



# Health & Human Services Agenda Request

1D

Agenda Item #

**Requested Meeting Date:** March 26, 2024

**Title of Item:** Approval of CaseWorks Contracts

- ☒ REGULAR AGENDA  
☐ CONSENT AGENDA  
☐ INFORMATION ONLY

**Action Requested:**

- ☒ Approve/Deny Motion  
☐ Adopt Resolution (attach draft)

☐ Direction Requested

☐ Discussion Item

☐ Hold Public Hearing\*

*\*provide copy of hearing notice that was published*

**Submitted by:**  
Paula Arimborgo

**Department:**  
H&HS Administration

**Presenter (Name and Title):**  
Sarah Pratt, H&HS Director

**Estimated Time Needed:**  
2-3 min

**Summary of Issue:**

Request approval of the following three (3) CaseWorks contracts:

- 1) NCT CaseWorks Contract
- 2) Kandiyohi County CaseWorks Hosting Agreement
- 3) Content Services Consulting (CSC) Master Services Agreement

All three (3) contracts approved by County Attorney as to form and function.

Comment from County Attorney: With respect to item no. 2 of the NCT CaseWorks Contract, this issue of liability, especially as it pertains to cyber-security issues and other cyber-related issues, has become a serious challenge for both vendors and clients, as well as their respective insurers.

**Alternatives, Options, Effects on Others/Comments:**

**Recommended Action/Motion:**

Recommend a motion to approve the NCT CaseWorks Contract; the Kandiyohi County CaseWorks Hosting Agreement; and the CSC Master Services Agreement.

**Financial Impact:**

Is there a cost associated with this request?

☐ Yes

☐ No

What is the total cost, with tax and shipping? \$

Is this budgeted?

☐ Yes

☐ No

Please Explain:



## AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 218-927-7210

### Contract

Next Chapter Technology, Inc. (NCT) Software License Agreement for CaseWorks Financial Services Edition, Child Support Edition, METS/MNSure Edition, & Social Services Edition

### Objective

ACHHS desires to receive a license from NCT to utilize the CaseWorks Software and NCT is willing to grant Aitkin County a limited, non-exclusive, non-assignable, non-transferable license, under the terms and conditions provided in Agreement to so utilize the software.

### Existing or New Contract

This contract is a new contract.

### Changes to Existing Contract

N/A

### Timeline for Execution

May 1, 2024 to December 31, 2028 (The term of this Agreement shall automatically renew for successive one (1) year renewal terms on January 1 of subsequent years unless either party delivers written notice to the other at least 60 days prior to the end of the then-current term of its intent not to renew.)

### Conclusion

ACHHS is seeking approval of this contract.

“This institution is an equal opportunity provider.”

**SOFTWARE LICENSE AGREEMENT**  
**for**  
**CASEWORKS FINANCIAL SERVICES EDITION, CHILD SUPPORT EDITION,**  
**METS/MNSURE EDITION, & SOCIAL SERVICES EDITION**

The below, Software Licenses Agreement ("Agreement") is entered into this 1st day of May, 2024 by and between Next Chapter Technology, Inc. ("NCT" or "Company"), with its principal place of business at 7700 Equitable Drive, Suite 200, Eden Prairie, MN 55344 and Aitkin County on behalf of Aitkin County Health & Human Services (County), with its principal place of business at 204 1<sup>st</sup> Street NW, Aitkin, MN 56431.

Whereas, the County Board of Commissioners authorized the purchase of an Electronic Document Management System to be implemented within the Financial Services, Child Support, and Social Services Units of the County Health & Human Services Department; and,

Whereas, NCT has developed certain software containing the functionality required to support the County Financial Services, Child Support, and Social Services Units of the County Health & Human Services Department Electronic Document Management needs; and

Whereas, NCT has agreed to provide services and features to County; and

Whereas, County desire to receive a license from NCT to utilize the CaseWorks Software – Financial Services Edition, the CaseWorks Software – Child Support Edition, the CaseWorks Software – METS/MNSure Edition, and the CaseWorks Software – Social Services Edition, (hereinafter collectively "Software") and NCT is willing to grant County a limited, non-exclusive, non-assignable, non-transferable license, under the terms and conditions provided herein, to so utilize the Software; and

Whereas, the County and NCT desire to enter into a contractual relationship for the above purpose,

**NOW THEREFORE**, the County and NCT agree as follows:

**ARTICLE I**  
*THE CONTRACT DOCUMENTS*

The agreement documents consist of this agreement, NCT's Statement of Work (Exhibit One), the County Insurance Requirements (Exhibit Two), the Project Schedule (Exhibit Three), the Software Support Agreement (Exhibit Four), the Purchase Agreement (Exhibit Five), and the Vendor Technology Usage Agreement (Exhibit Six). These form the Agreement, and all are as fully a part of the Agreement as if repeated herein.

**ARTICLE II**  
*THE PRODUCTS AND SERVICES*

NCT shall provide the products and perform all of the services required by this Agreement and those Documents as listed in Article 1.

**ARTICLE III**  
*TIME AND COMMENCEMENT*

The Installation Work to be performed under this Agreement, except for updates and on-going support, shall commence on or around May 1, 2024 and must be completed by October 31, 2024 unless the parties agree otherwise due to extraordinary circumstances. County acknowledges that NCT depends upon County acquisition of hardware and third-party software as well as access, cooperation and assistance by County personnel. County delay or failure to perform its obligations or provide hardware, third party software or other cooperation or assistance in a timely manner will extend project schedule and NCT's timing of performance.

NCT agrees that it has reviewed the scope of the work and has sufficient staff to fully implement all aspects of this Agreement.

**ARTICLE IV**  
***GRANT OF LICENSE TO USE NEXT CHAPTER TECHNOLOGY SOFTWARE***

Upon and subject to receipt of payment by County of the applicable initial license fee, implementations fees set out in Article VI, as well as the applicable annual support fee as set out in Exhibit 4, NCT hereby grants to County, a limited, non-exclusive, non-assignable, non-transferable right and license to use and install the Software in object code and in run-time format, pursuant to the terms, fees, limitations and conditions set forth herein. The Software is being licensed, not sold, to County by NCT for use only under the terms of this License, and NCT reserves all rights not expressly granted to County.

**ARTICLE V**  
***LICENSES PURCHASED***

By this agreement, County is purchasing Edition Licenses and Primary System End User Client Licenses as set forth in Exhibit Five for access and use by the Financial Services, Child Support, and Social Services Units.

**ARTICLE VI**  
***AGREEMENT AMOUNT AND TERMS OF PAYMENT***

**A. Amount**

The County shall pay NCT for the delivery of product (Software Licenses), the performance of the work (Services), expenses (Travel), and first year support services (Software Support). The amount for Products and Services are unchanging, or fixed, unless an agreed upon change order has been completed. These amounts are subject to additions by Change Order as described in this agreement. Travel will be invoiced at actual cost. In addition, the County agrees to pay software support fees according to the terms of the Software Support Agreement (Exhibit Four), which is incorporated herein and made part of this agreement. The amounts are follows:

**Phase I: Financial Services, METS/MNsure, and Child Support Editions**

<b>Category</b>	<b>Cost</b>
Product Licenses (Supporting detail on Exhibit 5)	116,750
Implementation Services (Supporting detail on Exhibit 1)	74,970
Migration Services (Supporting detail on Exhibit 1)	10,000
Travel (Estimated)	NA
<b>Total</b>	<b>201,720</b>

**Phase 2: Social Services Edition**

<b>Category</b>	<b>Cost</b>
Product Licenses (Supporting detail on Exhibit 5)	106,750
Implementation Services (Supporting detail on Exhibit 1)	64,811
Migration Services (Supporting detail on Exhibit 1)	5,000
Travel (Estimated)	NA
<b>Total</b>	<b>176,561</b>

**B. Terms of Payment** NCT shall submit billing invoices to the County as follows:

Category	Terms
<b>Phase 1</b> Software Licenses	<ul style="list-style-type: none"><li>• 50% May 1, 2024 and receipt of invoice.</li><li>• 25% upon completion of Business Process Reviews and preparation of Business Process Documents</li><li>• 25% upon completion of Go Live and Go Live Support</li></ul>

Category	Terms
<b>Phase 1</b> Implementation Services	<ul style="list-style-type: none"><li>• 50% May 1, 2024 and receipt of invoice.</li><li>• 25% upon completion of Phase 1 Business Process Reviews and preparation of Business Process Documents.</li><li>• 25% upon completion of Phase 1 Go-Live and Go Live Support</li></ul>

Category	Terms
<b>Phase 1</b> Migration Services	<ul style="list-style-type: none"><li>• 50% upon Phase 1 Go-Live</li><li>• 50% upon Phase 1 migration completion</li></ul>

Category	Terms
<b>Phase 2</b> Software Licenses	<ul style="list-style-type: none"><li>• 50% upon 50% May 1, 2024 and receipt of invoice.</li><li>• 25% upon completion of Business Process Reviews and preparation of Business Process Documents</li><li>• 25% upon completion of Go Live and Go Live Support</li></ul>

Category	Terms
<b>Phase 2</b> Implementation Services	<ul style="list-style-type: none"><li>• 50% upon 50% May 1, 2024 and receipt of invoice.</li><li>• 25% upon completion of Business Process Reviews and preparation of Business Process Documents.</li><li>• 25% upon completion of Go-Live and Go Live Support</li></ul>

Category	Terms
<b>Phase 2</b> Migration Services	<ul style="list-style-type: none"><li>• 50% upon Go-Live</li><li>• 50% upon migration completion</li></ul>

No additional payment above the amount specified at the beginning of this section will be paid without an approved Change Order.

**C. Deliverable Acceptance**

At specified milestones throughout the project, NCT will deliver completed work products to the County for review and approval. This process is formally called Deliverable Acceptance. The acceptance process allows the County thirty (30) working days to formally review all work products to ensure that they meet the deliverables outlined in the Statement of Work and any changes that were formally approved through the Change Order process. NCT will strive to obtain constant feedback from the County during the project so that deliverable acceptance is a simple formality. However, in the event that a deliverable fails to meet the requirements in the Statement of Work and approved changes, the County Representative shall sign and date, and complete the "Deliverable Non-Acceptance" section of the Work Acceptance Form, in the Statement of Work. The County Representative shall also provide a reason for rejection, which will serve as a basis for discussion of the deliverable between the NCT and the County Authorized Representative. NCT

will act expediently to correct all in-scope problems found with the deliverable, and will estimate any out-of-scope changes according to the change procedures established for the project.

**D. Change Orders**

Without invalidating this Agreement, County may request changes in the work. Price and time will be adjusted accordingly. All such changes in the work shall be in writing, signed by NCT and the County Authorized Representative, and attached to the Agreement. NCT must not provide significant work that is not specified in this agreement without first obtaining a signed change order. County's Representative authorized to submit and approve change orders is identified in Section XIV C.

**E. Costs Not Provided For**

No claim for services or supplies furnished by NCT, not specifically provided for in this Contract, will be honored by the County.

**F. Intent**

Excluding hardware and third party software, NCT shall provide all of the products and services set forth hereunder for the compensation set forth above. NCT agrees that it has made a careful examination of the product and services to be provided hereunder and that the price set forth herein is adequate compensation for the product and services to be provided under the terms of this Agreement, subject to any authorized Change Order.

**ARTICLE VII**  
***SOFTWARE USE***

**A. Limitations on Use**

Each Edition level license granted by this License Agreement entitles County to utilize the Software on a single CPU or Multi-core Server (Physical or Virtual). Software is licensed for one production database and unlimited training databases, unless otherwise specified. Each Primary System User Level License granted by this License Agreement entitles County to utilize the Software on a user level. At any instance, the number of active users cannot exceed the number of user licenses purchased for the respective software item. Unless specifically authorized by NCT in a separate agreement, the County shall not

- i. use the Software for any purpose other than for the County's Income Maintenance, Child Support, Adult Services, and Children's Services Units' functions assigned by County by the relevant governmental authorities;
- ii. allow anyone other than the County's employees and agents to have physical access to the Software;
- iii. make any copies of the Software unless granted in writing by NCT, apart from the limited right provided in Article IX;
- iv. make any modifications, enhancements, adaptations, or translations to or any of the Software except for those resulting from License interactions with the Software associated with normal use (e.g. inputted data or Software-permitted configuration selections).
- v. make full or partial copies of any documentation or other similar printed or machine-readable matter provided with the Software in order to derive the source code form of the Software;
- vi. export or re-export the Software and/or associated documentation in violation of the United States export rules and regulations; or
- vii. sell, rent, lease, lend, transfer or sublicense the NCT Software to any other party unless specifically authorized by NCT.

The breach of any of these terms by County shall, without limitation as to other terms hereof, be deemed a material breach of this License Agreement and shall entitle NCT, among its other remedies, to terminate the License.

**B. Permitted Uses and Restrictions on Software**

County's right to use the Software is subject to its adherence to the terms of this License Agreement. County is only granted those rights expressly set forth in this License Agreement. NCT expressly reserves all other rights. NCT warrants that it will not knowingly install any Self Help Code or any Unauthorized Code as defined below. "Self Help Code" means any back door, time bomb, drop dead device, or any other software routine designed to disable the software automatically with the passage of time or under the positive control of a person other than the licensee of the Software. "Unauthorized Code" means any virus, Trojan Horse, worm or other software routine or equipment designed to permit unauthorized access to disable, erase or otherwise harm software, equipment or data or to perform any other similar action.

