

Tuesday, February 17, 2026

10:15 AM

*or immediately following the regular board meeting*

*Meeting to be held in the County Board Room  
at the Historic Courthouse, 215 1st Ave S, Long Prairie, MN.*

**MEETING WILL BE LIVE-STREAMED AT: [HTTPS://WWW.TODDCOUNTYMN.GOV](https://www.toddcountymn.gov)**

***Agenda Item #***

***Agenda Time:***

- |          |  |       |
|----------|--|-------|
| <b>1</b> | <b>Discussion on Paving Top Ranked County Roads</b><br><i>Loren Fellbaum, County Engineer</i>                  | 10:15 |
| <b>2</b> | <b>Travel Policy Revision</b><br><i>Denise Gaida, County Auditor-Treasurer</i>                                 | 10:30 |
| <b>3</b> | <b>Caseworks</b><br><i>Jackie Och &amp; Kaitlin Pesta, HHS Division</i>  | 10:35 |
| <b>4</b> | <b>Proposed Emergency Management Director Position</b><br><i>Jackie Bauer &amp; Lisa Guzek, Administration</i> | 10:45 |

# Todd County Board of Commissioners

## February 17<sup>th</sup>, 2026 Work Session

# Discussion on Paving Top Ranked County Roads



# County Board Worksession

December 2<sup>nd</sup>, 2025

## Discussion on Paving County Road 81

The County Board determined that Public Works was to bring back this topic at the first County Board Worksession in February of 2026 with a plan to accomplish the following:

A plan to pave the Top 6 Ranked County Road Paving Projects in the next 5 Years with various funding options that would include the use of Local Levy, Local Option Sales Tax, Future Countywide Debt Payments, and Cash Reserves. This plan should also be developed in a manner to not require increasing the local levy.



# County Road Pavement Project Ranking

Rank	CR	Route #	Start Location	End Location	Length (miles)	Start Termini	End Termini	Total Termini Points	Termini Factor	ADT	ADT Factor	# of Address Points	Address Points/Mile	Address Factor	Governing Body Factor	Public Input Factor	Ranking Value
1	CR	107	CSAH 10	CSAH 10	0.970	2	2	4	1.00	65	0.65	46	47.42	15.81	0.0	0.0	358.65
2	CR	95	CR 94	CSAH 2	2.759	2	2	4	1.00	165	1.65	8	2.90	0.97	0.0	0.0	111.83
3	CR	88	CR 89	TH 71	2.325	1	3	4	1.00	145	1.45	9	3.87	1.29	0.0	0.0	108.31
4	CR	84	CSAH 3	TH 71	7.188	2	3	5	1.25	145	1.45	25	3.48	1.16	0.0	0.0	108.19
5	CR	99	TH 28	CSAH 2	2.330	3	2	5	1.25	125	1.25	7	3.00	1.00	0.0	0.0	95.03
6	CR	81	CSAH 21	CR 74	3.472	2	1	3	0.75	80	0.80	12	3.46	1.15	1.0	1.0	90.54
7	CR	68	CSAH 23	TH 210	3.000	2	3	5	1.25	110	1.10	10	3.33	1.11	0.0	0.0	89.72
8	CR	89	CSAH 20	CSAH 22	4.000	2	2	4	1.00	100	1.00	12	3.00	1.00	0.0	0.0	80.00
9	CR	65	West Co. Line	CSAH 38	6.434	2	2	4	1.00	90	0.90	24	3.73	1.24	0.0	0.0	79.87
10	CR	80	CR 78	TH 71	3.270	1	3	4	1.00	80	0.80	10	3.06	1.02	0.0	0.0	70.39
11	CR	59	CSAH 48	TH 287	3.830	2	3	5	1.25	70	0.70	11	2.87	0.96	0.0	0.0	66.65
12	CR	67	CR 77	CSAH 11	2.019	1	2	3	0.75	85	0.85	5	2.48	0.83	0.0	0.0	66.51
13	CR	76	CR 77	CSAH 11	1.107	1	2	3	0.75	90	0.90	2	1.81	0.60	0.0	0.0	64.54
14	CR	82	West Co. Line	CSAH 3	4.816	2	2	4	1.00	65	0.65	15	3.11	1.04	0.0	0.0	63.26
15	CR	89	CR 86	CR 88	2.500	1	2	3	0.75	65	0.65	6	2.40	0.80	0.0	0.0	56.00
16	CR	89	CR 88	CSAH 14	3.000	1	2	3	0.75	65	0.65	5	1.67	0.56	0.0	0.0	51.11
17	CR	89	CSAH 14	TH 71	2.540	2	3	5	1.25	65	0.65	2	0.79	0.26	0.0	0.0	50.25



## Todd County Public Works Department

### 2026-2030 Five-Year Construction Plan (Capital Improvement Plan)

*Presented to the Todd County Board on 11/06/2025*



## Proposed 2028 Construction Program

ROAD	LOCATION	PROJECT DESCRIPTION	TOTAL COST
CSAH 18	CSAH 16 to CSAH 17	Mill & Bituminous Overlay	\$ 750,000
CSAH 32	West County Line to CSAH 1	Mill & Bituminous Overlay & Misc. Reclaim	\$ 560,000
CR 75	CSAH 22 to CSAH 24	Mill & Bituminous Overlay & Misc. Reclaim	\$ 950,000
CR 107	CSAH 10 to CSAH 10	Bituminous Surfacing	\$ 350,000
CR 68	CSAH 23 to TH 210	Gravel Surfacing	\$ 90,000
CR 72	CSAH 11 to CSAH 9	Gravel Surfacing	\$ 95,000
CR 81	CSAH 21 to CR 74	Gravel Surfacing	\$ 105,000
CR 89	CSAH 14 to TH 71	Gravel Surfacing	\$ 80,000
281 <sup>st</sup> Avenue	Turtle Creek	Bridge R0405 Replacement	\$ 520,000
Various County Roads	Various County Roads	Bit. Patching & Agg. Shouldering	\$ 390,000
Various County Roads	Various County Roads	Pavement Marking	\$ 205,000
Various County Roads	Various County Roads	Dust Control	\$ 205,000
<b>Total</b>			<b>\$ 4,300,000</b>



## Proposed 2029 Construction Program

ROAD	LOCATION	PROJECT DESCRIPTION	TOTAL COST
CSAH 4	TH 27 to CSAH 11	Mill & Bituminous Overlay & Misc. Reclaim	\$ 1,200,000
CSAH 6	CSAH 50 to TH 287	Bituminous Reclaim & Bit. Surfacing	\$ 2,600,000
CSAH 8	CSAH 6 to TH 287	Mill & Bituminous Overlay	\$ 1,100,000
CSAH 45	County Line to TH 27	Mill & Bituminous Overlay	\$ 100,000
CSAH 51	County Line to County Line	Bituminous Reclaim & Bit. Surfacing	\$ 4,000,050
CR 55	Lake Street to TH 27	Bituminous Overlay	\$ 130,000
CR 95	CR 94 to CSAH 2	Bituminous Surfacing	\$ 900,000
CR 67	CR 77 to CSAH 11	Gravel Surfacing	\$ 60,000
CR 70	CSAH 1 to TH 71	Gravel Surfacing	\$ 81,000
CR 76	CR 77 to CSAH 11	Gravel Surfacing	\$ 33,000
CR 78	TH 71 to CR 78	Gravel Surfacing	\$ 21,000
CR 89	CSAH 20 to CSAH 22	Gravel Surfacing	\$ 120,000
Various County Roads	Various County Roads	Bit. Patching & Agg. Shouldering	\$ 400,000
Various County Roads	Various County Roads	Pavement Marking	\$ 210,000
Various County Roads	Various County Roads	Dust Control	\$ 210,000
LW Trail	County Line to County Line	Fog Seal	\$ 50,000
<b>Total</b>			<b>\$ 11,215,050</b>

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## Proposed 2030 Construction Program

ROAD	LOCATION	PROJECT DESCRIPTION	TOTAL COST
CSAH 17	CSAH 18 to CSAH 28	Bituminous Reclaim & Bit. Surfacing	\$ 1,200,000
CSAH 21	CSAH 28 to TH 210	Bituminous Reclaim & Bit. Surfacing	\$ 2,230,000
CR 74	CSAH 24 to CSAH 21	Mill & Bituminous Overlay	\$ 600,000
CR 88	CR 89 to TH 71	Bituminous Surfacing	\$ 820,000
CR 58	CSAH 4 to TH 27	Gravel Surfacing	\$ 65,000
CR 65	County Line to CSAH 38	Gravel Surfacing	\$ 210,000
CR 99	County Line to CSAH 2	Gravel Surfacing	\$ 75,000
Various County Roads	Various County Roads	Bit. Patching & Agg. Shouldering	\$ 400,000
Various County Roads	Various County Roads	Pavement Marking	\$ 220,000
Various County Roads	Various County Roads	Dust Control	\$ 220,000
<b>Total</b>			<b>\$ 6,040,000</b>

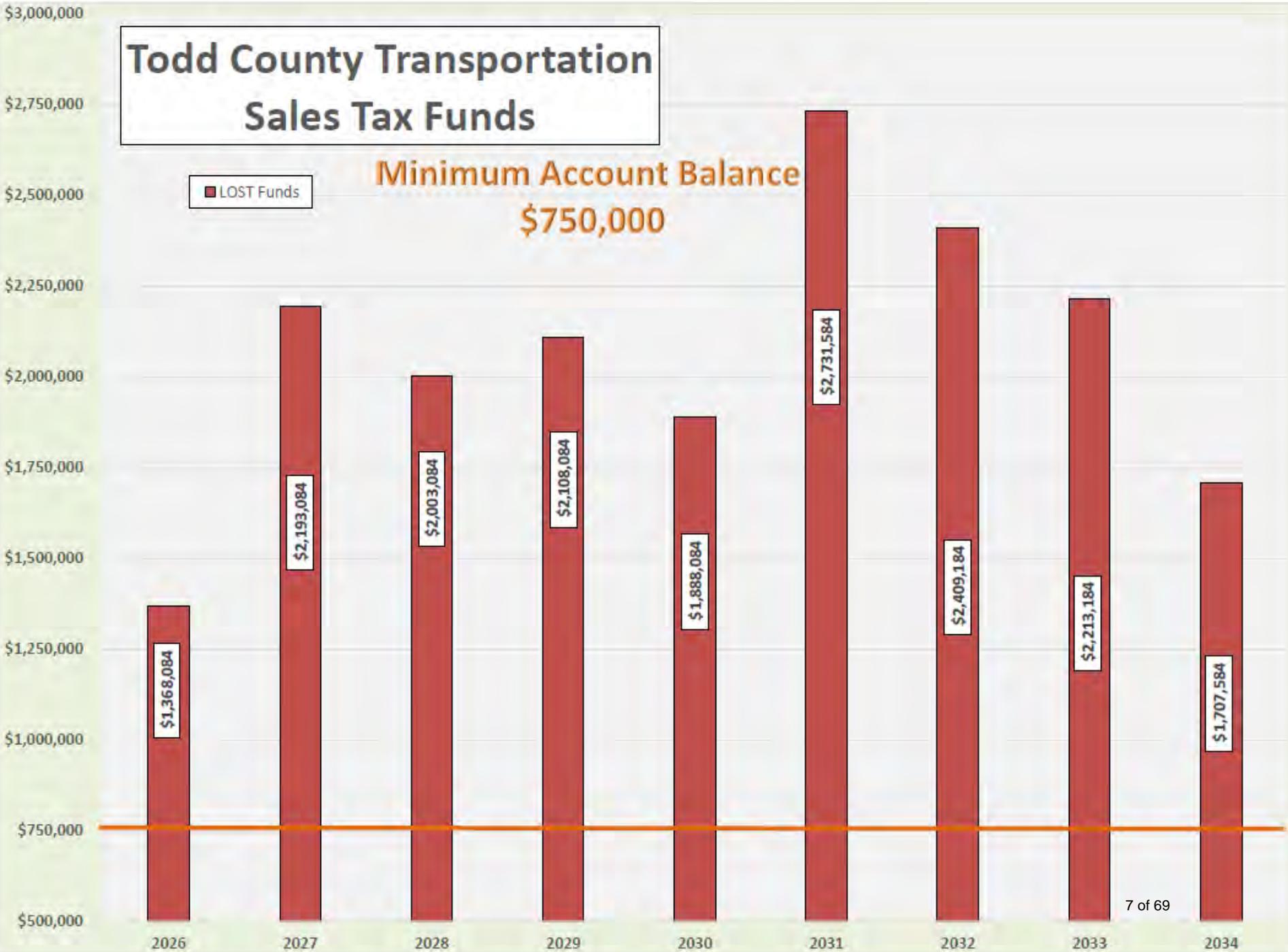
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# Todd County Transportation Sales Tax Funds

LOST Funds

Minimum Account Balance  
\$750,000



# Engineers Estimate for County Road 81

Bituminous Surfacing with Aggregate Shouldering Project

CR 81 from CSAH 21 to CR 74

Item #	Specification #	Item Description	Unit	Estimated Quantity	Unit Price	Cost
1	2021.501	Mobilization	LS	1	\$60,000.00	\$60,000.00
2	2051.501	Maintenance and Restoration of Haul Roads	LS	1	\$1,000.00	\$1,000.00
3	2123.509	Motorgrader	HOUR	4	\$150.00	\$600.00
4	2211.507	Aggregate Base	TON	22,572	\$14.00	\$316,010.96
5	2221.609	Shoulder Base Aggregate Special	TON	3,292	\$20.00	\$65,835.62
6	2360.509	Type SP 9.5 Wearing Course Mixture 2B (1.5")	TON	4,434	\$61.00	\$270,463.46
7	2360.509	Type SP 9.5 Non Wearing Course Mixture 2B (2.0")	TON	5,912	\$61.00	\$360,617.95
8	2563.601	Traffic Control	LS	1	\$20,000.00	\$20,000.00
9	2582.502	4" Solid Line Paint	LF	36,643	\$0.15	\$5,496.48
10	2582.502	4" Broken Line Paint	LF	7,329	\$0.15	\$1,099.30
<b>Current Total Project Cost for County Road 81</b>						<b>\$1,101,123.75</b>
Estimated Project Cost for County Road 81 in FY 2026				Inflation Rate	3.0%	\$1,134,157.47
Estimated Project Cost for County Road 81 in FY 2027				Inflation Rate	3.0%	\$1,168,182.19
Estimated Project Cost for County Road 81 in FY 2028				Inflation Rate	3.0%	\$1,203,227.66
Estimated Project Cost for County Road 81 in FY 2029				Inflation Rate	3.0%	\$1,239,324.49
Estimated Project Cost for County Road 81 in FY 2030				Inflation Rate	3.0%	<b>\$1,276,504.22</b>



# Engineers Estimate for County Road 84

Bituminous Surfacing with Aggregate Shouldering Project

CR 84 from CSAH 3 to US Highway 71

Item #	Specification #	Item Description	Unit	Estimated Quantity	Unit Price	Cost
1	2021.501	Mobilization	LS	1	\$50,000.00	\$50,000.00
2	2051.501	Maintenance and Restoration of Haul Roads	LS	1	\$1,000.00	\$1,000.00
3	2123.509	Motorgrader	HOUR	8	\$120.00	\$960.00
4	2211.507	Aggregate Base	TON	46,836	\$12.00	\$562,028.54
5	2221.609	Shoulder Base Aggregate Special	TON	6,830	\$18.00	\$122,943.74
6	2360.509	Type SP 9.5 Wearing Course Mixture 2B (1.5")	TON	9,200	\$60.00	\$551,992.32
7	2360.509	Type SP 9.5 Non Wearing Course Mixture 2B (1.5")	TON	12,266	\$60.00	\$735,989.76
8	2563.601	Traffic Control	LS	1	\$20,000.00	\$20,000.00
9	2582.502	4" Solid Line Paint	LF	76,032	\$0.08	\$6,082.56
10	2582.502	4" Broken Line Paint	LF	15,206	\$0.08	\$1,216.51
<b>Current Total Project Cost for County Road 84</b>						<b>\$2,052,213.44</b>
Estimated Project Cost for County Road 84 in FY 2026				Inflation Rate	3.0%	\$2,113,779.84
Estimated Project Cost for County Road 84 in FY 2027				Inflation Rate	3.0%	\$2,177,193.24
Estimated Project Cost for County Road 84 in FY 2028				Inflation Rate	3.0%	\$2,242,509.04
Estimated Project Cost for County Road 84 in FY 2029				Inflation Rate	3.0%	\$2,309,784.31
Estimated Project Cost for County Road 84 in FY 2030				Inflation Rate	3.0%	<b>\$2,379,077.84</b>



# Engineers Estimate for County Road 99

Bituminous Surfacing with Aggregate Shouldering Project  
CR 99 from County Line to CSAH 2

