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# **Le Sueur County, MN**

**Tuesday, August 21, 2018**

**Board Meeting**

## **Item 3**

**9:10 a.m. Human Services (35 min)**

**Staff Contact:**

**Human Services Board Agenda  
August 21, 2018 @ 9:10 a.m.**

**100- INFORMATION/PRESENTATIONS:**

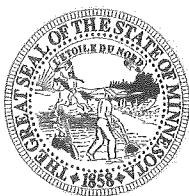
- 110 - New Employee Introduction -
  - 110.1 - Susanna Medina, Eligibility Worker (Financial)
  - 110.2 - Edith Hartje, Office Support Specialist (Front Lobby)
- 120 - August is Child Support Awareness Month
  - 120.1 - Governor Dayton Proclamation
  - 120.2 - New Parenting Expense Adjustment Law
  - 120.3 - Child Support Facts and Figures Handout
- 130 - "Yellow Line Project" Update
- 140 - SNAP ME Review
- 150 - August 27<sup>th</sup> is Mental Health Day @ The State Fair
  - 150.1 - Press Release

**200- CHARTS/GRAPHS:**

- 210- Finance Graphs/Report;
- 220- Income Maintenance/Child Support Graphs;
- 230- Family Services Graphs-
  - 231- Social Services Team
  - 232- Child Services Team
    - 232.1- Out of Home Placement Report
    - 232.2- In-Home Family Therapy Report;
  - 233- Behavioral Health Team

**300- BOARD APPROVAL ITEMS:**

- 310 - TRIMIN Systems, Inc. Computer Cooperative Agreement
- 320 - Commissioner's Warrants



## STATE of MINNESOTA

# Proclamation

- WHEREAS: Minnesota joins the nation in recognizing August as Child Support Awareness Month, and its commitment to promote the well-being of children; and
- WHEREAS: Minnesota salutes parents who support their 245,000 children with child support payments of over \$580 million dollars, as a consistent source of income and security for their families; and
- WHEREAS: County and state child support professionals work collaboratively with almost 346,000 parents and partners to ensure families receive quality services; and
- WHEREAS: Minnesota's collection of monthly child support and overdue support continues to rank in the top five nationally; and
- WHEREAS: The new Parenting Expense Adjustment law, effective August 1, 2018, helps reduce conflict between parents over parenting time, acknowledges that increased parenting time means increased expenses, and recognizes a child's need to have basic life necessities in both their homes; and
- WHEREAS: Child Support Awareness Month reminds us that we must all be invested in the future of Minnesota's children.

NOW, THEREFORE, I, MARK DAYTON, Governor of Minnesota, do hereby proclaim the month of August 2018, as:

## CHILD SUPPORT AWARENESS MONTH

in the State of Minnesota.



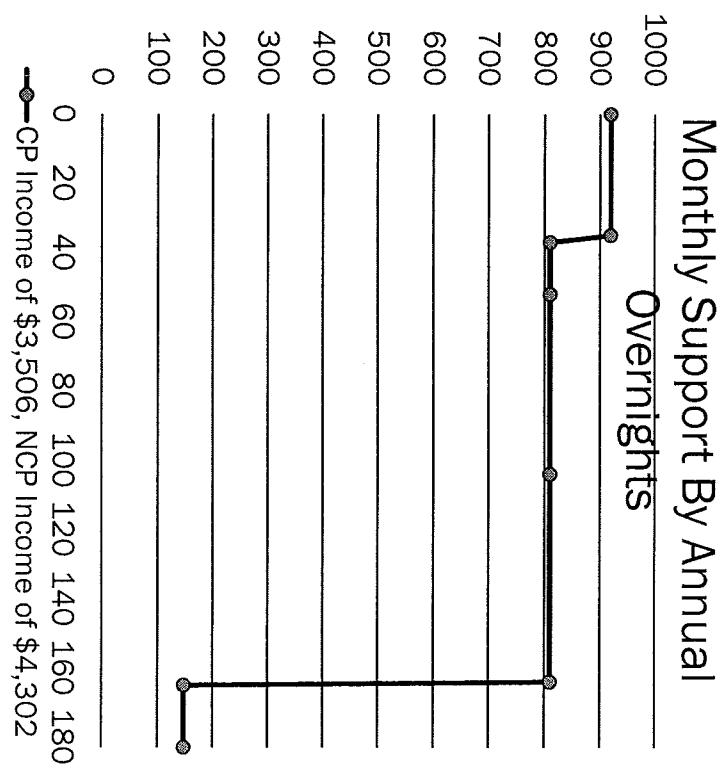
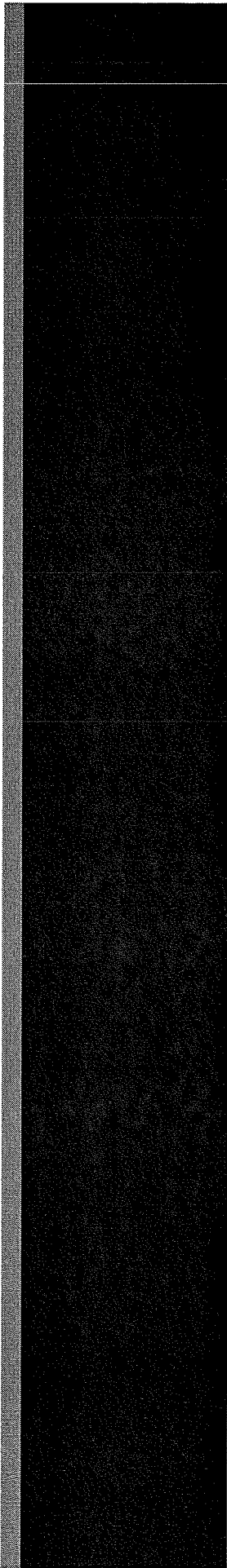
IN WITNESS WHEREOF, I have hereunto set my hand  
and caused the Great Seal of the State of Minnesota to be  
affixed at the State Capitol this 30<sup>th</sup> day of July.