**Software** is a "commercial item", as that term is defined in 48 C.F.R. 12.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire NCT's **Scanning Software** with only those rights set forth herein.

**C. Limited Right to Copy Software**

County may make a reasonable number of copies of the Software for backup purposes only. A backup copy must include all copyright or other proprietary notices contained on the original. County shall not otherwise copy, decompile, reverse engineer, disassemble, modify, or create derivative works of the Software.

**D. No Modification to Software**

County shall not modify, or attempt to modify, the Software including database structures in any manner, nor shall it merge, associate or combine, or attempt to merge, associate or combine the Software with or into any third-party software without the express written consent of NCT.

**E. Support**

County acknowledges the Software is meant to be supported software. Support shall be provided pursuant to the terms and conditions set forth in the Software Support Agreement ("Support Services") between NCT and County. Support Services shall continue to be provided based on the term of the Software Support Agreement, at the rate and pursuant to the terms and conditions of the then-current Software Support Agreement.

**F. Updates**

Updates are only available to County if they have an executed Software Support Agreement in good standing at the time the update is released. If County does not have an executed Software Support Agreement in good standing at the time the update is released, the County shall not be entitled to receive the update and NCT shall not be obligated to sell the update to County. The release of any new version of the Software within one year of purchase of any other version of the Software by County is to be considered an "update" and shall be provided as part of the Software Support Agreement, to County under the terms applicable to provision of such updates.

**G. Proprietary and Confidential Information**

County acknowledges and agrees that, without affecting the scope of all licenses granted herein, the Software and associated documentation, including any and all copies hereof, in whole or in part, are and shall remain the sole and exclusive property of NCT. The County further acknowledge and agree that the Software, including, but not limited to, all code, data file structures, the specific design, structure and logic of individual programs of Software, their interactions with other portions of the Software, both internal and external, the programming techniques employed therein and other trade secrets, are the proprietary and confidential information of NCT. To the extent permitted by law, and consistent with the Minnesota Data Practices Act, Chapter 13, the County agrees to take all reasonable precautions, including those that may be reasonably requested by NCT, to protect its proprietary and confidential information. 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.

#### **H. Nondisclosure**

County recognizes and acknowledges the special value and the importance in protecting proprietary and confidential information. To the extent permitted by law and consistent with the Minnesota Data Practices Act, Chapter 13, all proprietary and confidential Information, the disclosure of which might give an advantage to any third party, including competitors of NCT, that has been or may be furnished or disclosed to County, shall be kept confidential and used only for the purposes described in this Agreement. Unless otherwise required by applicable law, County, its employees and agents agree, not to provide, disclose or otherwise make available the proprietary and confidential information of NCT in any form to any third party. In addition, NCT acknowledges that the records and data of County must remain confidential and agrees that, unless otherwise required by applicable law, NCT, its employees and agents shall use commercially reasonable means to prevent the disclosure of such records or data or any portion thereof without the express written consent of County.

To the extent applicable, NCT agrees to implement and comply with applicable provisions of the Health Insurance and Portability and Accountability Act of 1996 (HIPAA, public law 104-191). In performing its obligations under this contract, to the extent applicable, NCT agrees to comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA security requirements, and any other applicable HIPAA laws, standards and requirements now in effect or hereinafter adopted as they become law. Parties intend all data (including protected health information) will be kept within County's technical environment.

#### **ARTICLE VIII** **SECURITY**

NCT agrees to:

- i. ensure that any of its staff, who provide services under this Agreement, in so far as such work is performed on the County's premises, observes the County's reasonable security procedures and internal rules as communicated to NCT by the County;
- ii. adhere to all County's remote access and security requirements communicated to NCT by the County. NCT is required to ensure that all of its employees and/or agents abide by the County's remote access and security requirements; and
- iii. take commercially reasonable measures to ensure that no virus, malware, or unapproved/unauthorized code is coded into or introduced into the Software or the electronic files provided by NCT to the County.

#### **ARTICLE IX** **WARRANTY**

NCT warrants that the Software will perform as to all substantial operating features, as specified in its User Manual and based upon the specifications of the then-current release of the Software for 30 days from acceptance of original installation. This warranty shall immediately become null and void in its entirety in the event that County fails to maintain or to use the Software in accordance with the applicable terms of use, or to notify NCT promptly in the event of any suspected defects or malfunctions and/or Errors (as defined in the Software Support Agreement). NCT's sole obligation, and County's sole and exclusive remedy for breach of the warranty set forth in this section, shall be, at NCT's election, for NCT to remedy such breach in a manner consistent with NCT's regular business practices or for NCT to refund a pro rata amount of fees for the defective Software. NCT does not warrant that the operation of the Software will be uninterrupted or error-free. For 30 days from acceptance of original installation and during periods of time when the Software Support Agreement is in effect, NCT will use commercially reasonable efforts to correct any Errors in the CaseWorks Software, replace the NCT Software with functionally equivalent software, or provide a work-around or patch for the portion of the NCT software containing the



Errors, hereinafter "Error Corrections". Error Corrections will be made in a manner as identified in section 3(a) of the Software Support Agreement. Error Corrections will be deemed part of the NCT Software licensed under the Software License Agreement, and shall be provided subject to the terms and conditions contained in such Software License Agreement. NCT does not warrant any hardware, third party software (including without limitation MS-SharePoint), updates/releases or support services. Updates/releases and support services are provided "As Is".

**Except for the express limited warranties provided in this Article X and to the full extent permitted by law, NCT disclaims all other warranties and conditions, whether express, implied, or statutory, including warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, performance, accuracy, reliability, security and noninfringement. NCT also makes no warranty regarding (i) non-interruption of use, (ii) freedom from bugs, (iii) the availability and/or functionality of third party products, services, API's, and/or integrations that are made available by any third party, and/or (iv) that any product or service will meet the County's requirements. Any statements or representations about the program and its functionality in any communication with the County constitute technical information and not an express representation, warranty or guarantee. Other than the express warranties contained herein and statutory warranties and remedies that cannot be disclaimed or waived under applicable law, the Software is provided as-is and with all faults. This disclaimer of warranty constitutes an essential part of this Agreement.**

## **ARTICLE X**

### ***INDEPENDENT CONTRACTOR***

NCT is an independent contractor and nothing herein contained shall be construed to create the relationship of an employer and employee between the County and NCT or NCT agents, servants or employees. NCT shall at all times be free to exercise initiative, judgment, and discretion as to how to best perform or provide services. NCT acknowledges and agrees that NCT, NCT agents, servants and employees, are not entitled to receive any of the benefits received by County's employees and is not eligible for workers' or unemployment compensation benefits. NCT 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 NCT and that it is NCT's sole obligation to comply with applicable provisions of all Federal and State tax laws.

## **ARTICLE XI**

### ***SUBCONTRACTORS***

NCT shall not employ any subcontractor to perform any services in the scope of this Agreement, unless said subcontractor is approved in writing by the County. Any such subcontractor shall be paid by NCT.

## **ARTICLE XII**

### ***INDEMNIFICATION AND INSURANCE***

#### **A. Indemnification**

- i. **Intellectual Property Infringement Indemnification.** NCT shall defend, indemnify and hold harmless the County, its directors, officers, employees, affiliates and agents (each a "County Indemnified Party") at NCT's expense from and against any suit, claim, action or proceeding brought against County 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 Software as provided by NCT 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 (iii) (Procedure) of this Article XII. For the avoidance of doubt, under the foregoing indemnity NCT will, where applicable, pay any damages and costs awarded against County by final judgment of a court, or the amount of any agreed settlement regarding any such Claim. NCT shall have no liability for settlements, obligations or costs incurred without its prior written consent. Should County's use of the alleged infringing Software be enjoined, or in the event that NCT desires to minimize its potential liability hereunder, NCT will, at its option and expense, (a) substitute non-infringing Software with functionality which is substantially similar to that of the allegedly infringing Service; (b) modify the

infringing Service so that it no longer infringes but its functionality remains substantially equivalent; or (c) obtain for County the right to continue use of such Service. If, in NCT's sole discretion, none of options set forth in the foregoing sentence is commercially reasonable, NCT will terminate this Agreement respect to the allegedly infringing Service(s) and refund to County on a pro-rated basis, any pre-paid fees for the allegedly infringing Service(s). NCT shall have no obligation to defend and indemnify any IP Claim to the extent the claim alleges: (i) any combination by County of equipment, processes, content or software with NCT's Software, if such claim would have been avoided but for such combination; (ii) modification of the Service(s) by a party other than NCT, if such claim would not have occurred but for such modification; or (iii) County's failure to use updated or modified product which is provided by NCT at no cost to County to avoid or cure such claim, after notice by NCT to County of the availability of such updated or modified product. The foregoing states the entire liability and obligations of NCT and County's sole remedy for infringement, alleged infringement, or any breach of warranty of non-infringement, express or implied.

- ii. General Indemnity. Each of County and NCT, 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) ("Losses") 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 Negligence. "Negligence" means failure to exercise reasonable care under the circumstances.
- iii. Procedure. In the event a party seeks indemnity under this Article XII (Indemnification), 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 Article XIII, 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 (iii), 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 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 the 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.

#### **B. Limitation of Liability**

**NCT's entire liability for all claims or damages arising out of or related to this Agreement and the Software, regardless of the form of action, whether in contract, tort or otherwise, will be limited to and will not exceed, 4 times the aggregate the amount paid or payable to NCT under this Agreement**

during the twelve month period preceding the event giving rise to the claim. In no event will NCT be liable for loss of income, profit or savings or indirect, incidental, consequential, exemplary, punitive or special damages of any party, including third parties, even if NCT or its agent has been advised of the possibility of such damages in advance. These limitations shall apply despite the failure of the essential purpose of any remedy.

The foregoing limitations of liability allocate the risks between NCT and the County and form a material basis of the bargain between the parties. NCT's pricing reflects this allocation of risk and the limitation of liability specified herein.

**C. Insurance**

NCT at its own expense shall procure and maintain policies of insurance as set forth in Exhibit Two.

**ARTICLE XIII**

***GENERAL TERMS AND CONDITIONS***

**A. Data Privacy**

In collecting, storing, using and disseminating data on individuals in the course of providing services hereunder. NCT agrees to abide by all applicable state and federal statutes, rules and regulation covering data privacy under which County 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 County.

**B. Disputes-Good Faith Negotiations**

It is the expressed desire of all parties that a good faith effort be made to resolve all disputes prior to the resort to legal proceedings. Accordingly, it is agreed that any dispute arising under this License Agreement, including without limitation, any dispute regarding the operating of the CaseWorks, or payments due hereunder, shall be expressed to the other party in a writing which describes each dispute in detail and includes documentation sufficient to evidence the nature of the dispute. The writing shall be delivered to the other party at the address set forth in the Notices provision hereof. The party receiving the dispute shall respond in writing within thirty (30) days and shall provide documentation supporting its response. Following such delivery and response, the parties shall engage in direct, good faith negotiations for the following thirty (30) days in an effort to resolve all disputes. If the parties are unable to reach an agreement, and in the absence of a written agreement to extend the negotiation period, either party may initiate proceedings. The foregoing provision shall not limit the ability of a party to seek injunctive relief.

**C. 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

**County:**

Sarah Pratt, Director of HHS  
204 1st St NW  
Aitkin, MN56431

**D. Assignment of Interest**

This Agreement shall be binding upon and inure to the benefit of each Party's successors and permitted Assignees. This Agreement and the License granted herein shall not be assigned or transferred by either party without the prior written consent of the other party. Notwithstanding the foregoing, NCT may assign this Agreement to an affiliate or successor in connection with reorganization, merger, consolidation, acquisition, or other restructuring, whether via asset sale, by sale of stock or otherwise.

#### **E. Audit**

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. In the event County are not under a Support Agreement with NCT at any time, NCT or any of its duly authorized representatives shall have the right to audit County's systems, controls, equipment and records of County to verify use of the Software and associated documentation is in compliance with the terms of this Agreement. Any unauthorized copies of usage of the Software will be infringement and a material breach of this Agreement.

Upon written request, County will provide signed, written assurance that the use of the Software and associated documentation is in compliance with the terms of this Agreement. For purposes of clarification, NCT will not be given access to specific data, specific databases or other confidential information of any third party. This provision survives termination of this Agreement.

#### **F. 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, NCT 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, NCT 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 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.

#### **G. Severability**

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Agreement with respect to either party.

#### **H. Binding Effect**

This Agreement shall be binding upon the parties, their affiliates, subsidiaries, successors and assigns.

#### **I. Modifications**

The County and NCT hereby acknowledge that they have read this Agreement and affirmatively state and represent that they understand its contents. Further, that the above constitutes the entire Agreement by

and between the County and NCT and is binding upon themselves, their heirs, assigns and successors in interest and any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the County and NCT.

**J. Applicable Law and Venue**

This Agreement will be governed by the laws of the State of Minnesota, excluding its conflict of laws rule. The operation of the United Nations Convention on Contracts for the International Sale of Goods will not apply. Venue for all proceedings related to this Agreement shall be in Aitkin County, Minnesota.