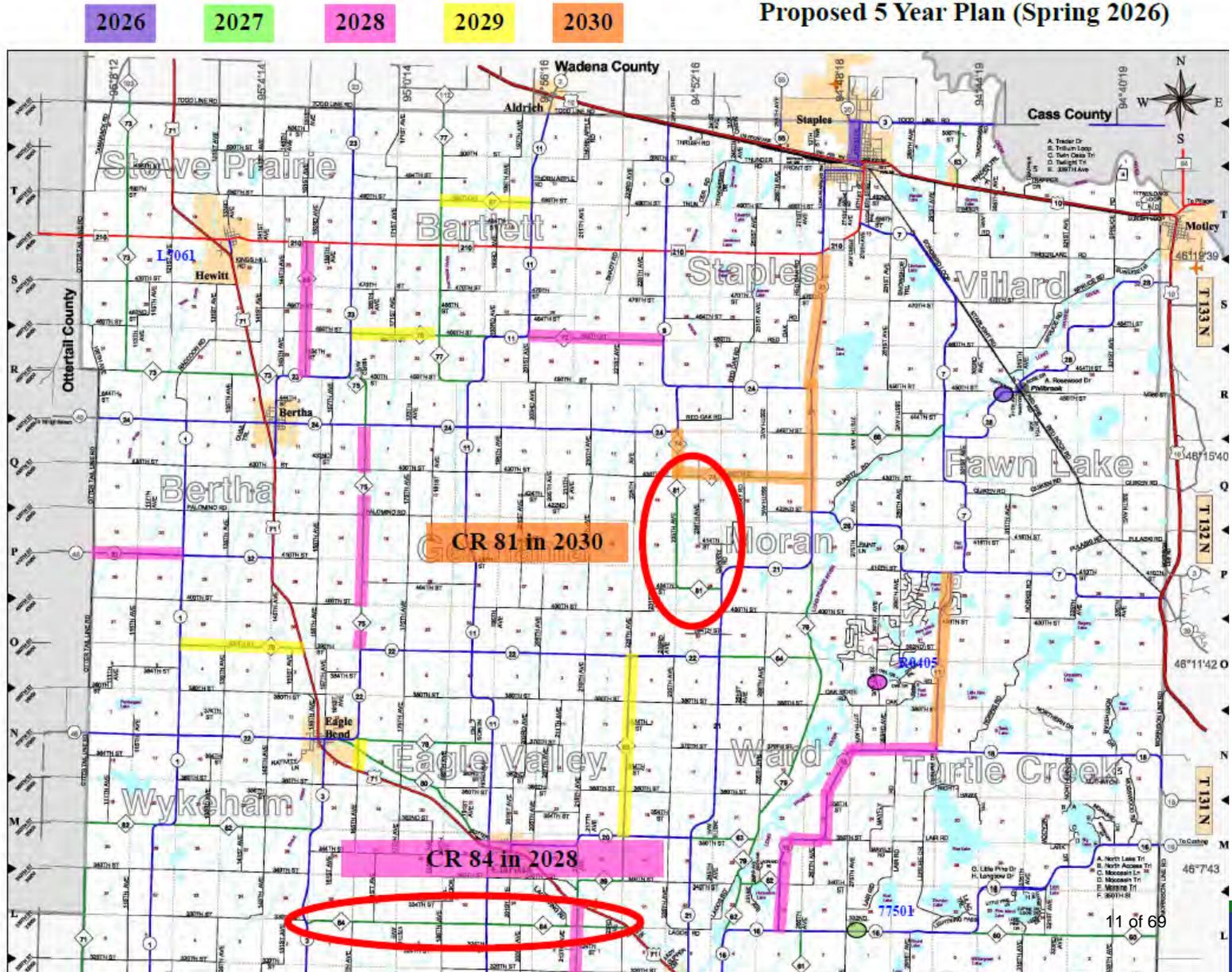
Item #	Specification #	Item Description	Unit	Estimated Quantity	Unit Price	Cost
1	2021.501	Mobilization	LS	1	\$50,000.00	\$50,000.00
2	2051.501	Maintenance and Restoration of Haul Roads	LS	1	\$1,000.00	\$1,000.00
3	2123.509	Motorgrader	HOUR	3	\$120.00	\$360.00
4	2211.507	Aggregate Base	TON	15,157	\$12.00	\$181,878.68
5	2221.609	Shoulder Base Aggregate Special	TON	2,210	\$18.00	\$39,785.96
6	2360.509	Type SP 9.5 Wearing Course Mixture 2B (1.5")	TON	2,977	\$60.00	\$178,630.85
7	2360.509	Type SP 9.5 Non Wearing Course Mixture 2B (1.5")	TON	3,970	\$60.00	\$238,174.46
8	2563.601	Traffic Control	LS	1	\$20,000.00	\$20,000.00
9	2582.502	4" Solid Line Paint	LF	24,605	\$0.08	\$1,968.38
10	2582.502	4" Broken Line Paint	LF	4,921	\$0.08	\$393.68
<b>Current Total Project Cost for County Road 99</b>						<b>\$712,192.02</b>
Estimated Project Cost for County Road 99 in FY 2026				Inflation Rate	3.0%	\$733,557.78
Estimated Project Cost for County Road 99 in FY 2027				Inflation Rate	3.0%	\$755,564.51
Estimated Project Cost for County Road 99 in FY 2028				Inflation Rate	3.0%	\$778,231.45
Estimated Project Cost for County Road 99 in FY 2029				Inflation Rate	3.0%	\$801,578.39
Estimated Project Cost for County Road 99 in FY 2030				Inflation Rate	3.0%	<b>\$825,625.74</b>

**County Road 99 Project Recommended Budget = \$800,000 to \$850,000**

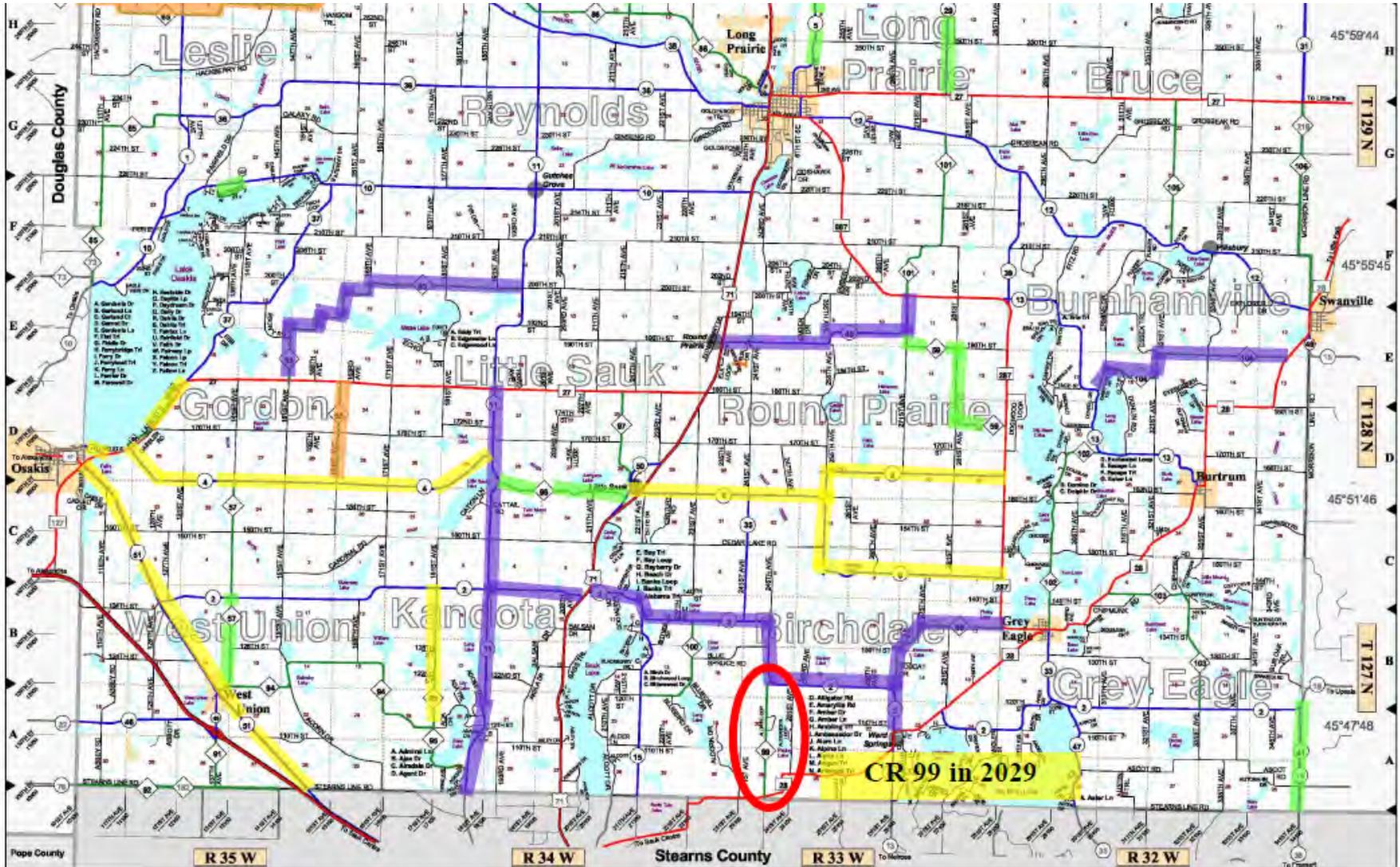


# Revision to 5 Year Plan – Adding Paving Projects

## Todd County Construction Projects Proposed 5 Year Plan (Spring 2026)



# Revision to 5 Year Plan – Adding Paving Projects



Todd County  
MINNESOTA



# County Road 81 Pavement Project – FY 2030

FY 2030 County Road 81 Engineer's Estimate = **\$1,300,000**

Recommended Funding Source = Allocation of County Debt Payment in FY 2028

## Todd County Budget Components

County Bonds (loans) to finance previous building/maintenance projects will be concluded within 2 years.

<b>Taxable General Obligation Courthouse Bonds:</b>						<b>General Obligation Refunding Bonds for Courthouse Construction:</b>					
<i>Issued in 2010</i>						<i>Issued in 2015</i>					
<i>Payments beginning 2026</i>						<i>Payments beginning 2017</i>					
<i>Payments ending 2027</i>						<i>Payments ending 2026</i>					
<i>No lump sum payments listed</i>											
	<i>Beginning Balance</i>	<i>Principal Payment</i>	<i>Interest Due</i>	<i>New Balance</i>	<i>Interest Rate (Each Year)</i>		<i>Beginning Balance</i>	<i>Principal Payment</i>	<i>Interest Due</i>	<i>New Balance</i>	<i>Interest Rate (Each Year)</i>
2011	\$ 525,000.00	\$ -	\$ 34,066.00	\$ 525,000.00		2016	\$ 3,140,000.00	\$ -	\$ -	\$ 3,140,000.00	
2012	\$ -	\$ -	\$ 31,230.00	\$ 525,000.00		2017		\$ 310,000.00	\$ 42,604.00	\$ 2,830,000.00	2.000%
2013	\$ -	\$ -	\$ 31,230.00	\$ 525,000.00		2018		\$ 305,000.00	\$ 53,550.00	\$ 2,525,000.00	2.000%
2014	\$ -	\$ -	\$ 31,230.00	\$ 525,000.00		2019		\$ 315,000.00	\$ 47,350.00	\$ 2,210,000.00	2.000%
2015	\$ -	\$ -	\$ 31,230.00	\$ 525,000.00		2020		\$ 320,000.00	\$ 41,000.00	\$ 1,890,000.00	2.000%
2016	\$ -	\$ -	\$ 31,230.00	\$ 525,000.00		2021		\$ 325,000.00	\$ 34,550.00	\$ 1,565,000.00	2.000%
2017	\$ -	\$ -	\$ 31,230.00	\$ 525,000.00		2022		\$ 335,000.00	\$ 27,950.00	\$ 1,230,000.00	2.000%
2018	\$ -	\$ -	\$ 31,230.00	\$ 525,000.00		2023		\$ 340,000.00	\$ 21,200.00	\$ 890,000.00	2.000%
2019	\$ -	\$ -	\$ 31,230.00	\$ 525,000.00		2024		\$ 350,000.00	\$ 14,300.00	\$ 540,000.00	2.000%
2020	\$ -	\$ -	\$ 31,230.00	\$ 525,000.00		2025		\$ 355,000.00	\$ 7,250.00	\$ 185,000.00	2.000%
2021	\$ -	\$ -	\$ 31,230.00	\$ 525,000.00		2026		\$ 185,000.00	\$ 1,850.00	\$ -	2.000%
2022	\$ -	\$ -	\$ 31,230.00	\$ 525,000.00							
2023	\$ -	\$ -	\$ 31,230.00	\$ 525,000.00							
2024	\$ -	\$ -	\$ 31,230.00	\$ 525,000.00							
2025	\$ -	\$ -	\$ 31,230.00	\$ 525,000.00							
2026	\$ 180,000.00	\$ 31,230.00	\$ 345,000.00	5.750%							
2027	\$ 345,000.00	\$ 20,700.00	\$ -	5.900%							

**Total Payment for 2026: \$398,080**

Todd County  
MINNESOTA



Todd County  
MINNESOTA



Above slide was presented at 12/02/2025 Truth & Taxation Meeting

# County Road 81 Pavement Project – FY 2030

Re-Allocate Debt Payment in 2028 to County Road 81 Paving Project Savings Account until FY 2031 with paving of County Road 81 in FY 2030

County Road 81 Finance Plan - Re-Allocation of Debt Payment				
FY	County Debt Payment	Reallocation of Debt Payment	CR 81 Paving Project Savings Account	CR 81 Project Cost
2026	\$ 398,080.00	\$ -	\$ -	\$ 1,130,000.00
2027	\$ 365,700.00	\$ -	\$ -	\$ 1,170,000.00
2028	\$ -	\$ 365,700.00	\$ 365,700.00	\$ 1,200,000.00
2029	\$ -	\$ 365,700.00	\$ 731,400.00	\$ 1,240,000.00
2030	\$ -	\$ 365,700.00	\$ 1,097,100.00	<b>\$ 1,280,000.00</b>
2031	\$ -	\$ 182,900.00	\$ <b>1,280,000.00</b>	\$ -

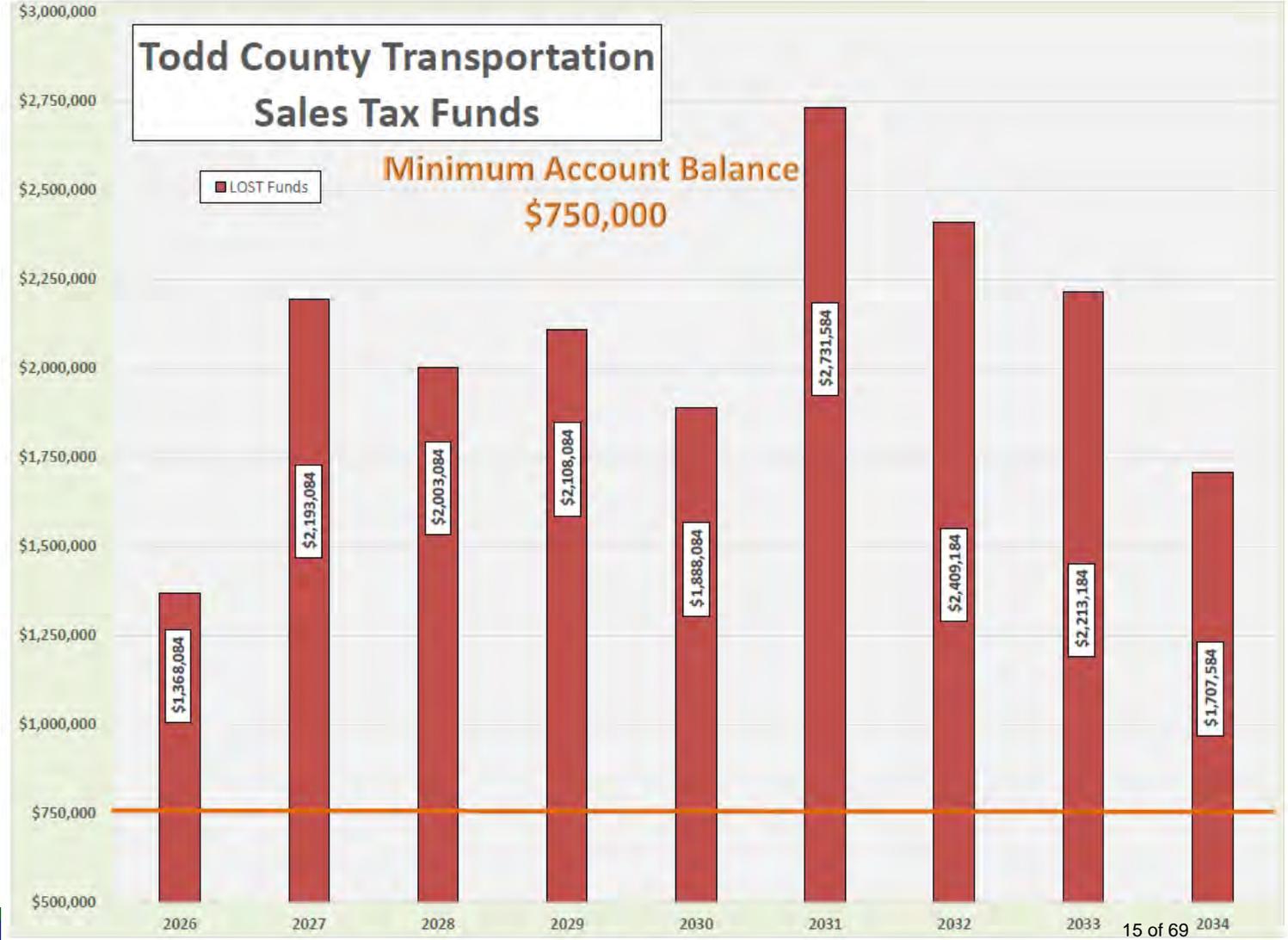
**Note: This plan will not increase the local levy.**



