

Pennington County Human Service Committee

Meeting Agenda

September 19, 2023

12:00 pm

Members Present

_____ Bruce Lawrence _____ Dave Sorenson _____ Seth Nelson
_____ Neil Peterson _____ Roy Sourdif

Section A

- I. Minutes: Review of 08/15/2023 HSC Meeting minutes
- II. Personnel:
 - A. Update on Social Work/Disability Waiver Position
 - B. Update on Mental Health/Social Worker Position
 - C. Update on Child Protection Social Worker Position
- IV. General:
 - A. CY 2024 Purchase of Service Agreement with the Occupational Developmental Center.
 - B. CY 2024 Rural Transportation Collaborative access transportation Service Contract with Tri-Valley Opportunity Council, Inc.
 - C. Out-of-Home Cost Report
 - D. Month's End Cash Balance
 - E. Other

Section B

- I. Special Case Situations (Social Services)
- II. Income Maintenance Update
- III. Special Case Situations (Public Assistance)
- IV. Payment of Bills

Section C

- I. Dates of Upcoming Committee Meetings:

10/17/2023
12:00 pm

11/21/2023
12:00 pm

12/19/2023
12:00 pm

A regular meeting of the Pennington County Human Service Committee was held at 12:00 pm, August 15, 2023, at the Pennington County Justice Center.

COMMITTEE MEMBERS PRESENT:

Neil Peterson
Bruce Lawrence
Roy Sourdif
Dave Sorenson

STAFF MEMBERS PRESENT:

Julie Sjostrand, Director
Elizabeth Gerhart
Tammy Johnson
Stacy Anderson
Mitch Anderson

SECTION A

I. MINUTES:

The July 18, 2023, 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 presented an update on the Social Work/Disability Position.
- B. The Director presented an update on the Case Aide Position.
- C. The Director presented an update on the Eligibility Worker Position.
- D. The Director presented an update on the Mental Health/Social Work Position.
- E. The Director presented an update on the Child Protection Worker Position.

III. GENERAL:

- A. The CY 2024 Tri-Valley Transportation Business Contract between Tri-Valley Opportunity Council and this agency was presented for consideration. This contract establishes rates and operation schedules for local transportation provided by the Tri-Valley Transportation Bus Services. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.
- B. The Director presented information on the County Inspection Report for 2023 and the following Policies to be adopted and authorized: 1. Onboarding and Offboarding Policy and Procedure 2. Security Incident Policy and Procedures 3. PCHS Badge Policy 4. FTI Fax Policy and Procedure 5. Visitor Access/Authorized Access List Policy. Upon conclusion of the presentation a recommendation was made to forward this item to the Consent Agenda.
- C. The Director and Stacy Anderson, Fiscal Supervisor presented on the Budget for 2024.
- D. Elizabeth Gerhart, Social Services Supervisor and Tammy Johnson, Eligibility Supervisor presented the Child Safety and Permanency and MFIP/DWP Self-Support Index Performance Report. 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 July 2023 was presented for Review.

F. The month's end cash balance for July 2023 stands at \$ 4,690,147.87.

SECTION B

- I. No Social Service cases were presented for special case review.
- II. Tammy Johnson, Financial Assistant Supervisor presented the Emergency Assistance/Emergency General Assistance July 2023 report of activity. She reported the Income Maintenance open case count stands at 2093.
- 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: September 19, 2023, at 12:00 p.m.

PURCHASE OF SERVICE AGREEMENT

Pennington County Human Services, 318 North Knight Avenue, Thief River Falls, MN 56701, hereafter referred to as the "Agency" and Occupational Development Center, Inc., Highway 32 South, P.O. Box 730, Thief River Falls, MN 56701, hereafter referred to as the "Contractor" enter into this agreement for the period from January 1, 2024 to December 31, 2024

WITNESSETH

WHEREAS the Contractor is an organization approved and certified by the Rehabilitative Service Branch of the Council on Accreditation of Rehabilitation facilities and,

WHEREAS the Agency wishes to purchase such program services from the Contractor.

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

1. Purchase of Service

a. The Agency agrees to purchase, and the Contractor agrees to furnish the following:

1. Employment Support Services
2. Employment Exploration
3. Employment Development Services

b. Incorporated by reference, the Contractor agrees to provide:

- 1) An explicit description of the services to be provided:
- 2) Program content.

c. The Contractor shall, in writing within 10 days, notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notification, Agency and Contractor shall determine whether such inability will require modification or cancellation of said contract.

2. Cost and Delivery of Purchased Services

- a. The total amount to be paid for such Purchased Services during the term of this contract shall not exceed \$10,000.
- b. Service costs identified in 1, a. shall be as noted on the attached 2023 Fee Schedule
- c. Purchased services will be provided at Highway 32 South, P.O. Box 730, Thief River Falls, MN 56701 and at various community service sites.

3. Eligibility for Services:

The parties understand and agree that the eligibility of the client to receive the purchased services is to be determined by the Agency. The parties understand and agree that the Agency shall determine preliminary and final client eligibility.

- a. It is understood and agreed by the parties, that for fee eligible recipients, fees shall be charged and collected in accordance with a fee policy and schedule adopted by the County Board of Commissioners.
- b. The Contractor shall not charge a program or service fee to social services eligible clients.
- c. When the Agency has determined that the client is no longer eligible to receive purchased services or that services are no longer needed or appropriate, the Agency shall notify the client of the proposed termination of services in writing at least 10 days prior to the proposed agency action, and of the client's right to appeal this proposed agency action.

The Contractor shall notify the Agency and the client in writing whenever the Contractor proposes to discharge or terminate services to a client. The notice must be sent at least 10 days prior to the proposed date of discharge or termination and must include the specific grounds for discharge or termination of services. The Contractor shall not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of the client or others.

4. Individual Services Plan

The parties understand and agree that all services provided to eligible recipients under the terms of this contract shall be in accordance with the Individual Service Plan developed with, for and on behalf of the individual client.

Performance of the Contractor will be monitored in accordance with client outcomes as specified in the Individual Service Plan goals and objectives.

The Agency shall not delegate the development of Support Service Plans (ISP's) to the Contractor.

5.) Payment for Purchased Services

- a. Certification of expenditures: The Contractor shall, within ten working days following the last day of each calendar month, submit a standard invoice for services purchased to the appropriate County Social Service Department.

The invoice shall show: (1) total program and administrative expenditures for the month; (2) an itemized amount by social services eligible individuals served, identifying the service(s) provided, number of units allocated to the provision of Purchased Services to reimbursement eligible clients. Contractor will submit claims for services via a Vendor Service Invoice.

- b. Payment: The Agency shall, within 30 days of the date of receipt of an invoice, make payment to the Contractor for all reimbursement eligible clients identified on the invoice.

6. Audit and Record Disclosures:

The Contractor shall:

- a. Send the following financial, statistical, and social services reports:

- (1) Progress Reports- as stated on the ISP (at least annually)
- (2) _____
- (3) _____
- (4) _____

- b. Allow personnel of the Agency, the Minnesota Department of Human Services and the Department of Health and Human Services access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased Services and access to and the right to copy records.
- c. Maintain all records pertaining to the contract at the Occupational Development Center, Highway 32 South, Thief River Falls, MN 56701, for four years for audit purposes.

- d. Comply with policies of the Minnesota Department of Human Services regarding: (1) social services recording as defined in the Department of Human Services Social Services Manual VI-5000; and (2) monitoring procedures as defined in the Social Services Manual X-1000.

7. Safeguard of Client Information:

The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the purchased services hereunder is prohibited except upon written consent of such eligible client, the client's attorney or the client's responsible parent or guardian.

The Director of the ODC is the responsible authority in charge of all data collected, used or disseminated by the Contractor in connection with the performance of this contract. See Minnesota Statutes, section 13.46, subdivision 10.

It is expressly agreed that the Contractor is not a member of or included within the welfare system for purposes of the Minnesota Government Practices Act as a result of this contract. If the Contractor is independently required to comply with any requirements of the Minnesota Government Data Practices Act, the Contractor acknowledges that the Agency shall not be liable for any violation of any provision of the Minnesota Government Data Practices Act indirectly or directly arising out of, resulting from, or in any manner attributable to actions of the Agency, its agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions of this agreement.

8. HIPAA

The Contractor agrees to comply with Health Information Portability and Accountability Act (HIPAA) requirements necessary to protect Individual Identifying Health Information (IIHI). Use and disclosure will require that all IIHI be: appropriately safeguarded; any misuse of IIHI will be reported to the Agency; secure satisfactory assurances from any subcontractor; grant individuals access and ability to amend their IIHI; make available an accounting of disclosure; release applicable records to the Agency or Department of Human Services if requested; and upon termination, return or destroy all IIHI in accordance with conventional record practices.

9. Equal Employment Opportunity and Civil Rights and Nondiscrimination

The Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USE 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504.

