pam Benoit, District 5

531 Dewey Street
 P.O. Box 129
 Foley, MN 56329
 Benton County's Website:
www.co.benton.mn.us

(320) 968-5000 Main
 (320) 968-5329 Fax
 (320) 968-8842 TDD
 Email Address:
info@co.benton.mn.us

BENTON COUNTY COMMUNITY HEALTH BOARD
TUESDAY, DECEMBER 16, 2025
BENTON COUNTY BOARDROOM

The Benton County Community Health Board met in regular session on December 16, 2025 in the County Boardroom in Foley, MN with County Board members Pam Benoit, Steve Heinen, Jared Gapinski, Scott Johnson, and Ed Popp present.

Chair Heinen called the Community Health Board Meeting to order at 10:54 AM.

Motion by Benoit and seconded by Johnson to approve the Community Health Board Agenda as written. Motion carried unanimously.

Motion by Gapinski and seconded by Johnson to approve the Community Health Board Consent Agenda item #1: 1) approve the Community Health Board Meeting Minutes of November 18, 2025, and authorize the Chair to sign. Motion carried unanimously.

Next, Public Health Nursing Supervisor Courtney Ferreria requested County Board consideration of the new opportunity to request funding from the HealthPartners Microgrant Funding for County Initiatives 2025. The funding will support dental access initiatives. Staff also request ongoing authorization from the Community Health Board to apply in the future to this funding opportunity as it arises. The funding request will be for an amount up to \$1000, with applications due December 19, 2025. Motion by Benoit and seconded by Johnson to approve Benton County Public Health Staff to submit request for funding from HealthPartners Microgrant for County Initiatives. Motion carried unanimously.

Next, Ferreria requested County Board consideration of the contract between the College of St. Benedict and the Benton County Community Health Board for the purpose of hosting students/interns. This contract will also expand partnership between Public Health and St. Benedict within the Salem Community Outpost for the purpose of activities related to nursing assessments, WIC clinics, dental and other oral health activities, general community health education, outreach and other foundational public health activities. Motion by Johnson and seconded by Benoit to approve the contract between the College of St. Benedict and Benton County Public Health for the purpose of hosting students/interns. Motion carried unanimously.

The Community Health Board Meeting adjourned at 10:59 AM.

Steve Heinen, Chair
Benton County Community Health Board

ATTEST:

Montgomery Headley
Benton County Administrator

BENTON COUNTY - COMMUNITY HEALTH BOARD

AGENDA ITEM REQUEST



MEETING DATE 1/6/2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT Public Health

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Contract Agreement with RnC Consulting, P.A.

BACKGROUND INFORMATION

Benton County Public Health in conjunction with the Central Minnesota Alliance completes a community health assessment and community health improvement plan.

Recap: The Local Public Health Act (Minn. Stat. § 145A) requires public health departments to complete a community health assessment and community health improvement plan. The Community Health Assessment identifies and describes factors that affect the health of a community. Following the completion of the assessment, a plan is developed and implemented within each agency to address the primary factors identified.

BCPH requests to engage in a contract with RnC Consulting to support our CHA/CHIP process, included activities outlined within agreement such as building data capacity, data infrastructure and to receive consultation/technical assistance, especially surrounding FPHR. Consultation services will be covered 100% by State Innovations Infrastructure Funding.

BCPH requests CHB review and consider approval of contract between Benton County CHB and RnC Consulting, P.A.

ACTION REQUESTED

Consider approval of contract between Benton County CHB and RnC Consulting, P.A.

FISCAL IMPACT

ESTIMATED COST (\$) \$325,675 ☐ N/A

SOURCE OF FUNDS Public Health Funding (State Innovations Infrastructure Funds) ☐ N/A

NEW / ADDITIONAL REVENUE (\$) Contract for Services ☒ N/A

COST BUDGETED IN CURRENT YEAR? ☒ YES ☐ NO ☐ N/A

SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE [Signature] DATE 10/13/2025

DEPARTMENT HEAD SIGNATURE [Signature] DATE 10/13/2025

COUNTY ATTORNEY SIGNATURE [Signature] ☐ N/A DATE 12/30/2025

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS). ☐ N/A

DURATION _____ PREFERRED PLACEMENT ON AGENDA _____

BENTON COUNTY
AGREEMENT FOR PROFESSIONAL AND TECHNICAL SERVICES

THIS AGREEMENT is made and entered into this **6th day of January, 2026**, (the "Effective Date") through **31st day of March 2027**, by and between the Benton County Community Health Board, a political subdivision of the State of Minnesota (the "CHB"), 531 Dewey St. Foley MN, 56329, and RnC Consulting, P.A (the "Consultant"), 6921 152nd St., Kimball, MN 55353, hereinafter referred to as the "Contractor" enter into this Agreement for Technical Services.

WHEREAS, the CHB is in need of technical services in connection with the Foundational Public Health responsibilities and capabilities, primarily including assessment and surveillance activities and as outlined within **Exhibit A** (the "Project"); and

WHEREAS, the Consultant meets the needs of the CHB and is willing to provide the services provide for in this Agreement; and

WHEREAS, the CHB wishes to purchase the services from the Consultant pursuant to the terms of this Agreement and the Benton County Community Health Board approved this Agreement on January 6th, 2026.