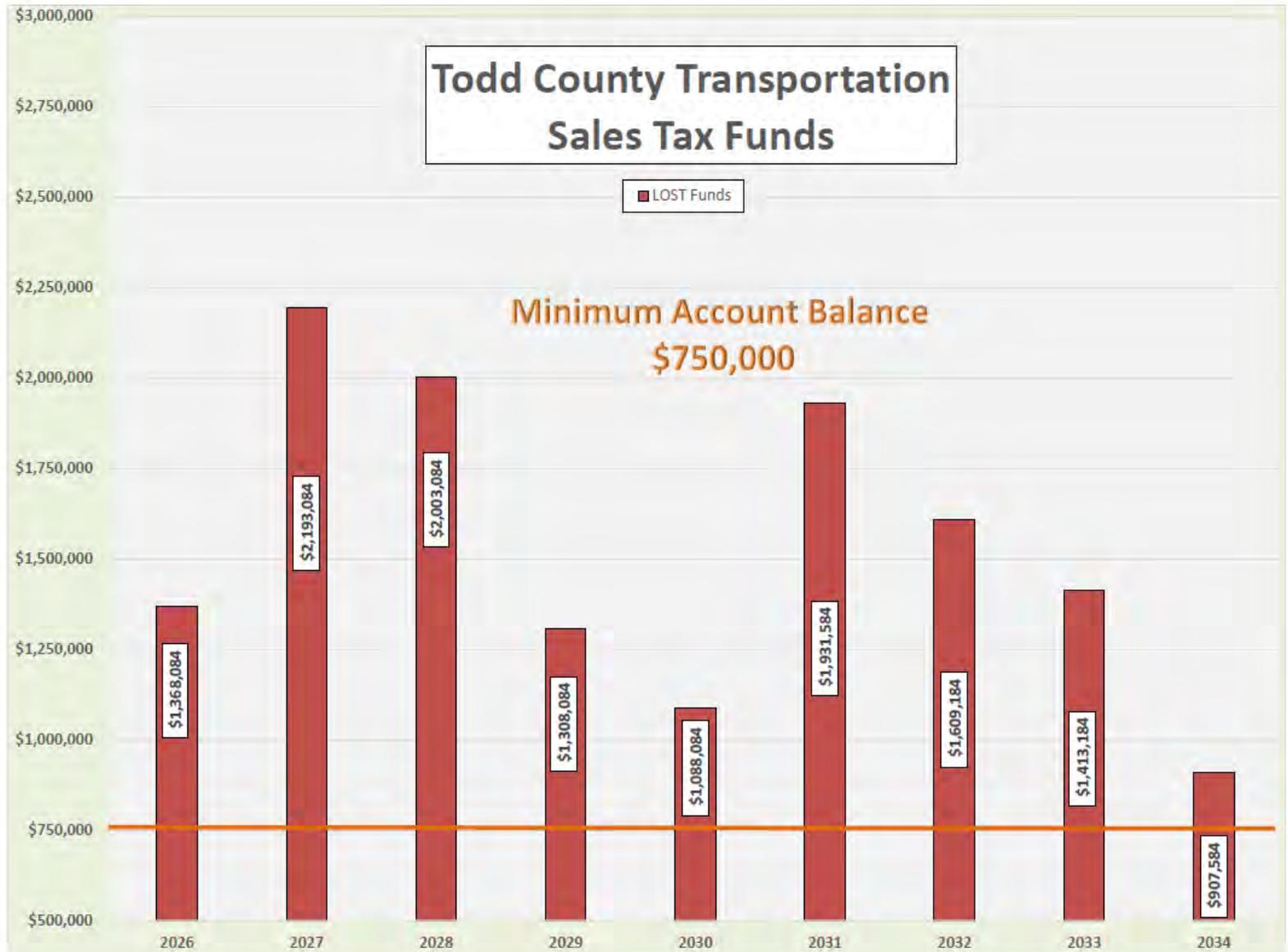
# County Road 99 Pavement Project - 2029

FY 2029 County Road 99 Engineer's Estimate = **\$800,000**  
 Recommended Funding Source = **Local Option Sales Tax**

**Current Local  
 Option Sales  
 Tax Account  
 Balance –  
 without CR 99  
 Project in FY  
 2029**



# County Road 99 Pavement Project - 2029



Revised Local Option Sales Tax Account Balance – with CR 99 Project in FY 2029



Note: This plan will not increase the local levy.

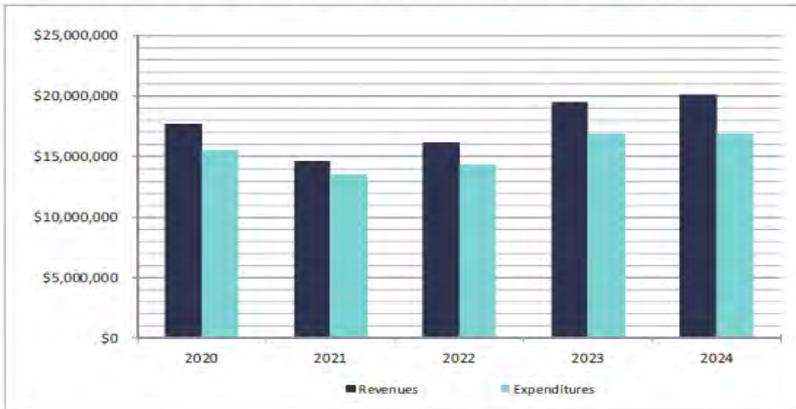
# County Road 84 Pavement Project - 2028

FY 2028 County Road 84 Engineer's Estimate = **\$2,250,000**

Recommended Funding Source = **Combination of Multiple Sources**

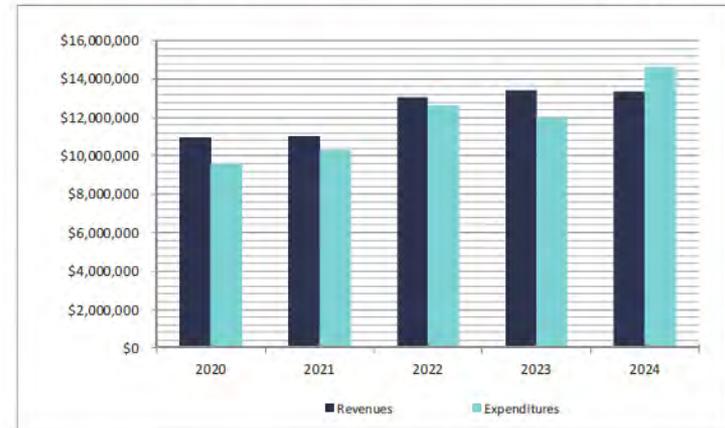
County Road 84 Finance Plan - Combination of Funding Sources		
Funding Source	Funding Amount	Funding Percent
Local Option Sales Tax	\$ 400,000.00	17.8%
General Fund Reserves	\$ 1,350,000.00	60.0%
Road and Bridge Reserves	\$ 500,000.00	22.2%
<b>Totals</b>	<b>\$ 2,250,000.00</b>	<b>100.0%</b>

*General Fund Revenues & Expenditures*



	2020	2021	2022	2023	2024
Revenues	\$ 17,734,808	\$ 14,634,330	\$ 16,196,526	\$ 19,568,748	\$ 20,156,802
Expenditures	15,507,055	13,571,459	14,324,269	16,859,097	16,893,074
Months Expenditures in Fund Balance	8.81	11.96	13.53	14.29	<b>14.74</b>

*Public Works Fund Revenues & Expenditures*



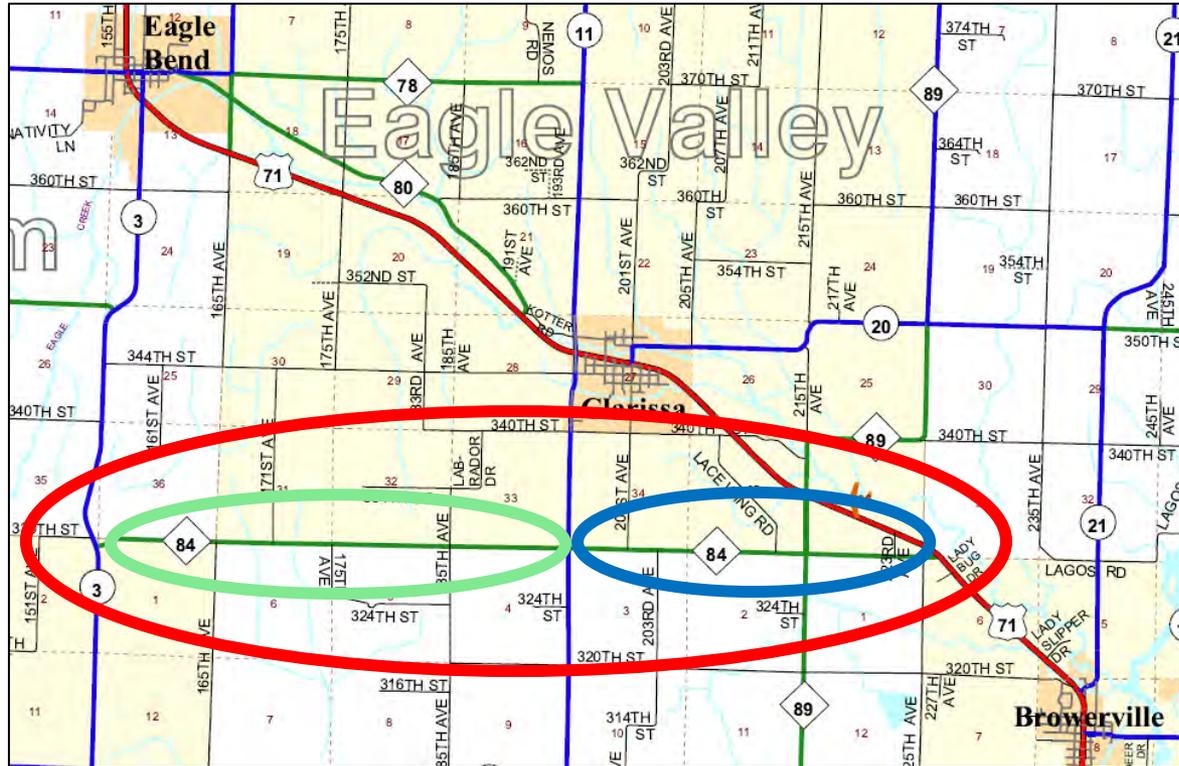
	2020	2021	2022	2023	2024
Revenues	\$ 10,921,271	\$ 11,004,814	\$ 13,029,050	\$ 13,408,751	\$ 13,370,750
Expenditures	9,589,751	10,305,755	12,603,122	12,032,632	14,659,018
Months Expenditures in Fund Balance	4.79	5.27	4.78	6.27	<b>3.98</b>

- Fluctuating revenue and expenditures over the project year
- Expenditures exceeded revenues in 2024, caused by a balance of \$1,288,268

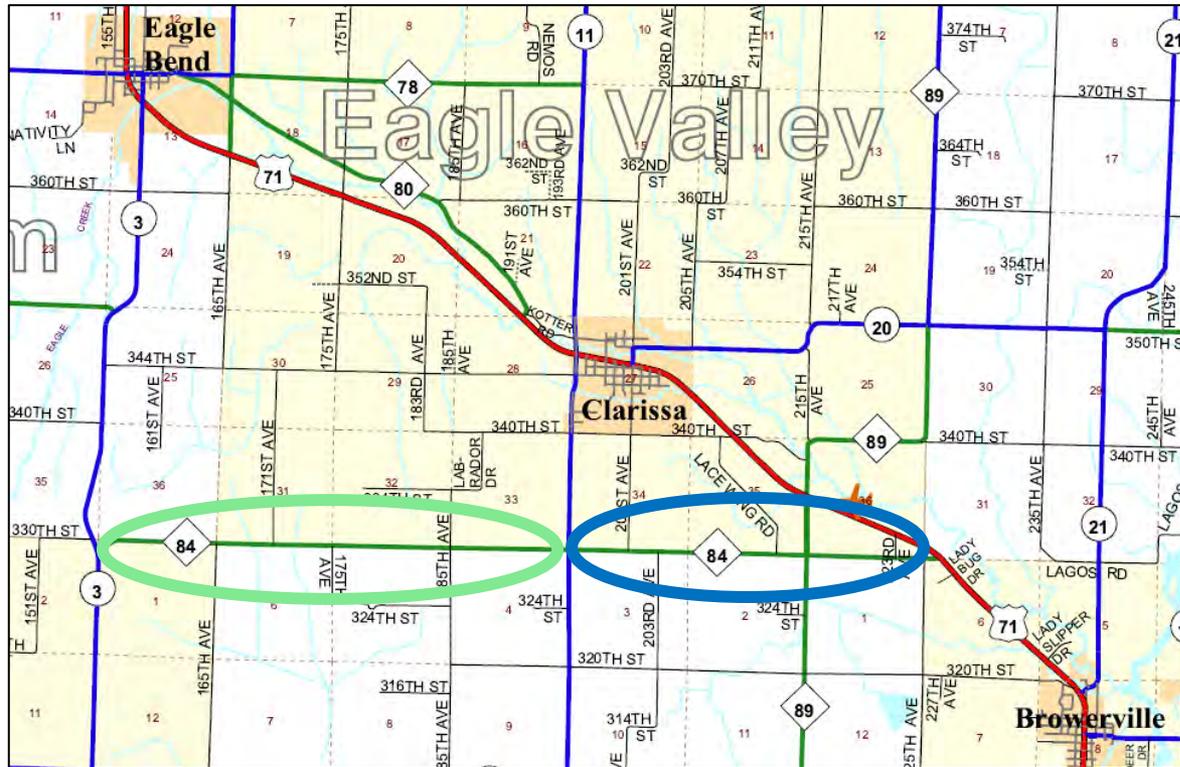
# County Road 84 Pavement Project - Modified

Modified Option = Split the road and only pave east or west portion.

County Road 84 (from CSAH 3 to US Highway 71) = \$2,250,000 (Original Option)



# County Road 84 Pavement Project - Modified



Note: These plans will not increase the local levy.

Option 1 = \$1,290,000

Option 2 = \$960,000 (Preferred)

Funding Source	Funding Amount	Funding Percent
Local Option Sales Tax	\$ 400,000.00	31.0%
General Fund Reserves	\$ 600,000.00	46.5%
Road and Bridge Reserves	\$ 290,000.00	22.5%
<b>Totals</b>	<b>\$ 1,290,000.00</b>	<b>100.0%</b>

Funding Source	Funding Amount	Funding Percent
Local Option Sales Tax	\$ 400,000.00	41.7%
General Fund Reserves	\$ 400,000.00	41.7%
Road and Bridge Reserves	\$ 160,000.00	16.7%
<b>Totals</b>	<b>\$ 960,000.00</b>	<b>100.0%</b>

# Options to Move Forward

## Option #1

Move forward with project schedules and **funding sources as recommended** in this presentation – see resolution below.



### Approval of Financial Plan for Adding Three Additional County Road Paving Projects to 5 Year Construction Plan (2026-2030)

WHEREAS, the Todd County Board of Commissioners has recently expressed an interest in investigating the possibility of adding three additional County Road Paving Projects to the Public Works 5 Year Construction Plan (2026 – 2030), and;

WHEREAS, the Todd County Public Works Department developed a ranking system based on various county road attributes for recommending future County Road Paving Projects for when additional funds are available from Local Option Sales Tax, and;

WHEREAS, the following top three ranked County Road Paving Projects are already included in the Public Works 5 Year Construction Plan (2026-2030) with funding from the Local Options Sales Tax:

- #1 Ranked Project – County Road 107 from CSAH 10 to CSAH 10 in Fiscal Year 2028
- #2 Ranked Project – County Road 95 from CR 94 to CSAH 2 in Fiscal Year 2029
- #3 Ranked Project – County Road 88 from CR 89 to US Highway 71 in Fiscal Year 2030

, and;

WHEREAS, the following additional County Road Paving Projects have been reviewed and determined that if they were to be paved in the next five years that they would mesh well into their recommended paving years paving contract due to their geographic proximity to the other paving projects in that area of the County:

- #4 Ranked Project – County Road 84 from CSAH 11 to US Highway 71 in Fiscal Year 2028
- #5 Ranked Project – County Road 99 from Stearns County Line to CSAH 2 in Fiscal Year 2029
- #6 Ranked Project – County Road 81 from CR 74 to CSAH 21 in Fiscal Year 2030

, and;

WHEREAS, the Public Works Department has analyzed and reviewed multiple potential funding sources that could be used to fund these three additional County Road Paving Projects, with an emphasize on utilizing such funding sources that will not require any additional increase to the County's Local Levy.

NOW, THEREFORE BE IT RESOLVED, that the Todd County Board of Commissioners does hereby authorize that the Public Works Department add the following County Road Paving Projects to the Public Works 5 Year Construction Plan (2026–2030) in the recommend Fiscal Years and that these projects shall be funded as described below in their corresponding financial plan:

Project: County Road 84 from County State Aid Highway 11 to US Highway 71  
Fiscal Year: 2028  
Funding Source: Local Option Sales Tax Funds (41.67% of Project Bid Amount)  
General Reserve Funds - Cash (41.67% of Project Bid Amount)  
Road and Bridge Reserve Funds - Cash (16.67% of Project Bid Amount)



Project: County Road 99 from the Stearns County Line to County State Aid Highway 2  
Fiscal Year: 2029  
Funding Source: Local Option Sales Tax Funds (100% of Project Bid Amount)

Project: County Road 81 from County Road 74 to County State Aid Highway 21  
Fiscal Year: 2030  
Funding Source: In FY 2028 reallocate FY 2027 County Debt Payment of \$365,700 to a County Road 81 Savings Account and continue such allocation in future Fiscal Years until project has been funded in its entirety.

# Options to Move Forward

## Option #1

Move forward with project schedules and **funding sources as recommended** in this presentation – see resolution below.

**NOW, THEREFORE BE IT RESOLVED**, that the Todd County Board of Commissioners does hereby authorize that the Public Works Department add the following County Road Paving Projects to the Public Works 5 Year Construction Plan (2026–2030) in the recommend Fiscal Years and that these projects shall be funded as described below in their corresponding financial plan:

**Project:** County Road 84 from County State Aid Highway 11 to US Highway 71  
**Fiscal Year:** 2028  
**Funding Source:** Local Option Sales Tax Funds (41.67% of Project Bid Amount)  
General Reserve Funds - Cash (41.67% of Project Bid Amount)  
Road and Bridge Reserve Funds - Cash (16.67% of Project Bid Amount)

**Project:** County Road 99 from the Stearns County Line to County State Aid Highway 2  
**Fiscal Year:** 2029  
**Funding Source:** Local Option Sales Tax Funds (100% of Project Bid Amount)

**Project:** County Road 81 from County Road 74 to County State Aid Highway 21  
**Fiscal Year:** 2030  
**Funding Source:** In FY 2028 reallocate FY 2027 County Debt Payment of \$365,700 to a County Road 81 Savings Account and continue such allocation in future Fiscal Years until project has been funded in its entirety.



# Additional Options to Move Forward

## Option #2

Move forward with project schedules as recommended in this presentation but use **bonding as a funding source** for all projects.

## Option #3

Move forward with projects as funding become available in the **Local Option Sales Tax Account**.