10. Fair Hearing and Grievance Procedures

The Contractor agrees to provide for a fair hearing and grievance procedure in conformance with and in conjunction with the Fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

11. Bonding, Indemnity, Insurance and Audit Clause

- a. Bonding: If needed, the Contractor shall obtain and always maintain, during the term of this agreement, a fidelity bond covering activity of its personnel authorized to receive or distribute monies. Such bond shall be in the amount of \$20,000.00.
- b. Indemnify: The Contractor agrees that it will always indemnify and hold harmless the Agency from any and all liability loss, damages, costs or expenses which may be claimed against the Agency or Contractor: (1) by reason of any service client's suffering personal injury, death, or property loss or damages while either participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or (2) by reason of any service client's causing injury to, or damage to, the property of another person during any time when the Contractor or his assigns, or employee thereof has undertaken or is furnishing the care and service called for under this agreement.
- c. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnify provisions set forth above, to at all times during the term of this contract, have and keep in force general liability insurance in the amount of Five Hundred Thousand Dollars (\$500,000) for bodily injury or property damage to any one person and One Million Five Hundred Thousand Dollars (\$1,500,000) for total injuries or damages arising from any one occurrence. See Minnesota Statutes, section 3.736 Subd. 4 (c). The County and the Department must both be named as additional insured and shall be sent a certificate of insurance per Minnesota Statutory requirements. If applicable, the Contractor must also maintain professional liability insurance with a minimum aggregate amount of One Million Dollars (\$1,000,000).

- d. Audit: The Contractor agrees that within 60 days following the termination date of this contract, to conduct an audit of said contract, using a Certified Public Accounting Firm.

12. Contractor Debarment, Suspension and Responsibility Certification

Federal Regulation 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd.2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Contract, the Contractor Certifies That It And Its Principals* And Employees:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
- b. Have not within a three-year period preceding this contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.

- e. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for all allegations of fraud or a criminal offense in connection with obtaining, or performing: a public

(federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

**"Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of subsidiary, division, or business segment and similar positions)

Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at www.dhhs.gov/progorg/oig/.

If you do not have access to the website, and/or need the information in an alternative format, contact: Julie Sjostrand, Contract Manager, Pennington County Human Services, at (218) 681- 2880.

13. Unavailability of Services

The Contractor certifies that the services to be provided under this agreement are not available without cost to eligible clients. The Contractor further certifies that payment for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.

14. Conditions of the Parties Obligation

- a. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase of the indicated quantity of purchased services, the obligation of each party hereunder shall thereupon be terminated.

- b. This agreement may be canceled by either party at any time, with or without cause, upon 30 days' notice, in writing, delivered by mail or in person.
- c. Before the termination date specified in Section 1 of this agreement, the Agency may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
- d. Any alterations, variations, modifications or waivers or provisions of this agreement shall be valid only when they have been reduced to writing, duly signed and attached to the original of this agreement.
- e. No claim for services furnished by the Contractor, not specifically provided in the agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the agreement.
- f. In the event that there is a revision of Federal regulations which might make this agreement ineligible for Federal Financial Participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new Federal regulations.

15. Subcontracting

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

16. Miscellaneous

- a. 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 hereof, as well as any previous agreements presently in effect between the Contractor and any County Welfare Department(s) relating to the subject matter hereof.
- b. Extensions: This contract may be extended for a period of six months, at the options of the county. If the county desires to extend the term of the contract, it shall notify the provider in writing at least sixty days before the expiration of the contract. All terms of this contract will remain in effect pending execution of a contract amendment, execution of a new contract

or notice of termination as provided under section 1C

APPROVED AS TO FORM AND EXECUTION

BY _____
County Attorney

DATED _____

BY _____
Director, County Human Services Agency

DATED _____

BY _____
Chairperson, Pennington County Board

DATED _____

BY _____
Secretary of Board of _____
(Contractor)

DATED _____

BY _____
Director of Contracting Agency

DATED _____

**OCCUPATIONAL DEVELOPMENT CENTER, INC.
FEE SCHEDULE 2022**

SERVICE	FEE	UNIT OF SERVICE
SCREEN AND/OR INTAKE	\$90.00	Per individual (once)
EMPLOYMENT EXPLORATION SERVICES Individualized services that allow for experience to strengthen informed choice in competitive, integrated employment.		
EMPLOYMENT PLANNING SERVICES		
On-the-Job Evaluation	\$65.00 \$90.00 \$65.00 \$90.00	Person Served Hours 9 miles or less Person Served Hours more than 9 miles Person Served hour 9 miles or less Person Served Hours more than 9 miles
Job Shadowing No hours charged for Job Shadowing	\$65.00 \$90.00	Staff Hours 9 miles or less Staff Hours more than 9 miles
EMPLOYMENT DEVELOPMENT SERVICES Individualized services that help people find competitive, integrated employment or attain self-employment.		
JOB PLACEMENT/INDIVIDUAL PLANNING AND SUPPORTS	\$55.00 \$70.00	Per hour 9 miles or less Per hour more than 9 miles
JOB SEEKING SKILLS TRAINING	\$55.00 \$70.00	Per hour 9 miles or less Per hour more than 9 miles
EMPLOYMENT SUPPORT SERVICES Individualized services that help people to maintain community employment in an individual or group arrangement.		
JOB COACHING	\$55.00 \$70.00	Per hour 9 miles or less Per hour more than 9 miles
COMMUNITY BASED (Work Crews, Enclaves, Group arrangements)	\$150.00 \$30.00	Per week Per day
ORGANIZATIONAL EMPLOYMENT SERVICES	\$150.00 \$30.00	Per week Per day
PREVOCATIONAL SERVICES		
TRANSPORTATION	\$12.00 \$24.00	9 miles or under – One Way More than 9 miles – One Way Transportation will be negotiated per individual if the rate does not cover the cost.

Minnesota is an Employment-First state. Employment First means as a state we want to ensure everyone who wants to work in competitive, integrated jobs can do so with the supports they need. ODC will adhere by the Minnesota Employment First Policy.

Definition of Services available at the Occupational Development Center, Inc.

Employment Services:

Employment Exploration Services: Individualized services that allow for experience to strengthen informed choice in competitive, integrated employment.

Employment Development Services: Individualized services that help people find competitive, integrated employment or attain self-employment.

Employment Support Services: Individualized services that help people to maintain community employment in an individual or group arrangement.

Day training and habilitation (DT&H): Services that develop and maintain life skills for people with developmental disabilities or related conditions, so they can fully participate in community life. This is only available in our Grand Rapids, Thief River Falls, International Falls, and Warren locations.

Prevocational services: Services that prepare people with disabilities for jobs with competitive pay and help them achieve greater independence in their community. Prevocational services teach general work skills and concepts rather than specific work skills for a job. People with disabilities can receive prevocational services if they are not expected to participate in the general workforce within one year.

Job Shadowing: Job shadowing is a term used to describe a structured, informational visit to a work site that assists an individual to learn about work, through observation and talking with current employees who are doing the work.

On-the-Job Evaluation (vocational evaluation) – To assess a person's performance in a simulated or real work situation to determine the person's abilities, skills, attitudes toward work, and work behaviors. Methods may include job tryout or temporary job placements to assess the appropriateness of work environments or to promote placement/readiness.

Job Site Training/Job Supports – Services to assist an eligible individual perform work duties and retain employment in a competitive employment setting, including: training and assistance with work behaviors; assistance to employers and coworkers when necessary to assist the eligible individual to retain employment; etc.

Individual Placement and Support is a model of supported employment for people with serious mental illness. IPS Supported employment helps people living with behavioral health conditions work at regular jobs of their choosing. With this model of placement, integrated services are needed. This means there is involvement of mental health treatment teams, VRS, and case managers. Systematic Job Development, and Rapid Job Search will take place within the first 30 days of referral. This program is based off the person served preferences. The job development will be based off the job seekers preferences and choices

Contract for RTC (Rural Transportation Collaborative)

Volunteer Driver Services

Contract Dates: **January 2024 to December 2024**

Name of Organization: Pennington County Social Services

Contact Person(s):

Contact Person Phone Number(s):

Billing Address: Pennington County Social Services

PO Box 340

Thief River Falls, MN 56701

Terms and Conditions

Tri-Valley Rural Transportation Collaborative (RTC) is a provider of mileage-based volunteer transportation services. The purpose of this contract is to define the rights and obligations of the parties involved. The provisions in this contract establish the necessary and required minimum standards that the parties to this contract shall follow.

NOW, THEREFORE, it is agreed:

- I. **TERM OF CONTRACT.** This contract shall be effective for the dates listed above.
 - a. If at any time Tri-Valley RTC or Pennington County Social Services is unhappy with the service, both parties will meet to see how the dissatisfaction can be handled.
 - b. RTC Clients will be picked up and dropped off at locations set forth by Pennington County and no additional pick-up or drop off locations will be provided for RTC Clients unless approved by Pennington County. Tri-Valley RTC will wait 15 minutes for passengers to be picked up before leaving pick-up location.
 - c. If RTC clients do not show for their scheduled ride(s), Pennington County will be charged for the no show mileage. Following a second no show, the RTC client will be sent the RTC No Show Policy. County Case worker will be notified as well. On the 3rd no show the rider will be suspended from services for 15 days.

- d. Pennington County will be responsible for setting up and paying for hotel rooms for drivers when overnight stays are required to complete the ride requested. The confirmation number will be listed on the referral for the driver.
- e. Pennington County caseworkers will give 48-hour notice of rides needed. If less than 48 hours the caseworker will call RTC to see if a driver is even available.
- f. Pennington County caseworkers will verify that all information is correct before sending a referral. This includes clients address, phone number, dob, appointment location name and address along with correct number of riders.
- g. Tri-Valley RTC has no control over weather conditions, if Tri-Valley RTC Program staff and/or volunteer driver feels the weather is becoming unsafe for travel, the RTC ride will be cancelled. Calls will be made to confirm cancellation of the scheduled ride(s).