**K. Appropriations**

If the County fails to appropriate funding for this Agreement, the County may immediately terminate the Agreement with written notice. Any services provided prior to notice shall be reimbursed including the value of any Software updates.

**L. Force Majeure**

In the event performance of this Agreement, or any obligation hereunder, is prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Client, or any other circumstances beyond the reasonable control and without the fault or negligence of the party affected, the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both parties shall proceed whenever such causes are removed or cease.

**ARTICLE XIV**  
***TERMINATION***

Either Party may terminate this Agreement anytime by providing thirty (30) days written notice to the other party of the intent to terminate. In such event, all finished and unfinished documents, data, studies and reports prepared by NCT under this Agreement, at the option of the County, become its property, and NCT shall be entitled to receive compensation for satisfactory work completed on such documents as well as amounts due NCT for software licenses, software support and other services approved in writing by County up to effective date termination.

IN WITNESS WHEREOF; the parties hereto have executed this Agreement on the date(s) indicated below.  
The signatures listed below authorize the engagement of Next Chapter Technology, Inc.

**Aitkin County Approval**

\_\_\_\_\_  
Authorized County Representative (Signature)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

**Next Chapter Technology, Inc. Approval**

\_\_\_\_\_  
Authorized NCT Representative (Signature)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
7700 Equitable Drive, Suite 200

\_\_\_\_\_  
Eden Prairie, MN 55344

\_\_\_\_\_  
Date

**Approved as to form and execution**

\_\_\_\_\_  
Aitkin County Attorney (Signature)

\_\_\_\_\_  
(Print Name and Title)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date

CASEWORKS - FINANCIAL SERVICES EDITION

CASEWORKS - CHILD SUPPORT EDITION

CASEWORKS – METS/MNSURE EDITION

CASEWORKS – SOCIAL SERVICES EDITION

## **ELECTRONIC DOCUMENT MANAGEMENT SYSTEM**

FOR

## **AITKIN COUNTY HEALTH & HUMAN SERVICES**

# **STATEMENT OF WORK**

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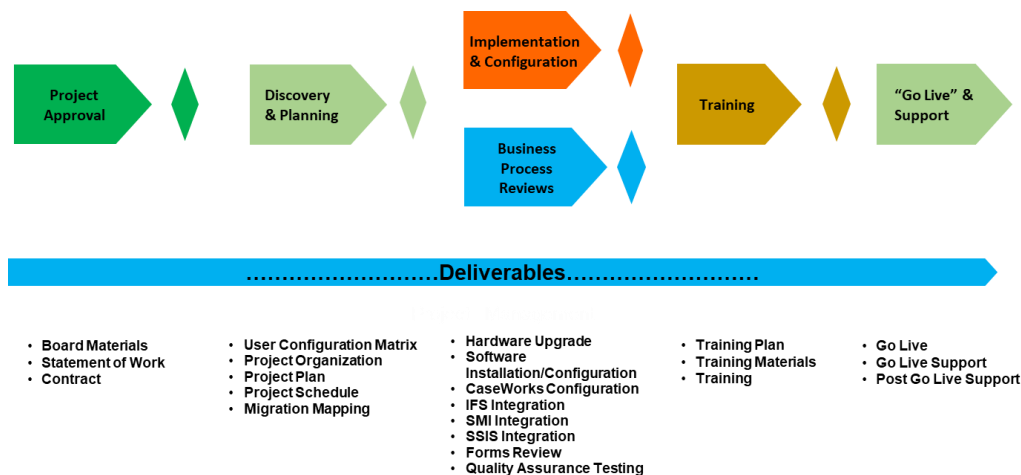
## Document Overview

The objective of this document is to record project goals, in scope and out of scope activities, roles and responsibilities, and assumptions for implementing the Caseworks Software Financial Services Edition, Child Support Edition, METS/MNsure Edition, and Social Services solutions within Aitkin County Health & Human Services Departments, specifically the Financial Services, Child Support, Social Services Units.

## Project Overview

The County is seeking to implement an Electronic Document Management System (EDMS) solution for their Financial Services Unit, Child Support Unit, and Social Services Unit. The Caseworks Software integrates back office data from the County's case management System of Record with SharePoint collaboration technologies – combining them with the County's business processes to create a productivity solution that transforms the way the aforementioned units complete their work.

The overall Project Process is summarized below:



## Project Goals

**Goal 1:** Implement an Electronic Document Management System that supports today's Programs and Services, is flexible to support future changes in State and Federal programs; and facilitates productivity gains in order to handle (some, not all) increases in case growth in the County's Financial Services, Child Support, and Social Services Units.

**Goal 2:** Implement an Electronic Document Management System which serves as a catalyst to streamline business process, improves the sharing and the security of the electronic document across all locations, and improve compliance within the County's Financial Services, Child Support, and Social Services Units.

**Goal 3:** Provide an Electronic Document Management System which will significantly reduce manual processing of paper (copying, handling, searching, and filing) by capturing the paper at the point of initial contact with the document; and by providing the capability to route, store, and retrieve the electronic documents after capture.

**Goal 4:** Provide an Electronic Document Management System which greatly improves the Worker's efficiency and effectiveness in the handling of their tasks; ultimately resulting in improved Customer Service.

**Goal 5:** Provide an intuitive, easy to use, and “friendly” Electronic Document Management System which greatly improves the employee experience resulting in improved employee morale and retention.

**Goal 6:** Provide application software and hardware which leverages the investment in the County's technology platforms standards.

## **Project Assumptions**

- Project will be implemented in 3 phases.
- Phase 1 implementation will include the Financial Services Edition, Child Support Edition, and METS/MNsure Edition. Phase 2 includes the Social Services Edition.
- Maxis is the Case Management System and the System of Record for Income Maintenance
- Prism is the Case Management System and the System of Record for Child Support
- METS is the Case Management System and the System of Record for MNsure
- SSIS is the Case Management System and System of Record for Social Services
- Off-site workers are fully supported, both during implementation and after Go Live
- All Status Meetings, Process & Forms Reviews, Training, Support will be accomplished virtually
- CaseWorks is hosted by Kandiyohi for all editions
- CaseWorks EDMS project deliverables include:
  - Implementation of 4 CaseWorks Editions; FSE, CSE, MSE, and SSE
- Document Management Solution that supports:
  - Maxis Case Documents
  - METS/MNsure Documents
  - Child Care Assistance Documents
  - Prism Case Documents
  - Prism Person Documents
  - SSIS Case Documents
  - Business Process Review and Documentation
  - Forms Review
  - Scanning Solution
  - Electronic Forms Management Solution
  - Activity and Appointments Management Solution
- Four Quality Assurance Teams are identified to assist in Discovery, Process Reviews, and QA Reviews (FSE, MSE, CSE, SSE)
- A “Hybrid” Model will be implemented (support for Team and Individual Case Management models)
- County business process will change to align with the application software features and workflows
- Workflows based on other MN County EDMS implementations
- Scanning accomplished in Client Meeting Rooms, Scan Stations, and at the Front Desk

**Caseworks Financial Services, Child Support, METS/MNsure,  
and Social Services Editions Implementation**

- Existing documents for Phase 1 and 2 will be migrated out of legacy system into CaseWorks. The County will engage an experienced vendor for the migration data extract. NCT will migrate documents and data as prepared by the County's vendor into CaseWorks.
- Counties will utilize the "local" forms already in CaseWorks, as much as possible
- Network infrastructure in place to support EDMS (e.g., Bandwidth, Connectivity, User Security, etc.)

## **Project Deliverables**

- When completed, the County Health & Human Services will have four fully implemented and supported CaseWorks Editions operational in their Health & Human Services Department. They include CaseWorks – Financial Services Edition; CaseWorks – Child Support Edition; CaseWorks – METS/MNsure Edition; and CaseWorks - Social Services Edition.
- The CaseWorks EDMS project deliverables include:
  - Implementation of 4 CaseWorks Editions; Financial Services (FSE), Child Support (CSE), MNsure/METS (MSE), Social Services (SSE).
    - Deploy and configure CaseWorks - Financial Services Edition, CaseWorks - Child Support Edition, CaseWorks - METS/MNsure Edition, and CaseWorks - Social Services Edition to be accessed and used by applicable County staff.
  - Document Management Solution that supports:
    - Maxis Case Documents
    - Child Care Assistance Documents
    - MNsure Case Documents
    - Prism Case Documents
    - Prism Person Documents
    - Provider Files
    - SSIS Case Documents
    - SSIS Media Files (video, audio, photo)
  - Business Process Review and Business Process Document
  - Forms Review
  - Scanning Solution (CaseWorks Scanning)
  - Capture Solution (Print2CaseWorks)
  - Electronic Auto-filled Forms Management Solution
  - eSignature Functionality (Transaction Costs not included)
  - County Attorney Features and Support (Child Support)
  - E-Filing Support (Child Support)
  - Court Appearances Support (Child Support)
  - Activity and Appointments Management Solution
  - Privileged Case Management
  - Automated Document Retention Process
  - Copy/Transfer Documents between Units
  - Implementation Team
  - Virtual End User Training

**Caseworks Financial Services, Child Support, METS/MNsure,  
and Social Services Editions Implementation**

- Virtual Go Live Support
- Virtual Refresher Training
- A fully supported set of CaseWorks EDMS solutions. The ongoing support include:
  - Help Desk Support (Tickets and/or Phone Calls)
  - Break/Fix Support
  - Feature Enhancements
  - Forms Maintenance

## In Scope Activities

Activity	Description
Project Management	<ul style="list-style-type: none"> <li>• Create and maintain project plan, including tracking timeline and task completion</li> <li>• Coordinate resources and activities</li> <li>• Review and manage NCT Professional Services budget</li> <li>• Facilitate the Weekly Status Meeting with Project Team to provide updates on next step tasks, current topics, scheduling, and overall project status.</li> </ul>
Business Process Review	<ul style="list-style-type: none"> <li>• Facilitate the Review of the current manual process</li> <li>• Document the new process representing the business processes after Caseworks Software Go Live</li> </ul>
System Install and Configuration	<ul style="list-style-type: none"> <li>• Install and Configure Caseworks Software Editions (FSE, CSE, MSE, and SSE) <ul style="list-style-type: none"> <li>– Insertion of existing state and local forms</li> <li>– Implementation of the forms management solution</li> <li>– Setting up the users and DocBoxes</li> <li>– Establishing the workflow activities within the system</li> <li>– Initiating the document management capabilities</li> <li>– Integrating the scanning solution</li> <li>– Initiating the Web Services with the State systems</li> <li>– Setting up email integration</li> <li>– Implement Activity Management Solution</li> </ul> </li> <li>• Support any uniqueness uncovered during Discovery</li> <li>• Add any unique Forms uncovered during Discovery</li> </ul>
Solution Deployment	<ul style="list-style-type: none"> <li>• Conduct Quality Assurance Review <ul style="list-style-type: none"> <li>– Provide a QA Review for the Quality Assurance Team to ensure that CaseWorks is functioning as expected, based on Discovery and Planning</li> <li>– Resolve issues (within project scope) identified during the QA Review</li> </ul> </li> </ul>
Training	<ul style="list-style-type: none"> <li>• Training <ul style="list-style-type: none"> <li>– Provide Training Materials</li> <li>– Conduct Virtual End User Training</li> </ul> </li> <li>• Provide virtual training to Read-only users</li> <li>• Provide virtual ongoing training during go live week</li> </ul>
Documentation	<ul style="list-style-type: none"> <li>• End user documentation</li> <li>• Administrator documentation</li> </ul>
Migration - Load	<ul style="list-style-type: none"> <li>• Load data &amp; document extract from legacy system. (NOTE: NCT does NOT prepare the data &amp; document extract)</li> </ul>

## Out of Scope Activities

Activity	Description
Migration - Data Extract	<ul style="list-style-type: none"><li>Work outlined in this SOW does not include data extract from existing or legacy systems,</li></ul>
3 <sup>rd</sup> Party integrations	<ul style="list-style-type: none"><li>Integration efforts with solutions <i>other than SMI and SSIS</i> are considered out of scope.</li></ul>
Other Divisions and Departments	Activities related to the implementation of Caseworks Software – FSE, CSE, MSE, and SSE other than the County’s Financial Services, Child Support, and Social Services Units 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 (Dani Gorman)

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, Xou Le Vang, or Megan Otto)

The Overall Project Manager is the individual responsible for the project implementation and will manage the day-to-day activities of the project for Aitkin 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 insure a successful implementation of the Caseworks Software - Financial Services Edition, Child Support Edition, METS/MNsure Edition, and Social Services Edition solutions.

### NCT Technical Architect/Lead (Clayton Ostler)

The NCT Technical Architect is the individual responsible for the design, configuration, and installation of the Caseworks Software - Financial Services Edition, Child Support Edition, METS/MNsure Edition, and Social Services Edition solutions at the client site.

### Project Sponsor (Sarah Pratt)

The Project Sponsor provides high-level oversight and guidance for the project to ensure that the project solution meets overall schedule and cost objectives.

### Quality Assurance Team (TBD)

The Quality Assurance team provides ongoing business expertise and insight on business processes, including input/feedback on current business processes. For the purpose of this project, this group is referred to as the Quality Assurance Team.