### Section 1.03 Meal reimbursement

- (a) Purpose: To define the meal reimbursement procedures for county employees, elected officials, and authorized representatives for expenses incurred while conducting business on behalf of Todd County as required by the county.
- (b) Todd County will provide reimbursement for meal expenses when such expenses are necessarily incurred while conducting county business. The Department Head must approve all requests prior to incurring reimbursable expenses. The actual cost of meals: not to exceed ~~\$10.00~~11.00 for breakfast, ~~\$12.00~~13.00 for lunch, and ~~\$18.00~~19.00 for dinner not to exceed ~~\$40.00~~43.00 per day, while traveling outside of the county will be reimbursed.
- (c) Individuals may claim reimbursement if they are not within the county boundaries during the regular scheduled meal period.
- (d) The Department Head must authorize meetings ~~with~~which include a meal charge in excess of the approved meal allowance.
- ~~(e)~~ When meals are part of a tuition or registration fee, no additional reimbursement for such meals can be claimed.
- ~~(e)~~(f) Meals, except those included with tuitions or registrations, are prohibited from being paid for by a county credit card.
- ~~(f)~~(g) Expenses for alcoholic beverages and tips are not reimbursable.
- ~~(g)~~(h) The reimbursement for meals, lodging, parking, and other related county expenses will occur only upon submittal of original detailed receipts. Pursuant to federal law, meal reimbursement without overnight lodging will be included as income and subject to income tax withholding and FICA deduction. If meals are included as part of a conference, seminar fee, or airline ticket and are not separately identified, they are not taxable income.

On a motion by Erickson and second by Becker the following was adopted by unanimous vote:

**TODD COUNTY TRAVEL POLICIES**

Section 1.01	Travel policy.....	1
Section 1.02	Out of state travel policy .....	4
Section 1.03	Meal reimbursement.....	4
Section 1.04	Conference/seminar requests.....	4

**WHEREAS**, it is the responsibility of the Todd County Board of Commissioners to establish appropriate policies regarding travel for employees, elected officials and authorized representatives of Todd County.

**NOW, THEREFORE BE IT RESOLVED**, that the following travel policies are adopted:

Section 1.01 Travel policy

- (a) This policy conforms to Minnesota Statutes §§471.38, 471.96(1), and 471.97 governing expenses incurred by employees in the conduct of county business. This policy is designed to provide the basis for determining whether there is authority for county expenditure, the expenditure serves a public purpose, and the expenditure is necessary and directly related to the betterment of the county.
- (b) Application and administration. This policy applies to all employees, appointed individuals and elected officials of Todd County. In the event that this policy conflicts with an applicable collective bargaining agreement, the latter controls. Should there be any conflict between this policy and state or federal law, the latter controls.
- (c) Travel requests and approval. The Todd County Board of Commissioners shall approve all travel costs through the annual budget process.
- (d) All travel for personnel requires the approval of the supervisor or Department Head as specified by department. Furthermore, all travel that is not budgeted requires the approval of the County Board.
- (e) Funds available. The Department Head is responsible to see that funds are available to pay for all expenses that they approve.
- (f) Billing. Whenever possible, employees will make travel and accommodation arrangements in advance and request that the county be invoiced. All authorized travel expenses, which are not invoiced directly to the county, are paid by the employee subject to reimbursement upon approval of a voucher claim and may be subject to IRS tax deductions. All employee claims subject to reimbursement should not reflect personal account numbers. Original detailed receipts will be required.
- (g) Travel guidelines.
  - (i) County vehicles are for the exclusive use of employees and other individuals involved in county business.
  - (ii) The County Board reimburses employees for traveling on official county business with a private automobile at the set mileage rate. Mileage is paid on the most reasonable direct travel route.
  - (iii) County vehicles and equipment are to be used for county related business only. However, assigned county vehicles may be used to a reasonable and limited extent for the purpose of personal business when traveling out of town.
  - (iv) When traveling from the normal work location and then returning to it, the mileage allowance is the actual miles traveled.
  - (v) When traveling to an alternate work site, the county will reimburse mileage at the current IRS rate per mile for actual miles incurred between the employee’s residence and the alternate work site or from the normal work site to the alternate work site, whichever is the least.



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# Todd County

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- (vi) The normal work location for employees assigned to multiple work locations is the work location scheduled for the day on which the expense was incurred.
- (vii) When an employee is required to attend a county approved work-related training session or conference during regular working hours, the employee shall be compensated for all hours of actual participation in the training session or conference, except meal periods and rest or sleep periods. The employee shall also be compensated for travel time and mileage to and from the conference or training session in excess of time and mileage to the employee's usual work site. If an employee uses a county vehicle or car pools with another conference participant, actual travel compensation shall exclude mileage.
- (viii) Operation of a vehicle while on county business under the influence of alcohol or impairing narcotics is prohibited.
- (ix) Tobacco use is prohibited in any county vehicle.
- (h) Reimbursements
  - (i) The amount of compensation to be paid for mileage reimbursement shall be consistent with the current rate set by the IRS.
  - (ii) Reimbursement for extended travel is paid on the basis of the prevailing mileage allowance rate or tourist air fares, whichever is less. When personal vehicles are used for extended travel not available by commercial transportation, travel reimbursement is made on an actual mileage basis. This excludes mileage for personal use. When two or more employees are traveling in one car, reimbursement is made to one employee.
  - (iii) Reimbursement for out-of-county meals, lodging, parking and other related county expenses will occur only upon submittal of original detailed receipts. Non-overnight meal expense reimbursement will be subject to applicable IRS tax deductions.
  - (iv) Employees using private automobiles are reimbursed on the actual expense basis for parking when that parking is related to county business at other than your normal location. Original detailed receipts for such payments must be submitted with the expense reimbursement request.
  - (v) Travel costs in a personal vehicle will not be reimbursed when a county owned vehicle is available for use unless approved by the Supervisor or Department Head.
- (i) Airline travel & lodging. Any Todd County employee or elected official who utilizes airline travel or lodging for county business should utilize county credit card whenever possible.
- (j) Travel time. County employees may be authorized time for travel the day prior to and/or the day following the convention or meeting date(s) when extended travel is required by the Department Head.
- (k) Travel expenses. Expense Voucher forms must be prepared after return from travel and presented to the responsible authority for approval within 90 days. The claims shall be presented to the County Board for approval at County Board meetings in a manner and form as approved by the County Board.
- (l) If an employee's family members accompany them on county business trips, the portion of the expenses attributable to the family member(s) is not reimbursable.
- (m) Liability insurance/driver's license. Employees shall not drive vehicles on county business without a valid Minnesota driver's license of the appropriate classification. Driving records of county employees who use vehicles for county business may be checked on an annual basis.
  - (i) All employees who engage in the use of county vehicles are required to have a valid and appropriate driver's license. It is the employee's responsibility to notify his/her supervisor if the employee's license has been revoked or suspended or if there is any other reason why the employee cannot drive a vehicle.



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# Todd County

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- (ii) Employees are required to have liability insurance in effect on all personal vehicles used for county purposes or while performing county business. The county may at any time require proof of such insurance.
- (n) How automobile liability coverage applies. It is a fundamental principal of automobile liability coverage that coverage follows the vehicle. The second priority is any coverage in effect covering the operator of the vehicle. Other coverage responds after these first two. Please refer to the current MCIT plan document located in Auditor/Treasurers Office for detailed information regarding auto insurance liability coverage. There are two scenarios of vehicle ownership to evaluate:
  - (i) Member-owned vehicle. Member-owned vehicle – for county-owned vehicles that are listed on the automobile schedule, MCIT provides primary auto liability coverage.
  - (ii) Non-owned vehicle and hired vehicle. Non-owned or hired vehicle – a vehicle not owned by the county that is being used for county business, MCIT provides hired and non-owned auto liability coverage on an excess basis. The primary liability coverage follows the vehicle. MCIT provides no physical damage coverage for hired and non-owned vehicles.
- (o) Carpooling definition: when two or more county employees attend the same meeting, workshop, training or conference and ride together in an employee’s personal vehicle or county vehicle.
  - (i) Car-pooling and the use of the county vehicles shall be utilized to save on travel related expenses.
  - (ii) When car-pooling and the use of the county motor pool/department vehicle are not feasible, the use of personal vehicles may be granted by the Supervisor or Department head to travel for the performance of job duties. Documentation will include date, function, site traveled to and a portal to portal mileage total.
- (p) Situations not specifically covered: Department Heads are authorized to make decisions on situations not specifically covered by this policy.
- (q) County vehicle fleet. The County Board will fund and maintain a county vehicle fleet. The vehicles in this fleet are to be the primary source of transportation for county employees while on approved county business.
  - (i) The County Auditor-Treasurer is responsible for establishing and administering for the operations of the county vehicle fleet within the parameters of this policy, including:
    - 1) Purchasing vehicles within the budget parameters set by the County Board and in accordance with approved capital improvement plans
    - 2) Scheduling of vehicles for use by employees, staging and parking vehicles, location and security of keys, accessing vehicles before and after hours and tracking vehicle use and mileage
    - 3) Maintenance schedules, planning and execution including agreement with a contractor for services
    - 4) Cross checking records to ensure that the provisions of 7.01(i) are adhered to including processing mileage submissions prior to submission to the County Board for warrant approval
    - 5) Determining which departments will be billed by the county car pool for use of vehicles
  - (ii) The public works department will maintain a fleet of vehicles independent of the county vehicle fleet, but the provisions of 7.01(i) will still apply.
  - (iii) The Sheriff’s Office will maintain a fleet of vehicles independent of the county vehicle fleet but the provisions of 7.01(i) will still apply.
  - (iv) Specific exemptions from this policy are County Commissioners
  - (v) The county will pay mileage for non-employees in certain situations as it applies such as contracted drivers, and committee members.



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- (vi) The County Auditor-Treasurer is responsible to resolve issues and problems arising with the county vehicle fleet and is empowered under this and other applicable provisions to make reasonable accommodations required to enact the direction of the County Board.

#### Section 1.02 Out of state travel policy

- (i) All out of state travel is subject to all other travel policies. In addition, for out of state travel, the County Board must approve, by motion, the parameters of the travel and associated expenses.
- (ii) Exempt from this out of state travel policy is travel by an employee traveling out of state by ground travel to contiguous states for periods shorter than 72 hours.
- (iii) Exceptions may also be made at the discretion of the County Attorney and the County Board Chairperson. Notification shall be made to the County Auditor-Treasurer of the approval.

#### Section 1.03 Meal reimbursement

- (a) Purpose: To define the meal reimbursement procedures for county employees, elected officials, and authorized representatives for expenses incurred while conducting business on behalf of Todd County as required by the county.
- (b) Todd County will provide reimbursement for meal expenses when such expenses are necessarily incurred while conducting county business. The Department Head must approve all requests prior to incurring reimbursable expenses. The actual cost of meals: not to exceed \$11.00 for breakfast, \$13.00 for lunch, and \$19.00 for dinner not to exceed \$43.00 per day, while traveling outside of the county will be reimbursed.
- (c) Individuals may claim reimbursement if they are not within the county boundaries during the regular scheduled meal period.
- (d) The Department Head must authorize meetings which include a meal charge in excess of the approved meal allowance.
- (e) When meals are part of a tuition or registration fee, no additional reimbursement for such meals can be claimed.
- (f) Meals, except those included with tuitions or registrations, are prohibited from being paid for by a county credit card.
- (g) Expenses for alcoholic beverages and tips are not reimbursable.
- (h) The reimbursement for meals, lodging, parking, and other related county expenses will occur only upon submittal of original detailed receipts. Pursuant to federal law, meal reimbursement without overnight lodging will be included as income and subject to income tax withholding and FICA deduction. If meals are included as part of a conference, seminar fee, or airline ticket and are not separately identified, they are not taxable income.

#### Section 1.04 Conference/seminar requests

- (a) Purpose: Define the criteria for attending required and discretionary training.
- (b) Conference/seminar request procedure
  - (i) Todd County employees must keep up to date with changes being made outside the county which affect the way county business is performed. It is also the intent of Todd County to encourage development of its staff to the fullest extent possible. Two areas that are used for this are "required" and "discretionary" training.
- (c) Required training
  - (i) Training requirements prescribed by governing authorities, or by an approved employee development program.
- (d) Discretionary training

- (i) Training requirements that allow staff to attend workshop/seminar activities related to their current position or an approved individual development plan.
- (ii) Todd County will reimburse or pay directly for registration fees, meals, lodging, and transportation to and from an approved session as defined in the county's travel and meal reimbursement policies.
- (e) A training request must be approved by the Department Head or Supervisor prior to attendance.

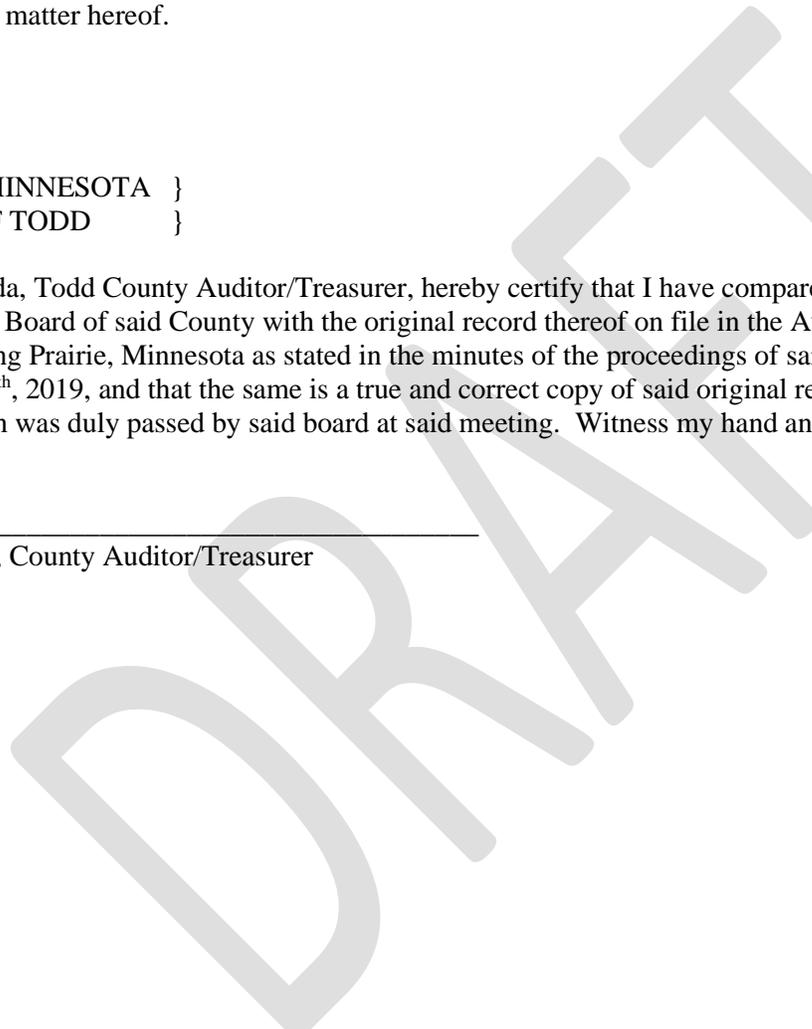
Section 1.05 Other Resolutions

It is understood that this Resolution replaces and supersedes all prior County Board actions, oral or written, relating to the subject matter hereof.

STATE OF MINNESOTA }  
 COUNTY OF TODD }

I, Denise Gaida, Todd County Auditor/Treasurer, hereby certify that I have compared the foregoing copy of the resolution of the County Board of said County with the original record thereof on file in the Auditor-Treasurer's Office of Todd County in Long Prairie, Minnesota as stated in the minutes of the proceedings of said board at a meeting duly held on November 19<sup>th</sup>, 2019, and that the same is a true and correct copy of said original record and of the whole thereof, and that said resolution was duly passed by said board at said meeting. Witness my hand and seal this 19<sup>th</sup> day of November, 2019.

\_\_\_\_\_  
 Denise Gaida, County Auditor/Treasurer



**Implementation Cost for Financial and Social Services**

	<b>Proposal 12.1.25</b>
	<b>46.7% Discount</b>
<b>CaseWorks Total Subscription License</b>	
Full Access User Licenses	156,140.00
Read Only User Licenses	2,226.00
<b>Total Software Licenses</b>	<b>158,366.00</b>
<b>Project Fees</b>	
NCT Implementation Project Fees	205,039.00
Less Discount	(95,824.98)
Less Federal Reimbursements	(37,023.35)
<b>Total Implementation Services*</b>	<b>72,190.67</b>
<b>Total Expenses</b>	<b>230,556.67</b>
<b>Possible Funding Sources</b>	
Sourcewell	(100,000.00)
<b>Total Possible Funding</b>	<b>(100,000.00)</b>
<b>Net Cost to the County</b>	<b>130,556.67</b>
ISC - EDMS Support (AppXtender) Fees	32,825.00
Eliminating 1 FTE	59,523.60
<b>Net Cost Difference to the County</b>	<b>38,208.07</b>

\*If Implementation Services are paid up front rather than over 5 years it would save the county approximately \$10,500, due to Federal Reimbursements decreasing after 10/1/2026.

		<b>Monthly Average</b>	
		<b>Expenses for 2025</b>	<b>Months</b>
<b>Combined Fund Balance as of 12/31/2025</b>	<b>5,590,187.00</b>	<b>1,131,675.89</b>	<b>4.94</b>
<b>Fund Balance Less Project Cost to the County</b>	<b>5,459,630.33</b>	<b>1,131,675.89</b>	<b>4.82</b>

## Subscription and Services Agreement

This Subscription and Services Agreement (this "Agreement") is dated March 6, 2026 (the "Effective Date") and is entered into by and between Next Chapter Technology, Inc. (NCT) located at 7700 Equitable Drive, Suite 200, Eden Prairie, MN ("Licensor") and Todd County, located at 212 2<sup>nd</sup> Ave S, Long Prairie, MN 56347 ("Customer"). This Agreement shall govern Customer's initial purchase on the Effective Date (set forth on Customer's initial Order) as well as any future purchases made by Customer for the Products listed on an Order on a subscription basis (each, a "Subscription"). The term of each Subscription is designated in the applicable Order (each, a "Subscription Term").

As part of each Subscription, Licensor provides the standard support and maintenance services described in Exhibit D attached hereto.