II. **TRI-VALLEY RTC TRANSPORTATION OBLIGATIONS.** Tri-Valley RTC Transportation will provide transportation for Pennington County passengers as provided in the referral documentation.

III. **TERMS OF PAYMENT.** Payments shall be made by Pennington County within 30 calendar days after Tri-Valley Opportunity Council, Inc's presentation of invoices for services performed and acceptance of such services by Pennington County's authorized representative. See Attachment A for Payment Schedule.

IV. All services provided by Tri-Valley RTC Transportation pursuant to this contract shall be performed to the satisfaction of Pennington County, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.

V. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

Pennington County's Authorized representative is:
Name: Pennington County Social Services Director
Address: PO Box 340, Thief River Falls, MN 56701
Email address:

Tri-Valley's Authorized representative is:
Name: Cynthia Pic, Transit Program Director
Address: 1345 Fairfax Avenue, Crookston, MN 56716
Email address: cpic@tvoc.org

RTC Program Contact is:
Name: Marcia Haglund, RTC Program Manager
Address: 1345 Fairfax Avenue, Crookston, MN 56716
Email address: Marcia@tvoc.org

- VI. CANCELLATION AND TERMINATION.** This contract may be cancelled by Pennington County or Tri-Valley RTC Transportation at any time, with or without cause, upon sixty (60) days written notice. In the event of such a cancellation, Tri-Valley RTC Transportation shall be entitled to payment for services rendered.
- VII. PUBLICITY.** Any publicity given to the program, publications, or services provided resulting from this contract, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Pennington County or its employees individually or jointly with others, or any subcontractors shall not be released prior to receiving the approval of Tri-Valley RTC Transportation's authorized representative.
- VIII. AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound there by.

APPROVED:

Tri-Valley Opportunity Council, INC.

By <i>Marcia Haglund</i>
RTC Program Manager <i>9-8-2023</i>
Date

Pennington County Social Services

By (authorized signature and printed name)
Title
Date

Attachment "A"

Tri-Valley Opportunity Council
102 N. Broadway Crookston, MN 56716

Effective 1-1-2018

Access Service Common Carrier Transportation Rates for Medical Assistance (MA) Clients (Non-Waiver) and County Funded Clients:

A0100/A0080	NET taxi or equivalent, Curb to Curb	\$11.00 base \$1.30 per loaded mile
A0100/A0080	Taxi or equivalent, Door to Door	\$11.00 base \$1.30 per loaded mile
A0100	Bus Transportation	See next paragraph

Bus service for local transportation within the cities of Crookston, Ada, Mahnomon and Thief River Falls will be paid at \$2.00 per trip or \$4.00 per round trip for requested non-same day transportation. Requested same day transportation will be paid at \$3.00 per trip or \$5.00 per round trip. A trip cost of \$2.00 per trip will be paid for clients that schedule and fail to ride. Transportation available for rural routes will be billed at the scheduled rural route rate.

Meals and parking fees will be reimbursed as reasonable costs of related travel expenses as defined in the DHS Health Care Access Services Biennial Plan.

All reimbursed transports that involve more than one client will be paid at \$11.00 per additional client rider base rate for each pick up.

The rate for a no show will be at the current IRS rate of reimbursement for the miles driven or the in-town rate charge of \$8.00. This will depend on where the driver/ride is from.

Contractor agrees to administrate and coordinate authorized client access transportation through the most appropriate and cost effective method of transportation available.

No payments for transportation will be made for services provided to Prepaid Medical Assistance Plan (PMAP) enrollees eligible for reimbursement through a Managed Care Organization or where any private pay, or other third party reimbursement is available. Case workers need to verify the enrollee's eligible plan

Human Service's Month End Balance

	2017	2018	2019	2020	2021	2022	2023	% of Budget
January	2,182,630.66	2,271,729.26	2,772,063.80	3,288,028.76	3,624,301.56	3,612,634.01	3,892,137.92	70.51%
February	2,138,616.83	2,176,762.19	2,732,919.27	3,403,266.76	3,521,041.97	3,555,431.44	4,019,670.50	72.82%
March	1,800,227.71	1,844,672.30	2,547,429.81	3,277,046.86	3,033,593.35	3,329,525.51	3,624,644.30	65.66%
April	1,539,707.40	1,525,256.03	2,361,226.50	3,009,330.45	2,865,586.09	3,022,501.53	3,338,694.34	60.48%
May	1,426,858.37	1,528,544.15	2,327,158.79	3,038,957.98	2,728,273.46	3,023,675.98	3,386,550.78	61.35%
June	2,576,374.42	2,692,513.93	3,462,928.17	4,095,797.92	3,759,448.23	4,180,077.80	4,510,080.21	81.71%
July	2,650,496.79	2,874,408.12	3,554,336.75	4,284,273.43	3,656,785.80	4,190,786.57	4,690,147.87	84.97%
August	2,600,332.14	2,749,859.99	3,531,954.80	3,987,655.57	3,694,899.51	4,132,301.59	4,850,104.65	87.87%
September	2,362,913.96	2,518,750.84	3,294,188.08	3,781,078.10	3,573,442.34	3,878,451.23	0.00	0.00%
October	2,133,041.74	2,198,557.64	3,270,530.55	3,301,898.06	3,318,688.76	3,609,060.10	0.00	0.00%
November	2,642,643.71	3,070,756.97	3,860,836.73	3,606,171.73	4,035,310.35	3,599,570.32	0.00	0.00%
December	2,513,770.14	2,970,003.64	3,606,171.73	3,741,217.85	3,808,445.10	4,092,234.23	0.00	0.00%

Expense Budget

5,519,935.00

*****Fund balance should be at 42% of Annual Expenditures.

Licensing and Support Agreement

This Licensing and Support Agreement (this "Agreement") is dated September 15, 2023 (the "Effective Date") and is entered into by and between Next Chapter Technology, Inc. (NCT) located at 7700 Equitable Drive, Suite 200, Eden Prairie, MN ("Licensor") and Pennington County, a Minnesota County located at 318 Knight Avenue N, Thief River Falls, MN 56701 ("Customer").

As part of License & Support Agreement, Licensor provides the standard support and maintenance services described in Exhibit D attached hereto.

1. **Definitions.** Capitalized terms shall have the meaning defined herein.

Confidential Information means any and all non-public, confidential and proprietary information, furnished by the Disclosing Party or any of its Representatives to the Receiving Party or any of its Representatives, that is marked in writing (including e-mail), or in other tangible form, as "confidential" or "proprietary" or otherwise should be reasonably understood to be confidential from the nature of such information itself and/or the circumstances of such information's disclosure. Confidential Information may include, without limitation, such marked disclosures that relate to patents, patent applications, trade secrets, research, product plans, products, developments, know-how, ideas, inventions, processes, design details, drawings, sketches, models, engineering, software (including source and object code), algorithms, business plans, sales and marketing plans. Any Confidential Information disclosed orally shall be identified as confidential at the time of disclosure and confirmed as "confidential" in writing within thirty (30) days. Notwithstanding the foregoing, Confidential Information shall expressly include the terms of this Agreement (and any Agreement of which it is a part), the Products, Customer Data, the Documentation, and all know-how, techniques, ideas, principles and concepts which underlie any element of the Products or the Documentation and which may be apparent by use, testing or examination.

Customer means the Customer identified on the applicable Order Form.

Customer Data means all information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or a User through the Products.

Documentation means the product documentation made available by Licensor to Customer. **Intellectual Property Rights** means any patents, patent rights, design rights, copyrights, database rights, trade secrets, know-how, trademarks, trade names, service marks and other intellectual property embodied therein and all applications and rights to apply for registration or protection rights pertaining thereto, in existence at the date hereof or created in the future.

Order Form means an order form that references this Agreement and has been executed by both parties.

Product(s) means the software product(s) described as the CaseWorks Software (CaseWorks Financial Services, Child Support, METS/MNsure, Social Services, Accounting, and/or Workforce Edition(s); CaseWorks Connect and the CaseWorks Self-Service Portal) to which you acquire the applicable license(s) as listed on an Order Form.

Representatives means as to any person, such person's affiliates and its or their directors, officers, employees, agents, and advisors (including, without limitation, financial advisors, counsel and accountants) bound by a written agreement or other legal obligation to maintain the confidentiality of the Confidential Information disclosed to them as required by the terms of this Agreement.

Third Party means any third party (i) to which Customer provides access to Customer's Product accounts or (ii) for which Customer uses the Products to collect information on the third party's behalf.

Use means to install, execute, and/or display the Products.

User means an individual authorized by Customer to use the Products directly. The licensed User quantity is the total number of unique Users of the Products calculated over the course of the entire License & Support Term.