  
GOVERNOR



SECRETARY OF STATE

**PARENTING EXPENSE  
ADJUSTMENT (PEA) CHANGES**  
LE SUEUR COUNTY CHILD SUPPORT



- One problem: "The Cliffs"**
- The abrupt increases between 9.9% to 10% and 45% to 45.1% parenting time are referred to as cliffs
- Other Issues:**
- Cliffs may encourage conflict
  - Some NCP expenses may not be adequately accounted for

8/17/2018

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2



$A_o$  = Parent A's annual  
overnights

$B_o$  = Parent B's annual  
overnights

$A_s$  = Parent A's base  
obligation

$B_s$  = Parent B's base  
obligation

$$\frac{(A_o)^3 \cdot (B_s) - (B_o)^3 \cdot (A_s)}{(A_o)^3 + (B_o)^3}$$

Negative result = Parent A pays

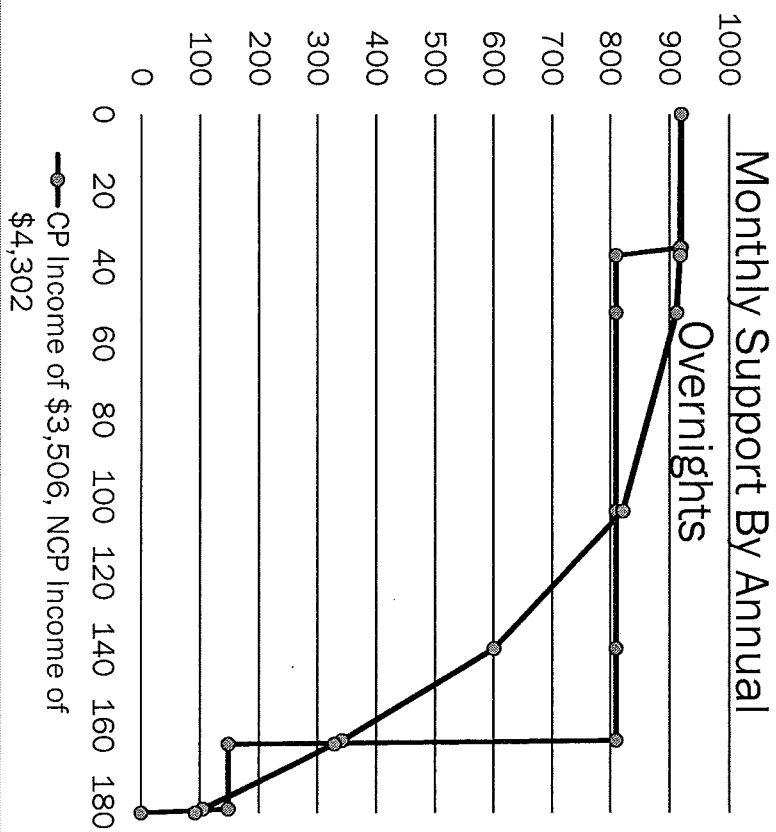
Positive result = Parent B pays

8/17/2018

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3

**"The Cliffs"**  
 The new model eliminates the cliffs,  
 instead creating an adjustment for  
 each overnight.  
 Effective 08/01/2018



8/17/2018

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4

Information taken from MN Department of  
Human Services Slide Show Presentation

8/17/2018

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5





## **Child Support in Minnesota and Le Sueur County: Facts and Figures**

County and state child support offices provide services for 345,946 parents and 239,540 children across 87 counties and 11 tribes. Child support staff, which includes 1,500 employees statewide, work in partnership to serve the needs of Minnesota families and carry out the core mission of the child support program; this is done by locating parents, establishing paternity, establishing orders and collecting support. The following facts include data from the 2017 Federal Fiscal Year.

### **Demographic information**

- **Minnesota:** Nearly 240,000 children served
- **Le Sueur County:** More than 1,400

### **Paternity for children**

- **Minnesota:** Nearly 174,000 children with open child support cases had paternity established
- **Le Sueur County:** More than 800 children with open child support cases had paternity established

### **Establishing court orders for support**

- **Minnesota:** Nearly 193,000 open cases had court order established-88.56 percent of open cases
- **Le Sueur County:** Nearly 900 open cases had court orders established-95.59 percent of open cases

### **Collections on current support**

- **Minnesota:** \$439.6 million in current, ongoing child support was collected and disbursed-74.53 percent of the total support due
- **Le Sueur County:** \$2.8 million in current, ongoing child support was collected and disbursed-75.60 percent of the total support due

### **Collections on arrears**

- **Minnesota:** More than 125,400 cases with arrears or past due support received some arrears payment-72.26 percent of total case with arrears

**Le Sueur County:** More than 600 cases with arrears or past due support received an arrears payment-80.76 percent of total cases with arrears

**Cost effectiveness**

- **Minnesota:** For every \$1 spent on the child support program, \$3.30 was collected in support of children
- **Le Sueur County:** Fore every \$1 spent on the child support program, \$5.67 was collected in support of children

110 S 4TH ST  
MINNEAPOLIS, MN 55401

JOHN DOE  
XXXX TEST AVE N  
MINNEAPOLIS, MN 55XXX

## **Driver's license suspended because of child support debt?**

**We want to work with you to get it back!**  
**Call or visit us by September 28, 2018 to learn how.**

Is your driver's license suspended for falling behind on your child support? As part of Child Support Awareness Month, in August, we are reaching out to parents with a suspended license giving them another chance to start paying their support and get their license back.