**Information Technology Subject Matter Experts – Hardware/OS, Desktop, LAN Admin (TBD)**

Information Technology Subject Matter Experts/Resources provide initial and ongoing technical expertise. They will provide technical insight and serve as the liaison between NCT and County IT resources.

**Aitkin County 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 Aitkin County and shall be maintained by NCT until final completion of the work.

**A. Comprehensive General Liability:**

## a. Coverage shall have minimum limits of:

- i. \$3,000,000 Aggregate
- ii. \$3,000,000 Products and Completed Operations Aggregate
- iii. \$1,500,000 Personal Injury and Advertising Injury
- iv. \$1,500,000 Each Occurrence
- v. \$ 100,000 Fire Damage Limit
- vi. \$ 5,000 Medical Expenses

## b. The policy should be written on an occurrence basis, not a claims-made basis

**B. Commercial Auto Liability:** Coverage shall have minimum limits of \$1,500,000 per occurrence, 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:

- a. \$2,000,000 per Wrongful Act or Occurrence
- b. \$4,000,000 Annual Aggregate

**E. Workers' Compensation and Employer's Liability Coverage:**

## a. Workers' Compensation limits are to be statutory per applicable state and federal laws

## b. Employer's Liability Coverage - Minimum Limits of:

- i. Bodily Injury by Accident: \$500,000 each accident
- ii. Bodily Injury by Disease: \$500,000 each employee
- iii. Bodily Injury by Disease: \$500,000 policy limit

**F. Special Requirements:** Aitkin County is to be included as an **Additional Insured** on both the Comprehensive General Liability and Commercial Auto Liability Policies.**G. Other Requirements:** Insurance shall be placed with insurers with a current A.M. Best rating of no less than A:VII

Current, valid insurance policies meeting the requirements herein identified shall be filed with Aitkin County before NCT commences a project and maintained during the named project's duration. A person authorized by the insurer to bind coverage should sign the Certificate. Renewal Certificates shall be sent to Aitkin County within thirty (30) days prior to any expiration date. There shall also be a thirty (60) days notification to Aitkin County in the event of cancellation or modification of any stipulated insurance coverage.

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



## Proposed Schedule

### Phase I CaseWorks FSE/MSE/CSE

### Exhibit Three

Task No.	Task	Resources	Start Date	End Date	Comment
1	Pre-planning - Kick-off Meeting	Both	5/20/2024	5/24/2024	Coordinate project schedule; kickoff planning
2	Technical Review	Both	5/20/2024	5/24/2024	
3	Server Hardware & OS Software Review & Setup	Both	5/20/2024	6/14/2024	
4	Project Management/Weekly Status Meetings	NCT	5/27/2024	10/11/2024	
5	All Team - Kick-off Meeting	Both	6/3/2024	6/7/2024	Communicate project plan; key dates; sneak peak demo of
6	User Matrix	Both	6/3/2024	6/21/2024	
7	Forms Review	Both	6/10/2024	6/14/2024	
8	Request SMI User Credentials	County	6/10/2024	6/21/2024	Includes Maxis and/or Prism
9	Request PRISM one time download	County	6/10/2024	6/14/2024	
10	Establish data connections & FSE/MSE Daily Downloads	NCT	6/10/2024	6/21/2024	
11	Data Integration	NCT	6/21/2024	6/28/2024	
12	Migration Mapping	Both	6/24/2024	7/19/2024	
13	Application Software Set-up & Configuration	NCT	6/21/2024	7/5/2024	
14	Workstation Setup (Users)	County	7/1/2024	7/19/2024	
15	Business Process Reviews and Documentation	Both	6/24/2024	8/9/2024	
16	Identify & Review AutoSend Copy List	County	7/8/2024	7/19/2024	
17	Create Local Forms	NCT	8/5/2024	9/13/2024	
18	Application Software Configuration	NCT	8/12/2024	8/23/2024	
19	Quality Assurance Review - Internal	NCT	8/19/2024	8/23/2024	
20	End User Access Sessions	Both	8/26/2024	8/30/2024	
21	Request 2nd PRISM download	County	8/12/2024	8/16/2024	
22	Quality Assurance Review - External	Both	9/2/2024	9/6/2024	Utilize Quality Assurance Team; Offices closed 9/2
23	End User Training	NCT	9/16/2024	9/20/2024	Multiple session offerings; total 1.5 days training for all users
24	Go Live	Both	9/23/2024	9/23/2024	
25	Post Go Live Support	NCT	9/23/2024	9/27/2024	
26	Migration	NCT	9/23/2024	12/1/2024	

Phase II  
CaseWorks SSE

Task No.	Task	Resources	Start Date	End Date	Comment
1	Pre-planning - Kick-off Meeting	Both	6/24/2024	6/28/2024	Coordinate project schedule; kickoff planning
2	Project Management/Weekly Status Meetings	NCT	7/8/2024	10/18/2024	Once infrastructure tasks completed, IT need only attend as requested
3	All Team - Kick-off Meeting	Both	7/8/2024	7/12/2024	Communicate project plan; key dates; sneak peak demo of CW
4	Technical Review	Both	TBD	TBD	
5	User Matrix	Both	7/15/2024	8/2/2024	
6	Forms Review	Both	7/15/2024	7/19/2024	
7	Server Hardware & OS Software Review & Setup	Both	TBD	TBD	Infrastructure setup completed through Phase 1
8	Establish data connection SSIS Connection	NCT	7/8/2024	7/12/2024	
9	Data Integration	NCT	7/15/2024	7/19/2024	
10	Application Software Set-up & Configuration	NCT	7/15/2024	8/2/2024	
11	Workstation Setup (Users)	County	7/22/2024	8/16/2024	
11	Migration Mapping	Both	7/22/2024	8/16/2024	
12	Business Process Reviews and Documentation	Both	7/29/2024	9/13/2024	
13	Create Local Forms	NCT	9/13/2024	10/11/2024	
14	Quality Assurance Review - Internal	NCT	9/16/2024	9/20/2024	
15	End User Access Sessions	Both	9/23/2024	9/27/2024	
16	Quality Assurance Review - External	Both	9/30/2024	10/4/2024	Utilize Quality Assurance Team
17	End User Training	NCT	10/14/2024	10/18/2024	Multiple session offerings; total 1.5 days training for all users
18	Go Live	Both	10/21/2024	10/21/2024	
19	Post Go Live Support	NCT	10/21/2024	10/25/2024	
20	Migration	NCT	NA	NA	

This Software Support Agreement ("Agreement") is entered by and between Next Chapter Technology, Inc. ("NCT" or "Company"), a Minnesota corporation, with its principal place of business at 7700 Equitable Drive, Suite 200, Eden Prairie, MN 55344 and Aitkin County on behalf of Aitkin County Health & Human Services (County), with its principal place of business at 204 1<sup>st</sup> Street NW, Aitkin, MN 56431.

Whereas, NCT and County have entered into a Software License Agreement, which sets forth the terms and conditions under which the County is licensing the NCT Caseworks Software – Financial Services Edition, Child Support Edition, METS/MNsure Edition, and Social Services Edition ("Software");

Whereas, the County acknowledges the Software is meant to be supported software and desires to obtain Software Support services described herein in connection with its use of the CaseWorks Software, and

Whereas, NCT desires to provide those software Support Services;

**NOW THEREFORE**, in consideration of the covenants set forth herein, the parties agree as follows:

**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 NCT.
- b. "CaseWorks Software (Financial Services Edition, Child Support Edition, METS/MNsure Edition, or Social Services Edition)" or "CaseWorks Software" or "Software" shall mean the components of the NCT Software as described in the Software License Agreement.
- c. "Term" shall have the meaning set forth in Section 1 below.
- d. "Designated Representatives" shall mean the County employee(s) who is trained and continues to keep updated with the ongoing product details of the CaseWorks Software.
- e. "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 Software License Agreement.

1. **Term and Price.** This Agreement shall begin on the date the Software License Agreement is signed by the County for an initial term ending on December 31, 2028. The term of this Agreement shall automatically renew for successive one (1) year renewal terms on January 1 of subsequent years unless either party delivers written notice to the other at least 60 days prior to the end of the then-current term of its intent not to renew. Invoicing for such renewal terms shall occur approximately 60 days prior to the date Software Support services begin and payment will be due on January 15<sup>th</sup>. NCT will provide pricing to county 6 months prior to contract renewal. In the event that the County terminates its Software Support services, and the County thereafter wish to reinstate those Software Support services (and NCT agrees to such reinstatement), in addition to the then-existing rate for Software Support services, NCT may require the County to pay a Reinstatement Fee equal to thirty five percent (35%) of such then-existing rate. All amounts due for Software Support services, including any Reinstatement Fees, are due in advance, in full, and prior to the provision of any Software Support services. The amounts due from the County will be in accordance with the schedule listed below.

Support Year	FSE/MSE	CSE	SSE	Total Annual Support
Jan - Dec 2024	*5,082	*3,675	*16,014	24,771
Jan - Dec 2025	21,341	15,435	33,941	70,717
Jan - Dec 2026	22,408	16,207	35,638	74,253
Jan - Dec 2027	23,529	17,017	37,420	77,966
Jan - Dec 2028	24,705	17,868	39,291	81,864

\*Prorated based on Go Live

2. County Responsibilities. The County will be responsible for the following:
  - a. Installing any updates to user workstations required for CaseWorks Software including but not limited to Print2CaseWorks, PDF viewer settings, scan drivers, etc.
  - b. Keeping its software, hardware and network in proper working order.
  - c. Maintaining trained designated representatives with a working knowledge of the County software programs and system hardware;
  - d. Promptly notifying NCT of Errors, and upon request, providing to NCT written documentation with respect to any such Errors; and
  - e. In order to maintain its right to obtain Software Support services, including remote troubleshooting and other diagnostic and repair functions, the County must provide NCT with access (via the secured Internet) to servers running the NCT CaseWorks Software whenever necessary to troubleshoot or fix a specific problem that has arisen and for which assistance has been requested pursuant to this Software Support Agreement. The County will communicate with NCT with respect to Software Support services only through its Designated Representative.
  
3. Services Provided. NCT will provide Software Support services as set forth in this Agreement. All Software Support services shall be provided on a remote basis unless specific arrangements are made for on-site support as described in Section 4(d) herein below. The County's right and ability to receive Software Support services is based on NCT's ability to access the NCT CaseWorks Software and the servers on which it runs, via a secure Internet connection.
  - a. Telephone Support. Telephone assistance for the NCT Software 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 NCT support number, or by sending an email, to NCT. NCT will use commercially reasonable efforts to respond to requests for Software 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 NCT's then-current hourly rate (presently \$150 per hour).
  - b. Error Corrections. NCT will use commercially reasonable efforts to correct any Errors in the CaseWorks Software, replace the NCT CaseWorks Software with functionally equivalent software, or provide a work-around or patch for the portion of the NCT 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 NCT Software licensed under Software License Agreement, and shall be provided subject to the terms and conditions contained in such Software License Agreement.
  - c. Updates. From time to time during the term of the Software Support Agreement, NCT may provide the County with enhancements to or fixes of the existing version of the NCT Software and related Documentation (hereinafter "Updates"), which are released by NCT as part of the NCT support program. Any such Updates will be provided at no additional charge to the County

who are then-receiving continuous Software Support services at time the Update is released and are not in default hereunder or under the Software License Agreement. All Updates will be deemed part of the NCT Software licensed under the Software License Agreement, and shall be provided subject to the terms and conditions contained in such Software License Agreement. Nothing herein shall be construed as requiring NCT to provide enhancements or versions or updates that are generally not made available free of charge to all other clients of NCT.

- 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 NCT's option, include, timesaving technical tips, online support, a download library of Updates, and Documentation associated with the NCT Software.
- e. Response Levels. NCT will respond to service related incidents and/or requests for Support Services relating to Errors submitted by the County 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.

4. 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. NCT 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, County 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. NCT 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, County 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 County. A Severity 1 or 2 issues could be downgraded to this severity if a temporary work-around is available. NCT will use commercially reasonable efforts to resolve Severity 3 issues within 40 business hours.

5. Limitations. Software Support services shall not apply to the following:

- a. New NCT Software. Any product or module, which is designated by NCT as a new product, will not be included in Software Support services. Where NCT makes a new product available, the County may obtain such product from NCT pursuant to its regular purchasing practices. Upon purchasing the new product, the County 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 NCT Software will be deemed obsolete one hundred twenty (120) days following receipt by the County of a new update superseding the prior version of the NCT Software. NCT will not support obsolete versions of the NCT Software provided, however, that if installation of the new version requires the County to pay a new license purchase price, the County 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 NCT be required to support an obsolete version of the NCT Software for more than twelve (12) months from the date of release of an Update superseding the prior version of the NCT Software.