2. **Grant of License.** Subject to all of the terms and conditions of this Agreement, during the License & Support Term, Licensor grants to Customer a non-transferable, non-sublicensable, non-exclusive, limited license to Use the Products specified in an Order Form and for Customer's employees to Use the Products for Customer's own internal use, but only in accordance with (i) the Documentation, (ii) this Agreement, and (iii) the Support Term and other restrictions set forth in the applicable Order Form. Customer may use the Products to conduct internal performance testing and benchmarking studies. Customer may only publish or otherwise distribute the results of such studies to third parties if Customer provides a copy of such study to legal@nctinc.com prior to distribution and only if Licensor has reviewed and approved of the methodology, assumptions and other parameters of the study. Customer acknowledges and agrees that, as between Licensor and Customer, Licensor owns all right, title, and interest, including all Intellectual

Property Rights, in and to the Products and Documentation, and Licensor shall, notwithstanding any other term of this Agreement, remain the owner of the Products and Documentation. Unless otherwise expressly provided in this Agreement, Customer shall not acquire any proprietary right, title or interest in or to any Intellectual Property Rights in the Products or Documentation. All rights not expressly granted by Licensor herein are reserved.

3. **License Restrictions.** Customer shall not, on its own or through any parent, subsidiary, Affiliate, agent or other third party: (a) sell, lease, license, distribute, sublicense or otherwise transfer in whole or in part, any of the Products or the Documentation to a third party; (b) decompile, disassemble, translate, reverse engineer or otherwise attempt to violate or circumvent any technological use restrictions or derive source code from the Products, in whole or in part, nor will Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Products or encourage others to do so; (c) transfer license keys to any other person or entity or allow access to or permit use of the Products by any users other than Users, or any use which violates the technical restrictions of the Products, any additional licensing terms provided by Licensor via the Documentation, or the terms of this Agreement; (d) use the Products to develop, test, host or run and operate applications on behalf of third-parties, without Licensor's written consent; (e) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Products; (f) use the Products to provide third-party training; (g) modify or create derivative works based upon the Products, or modify or remove any proprietary notices or markings on or in the Products; (h) mine cryptocurrency using computing resources of the Products or any other Licensor computing resources; (i) load cryptocurrency mining code, scripts or malware into any Products or any other Licensor computing resources, (j) copy, republish, upload, post or transmit the Products in any way, (k) use the Products on a rental or managed services basis or to create a competitive offering, other software, products or technologies, or (l) use the Products for any purposes prohibited by applicable law. Customer agrees not to use or permit use of the Products to display, store, process or transmit any Customer Data that may (i) menace or harass any person or cause damage or injury to any person or property, (ii) involve the publication of any content that is false, defamatory, harassing or obscene, (iii) violate privacy rights or promote bigotry, racism, hatred or harm, (iv) constitute bulk e-mail, "junk mail," "spam" or chain letters, (v) constitute an infringement of Intellectual Property Rights or other proprietary rights; or (vi) otherwise violate applicable laws, ordinances or regulations. If Licensor suspects any breach of the restrictions set forth in this Section 3, including without limitation by Users, Licensor reserves the right to suspend access to the Products without advance notice, in addition to any other remedies Licensor may have at law or equity.
4. **Product Account, Password and Security.** To register for the Products, Customer must complete the registration process by providing accurate information as prompted by the registration form, including Customer's email address (username) and password. Customer will protect its passwords and license files and take full responsibility for its own use, and third party use, of the Products and related accounts. Customer is solely responsible for any and all activities that occur under Customer's accounts.
5. **Support Term and Renewals.** The length of the Support Term shall be designated in the Order Form. Unless the Order Form states otherwise, the default Support Term shall be twelve months, and each Support Term will automatically renew for subsequent twelve-month Support Terms unless Customer notifies Licensor of its intent not to renew in writing at least sixty (60) days prior to the end of the Support Term. Except as set forth on the applicable Order Form, the rates for any Support Term renewals shall be Licensor's then-current Support rates.
6. **Payment Terms.** All fees are as set forth in the applicable Order Form and shall be paid by Customer. All payments are non-refundable. Except as set forth on the applicable Order Form, all payments are due in full within thirty (30) days. Licensor may terminate the Agreement for Customer's failure to pay amounts due within thirty (30) days of written notice. Interest accrues on outstanding amounts at the rate of 1% per annum or the maximum rate allowed by law. Any outstanding balance becomes immediately due and payable upon termination of this Agreement and any collection expenses (including attorneys' fees) incurred by Licensor will be included in the amount owed by Customer. If Customer is required to pay any withholding tax, charge or levy in respect of any payments due to Licensor hereunder, Customer agrees to gross up payments actually made such that Licensor shall receive sums due hereunder in full and free of any deduction for any such withholding tax, charge or levy. Payments will be made without right of set-off or chargeback. If payment of any fee is overdue, Licensor may suspend provision of the support until such delinquency is corrected.
7. **Software Verification and Audit.** Customer will maintain accurate records of use of the Products sufficient to show compliance with the terms of this Agreement. During this period, Licensor will have the right to audit Customer's use of the Products to confirm compliance with the terms of this Agreement. Each audit is subject to reasonable notice by Licensor and will not unreasonably interfere with Customer's business activities. Licensor may conduct no more than one (1) audit in any twelve (12) month period, and only during normal business hours. Customer will reasonably cooperate with Licensor and any third-party

auditor and will, without prejudice to other rights of Licensor, address any non-compliance identified by the audit by promptly paying additional fees.

Pursuant to Minnesota statute 16C.05 Subd. 5, the County or any of its duly authorized representatives shall have access to any books, documents, papers and records of NCT which are directly pertinent to the performance of this Agreement for the purpose of making audit, examination, excerpts and transactions to verify compliance with this Agreement.

8. **Confidentiality Obligations.** Unless otherwise agreed to in writing by the party to this Agreement that furnished the Confidential Information ("Disclosing Party"), the party to this Agreement receiving the Confidential Information ("Receiving Party") agrees (a) to keep all Confidential Information in strict confidence and not to disclose or reveal any Confidential Information to any person (other than such Receiving Party's Representatives who (i) are actively and directly involved in providing or receiving products under this Agreement (or the Agreement of which it is a part), and (ii) have a need to know the Confidential Information), and (b) not to use Confidential Information for any purpose other than in connection with fulfilling obligations or exercising rights under this Agreement (or the Agreement of which it is a part). The Receiving Party shall treat all Confidential Information of the Disclosing Party by using the same degree of care, but no less than a reasonable degree of care, as it accords its own Confidential Information. The parties agree to cause their Representatives who receive Confidential Information to observe the requirements applicable to the Receiving Party pursuant to this Agreement with respect to such information, including, but not limited to, the restrictions on use and disclosure of such information contained in this Section 8. Unless otherwise agreed, in advance and in writing, in the event that County or any employee or agent of County suggests any improvements and modifications to the Software, County acknowledges and agrees that, whether such improvements and/or modifications are implemented by NCT in whole or part, it assigns all right, title and interest, including copyrights, patents, trade secrets, and all other intellectual property rights, in any such suggestions, improvements and modifications to NCT without payment or compensation of any kind.
9. **Non-Confidential Information and Permitted Disclosures.** Notwithstanding Section 8, the obligations of the parties set forth herein shall not apply to any information that: was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Receiving Party or any of its Representatives; was known to the Receiving Party free of any obligation of confidentiality before or after the time it was communicated to the Receiving Party by the Disclosing Party; is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; is disclosed with the prior written approval of the Disclosing Party; or is disclosed pursuant to an order or requirement of a court, administrative agency or other governmental body; provided however, that the Receiving Party shall provide prompt written notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party the possibility to seek a protective order or otherwise prevent or restrict such disclosure, and shall use reasonable efforts to cooperate with the Disclosing Party (at the Disclosing Party's expense) to obtain such protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance in whole or in part, with the terms of this Agreement, the Receiving Party and its Representatives shall use reasonable efforts to disclose only that portion of the Confidential Information that is legally required to be disclosed or is the subject of such waiver, and to ensure that all Confidential Information that is so disclosed shall be accorded confidential treatment. The terms and obligations pertaining to confidentiality in this Agreement shall survive and remain in full force and effect for a period of three (3) years from the termination or expiration of this Agreement, unless the Disclosing Party expressly agrees in writing to release all or part of its Confidential Information from the restrictions imposed by this Agreement before such period has elapsed.
10. **Services.** If Customer orders professional Services pursuant to an SOW, the following terms shall apply. Customer will cooperate reasonably and in good faith with Licensor in the execution of Services by, without limitation: (i) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Licensor to perform its obligations under each Order; (ii) timely delivering any materials and other obligations specifically required under each Order; (iii) timely responding to Licensor's reasonable inquiries related to the Services; (iv) actively participating in relevant scheduled meetings; (v) providing information, data and feedback that is complete, accurate and timely in all material respects. Customer acknowledges that in the course of performing any Services, Licensor may create software or other works of authorship (collectively "Work Product"). Subject to Customer's rights in Customer Confidential Information, Licensor shall own all right title and interest in such Work Product, including all intellectual property rights therein and thereto. If any Work Product is delivered to Customer pursuant to or in connection with the performance of Services (a "Deliverable"), except for any products made available under a separate license, Licensor grants to Customer an irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, perform, distribute (internally and externally), transfer,

exploit and make derivative works of any such Deliverables. Subject to Customer's rights in the Customer Confidential Information, Licensor and/or its successors and assigns shall be considered, forever and for all purposes throughout the universe, the author of the Work Product and the sole copyright owner thereof, and the owner of any rights therein, whether or not copyrightable, all proceeds derived therefrom.