You may be able to get your license back if you:

- Are currently paying child support and you sign a payment agreement
- Are not currently paying child support and you talk to us about options and resources that may help
- Have not met the terms of a driver's license payment agreement in the past and you make an upfront payment and sign a new payment agreement.

We are here to help you. Call us to find out what options you have to get back on track and help your children!

**Call 612-543-0438 or visit our office at:**

110 S 4TH ST  
MINNEAPOLIS, 55401



## **Marketing Materials for Mental Health Awareness at the State Fair 2018**

*Please direct all media inquiries to Sue Abderholden at [sabderholden@namimn.org](mailto:sabderholden@namimn.org)*

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### **General Press Release**

NAMI Minnesota, 1919 University Ave. W., Suite 400, St. Paul, MN 55104

MEDIA RELEASE: June 19, 2018

Contact: Chuck Krueger, 651-645-2948, [ckrueger@namimn.org](mailto:ckrueger@namimn.org)

### **MN State Fair will Feature Mental Health Awareness on August 27**

For the first time the MN State Fair will feature Mental Health Awareness. Visitors can explore mental health and wellness resources through inspiring stage performances, music, demonstrations, yoga, information, and much more. More than 30 awareness-raising activities, many of them geared for children and teens, will be offered. The event is free with fair admission and will be held on August 27, from 8:00 a.m. to 6:00 p.m. at Dan Patch Park located next to the Grandstand.

The State Fair provides a unique opportunity to educate a very large and diverse group of people about mental health and well-being, which is important for every Minnesotan. Led by the MN State Advisory Council on Mental Health & Subcommittee on Children's Mental Health and NAMI Minnesota, over 40 organizations will participate in the day's activities. Learn more about this important and fun event at [www.namimn.org](http://www.namimn.org), or call 651-645-2948.

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### **Partner Organization Press Release**

*[Agency Name and Address]*

MEDIA RELEASE: *[Date]*

Contact: *[Agency contact person, phone, email]*

### ***[Agency Name]* to participate in Mental Health Awareness at the State Fair on August 27**

For the first time, the MN State Fair will have a dedicated day to focus on Mental Health Awareness. Visitors can explore mental health and wellness resources through inspiring stage performances, music, demonstrations, yoga, information, and much more. *[Agency Name]* will feature *[activity or performance description]* during the event. The event is free with fair admission and will be held on August 27, from 8:00 a.m. to 6:00 p.m. at Dan Patch Park located next to the Grandstand.

The State Fair provides a unique opportunity to educate a very large and diverse group of people about mental health and well-being, which is important for every Minnesotan. Led by the MN State Advisory Council on Mental Health & Subcommittee on Children's Mental Health and NAMI Minnesota, over 40 organizations will participate in the day's activities. Learn more about this important and fun event at [www.namimn.org](http://www.namimn.org), or call 651-645-2948.

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### Detailed Press Release

NAMI Minnesota, 1919 University Ave. W., Suite 400, St. Paul, MN 55104

MEDIA RELEASE: June 19, 2018

Contact: Chuck Krueger, 651-645-2948, [ckrueger@namimn.org](mailto:ckrueger@namimn.org)

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- |  |   |
|--|---|
| 1. American Indian Mental Health<br>Advisory Council                       | Development- Vocational<br>Rehabilitation Service                         |
| 2. Amherst H. Wilder Foundation  | 18. Minnesota Department of Health  |
| 3. Arrowhead Telepresence Coalition  | 19. Minnesota Department of Human<br>Services: Behavioral Health Division |
| 4. Aspire MN   | 20. Minnesota Disability Law Center                                       |
| 5. Canvas Health   | 21. Minnesota Psychiatric Society   |
| 6. Community Involvement Programs  | 22. Minnesota Psychological<br>Association                                |
| 7. Crisis Text Line  | 23. Minnesota School Counselors<br>Association                            |
| 8. Headway Emotional Health  | 24. Minnesota Association of<br>Community Mental Health Plans             |
| 9. Health Partners   | 25. Minnesota Association of County<br>Social Service Administrators      |
| 10. Hennepin County Adult Mental<br>Health Local Advisory Council          | 26. Nystrom & Associates  |
| 11. Lutheran Social Service  | 27. PACER   |
| 12. Melrose Center   | 28. People Incorporated   |
| 13. Mental Health Minnesota  | 29. PrairieCare   |
| 14. Minnesota Association for Children's<br>Mental Health                  | 30. Pregnancy and Postpartum Support<br>Minnesota                         |
| 15. Minnesota Association of Resources<br>for Recovery and Chemical Health | 31. Protect Your Crown  |
| 16. Minnesota Counseling Association                                       |   |
| 17. Minnesota Department of<br>Employment and Economic                     |   |

32. This is Medicaid  
33. UCare

34. University of Minnesota Extension  
35. Vail Place  
36. Wellness in the Woods

Stage performances include:

- 8:00AM: Drum circle by the American Indian Mental Health Advisory Council
- 8:30AM: Yoga with Megha Varghese
- 9:15AM: Fidgety Fairy Tales
- 10:15AM: Hilarious World of Depression with John Moe
- 11:00AM: Interview with Ted Matthews, psychologist with Minnesota Department of Agriculture
- 11:15AM: Fidgety Fairy Tales
- 12:00PM: Music with Elsa Lee
- 1:00PM: Interview with Rick Aberman, Director of Peak Performance with the Minnesota Twins
- 1:20PM: Therapy animals with Pet Partners
- 1:40PM: Youth performance from the Irreducible Grace Foundation
- 2:15PM: Music with Katana Da Don
- 3:15PM: Music with Joyann Parker
- 4:30PM: Music with Adam Levy of the Honeydogs
- 5:30PM: Drum circle by the American Indian Mental Health Advisory Council

The event will also include guest emcee appearances by Dr. Kaz Nelson (Mind Deconstructed), Alisha Perkins and Colleen Lindstrom (podcasters, *Chili and Mimosas*), Bob Collins (Minnesota Public Radio), and Bryan Piatt (Kare 11).

Learn more about this important and fun event at [www.namimn.org](http://www.namimn.org), or call 651-645-2948.

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### Social Media Samples

- Use hashtag #mentalhealthforall

### For Facebook (@mentalhealthawarenessMNstatefair):

- Mental health conditions affect 1 in 5 people every year, and yet very few talk about it. Join us on August 27 from 8a-6p in Dan Patch Park for Mental Health Awareness at the State Fair! We'll have fun activities and stage performances to spread awareness and start the conversation about mental health. We can't wait to see you! #mentalhealthforall @minnesotastatefair @mentalhealthawarenessMNstatefair
- 1 in 5 kids experience a #mentalhealth condition each year. Join us on August 27 from 8a-6p in Dan Patch Park for Mental Health Awareness at the State Fair! We'll have fun activities and stage performances to spread awareness and start the conversation about mental health. We can't wait to see you! @minnesotastatefair @mentalhealthawarenessMNstatefair #mentalhealthforall

- #Mentalhealth and #wellness affects all Minnesotans. That's why we're excited to announce the first ever Mental Health Awareness at the State Fair! Join us in Dan Patch Park on August 27 from 8a-6p for interactive exhibits, stage entertainment, information, and resources on mental health. @minnesotastatefair @mentalhealthawarenessMNstatefair #mentalhealthforall
- Mark your calendar for the first ever Mental Health Awareness at the State Fair on August 27! We'll be in Dan Patch Park from 8a-6p with over 30 other #mentalhealth organizations to promote awareness about mental health. Stop by for fun activities for both children and adults as well as a full lineup of stage entertainment! @minnesotastatefair @mentalhealthawarenessMNstatefair #mentalhealthforall
- Kids' #mentalhealth matters! 50% of all cases of mental illness begin by age 14, 75% by age 24. Join us for Mental Health Awareness at the State Fair in Dan Patch Park on August 27 to learn about children's mental health! We'll have games, activities, resources, and stage performances for kids and families--see you there! @minnesotastatefair @mentalhealthawarenessMNstatefair #mentalhealthforall

**For Twitter (@MH\_Awareness\_MN):**

- 1 in 5 people experience a mental illness every year. Join us in Dan Patch Park on Aug. 27 for Mental Health Awareness at the State Fair to raise awareness! @mnstatefair @MH\_Awareness\_MN #mentalhealthforall
- 1 in 5 children experience a mental illness every year. Join us in Dan Patch Park on 8/27 for Mental Health Awareness at the State Fair to raise awareness! @mnstatefair @MH\_Awareness\_MN #mentalhealthforall
- We're excited to announce the first ever Mental Health Awareness at the State Fair on Aug. 27! See you there! @MH\_Awareness\_MN @mnstatefair #mentalhealthforall
- Mental health affects everyone. Learn about yours-- Join us on 8/27 for Mental Health Awareness at the State Fair! @MH\_Awareness\_MN @mnstatefair #mentalhealthforall
- Kids' mental health matters! Visit Mental Health Awareness at the State Fair on 8/27 for info, games, and activities for kids and families @MH\_Awareness\_MN @mnstatefair #mentalhealthforall

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**Website Copy**

**Mental Health Awareness at the State Fair on August 27**

Join us at the Minnesota State Fair on August 27 in Dan Patch Park! For the first time, the MN State Fair will have a dedicated day to focus on Mental Health Awareness. Visitors can explore mental health and wellness resources through inspiring stage performances, music, demonstrations, yoga, information, and much more. The event is free with fair admission and will be open from 8am-6pm.

The State Fair provides a unique opportunity to educate a very large and diverse group of people about mental health and well-being, which is important for every Minnesotan. Led by the MN State Advisory Council on Mental Health & Subcommittee on Children's Mental Health and



NAMI Minnesota, over 40 organizations will participate in the day's activities. Learn more about this important and fun event at [www.namimn.org](http://www.namimn.org), or call 651-645-2948.

**AGREEMENT TO PROVIDE PROFESSIONAL SERVICES BETWEEN  
MINNESOTA COUNTIES COMPUTER COOPERATIVE**

**And**

**TRIMIN SYSTEMS, INC.**

**January 1, 2019**

This Agreement dated and to be effective as of the date set forth above by and between the Minnesota Counties Computer Cooperative (MnCCC), a joint powers organization, 100 Empire Drive, Suite 201, St. Paul, Minnesota, 55103, for the benefit of and use by its participating end user members ("MnCCC") and TriMin Systems, Inc., 2277 Highway 36 West, Suite 250, Roseville, Minnesota, 55113 ("TriMin").