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

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

**Customer** means the Customer identified on the applicable Order Form.

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

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

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

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

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

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

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

**User** means an individual authorized by Customer to use the Products directly or an individual authorized by Customer to perform code commits into a source control management system. The licensed User quantity is the total number of unique Users of the Products calculated over the course of the entire Subscription Term.

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

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

3. **License Restrictions.** Customer shall not, on its own or through any parent, subsidiary, Affiliate, agent or other third party: (a) sell, lease, license, distribute, sublicense or otherwise transfer in whole or in part, any of the Products or the Documentation to a third party; (b) decompile, disassemble, translate, reverse engineer or otherwise attempt to violate or circumvent any technological use restrictions or derive source code from the Products, in whole or in part, nor will Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Products or encourage others to do so; (c) transfer license keys to any other person or entity or allow access to or permit use of the Products by any users other than Users, or any use which violates the technical restrictions of the Products, any additional licensing terms provided by Licensor via the Documentation, or the terms of this Agreement; (d) use the Products to develop, test, host or run and operate applications on behalf of third-parties, without Licensor's written consent; (e) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Products; (f) use the Products to provide third-party training; (g) modify or create derivative works based upon the Products, or modify or remove any proprietary notices or markings on or in the Products; (h) mine cryptocurrency using computing resources of the Products or any other Licensor computing resources; (i) load cryptocurrency mining code, scripts or malware into any Products or any other Licensor computing resources, (j) copy, republish, upload, post or transmit the Products in any way, (k) use the Products on a rental or managed services basis or to create a competitive offering, other software, products or technologies, or (l) use the Products for any purposes prohibited by applicable law. Customer agrees not to use or permit use of the Products to display, store, process or transmit any Customer Data that may (i) menace or harass any person or cause damage or injury to any person or property, (ii) involve the publication of any content that is false, defamatory, harassing or obscene, (iii) violate privacy rights or promote bigotry, racism, hatred or harm, (iv) constitute bulk e-mail, "junk mail," "spam" or chain letters, (v) constitute an infringement of Intellectual Property Rights or other proprietary rights; or (vi) otherwise violate applicable laws, ordinances or regulations. If Licensor suspects any breach of the restrictions set forth in this Section 3, including without limitation by Users, Licensor reserves the right to suspend access to the Products without advance notice, in addition to any other remedies Licensor may have at law or equity.
4. **Product Account, Password and Security.** To register for the Products, Customer must complete the registration process by providing accurate information as prompted by the registration form, including Customer's email address (username) and password. Customer will protect its passwords, license files, and take full responsibility for its own use, and third party use, of the Products and related accounts. Customer is solely responsible for any and all activities that occur under Customer's accounts.
5. **Subscription Term and Renewals.** The length of the Subscription Term shall be designated in the Order Form. Unless the Order Form states otherwise, the default Subscription Term shall be twelve months, and each Subscription Term will automatically renew for subsequent twelve-month Subscription Terms unless Customer notifies Licensor of its intent not to renew in writing at least sixty (60) days prior to the end of the Subscription Term. Except as set forth on the applicable Order Form, the rates for any Subscription Term renewals shall be Licensor's then-current Subscription rates.
6. **Payment Terms.** All fees are as set forth in the applicable Order Form and shall be paid by Customer. All payments are non-refundable. Except as set forth on the applicable Order Form, all payments are due in full within thirty (30) days. Licensor may terminate the Agreement for Customer's failure to pay amounts due within thirty (30) days of written notice. Interest accrues on outstanding amounts at the rate of 1% per annum or the maximum rate allowed by law. Any outstanding balance becomes immediately due and payable upon termination of this Agreement and any collection expenses (including attorneys' fees) incurred by Licensor will be included in the amount owed by Customer. If Customer is required to pay any withholding tax, charge or levy in respect of any payments due to Licensor hereunder, Customer agrees to gross up payments actually made such that Licensor shall receive sums due hereunder in full and free of any deduction for any such withholding tax, charge or levy. Payments will be made without right of set-off or chargeback. If payment of any fee is overdue, Licensor may suspend provision of the support until such delinquency is corrected.
7. **Software Verification and Audit.** During the Subscription Term Customer will maintain accurate records of use of the Products sufficient to show compliance with the terms of this Agreement. During this period, Licensor will have the right to audit Customer's use of the Products to confirm compliance with the terms of this Agreement. Each audit is subject to reasonable notice by Licensor and will not unreasonably interfere with Customer's business activities. Licensor may conduct no more than one (1) audit in any twelve (12) month period, and only during normal business hours. Customer will reasonably cooperate with Licensor and any third-party auditor and will, without prejudice to other rights of Licensor, address any non-compliance identified by the audit by promptly paying additional fees. Pursuant to Minnesota statute 16C.05 Subd. 5, the County or any of its duly authorized representatives shall have access to any books, documents, papers and records of NCT which are directly pertinent to the performance of this Agreement for the purpose of making audit, examination, excerpts and transactions to verify compliance with this Agreement.

8. **Confidentiality Obligations.** Unless otherwise agreed to in writing by the party to this Agreement that furnished the Confidential Information ("Disclosing Party"), the party to this Agreement receiving the Confidential Information ("Receiving Party") agrees (a) to keep all Confidential Information in strict confidence and not to disclose or reveal any Confidential Information to any person (other than such Receiving Party's Representatives who (i) are actively and directly involved in providing or receiving products under this Agreement (or the Agreement of which it is a part), and (ii) have a need to know the Confidential Information), and (b) not to use Confidential Information for any purpose other than in connection with fulfilling obligations or exercising rights under this Agreement (or the Agreement of which it is a part). The Receiving Party shall treat all Confidential Information of the Disclosing Party by using the same degree of care, but no less than a reasonable degree of care, as it accords its own Confidential Information. The parties agree to cause their Representatives who receive Confidential Information to observe the requirements applicable to the Receiving Party pursuant to this Agreement with respect to such information, including, but not limited to, the restrictions on use and disclosure of such information contained in this Section 8. Unless otherwise agreed, in advance and in writing, in the event that County or any employee or agent of County suggests any improvements and modifications to the Software, County acknowledges and agrees that, whether such improvements and/or modifications are implemented by NCT in whole or part, it assigns all right, title and interest, including copyrights, patents, trade secrets, and all other intellectual property rights, in any such suggestions, improvements and modifications to NCT without payment or compensation of any kind.
9. **Non-Confidential Information and Permitted Disclosures.** Notwithstanding Section 8, the obligations of the parties set forth herein shall not apply to any information that: was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Receiving Party or any of its Representatives; was known to the Receiving Party free of any obligation of confidentiality before or after the time it was communicated to the Receiving Party by the Disclosing Party; is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; is disclosed with the prior written approval of the Disclosing Party; or is disclosed pursuant to an order or requirement of a court, administrative agency or other governmental body; provided however, that the Receiving Party shall provide prompt written notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party the possibility to seek a protective order or otherwise prevent or restrict such disclosure, and shall use reasonable efforts to cooperate with the Disclosing Party (at the Disclosing Party's expense) to obtain such protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance in whole or in part, with the terms of this Agreement, the Receiving Party and its Representatives shall use reasonable efforts to disclose only that portion of the Confidential Information that is legally required to be disclosed or is the subject of such waiver, and to ensure that all Confidential Information that is so disclosed shall be accorded confidential treatment. The terms and obligations pertaining to confidentiality in this Agreement shall survive and remain in full force and effect for a period of three (3) years from the termination or expiration of this Agreement, unless the Disclosing Party expressly agrees in writing to release all or part of its Confidential Information from the restrictions imposed by this Agreement before such period has elapsed.
10. **Services.** If Customer orders professional Services pursuant to an SOW, the following terms shall apply. Customer will cooperate reasonably and in good faith with Licensor in the execution of Services by, without limitation: (i) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Licensor to perform its obligations under each Order; (ii) timely delivering any materials and other obligations specifically required under each Order; (iii) timely responding to Licensor's reasonable inquiries related to the Services; (iv) actively participating in relevant scheduled meetings; (v) providing information, data and feedback that is complete, accurate and timely in all material respects. Customer acknowledges that in the course of performing any Services, Licensor may create software or other works of authorship (collectively "Work Product"). Subject to Customer's rights in Customer Confidential Information, Licensor shall own all right title and interest in such Work Product, including all intellectual property rights therein and thereto. If any Work Product is delivered to Customer pursuant to or in connection with the performance of Services (a "Deliverable"), except for any products made available under a separate license, Licensor grants to Customer an irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, perform, distribute (internally and externally), transfer, exploit and make derivative works of any such Deliverables. Subject to Customer's rights in the Customer Confidential Information, Licensor and/or its successors and assigns shall be considered, forever and for all purposes throughout the universe, the author of the Work Product and the sole copyright owner thereof, and the owner of any rights therein, whether or not copyrightable, all proceeds derived therefrom.
11. **Indemnification.**
- a. Intellectual Property Infringement Indemnification.** Licensor shall defend, indemnify and hold harmless the Customer, its directors, officers, employees, affiliates and agents at NCT's expense from and against any suit, claim, action or proceeding brought against Customer by a third party that is not a party to this Agreement or an affiliate of a party to this Agreement ("Third Party Claim") alleging that the Products as provided by Licensor infringes upon a United States or Canadian patent, copyright, trademark or trade secret of that third party, subject to the procedures set forth in subsection 11(c). For the avoidance of doubt, under the foregoing indemnity Licensor will, where applicable, pay any damages and costs awarded against

Customer by final judgment of a court, or the amount of any agreed settlement regarding any such Third Party Claim. Licensor shall have no liability for settlements, obligations or costs incurred without its prior written consent. Should Customer's use of the alleged infringing Product be enjoined, or in the event that Licensor desires to minimize its potential liability hereunder, Licensor will, at its option and expense, (a) substitute non-infringing Product with functionality which is substantially similar to that of the allegedly infringing Product; (b) modify the infringing Product so that it no longer infringes but its functionality remains substantially equivalent; or (c) obtain for Customer the right to continue use of such Product. If, in Licensor's sole discretion, none of options set forth in the foregoing sentence is commercially reasonable, Licensor will terminate this Agreement respect to the allegedly infringing Product(s) and refund to Customer on a pro-rated basis, any pre-paid fees for the allegedly infringing Product(s). Licensor shall have no obligation to defend and indemnify any Third Party Claim to the extent the claim alleges: (i) any combination by Customer of equipment, processes, content or software with Licensor's Product, if such claim would have been avoided but for such combination; (ii) modification of the Product(s) by a party other than Licensor, if such claim would not have occurred but for such modification; or (iii) Customer's failure to use updated or modified product which is provided by Licensor at no cost to Customer to avoid or cure such claim, after notice by Licensor to Customer of the availability of such updated or modified product. The foregoing states the entire liability and obligations of Licensor and Customer's sole remedy for infringement, alleged infringement, or any breach of warranty of non-infringement, express or implied.

**b. General Indemnity.** Each of Customer and Licensor, at their own expense, will indemnify, defend, and hold harmless the other party, its subsidiaries, affiliates and assigns, and its and their respective directors, officers, employees, and agents (each, an "Indemnitee") from and against any Third Party Claims (including reasonable attorney's fees and expenses arising therefrom) relating to or incurred in connection with any arising out of or related to the Indemnifying Party's actual or alleged: (a) breach of its obligations under this Agreement; or (b) its Gross Negligence. "Gross Negligence" means a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.

**c. Procedure.** In the event a party seeks indemnity under this Section 11, as the case may be (the "Indemnified Party"), the Indemnified Party will give prompt written notice to the other party (the "Indemnifying Party") of the claim against which it seeks to be indemnified. (The failure by an Indemnified Party to give such notice will not relieve the Indemnifying Party of its obligations under this Section 11, except to the extent, if any, that the Indemnifying Party is materially prejudiced by such failure or delay.) The Indemnified Party will allow the Indemnifying Party to direct the defense and settlement of any such claim, with counsel of the Indemnifying Party's choosing, and will provide the Indemnifying Party, at the Indemnifying Party's sole cost and expense, with information and assistance that are reasonably necessary for the defense and settlement of the claim. The Indemnified Party will have the right to retain separate counsel and to participate in (but not control) any such action, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless: (a) the retention of counsel by the Indemnified Party has been authorized in writing by the Indemnifying Party; (b) the Indemnified Party has been advised by its counsel in writing that there is a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of the action, in which case the Indemnifying Party will not have the right to direct the defense of the action on behalf of the Indemnified Party unless it is able to engage counsel who is not subject to so conflicted); or (c) the Indemnifying Party has not in fact retained counsel to assume the defense of the action within a reasonable period of time following receipt of the notice given pursuant to this paragraph, in each of which cases the fees and expenses of such counsel will be at the expense of the Indemnifying Party. The Indemnifying Party shall have the right to settle any such claim without the consent of the consent of the Indemnified Party only so long as such settlement does not admit to any wrongdoing by any Indemnified Party, does not impose any liability or obligation (whether financial or otherwise) on any Indemnified Party and fully releases all Indemnified Parties from liability in connection with such claim. The Indemnifying Party will not be liable for any settlement of an action effected without written consent of its duly authorized representative (which consent will not be unreasonably withheld or delayed). No Indemnifying Party will consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnified Party a release from all liability with respect to the claim.

12. **Third Parties.** Customer shall not use the Products on behalf of a Third Party. This Agreement benefits solely Licensor and Customer, and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, confers on any other person or party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

13. **Termination.** This Agreement (and any applicable Order Form) and the licenses and access granted hereunder may be terminated by either party upon written notice if the other party has materially breached this Agreement (or

- any Order Form) and failed to cure such breach within thirty (30) days written notice from the non-breaching party. In no event will termination relieve Customer of the obligation to pay any fees due to Licensor under this Agreement.
14. **Effect of Termination.** All licenses will terminate immediately upon termination of this Agreement. Upon expiration or termination of a Subscription Term, the license to the applicable Product granted in Section 2 of this Agreement shall terminate immediately, and Customer shall immediately cease use of all such Products and Documentation. During the thirty (30) days following termination and subject to the payment of all fees owed under this Agreement, Licensor will make Customer's Data available for export and download by Customer. In no event will termination relieve Customer of the obligation to pay any fees due to Licensor under this Agreement.
  15. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS, SERVICES, AND SUPPORT ARE PROVIDED "AS IS." LICENSOR DOES NOT WARRANT THAT THE PRODUCTS, SERVICES AND SUPPORT PROVIDED TO CUSTOMER UNDER THIS AGREEMENT WILL OPERATE UNINTERRUPTED, THAT THEY WILL BE FREE FROM DEFECTS, OR THAT THE PRODUCTS ARE DESIGNED TO MEET CUSTOMER'S BUSINESS REQUIREMENTS. LICENSOR DOES NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.
  16. **LIMITATION OF REMEDIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL) ARISING FROM THIS AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
  17. **LIMITATION OF LIABILITY.** LICENSOR'S TOTAL AGGREGATE LIABILITY FOR CLAIMS ARISING HEREUNDER SHALL BE LIMITED TO DIRECT DAMAGES CAUSED BY LICENSOR IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID BY CUSTOMER TO LICENSOR DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM GIVING RISE TO THE CAUSE OF ACTION. The provisions of this Section allocate risks under this Agreement between Customer and Licensor. Licensor's fees for the Subscriptions reflect this allocation of risks and limitation of liability.
  18. **STATUTE OF LIMITATIONS; JURY WAIVER.** NEITHER PARTY SHALL BRING ANY CLAIM BASED ON THE SUBSCRIPTIONS OR SUPPORT PROVIDED HEREUNDER MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. BOTH PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.
  19. **Marketing Support.** Customer agrees that Licensor may publish a brief description of its relationship with Customer as a licensee of the Products or Licensor customer, including by identifying Customer and using Customer's name or logo, on any of Licensor's websites, client lists, press releases, or other marketing materials.
  20. **Compliance with Laws.** The parties shall abide by applicable federal, state or local laws, statutes, ordinances, rules and regulations now in effect, or hereafter adopted, pertaining to this Agreement or the subject matter of this Agreement. This shall include obtaining all licenses, permits or other rights required for the provision of services contemplated by this agreement. During the performance of this agreement, Licensor agrees that no person shall, on the grounds of race, color, religion, age, sex, disability, marital status, status with regard to public assistance, criminal record, familial status, sexual orientation, creed or national origin be excluded from full employment rights or be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination. Specifically, Licensor agrees: (i) that, in the hiring of common or skilled labor for the performance of work under this Agreement or any subcontract, no contractor, material supplier, or vendor shall by reason of race, color, religion, age, sex, disability, marital status, status with regard to public assistance, criminal record, familial status, sexual orientation, creed or national origin discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (ii) that no contractor, material supplier or vendor shall, in any manner, discriminate against or intimidate or prevent the employment of such person or persons identified in this clause (i), or on being hired, prevent or conspire to prevent the persons or persons from the performance of work under any contract on account of race, color, religion, age, sex, disability, marital status, status with regard to public assistance, criminal record, familial status, sexual orientation, creed or national origin; (iii) that a violation of clause i. or ii. is a misdemeanor; and (iv) this Agreement may be cancelled or terminated by the County and all money due or to become due may be forfeited for a second or any subsequent violation of this Agreement.
  21. **Data Privacy and Security.** In collecting, storing, using and disseminating data on individuals in the course of providing services hereunder, Licensor agrees to abide by all applicable state and federal statutes, rules and regulation covering data privacy under which Customer is obligated, including but not limited to HIPAA, the Minnesota Data Practices Act and all rules promulgated pursuant thereto by the Commissioner of the Department of Administration and shall not release any such data in a manner which would be prohibited to the Customer.