1. **TERM.**

Notwithstanding the date of the signatures of the parties to this Agreement, the term of this Agreement shall commence on the Effective Date and, unless earlier terminated pursuant to this Agreement, shall terminate on the date that all obligations have been fulfilled, and all deliverables have been approved by the County. The Consultant shall not commence the work until the CHB's Authorized Representative issues a written notice to proceed.

2. **DUTIES OF THE CONSULTANT.**

- 2.1 **Nature of Duties.** The Consultant shall perform the work and services to compile and process public health data from various sources and shall provide proper documentation and other deliverables for the Project as set forth in the Consultant's Scope of Services attached hereto as **Exhibit A**. The Consultant shall develop a Quarter 1 project workplan, including proposed deadlines, and

submit it for review and approval no later than ten (10) business days following the effective date of this Agreement. The workplan shall be consistent with Exhibit A and must be approved prior to implementation and invoicing. Upon approval, invoicing shall be effective as of Day 1 of the contract term.

- 2.2 A comprehensive workplan covering the full term of the Agreement shall be submitted within thirty (30) days of the effective date for review and approval. The Consultant shall confer with the CHB's Authorized Representative as frequently as necessary in connection with the services performed under this Agreement.

2.3 Personnel. All work the Consultant is to perform shall be performed by competent and qualified personnel. Renee Frauendienst will have primary responsibility for performing the work under this Agreement on behalf of the Consultant and will serve as the Consultant's primary contact with the CHB. The Consultant shall not change the person primarily responsible for performing the work under this Agreement without the approval of the County's Authorized Representative.

2.4 Project Timing. The Consultant shall not start work on the Project until the Consultant has received from the CHB's Authorized Representative written notice to proceed. All work and services required by this Agreement shall be completed in accordance with the Consultant's Scope of Services outlined in **Exhibit A** and as identified in the approved workplan. The Consultant acknowledges that the time within which services must be rendered is of primary importance to the CHB and is of the essence to this Agreement. All services and information to be performed or furnished under this Agreement shall be performed or furnished as promptly as possible.

2.5 Schedule Adjustments.

2.5.1 For delays encountered that are beyond the Consultant's control, and upon written request from the Consultant, the CHB's Authorized Representative will negotiate an adjustment to the Project schedule set forth in this Agreement.

Delays that are beyond the Consultant's control shall be "force majeure events" such as unusually severe weather, fire floods and other acts of God, labor disputes and acts of war or terrorism. The Consultant shall use all reasonable efforts to minimize the duration and consequence of any delay

resulting from a force majeure event and will give the CHB prompt notice of such event.

2.5.2 The Consultant shall promptly notify the CHB's Authorized Representative if the work required will not be completed as scheduled for any reason other than a delay described in Section 2.4.1. The CHB's Authorized Representative will have the authority to adjust the schedule in writing, in the sole discretion of the CHB's Authorized Representative.

2.6 Standard of Care and Liability for Work. In performing the work under this Agreement, the Consultant will use that degree of care, knowledge and skill ordinarily exercised by other reputable professionals in the field under like circumstances within the State of Minnesota. The Consultant will be responsible for any damages incurred as a result of its failure to comply with the standard of care or other failure to comply with the requirements of this Agreement, and for any loss or cost to repair or remedy such non-compliance. The Consultant will not be liable for special, incidental or consequential damages, including, but not limited to, those arising from loss of use, loss of profits or revenue or the loss of financing commitments.

2.7 Final Documents. The Consultant shall provide the deliverables and other documentation of the work to be performed under this Agreement. Upon completion of the work, the Consultant shall also deliver to the CHB copies of all correspondence, drawings, reports and all other documents either generated by or received by the Consultant in the performance of the work and services required by this Agreement.

3. ITEMS PROVIDED BY THE CHB.

After authorizing the Consultant to begin work, the CHB will furnish any data or materials in its possession relating to the Project that may be of use to the Consultant in performing the work. The Consultant shall make an analysis of all data and information furnished by the CHB. If any data or information is found to be incorrect or incomplete by the Consultant, this fact shall be brought to the attention of the CHB's Authorized Representative before the Consultant proceeds with any affected portion of the Project. All data or materials provided to the Consultant will remain the property of the CHB and must promptly be returned to the CHB upon expiration or termination of this Agreement.

4. PAYMENT TO CONSULTANT.

4.1 Rates and Contract Maximum. For services satisfactorily completed in accordance with this Agreement, the CHB shall pay the Consultant in accordance with the project amounts specified in **Exhibit B**. Compensation for services performed by any subcontractor will be for the actual costs to be paid by the Consultant for the services of the subcontractor. Notwithstanding any provision to the contrary, the total compensation payable to the Consultant for services and expenses under this Agreement shall not exceed \$296,875 (the "Contract Maximum"). In the event the CHB requests services that would require payment in excess of the Contract Maximum, the Consultant shall not proceed until such time as the CHB has approved such modification or addition by written amendment to this Agreement.

4.2 Payment of Costs. Reimbursable expenses are included in the project amounts specified in **Exhibit B**. No additional charges for expenses or reimbursements will be allowed without the prior written authorization of the CHB's Authorized Representative.