**WITNESSETH**

**WHEREAS**, MnCCC wishes to retain professional services to obtain computer programming and technical assistance for the maintenance and support of computer software system known as IFSpi, solely owned by MnCCC; and

**WHEREAS**, TriMin has and will be expected to render substantial service hereunder.

**NOW THEREFORE**, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties agree as follows:

**I. Systems to be Supported**

TriMin agrees to provide computer programming, technical assistance, and related services to support and maintain the systems and systems components of the Integrated Financial System Platform Independent version (IFSpi), which for purposes of these and related agreements includes the Cash Drawer module, in exchange for MnCCC's payment of certain fees pursuant to the support fee summary attached and incorporated by reference as **Attachment A**.

**II. Definition of Included Support Services**

The fees paid by MnCCC under this Agreement and identified in **Attachment A** shall fully compensate TriMin for the following Services:

**A. General IFSpi Support Activities**

These activities are in support of all IFSpi users:

1. Track IFSpi support incidents and report out to Joint IFSpi Committee (JIC) per the IFSpi Service Level Agreement (SLA) attached and incorporated by reference as **Attachment B**.
2. Provide supporting documentation for JIC meetings (up to 6 times per year) with respect to IFSpi bugs/fixes and open Enhancement Requests (including categories Approved, Completed, New, Committee, Tabled, Denied, Withdrawn and Study statuses).
3. Provide any IFSpi revisions necessitated by changes in applicable Minnesota statutes, laws or regulations. MnCCC will advise TriMin of any requested changes to IFSpi as necessitated by changes in Minnesota statutes, laws, or regulations and provide sufficient details to support TriMin in making the

IFSpi Support Agreement – Page 1

changes. Further, these changes will be subject to the same enhancement scope limitation as listed in section III-H.

**B. Level 1 Support**

Logging of, and responding to, email and phone support requests from IFSpi users regarding IFSpi application usage. Each support request to be logged as to nature of the request/issue and county/agency/department that originated the request. Level 1 support will resolve basic user issues for the IFSpi users and escalate more complex issues to Level 2 support. Also described in **Attachment B**.

**Level 1 support will be performed by TrIMin for participating MnCCC counties and agencies and other applicable Independent users as approved by MnCCC, and only these users are to be charged for Level 1 support. See Attachment C.**

**C. Level 2 Support**

Engage with IFSpi users on more complex support issues as escalated from Level 1 support. Will resolve issues that can be addressed via ad hoc training, provide alternate approaches to resolving issue, or by documenting the issue more fully so that it can be addressed by Level 3 support as an MnCCC bug, or enhancement request. Level 2 support will provide direction to IFSpi users and to Level 3 support in terms of whether or not the IFSpi functionality is working as designed, or appearing to be a "bug" in the code that needs to be addressed by Level 3. If it is determined that the code is functioning as designed, then the IFSpi user will be instructed to submit an enhancement request to MnCCC (via their logical support organization). Level 2 support will also perform functional application testing prior to new release of updates to applications.

**Level 2 support will be performed by TrIMin and chargeable to MnCCC as listed in Attachment C. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.**

**D. Level 3 Support**

Perform IFSpi code analysis, programming, testing and project management related to bugs as escalated from Level 2 support.

Level 3 support will also include the following:

1. Estimating of IFSpi Functional Enhancement Requests, based on the documented requirements as submitted by MnCCC and Level 2 support.
2. Technical Design of approved Functional Enhancement Requests, with review and sign-off by MnCCC prior to coding activities on projects over 20 hours.
3. Project Management, Coding and Technical testing of Functional Enhancements.
4. On-going design, development, technical testing and deployment as described in "IFSpi Infrastructure Modernization" Section II-E below.

**Level 3 support will be performed by TrIMin and chargeable to MnCCC. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.**

#### **E. Installation Support**

For counties/agencies not able or interested in performing their own IFSpi product updates or installation of new releases, or who do not have another provider (i.e. MSCC), TriMin will perform the installations as part of this optional support element. A minimum hourly fee will be charged per installation per the fee table in **Attachment A**.

Installation support will be performed by TriMin and chargeable only to counties who choose this option.

#### **F. IFSpi Analyst Services**

In addition to Level 2 Support activities, the TriMin staff assigned the IFSpi Analyst work load will proactively engage in the following:

1. On-going updates to IFSpi end user documentation. TriMin to develop and manage a "plan" for on-going user documentation updates that will be prioritized and based on analysis of frequent support topics and the need to replace legacy (green screen) documentation over time.
2. Develop training materials and training videos for use by IFSpi community. Provide web and/or "live" training quarterly at events mutually agreed upon with MnCCC.
3. Serve as primary liaison to the Joint IFS Committee (JIC), JIC Subcommittees and work directly with MnCCC and individual MnCCC end users as appropriate, to fully define and document requirements for IFSpi functional enhancements prior to submission to Level 3 for estimates, or coding activities.
4. Provide communication from MnCCC to Level 3 technical staff regarding functional requirements for IFSpi and Cash Drawer and support end users needs and desires with respect to the software.