22. **Amendments; Waivers.** No supplement, modification, or amendment of the terms of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other form employed or provided by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.
23. **Entire Agreement.** This Agreement, together with any other documents incorporated by reference and all related Appendices, Exhibits, Order Forms, and Statements of Work , as applicable, constitutes the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the Products subscription, unless such terms and conditions are expressly stated as an amendment to this Agreement and duly signed on behalf of both parties. In the event of any inconsistency between the statements made in the body of this Agreement, the related Appendices, Exhibits, Order Forms, Statements of Work and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; (ii) second, the Appendices, Exhibits, Order Forms, Statements of Work attached to or incorporated into this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.
24. **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including but not limited to any strike, blockade, war, epidemic, pandemic, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval of a license by a government agency.
25. **Assignment.** Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld, delayed or conditioned and any such assignment in violation of this Section 25 shall be void, except that the transfer of this Agreement or rights granted hereunder to a successor entity in the event of a merger, corporate reorganization, or acquisition shall not constitute an assignment for purposes of this Section 25. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their permitted successors and permitted assigns.
26. **Subcontractors.** Licensor shall not employ any subcontractor to perform any services in the scope of this Agreement, unless said subcontractor is approved in writing by the Customer. Any such subcontractor shall be paid by Licensor.
27. **Independent Contractor.** Licensor is an independent contractor and nothing herein contained shall be construed to create the relationship of an employer and employee between the Customer and Licensor or Licensor agents, servants or employees. Licensor shall at all times be free to exercise initiative, judgment, and discretion as to how to best perform or provide services. Licensor acknowledges and agrees that Licensor, Licensor's agents, servants and employees, are not entitled to receive any of the benefits received by Customer's employees and is not eligible for workers' or unemployment compensation benefits. Licensor also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Licensor and that it is Licensor's sole obligation to comply with applicable provisions of all federal and state tax laws.
28. **No Agency.** The relationship between Licensor and the Customer shall not be that of partners or agents of one another or considered a joint venture, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them. Neither party shall have the authority to assume or create any obligation on behalf of, in the name of, or binding upon the other party.
29. **Governing Law, Venue, and Arbitration.** This Agreement shall be governed by the laws of the State of Minnesota and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act (UCITA). Any controversy or claim arising out of or relating to this Agreement shall be determined by final and binding arbitration administered by JAMS under its Comprehensive Arbitration Rules and Procedures or its Streamlined Arbitration Rules & Procedures ("Rules"). The award rendered by the arbitrator shall be final, non-reviewable, non-appealable, and binding on the parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or in default thereof appointed by the JAMS in accordance with its Rules. The seat or place of arbitration shall be Stearns County, Minnesota. The arbitration shall be conducted, and the award shall be rendered, in the English language. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. The arbitrator will have no authority to award damages exceeding the amount identified in Section 18 of this Agreement, Limitation of Liability.
30. **Authorized Representative.** Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this agreement or in a modification of this Agreement.

**Next Chapter Technology, Inc.:**

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

**Customer: Todd County:**

Jackie Och, Director – Health and Human Services  
212 2<sup>nd</sup> Ave S  
Long Prairie, MN 56347

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

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

**Customer: Todd County**

Signature: \_\_\_\_\_  
County Director (Signature)

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

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

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

Signature: \_\_\_\_\_  
County Commissioner (Signature)

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

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

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

**Next Chapter Technology, Inc.**

Signature: \_\_\_\_\_  
NCT Representative (Signature)

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

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

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

**Exhibit A**  
**Statement of Work**

**Table of Contents**

Document Overview.....	9
Project Overview.....	9
Project Goals.....	9
Project Assumptions.....	10
Project Deliverables.....	11
Roles and Responsibilities.....	13

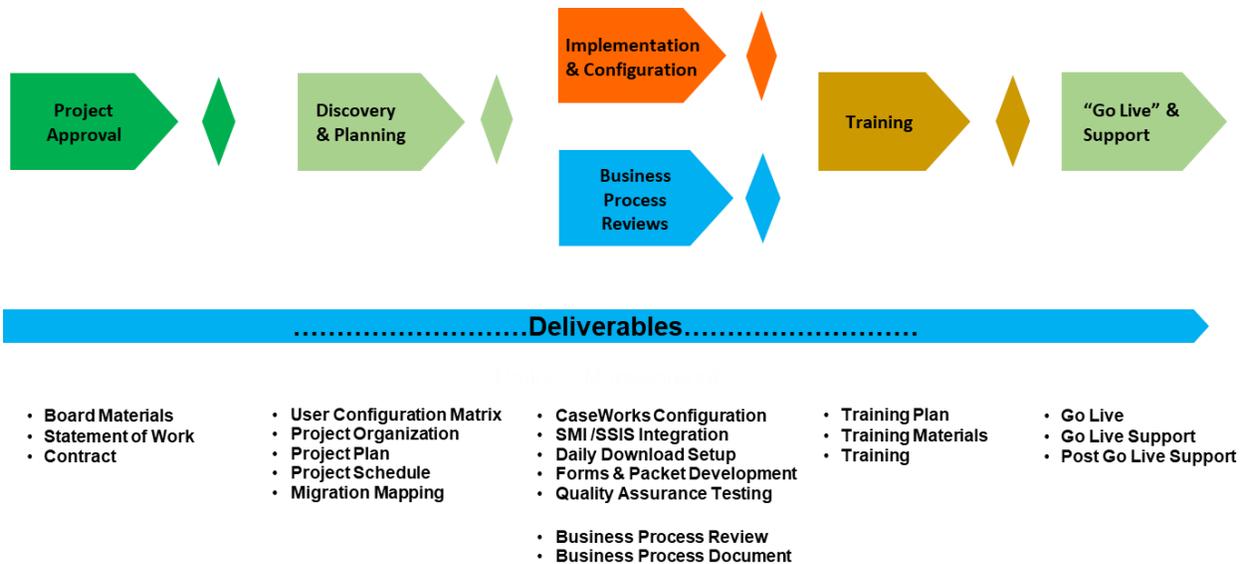
## Document Overview

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, METS/MNSure Edition, Child Support Edition, and Social Services Edition solutions within Todd County Health and Human Services Division, specifically the Adult Services, Child Services, and Financial Support Units.

## Project Overview

The County is seeking to implement an Electronic Document Management System (EDMS) & workflow automation solution for their Health and Human Services Division. 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 Health and Human Services Division.

**Goal 2:** Implement an Electronic Document Management System which serves as a catalyst to streamline business processes, improve the sharing and the security of the electronic document across all locations, and improve compliance within the County’s Health and Human Services Division.

**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**

- CaseWorks Financial Services, METS/MNsure, & Child Support Editions Go Live at the same time
- Maxis is still the Case Management System and the "System of Record" for Financial Services
- Prism is still the Case Management System and the "System of Record" for Child Support
- SSIS is the Case Management System and the System of Record for Social Services
- Adult Services, Child Services, and Licensing will go live at the same time
- Off-site workers are fully supported, both during implementation and after Go Live
- The solutions will be "hosted" in the Azure Gov Cloud
- QA Teams are identified to assist in Discovery, Process Reviews, and QA Reviews (FSE, MSE, CSE, and 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
- Documents can be migrated from the current document management system (Cost estimate for NCT Migration Services is included, however, cost estimate for 3<sup>rd</sup> Party extract from legacy system is not included in this model)
- Todd County 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.)
- All Status Meetings, Process & Forms Reviews, Training, and Support will be accomplished virtually

## Project Deliverables

When completed, the County's Health and Human Services Department will have fully implemented and supported CaseWorks Editions operational in their Adult Services, Child Services, and Financial Support units.

- This includes CaseWorks – Financial Services Edition, CaseWorks - METS/MNsure Edition, CaseWorks - Child Support Edition, and CaseWorks - Social Services Edition.
- Business Process Review and Business Process Documents
- 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
- Scanning Solution
- Electronic Forms Management Solution
- Resident Portal with Identity Management
- County Attorney Features and Support (Child Support)
- Court Appearances Support (Child Support)
- Activity and Appointments Management Solution
- METS/MNsure Solution
- Mobile Solution
- Privileged Case Management
- Support for automated Record Retention Process
- Copy/Transfer Documents between Units
- Capture Solution (Print2CaseWorks)
- CaseWorks Archiving
- Implementation Team
- Virtual Training and Go Live Support
- Virtual Refresher Training
- Ongoing support includes:
  - Help Desk Support (Tickets and/or Phone Calls)
  - Break/Fix Support
  - Feature Enhancements
  - Forms Maintenance
  - New User Training – (Quarterly)
  - Knowledge base
  - Training Video Library
  - User Groups

## 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 Edition (FSE/MSE/CSE/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> <li>– Implement Resident Self-Service Portal</li> </ul> </li> <li>• Add County Specific Forms uncovered during Discovery (County agrees to use other agency forms already in CaseWorks as much as possible)</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 SSIS and SMI</i> are considered out of scope.</li> </ul>
Other Divisions and Departments	<ul style="list-style-type: none"> <li>• Activities related to the implementation of Caseworks Software – FSE/MSE/CSE/SSE other than Health and Human Services is considered out of scope.</li> </ul>

## **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 to 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 (Nikk Livingston)**

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

### **County Project Manager (TBD)**

The Project Manager will assist in the management of internal tasks and resources to ensure a successful implementation of the Caseworks Software Financial Services Edition, METS/MNsure Edition, Child Support 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, METS/MNsure Edition, Child Support Edition, and Social Services Edition solutions.

### **Project Sponsor (Jackie Och)**

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.

## Exhibit B

# Insurance Requirements

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

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

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

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

## Exhibit C

# Project Schedule

**(FSE/MSE/CSE/SSE)**

Task No.	Task	Resources	Start Date	End Date	Comment
1	Pre-planning - Kick-off Meeting	Both	3/9/2026	3/13/2026	Coordinate project schedule: kickoff planning
2	Project Management/Weekly Status Meetings	NCT	TBD	TBD	
3	Technical Review	Both	TBD	TBD	
4	Server Hardware & OS Software Review & Setup	Both	TBD	TBD	
5	All Team - Project Overview & Demo	Both	TBD	TBD	Communicate project plan; key dates; sneak peak demo of CW
6	User Matrix	Both	TBD	TBD	
7	Forms Review	Both	TBD	TBD	
8	Request SMI User Credentials	County	TBD	TBD	Includes Maxis and/or Prism
9	Request PRISM one time download	County	TBD	TBD	
10	Establish data connections/SSIS	NCT	TBD	TBD	
11	Migration Mapping	Both	TBD	TBD	
12	Workstation Setup (Users)	County	TBD	TBD	
13	Establish data connections & FSE/MSE Daily Downloads	NCT	TBD	TBD	
14	Data Integration	NCT	TBD	TBD	
15	Application Software Set-up & Configuration	NCT	TBD	TBD	
16	Business Process Reviews and Documentation	Both	TBD	TBD	
17	Identify & Review AutoSend Copy List	County	TBD	TBD	
18	Application Software Configuration	NCT	TBD	TBD	
19	Quality Assurance Review - Internal	NCT	TBD	TBD	
20	End User Access Sessions	Both	TBD	TBD	
21	Create Local Forms	NCT	TBD	TBD	
22	Request 2nd PRISM download	County	TBD	TBD	
23	Quality Assurance Review - External	Both	TBD	TBD	Utilize Quality Assurance Team
24	End User Training	NCT	7/6//2026	7/10//2026	Multiple session offerings: total 1.5 days training for all users
25	Go Live	Both	7/13/2026	7/13/2026	
26	Post Go Live Support	NCT	7/13/2026	7/17/2026	
27	Migration	NCT	TBD	TBD	

## Exhibit D

# Software Support Agreement

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

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

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

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

tips, online support, a download library of Updates, and Documentation associated with the Products.

- e. Response Levels. Licensor will respond to service related incidents and/or requests for support relating to Errors submitted by the Customer within the following timeframes:
  - i. 0-8 business hours (during business hours for issues classified as Severity 1 priority.
  - ii. Within 16 business hours (2 working days) for issues classified as Severity 2 priority.
  - iii. Within 40 business hours (5 working days) for issues classified as Severity 3 priority.

2. Severity Definitions & Resolution Times.

- a. Severity 1: Due to Errors, CaseWorks is completely unavailable for all critical business units, or greater than 75 percent of all production users. Only a production incident can be classified this severely. Licensor will use commercially reasonable efforts to resolve Severity 1 issues within 8 business hours. If a Severity 1 Error will take longer than 8 business hours to correct, Customer shall be notified of the proposed Error Correction and Error Correction completion time within 8 business hours.
- b. Severity 2: Due to Errors, the supported solution is intermittently unavailable for all users, or there is serious performance degradation to the point where the system is unusable. A critical module is unavailable or over 50 percent of all end users are experiencing the same symptoms. Single user issues can be escalated to this severity if the issue is preventing a critical business function. Only a production incident can be classified this severely. Licensor will use commercially reasonable efforts to resolve Severity 2 issues within 16 business hours. If a Severity 2 Error will take longer than 16 business hours to correct, Customer shall be notified of the proposed Error Correction and Error Correction completion time within 16 business hours.
- c. Severity 3: Due to Errors, CaseWorks is experiencing minor to moderate issues. Single user issues can be escalated to this severity if it is preventing a critical business function at the Customer. A Severity 1 or 2 issues could be downgraded to this severity if a temporary work-around is available. Customer will use commercially reasonable efforts to resolve Severity 3 issues within 40 business hours

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

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

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

- d. On Site Support. All software support services will be provided remotely via an online connection. Software support services, including all diagnostic and remedial assistance at the Customer

facilities or other remote locations is not included within the software support services provided hereunder. Such diagnostic and remedial assistance at the Customer facilities or other remote locations may be obtained by the Customer by purchasing separate consulting services from Licensor at Licensor's then-existing rates, plus expenses.

- e. Network. The Customer shall take full responsibility for all maintenance and support of any network linked to the CPU containing the Product.
- f. Reporting. The Customer shall keep an accurate event log showing the incident of trouble, the action taken by the Customer personnel with respect to the incident, as well as report of trouble by the Customer to Licensor. Upon request by Licensor, the Customer shall provide a report to Licensor relating to the foregoing. Licensor shall keep an accurate event log showing the incident of trouble, the action taken by Licensor's personnel with respect to the incident, as well as a report by Licensor to the Customer.
- g. No Expansion of Software Support Services. No action by Licensor in the performance of software support services shall be deemed to expand the scope of software support services as defined herein.
- h. Exclusions. Software support services shall not include (a) support of accessories, alterations, and attachments, other devices or peripheral equipment (including without cabling not furnished by Licensor), and (b) electrical work external to the Product in this Agreement.

**Exhibit E**  
**Order Form**

<b>Customer: Todd County</b>		<b>Order Information</b>	
Address:	212 2 <sup>nd</sup> Ave S	Payment Terms:	Net 30
City:	Long Prairie	Payment Method:	Check/ACH
State:	MN		
Zip:	56347		

**Billing Contact**

Name: Kaitlin Pesta  
 Title: Accounting Supervisor  
 Email: [Kaitlin.pesta@co.todd.mn.us](mailto:Kaitlin.pesta@co.todd.mn.us)  
 Phone: (320) 732-4500

**Primary Contact**

Name: Jackie Och  
 Title: Director, Health and Human Services  
 Email: [Jackie.och@co.todd.mn.us](mailto:Jackie.och@co.todd.mn.us)  
 Phone: (320) 732-4500

**Product Subscription Licenses Total – (FSE/MSE/CSE/SSE)**

Description	# of Licenses	Year 1 Subscription Cost
CaseWorks Financial Services, METS/MNsure Editions (FSE/MSE)	27	\$56,970
CaseWorks Child Support Edition (CSE)	11	\$23,210
CaseWorks Child Support Edition (CSE) – Read Only	7	\$2,226
CaseWorks Social Services Edition (SSE)	36	75,960
CaseWorks Connect	1	Included in above cost
CaseWorks Client Portal	1	Included in above cost

**Subscription Billing Schedule**

Subscription Term	FSE/MSE	CSE	SSE	Total
Jan 1 – Dec 31, 2026*	\$56,970	\$25,436	\$75,960	\$158,366
Jan 1 – Dec 31, 2027	\$58,679	\$26,199	\$78,239	\$163,117
Jan 1 – Dec 31, 2028	\$60,439	\$26,985	\$80,586	\$168,010
Jan 1 – Dec 31, 2029	\$62,253	\$27,794	\$83,004	\$173,051
Jan 1 – Dec 31, 2030	\$64,120	\$28,628	\$85,494	\$178,242

\*Amount will be prorated based on Pre-Planning and Kickoff Meeting

### \*Subscription Billing Schedule – Year 1

Category	Terms
Subscription Licenses	<ul style="list-style-type: none"> <li>• 25% upon contract signing and receipt of invoice.</li> <li>• 75% upon completion of Go-Live</li> </ul>

### Professional Services Total – (FSE/MSE/CSE/SSE)

(Deliverables per SOW Exhibit A)

Description	Amount
Implementation Services (FSE/MSE)	\$39,317
Implementation Services (CSE)	\$19,658
Implementation Services (SSE)	\$50,239

### Professional Services – Year 1

Description	Amount
Implementation Services (FSE/MSE)	\$11,388
Implementation Services (CSE)	\$5,694
Implementation Services (SSE)	\$14,552

### Professional Services Billing Schedule – Year 1

Category	Terms
Implementation Services	<ul style="list-style-type: none"> <li>• 25% upon contract signing and receipt of invoice.</li> <li>• 75% upon completion of Go-Live</li> </ul>

### Professional Services Billing Schedule – Years 2 - 5

Subscription Term	FSE/MSE	CSE	SSE	Total
Jan 1 – Dec 31, 2027	\$9,678	\$4,839	\$12,366	\$26,883
Jan 1 – Dec 31, 2028	\$7,917	\$3,958	\$10,115	\$21,990
Jan 1 – Dec 31, 2029	\$6,101	\$3,051	\$7,797	\$16,949
Jan 1 – Dec 31, 2030	\$4,233	\$2,116	\$5,409	\$11,758

## Subscription and Services Agreement

This Subscription and Services Agreement (this "Agreement") is dated March 6, 2026 (the "Effective Date") and is entered into by and between Next Chapter Technology, Inc. (NCT) located at 7700 Equitable Drive, Suite 200, Eden Prairie, MN ("Licensor") and Todd County, located at 212 2<sup>nd</sup> Ave S, Long Prairie, MN 56347 ("Customer"). This Agreement shall govern Customer's initial purchase on the Effective Date (set forth on Customer's initial Order) as well as any future purchases made by Customer for the Products listed on an Order on a subscription basis (each, a "Subscription"). The term of each Subscription is designated in the applicable Order (each, a "Subscription Term").