11. **Indemnification.**

- a. Intellectual Property Infringement Indemnification.** Licensor shall defend, indemnify and hold harmless the Customer, its directors, officers, employees, affiliates and agents at NCT's expense from and against any suit, claim, action or proceeding brought against Customer by a third party that is not a party to this Agreement or an affiliate of a party to this Agreement ("Third Party Claim") alleging that the Products as provided by Licensor infringes upon a United States or Canadian patent, copyright, trademark or trade secret of that third party, subject to the procedures set forth in subsection 11(c). For the avoidance of doubt, under the foregoing indemnity Licensor will, where applicable, pay any damages and costs awarded against Customer by final judgment of a court, or the amount of any agreed settlement regarding any such Third Party Claim. Licensor shall have no liability for settlements, obligations or costs incurred without its prior written consent. Should Customer's use of the alleged infringing Product be enjoined, or in the event that Licensor desires to minimize its potential liability hereunder, Licensor will, at its option and expense, (a) substitute non-infringing Product with functionality which is substantially similar to that of the allegedly infringing Product; (b) modify the infringing Product so that it no longer infringes but its functionality remains substantially equivalent; or (c) obtain for Customer the right to continue use of such Product. If, in Licensor's sole discretion, none of options set forth in the foregoing sentence is commercially reasonable, Licensor will terminate this Agreement respect to the allegedly infringing Product(s) and refund to Customer on a pro-rated basis, any pre-paid fees for the allegedly infringing Product(s). Licensor shall have no obligation to defend and indemnify any Third Party Claim to the extent the claim alleges: (i) any combination by Customer of equipment, processes, content or software with Licensor's Product, if such claim would have been avoided but for such combination; (ii) modification of the Product(s) by a party other than Licensor, if such claim would not have occurred but for such modification; or (iii) Customer's failure to use updated or modified product which is provided by Licensor at no cost to Customer to avoid or cure such claim, after notice by Licensor to Customer of the availability of such updated or modified product. The foregoing states the entire liability and obligations of Licensor and Customer's sole remedy for infringement, alleged infringement, or any breach of warranty of non-infringement, express or implied.
- b. General Indemnity.** Each of Customer and Licensor, at their own expense, will indemnify, defend, and hold harmless the other party, its subsidiaries, affiliates and assigns, and its and their respective directors, officers, employees, and agents (each, an "Indemnitee") from and against any Third Party Claims (including reasonable attorney's fees and expenses arising therefrom) relating to or incurred in connection with any arising out of or related to the Indemnifying Party's actual or alleged: (a) breach of its obligations under this Agreement; or (b) its Gross Negligence. "Gross Negligence" means a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.
- c. Procedure.** In the event a party seeks indemnity under this Section 11, as the case may be (the "Indemnified Party"), the Indemnified Party will give prompt written notice to the other party (the "Indemnifying Party") of the claim against which it seeks to be indemnified. (The failure by an Indemnified Party to give such notice will not relieve the Indemnifying Party of its obligations under this Section 11, except to the extent, if any, that the Indemnifying Party is materially prejudiced by such failure or delay.) The Indemnified Party will allow the Indemnifying Party to direct the defense and settlement of any such claim, with counsel of the Indemnifying Party's choosing, and will provide the Indemnifying Party, at the Indemnifying Party's sole cost and expense, with information and assistance that are reasonably necessary for the defense and settlement of the claim. The Indemnified Party will have the right to retain separate counsel and to participate in (but not control) any such action, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless: (a) the retention of counsel by the Indemnified Party has been authorized in writing by the Indemnifying Party; (b) the Indemnified Party has been advised by its counsel in writing that there is a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of the action, in which case the Indemnifying Party will not have the right to direct the defense of the action on behalf of the Indemnified Party unless it is able to engage counsel who is not subject to so conflicted); or (c) the Indemnifying Party has not in fact retained counsel to assume the defense

of the action within a reasonable period of time following receipt of the notice given pursuant to this paragraph, in each of which cases the fees and expenses of such counsel will be at the expense of the Indemnifying Party. The Indemnifying Party shall have the right to settle any such claim without the consent of the consent of the Indemnified Party only so long as such settlement does not admit to any wrongdoing by any Indemnified Party, does not impose any liability or obligation (whether financial or otherwise) on any Indemnified Party and fully releases all Indemnified Parties from liability in connection with such claim. The Indemnifying Party will not be liable for any settlement of an action effected without written consent of its duly authorized representative (which consent will not be unreasonably withheld or delayed). No Indemnifying Party will consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnified Party a release from all liability with respect to the claim.

12. **Third Parties.** Customer shall not use the Products on behalf of a Third Party. This Agreement benefits solely Licensor and Customer, and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, confers on any other person or party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
13. **Termination.** This Agreement (and any applicable Order Form) and the licenses and access granted hereunder may be terminated by either party upon written notice if the other party has materially breached this Agreement (or any Order Form) and failed to cure such breach within thirty (30) days written notice from the non-breaching party. In no event will termination relieve Customer of the obligation to pay any fees due to Licensor under this Agreement.
14. **Effect of Termination.** All licenses will terminate immediately upon termination of this Agreement. Upon expiration or termination of a Support Term, the license to the applicable Product granted in Section 2 of this Agreement shall terminate immediately, and Customer shall immediately cease use of all such Products and Documentation. During the thirty (30) days following termination and subject to the payment of all fees owed under this Agreement, Licensor will make Customer's Data available for export and download by Customer. In no event will termination relieve Customer of the obligation to pay any fees due to Licensor under this Agreement.
15. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS, SERVICES, AND SUPPORT ARE PROVIDED "AS IS." LICENSOR DOES NOT WARRANT THAT THE PRODUCTS, SERVICES AND SUPPORT PROVIDED TO CUSTOMER UNDER THIS AGREEMENT WILL OPERATE UNINTERRUPTED, THAT THEY WILL BE FREE FROM DEFECTS, OR THAT THE PRODUCTS ARE DESIGNED TO MEET CUSTOMER'S BUSINESS REQUIREMENTS. LICENSOR DOES NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.
16. **LIMITATION OF REMEDIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL) ARISING FROM THIS AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
17. **LIMITATION OF LIABILITY.** LICENSOR'S TOTAL AGGREGATE LIABILITY FOR CLAIMS ARISING HEREUNDER SHALL BE LIMITED TO DIRECT DAMAGES CAUSED BY LICENSOR IN AN AMOUNT NOT TO EXCEED TWO TIMES THE AMOUNT PAID BY CUSTOMER TO LICENSOR DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM GIVING RISE TO THE CAUSE OF ACTION. The provisions of this Section allocate risks under this Agreement between Customer and Licensor. Licensor's fees for the License and Support reflect this allocation of risks and limitation of liability.
18. **STATUTE OF LIMITATIONS; JURY WAIVER.** NEITHER PARTY SHALL BRING ANY CLAIM BASED ON THE LICENSES OR SUPPORT PROVIDED HEREUNDER MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. BOTH PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.
19. **Marketing Support.** Customer agrees that Licensor may publish a brief description of its relationship with Customer as a licensee of the Products or Licensor customer, including by identifying Customer and using Customer's name or logo, on any of Licensor's websites, client lists, press releases, or other marketing materials.
20. **Compliance with Laws.** The parties shall abide by applicable federal, state or local laws, statutes, ordinances, rules and regulations now in effect, or hereafter adopted, pertaining to this Agreement or the subject matter of this Agreement. This shall include obtaining all licenses, permits or other rights required

for the provision of services contemplated by this agreement. During the performance of this agreement, Licensor agrees that no person shall, on the grounds of race, color, religion, age, sex, disability, marital status, status with regard to public assistance, criminal record, familial status, sexual orientation, creed or national origin be excluded from full employment rights or be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination. Specifically, Licensor agrees: (i) that, in the hiring of common or skilled labor for the performance of work under this Agreement or any subcontract, no contractor, material supplier, or vendor shall by reason of race, color, religion, age, sex, disability, marital status, status with regard to public assistance, criminal record, familial status, sexual orientation, creed or national origin discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (ii) that no contractor, material supplier or vendor shall, in any manner, discriminate against or intimidate or prevent the employment of such person or persons identified in this clause (i), or on being hired, prevent or conspire to prevent the persons or persons from the performance of work under any contract on account of race, color, religion, age, sex, disability, marital status, status with regard to public assistance, criminal record, familial status, sexual orientation, creed or national origin; (iii) that a violation of clause i. or ii. is a misdemeanor; and (iv) this Agreement may be cancelled or terminated by the County and all money due or to become due may be forfeited for a second or any subsequent violation of this Agreement.