**IFSpi Analyst role will be performed by TriMin and chargeable to MnCCC. These fees are included and part of this contract pricing. No additional charges will be allowed without prior authorization by MnCCC.**

#### **G. IFSpi Infrastructure Modernization**

With the specific activity as agreed to and approved by MnCCC, Level 3 support will work continuously on the underlying architecture of IFSpi with the goal of remaining current with respect to the "code stack" that supports the functional capabilities of IFSpi and which will take up to 3,000 person hours to complete. The code stack refers to, but is not limited to: security layer, web browser, web server, framework, software and scripting language, web services and other interfaces. In addition to this activity, also includes new capabilities to support a more automated installation of product updates and new releases, and on-going technical documentation of same. Technical documentation requirements to be defined with MnCCC and prioritized along with code update activity. Examples of technical documentation:

1. Detailed documentation on the database structure and core application design, interfaces and Microsoft AD integration.
2. Documentation on all application module usage and code levels, including any registrations or licensing. Develop a plan to keep these current, patched and up to date.

TriMin will develop and maintain an IFSpi Infrastructure Modernization report document, to include: descriptions of specific modernization activities – including the rationale for why it was needed and hours logged by resource to support activities.

The IFSpi Infrastructure modernization fund is to include 3,000 person hours during this agreement, initially allocated at 1,000 hours for each calendar year, with bi-monthly report out on specific progress made against approved plans and hours logged. Should 1,000 hours not be sufficient for the demand/needs in

IFSpi Support Agreement – Page 3



this area, then additional hours may be authorized by MnCCC during a calendar year, including the allocation of hours from future years, and/or new hours chargeable at time and materials rates, per **Attachment A**.

Should TriMin fail to utilize 1,000 hours in support of IFSpi infrastructure modernization during a given calendar year, then any unused hours will be rolled into the next calendar year(s). During year 3 of this agreement, if the balance of hours required for IFSpi infrastructure support, based on actual activity in year 1 and year 2, is projected to be greater than remaining hours required to support known modernization activities then hours may be shifted to IFSpi functional enhancement activity to "consume" available hours. At this contract's end (December 31, 2021) any unused hours will not be recoverable.

**IFSpi modernization will be performed by TriMin only and associated costs are included in this Agreement.**

#### **H. Additional Requirements**

1. TriMin must obtain written permission from MnCCC to add any plug ins or third party code incorporated into the IFSpi system. This includes, but is not limit to, any "Freeware" or "Shareware". Once approved, those plugins will be maintained and updated as part of this Agreement without any additional fees, unless a special support addendum is executed and attached to this Agreement. TriMin will continue to provide MnCCC a detailed list specifying all third party code and plugins, used in the existing IFSpi application. The listing to be updated and provided to MnCCC annually, or more frequently if any significant changes made. MnCCC acknowledges and agrees that pre-existing plug ins and third party code incorporated into the IFSpi system are accepted, and shall remain subject to support hereunder.
2. TriMin shall provide current, full and detailed database and application design and programming documentation for all parts of the IFS application including 3<sup>rd</sup> party add ons, per provision in Section II – G above.
3. TriMin shall follow the MnCCC policy on submission of source code and documentation to MnCCC.
4. TriMin shall maintain and provide to MnCCC annually, or more frequently as requested by MnCCC, the following Version Control documents:
  - i. County/Agency Listing – Identifying version level of IFSpi and Cash Drawer (if installed) for each county/agency.
  - ii. The latest release notes documentation to include functions added to IFSpi and Cash Drawer in latest release.

#### **I. Service Level Agreement, Priorities and Escalation – See Attachment B.**

#### **J. Virus, Malware, Unapproved and/or Unauthorized Code**

1. The current business practice in today's world is the electronic distribution of application software, data, help files, etc. from TriMin. This can be achieved either via an electronic download of information through the internet, or through the receipt of electronic media (e.g. DVD, CD, tape, etc.). It is imperative that TriMin take responsibility for delivering their electronic files with no virus, malware or unapproved/unauthorized code to MnCCC. TriMin warrants and represents that any data, programs, hardware or firmware provided, or sourced, by TriMin to MnCCC shall be free, at the time of shipment, of any computer virus, malware, unapproved and/or unauthorized code.
2. "Virus, Malware, Unapproved and/or Unauthorized Code" shall be defined as any harmful or hidden programs or data incorporated therein with malicious or mischievous intent, including any code, program or device that would shut off or otherwise allow unrestricted access and use by MnCCC, its members and other licensees. This would also include, but not limited to, the entering of any illegal,

IFSpi Support Agreement – Page 4

virus, malware, unapproved and/or any unauthorized code containing or triggering any copyright, insane, mentally disturbing, vulgar, adult or porn type, virus, malware, trojans, bugs, tracking or reporting code or device, or politically motivating data into MnCCC and / or member systems or networks.

#### **K. Compliance with Laws**

The parties shall each abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect, or here after 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. This Agreement shall be governed by and construed in accordance with the Internal substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Agreement, to be commenced by TriMin or MnCCC, shall be venued in the applicable federal or state courts located in Ramsey County, Minnesota, and TriMin and MnCCC each hereby irrevocably consents to the jurisdiction and venue of such courts.

#### **L. Ownership, Proprietary Considerations and Data Security**

1. TriMin agrees to ensure confidentiality of all work performed pursuant to this Agreement, including source code development and all MnCCC/TriMin documentation pertaining to the system design to avoid pirating of this information and subsequent software license disputes. TriMin shall assign to MnCCC, and MnCCC shall solely own any data, databases, programs, or Interfaces developed by TriMin as a result of this Agreement.
2. MnCCC and TriMin agree that all materials and information developed under this Agreement shall become the sole property of MnCCC.
3. TriMin agrees to protect the security of and to keep confidential all data received or produced under the provisions of this Agreement, and shall not disclose them without the prior written consent of MnCCC.
5. Procedures and software created by TriMin pursuant to this Agreement, or modifications made to existing software to meet the specifications herein, shall be proprietary to MnCCC. TriMin shall not disclose or otherwise make said software available to third parties, or utilize in any other non-related applications without prior written consent of MnCCC.
6. TriMin shall not disclose to any party any information identifying, characterizing, or relating to any risk, threat, vulnerability, weakness or problem regarding data security in users' computer systems, or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by MnCCC and/or MnCCC members, without express written authorization of the other party. The provisions of this Section, shall survive the expiration or termination of this Agreement.

