

A regular meeting of the Pennington County Human Service Committee was held at 12:00 pm, April 20, 2021 at the Pennington County Justice Center.

COMMITTEE MEMBERS PRESENT:

Bruce Lawrence
Darryl Tveitbakk
Dave Sorenson
Seth Nelson

STAFF MEMBERS PRESENT:

Julie Sjostrand, Director
Maureen Monson
Charles Lundgren

SECTION A

I. MINUTES:

The March 16, 2021 Human Service Committee Meeting Minutes were electronically posted for review. Noting no corrections or changes, a recommendation was made to forward the Minutes to the Consent Agenda.

II. PERSONNEL:

- A. The Director announced Holly Spong, Eligibility Worker, has been transferred to fill the Long-Term Care Eligibility Worker position vacancy. The effective date of transfer will be 4/27/2021. Upon conclusion of the announcement a recommendation was made to forward this item to the Consent Agenda.
- B. The Director presented a request to post, interview and hire for the Eligibility worker vacancy. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.
- C. The Director announced the resignation of Kate Trudeau, Social Services Supervisor, effective 3/29/2021. Upon conclusion of the announcement a recommendation was made to forward this item to the Consent Agenda.
- D. The Director presented a request to post, interview and hire for the Social Services Supervisor. This position will be supervising Child Protection, Mental Health, Licensing and Child Care. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.

III. GENERAL:

- A. The Director presented information on a Board and Lodge interested in locating in Thief River Falls.
- B. The Director presented information on the Merit System and recommended to form a committee to come back with a recommendation within the next few months.
- C. Maureen Monson, Adult Social Services Supervisor, presented information regarding the Blue Cross/Blue Shield Care Coordinator desk audit.
- D. The Director presented for approval an updated Pennington County Pre-Petition Screening Team list of authorized screeners. Individuals

recommended for appointment as screeners to conduct investigations pursuant to judicial commitments alleging chemical dependency, mentally ill or intellectually disabled.

Mitch Anderson	Human Services
Judy Graff	Human Services
Amy Nelson	Human Services
Julie Sjostrand	Human Services
Marcie Wallace	Human Services
Donza Erickson	Human Services
Ray Kuznia	County Sheriff
Melissa Larson	County Deputy
Brittany Bimler	Sanford Health
Kayla Jore	Public Health

Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.

- E. The Out-of-Home Cost Report through March 2021 was presented for Review.
- F. Month's end cash balance for March 2021 stands at \$ 3,033,593.35.

SECTION B

- I. No Social Service cases were presented for special case review.
- II. Tammy Johnson, Financial Supervisor presented the Emergency Assistance/Emergency General Assistance March 2021 report of activity. Tammy Johnson also reported the Income Maintenance open case count stands at 1,890.
- III. No Income Maintenance cases were presented for special case consideration.
- IV. A listing of bills presented for payment was reviewed. A recommendation for payment of the bills was forwarded to the Consent Agenda.

SECTION C

Be it resolved that the foregoing record is a true and accurate recording of the official actions and recommendations of the Human Service Committee for Pennington County and, as such, constitutes the official minutes thereof.

Chair: _____

Attest: _____

NEXT COMMITTEE MEETING: May 18, 2021, at 12:00 p.m.

Guardian and Conservator Purchase of Service Agreement

Pennington County Human Services, P.O. Box 340, Thief River Falls, Minnesota 56701, hereafter referred to as the "Agency", and Lutheran Social Service of Minnesota, with state offices at 1605 Eustis Street, Suite 310., St. Paul, Minnesota 55108-1445, hereafter referred to as the "Provider".

WITNESSETH

WHEREAS, Pennington County Human Services has identified a need for Guardianship/Conservatorship services and related services for indigent persons who are vulnerable due to mental illness, chemical dependency, or mental retardation; and

WHEREAS, this is a mandated service under Minnesota Statute 524.5-101 to 524.502 (Uniform Guardianship and Protective Proceedings Act); and

WHEREAS, Lutheran Social Service of Minnesota is an agency available to become the court appointed guardian/conservator for adults in need of such services; and

WHEREAS, Lutheran Social Service of Minnesota is given the legal responsibility for managing the personal and/or financial affairs of the ward or conservatee; and

WHEREAS, the Agency wishes to purchase such services from the Provider; and

WHEREAS, Lutheran Social Service of Minnesota, 715 N 11th Street, Suite 401, Moorhead, Minnesota 56560 will administer and supervise the contract on behalf of the Agency;

NOW, THEREFORE, in consideration of the mutual understandings and agreements set forth, the Agency and Provider agree as follows:

1. TERM:

The term of this agreement shall be from January 1, 2021 to December 31, 2022. Either party may cancel this Agreement upon thirty (30) days written notice.