- c. Misuse. NCT will not provide Software Support services with respect to problems with the NCT Software or other product which results from any negligent conduct or misuse by the County, its employees or agents, or any other third party or for any reason beyond NCT'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 NCT;
  - iii. a failure to maintain proper environmental conditions, including malfunction or modification of the County's systems or failure of the County 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 NCT Software 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 Software License 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 County facilities or other remote locations is not included within the Software Support services provided hereunder. Such diagnostic and remedial assistance at the County facilities or other remote locations may be obtained by the County by purchasing separate consulting services from NCT at NCT's then-existing rates, plus expenses.
- e. Network. The County shall take full responsibility for all maintenance and support of any network linked to the CPU containing the Software.
- f. Reporting. The County shall keep an accurate event log showing the incident of trouble, the action taken by the County personnel with respect to the incident, as well as report of trouble by the County to NCT. Upon request by NCT, the County shall provide a report to NCT relating to the foregoing. NCT shall keep an accurate event log showing the incident of trouble, the action taken by NCT's personnel with respect to the incident, as well as a report by NCT to the County.
- g. No Expansion of Software Support Services. No action by NCT 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 NCT), and (b) electrical work external to the Software in this Software Support Agreement.
6. Disputes; Good Faith Negotiation. It is the expressed desire of both parties that a good faith effort be made to resolve all disputes prior to the resort to judicial proceedings. Accordingly, it is agreed that any dispute arising out of the terms of this Software Support Agreement shall be made in writing, describing each dispute in detail and include documentation sufficient to evidence the nature of the dispute. The writing shall be delivered to the other party at the address set forth in the Notices provision hereof. The party receiving the dispute shall respond in writing within thirty (30) days and shall provide documentation supporting its response. Following such delivery and response, the parties shall engage in direct, good faith negotiations for the following thirty (30) days in an effort to resolve all disputes. If the parties are unable to reach an agreement, and in the absence of a written agreement to extend the negotiation period, either party may seek judicial relief .
7. Events of Default. The following acts of commission or omission shall constitute an event of default hereunder and shall allow the non-defaulting Party to terminate this Software Support Agreement, where the default is not cured after 45 days (or for non-payment of funds due, 10 business days) of written notice following completion of required Dispute Resolution as described in paragraph 5, above.
- a. any breach of the Software License Agreement;
  - b. any unlawful, unauthorized or fraudulent use of the NCT Software or the third party software;

- c. any failure by the County to make payment in full under this Support Agreement when due;
- d. any import of the County data into (or export of data from) the Software using any means not specifically provided for in the applicable Documentation or otherwise specifically authorized in writing by NCT; or
- e. a breach of any other term hereof.

This Agreement shall terminate automatically upon the termination of the Software License Agreement. Payment of Software Support services is non-refundable.

8. Indemnification.

- a. Intellectual Property Infringement Indemnification. NCT shall defend, indemnify and hold harmless the County, its directors, officers, employees, affiliates and agents (each a "County Indemnified Party") at NCT's expense from and against any suit, claim, action or proceeding brought against County 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 Software as provided by NCT 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 (c) (Procedure) of this Section 7. For the avoidance of doubt, under the foregoing indemnity NCT will, where applicable, pay any damages and costs awarded against County by final judgment of a court, or the amount of any agreed settlement regarding any such Claim. NCT shall have no liability for settlements, obligations or costs incurred without its prior written consent. Should County's use of the alleged infringing Software be enjoined, or in the event that NCT desires to minimize its potential liability hereunder, NCT will, at its option and expense, (a) substitute non-infringing Software with functionality which is substantially similar to that of the allegedly infringing Service; (b) modify the infringing Service so that it no longer infringes but its functionality remains substantially equivalent; or (c) obtain for County the right to continue use of such Service. If, in NCT's sole discretion, none of options set forth in the foregoing sentence is commercially reasonable, NCT will terminate this Agreement respect to the allegedly infringing Service(s) and refund to County on a pro-rated basis, any pre-paid fees for the allegedly infringing Service(s). NCT shall have no obligation to defend and indemnify any IP Claim to the extent the claim alleges: (i) any combination by County of equipment, processes, content or software with NCT's Software, if such claim would have been avoided but for such combination; (ii) modification of the Service(s) by a party other than NCT, if such claim would not have occurred but for such modification; or (iii) County's failure to use updated or modified product which is provided by NCT at no cost to County to avoid or cure such claim, after notice by NCT to County of the availability of such updated or modified product. The foregoing states the entire liability and obligations of NCT and County's sole remedy for infringement, alleged infringement, or any breach of warranty of non-infringement, express or implied.
- b. General Indemnity. Each of County and NCT, 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) ("Losses") 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 Negligence. "Negligence" means failure to exercise reasonable care under the circumstances.
- c. Procedure. In the event a party seeks indemnity under (Indemnification), 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 7, 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 (iii), 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 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 the 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.

9. **Disclaimer of Warranties.** Except as specified herein, NCT hereby disclaims all other representations, warranties, conditions and covenants with respect to Software Support services provided in association with the CaseWorks Software, whether express, implied, or statutory, including warranties and conditions of merchantability, satisfactory quality, fitness for a particular purpose, performance, accuracy, reliability, security and noninfringement. NCT also makes no warranty regarding (i) non-interruption of use, (ii) freedom from bugs, (iii) the availability and/or functionality of third party products, services, API's, and/or integrations that are made available by any third party, and/or (iv) that any product or service will meet the County's requirements. This warranty shall immediately become null and void in its entirety in the event that Licensee fails to maintain or to use the Software in accordance with the applicable terms of use, or to notify NCT promptly in the event of any suspected defects or malfunctions and/or errors. NCT's sole obligation, and Licensee's sole and exclusive remedy for breach of the warranty set forth in this section, shall be, at NCT's election, for NCT to remedy such breach in a manner consistent with NCT's regular business practices or for NCT to refund a pro rata amount of fees for the defective Software or services. NCT does not warrant that the operation of the Software will be uninterrupted or error-free or that all deficiencies, errors, defects or nonconformities will be corrected. NCT does not warrant any hardware, third party software (including without limitation MS-SharePoint), updates/releases or Software Support services. Updates/releases and Software Support Services are provided 'as is.' This disclaimer of warranty constitutes an essential part of this Agreement.
10. **Limitation of Liability.** NCT's entire liability for all claims or damages arising out of or related to this Agreement and the Software, regardless of the form of action, whether in contract, tort or otherwise, will be limited to and will not exceed, in the aggregate 4 times the amount paid or payable to NCT under this Agreement during the twelve month period preceding the event giving rise to the claim. In no event will NCT be liable for loss of income, profit or savings or indirect, incidental, consequential, exemplary, punitive or special damages of any party, including third parties, even if NCT or its agent has been advised of the possibility of such damages in advance. These limitations shall apply despite the failure of the essential purpose of any remedy.

The foregoing limitations of liability allocate the risks between NCT and the County and form a material basis of the bargain between the parties. NCT's pricing reflects this allocation of risk and the limitation of liability specified herein.



11. No Partnership or Agency Relationship. The relationship between NCT and the County 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.
12. No Third Party Beneficiary. The provisions of this Agreement are for the benefit only of the parties hereto, and it is not the intention nor shall any third party be allowed to enforce or benefit from any of the provisions hereof.
13. Successors and Assigns. This Support Agreement shall be binding upon and inure to the benefit of each Party's successors and permitted Assignees. This Support Agreement and the License granted herein shall not be assigned or transferred by either party without the prior written consent of the other party, except however NCT may assign this Agreement to an affiliate or successor in connection with a reorganization, merger, consolidation, acquisition, or other restructuring, whether via asset sale, by sale of stock or otherwise.
14. Force Majeure. In the event performance of this Agreement, or any obligation hereunder, is prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Client, or any other circumstances beyond the reasonable control and without the fault or negligence of the party affected, the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both parties shall proceed whenever such causes are removed or cease.
15. Governing Law; Jurisdiction. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Minnesota, excluding its conflict of laws rules. The Uniform Commercial Code will not apply. Venue of all proceedings related to this Agreement shall be in Aitkin County, Minnesota.
16. Amendment. This Agreement, together with all attachments and exhibits, may be amended, modified or changed only by written agreement signed by authorized representatives of both parties.
17. Headings. The titles in the headings of paragraphs are intended for organization and convenience only and do not apply in the interpretation of any of the Agreement terms.
18. Rule of Construction. The parties acknowledge that they have both participated fully in the drafting of this Software Support Agreement. Accordingly, no rule of construction requiring interpretation against a drafting party shall apply in the interpretation of this Software Support Agreement.
19. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provisions or part(s) thereof shall be stricken from this Software Support Agreement and such provision shall not affect the legality, enforceability, or validity of the remainder of this Software Support Agreement. If any provision or part thereof of this Software Support Agreement is stricken in accordance hereof, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

20. Notices. Except as otherwise provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed given upon delivery if dispatched by (a) registered or certified mail, postage pre-paid, return receipt requested (b) by overnight courier or by hand delivery, or (c) by first class mail, facsimile, or other means of communication if receipt is acknowledged in writing by the other party. Notices shall be provided to the following named persons or their successors unless otherwise stated in this agreement or in a modification of this Agreement.

**Next Chapter Technology:**

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

**County:** Aitkin County

Sarah Pratt, Director of HHS  
204 1<sup>st</sup> Street NW  
Aitkin, MN 56431

21. Binding Effect. This Agreement shall be binding upon the parties, their affiliates, subsidiaries, successors and assigns, particularly any successor including any successor to NCT or successor governmental organizations authorized to provide the public safety functions currently provided by the County and any successors or assigns of such authority.
22. No Waiver. Failure to enforce any provision of the Agreement by either party shall not constitute a waiver of that party's right to enforce that section, paragraph or portion of this Agreement.
23. Responsibility for Costs. Except as otherwise provided in this Agreement, each party shall pay all of its own fees and expenses incurred or to be incurred in negotiating this Agreement, in closing and carrying out the transactions contemplated by this Agreement, and in any litigation between the parties related to the enforcement of terms of this Agreement.
24. Representation of Authority. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Software Support Agreement is a valid and legal agreement binding on such parties and enforceable in accordance with its terms and that all approvals required to perfect such authority have been received
25. Entire Agreement. This Agreement, along with the Software License Agreement, as well as any other documents acknowledged by the Parties, in writing, to be applicable, contains the entire understanding of the parties with respect to the provision of Software Support services and supersedes all previous verbal and written agreements, representations or warranties of any kind made by or between the parties. If any conflict between these documents becomes apparent, the Software License Agreement shall be deemed to be the controlling document.



## Exhibit Five

May 1, 2024

Sarah Pratt, Director  
Aitkin County Health & Human Services  
204 1<sup>st</sup> Street NW  
Aitkin, MN 56431

### **Purchase Agreement**

Description	Unit Cost	Units	Total
Primary System - Client Licenses	1,250	47	58,750
Scanning Solution - Client Licenses	500	47	23,500
Read-Only/Approver - Client Licenses	250	17	4,250
Activity Management - Edition License	15,000	1	15,000
Records Center - Edition License	5,000	3	15,000
Case Management - Edition License	5,000	3	15,000
Forms Management - Edition License	5,000	3	15,000
Approval /Signature Management - Edition License	7,000	1	7,000
Archive Module	5,000	3	15,000
CaseWorks MNsure - Edition License	15,000	1	15,000
CaseWorks Connect	15,000	1	15,000
CaseWorks Portal	25,000	1	25,000
<b>Total Licensing</b>			<b>223,500</b>

Additional software licenses can be based on the following fee schedule:

1. CaseWorks Primary System License \$ 1,250
2. CaseWorks Scan Solution License \$ 500
3. Caseworks - Read Only License \$ 250

The annual software support cost is calculated at 30% of the licenses cost. The cost includes the maintenance and support of all forms.

This Purchase Agreement is valid for 30 days.

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/paskeys 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.

## **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.



## AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 218-927-7210

### **Contract**

Kandiyohi County Electronic Document Management System (EDMS) Hosting Agreement

### **Objective**

ACHHS desires to implement an EDMS within their agency consisting of document scanning, electronic document management, electronic forms, and activity management, with one standard workflow and business process across the agency, ensuring a negotiation of shared resources, authority, and accountability for human services programs.

### **Opportunity**

Kandiyohi County will provide the technological “Host Environment” with a centrally located server in Willmar, and the CaseWorks User Group will be responsible for all workflow decisions.

### **Existing or New Contract**

This contract is a new contract.

### **Changes to Existing Contract**

N/A

### **Timeline for Execution**

January 1, 2024 to December 31, 2024 (automatically renews for successive one (1) year renewal terms on January 1 of each year unless either party delivers written Notice of Termination as defined in Agreement.

### **Conclusion**

ACHHS is seeking approval of this contract.

“This institution is an equal opportunity provider.”

# **Agreement Governing Participation in an Electronic Document Management System Implementation Project for Programs Hosted by Kandiyohi County**

This agreement is entered into by and between the **County of Kandiyohi**, a Political Subdivision existing under the laws of the State of Minnesota, acting through its Human Services Division, 400 Benson Ave, Willmar, MN 56201, hereinafter referred to as the "Host", and **Aitkin County**- a Political Subdivision existing under the laws of the State of Minnesota, acting through its Health and Human Services Department, 204 1<sup>st</sup> ST NW, Aitkin, MN 56431; hereinafter referred to as "Member".