21. **Data Privacy and Security.** In collecting, storing, using and disseminating data on individuals in the course of providing services hereunder, Licensor agrees to abide by all applicable state and federal statutes, rules and regulation covering data privacy under which Customer is obligated, including but not limited to HIPAA, the Minnesota Data Practices Act and all rules promulgated pursuant thereto by the Commissioner of the Department of Administration and shall not release any such data in a manner which would be prohibited to the Customer.
22. **Amendments; Waivers.** No supplement, modification, or amendment of the terms of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other form employed or provided by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.
23. **Entire Agreement.** This Agreement, together with any other documents incorporated by reference and all related Appendices, Exhibits, Order Forms, and Statements of Work, as applicable, constitutes the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the Products License & Support, unless such terms and conditions are expressly stated as an amendment to this Agreement and duly signed on behalf of both parties. In the event of any inconsistency between the statements made in the body of this Agreement, the related Appendices, Exhibits, Order Forms, Statements of Work and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; (ii) second, the Appendices, Exhibits, Order Forms, Statements of Work attached to or incorporated into this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.
24. **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including but not limited to any strike, blockade, war, epidemic, pandemic, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval of a license by a government agency.
25. **Assignment.** Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld, delayed or conditioned and any such assignment in violation of this Section 25 shall be void, except that the transfer of this Agreement or rights granted hereunder to a successor entity in the event of a merger, corporate reorganization, or acquisition shall not constitute an assignment for purposes of this Section 25. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their permitted successors and permitted assigns.
26. **Subcontractors.** Licensor shall not employ any subcontractor to perform any services in the scope of this Agreement, unless said subcontractor is approved in writing by the Customer. Any such subcontractor shall be paid by Licensor.
27. **Independent Contractor.** Licensor is an independent contractor and nothing herein contained shall be construed to create the relationship of an employer and employee between the Customer and Licensor or Licensor agents, servants or employees. Licensor shall at all times be free to exercise initiative, judgment,

and discretion as to how to best perform or provide services. Licensor acknowledges and agrees that Licensor, Licensor's agents, servants and employees, are not entitled to receive any of the benefits received by Customer's employees and is not eligible for workers' or unemployment compensation benefits. Licensor also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Licensor and that it is Licensor's sole obligation to comply with applicable provisions of all federal and state tax laws.

28. **No Agency.** The relationship between Licensor and the Customer shall not be that of partners or agents of one another or considered a joint venture, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them. Neither party shall have the authority to assume or create any obligation on behalf of, in the name of, or binding upon the other party.
29. **Governing Law, Venue, and Arbitration.** This Agreement shall be governed by the laws of the State of Minnesota and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act (UCITA). Any controversy or claim arising out of or relating to this Agreement shall be determined by final and binding arbitration administered by JAMS under its Comprehensive Arbitration Rules and Procedures or its Streamlined Arbitration Rules & Procedures ("Rules"). The award rendered by the arbitrator shall be final, non-reviewable, non-appealable, and binding on the parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or in default thereof appointed by the JAMS in accordance with its Rules. The seat or place of arbitration shall be Stearns County, Minnesota. The arbitration shall be conducted, and the award shall be rendered, in the English language. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. The arbitrator will have no authority to award damages exceeding the amount identified in Section 18 of this Agreement, Limitation of Liability.
30. **Authorized Representative.** Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this agreement or in a modification of this Agreement.

Next Chapter Technology, Inc.:

Cathy Wassenaar, CEO
7700 Equitable Drive, Suite 200,
Eden Prairie, MN 55344

Customer: Pennington County:

Julie Sjostrand - Director
Pennington County Human Services
318 Knight Avenue N
Thief River Falls, MN 56701

31. **Survival.** Sections 15 (Warranty Disclaimer), 16 (Limitation of Remedies), 17 (Limitation of Liability), 18 (Statute of Limitations; Jury Waiver), and Section 29 (Governing Law, Venue, and Arbitration) shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this License and Support Agreement as of the Effective Date.

Next Chapter Technology, Inc.

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Customer: Pennington County

Signature: _____
(Authorized county representative)

Print Name: _____

Print Title: _____

Date: _____

Signature: _____
(County Attorney or authorized Board Member)

Print Name: _____

Print Title: _____

Date: _____

Exhibit A

Statement of Work

Document Overview

The objective of this document is to record project goals, in scope and out of scope activities, roles and responsibilities, and assumptions for implementing CaseWorks Resident Self-Service Portal for Pennington County Human Services Units.

Project Overview

The County is seeking to equip HHS teams with tools and technology to meet the increased workload and demands associated with the PHE unwinding as well as the ongoing public demand for benefits by implementing CaseWorks Resident Self-Service Portal.

CaseWorks Resident Self-Service Portal integrates with the County's current CaseWorks EDMS system. The Self-Service Portal will assist residents with timely submission of required documentation, intelligently route documents to assigned case managers, send residents reminders to submit requested documentation and provide more automation in benefits processing with the goal of reducing churn and the additional workload associated with churn.

County is seeking to automate the process of forwarding electronic documents received from residents into the County's EDMS system, CaseWorks.

Goals

- Provide residents with a tool to upload and submit documentation to their case in real time
- Provide residents with automated reminders to complete tasks
- Provide case workers with a tool to electronically share certain case documents with the resident in real time
- Reduce churn and the associated workload that results when documentation is not turned in on time
- Automate the manual process of forwarding documents received electronically (e.g., email attachments) into the EDMS system
- Reduce the quantity of paper mail received and processed by OSS by providing the electronic upload capability to residents

Project Assumptions

- The Resident Self-Service Portal will integrate with and support existing CaseWorks Editions, including Financial Services, METS/MNsure, Child Support, Social Services, and Workforce Editions. The Portal does not integrate with the CaseWorks Accounting Edition.
- All Project Meetings, Training, and Support will be accomplished virtually
- Off-site workers are fully supported, both during implementation and after Go Live
- Resident Self-Service Portal is hosted by NCT in AZURE GovCloud
- Multi-county joint project. All participating counties will attend joint project meetings, trainings and Go-Live support. Project fees and training fees are waived for counties participating in the multi-county joint project roll-out.

Project Deliverables

- When completed, the County's Human Services will have a fully implemented and supported Resident Self-Service Portal.
- The implementation deliverables:
 - Implementation of Resident Self-Service Portal.

- Configuration of the Portal with County Logo.
- Integration of the Portal with all CaseWorks Editions currently licensed by the County, (e.g., FSE, MSE, SSE, CSE and WFE) with the exception of the ACE edition.
- Resident Self-Service Portal Function Deliverables:
 - **County Worker Capabilities**
 - Send client a portal invitation
 - Share documents with client
 - Request documents from client
 - **Resident Capabilities**
 - Log into their secure portal
 - Upload requested documents
 - View & download shared documents for 30 days
 - **CaseWorks Automation**
 - *Intelligently* apply case number, client details and DocType to incoming portal documents
 - *Intelligently* route incoming portal documents to assigned case owner in CaseWorks
 - Relieves burden for OSS and caseworkers that are manually forwarding electronic documents into CaseWorks

In Scope Activities

Activity	Description
Project Management	<ul style="list-style-type: none"> ● Create and maintain project plan, including tracking timeline and task completion ● Coordinate resources and activities ● Facilitate the Weekly Status Meeting with Project Team to provide updates on next step tasks, current topics, scheduling, and overall project status.
System Install and Configuration	<ul style="list-style-type: none"> ● Install and Configure Resident Self-Service Portal <ul style="list-style-type: none"> – Configure County logo – Integrate portal with all existing CaseWorks EDMS editions licensed by the County with the exception of Accounting Edition. ●
Solution Deployment	<ul style="list-style-type: none"> ● Conduct Quality Assurance Review <ul style="list-style-type: none"> – Provide a QA Review for the Quality Assurance Team to ensure that Portal is functioning as expected – Resolve issues (within project scope) identified during the QA Review
Training	<ul style="list-style-type: none"> ● Training <ul style="list-style-type: none"> – Provide Training Materials – Conduct Virtual End User Training ● Provide virtual ongoing training during go live week
Documentation	<ul style="list-style-type: none"> ● Case Worker user documentation ● Resident FAQ and Help documentation

Out of Scope Activities

Activity	Description
3 rd Party integrations	<ul style="list-style-type: none"> ● Integration efforts with solutions <i>other than CaseWorks</i> are considered out of scope.
Other Divisions and Departments	<ul style="list-style-type: none"> ● Activities related to the implementation of the Resident Self-Service Portal other than for use with the integrated Caseworks Software (e.g., FSE, CSE, MSE, SSE and/or WFE) is considered out of scope.

Roles and Responsibilities

Common roles and responsibilities are defined so every resource will understand what is expected of them on this project. Upon joining the project, a resource will be assigned one or more of the following roles. Resources that have been assigned multiple roles are expected to meet all the responsibilities for those roles.

NCT Engagement Manager (Cathy Wassenaar)

The Engagement Manager provides high-level oversight and guidance to the Project Team to ensure that the project meets overall schedule and cost objectives.

NCT Project Manager (Dani Gorman)

The Overall Project Manager is the individual responsible for the project implementation and will manage the day-to-day activities of the project for Pennington County, as well as for NCT activities.

County Project Manager (TBD)

The Project Manager will assist in the management of internal tasks and resources to ensure the successful implementation of the Caseworks Software – Resident Self-Service Portal.

NCT Technical Architect/Lead (Clayton Ostler)

The NCT Technical Architect is the individual responsible for the design, configuration, and installation of the Caseworks Software - Resident Self-Service Portal.

Exhibit B

Insurance Requirements

Next Chapter Technology (NCT) shall not commence work under the Contract until it has obtained at its own cost and expense all insurance requirements herein. All insurance coverage is subject to approval of County and shall be maintained by NCT until final completion of the work.