2. SERVICES:

The Agency wishes to purchase and the Provider agrees to provide the following:

BRASS CODE

SERVICE DESCRIPTION

Guardianship/Conservatorship services for indigent residents of Pennington County.

3. COST AND DELIVERY OF PURCHASED SERVICES:

The service description and the amount to be paid for such purchased services shall be authorized by the Pennington County Human Services Individual Service Agreement.

An authorized rate not to exceed \$57.50 per hour in 2021 and not to exceed \$59.13 per hour in 2022 to be billed monthly.

In addition to the payment outlined above, the provider may charge a client a Medical Assistance fee as allowed by rule and when applicable. Additional program or service fees may not be charged to social service clients.

INDIGENT/GUARDIANSHIP/CONSERVATORSHIP FEE POLICY/DEFINITION OF SERVICES is hereby incorporated as part of this Agreement.

Purchased services shall be provided in the community or in the residences of the clients being served under the assumption that Lutheran Social Service of Minnesota is appointed as guardian or conservator by the Courts and accepts said appointment fully.

Rates for service are negotiated between the Provider and the Agency and may be renegotiated once per year. All rate changes will be effective on January 1st, following this period and will remain in effect for the remainder of the term of this Agreement.

Included within the fee policy and definition of services are such administrative services as are reasonably or necessarily incurred by the Provider in providing the services, including all documents, reports, copying charges, mileage, (unless noted otherwise), phone calls, certificates and assurances as are required by the Courts and this Agreement.

Nothing in this Agreement shall be construed as requiring the Provider to provide services over and above those mandated by Minnesota Statutes for guardian/conservator duties or the Agency to continue purchasing services from the Provider upon cancellation or termination of the contract.

4. ELIGIBILITY FOR SERVICES:

Service eligibility will be determined according to the criteria established by Pennington County Human Services' Human Service Plan.

Services under this Agreement shall only be provided to clients meeting these criteria of indigent residents of Pennington County.

The Provider and the Agency agree that the services to be provided under this contract will be available to all individuals who are determined by the Agency to require guardianship/conservatorship services.

5. PAYMENT FOR SERVICE:

The Provider shall within fifteen (15) working days following the last day of the calendar quarter; submit a county approved invoice for purchased services to Pennington County. Pennington County shall, within thirty (30) days of the receipt of the invoice, make payment for all units of service billed.

The Agency agrees that Provider shall, in addition, be entitled to reimbursement for payment of legal counsel where a proposed ward or conservatee is determined indigent and unable to pay the costs of counsel in an amount that the District Court may allow, pursuant to Minnesota Statute 563.01 and, as applicable, the Uniform Guardianship and Protective Proceedings Act. Provider agrees to apply for reimbursement for such counsel expenses by filing with the Pennington County Court Administrator a claim for services and they shall be reimbursed thereafter as allowed by the court in the normal fashion for the payment of county claim. Provider understands and agrees that the Agency believes that Provider should be allowed this reimbursement but that the District Court controls the amount of reimbursement in Pennington County and Provider therefore shall not request reimbursement for such services directly from the Agency.

That the Agency further agrees to assist the Provider in obtaining lawful reimbursement for such counsel fees to the extent allowed under Minnesota Statutes Chapter 563.01 or 524.5-101 to 524.502 (Uniform Guardianship and Protective Proceedings Act).

6. INDEPENDENT CONTRACTOR:

The Provider represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement. Any and all personnel of the Provider or other persons, while engaged in the performance of any work or services required by the Provider under this Agreement, shall have no contractual relationship with the county and shall not be considered employees of the Agency, and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers' Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment including, without limitation, claims of discrimination against the Provider, its officers, agents, contractors, or employees shall in no way be the responsibility of the Agency; and the Provider shall defend, indemnify, and hold the Agency, its officers, agents, and employees harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission, or court. Such personnel or other persons shall neither require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Agency, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, Workers' Compensation, Unemployment Insurance, disability severance pay and PERA.