As part of each Subscription, Licensor provides the standard support and maintenance services described in Exhibit D attached hereto.

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

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

**Customer** means the Customer identified on the applicable Order Form.

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

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

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

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

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

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

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

**User** means an individual authorized by Customer to use the Products directly or an individual authorized by Customer to perform code commits into a source control management system. The licensed User quantity is the total number of unique Users of the Products calculated over the course of the entire Subscription Term.

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

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

3. **License Restrictions.** Customer shall not, on its own or through any parent, subsidiary, Affiliate, agent or other third party: (a) sell, lease, license, distribute, sublicense or otherwise transfer in whole or in part, any of the Products or the Documentation to a third party; (b) decompile, disassemble, translate, reverse engineer or otherwise attempt to violate or circumvent any technological use restrictions or derive source code from the Products, in whole or in part, nor will Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Products or encourage others to do so; (c) transfer license keys to any other person or entity or allow access to or permit use of the Products by any users other than Users, or any use which violates the technical restrictions of the Products, any additional licensing terms provided by Licensor via the Documentation, or the terms of this Agreement; (d) use the Products to develop, test, host or run and operate applications on behalf of third-parties, without Licensor's written consent; (e) use, post, transmit or introduce any device, software or routine which interferes or attempts to interfere with the operation of the Products; (f) use the Products to provide third-party training; (g) modify or create derivative works based upon the Products, or modify or remove any proprietary notices or markings on or in the Products; (h) mine cryptocurrency using computing resources of the Products or any other Licensor computing resources; (i) load cryptocurrency mining code, scripts or malware into any Products or any other Licensor computing resources, (j) copy, republish, upload, post or transmit the Products in any way, (k) use the Products on a rental or managed services basis or to create a competitive offering, other software, products or technologies, or (l) use the Products for any purposes prohibited by applicable law. Customer agrees not to use or permit use of the Products to display, store, process or transmit any Customer Data that may (i) menace or harass any person or cause damage or injury to any person or property, (ii) involve the publication of any content that is false, defamatory, harassing or obscene, (iii) violate privacy rights or promote bigotry, racism, hatred or harm, (iv) constitute bulk e-mail, "junk mail," "spam" or chain letters, (v) constitute an infringement of Intellectual Property Rights or other proprietary rights; or (vi) otherwise violate applicable laws, ordinances or regulations. If Licensor suspects any breach of the restrictions set forth in this Section 3, including without limitation by Users, Licensor reserves the right to suspend access to the Products without advance notice, in addition to any other remedies Licensor may have at law or equity.
4. **Product Account, Password and Security.** To register for the Products, Customer must complete the registration process by providing accurate information as prompted by the registration form, including Customer's email address (username) and password. Customer will protect its passwords, license files, and take full responsibility for its own use, and third party use, of the Products and related accounts. Customer is solely responsible for any and all activities that occur under Customer's accounts.
5. **Subscription Term and Renewals.** The length of the Subscription Term shall be designated in the Order Form. Unless the Order Form states otherwise, the default Subscription Term shall be twelve months, and each Subscription Term will automatically renew for subsequent twelve-month Subscription Terms unless Customer notifies Licensor of its intent not to renew in writing at least sixty (60) days prior to the end of the Subscription Term. Except as set forth on the applicable Order Form, the rates for any Subscription Term renewals shall be Licensor's then-current Subscription rates.
6. **Payment Terms.** All fees are as set forth in the applicable Order Form and shall be paid by Customer. All payments are non-refundable. Except as set forth on the applicable Order Form, all payments are due in full within thirty (30) days. Licensor may terminate the Agreement for Customer's failure to pay amounts due within thirty (30) days of written notice. Interest accrues on outstanding amounts at the rate of 1% per annum or the maximum rate allowed by law. Any outstanding balance becomes immediately due and payable upon termination of this Agreement and any collection expenses (including attorneys' fees) incurred by Licensor will be included in the amount owed by Customer. If Customer is required to pay any withholding tax, charge or levy in respect of any payments due to Licensor hereunder, Customer agrees to gross up payments actually made such that Licensor shall receive sums due hereunder in full and free of any deduction for any such withholding tax, charge or levy. Payments will be made without right of set-off or chargeback. If payment of any fee is overdue, Licensor may suspend provision of the support until such delinquency is corrected.
7. **Software Verification and Audit.** During the Subscription Term Customer will maintain accurate records of use of the Products sufficient to show compliance with the terms of this Agreement. During this period, Licensor will have the right to audit Customer's use of the Products to confirm compliance with the terms of this Agreement. Each audit is subject to reasonable notice by Licensor and will not unreasonably interfere with Customer's business activities. Licensor may conduct no more than one (1) audit in any twelve (12) month period, and only during normal business hours. Customer will reasonably cooperate with Licensor and any third-party auditor and will, without prejudice to other rights of Licensor, address any non-compliance identified by the audit by promptly paying additional fees. Pursuant to Minnesota statute 16C.05 Subd. 5, the County or any of its duly authorized representatives shall have access to any books, documents, papers and records of NCT which are directly pertinent to the performance of this Agreement for the purpose of making audit, examination, excerpts and transactions to verify compliance with this Agreement.

8. **Confidentiality Obligations.** Unless otherwise agreed to in writing by the party to this Agreement that furnished the Confidential Information ("Disclosing Party"), the party to this Agreement receiving the Confidential Information ("Receiving Party") agrees (a) to keep all Confidential Information in strict confidence and not to disclose or reveal any Confidential Information to any person (other than such Receiving Party's Representatives who (i) are actively and directly involved in providing or receiving products under this Agreement (or the Agreement of which it is a part), and (ii) have a need to know the Confidential Information), and (b) not to use Confidential Information for any purpose other than in connection with fulfilling obligations or exercising rights under this Agreement (or the Agreement of which it is a part). The Receiving Party shall treat all Confidential Information of the Disclosing Party by using the same degree of care, but no less than a reasonable degree of care, as it accords its own Confidential Information. The parties agree to cause their Representatives who receive Confidential Information to observe the requirements applicable to the Receiving Party pursuant to this Agreement with respect to such information, including, but not limited to, the restrictions on use and disclosure of such information contained in this Section 8. Unless otherwise agreed, in advance and in writing, in the event that County or any employee or agent of County suggests any improvements and modifications to the Software, County acknowledges and agrees that, whether such improvements and/or modifications are implemented by NCT in whole or part, it assigns all right, title and interest, including copyrights, patents, trade secrets, and all other intellectual property rights, in any such suggestions, improvements and modifications to NCT without payment or compensation of any kind.
9. **Non-Confidential Information and Permitted Disclosures.** Notwithstanding Section 8, the obligations of the parties set forth herein shall not apply to any information that: was in the public domain at the time it was disclosed or has entered the public domain through no fault of the Receiving Party or any of its Representatives; was known to the Receiving Party free of any obligation of confidentiality before or after the time it was communicated to the Receiving Party by the Disclosing Party; is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; is disclosed with the prior written approval of the Disclosing Party; or is disclosed pursuant to an order or requirement of a court, administrative agency or other governmental body; provided however, that the Receiving Party shall provide prompt written notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party the possibility to seek a protective order or otherwise prevent or restrict such disclosure, and shall use reasonable efforts to cooperate with the Disclosing Party (at the Disclosing Party's expense) to obtain such protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance in whole or in part, with the terms of this Agreement, the Receiving Party and its Representatives shall use reasonable efforts to disclose only that portion of the Confidential Information that is legally required to be disclosed or is the subject of such waiver, and to ensure that all Confidential Information that is so disclosed shall be accorded confidential treatment. The terms and obligations pertaining to confidentiality in this Agreement shall survive and remain in full force and effect for a period of three (3) years from the termination or expiration of this Agreement, unless the Disclosing Party expressly agrees in writing to release all or part of its Confidential Information from the restrictions imposed by this Agreement before such period has elapsed.
10. **Services.** If Customer orders professional Services pursuant to an SOW, the following terms shall apply. Customer will cooperate reasonably and in good faith with Licensor in the execution of Services by, without limitation: (i) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Licensor to perform its obligations under each Order; (ii) timely delivering any materials and other obligations specifically required under each Order; (iii) timely responding to Licensor's reasonable inquiries related to the Services; (iv) actively participating in relevant scheduled meetings; (v) providing information, data and feedback that is complete, accurate and timely in all material respects. Customer acknowledges that in the course of performing any Services, Licensor may create software or other works of authorship (collectively "Work Product"). Subject to Customer's rights in Customer Confidential Information, Licensor shall own all right title and interest in such Work Product, including all intellectual property rights therein and thereto. If any Work Product is delivered to Customer pursuant to or in connection with the performance of Services (a "Deliverable"), except for any products made available under a separate license, Licensor grants to Customer an irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, perform, distribute (internally and externally), transfer, exploit and make derivative works of any such Deliverables. Subject to Customer's rights in the Customer Confidential Information, Licensor and/or its successors and assigns shall be considered, forever and for all purposes throughout the universe, the author of the Work Product and the sole copyright owner thereof, and the owner of any rights therein, whether or not copyrightable, all proceeds derived therefrom.
11. **Indemnification.**
- a. Intellectual Property Infringement Indemnification.** Licensor shall defend, indemnify and hold harmless the Customer, its directors, officers, employees, affiliates and agents at NCT's expense from and against any suit, claim, action or proceeding brought against Customer by a third party that is not a party to this Agreement or an affiliate of a party to this Agreement ("Third Party Claim") alleging that the Products as provided by Licensor infringes upon a United States or Canadian patent, copyright, trademark or trade secret of that third party, subject to the procedures set forth in subsection 11(c). For the avoidance of doubt, under the foregoing indemnity Licensor will, where applicable, pay any damages and costs awarded against

Customer by final judgment of a court, or the amount of any agreed settlement regarding any such Third Party Claim. Licensor shall have no liability for settlements, obligations or costs incurred without its prior written consent. Should Customer's use of the alleged infringing Product be enjoined, or in the event that Licensor desires to minimize its potential liability hereunder, Licensor will, at its option and expense, (a) substitute non-infringing Product with functionality which is substantially similar to that of the allegedly infringing Product; (b) modify the infringing Product so that it no longer infringes but its functionality remains substantially equivalent; or (c) obtain for Customer the right to continue use of such Product. If, in Licensor's sole discretion, none of options set forth in the foregoing sentence is commercially reasonable, Licensor will terminate this Agreement respect to the allegedly infringing Product(s) and refund to Customer on a pro-rated basis, any pre-paid fees for the allegedly infringing Product(s). Licensor shall have no obligation to defend and indemnify any Third Party Claim to the extent the claim alleges: (i) any combination by Customer of equipment, processes, content or software with Licensor's Product, if such claim would have been avoided but for such combination; (ii) modification of the Product(s) by a party other than Licensor, if such claim would not have occurred but for such modification; or (iii) Customer's failure to use updated or modified product which is provided by Licensor at no cost to Customer to avoid or cure such claim, after notice by Licensor to Customer of the availability of such updated or modified product. The foregoing states the entire liability and obligations of Licensor and Customer's sole remedy for infringement, alleged infringement, or any breach of warranty of non-infringement, express or implied.

**b. General Indemnity.** Each of Customer and Licensor, at their own expense, will indemnify, defend, and hold harmless the other party, its subsidiaries, affiliates and assigns, and its and their respective directors, officers, employees, and agents (each, an "Indemnitee") from and against any Third Party Claims (including reasonable attorney's fees and expenses arising therefrom) relating to or incurred in connection with any arising out of or related to the Indemnifying Party's actual or alleged: (a) breach of its obligations under this Agreement; or (b) its Gross Negligence. "Gross Negligence" means a blatant violation of a legal duty with respect of the rights of others, being a conscious and voluntary disregard of the need to use reasonable care, which is likely to cause foreseeable grave injury or harm to persons, property, or both. Gross negligence involves conduct that is extreme, when compared with ordinary negligence. A mere failure to exercise reasonable care shall not be a gross negligence.

**c. Procedure.** In the event a party seeks indemnity under this Section 11, as the case may be (the "Indemnified Party"), the Indemnified Party will give prompt written notice to the other party (the "Indemnifying Party") of the claim against which it seeks to be indemnified. (The failure by an Indemnified Party to give such notice will not relieve the Indemnifying Party of its obligations under this Section 11, except to the extent, if any, that the Indemnifying Party is materially prejudiced by such failure or delay.) The Indemnified Party will allow the Indemnifying Party to direct the defense and settlement of any such claim, with counsel of the Indemnifying Party's choosing, and will provide the Indemnifying Party, at the Indemnifying Party's sole cost and expense, with information and assistance that are reasonably necessary for the defense and settlement of the claim. The Indemnified Party will have the right to retain separate counsel and to participate in (but not control) any such action, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless: (a) the retention of counsel by the Indemnified Party has been authorized in writing by the Indemnifying Party; (b) the Indemnified Party has been advised by its counsel in writing that there is a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defense of the action, in which case the Indemnifying Party will not have the right to direct the defense of the action on behalf of the Indemnified Party unless it is able to engage counsel who is not subject to so conflicted); or (c) the Indemnifying Party has not in fact retained counsel to assume the defense of the action within a reasonable period of time following receipt of the notice given pursuant to this paragraph, in each of which cases the fees and expenses of such counsel will be at the expense of the Indemnifying Party. The Indemnifying Party shall have the right to settle any such claim without the consent of the consent of the Indemnified Party only so long as such settlement does not admit to any wrongdoing by any Indemnified Party, does not impose any liability or obligation (whether financial or otherwise) on any Indemnified Party and fully releases all Indemnified Parties from liability in connection with such claim. The Indemnifying Party will not be liable for any settlement of an action effected without written consent of its duly authorized representative (which consent will not be unreasonably withheld or delayed). No Indemnifying Party will consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnified Party a release from all liability with respect to the claim.

12. **Third Parties.** Customer shall not use the Products on behalf of a Third Party. This Agreement benefits solely Licensor and Customer, and their respective permitted successors and assigns, and nothing in this Agreement, express or implied, confers on any other person or party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

13. **Termination.** This Agreement (and any applicable Order Form) and the licenses and access granted hereunder may be terminated by either party upon written notice if the other party has materially breached this Agreement (or

- any Order Form) and failed to cure such breach within thirty (30) days written notice from the non-breaching party. In no event will termination relieve Customer of the obligation to pay any fees due to Licensor under this Agreement.
14. **Effect of Termination.** All licenses will terminate immediately upon termination of this Agreement. Upon expiration or termination of a Subscription Term, the license to the applicable Product granted in Section 2 of this Agreement shall terminate immediately, and Customer shall immediately cease use of all such Products and Documentation. During the thirty (30) days following termination and subject to the payment of all fees owed under this Agreement, Licensor will make Customer's Data available for export and download by Customer. In no event will termination relieve Customer of the obligation to pay any fees due to Licensor under this Agreement.
  15. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PRODUCTS, SERVICES, AND SUPPORT ARE PROVIDED "AS IS." LICENSOR DOES NOT WARRANT THAT THE PRODUCTS, SERVICES AND SUPPORT PROVIDED TO CUSTOMER UNDER THIS AGREEMENT WILL OPERATE UNINTERRUPTED, THAT THEY WILL BE FREE FROM DEFECTS, OR THAT THE PRODUCTS ARE DESIGNED TO MEET CUSTOMER'S BUSINESS REQUIREMENTS. LICENSOR DOES NOT MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.
  16. **LIMITATION OF REMEDIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL) ARISING FROM THIS AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.
  17. **LIMITATION OF LIABILITY.** LICENSOR'S TOTAL AGGREGATE LIABILITY FOR CLAIMS ARISING HEREUNDER SHALL BE LIMITED TO DIRECT DAMAGES CAUSED BY LICENSOR IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID BY CUSTOMER TO LICENSOR DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM GIVING RISE TO THE CAUSE OF ACTION. The provisions of this Section allocate risks under this Agreement between Customer and Licensor. Licensor's fees for the Subscriptions reflect this allocation of risks and limitation of liability.
  18. **STATUTE OF LIMITATIONS; JURY WAIVER.** NEITHER PARTY SHALL BRING ANY CLAIM BASED ON THE SUBSCRIPTIONS OR SUPPORT PROVIDED HEREUNDER MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES. BOTH PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.
  19. **Marketing Support.** Customer agrees that Licensor may publish a brief description of its relationship with Customer as a licensee of the Products or Licensor customer, including by identifying Customer and using Customer's name or logo, on any of Licensor's websites, client lists, press releases, or other marketing materials.
  20. **Compliance with Laws.** The parties shall abide by applicable federal, state or local laws, statutes, ordinances, rules and regulations now in effect, or hereafter adopted, pertaining to this Agreement or the subject matter of this Agreement. This shall include obtaining all licenses, permits or other rights required for the provision of services contemplated by this agreement. During the performance of this agreement, Licensor agrees that no person shall, on the grounds of race, color, religion, age, sex, disability, marital status, status with regard to public assistance, criminal record, familial status, sexual orientation, creed or national origin be excluded from full employment rights or be denied the benefits of or be otherwise subjected to discrimination under any and all applicable federal and state laws against discrimination. Specifically, Licensor agrees: (i) that, in the hiring of common or skilled labor for the performance of work under this Agreement or any subcontract, no contractor, material supplier, or vendor shall by reason of race, color, religion, age, sex, disability, marital status, status with regard to public assistance, criminal record, familial status, sexual orientation, creed or national origin discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (ii) that no contractor, material supplier or vendor shall, in any manner, discriminate against or intimidate or prevent the employment of such person or persons identified in this clause (i), or on being hired, prevent or conspire to prevent the persons or persons from the performance of work under any contract on account of race, color, religion, age, sex, disability, marital status, status with regard to public assistance, criminal record, familial status, sexual orientation, creed or national origin; (iii) that a violation of clause i. or ii. is a misdemeanor; and (iv) this Agreement may be cancelled or terminated by the County and all money due or to become due may be forfeited for a second or any subsequent violation of this Agreement.
  21. **Data Privacy and Security.** In collecting, storing, using and disseminating data on individuals in the course of providing services hereunder, Licensor agrees to abide by all applicable state and federal statutes, rules and regulation covering data privacy under which Customer is obligated, including but not limited to HIPAA, the Minnesota Data Practices Act and all rules promulgated pursuant thereto by the Commissioner of the Department of Administration and shall not release any such data in a manner which would be prohibited to the Customer.