- A. Comprehensive General Liability: Coverage shall have minimum limits of \$1,500,000 per occurrence; \$3,000,000 aggregate, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Premises and Operations; Independent Contractors; Products and Completed Operations (if applicable); Contractual Liability; "XCU." Hazard Liability (if applicable); Personal Injury Liability, and Aircraft and Watercraft Liability (if applicable).
- B. Commercial Auto Liability: Coverage shall have minimum limits of \$1,500,000 per occurrence; \$3,000,000 aggregate, Combined Single Limit for Bodily Injury Liability and Property Damage.
- C. Liability: This shall include: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
- D. Professional Liability: Coverage shall have minimum limits of \$1,500,000 per occurrence; \$3,000,000 aggregate.
- E. Special Requirements: County is to be included as an **Additional Insured** on both the Comprehensive General Liability and Commercial Auto Liability Policies.

Current, valid insurance policies meeting the requirements herein identified shall be filed with County before NCT commences a project and maintained during the named project's duration. Renewal Certificates shall be sent to County within thirty (30) days prior to any expiration date. There shall also be a thirty (30) days notification to County in the event of cancellation or modification of any stipulated insurance coverage.

It shall be the responsibility of NCT to ensure that any and all subcontracts comply with the same insurance requirements that NCT is required to meet.

Exhibit C
Project Schedule

#	TASK	Date(s)	Comments
2	Pre-Planning Meeting	Aug 24, 28, 29	3 identical sessions
3	Contract Documents	Aug 25 – Sept 30	
4	Commence Project Status Meetings	TBD	
5	Kick off Meeting	TBD	
9	Schedule Q&A Help Sessions	Week of Oct 9	
10	Go-Live Training – All other counties	Oct 16 & 17	2 TEAMS sessions. Record.
11	Go-Live Support	Oct 17-20 & Oct 23-27	½ days
12	Schedule Q&A Help Sessions	Week of Oct 30	

Exhibit D

Software Support Agreement

Definitions: As used in this Agreement, the following terms shall have the following meanings:

- a. "Documentation" shall mean the written or electronic materials provided with CaseWorks Software, provided by Licensor.
- b. "CaseWorks Software (Financial Services, Child Support, METS/MNsure, Social Services, Accounting, and/or Workforce Edition)" or "CaseWorks Connect" or "CaseWorks Portal" or "CaseWorks Software" or "Software" shall mean the components of the Licensor Product as described in the Agreement.
- c. "Designated Representatives" shall mean the Customer employee(s) who is trained and continues to keep updated with the ongoing product details of the CaseWorks Software.
- d. "Error" shall mean material failure of the CaseWorks Software to conform substantially to its functional specifications described in its user documentation which failure is repeatable, reproducible and caused by the CaseWorks Software.

All other terms used herein shall be as defined in the Agreement.

1. Services Provided. Licensor will provide software support services as set forth in this Exhibit D. All software support services shall be provided on a remote basis unless specific arrangements are made for on-site support as described in Section 3(d) herein below. The Customer's right and ability to receive software support services is based on Customer's ability to access the Licensor CaseWorks Software and the servers on which it runs, via a secure Internet connection.
 - a. Telephone Support. Telephone assistance for the Licensor's Products will be available Monday through Friday (except County holidays as identified on the County website) between the hours of 8:00 a.m. and 5:00 p.m., Central Time. Requests for support outside normal support hours may be made by requesting that support on the Licensor support number, or by sending an email, to Licensor. Licensor will use commercially reasonable efforts to respond to requests for Product support services outside of normal hours within eight (8) business hours of its actual receipt and knowledge of such voice mail or email. After hour support for non-critical issues is provided for an additional cost calculated at Licensor's then-current hourly rate (presently \$150 per hour).
 - b. Error Corrections. Licensor will use commercially reasonable efforts to correct any Errors in the CaseWorks Software, replace the CaseWorks Software with functionally equivalent software, or provide a work-around or patch for the portion of the CaseWorks Software containing or causing the Errors, hereinafter "Error Corrections". Error Corrections will be made in the manner provided for in 3(a) above. Error Corrections will be deemed part of the Products licensed under the Agreement, and shall be provided subject to the terms and conditions contained in such Agreement.
 - c. Updates. From time to time during the term of the Software Support Agreement, Licensor may provide the Customer with enhancements to or fixes of the existing version of the Products and related Documentation (hereinafter "Updates"), which are released by Licensor as part of the Licensor support program. Any such Updates will be provided at no additional charge to the Customer who are then-receiving continuous software support services at time the Update is released and are not in default hereunder or under the Agreement. All Updates will be deemed part of the Products licensed under the Agreement, and shall be provided subject to the terms and conditions contained in such Agreement. Nothing herein shall be construed as requiring Licensor to provide enhancements or versions or updates that are generally not made available free of charge to all other clients of Licensor.
 - d. Online Support Options. Online support documentation is available on a 24 hours-a-day, 7 days-a-week basis. The information available online will, at Licensor's option, include, timesaving technical tips, online support, a download library of Updates, and Documentation associated with the Products.
 - e. Response Levels. Licensor will respond to service-related incidents and/or requests for support relating to Errors submitted by the Customer within the following timeframes:
 - i. 0-8 business hours (during business hours for issues classified as Severity 1 priority.
 - ii. Within 16 business hours (2 working days) for issues classified as Severity 2 priority.
 - iii. Within 40 business hours (5 working days) for issues classified as Severity 3 priority.
2. Severity Definitions & Resolution Times.
 - a. Severity 1: Due to Errors, CaseWorks is completely unavailable for all critical business units, or greater than 75 percent of all production users. Only a production incident can be classified this severely. Licensor will use commercially reasonable efforts to resolve Severity 1 issues within 8 business hours. If a Severity

1 Error will take longer than 8 business hours to correct, Customer shall be notified of the proposed Error Correction and Error Correction completion time within 8 business hours.

- b. Severity 2: Due to Errors, the supported solution is intermittently unavailable for all users, or there is serious performance degradation to the point where the system is unusable. A critical module is unavailable or over 50 percent of all end users are experiencing the same symptoms. Single user issues can be escalated to this severity if the issue is preventing a critical business function. Only a production incident can be classified this severely. Licensor will use commercially reasonable efforts to resolve Severity 2 issues within 16 business hours. If a Severity 2 Error will take longer than 16 business hours to correct, Customer shall be notified of the proposed Error Correction and Error Correction completion time within 16 business hours.
- c. Severity 3: Due to Errors, CaseWorks is experiencing minor to moderate issues. Single user issues can be escalated to this severity if it is preventing a critical business function at the Customer. A Severity 1 or 2 issues could be downgraded to this severity if a temporary work-around is available. Customer will use commercially reasonable efforts to resolve Severity 3 issues within 40 business hours

3. Limitations. Software support services shall not apply to the following:

- a. New Products. Any product or module, which is designated by Licensor as a new product, will not be included in software support services. Where Licensor makes a new product available, the Customer may obtain such product from Licensor pursuant to its regular purchasing practices. Upon purchasing the new product, the Customer already obtaining software support services may extend those software support services to the new product by paying an additional mutually agreed upon fee, at the then-current fees, for such new product software support services. All additional software support services will be provided pursuant to the terms hereof.
- b. Obsolete NCT Software. A version of a Product will be deemed obsolete one hundred twenty (120) days following receipt by the Customer of a new update superseding the prior version of the Product. Licensor will not support obsolete versions of the Products provided, however, that if installation of the new version requires the Customer to pay a new license purchase price, the Customer may choose not to purchase the new version and shall receive support through the end of the current support agreement period. In no event, however, shall Licensor be required to support an obsolete version of the Product for more than twelve (12) months from the date of release of an Update superseding the prior version of the Product.
- c. Misuse. Licensor will not provide software support services with respect to problems with the Product or other product which results from any negligent conduct or misuse by the Customer, its employees or agents, or any other third party or for any reason beyond Licensor's control, including without limitation,
 - i. damage caused by accidents, abuse, neglect, relocation or other movement;
 - ii. services which are performed by other than by Licensor;
 - iii. a failure to maintain proper environmental conditions, including malfunction or modification of the Customer's systems or failure of the Customer to maintain the required configuration environment (i.e., memory disk capacity, operating system revision level, prerequisite items) specified in the Documentation or to supply adequate backups; or
 - iv. a failure to use the Product in accordance with the applicable Documentation.

In addition to the specific examples identified above "misuse" shall also include any use of the product in violation of the requirements of the Agreement.

- d. On Site Support. All software support services will be provided remotely via an online connection. Software support services, including all diagnostic and remedial assistance at the Customer facilities or other remote locations is not included within the software support services provided hereunder. Such diagnostic and remedial assistance at the Customer facilities or other remote locations may be obtained by the Customer by purchasing separate consulting services from Licensor at Licensor's then-existing rates, plus expenses.
- e. Network. The Customer shall take full responsibility for all maintenance and support of any network linked to the CPU containing the Product.
- f. Reporting. The Customer shall keep an accurate event log showing the incident of trouble, the action taken by the Customer personnel with respect to the incident, as well as report of trouble by the Customer to Licensor. Upon request by Licensor, the Customer shall provide a report to Licensor relating to the foregoing. Licensor shall keep an accurate event log showing the incident of trouble, the action taken by Licensor's personnel with respect to the incident, as well as a report by Licensor to the Customer.
- g. No Expansion of Software Support Services. No action by Licensor in the performance of software support services shall be deemed to expand the scope of software support services as defined herein.
- h. Exclusions. Software support services shall not include (a) support of accessories, alterations, and attachments, other devices or peripheral equipment (including without cabling not furnished by Licensor), and (b) electrical work external to the Product in this Agreement.