7. PROVIDER STANDARDS AND LICENSES:

The Provider agrees to comply with all federal, state county and local laws, regulations, rules, and certifications including Minnesota Statute 524.5-101 to 524.502 (Uniform Guardianship and Protective Proceedings Act) as pertaining to the programs and staff for which the Provider is responsible during the term of this contract. Failure to comply with the requirements, standards and licenses may be cause for cancellation of this agreement. The Provider agrees to use only qualified personnel to provide any services provided pursuant to the contract. If licensing or certification is a necessary pre-requisite for provision of services, the Provider ensures that personnel and services are properly licensed or certified in accordance with the State/County/Federal law and all applicable Minnesota Statutes/Rules.

8. AUDIT, INSURANCE AND INDEMNITY CLAUSE:

A. Audit and Records Disclosures - The Provider shall:

1. Comply with the sub-recipient audit requirements as outlined in the Single Audit Act of 1984 (Public Law 98-502) if Provider receives federal assistance.
2. Allow personnel of the Agency, the Minnesota Department of Human Services, and the Minnesota Department of Health access to the Provider's records at reasonable hours in order to exercise their responsibility to monitor the services.
3. Maintain records at its main or central office location for five years for audit purposes pursuant to MN Rules, part 9525.1920, subpart 4.
4. Allow personnel of the Agency, the Minnesota Department of Human Services, and the Minnesota Department of Health to duplicate, use, and disclose, in any manner consistent with the provisions of the Minnesota Data Privacy Clause outlined in this agreement, all data delivered under this agreement.
5. Comply with policies of the Minnesota Department of Human Services regarding Social Services recording and monitoring procedures, as defined in the Minnesota Department of Human Services Social Services Manual, SSM X .1000 to X .1400, and the Administrative Rules of the Department of Human Services, MN Rules Part 9550.0010 to 9550.0092 (Rule 160).

B. Indemnity: The Provider does hereby agree that it will indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Provider: (1) by reason of any client's suffering personal injury, death or property loss or damages either while participating in or receiving from the Provider the care and services to be furnished by the Provider under this agreement, or while on premises owned, leased, or operated by the Provider, or while being transported in any vehicle owned, operated, leased, chartered or otherwise contracted for by the Provider or any officer, agent or employee thereof; (2) by reason of any service client causing injury to, or damage to the property of another person during any time when the Provider or any officer, agent or employee thereof has undertaken or is

furnishing the care and service called for under this agreement. This agreement to defend, hold harmless and indemnify shall not apply to any intentional or negligent act on the part of the Agency; its officials, agents and employees.

C. C. Insurance: The Provider does further agree that in order to protect itself as well as the Agency under the indemnity agreement provision hereinabove set forth, it will at all times during the term of the agreement have and keep in force:

1. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than \$500,000 for property damage arising from one occurrence, \$500,000 for bodily injuries and/or damages arising from one occurrence, and \$1,500,000 for total personal injuries and/or damages arising from one occurrence. Such policy shall also include contractual liability coverage protection for Roseau County, its officers, agents, and employees by specific endorsement acknowledging the contract between the Provider and the county, through the Agency.
2. A single limit or combined limit or excess umbrella automobile liability insurance policy, if applicable, covering contractor owned, non-owned, and hired vehicles used regularly in the provision of services under this agreement, in an amount of not less than \$500,000 per accident for property damage, \$500,000 for bodily injuries and/or damages to any one person and \$1,500,000 for total bodily injuries and/or damages arising from any one accident.
3. A professional liability insurance policy covering paid personnel of volunteers of the contractor while performing counseling and/or health care services under this agreement naming the count as an additional insured in the following amounts: \$500,000 per claimant for personal injuries and/or damages, and \$1,500,000 for total personal injuries and/or damages arising from one occurrence.
4. Worker's Compensation Insurance, if applicable.
5. Any policy obtained and maintained under this clause shall provide that it shall not be canceled, materially changed, or not renewed without thirty (30) days prior notice thereof to the county, through the agency.
6. If requested, the Provider shall provide Proof of Insurance Certificates for the above coverage to the Agency. The Agency and the Provider hereby waive any and all rights of subrogation they may have against each other.