4.3 Billing by Consultant. The amounts to be paid under this Agreement shall be paid only if work has been satisfactorily performed as determined by the CHB's Authorized Representative and consistent with the amounts set forth in **Exhibit B**. The Consultant shall submit an invoice monthly in a form acceptable to the CHB's Authorized Representatives. The Consultant shall include with its invoices a report of tasks performed, and the deliverables and all other documents and records relating to the project task that has been completed and for which the Consultant is submitting an invoice.

4.4 Payment by County. Within thirty-five (35) days of the approval of the invoice by the Authority, the Authority shall mail payment of the approved amount to the Consultant for all services satisfactorily performed or make reasonable arrangements for payment acceptable to the Consultant. No claim for expenses or services not specifically provided for herein shall be honored by the CHB. Amounts disputed need not be paid until the dispute is resolved. Final payment due to the Consultant will be made by the CHB when all work and services have been satisfactorily performed and all documents have been delivered to the CHB in accordance with this Agreement.

5. AUTHORIZED REPRESENTATIVE.

Jaclyn Litfin shall serve as the Authorized Representative of the CHB and as the liaison with the Consultant. The CHB shall have the right to change its Authorized Representative from time to time and shall inform the Consultant of any such change.

The Authorized Representative shall have the express authority to make all contacts with the Consultant on behalf of the CHB and to instruct the Consultant to perform the various services described in this Agreement. The Consultant shall submit reports, invoices and other materials prepared pursuant to this Agreement to the Authority's Authorized Representative, by mailing or delivering them to:

Jaclyn Litfin, CHS Administrator
531 Dewey St. PO Box #129 Foley, MN 56329

6. RELATIONSHIP BETWEEN THE PARTIES.

6.1 Independent Contractor. Nothing in this Agreement shall be construed as creating the relationship of co-partners, joint ventures, or an association, nor shall the Consultant, its employees, representatives or subcontractors be considered employees, agents or representatives of the CHB. The Consultant is to be and shall remain an independent contractor with respect to all services performed under this Agreement. Consultant shall, at its expense, secure all personnel required to perform the services under this Agreement. Any and all personnel of the Consultant or other persons engaged in the performance of any work or services required by the Consultant will have not relationship with the CHB and will not be considered employees of the CHB. Such personnel or other persons shall not be entitled to any compensation, rights or benefits of any kind from the CHB, including, without limitation, Worker's Compensation, medical care, disability, severance pay and retirement benefits.

6.2 No Agency. Consultant shall have the authority to act on behalf of the CHB only to the extent expressly provided for in this Agreement, unless otherwise modified by the parties in writing. The CHB will not assume or accept any agreement, representation, commitment or warranty made by the Consultant, nor shall the CHB be obligated for damages to any person or organization for personal injuries or property damage directly or indirectly arising out of the Consultant's conduct or caused by the Consultant's negligence, willful act, or failure to act.

6.3 Assignment and Subcontracting. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or novation, without the prior consent of the CHB's Authorized Representative. The Consultant shall be responsible for the performance of its work under this Agreement. The Consultant shall not enter into subcontracts for performance of services described in this Agreement

unless such subcontract and services are described in **Exhibit A** and have been approved by the CHB's Authorized Representative. The Consultant shall be responsible for all services rendered by any

subcontractor and shall be responsible for all payments owed to any subcontractor. The Consultant shall provide notice of all subcontracts to the CHB prior to the commencement of work and shall provide copies of subcontracts at the request of the CHB's Authorized Representative.

6.4. SUPPLIES AND EQUIPMENT. Any supplies or equipment purchased by consultant using funds from this agreement will become the property of the County upon termination of this agreement.

7. INSURANCE AND INDEMNIFICATION.

7.1 Insurance. Consultant shall comply with the insurance requirements set forth in **Exhibit C**, attached to this Agreement and incorporated herein by reference.

7.2 Indemnification. Consultant agrees to indemnify and hold harmless the CHB and its officers, officials, agents, volunteers and employees from any liability, claims, losses, damages, costs, judgments, or expenses, including reasonable attorneys' and other professional fees, resulting directly or indirectly from any negligent, tortious or illegal act or omission, including without limitation, professional errors or omissions by the Consultant (including its officers, employees, agents and subcontractors) arising from the performance of its services pursuant to this Agreement, and against all loss by reason of the failure of the Consultant, its agents, employees or subcontractors fully to perform all obligations under this Agreement. For clarification and not by way of limitation, this obligation to indemnify and hold harmless shall apply to all materials prepared or furnished pursuant to this Agreement, including, without limitation, claims resulting from any alleged infringement of copyright or any property right of another, and the unlawful disclosure or use of protected data or other noncompliance with the Records and Information provisions set forth in Section 8. The terms and provisions of this Section 7 shall survive the expiration, suspension or termination of this Agreement.