## **WITNESSETH:**

WHEREAS, current public funding allocated to the provision of human services is out of alignment with the quantitative and qualitative demand for services, making the current manual systems unsustainable for the near future; and

WHEREAS, Aitkin County desires to implement an Electronic Document Management System within their Social Services Department consisting of document scanning, electronic document management, electronic forms, and activity management, with one standard for workflow and business process across the agency, ensuring a negotiation of shared resources, authority, and accountability for human services programs; and

WHEREAS, Kandiyohi County will provide the technological "Host Environment" with a centrally located server in Willmar, and the CaseWorks User Group will be responsible for all workflow decisions; and

WHEREAS, a means of financing both the anticipated startup costs and anticipated annual maintenance costs has been identified in the proposed terms and conditions set forth in this Agreement; and

WHEREAS a vendor for software, software maintenance, and professional services has been selected, Next Chapter Technology, Inc. (NCT) hereinafter referred to as "NCT

NOW THEREFORE, in consideration of the mutual covenants and promises between the parties set forth herein, it is hereby agreed that:

## **I. DEFINITIONS**

Annual maintenance costs – annual costs necessary for maintenance of the Software.

Activity Management – a client flow and schedule management tool that improves the assignment, coordination, and communication of scheduled and non-scheduled appointments.

Business Managers – Financial Assistance supervisors and managers.

Business Process – the collection of related, structured activities and tasks that result in determination of eligibility for Income Maintenance public assistance programs.



CaseWorks Editions – Editions of CaseWorks, typically tied to a State System of Record. Following are the current CaseWorks Editions and their Systems of Record:

- Income Maintenance Edition – MAXIS
- Child Support Edition – PRISM
- METS Edition – Curam
- Social Services Edition – SSIS
- Accounting - ACE

Electronic Document Management System (EDMS) – utilization of electronic systems and methods to store and route case information rather than traditional paper files.

Go Live – the first productive use of the Software on Host Environment, by the Member, after completion of Software installation, testing and training.

Host – **Kandiyohi County**

Host Environment – test and production servers on which applications, databases, and documents reside and connectivity to those servers.

Member – **Aitkin County Health and Human Services** and any additional Counties that become part of the multi-County EDMS.

Participating User - projected estimate of each actual seat or users who access the system.

Product Updates and Upgrade - those improvements and/or modifications to the software that the Vendor generally makes available as part of the Annual Software Support Agreement.

New Product Modules - any product releases, including added functionality or major enhancement of the software, which the Vendor markets and licenses for additional fees separately from updates and upgrades. The term includes new modules and applications marketed by Vendor that pertain to the electronic document management system.

Project Sponsor – Social Services Director from **Aitkin County Health and Human Services**.

Project Manager – Individual assigned to manage project resources, budget, and communications during the implementation phases of each CaseWorks Edition implementation.

Software - Caseworks and related software provided by Next Chapter Technology, Inc.

Startup costs – funds used to develop and implement the Income Maintenance EDMS scanning, document management, electronic forms, and activity management across the multi-County environment.

Statement of Work (SOW) - a signed document between the Vendor and the Member.

Users – Human Services workers.

Work flow - a sequence of operations declared as work of a person, a group of persons, or an organization of staff.

## **II. DESIGNATED REPRESENTATIVES**

The Kandiyohi County Information Technology Services Director, Scott Hovland, at telephone number (320) 231-6204, is the representative of Kandiyohi County and will administer this Agreement for and on behalf of the Host.

Representatives of Members are as follows:

Sarah Pratt  
Health and Human Services Director  
204 1<sup>st</sup> ST NW  
Aitkin, MN 56431

Changes in designated representatives shall be restricted to Directors/Director Level Administrators of charter counties.

To assist the parties in the day-to-day performance of this Agreement and to develop service, ensure compliance, and provide ongoing consultation, liaisons shall be designated by Host and each Member. The parties shall keep each other continually informed, in writing, of any change in the designated liaison.

## **III. VENDORS**

### **A. Software:**

Next Chapter Technology, Inc. 7700 Equitable Drive, Suite 200, Eden Prairie, MN 55344. The Designated Representative of the Vendor is Cathy Wassenaar, CEO.

### **B. Services: Start-Up Project Management**

Next Chapter Technology, Inc. 7700 Equitable Drive, Suite 200, Eden Prairie, MN 55344. The Designated Representative of the Vendor is Cathy Wassenaar.

## **IV. NOTICES**

All notices and demands pursuant to this Agreement shall be directed in writing to the Host and to each Member.

## **V. SHARED ASSUMPTIONS AND ASSURANCES**

In entering into this Agreement, the Host and Member Counties have shared assumptions and give shared assurances. These shared assumptions and assurances include:

- A. The business development approach is to establish a common infrastructure which will be used as a catalyst to redesign and streamline business processes across all Members.
- B. Kandiyohi County will provide the host and test environments for the electronic document management system software.
- C. Agreed upon technical findings and recommendations will be implemented by each impacted Member.
- D. The Member will identify one person to be the liaison to the Host County. That individual will be the point person for the end users and will in turn relay technical issues to Host County Technology Services Department. This person will assist

the vendor with local installations and system support for training, go-live, and related activities.

- E. If at some point a request is made to Host to change the Functional Specifications, the Host Technology Services Director will:
- Determine if a solution will meet the requesting Member's business requirements exactly without impacting Host or other Members;
  - Determine if a current business process can be changed to accommodate the requesting Member's needs; and
  - Decide, with the help and support of the Vendor, to initiate a change to the Functional Specifications or to deny the request.
- F. If a request to change the Functional Specifications is denied pursuant to the above paragraph V.E., the decision may be appealed by the Member to the CaseWorks User Group. If the User Group approves the proposed change(s), the Software will be modified for all Members. Costs for changes may be assessed to the requesting Member only.

## **VI. COST ALLOCATIONS**

In entering into this Agreement, the Host and Member Counties agree to purchase and maintain Software licenses, support, maintenance, and training as follows:

### **A. Initial Costs**

- 1) **License** – Host and Members must obtain and maintain, at their own cost, a limited, non-exclusive, perpetual license to the Software and Interfaces, including all future revisions, Product Upgrades and Product Updates. Any additional software licenses acquired by a Member are the financial responsibility of the individual acquiring Member. The invoice for the licenses purchased, as well as the associated ongoing maintenance should be billed directly to the acquiring Member by the Vendor. All member Counties must show proof of Microsoft licensing compliancy. Failure to provide proof within 30 days of request will result in a disconnection of services.
- 2) **Annual Software Support** – Host and Members must obtain and continue, at their own cost, maintenance services from the Vendor to comply with the License requirements above.

### **B. Start-up Costs:**

- 1) All Members will be charged a one-time "Set-up" Fee which will cover the labor necessary to register the Member on the Host County environment. Each Member shall be responsible for their individual client hardware and infrastructure improvements. The Members allocation for the one-time set up fee is as follows:
  - Income Maintenance Edition/METS (MNSure) - \$2000
  - Child Support Edition - \$2000
  - Social Services Edition - \$2000
  - Accounting (ACE) - \$0
- 2) There shall be no net increase in costs to Host. Kandiyohi County will be responsible for costs related to the establishment of a Hosting Environment and a Test Environment prior to full implementation in the Member Counties.

- 3) All training for the Start-up of the Members is defined as Initial Training. The cost allocation to the Members for Initial Training is based on the NCT contract between the Member and Next Chapter Technology, Inc

**C. Ongoing Costs:**

- 1) Each member will be charged an Annual Kandiyohi County EDMS Support charge as follows: The initial year will be billed on a prorated basis.  
Income Maintenance/METS (MNsured) - \$2000  
Child Support – \$2000  
Social Services - \$2000  
Accounting (ACE) - \$0
- 2) The Ongoing Cost charge is in place to cover infrastructure upgrades, costs associated with support of the infrastructure, and replacement of hardware.
- 3) Ongoing costs do not include costs incurred by a Member to meet its individual needs (i.e. not intended to be shared by or to benefit other Members), such as consulting, implementation, customization, education and training-related services, service to other products; maintenance of software that has been modified or repaired by someone other than Vendor; and modification or repair of damage to hardware or software caused by failure to continually provide a suitable operating environment (regardless of cause) or by using the software for other than the purposes for which licensed. Such costs shall be paid directly by the Member receiving such services.
- 4) Host will prepare annual invoices for costs. Members shall remit payment to Host for invoices within thirty (30) days unless other arrangements are agreed upon by the Host and Member Counties.

**D. Database and Server Costs**

- 1) The server and database licenses have been purchased by Host with software assurance so as to keep both the server operating system and the database software up to date and supported. Costs for licenses and maintenance are included in the fee defined in C1 above.
- 2) The production server hardware has been purchased and will be maintained by Host IT.
- 3) The backup server hardware has been purchased and will be maintained by Host IT.
- 4) Host IT will be responsible for initial load and ongoing maintenance and support of all server hardware and server operating and database management software.
- 5) Member service requests to the Vendor shall pass through the Host IT Help Desk as identified by Kandiyohi County.

## **VII. FILES NOT NECESSARY FOR “GO LIVE”**

Back file conversion is not in the scope of this project, unless specifically identified, and therefore not considered. However, the preparation of the manual case file and the scanning of the manual case files into the Electronic Data Management System (referred to as the File Prep Process and the File Scan Process) are the responsibility of each of the Members as they prepare for their individual EDMS “Go Live”.

## **VIII. DURATION**

The term of the Agreement shall be in effect from January, 2024 through December 31, 2024. This Agreement may be supplemented, amended or revised only in writing by agreement of all parties. The term of this Agreement shall automatically renew for successive one (1) year renewal terms on January 1 of each year unless either party delivers written Notice of Termination as defined below.

## **IX. NOTICE OF TERMINATION**

Written notice of termination shall be made by certified mail or personal delivery directed to each party specified in the Notice section of this Agreement. Notices are deemed effective upon delivery to the Host and each Member’s authorized representative. Written notice is required 90 days prior to renewal to be effective for the following year.

## **X. EFFECT OF TERMINATION**

Termination of this Agreement shall not discharge any liability, responsibility, or right of any party which arises from the performance or failure to adequately perform the terms of this Agreement prior to the effective date of termination, nor shall termination discharge any obligation which by its nature would survive after the date of termination. Early termination prior to the termination terms herein will not absolve any parties from the funding obligations set forth in this Agreement.

## **XI. FUTURE MEMBERS**

The Project may be expanded in the future to include other counties. Kandiyohi County will determine if the hosting environment can support additional members. New Members will be held to the same requirements, policies, governance, financial obligations, and duties for all other matters as they relate to this Agreement. New Members will be incorporated into this written Agreement and into all other legal documents related to this project.

## **XII. ASSIGNMENT**

No party may assign this Agreement without the prior written consent of every other party, and such consent shall not be unreasonably withheld.

### **XIII. NEUTRAL CONSTRUCTION**

The parties to this Agreement agree that this Agreement was negotiated fairly between them at arm's length and that the final terms of this Agreement are the product of the parties' negotiations. Each party warrants and represents that it has sought and has received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The parties agree that this Agreement shall be deemed to have been jointly and equally drafted by them and that the provisions of this Agreement therefore should not be construed against a party or parties on the grounds that the party or parties drafted or was more responsible for drafting the provision.

### **XIV. DATA PRACTICES**

Pursuant to Minnesota Statutes Chapter 13 (the Minnesota Government Data Practices Act, or MGDPA), Host and Members agree that they will continue to be responsible authorities for data created by their agency. Nothing in this Agreement shall result in any change in responsibilities for data practices requests, data access procedures, and compliance responsibilities of the individual agencies. Host and Members agree that the originator of the data continues to own the data and responsibilities attendant to creation and maintenance of such data. All requests for data under the MGDPA will be forwarded to the agency that created the data.

### **XV. SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

### **XVI. ENTIRE AGREEMENT AND REMEDY**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing executed by the parties to this Agreement and by no other means. Each party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

### **XVII. MINNESOTA LAW**

This Agreement shall be governed by the laws of the State of Minnesota. Any litigation regarding this Agreement or its contents shall be filed in the County of Kandiyohi, if in state court, or in the federal district court nearest to Kandiyohi County, if in federal court.

### **XVIII. AUTHORITY**

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles, and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by

such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with.

## **XIX. CYBER EVENTS**

The host will strive to meet all security and technology circumstances. Standard data protection practices, backups, and access limitations shall be implemented. Should a cyber event occur, Host County shall notify hosted entities as soon as practical. Hosted entities accept the efforts of the host and shall hold them harmless for any CyberEvents, defined as any unauthorized access, data breach, or other cybersecurity incident.

## **XX. INDEMNIFICATION**

Each party will be responsible for its own acts and behavior and the results thereof.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed intending to be bound thereby.

### **MEMBER**

<b>COUNTY OF AITKIN</b>		As to form:
By: _____ Board Chair	By: _____  Sarah Pratt Health and Human Service Dir	<u>By:</u> _____  James Ratz Aitkin County Attorney
Attest _____ Administrator		
Date: _____	Date: _____	<u>Date:</u> _____

### **HOST**

<b>COUNTY OF KANDIYOHI</b>		As to form:
By: _____ Board Chair	<u>By:</u> _____  Scott Hovland Information Technology Director	<u>By:</u> _____  Shane Baker Kandiyohi County Attorney
Attest _____ Administrator		
Date: _____	Date: _____	Date: _____



## AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW  
Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200  
Fax: 218-927-7210

### **Contract**

Content Services Consulting (CSC) Master Services Agreement Professional Services

### **Objective**

Extract documents related to Aitkin County from the existing OnBase System. Extracted documents will be moved to a temporary location out of the existing OnBase Disk Group locations. The Documents will not be deleted from the existing OnBase system.