9. SAFEGUARD OF CLIENT INFORMATION:

Provide safeguards of client information. The use or disclosure by any party of information concerning eligible clients in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or Provider's responsibility is prohibited except on written consent of such eligible client, higher attorney or as required by Court Order. Provider agrees to be governed by Data Practices Act.

10. EQUAL EMPLOYMENT:

The Provider agrees to comply with the Civil Rights Act of 196 Title VII (42 USC 200e), including Executive Order No. 11246, and Title VI (42 USC 200d); and the Rehabilitation Act of 1973 as amended by Section 504.

11. FAIR HEARING AND GRIEVANCE PROCEDURES:

The Agency agrees to provide for a fair hearing and grievance procedure for each person receiving services under this Contract in conformance with Minnesota Statutes, section 256.045, and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services, SSM V.6.000.

12. SUBCONTRACTING:

The Provider shall not enter into subcontracts for any of the work contemplated under this agreement without written approval of the County. All subcontractors shall be subject to the requirements of this contract. The Provider shall be responsible for the performance of any subcontractor.

13. MISCELLANEOUS:

Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof, as well as any previous agreements presently in effect between the Provider and Agency relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

COUNTY OF PENNINGTON
STATE OF MINNESOTA

LUTHERAN SOCIAL SERVICE
OF MINNESOTA

BY: _____
Chairperson, Pennington County
Chief
Board of Commissioners

BY: _____
Jeralee Schoonover, LSS
Service Officer

DATE: _____

DATE: _____

BY: _____
Director,
Pennington County Human Services

DATE: _____

APPROVED AS TO FORM AND EXECUTION:

BY: _____
County Attorney

DATE: _____

**Pennington County Human Services
Income Maintenance Unit
Active Cases by Program
Apr-21**

Cash	# Cases	## in HH	# Adults	# Children	
MFIP	66	128	49	79	Minnesota Family Investment Program
DWP	0	0	0	0	Diversionary Work Program
GA	41	41	41	0	General Assistance
GRH	52	52	52	0	Group Residential Housing
MSA	56	56	56	0	Minnesota Supplement Aid
EA	1	5	2	3	Emergency Assistance
EGA	0	0	0	0	Emergency General Assistance
TOTAL	216	282	200	82	

Food					
SNAP	469	395	258	137	Supplemental Nutrition Assistance Program
TOTAL	469				

Health Care					
MA (MAXIS)	537	548	456	92	Medical Assistance
IMD	5	5	5	0	Institute for Mental Disease
QMB	255	256	255	1	Qualified Medicare Beneficiary (Medicare Savings Program)
SLMB	56	60	60	0	Service Limited Medicare Beneficiary (Medicare Savings Program)
QI-1	19	22	22	0	QI-1 (Medicare Savings Program)
MA (METS/MNsure)	950				Medical Assistance (as of 4/5/2021)
MCRE (METS)	55				MinnesotaCare (as of 4/5/2021)
TOTAL	1,877	891	798	93	

TOTAL ACTIVE PROGRAMS:	2,562
TOTAL ACTIVE CASES:	1,918

Pennington County Human Services
 Out Of Home Placement Costs
 Year Ending December 31, 2021 & 2020

	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	YTD	YTD 2019	Change
Expense															
Foster Care	9,692.77	8,333.69	11,414.65	10,466.25	-	-	-	-	-	-	-	-	39,907.36	19,158.30	108.3%
Rule 4	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rule 8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Rule 5	1,062.04	-	-	-	-	-	-	-	-	-	-	-	1,062.04	-	-
Corrections	27,294.00	5,689.98	40,768.00	11,738.00	-	-	-	-	-	-	-	-	85,489.98	68,572.00	24.7%
Adoption Aid	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Totals	38,048.81	14,023.67	52,182.65	22,204.25	-	-	-	-	-	-	-	-	126,459.38	87,730.30	44.1%
Revenue															
Reimburse	-	-	-	-	-	-	-	-	-	-	-	-	-	800.00	-100.0%
MH Recovery	1,525.83	3,560.27	7,629.15	5,594.71	-	-	-	-	-	-	-	-	18,309.96	1,440.00	1171.5%
4E Recovery	-	-	-	-	-	-	-	-	-	-	-	-	-	262.00	-100.0%
NFC Settlement	2,303.00	-	-	-	-	-	-	-	-	-	-	-	2,303.00	-	-
Totals	3,828.83	3,560.27	7,629.15	5,594.71	-	-	-	-	-	-	-	-	20,612.96	2,502.00	723.9%
Net Expense	34,219.98	10,463.40	44,553.50	16,609.54	-	-	-	-	-	-	-	-	105,846.42	85,228.30	24.19%