8. RECORDS AND INFORMATION.

8.1 Ownership of Documents, Intellectual Property Rights and Confidentiality. All documents, reports, recommendations, designs and other work prepared or furnished by Consultant (and/or any subcontractors) pursuant to this Agreement

are work products of the CHB and shall be the property of the CHB, with the exception of standard design details that are commonly used in the industry and were not created specifically for the Project. Consultant represents and certifies that the works and documents created and paid for under this Agreement do not and will not infringe upon any intellectual property rights of other persons or entities. Consultant shall furnish the CHB with all products upon completion of the work, and at any other time as requested by the CHB. Consultant may retain copies of all such work products and related documents, but Consultant may not use the work products and related documents for any purpose not related to the Project without the CHB's consent. No reports, documents, drawings or other information that are generated under this Agreement shall be released by Consultant, its agents, personnel, employees or subcontractors except as required to be released by the Minnesota Data Practices Act or with the approval of the Authorized Representative.

8.2 Data Practices. The Consultant and its employees, agents, successors and assigns must comply with the Minnesota Government Data Practices Act (Minnesota Statutes Chapter 13) as it applies to all data provided to the Consultant by the CHB under this

Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Consultant pursuant to this Agreement. The Consultant shall further comply with applicable state and federal laws, rules and regulations relating to data privacy or confidentiality as those regulations may apply to data created, collected, received, stored, used, maintained, or disseminated by the Consultant pursuant to this Agreement. If the Consultant receives a request to release data pursuant to this Section 8.2, the Consultant shall notify the County immediately and consult with the CHB as to how the Consultant should respond to the request. The Consultant's response shall comply with applicable law. Consultant further acknowledges that the classification of data as trade secret data will be determined based on applicable law, and labeling data as trade secret data will not necessarily make it so.

9. AUDIT.

Consultant shall maintain complete and accurate records with respect to costs incurred and services performed under this Agreement for a period of at least six (6) years after the termination of this Agreement. Pursuant to Minn. Stat. § 16C.05, Subd. 5, Consultant shall allow the CHB or other persons or agencies authorized by the CHB, including the Legislative or State Auditor, access to the records of Consultant at reasonable hours, including all books, records,

documents, and accounting procedures and practices of Consultant relevant to the subject matter of the Agreement, for purposes of audit.

10. NON-CONFORMING SERVICES AND WAIVER.

The acceptance by the CHB of any non-conforming services under the terms of this Agreement or the foregoing by the CHB or any of the rights arising under the terms of this Agreement shall not constitute a waiver of the CHB's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the CHB provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

11. NOTICE.

Any notices required or permitted to be given under this Agreement: (i) shall be in writing signed by or on behalf of the party making the same; (ii) shall be deemed given or delivered (a) if delivered personally, when received, (b) if sent from within the United States by registered or certified mail, postage prepaid, return receipt requested, on the third business day after mailing, or (c) if sent by messenger or reputable overnight courier service, on the next business day after mailing; and (iii) shall be addressed to each party at its address set forth in this Agreement, or at such other address as the parties shall designate in writing by personal delivery, certified mail, or overnight courier service.

12. DISPUTES.

The CHB's Authorized Representative will be the initial interpreter of the requirements of this Agreement and will determine the acceptability of the work to be provided hereunder. All claims, disputes and other matters relating to the acceptability of the work must be referred to the CHB's Authorized Representative in writing with a request that a formal decision be made within a reasonable period of time. Written notice of each claim, dispute or other matter must be delivered to the CHB's Authorized Representative within 30 days of the occurrence of the event giving rise to the claim, dispute or other matter. All data supporting the claim, dispute or other matter must be submitted to the CHB's Authorized Representative within 45 days of the event, unless the CHB's Authorized Representative allows for additional time based on the availability of complete and accurate data. The Consultant shall continue to perform while the claim or dispute is pending. The issuance of a decision by the CHB's Authorized Representative shall be a condition precedent to the Consultant's exercise of the rights

and remedies the Consultant may have under this Agreement or at law with respect to the claim, dispute or other matter.

13. TERMINATION AND SUSPENSION.

This Agreement may be suspended or terminated by the CHB if the Consultant violates any of the terms or conditions of this Agreement or fails to administer the work as determined by the CHB. In the event the CHB exercises its right to suspend or terminate this Agreement, the CHB shall submit written notice to the Consultant specifying the extent of the suspension or termination and the reasons therefore, and the date upon which suspension or termination becomes effective. The CHB may also terminate this Agreement without cause by giving at least 14 days written notice to the Consultant.

Upon receipt of any notice to terminate or suspend this Agreement, the Consultant shall take all action necessary to discontinue work or further commit CHB funds. Upon termination, the Consultant shall be entitled to payment for all work satisfactorily performed, as determined by the CHB, and upon delivery of all deliverables and other documents created or obtained pursuant to this Agreement which may be necessary or desirable for the CHB to complete the work herein contracted for.

CHB may immediately terminate or suspend this grant agreement if it does not obtain funding from the Minnesota Legislature or other funding sources; or if funding cannot be continued at a level sufficient to allow for the payment of the work scope covered in this grant agreement. Termination must be by written notice to Consultant; i.e., mail, email, or both. CHB is not obligated to pay for any work performed after notice and effective date of the termination or suspension. However, Consultant will be entitled to payment, determined on a pro rata basis, for activities satisfactorily performed to the extent that funds are available. CHB will not be assessed any penalty if this agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. CHB must provide Consultant notice of the lack of funding within a reasonable time of MDH receiving notice of the same.