### **Existing or New Contract**

This contract is a new contract.

### **Changes to Existing Contract**

N/A

### **Timeline for Execution**

The term of this Agreement begins on the Effective Date and continues in effect until the expiration of all SOWs or until terminated in accordance with Section 2 of Agreement.

### **Conclusion**

ACHHS is seeking approval of this contract.

“This institution is an equal opportunity provider.”



## **MASTER SERVICES AGREEMENT PROFESSIONAL SERVICES**

THIS MASTER SERVICES AGREEMENT – PROFESSIONAL SERVICES (this "Agreement") is made between Aitkin County Health and Human Services on its own behalf and on behalf of its affiliates (collectively, "Client") and **Wiley Consulting, LLC dba Content Services Consulting** ("Vendor"). It is effective as of the last signature date below (the "Effective Date").

WHEREAS Client desires to contract with Vendor to perform the services as set forth on Exhibit A or on a subsequent statement of work or work order ("SOW") mutually agreed to in writing (the "Professional Services") and Vendor agrees to make Vendor's Services available to Client under the terms and provisions of this Agreement;

NOW, THEREFORE, the parties agree as follows:

### **PROFESSIONAL SERVICES TERMS**

#### **1. Services.**

(a) All Professional Services to be performed under this Agreement shall be performed directly by Vendor and no functions shall be subcontracted to any other person or firm without the advance written consent of Client.

(b) Vendor agrees that the Professional Services will be performed in accordance with the professional standards of Vendor's industry and with reasonable skill and competence.

#### **2. Term; Termination.**

(a) The term of this Agreement begins on the Effective Date and continues in effect until the expiration of all SOWs or until terminated in accordance with this Section 2.

(b) Either party may terminate this Agreement upon thirty (30) days advance written notice if the other party is in material default of any provision of this Agreement and such default has not been cured within that thirty (30)-day time period.

(c) Either party may terminate this Agreement upon written notice if the other party becomes subject to a Bankruptcy Event. "Bankruptcy Event" means, with respect to either party: (i) an assignment by such party for the benefit of creditors; (ii) an application by such party for the appointment of a trustee, liquidator, receiver or custodian of any substantial part of such party's assets; (iii) the filing of a petition or commencement of a proceeding by such party relating to itself under any bankruptcy, reorganization, arrangement or similar law; (iv) the filing of a petition or commencement of a proceeding under any bankruptcy, reorganization, arrangement or similar law against such party where either: (A) such party has effectively given its consent, or (B) such proceeding has continued un-discharged and un-stayed for a period of sixty (60) days; or (v) such party discontinues business operations.

(d) Either party may terminate this Agreement, or any SOW, for convenience upon thirty (30) days advance written notice to the other party.

#### **3. Compensation.**

(a) On the condition that Vendor is in compliance with all of the terms and conditions of this Agreement and as consideration for providing the Services, Client shall compensate Vendor as stated

on Exhibit A or an SOW. Payment shall be due within thirty (30) days of receipt of a valid invoice and approval of the Professional Services provided during the invoice period, provided that no dispute arises. If a dispute arises, Client shall notify Vendor to resolve the disputed amounts. If this Agreement is terminated before the Professional Services are completed, payment will be made to Vendor for Professional Services satisfactorily rendered up to the time of termination. Except for charges and expenses expressly stated and agreed upon in this Agreement or in any exhibit attached hereto, Client shall not be invoiced for, or be obligated to pay, any charges, expenses or any other amounts for the Professional Services described herein.

(b) For Professional Services performed on an hourly basis, Vendor shall submit to Client, at least monthly, billings for total Professional Services rendered, including sufficient detail as to the nature of the Professional Services provided.

(c) Expenses, if agreed to by Client, must be reasonable in amount and actually incurred (except for per diems). Invoices for expenses must be accompanied by copies of detailed receipts.

(d) Invoices shall be sent to Client and must include the Purchase Order number. Payment will be made by ACH or Check to an account designated by Vendor.

#### **4. Confidentiality.**

(a) Vendor acknowledges that during the term of this Agreement it and its employees and contractors shall receive and will have access to Confidential Information and Trade Secrets of Client, as defined below, including but not limited to confidential and secret business and marketing plans, technical data, strategies, and studies, detailed customer and/or Client lists and information relating to the operations and business requirements of those customers and/or Clients.

(b) During the term of this Agreement, Vendor agrees not to copy, reproduce, use, disclose or discuss in any manner, in whole or in part, any Confidential Information or Trade Secrets, unless such action is necessary for Vendor to carry out the Professional Services or is authorized in writing by Client. Vendor agrees not to open, read or in any other way access any Confidential Information or Trade Secrets without proper authorization from Client. Vendor also agrees not to retain any copies, notes, or excerpts of Confidential Information or Trade Secrets upon termination of this Agreement (for whatever reason). Vendor understands and acknowledges that Client is now and may in the future be subject to non-disclosure or confidentiality agreements with third parties or other statutory confidentiality obligations that require Client to protect or refrain from use or disclosure of certain proprietary information. Vendor agrees to be bound by the terms of such agreements in the event it has access to such proprietary information. Vendor agrees that it shall not for a period of twenty-four (24) months following termination of this Agreement for any reason, directly or indirectly disclose to any person or business entity, or use, any Confidential Information. Vendor further agrees, however, not to disclose to any person or business entity, or use, at any time after the termination of this Agreement for any reason any Trade Secrets of Client or any information relating to a third party which is protected by a confidentiality agreement or other legal duty to maintain confidentiality. Upon termination of this Agreement, or at any earlier time as requested by Client, Vendor agrees to return all property, Confidential Information and Trade Secrets of Client in Vendor's possession or control to Client. In the event that Vendor violates this Agreement, it may be enjoined by Client from such disclosure and use, and may be liable to Client for damages, including both the actual loss caused by the disclosure or use, and unjust enrichment caused by the violation that is not taken into account in computing the actual loss.

(c) The prohibitions of this section do not prohibit use of Vendor's general skills and knowledge acquired during and prior to the term of this Agreement, as long as such use does not involve the use or disclosure of Client's Confidential Information and/or Trade Secrets. Vendor understands that

the terms of this section supplement any other confidentiality undertakings or obligations that it may have to Client under any statute, common law or otherwise.

(d) Vendor agrees that the terms of this Agreement shall be strictly confidential, and it agrees not to disclose, either directly or indirectly, any information whatsoever concerning this Agreement to anyone, including, but not limited to, past present and future employees of Client. Vendor may divulge the contents of this Agreement only to an attorney, tax preparer, or to a court of law for the purpose of enforcement of this Agreement.

(e) Vendor acknowledges that the Confidential Information may include protected health information, as defined in the federal Health Insurance Portability and Accountability Act ("HIPAA"), and personally identifiable information (information that can be used to identify an individual or is linked to a specific individual). Vendor agrees to maintain the confidentiality of such information and to comply with all state and federal laws (including, as applicable, the federal Privacy Act of 1974 and HIPAA) regarding the protection of such information.

(f) In collecting, storing, using, and disseminating data on individuals in the course of providing services, Vendor agrees to abide by all applicable state and federal statutes, rules, and regulations covering data privacy under which the Client is obligated to follow, including but not limited to HIPAA, the Minnesota Government 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 by the Client.

**5. Client Property/Systems.** All Client's property, equipment, books, records, files, memoranda, reports, lists, drawings, plans, sketches, documents, electronic data and other material (together with all copies thereof), which Vendor shall use, prepare or come in contact with or possession of during the course of, or as a result of, the performance of Professional Services pursuant to this Agreement shall, as between the parties hereto, remain the sole property of Client. In order to carry out Vendor's responsibilities, it or its employees or contractors may be given access to various Client computer systems and passwords, user identifications, or other authenticating information ("Password(s)"). Vendor's employees or contractors will not disclose Password(s) to anyone except in accordance with Client policy. All Client systems are to be used for legitimate Client business purposes only, and all items created, accessed, or stored on Client systems will be treated as Client's property for all purposes, including but not limited to monitoring, access, recording, review, and disclosure by Client. Vendor will adhere to all software licensing or other agreements applicable to systems and to Client's expectations and policies regarding systems usage. Vendor's authorization to access Client's systems shall expire upon termination of this Agreement or upon notice from Client.

**6. Ownership of Work Produced.**

(a) The products and results of the Professional Services to be performed by Vendor (the "Work Product") shall be considered a "work made for hire" under the copyright laws of the United States (17 U.S.C. 101 et seq.) and owned by Client. Vendor acknowledges and agrees that the Work Product (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of Client. Vendor agrees to make full and prompt disclosure to Client of all inventions, products, developments, methods, discoveries, processes, technologies, enhancements, improvements, derivative works, designs, Trade Secrets, trademarks and service marks, patents, Confidential Information, copyrightable works, all registrations or applications related to any of the foregoing throughout the world pertaining and limited to the Work Product, whether or not patentable or copyrightable, that Vendor makes, conceives or reduces to practice, either solely or jointly with others, during the term of this Agreement.

(b) If for any reason the Work Product or any part thereof is not deemed to be a "work made for hire" under applicable law, Vendor does hereby sell, assign, and transfer to Client, its successors

and assigns, the entire right, title and interest in and to the copyright in the Work and any registrations and copyright applications relating thereto and any renewals and extensions thereof, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either in law or in equity for past, present, or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing throughout the world (collectively, "Client Work Product"). To the extent permitted by applicable law, Vendor hereby waives any and all claims to moral rights in any Client Work Product. Vendor understands and acknowledges that to the extent this Agreement is required to be construed in accordance with the laws of any state which precludes a requirement in an inventions agreement to assign certain classes of inventions made by an employee, this paragraph will be interpreted not to apply to any Work Product which a court rules and/or Client agrees falls within such classes. For California and Illinois, as provided for in Cal. Lab. Code § 2870 and 765 ILCS 1060/2, this provision does not apply to inventions that Vendor developed entirely on its own time without using Client's equipment, supplies, facilities or trade secret information.

**7. Compliance with Laws; Licenses; Client Rules.** In the performance of the Professional Services, Vendor shall comply with all applicable federal, state and local laws, rules or regulations and shall maintain, at Vendor's sole cost, all licenses or permits required by law. While on Client premises or accessing Client computer systems or data, Vendor shall abide by Client's privacy and security policies, procedures and training requirements.

**8. Agreements with Others.** Vendor represents and warrants that the performance of the Professional Services under this Agreement will not require Vendor to violate any agreement it may have with any employer, prior employer or other business or person, and that it will not engage in any activities in violation of any such agreement. Vendor agrees not to use or disclose to Client any confidential information belonging to others that Vendor is bound not to use or disclose.

**9. Independent Contractor.** Vendor is an independent contractor and this Agreement shall not be construed in any way to create a joint venture, partnership or an employer-employee relationship between Client and Vendor. As an independent contractor, Vendor shall be responsible for all taxes and withholding on payments Client tenders to Vendor for the Professional Services under this Agreement. Vendor recognizes and understands that it may receive an IRS 1099 statement as required by law, and will be required to file corporate and/or individual tax returns and to pay taxes in accordance with applicable state and federal laws. Additionally, Vendor agrees that neither it nor any of its employees, contractors or agents are entitled or eligible to participate in any plans or benefits established for Client's employees, including without limitation health benefits, vacation, paid time off, and profit-sharing plans such as 401(k) plans, if any. The parties further agree as follows:

(a) Vendor has the right to direct its own means and method of performing the Professional Services. Client will not control the material details, methods or procedures under which Vendor performs.

(b) As an independent business, Vendor's services are not required to be performed at certain times or in a particular order or sequence. Vendor performs services on a per job basis. Vendor represents that it provides services for entities other than Client.

(c) Client is not authorized to withhold any tax or other amounts from payments to Vendor. Vendor agrees and acknowledges that except for any applicable sales taxes, Vendor is solely responsible for the payment of all taxes based on amounts paid.

(d) Vendor acknowledges and represents that it maintains a separate business with its own office, equipment, materials and other facilities. As an independent contractor, Vendor shall be solely responsible for all expenses incurred in its business, including all business overhead, equipment,

transportation, supplies, office space, computers, software, Internet connections, telephone, insurance (including worker's compensation insurance) and all taxes.

(e) Vendor may hire employees of its choosing with no input or approval of Client, and it shall be solely responsible for legally compensating and insuring all such employees.

(f) Vendor represents and acknowledges that it has applied for or holds a tax employer identification number with the federal Internal Revenue Service. This identification number shall be provided to Client through the submission of a Form W-9.

(g) Vendor is solely responsible for the satisfactory completion of the Professional Services to be performed and is liable to Client for any failures to satisfactorily complete Professional Services. Vendor is obligated to redo unsatisfactory work for no additional compensation.

(h) Vendor acknowledges and represents that it has recurring business liabilities and obligations in the performance of Professional Services.

(i) Vendor acknowledges, represents and agrees that as an independent contractor it and any of its agents, employees and/or helpers are not entitled to worker's compensation or unemployment benefits from Client.

(j) As an independent contractor, Vendor is not allowed to incur any indebtedness on behalf of Client.