22. **Amendments; Waivers.** No supplement, modification, or amendment of the terms of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other form employed or provided by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.
23. **Entire Agreement.** This Agreement, together with any other documents incorporated by reference and all related Appendices, Exhibits, Order Forms, and Statements of Work , as applicable, constitutes the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the Products subscription, unless such terms and conditions are expressly stated as an amendment to this Agreement and duly signed on behalf of both parties. In the event of any inconsistency between the statements made in the body of this Agreement, the related Appendices, Exhibits, Order Forms, Statements of Work and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; (ii) second, the Appendices, Exhibits, Order Forms, Statements of Work attached to or incorporated into this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.
24. **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including but not limited to any strike, blockade, war, epidemic, pandemic, act of terrorism, riot, natural disaster, failure or diminishment of power or of telecommunications or data networks or services, or refusal of approval of a license by a government agency.
25. **Assignment.** Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld, delayed or conditioned and any such assignment in violation of this Section 25 shall be void, except that the transfer of this Agreement or rights granted hereunder to a successor entity in the event of a merger, corporate reorganization, or acquisition shall not constitute an assignment for purposes of this Section 25. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their permitted successors and permitted assigns.
26. **Subcontractors.** Licensor shall not employ any subcontractor to perform any services in the scope of this Agreement, unless said subcontractor is approved in writing by the Customer. Any such subcontractor shall be paid by Licensor.
27. **Independent Contractor.** Licensor is an independent contractor and nothing herein contained shall be construed to create the relationship of an employer and employee between the Customer and Licensor or Licensor agents, servants or employees. Licensor shall at all times be free to exercise initiative, judgment, and discretion as to how to best perform or provide services. Licensor acknowledges and agrees that Licensor, Licensor's agents, servants and employees, are not entitled to receive any of the benefits received by Customer's employees and is not eligible for workers' or unemployment compensation benefits. Licensor also acknowledges and agrees that no withholding or deduction for state or federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Licensor and that it is Licensor's sole obligation to comply with applicable provisions of all federal and state tax laws.
28. **No Agency.** The relationship between Licensor and the Customer shall not be that of partners or agents of one another or considered a joint venture, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them. Neither party shall have the authority to assume or create any obligation on behalf of, in the name of, or binding upon the other party.
29. **Governing Law, Venue, and Arbitration.** This Agreement shall be governed by the laws of the State of Minnesota and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act (UCITA). Any controversy or claim arising out of or relating to this Agreement shall be determined by final and binding arbitration administered by JAMS under its Comprehensive Arbitration Rules and Procedures or its Streamlined Arbitration Rules & Procedures ("Rules"). The award rendered by the arbitrator shall be final, non-reviewable, non-appealable, and binding on the parties and may be entered and enforced in any court having jurisdiction. There shall be one arbitrator agreed to by the parties within twenty (20) days of receipt by respondent of the request for arbitration or in default thereof appointed by the JAMS in accordance with its Rules. The seat or place of arbitration shall be Stearns County, Minnesota. The arbitration shall be conducted, and the award shall be rendered, in the English language. Except as may be required by law, neither a party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both parties, unless to protect or pursue a legal right. The arbitrator will have no authority to award damages exceeding the amount identified in Section 18 of this Agreement, Limitation of Liability.
30. **Authorized Representative.** Notification required to be provided pursuant to this Agreement shall be provided to the following named persons and addresses unless otherwise stated in this agreement or in a modification of this Agreement.

**Next Chapter Technology, Inc.:**

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

**Customer: Todd County:**

Jackie Och, Director – Health and Human Services  
212 2<sup>nd</sup> Ave S  
Long Prairie, MN 56347

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

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

**Customer: Todd County**

Signature: \_\_\_\_\_  
County Director (Signature)

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

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

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

Signature: \_\_\_\_\_  
County Commissioner (Signature)

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

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

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

**Next Chapter Technology, Inc.**

Signature: \_\_\_\_\_  
NCT Representative (Signature)

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

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

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

**Exhibit A**  
**Statement of Work**

**Table of Contents**

Document Overview ..... 9  
Project Overview ..... 9  
Project Goals ..... 9  
Project Assumptions ..... 10  
Project Deliverables ..... 11  
Roles and Responsibilities ..... 13

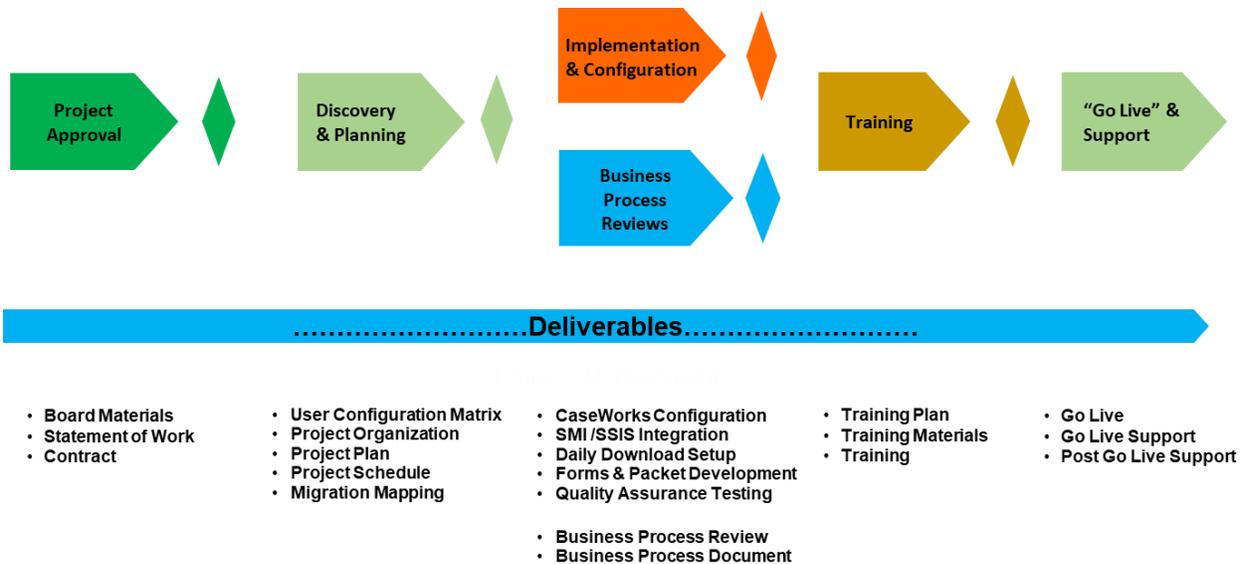
## Document Overview

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, METS/MNSure Edition, Child Support Edition, and Social Services Edition solutions within Todd County Health and Human Services Division, specifically the Adult Services, Child Services, and Financial Support Units.

## Project Overview

The County is seeking to implement an Electronic Document Management System (EDMS) & workflow automation solution for their Health and Human Services Division. 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 Health and Human Services Division.

**Goal 2:** Implement an Electronic Document Management System which serves as a catalyst to streamline business processes, improve the sharing and the security of the electronic document across all locations, and improve compliance within the County’s Health and Human Services Division.

**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**

- CaseWorks Financial Services, METS/MNsure, & Child Support Editions Go Live at the same time
- Maxis is still the Case Management System and the "System of Record" for Financial Services
- Prism is still the Case Management System and the "System of Record" for Child Support
- SSIS is the Case Management System and the System of Record for Social Services
- Adult Services, Child Services, and Licensing will go live at the same time
- Off-site workers are fully supported, both during implementation and after Go Live
- The solutions will be "hosted" in the Azure Gov Cloud
- QA Teams are identified to assist in Discovery, Process Reviews, and QA Reviews (FSE, MSE, CSE, and 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
- Documents can be migrated from the current document management system (Cost estimate for NCT Migration Services is included, however, cost estimate for 3<sup>rd</sup> Party extract from legacy system is not included in this model)
- Todd County 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.)
- All Status Meetings, Process & Forms Reviews, Training, and Support will be accomplished virtually

## Project Deliverables

When completed, the County's Health and Human Services Department will have fully implemented and supported CaseWorks Editions operational in their Adult Services, Child Services, and Financial Support units.

- This includes CaseWorks – Financial Services Edition, CaseWorks - METS/MNsure Edition, CaseWorks - Child Support Edition, and CaseWorks - Social Services Edition.
- Business Process Review and Business Process Documents
- 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
- Scanning Solution
- Electronic Forms Management Solution
- Resident Portal with Identity Management
- County Attorney Features and Support (Child Support)
- Court Appearances Support (Child Support)
- Activity and Appointments Management Solution
- METS/MNsure Solution
- Mobile Solution
- Privileged Case Management
- Support for automated Record Retention Process
- Copy/Transfer Documents between Units
- Capture Solution (Print2CaseWorks)
- CaseWorks Archiving
- Implementation Team
- Virtual Training and Go Live Support
- Virtual Refresher Training
- Ongoing support includes:
  - Help Desk Support (Tickets and/or Phone Calls)
  - Break/Fix Support
  - Feature Enhancements
  - Forms Maintenance
  - New User Training – (Quarterly)
  - Knowledge base
  - Training Video Library
  - User Groups

## 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 Edition (FSE/MSE/CSE/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> <li>– Implement Resident Self-Service Portal</li> </ul> </li> <li>• Add County Specific Forms uncovered during Discovery (County agrees to use other agency forms already in CaseWorks as much as possible)</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 SSIS and SMI</i> are considered out of scope.</li> </ul>
Other Divisions and Departments	<ul style="list-style-type: none"> <li>• Activities related to the implementation of Caseworks Software – FSE/MSE/CSE/SSE other than Health and Human Services is considered out of scope.</li> </ul>

## **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 to 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 (Nikk Livingston)**

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

### **County Project Manager (TBD)**

The Project Manager will assist in the management of internal tasks and resources to ensure a successful implementation of the Caseworks Software Financial Services Edition, METS/MNsure Edition, Child Support 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, METS/MNsure Edition, Child Support Edition, and Social Services Edition solutions.

### **Project Sponsor (Jackie Och)**

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.

## Exhibit B

# Insurance Requirements

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

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

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

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

## Exhibit C

# Project Schedule

**(FSE/MSE/CSE/SSE)**

Task No.	Task	Resources	Start Date	End Date	Comment
1	Pre-planning - Kick-off Meeting	Both	3/9/2026	3/13/2026	Coordinate project schedule: kickoff planning
2	Project Management/Weekly Status Meetings	NCT	TBD	TBD	
3	Technical Review	Both	TBD	TBD	
4	Server Hardware & OS Software Review & Setup	Both	TBD	TBD	
5	All Team - Project Overview & Demo	Both	TBD	TBD	Communicate project plan; key dates; sneak peak demo of CW
6	User Matrix	Both	TBD	TBD	
7	Forms Review	Both	TBD	TBD	
8	Request SMI User Credentials	County	TBD	TBD	Includes Maxis and/or Prism
9	Request PRISM one time download	County	TBD	TBD	
10	Establish data connections/SSIS	NCT	TBD	TBD	
11	Migration Mapping	Both	TBD	TBD	
12	Workstation Setup (Users)	County	TBD	TBD	
13	Establish data connections & FSE/MSE Daily Downloads	NCT	TBD	TBD	
14	Data Integration	NCT	TBD	TBD	
15	Application Software Set-up & Configuration	NCT	TBD	TBD	
16	Business Process Reviews and Documentation	Both	TBD	TBD	
17	Identify & Review AutoSend Copy List	County	TBD	TBD	
18	Application Software Configuration	NCT	TBD	TBD	
19	Quality Assurance Review - Internal	NCT	TBD	TBD	
20	End User Access Sessions	Both	TBD	TBD	
21	Create Local Forms	NCT	TBD	TBD	
22	Request 2nd PRISM download	County	TBD	TBD	
23	Quality Assurance Review - External	Both	TBD	TBD	Utilize Quality Assurance Team
24	End User Training	NCT	7/6//2026	7/10//2026	Multiple session offerings: total 1.5 days training for all users
25	Go Live	Both	7/13/2026	7/13/2026	
26	Post Go Live Support	NCT	7/13/2026	7/17/2026	
27	Migration	NCT	TBD	TBD	

## Exhibit D

# Software Support Agreement

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

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

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

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

tips, online support, a download library of Updates, and Documentation associated with the Products.

- e. Response Levels. Licensor will respond to service related incidents and/or requests for support relating to Errors submitted by the Customer within the following timeframes:
  - i. 0-8 business hours (during business hours for issues classified as Severity 1 priority.
  - ii. Within 16 business hours (2 working days) for issues classified as Severity 2 priority.
  - iii. Within 40 business hours (5 working days) for issues classified as Severity 3 priority.

2. Severity Definitions & Resolution Times.

- a. Severity 1: Due to Errors, CaseWorks is completely unavailable for all critical business units, or greater than 75 percent of all production users. Only a production incident can be classified this severely. Licensor will use commercially reasonable efforts to resolve Severity 1 issues within 8 business hours. If a Severity 1 Error will take longer than 8 business hours to correct, Customer shall be notified of the proposed Error Correction and Error Correction completion time within 8 business hours.
- b. Severity 2: Due to Errors, the supported solution is intermittently unavailable for all users, or there is serious performance degradation to the point where the system is unusable. A critical module is unavailable or over 50 percent of all end users are experiencing the same symptoms. Single user issues can be escalated to this severity if the issue is preventing a critical business function. Only a production incident can be classified this severely. Licensor will use commercially reasonable efforts to resolve Severity 2 issues within 16 business hours. If a Severity 2 Error will take longer than 16 business hours to correct, Customer shall be notified of the proposed Error Correction and Error Correction completion time within 16 business hours.
- c. Severity 3: Due to Errors, CaseWorks is experiencing minor to moderate issues. Single user issues can be escalated to this severity if it is preventing a critical business function at the Customer. A Severity 1 or 2 issues could be downgraded to this severity if a temporary work-around is available. Customer will use commercially reasonable efforts to resolve Severity 3 issues within 40 business hours

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

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

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

- d. On Site Support. All software support services will be provided remotely via an online connection. Software support services, including all diagnostic and remedial assistance at the Customer

facilities or other remote locations is not included within the software support services provided hereunder. Such diagnostic and remedial assistance at the Customer facilities or other remote locations may be obtained by the Customer by purchasing separate consulting services from Licensor at Licensor's then-existing rates, plus expenses.

- e. Network. The Customer shall take full responsibility for all maintenance and support of any network linked to the CPU containing the Product.
- f. Reporting. The Customer shall keep an accurate event log showing the incident of trouble, the action taken by the Customer personnel with respect to the incident, as well as report of trouble by the Customer to Licensor. Upon request by Licensor, the Customer shall provide a report to Licensor relating to the foregoing. Licensor shall keep an accurate event log showing the incident of trouble, the action taken by Licensor's personnel with respect to the incident, as well as a report by Licensor to the Customer.
- g. No Expansion of Software Support Services. No action by Licensor in the performance of software support services shall be deemed to expand the scope of software support services as defined herein.
- h. Exclusions. Software support services shall not include (a) support of accessories, alterations, and attachments, other devices or peripheral equipment (including without cabling not furnished by Licensor), and (b) electrical work external to the Product in this Agreement.

**Exhibit E**  
**Order Form**

<b>Customer: Todd County</b>		<b>Order Information</b>	
Address:	212 2 <sup>nd</sup> Ave S	Payment Terms:	Net 30
City:	Long Prairie	Payment Method:	Check/ACH
State:	MN		
Zip:	56347		

**Billing Contact**

Name: Kaitlin Pesta  
 Title: Accounting Supervisor  
 Email: [Kaitlin.pest@co.todd.mn.us](mailto:Kaitlin.pest@co.todd.mn.us)  
 Phone: (320) 732-4500

**Primary Contact**

Name: Jackie Och  
 Title: Director, Health and Human Services  
 Email: [Jackie.och@co.todd.mn.us](mailto:Jackie.och@co.todd.mn.us)  
 Phone: (320) 732-4500

**Product Subscription Licenses Total – (FSE/MSE/CSE/SSE)**

Description	# of Licenses	Year 1 Subscription Cost
CaseWorks Financial Services, METS/MNsure Editions (FSE/MSE)	27	\$56,970
CaseWorks Child Support Edition (CSE)	11	\$23,210
CaseWorks Child Support Edition (CSE) – Read Only	7	\$2,226
CaseWorks Social Services Edition (SSE)	36	75,960
CaseWorks Connect	1	Included in above cost
CaseWorks Client Portal	1	Included in above cost

**Subscription Billing Schedule**

Subscription Term	FSE/MSE	CSE	SSE	Total
Jan 1 – Dec 31, 2026*	\$56,970	\$25,436	\$75,960	\$158,366
Jan 1 – Dec 31, 2027	\$58,679	\$26,199	\$78,239	\$163,117
Jan 1 – Dec 31, 2028	\$60,439	\$26,985	\$80,586	\$168,010
Jan 1 – Dec 31, 2029	\$62,253	\$27,794	\$83,004	\$173,051
Jan 1 – Dec 31, 2030	\$64,120	\$28,628	\$85,494	\$178,242

\*Amount will be prorated based on Pre-Planning and Kickoff Meeting

## Subscription Billing Schedule – Year 1

Category	Terms
Subscription Licenses	<ul style="list-style-type: none"> <li>• 25% upon contract signing and receipt of invoice.</li> <li>• 75% upon completion of Go-Live</li> </ul>

## Professional Services Total – (FSE/MSE/CSE/SSE)

*(Deliverables per SOW Exhibit A)*

Description	Amount
Implementation Services (FSE/MSE)	\$39,317
Implementation Services (CSE)	\$19,658
Implementation Services (SSE)	\$50,239

## Professional Services Billing Schedule

Category	Terms
Implementation Services	<ul style="list-style-type: none"> <li>• 25% upon contract signing and receipt of invoice.</li> <li>• 75% upon completion of Go-Live</li> </ul>