CHB may immediately terminate this agreement, if the Commissioner of Administration immediately and unilaterally cancels the underlying grant agreement with CHB if performance under the agreement would not serve MDH's purposes or is not in the best interests of the State of Minnesota.

14. SURVIVAL.

The provisions of this Agreement which, by their terms, impose obligations that are continuing in nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: Sections 2.5 (Standard of Care and Liability for Work); 7 (Insurance and Indemnification); 8 (Records and Information); 9 (Audit); 15.3 (Governing Law; Jurisdiction; Venue).

15. GENERAL PROVISIONS.

15.1 Entire Agreement; Amendments; Conflicts.

This Agreement (including the exhibits attached hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. Any amendment or modification to this Agreement shall not be valid unless such amendment or modification (i) is in writing and signed by authorized representatives of both parties and (ii) references this Agreement. The terms and conditions of the exhibits are integral parts of this Agreement and are fully incorporated herein by this reference.

15.2 Compliance with Applicable Law. The Consultant agrees to comply with applicable federal, state and local laws or ordinances, and applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Consultant's performance of the provisions of this Agreement. It shall be the obligation of the Consultant to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

15.3 Governing Law; Jurisdiction; Venue. This Agreement shall be governed by the laws of the State of Minnesota, without regard to its conflict of laws rules. For the purpose of resolving conflicts related to or arising out of this Agreement, the parties expressly agree that venue shall be exclusively in the State of Minnesota, County of Benton. The parties hereby expressly consent to the exclusive personal jurisdiction of the federal and state courts located in the State of Minnesota, regardless of the citizenship or residency of either party at the time of the commencement of any legal proceeding.

15.4 Debarment. Consultant certifies that it is not prohibited from doing business with either the federal government or the State of Minnesota as a result

of any debarment or suspension proceedings. Consultant's certification is a material representation upon which the CHB's approval of this Agreement is based. Consultant shall provide immediate written notice to the CHB's authorized representative if at any time Consultant learns that this certification is erroneous or becomes erroneous due to changed circumstances.

15.5 Equal Employment Opportunity. In connection with the execution of this Agreement, the Consultant agrees that it will comply with Minn. State § 363A.08, to not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age. The Consultant and all of its subcontractors will take affirmative actions to ensure that applicants are employed, and that employees are treated during employment without regard to factors stated in Minn Stat. § 363A.08. Such actions shall include, but not be limited to, the following: hiring, tenure, compensation, terms, upgrading, conditions, facilities, or privileges of employment.

15.6 Payment of Prevailing Wages. The Consultant agrees that the Consultant's employees and that the employees of any subcontractors who fall within any job classification established and published by the Minnesota Department of Labor & Industry, if any, shall be paid at a minimum, the prevailing wages rates as certified by that Department.

15.7. Withholding. The Consultant shall comply with all applicable requirements set forth in Minn. Stat. § 270C.66. The Consultant shall submit a Certificate of Compliance from the Minnesota Commissioner of Revenue documenting its own compliance and documenting compliance of any subcontractor with Minn. Stat. § 290.92 with its claim for final payment for services rendered under this Agreement, if applicable. The Consultant acknowledges that it shall not be entitled to final payment for services and expenses rendered under this Agreement until such document is submitted in approved form to the CHB, if applicable.

15.8 Conflict of Interest. The Consultant affirms that, to the best of the Consultant's knowledge, the Consultant's involvement in this Agreement does not result in a conflict of interest with any party or entity, which may be affected by the terms of this Agreement. The Consultant agrees that, should any conflict or potential conflict of interest become known to the Consultant, it will immediately notify the CHB of the conflict or potential conflict, specifying the

part of this Agreement giving rise to the conflict or potential conflict, and will advise the CHB whether the Consultant will or will not resign from the other engagement or representation.

15.9 Assignment and Delegation. Neither party shall assign its rights or delegate its duties under this Agreement without receiving the prior written consent of the other party.

15.10 Successors in Interest. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

15.11 Severability. In the event that any portion of this Agreement shall be held to be invalid, such invalidity shall not affect the validity of the remainder of this Agreement.

15.12 Execution. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and to constitute one and the same instrument. Electronic copies of this Agreement, including without limitation, those transmitted by facsimile or scanned to an image file, shall be considered originals.

[The remainder of this page is left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date set forth above.

**Community Health Board
Benton County**

Print Name

Title

Date

RnC Consulting


Print Name Renee S. Fraundorfer


Title


Date

Benton County

Print Name

Title

Date

Benton County

Print Name

Title

Date

EXHIBIT A

CONTRACTOR SCOPE

OF SERVICES

Agency Name:

RnC Consulting, P.A.

Purchased Service:

Contractor will build Public Health foundational capacities, primarily around assessment and surveillance, foundational planning, including support for local public health infrastructure and the Community Health Improvement Plan.