#### **III. Items Not Included**

This Agreement does not include support for non-IFSpi issues. Below are some examples of items not included in this support agreement, which will be identified and disclosed by TriMin to MnCCC as non-included services, in order to provide an opportunity for MnCCC (and in certain cases, MnCCC's end user) to accept or decline such services in writing and prior to initial performance by TriMin in each case:

- A. Any third party software (fees or support), this does not include any 3rd party code or plugins used in the application.
- B. Server migrations and server setup.
- C. Operating System updates or troubleshooting (IBM i or Windows servers).

IFSpi Support Agreement – Page 5

- D. Applying application server and/or web server updates.
- E. Networking issues internal to county or agency.
- F. Local PC operating system support or troubleshooting.
- G. Remote connection issues.
- H. IFSpi functional enhancements greater than 20 hours, without additional approval and funding by MnCCC.
- I. Other support for non-IFSpi / non-Cash Drawer applications or county systems.
- J. Future third party fees (if any) for what is currently "freeware" embedded within IFSpi (i.e. Crystal Reports viewer, xls converter, PDF viewer, etc.).

#### IV. Billings of Charges and Costs

- A. TriMin shall bill MnCCC the charges and costs for all support services, and at the rates set forth in **Attachment A**.

The minimum fee to be paid to TriMin for support services for IFSpi support over the duration of this Agreement shall be \$650,000 in 2019, \$674,400 in 2020, and \$699,576 in 2021, with support fees as defined in **Attachment A**. Any expenditure in addition to those specified above must be pre-authorized in writing by MnCCC. Additional services will be provided at the hourly rates and specifications defined in Sections C and D below.

Calendar quarter shall mean three (3) consecutive calendar months and the quarter shall commence with, respectively, the months of January, April, July, and October, of each calendar year. TriMin shall invoice MnCCC, and MnCCC shall invoice and collect quarterly support fees from its users.

- B. Invoices pursuant to Section III-A, above, shall be billed in advance to MnCCC on a quarterly basis and shall be paid by MnCCC within sixty (60) days of the date of the invoice, other than any portion(s) disputed in good faith by MnCCC.
- C. The chargeable hourly rates by TriMin during the duration of this Agreement for project management, technical work and training personnel shall be those as defined in **Attachment A**.
- D. For any and all services pre-authorized by MnCCC, the breakdown of the actual hours worked shall be reported by TriMin to MnCCC, which reserves the right to inspect TriMin's time records to substantiate charges and costs.
- E. Direct Support (projects outside of this support Agreement) will also be available to users at the annual rates specified in **Attachment A**. Direct Support services will be billed to MnCCC, who will then bill the requesting county. Both requesting county and MnCCC to sign any related Statement of Work (SOW).
- F. For services pre-authorized and performed pursuant to this Agreement, TriMin is authorized to bill for time incurred in actual travel, and for all transportation and overnight expenses except automobile mileage as per the US General Services Administrative Schedule.
- G. Non-payment and remedies of TriMin: In the event that MnCCC does not pay TriMin within sixty (60) days of the date of the invoice (other than any portion disputed in good faith), TriMin shall have the option to terminate its obligation to render further services to MnCCC upon at least ninety (90) days' written notice thereof.

**V. Representations, Warranties and Indemnifications of the Parties**

- A. Each party represents and warrants that it has the right to enter into this agreement.
- B. Except as expressly provided in this Agreement, neither party makes any warranty, either express or implied, with respect to the IFSpi computer software system or software support services provided herein, their quality, merchantability, or fitness for a particular purpose. Except as expressly provided in this Agreement, there are no warranties, either express or implied, regarding the IFSpi computer software system or software support services provided hereunder, and any and all such warranties are hereby disclaimed and negated. No oral or written information or advice given by either party or its employees shall create a warranty or make any modification, extension or addition to this warranty.
- C. In no event whatsoever shall either party be liable to the other or to third parties for any damages caused, in whole or in part, by the use of the IFSpi computer software system or the software support services provided hereunder, or for any lost revenues, lost profits, lost saving or other direct or indirect, incidental, special, statutory or consequential damages incurred by any person, even if advised of the possibility of such damages or claims.
- D. TriMin further represents, warrants and agrees as follows:
  - 1. TriMin represents and warrants that any modifications, enhancements, or related products furnished pursuant to Section I above will be designed and developed in a skilled, ethical, professional and lawful manner, and are designed to and will meet the functional and performance specifications and standards to be agreed upon by the parties and will execute on the IBM ISeries, Current Microsoft Server and SQL, PC networks, and Websphere Application server (or mutually agreed upon future modernizations).
  - 2. TriMin further warrants that these services will not alter or diminish the underlying performance of the existing IFSpi software system.
  - 3. TriMin represents and warrants that the modifications or enhancements and related products are, or shall be when completed and delivered hereunder, original work products, that are each hereby irrevocably assigned to and shall be owned by MnCCC, that neither the modifications, enhancements, and related products nor any of their elements nor the use thereof shall violate or infringe upon any patent, copyrights, trade secret or other third party legal rights.
  - 4. TriMin will provide true, correct and complete copies of the IFSpi source code to MnCCC and at no charge at least twice per calendar year, and at other times upon MnCCC's reasonable request. MnCCC will provide TriMin with written media, logistics, and delivery instructions.
  - 5. TriMin agrees to perform background checks on any new hires that may provide services to MnCCC during the term of this Agreement, and to have all employees providing services hereunder as of or after January 1, 2019, bonded to work on a financial system by a bonding company authorized by the State of Minnesota. If MnCCC desires to increase the bonding amount beyond the amount TriMin has secured then any additional fees associated with the increase in bonding amount will be paid for by MnCCC over and above the fees listed in section IV above.
- E. MnCCC further represents, warrants and agrees as follows:
  - 1. MnCCC represents, warrants, and covenants that it will provide the cooperation and assistance of its personnel, as reasonably required, and as would be necessary for the completion of TriMin's services hereunder, to the extent that the services are being rendered for MnCCC and for the