2019 Totals	22,347.68	24,827.68	19,903.10	18,149.84	26,824.20	28,217.29	25,842.40	16,811.96	25,702.14	41,491.63	51,588.06	43,803.66			
YTD Change	11,872.30	(2,491.98)	22,158.42	20,618.12	(6,206.08)	(34,423.37)	(60,265.77)	(77,077.73)	(102,779.87)	(144,271.50)	(195,859.56)	(239,663.22)			

	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	YTD
Expense													
Foster Care	4,639.68	4,162.68	5,005.10	5,350.84	4,114.20	5,471.86	5,964.40	8,047.60	8,177.18	11,221.08	11,161.46	9,552.06	82,868.14
Rule 4	-	-	-	-	-	-	-	-	-	-	-	-	-
Rule 8	-	-	-	-	-	-	-	6.00	-	-	-	-	6.00
Rule 5	-	-	-	-	-	-	-	-	4,248.16	4,551.60	4,703.32	4,551.60	18,054.68
Corrections	19,148.00	20,665.00	15,160.00	13,599.00	22,710.00	22,924.00	19,878.00	18,128.00	17,548.00	28,262.00	40,032.55	29,700.00	267,754.55
Adoption Aid	-	-	-	-	-	-	-	454.64	-	-	-	-	454.64
Totals	23,787.68	24,827.68	20,165.10	18,949.84	26,824.20	28,395.86	25,842.40	26,636.24	29,973.34	44,034.68	55,897.33	43,803.66	369,138.01
Revenue													
Reimburse	-	-	-	800.00	-	-	-	100.00	-	-	-	-	900.00
MH Recovery	1,440.00	-	-	-	-	178.57	-	5,867.28	4,271.20	2,543.05	3,560.27	-	17,860.37
4E Recovery	-	-	262.00	-	-	-	-	1,927.00	-	-	749.00	-	2,938.00
NFC Settlement	-	-	-	-	-	-	-	1,930.00	-	-	-	-	1,930.00
Totals	1,440.00	-	262.00	800.00	-	178.57	-	9,824.28	4,271.20	2,543.05	4,309.27	-	23,628.37
Net Expense	22,347.68	24,827.68	19,903.10	18,149.84	26,824.20	28,217.29	25,842.40	16,811.96	25,702.14	41,491.63	51,588.06	43,803.66	345,509.64

Human Service's Month End Balance

	2015	2016	2017	2018	2019	2020	2021	% of Budget
January	1,647,300.14	1,814,014.90	2,182,630.66	2,271,729.26	2,772,063.80	3,288,028.76	3,624,301.56	67.93%
February	1,618,976.04	1,801,985.24	2,138,616.83	2,176,762.19	2,732,919.27	3,403,266.76	3,521,041.97	66.00%
March	1,375,360.09	1,655,070.89	1,800,227.71	1,844,672.30	2,547,429.81	3,277,046.86	3,033,593.35	56.86%
April	1,088,964.93	1,347,248.60	1,539,707.40	1,525,256.03	2,361,226.50	3,009,330.45	2,865,586.09	53.71%
May	961,748.47	1,294,231.42	1,426,858.37	1,528,544.15	2,327,158.79	3,038,957.98		0.00%
June	1,932,135.73	2,330,176.40	2,576,374.42	2,692,513.93	3,462,928.17	4,095,797.92		0.00%
July	2,047,715.90	2,367,725.88	2,650,496.79	2,874,408.12	3,554,336.75	4,284,273.43		0.00%
August	2,097,897.09	2,427,610.70	2,600,332.14	2,749,859.99	3,531,954.80	3,987,655.57		0.00%
September	1,844,296.27	2,121,578.06	2,362,913.96	2,518,750.84	3,294,188.08	3,781,078.10		0.00%
October	1,492,630.60	1,866,987.16	2,133,041.74	2,198,557.64	3,270,530.55	3,301,898.06		0.00%
November	2,213,985.52	2,638,930.35	2,642,643.71	3,070,756.97	3,860,836.73	3,606,171.73		0.00%
December	2,083,484.81	2,395,704.36	2,513,770.14	2,970,003.64	3,606,171.73	3,741,217.85		70.12%