Activity/Action Step	Person(s) Responsible
Infrastructure & Administrative Support <ul style="list-style-type: none"> Infrastructure support (meeting invites, note taking, coordination with partners, agenda development, survey form development) SharePoint infrastructure and maintenance 	Contractor
Data & Performance Management <ul style="list-style-type: none"> Relationship/coordination with UnitedWay on CMA Data Dashboard Development Performance measure templates development (SOAP indicators, PowerBI, etc.) Assessment and Surveillance pertaining to identified areas of need by CMA committees 	Contractor
Communications (Internal and External) Internal to CMA <ul style="list-style-type: none"> Internal Communications plan/structure – “How to use this data” templates and data talking points Internal Communication expectations, COE framework development for CMA Governance structure – Communications facilitation External to CMA <ul style="list-style-type: none"> Social media/website content template development 	Contractor

<ul style="list-style-type: none"> • External Communications plan schedule/templates/structure (e.g., including Outcomes/Infographic/Reports) • Board Engagement/Presentations • Marketing campaign • Community Presentations • Newsletter support • Outreach materials/organization • Media/Article submissions to publications, briefings, blogs 	
Community Engagement & Public Health <ul style="list-style-type: none"> • Community Engagement and Outreach, • Support priority activities identified by CMA committees, including CHIP Implementation committee • Foundational Public Health Responsibilities – Community Partnership Development 	Contractor
Foundational Public Health <ul style="list-style-type: none"> • General consultation services and support capacities related to foundational public health areas and capabilities <ul style="list-style-type: none"> ◦ Regional systems change approaches ◦ Focus on community connection, community stability, community 	Contractor

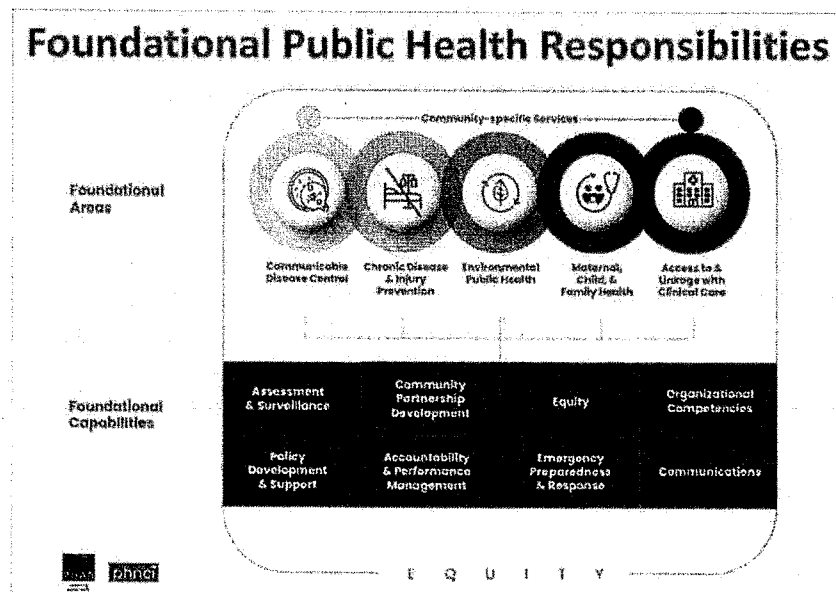


EXHIBIT B
COMPENSATION

Cost of Purchased Services:

Project Budget and Justification (January 1-December 31, 2026)

Project Budget

Category	Amount
Contracted Services	\$289,925
Travel	\$9,500
Supplies	\$12,250
Contractual Other	\$4,000
Other expenses	\$10,000
Total Project Budget	\$325,675

Budget Justification for Contracted Services

Overall Contract Management RnC Consulting, CEO - (15% salaries) x ~15 months - \$40,500

Provide strategic direction and alignment of staff work plans with project objectives, supervision, coaching, and performance evaluation, quality assurance, review of deliverables, and adherence to public health practice standards, compliance monitoring related to grant requirements, reporting timelines, and administrative processes, support for staff onboarding, development, and continuous skill-building.

Contractor will subcontract with or hire:

Regional CMA Program Manager @ 1.0 FTE x ~15 months – \$100,650

The Regional CMS Program Manager will foster strong community engagement across Benton County and the partners within CMA such as Stearns, Sherburne and CentraCare. They will coordinate community groups formed around the goals outlined in the Community Health Improvement Plan (CHIP), including those focused on mental health, building families, chronic disease prevention, and social drivers of health. By building collaborative relationships, the Program Manager will ensure that community voices shape health priorities and interventions, helping us effectively respond to local needs.

Regional CMA Data Manager @ 1.0 FTE x ~15 months – \$100,650

The Regional CMA Data & Analytics Manager will support a centralized and streamlined data collection, analysis, and sharing processes for the three-county region, promoting consistent, evidence-based decision-making across jurisdictions. The Regional CMA Data & Analytics Manager will enhance the regions' ability to assess health trends, evaluate program impact, and respond proactively to emerging health challenges, improving the region's capacity to support community health initiatives grounded in real-time insights.

Salary Benefits @ 25% x ~15 months - \$48,125

Travel – \$9,500

Travel professional development mileage, airfare-following out of state travel approval, hotels, meals, fees and registrations, travel expenses, mileage, focus groups, CMA member sites, workshops, committee and community meetings, MDH meetings.