Exhibit E
Order Form

Customer: Pennington County		Order Information	
Address:	318 Knight Avenue N	Payment Terms:	Net 30
City:	Thief River Falls	Payment Method:	Check/ACH
State:	MN		
Zip:	56701		

Billing Contact

Name: Julie Sjostrand
 Title: Director
 Email: jasjostrand@co.pennington.mn.us
 Phone: 218-681-2880

Primary Contact

Name: Julie Sjostrand
 Title: Director
 Email: jasjostrand@co.pennington.mn.us
 Phone: 218-681-2880

Product Licenses

Description	# of Licenses	License Cost
CaseWorks Resident Self-Service Portal	1	\$12,500

Professional Services *(Deliverables per SOW Exhibit A)*

Description	Amount
Professional Services – Project & Implementation Fees	\$ 0.00
Professional Services – Training Fees	\$ 0.00

Billing Schedule *(Deliverables per SOW Exhibit A)*

Description	Amount
Licenses	50% Due at contract signing and upon receipt of invoice
	50% Due at Go-Live and upon receipt of invoice

Annual Support Billing Schedule

Support Term	Annual Support Amount	Total
	CaseWorks Portal	
Jan 1 – Dec 31, 2024	\$4,375	\$4,375
Jan 1 – Dec 31, 2025	\$4,594	\$4,594
Jan 1 – Dec 31, 2026	\$4,824	\$4,824

Exhibit F

Vendor Acknowledgment

RESPONSIBILITIES OF PERSONS WHO HAVE ACCESS TO NOT PUBLIC DATA

VENDORS

As a vendor working with County, you may have access to records containing information which is protected from unauthorized use. For example, you may have access to special work areas, computers or other files. This information is protected by law, policy, contracts, agreements, or licenses regarding the disclosure both at work and outside the office.

Unauthorized use of data includes making copies of data or computer software and related materials without the permission of the originator or data subject. Unauthorized disclosure of data means releasing information over the phone, in verbal conversations, and in written form. Unauthorized disclosure also includes using the information obtained in connection with your vendor work duties in any manner different from the scope of your specified duties.

Protection of this data from unauthorized use or disclosure depends on the cooperation of all staff and vendors. The information in this handout explains some of these restrictions on information within the County so that you will understand what information is protected and your responsibilities in regard to that information.

NOT PUBLIC DATA

The following describes the private and confidential types of information, the restrictions on the use of it, and some examples of each type of information.

Not public data means any data which the law declares is not available to the public. It is a broad term which includes any government data classified by statute, federal law, or temporary classification as confidential, private, nonpublic, or protected nonpublic data, either singly or in any combination.

Generally, if the data you work with identifies a person it is private or confidential data. Use and access within the agency is restricted to those employees or vendors who need the information to do their jobs.

A. Private data is government data maintained on individuals who are identified or can be identified in the data. Only the following persons are permitted access to private data:

1. the individual who is the subject of the data or a designated representative;
2. anyone to whom the individual gives signed consent to view the data;
3. employees of the welfare system whose work assignments reasonably require access to the data;
4. anyone the law says can view the data.

Examples of private data include most welfare system data about individual clients, medical data, child abuse data, pre-commitment screening investigations and pre-admission screening investigations, chemical dependency data about patients, and personnel data.

B. Confidential data is data that identifies individuals and cannot be disclosed to the public or even to the individual who is the subject of the data. The subject of the data CANNOT authorize anyone else to see or receive copies of the data by signing a consent for release of information.

Examples of confidential data are adoption data and the names of individuals who report child or vulnerable adult abuse. Some medical data is confidential if the medical care provider deems that access to the data will be harmful to the patient. Most investigations of individuals are confidential, but investigations involving corporations, agencies or vendors are protected nonpublic.

PENALTIES FOR UNLAWFUL USE OF DATA

Data Practices Act Penalties The Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, provides for disciplinary action for any government employee who knowingly violates the provisions of the Act. **Any person, even those who are not employees**, who willfully violate the provisions of the Act, may be charged with a misdemeanor.

Action for Damages A political subdivision, responsible authority, statewide system, or state agency which violates any provision of this chapter is liable to a person or representative of a decedent who suffers any damage as a result of the violation, and the person damaged or a representative in the case of private data on decedents or confidential data on decedents may bring an action against the political subdivision, responsible authority, statewide system or state agency to cover any damages sustained, plus costs and reasonable attorney fees. In the case of a willful violation, the political subdivision, statewide system or state agency shall, in addition, be liable to exemplary damages of not less than \$100, nor more than \$10,000 for each violation. The state is deemed to have waived any immunity to a cause of action brought under this chapter.

Vendor Technology Usage Agreement

Vendor personnel have no expectation of privacy in any electronic communications, use of County property, or Internet access. County reserves the right to review, audit, or monitor any information technology used by vendor personnel which attaches to or makes use of the County's network(s).

1. All vendor personnel shall use only accounts authorized by County's Security Staff.
2. Vendor personnel may access only those resources for which they are specifically authorized.
3. Vendor personnel are personally responsible for safeguarding their account and log-on information. Passwords shall adhere to current County password requirements. Passwords shall remain confidential. Passwords shall never be displayed, printed, or otherwise recorded in an unsecured manner.
4. Vendor personnel are not permitted to script their user IDs and passwords for log-on access.
5. Vendor personnel are not permitted to allow another person to log-on to any computer utilizing their, if provided, personal account, nor are they permitted to utilize someone else's account to log-on to a computer. Authorized system or service accounts may be used by multiple people.
6. Vendor personnel may not leave their workstation logged onto the network while away from their area. Vendor personnel may elect to lock the workstation rather than logging off when leaving for very short time periods.
7. Vendor personnel shall maintain a log, left with the computer, of all software loaded onto any County computer. The software must have been approved in writing by County.
8. Vendor personnel shall execute only applications that pertain to their specific contract work.
9. Vendor personnel shall promptly report log-on problems or any other computer errors to the County Network Administrator.
10. Vendor personnel shall promptly notify the County, in no event later than twelve (12) hours, if they have any reason to suspect a breach of security or potential breach of security.
11. Vendor personnel shall promptly report anything that they deem to be a security loophole or weakness in the computer network to the County.
12. Vendor personnel shall not install or use any type of encryption device or software on any County hardware, which has not been approved in writing by the County.
13. Vendor personnel shall not attach any device to the County network without written approval from the County.
14. Vendor personnel may not remove any computer hardware from any County building for any reason without prior written approval from the County.
15. Vendor personnel shall not delete, disable, or bypass any authorized encryption device, or anti-virus or other software program installed on County hardware.
16. Vendor personnel shall not attach any network or phone cables to any County device without written approval from the County.
17. Vendor personnel may not copy any data and/or software from any County resource for personal use.
18. County data and/or software shall not be removed from any County Building without prior written approval from the County.
19. Vendor personnel may not utilize County computer systems or networks for any of the following reasons:
 - a. Game playing;
 - b. Internet surfing not required for their work activity;
 - c. Non-related work activity; or
 - d. Any illegal activity.

- e. Downloading of files from the Internet. If files are needed for your work, contact County IT personnel.
- 20. Vendor personnel are prohibited from intercepting or monitoring network traffic by any means, including the use of network sniffers, unless authorized in writing by the County.
- 21. Vendor personnel may not give out any County computer information to anyone. Exception: other vendor personnel needing the information to complete tasks. Information includes but is not limited to: IP addresses, security configurations, etc.
- 22. All data storage media shall be erased or destroyed prior to disposal.
- 23. Vendor personnel may not remove or delete any computer software without the written approval of the County.
- 24. Vendor personnel shall not attempt to obtain or distribute County system or user passwords.
- 25. Vendor personnel shall not attempt to obtain or distribute door pass codes/passkeys to secured rooms at any County facility for which they are not authorized.
- 26. All equipment issued to vendor personnel will be returned in good condition to County upon termination of the County/Vendor Personnel relationship.
- 27. Vendor personnel may not use County information technology to send or receive threatening, obscene, abusive, sexually explicit language or pictures.
- 28. Vendor personnel are prohibited from intentionally causing County to break copyright laws.
- 29. Use by vendor personnel of any County information technology will acknowledge acceptance of the above-referenced policies. Any vendor who violates any of these policies shall be subject to disciplinary action, including total removal from the County project as well as being subject to Minnesota civil and criminal liability.
- 30. Vendor personnel may not disclose of any private or confidential client information regardless of physical form or storage media (paper, computer, voice mail, microfiche, imaged, video or voice recordings). Vendor personnel will not attempt to access not public data for personal purposes.
- 31. Vendor Acknowledgement "Responsibilities of Persons Who Have Access to Not Public Data has been read and its' conditions will be complied with by all vendor personnel.