#### **10. Patent Protection and Affordable Care Act ("ACA" Compliance.**

(a) Vendor shall have the right to direct and control the employees supplied by Vendor, including, but not limited to, the right to terminate the employment of such employees from the Vendor, the right to discipline such employees, and the right to require the employees to adhere to certain policies and procedures of the Vendor and Client.

(b) Because Client is not the common law employer of employees supplied by Vendor, Client shall not provide any health insurance coverage for such employees supplied by Vendor.

(c) Vendor shall provide health insurance coverage that is compliant with the ACA, or otherwise comply with the provisions of the ACA, including, but not limited to, the payment of any penalties or excise taxes, with respect to employees supplied by Vendor.

(d) Should any excise tax or penalty be imposed on Client under the ACA, including but not limited to, an excise tax as a result of reclassification of Vendor's employees, Vendor shall indemnify and hold Client harmless from and against all claims, penalties, judgments, losses, expenses, excise taxes, or other damages or costs of any kind arising out of the non-compliance with the ACA.

**11. Non-Discrimination and Affirmative Action.** Vendor may be subject to the provisions of: 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements. If applicable, Vendor shall abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of Protected Veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified Protected Veterans and Individuals with Disabilities.

**12. Conflicts of Interest.** Vendor shall not use Vendor's position under this Agreement for purposes of furthering Vendor's private business interests, nor shall Vendor use any materials or information Vendor has access to or develops in performing Vendor's functions under this Agreement in any capacity related to Vendor's private business interests. Further, Vendor agrees that Vendor shall promptly disclose any actual or potential conflicts of interest which may or could arise in the performance of Professional Services under this Agreement and refrain from performing Professional Services hereunder which create or which could reasonably create a conflict of interest.

**13. Indemnification.** Vendor agrees to defend, indemnify, and hold harmless Client, any of its subsidiary or affiliated companies, and the directors, officers, employees, and agents of each of them, from and against any and all claims, losses, damages, suits, fees, judgments, costs and expenses (including reasonable attorneys' fees) which Client may suffer or incur arising out of or in connection with: (a) Vendor's breach of this Agreement; (b) injuries to persons (including death) or loss of, or damage to, property, occasioned by negligence, unlawful act, or willful misconduct of Vendor; (c) any failure by Vendor to make any required tax payments; (d) any claim that Client's use of any Work Product, or portion thereof, infringes or violates any patent, copyright, trade secret, or other third party intellectual property right; and (e) any claim by an employee or agent of Vendor for wages, compensation or benefits of any type or nature. In the event that Client is in any way enjoined from using any Work Product, or any portion thereof, Vendor shall promptly, at its expense (including, but not limited to the payment of any royalties occasioned by the following) either: (a) provide to Client non-infringing means of using the Work Product; or (b) negotiate and procure for Client the right to use the Work Product without restriction.

**14. Insurance.** Vendor at its own expense shall procure and maintain policies of insurance as set forth in Exhibit B.

**15. Publicity.** Vendor, and its employees and contractors, shall not distribute, use, or publish any announcement or form of advertising that identifies Client by name, logo, trademark, or other distinguishing factor without first receiving Client's written approval. Any permitted use of Client trademarks must conform to Client standards.

**16. Representations Regarding Suspension, Debarment or Ineligibility.** Vendor represents and warrants that neither Vendor, nor any of its subcontractors who will be providing Professional Services, is: (a) listed on the U.S. Department of Health & Human Services Office of Inspector General (OIG) List of Excluded Individuals and Entities; (b) identified as an excluded party in the federal System for Award Management (SAM); or (c) listed on the U.S. Department of the Treasury Office of Foreign Assets Control (OFAC) Specially Designated Nationals List. Vendor will immediately notify Client of any change relating to the representations and warranties made in this section. Further, upon Client's request, Vendor shall provide evidence that the representations and warranties made in this section are accurate and complete. Vendor acknowledges that the representations and warranties made in this section constitute material representations of fact upon which Client relied when entering into and continuing this Agreement. If Client later determines that Vendor's representations and warranties are false or that Vendor failed to notify Client in writing of any change relating to the representations and warranties, Client may terminate this Agreement for cause, and may have the right or duty under federal law to block or rescind a payment.

## **CLAUSE 17, 18, 19 PERTAINING TO RECRUITING SERVICES REMOVED**

### **GLOBALLY APPLICABLE TERMS**

**20. Assignment.** This Agreement and the rights and obligations of Vendor under this Agreement are not assignable or delegable in whole or in part by Vendor without the prior written consent of Client. This Agreement is assignable in whole or in part to any parent, subsidiaries, or affiliates of Client or to any successor in interest to Client or the business of Client or any of its subsidiaries.

21. **Modification.** No provision of this Agreement may be amended, changed, altered, modified or waived except in writing signed by Vendor and an authorized agent of Client, which writing shall specifically reference this Agreement and the provision which the parties intend to waive or modify.

22. **Severability.** Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be unenforceable or invalid for any reason, the validity of the remaining parts, terms or provisions of this Agreement shall not be affected. The parties shall negotiate in good faith a legally enforceable replacement provision to effect the intent of the original provision.

23. **Waiver.** The waiver by any party to this Agreement of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent or simultaneous breach of the same or different provisions.

24. **No Third-Party Beneficiaries.** Nothing in this Agreement, expressed or implied, is intended to give to any person or legal entity, other than the parties, any rights, remedies or other benefits under or by reason of this Agreement.

25. **Notices.** All notices permitted under this Agreement shall be in writing. Notices by Client to Vendor shall be sent to Vendor at 630 Landerwood Lane, Avon Lake Ohio 44012, and by Vendor to Client, Attention: Director, Aitkin County Health and Human Services, 204 1<sup>st</sup> Street NW, Aitkin MN 56431. A notice shall be deemed to have been given upon receipt.

26. **Governing Law.** This Agreement and the rights and obligations of the parties under this Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to conflicts of law provisions. Any disputes arising under this Agreement shall be exclusively tried in Aitkin County (Minnesota) District Court, and the parties consent and submit to the exclusive jurisdiction of such court for such purpose.

27. **Understanding.** The parties hereto covenant and agree that they have read and fully understand the contents and effect of this Agreement. Vendor and Client warrant and agree that they have had a reasonable opportunity and been advised in writing to seek the advice of an attorney as to such content and effect. The parties accept each and all of the terms, provisions, and conditions of this Agreement, and do so voluntarily and with full knowledge and understanding of the contents, nature, and effect of this Agreement.

28. **Entire Agreement.** This Agreement, and the attached exhibits, embody the entire agreement between the parties and supersede any and all prior and/or contemporaneous agreements, written or verbal, between the parties. No modification, amendment or deletion of the terms and conditions shall be effective unless made in writing and signed by the parties.

29. **Signatures.** All parties to this Agreement consent to do business electronically and agree that this Agreement may be executed by way of electronic transmission of a scanned signed document or by electronic signature, and if so, shall be considered an original. "Electronic signature" shall have the meaning outlined in the Uniform Electronic Transaction Act.

IN WITNESS WHEREOF, the parties hereby execute this Agreement on the dates indicated below.

**Aitkin County Health and Human Services**

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

"Client"

**Wiley Consulting, LLC**

By: \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

"Vendor"



## Exhibit A

### Statement of Work

1.1 Customer Information			
<b>Customer Name:</b>		Aitkin County ("Customer")	
1.2 Project Information			
<b>Project Name:</b>		OnBase Extract	
<b>Project Number:</b>		CSCNCT009	
<b>Location of Services:</b>		All project work will be performed remotely.	
<b>Project Terms:</b>		This Statement of Services ("SOS") is specific to a Time & Materials ("T&M") project and is intended for projects that require specific expertise and/or deliverables. Only items explicitly defined in the deliverables section (2.2) of this document are provided. Documentation, knowledge transfer, end-user training, etc. are only provided if specifically itemized in the deliverables section. Furthermore, all deliverables for a T&M project are considered "as-is" and include no warranty.	
<b>Estimated Fees:</b>		<b>150 hours x \$175/hr. = \$26,250, not including travel or expenses.</b> The hours and cost above is an <i>estimate</i> . All estimates of hours, project costs or travel charges are approximations of the anticipated number of hours needed and cost to provide the deliverables outlined in Section 2.2 of this document.	
<b>Project Dates:</b>		CSC's goal is to start all projects within ninety (90) calendar days of receipt of an executed SOS. Actual project dates will be defined after receipt of signed SOS document.	
1.3 Document Information			
<b>Creator Name:</b>		Mark Wiley <a href="mailto:Wiley@contentservicesconsulting.com">Wiley@contentservicesconsulting.com</a>	
<b>Document Date:</b>		2/29/2024	
<b>Document Expiration:</b>		This SOS will expire forty-five (45) calendar days from Document Date, if not previously withdrawn.	
1.4 Document Revision History			
<b>Version</b>	<b>Date</b>	<b>Author</b>	<b>Description</b>
1	10/19/2023	Mark Wiley	Initial document creation.
2	2/29/2024	Mikey Boling	Accept Redline, update doc date

## **STATEMENT OF SERVICES**

### **2.1 Professional Services / Project Scope**

- I. CSC is providing Professional Services for Customer in a Time & Materials engagement. As such, CSC will provide a resource or resources to provide services to assist Customer with a specific OnBase system need. CSC will provide a resource or resources with the appropriate training and experience to provide the following skills:
- A. OnBase Document and Data Extract
- II. The scope of this project is limited to:
- A. Extract Documents related to Carlton County from the existing OnBase system.
    - 1. Extracted Image, Text and Word Documents will be converted to a single file PDF document.
      - a) Documents stored in OnBase as one file per page will be combined to a single file document.
      - b) Video, audio and any other files incapable of being converted to PDF will be kept in their original file format.
    - 2. Extracted Documents will be moved to a temporary location out of the existing OnBase Disk Group locations.
    - 3. The Documents will not be deleted from the existing OnBase system.
  - B. Extract Data related to Carlton County from the existing OnBase system.
    - 1. Data will be formatted into a CSV file, defined by Next Chapter Technologies.
    - 2. Data will include:
      - a) Case Number
      - b) Client First Name
      - c) Client Last Name
      - d) Client Middle Name
      - e) Client DOB
      - f) Client SSN
      - g) Document Type
      - h) Created Date
      - i) Unique Path to the Document file.
    - 3. The data will not be deleted or modified in the existing OnBase system.
    - 4. The data may be divided into chunks for ease of handling and validating.
  - C. Perform pre-extract analysis to build the extract plan and checklist.
  - D. Monitor and validate the extract process.
- III. Known project exclusions:
- A. There will be no changes or updates to the existing OnBase system, except in cases if new, temporary processes are needed for the extract.
  - B. Modifications to Customer's line of business applications and/or related scripting incorporated for use with the OnBase Environments.

## 2.2 Deliverables

- I. CSC will provide the following deliverables to the Customer.
  - A. One or more data extract csv files.
  - B. Extracted documents in a temporary file location.
  - C. Extracted database with all document meta-data.
  - D. Documentation to describe the extract process and describe the data format.
  - E. Regular updates on project status.

## 2.3 Assumptions and Risks

Project Delays - It is assumed that this project will continue as a contiguous project from project launch to project completion without any delays due to other internal projects by Customer. In the event the project is delayed by Customer, CSC may reassign defined CSC resources to other projects and reset the project schedule. CSC reserves the right to issue a change request for project timeline extensions.

## **Exhibit B**

### **Aitkin County Insurance Requirements:**

Vendor 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 Aitkin County and shall be maintained by Vendor until final completion of work.

- A. **Comprehensive General Liability:**
  - a. Coverage shall have minimum limits of:
    - i. \$3,000,000 Aggregate
    - ii. \$3,000,000 Products and Completed Operations Aggregate
    - iii. \$1,500,000 Personal injury and Advertising Injury
    - iv. \$1,500,000 Each Occurrence
    - v. \$ 100,000 Fire Damage Limit
    - vi. \$ 5,000 Medical Expenses
  - b. The policy should be written on an occurrence basis, not a claims-made basis.
- B. **Commercial Auto Liability:** Coverage shall have minimum limits of \$1,500,000 per occurrence, 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:
  - a. \$2,000,000 per Wrongful Act or Occurrence
  - b. \$4,000,000 Annual Aggregate
- E. **Workers' Compensation and Employer's Liability Coverage:**
  - a. Workers' Compensation limits are to be statutory per applicable state and federal laws
  - b. Employer's Liability Coverage – Minimum Limits of:
    - i. Bodily Injury by Accident: \$500,000 each accident
    - ii. Bodily Injury by Disease: \$500,000 each employee
    - iii. Bodily Injury by Disease: \$500,000 policy limit
- F. **Special Requirements:** Aitkin County is to be included as an **Additional Insured** on both the Comprehensive General Liability and Commercial Auto Liability Policies.
- G. **Other Requirements:** Insurance shall be placed with insurers with a current A.M. Best rating of no less than A:VII

Current, valid insurance policies meeting the requirements herein identified shall be filed with Aitkin County before Vendor commences a project and maintained during the named project's duration. A person authorized by the insurer to bind coverage should sign the Certificate. Renewal Certificates shall be sent to Aitkin County within thirty (30) days prior to any expiration date. There shall also be a sixty (60) days notification to Aitkin County in the event of cancellation or modifications of any stipulated insurance coverage.

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