Supplies/Equipment – \$12,250

Computers, dual monitors, keyboard/mouse, mouse pad, wrist rest, docking stations, cellphones, office supplies, printer supplies, office materials, meeting supplies, spaces, outreach items.

Contractual-\$4,000

Interpreter and translation services.

Other Expenses – \$10,000

Software tools

EXHIBIT C
INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of the contract, insurance coverage for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives, employees or subcontractors.

1. Minimum Scope of Insurance: Coverage shall be at least as broad as follows:
 - a. Insurance Services Office (ISO) Commercial General Liability coverage (occurrence form CG 00 01 or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - b. Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute for providing equivalent liability coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
 - c. Workers' Compensation as required by the State of Minnesota, and Employer's Liability insurance. If the Consultant's employment is an excluded employment under Minn. Stat. § 176.041 and the Consultant elects not to purchase workers' compensation coverage, the Consultant shall provide the County with a written waiver of workers' compensation coverage in a form acceptable to the County. The Consultant agrees that under no circumstances shall the County be responsible for workers' compensation for injuries suffered in connection with this Agreement.
2. Minimum Limits of Insurance: Consultant shall maintain **NO LESS THAN** the following limits of insurance:
 - a. Commercial General Liability Insurance, and if necessary, Commercial Umbrella Liability:
 - \$1,500,000 each occurrence
 - \$3,000,000 annual aggregate
 - \$3,000,000 products and completed operations aggregate
 - b. Business Automobile Liability and if necessary, Commercial Umbrella Liability:
 - \$1,500,000 each accident for bodily injury and property damage

- c. Employers Liability:
 - as required by the State of Minnesota
- d. Professional/Technical Liability or Errors and Omissions:
 - \$2,000,000 per claim
 - \$2,000,000 annual aggregate

3. Deductibles and Self-Insurance:

- a. Any deductibles will be the sole responsibility of the Consultant and may not exceed \$50,000 without the written consent of the County. Any request for a higher deductible must first be approved by the County after Consultant provides the County with financial documentation sufficient for the County to determine whether Consultant has the financial resources to cover the requested deductible.
- b. If Consultant is self-insured, a Certificate of Self-Insurance must be provided to and approved by the County.

4. Additional Insurance Conditions:

- a. Consultant's insurance shall apply as primary insurance with respect to any other insurance or self-insurance program maintained by the County. The County's insurance or self-insurance program shall be excess of Consultant's insurance and shall not contribute to it. Consultant's coverage shall contain no special limitations on the scope of protection afforded to the County and its agents, officers, directors and employees.
- b. The County and its agents, officers, directors and employees shall be provided additional insured status under the required policies.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the NCDA or its officers, officials, employees or volunteers.
- d. Each required insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in limits, or non-renewed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given

to the County.

- e. Consultant shall include all subcontractors as insured under its policies or furnish separate certificates and endorsements for each subcontractor where applicable.

All coverage for subcontractors shall be subject to all of the requirements stated herein.

- f. Each insurance policy shall include an endorsement that waives any claim or right in the nature of subrogation to recover against the County and its agents, officers, directors, and employees.

- g. Consultant must obtain insurance policies from insurance companies having an "AM BEST" rating of A:VII or better and authorized to do business in the State of Minnesota.

5. Verification of Coverage:

Consultant shall provide the County with certificates of insurance and original endorsements showing that the Consultant has each type of insurance coverage and limits required under this contract. All certificates and endorsements are to be received and approved by the County before work commences.

BENTON COUNTY - COMMUNITY HEALTH BOARD

AGENDA ITEM REQUEST



MEETING DATE 1/6/2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT Public Health

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Sauer Family Foundation Site Agreement

BACKGROUND INFORMATION

Benton County Public Health submitted a grant application following board consensus at the previous Committee of a Whole to conduct a nine-month community assessment. This assessment will engage partners, service providers, and families to identify strengths and gaps in supports for children and families, assess where protective factors are present throughout the community, collect and analyze demographic, socioeconomic, and service data, and provide recommendations for a potential Family Resource Center structure.

The Sauer Family Foundation Board of Trustees has approved our grant application request of \$50,500 to conduct the assessment.

The assessment timeframe will be completed between 3/1/2026 and 12/31/2026.

BCPH requests CHB review and consider approval of site agreement between Benton and Sauer Family Foundation.

ACTION REQUESTED

Review and consider approval of site agreement between Benton and Sauer Family Foundation.

FISCAL IMPACT

ESTIMATED COST (\$) Incoming Funds ☒ N/A

SOURCE OF FUNDS Sauer Family Foundation ☐ N/A

NEW / ADDITIONAL REVENUE (\$) 50,500 ☐ N/A

COST BUDGETED IN CURRENT YEAR? ☐ YES ☒ NO ☐ N/A

SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE [Signature] DATE 10/28/2025

DEPARTMENT HEAD SIGNATURE [Signature] DATE 10/28/2025

COUNTY ATTORNEY SIGNATURE [Signature] ☐ N/A DATE 12/22/2025

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS). ☐ N/A

DURATION _____ PREFERRED PLACEMENT ON AGENDA _____

Benton County FRC Assessment

2025 FRC Grants

Benton County

Ms Emma Hanson
531 Dewey St
Foley, MN 56329

O: 320-968-5331
M: 320-968-5197

Ms Emma Hanson

531 Dewey St
Foley, MN 56329

ehanson@co.benton.mn.us
O: 320-968-5197
M: 320-968-5197

FollowUp Form

Question Group

Please verify the following statement:*

Our organization has recieved the grant funds. No goods or services were provided by the organization in exchange for these grant funds.