Expense Budget

5335178



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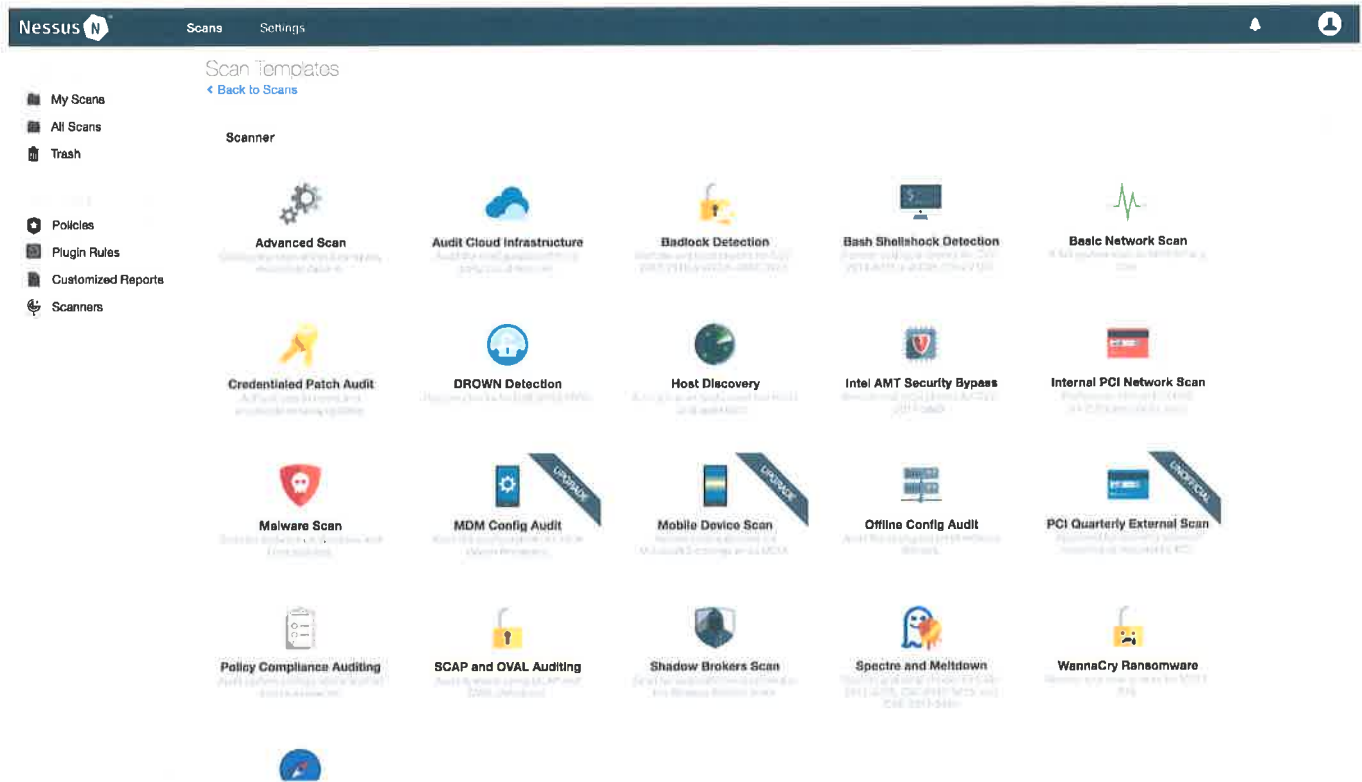
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