Grant Check Acknowledgement

If you have selected no, please provide additional information and contact Dan Johnson: dan@sauerff.org

Project Name*

Benton County FRC Assessment

File Attachment Summary

Applicant File Uploads

No files were uploaded

Benton County FRC Assessment

2025 FRC Grants

Benton County

Ms Emma Hanson
531 Dewey St
Foley, MN 56329

O: 320-968-5331
M: 320-968-5197

Ms Emma Hanson

531 Dewey St
Foley, MN 56329

ehanson@co.benton.mn.us
O: 320-968-5197
M: 320-968-5197

FollowUp Form

Terms & Conditions

Project Name

Name of Project.

Benton County FRC Assessment

Amount Awarded

\$50,500.00

Special Conditions (If Applicable)

Scope of Work: A community assessment to evaluate family needs and service gaps through the framework of the Five Protective Factors.

Months 1–2: Project planning, formation of a steering team, design of surveys and focus group tools.

Months 3–6: Administration of surveys, facilitation of focus groups, and collection of qualitative and quantitative data.

Months 7–8: Analysis of survey, focus group, and secondary data to identify strengths, gaps, and opportunities for improvement.

Month 9: Development of a comprehensive report with findings and recommendations, followed by presentation to county leadership and community stakeholders.

The assessment will:

- Engage diverse partners, providers, and families.
- Collect and analyze demographic, socioeconomic, and service data, integrated with existing data.
- Identify community strengths, service gaps, and protective factors that influence family stability.
- Provide actionable recommendations for Family Resource Center development.

Project Start Date*

03/01/2026

Project End Date*

12/31/2026

GRANT TERMS

1. Grantee will keep its tax-exempt status as a recognized 501(c)(3) and Section 509(a)(1), 509(a)(2), 509(a)(3) organization or government agency current throughout the period of this grant and will comply with all applicable federal and state laws and regulations that govern the

use of funds from private foundations to the Grantee organization. This includes but is not limited to (a) the prohibition against use of any funds to influence specific legislation, to influence the outcome of elections, to carry on voter registration drives, to make grants to individuals or other organizations, or to undertake any nonexempt activity, when such use of the funds would be a taxable expenditure if made directly by the foundation; and (b) limiting the use of the grant funds to the Grantee's authorized taxable purposes.

2. The grant shall be used exclusively for the purposes specified in the scope of work for this Grant, and any alternative use of funds must be authorized in advance in writing by the Sauer Family Foundation, or funds must be returned.
3. Grantee will notify the Sauer Family Foundation concerning a change or proposed change in the Grantee's tax-exempt status. If the Grantee's tax-exempt status changes, the Sauer Family Foundation reserves the right to require that all remaining grant funds are immediately returned.
4. Any significant change in the project and/or organizational leadership must be reported to the Sauer Family Foundation within two (2) months of the change.
5. Grantee must keep records of receipts and expenditures and make its books and records available to the Sauer Family Foundation at reasonable times.
6. Grantee must complete the on-line final grant report. The report due date is on your dashboard under Active Grants. There is no guarantee of future funding beyond the awarded amount.
7. Any grant payment may be discontinued, modified, or withheld at any time when, in the judgment of the Sauer Family Foundation, such action is necessary to comply with the requirements of law or this agreement.
8. The Sauer Family Foundation will provide the Grantee with written notice and a reasonable opportunity to cure any defects before discontinuing the grant and/or withholding grant payment.
9. The Sauer Family Foundation may use grantee's name, logo and information about the grant for purposes of publicizing the grant and the Sauer Family Foundation's grant programs generally, including but not limited to on its website and in advertising, editorial, internal publications, and other publicity materials.
10. Consistent with Executive Order 13224 and the Patriot Act, no portion of the grant will be used to support terrorism or will be diverted to other individuals or organizations which have assisted, sponsored, or provided financial, material, or technological support for terrorists or persons associated with terrorists.
11. This agreement is governed by the laws of Minnesota and the venue of any dispute regarding its terms shall be Ramsey County, Minnesota.

ACCEPTANCE OF TERMS & CONDITIONS*

This grant is conditional upon Grantee's acceptance of the terms and conditions set forth herein. By selecting the "I Accept Grant Terms and Conditions" below, Grantee agrees to accept and comply with the stated terms and conditions of this grant.

I Accept Grant Terms and Conditions

AUTHORIZED SIGNATURE

By typing in your Name, Title, and Date in the spaces below, you confirm that you are authorized to make legal contracts for the Grantee and that you agree to enter into this agreement by electronic means.

Name*

Title*

Date*



Dan Johnson
Grants Manager
The Sauer Family Foundation

12/28/2025

File Attachment Summary

Applicant File Uploads

No files were uploaded