IFSpi Support Agreement – Page 7



MnCCC activity or system involved.

2. MnCCC represents and warrants that it will make prompt and full disclosure to TriMin of any unpublished information it receives regarding the government requirements and regulations related to the government program which the system services, in order to assist TriMin with its ongoing contractual obligations to monitor Minnesota legislative and administrative activities, and to update IFSpi, in order to accommodate applicable changes in Minnesota laws.

## **VI. Other Conditions**

### **A. Entire Agreement**

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

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the authorized representatives of the parties.

### **B. Non-Assignment**

TriMin shall not assign any interest in the Agreement without the prior written consent of MnCCC thereto, provided, however, that claims for money due or to become due to TriMin from MnCCC under this Agreement may be assigned to a bank, trust company, or other financial institutions without such approval.

### **C. Conflicts of Interest**

TriMin covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance under this Agreement. TriMin further covenants that in the performance of this Agreement, no persons having any such conflicting interest shall be employed.

### **D. Subcontracting**

None of the work or services covered by this Agreement, and properly authorized by MnCCC, shall be subcontracted without prior written approval of MnCCC. TriMin shall provide MnCCC with written notification requesting the use of subcontract resource ahead of engaging the resource. MnCCC shall respond in writing, in a timely manner, with approval or denial of request.

Said written consent shall not be unreasonably withheld in the event that TriMin shall reasonably request the authority to delegate or subcontract or consult regarding services to be provided hereunder and shall do so in writing except in the event of emergency, and shall request such authority only as to qualified personnel or entities, all of which shall be without any release of the full responsibility and liability of TriMin hereunder to MnCCC.

Furthermore, such third party subcontractor(s) shall produce an expressed agreement acknowledging receipt of a copy of this Agreement and such third party's agreement to be bound by its provisions, as well as any nondisclosure agreements or other obligations in force between TriMin and MnCCC.

**E. Expenses Incurred**

No payment shall be made under this Agreement for any expenses incurred in a manner contrary to any provision contained herein or in a manner inconsistent with any federal, state, or local law, rule, or regulation.

**F. Independent Contractor**

For the purpose of this Agreement, TriMin is an independent contractor. Any and all employees, members, or associates or other persons, while engaged in the work or services required to be performed by TriMin under this Agreement, shall be considered employees of TriMin; and any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or TriMin, shall in no way be the obligation, liability or responsibility of MnCCC.

**G. Insurance.** TriMin, for the benefit of itself and MnCCC, at all times during the term of this Agreement, shall maintain and keep in full force and effect the following:

1. A single limit, combined limit, or excess umbrella automobile liability insurance policy, if applicable, covering agency-owned, non-owned, and hired vehicles used regularly in the provision of services under this Agreement, in an amount of not less than one million five hundred thousand dollars (\$1,500,000) per accident for combined single limit.
2. A single limit or combined limit or excess umbrella general liability insurance policy of an amount of not less than one million dollars (\$1,000,000) for property damage arising from one (1) occurrence, one million dollars (\$1,000,000) for total bodily injury including death and/or damages arising from one (1) occurrence, and one million dollars (\$1,000,000) for total personal injury and/or damages arising from one (1) occurrence. Such policy shall also include contractual liability coverage.
3. Statutory Worker's Compensation Insurance.
4. Professional liability (errors and omissions) insurance in an amount of not less than two million dollars (\$2,000,000).
5. TriMin will provide MnCCC with certificates of insurance by the end of the first month of the Agreement. The certificate of insurance shall provide that the insurance carrier will notify MnCCC in writing at least thirty (30) days prior to any reduction, cancellation, or material alteration in TriMin's required minimum insurance coverage. MnCCC shall be named as an additional insured party in each policy.

**H. Local Alterations**

For the system supported under this Agreement, the version maintained by TriMin shall be designated the "Base System". The parties to this Agreement agree to accept the base system and modifications to the base system as approved by the MnCCC. TriMin shall not be liable for claims arising from any and all versions that include local alterations. The term "Local Alterations" shall include, but not be limited to, any software modification, and any modification to system operations contrary to those specified in the system documentation.

**I. Data Practices**

All data collected, created, received, maintained, disseminated or used for any purposes in the course

IFSpI Support Agreement – Page 9

of TriMin's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, and any other applicable state statutes and rules adopted to implement the Act as well as other applicable state and federal laws, including those on data privacy. TriMin agrees to abide by these statutes, rules and regulations currently in effect and as they may be amended. TriMin designates Director of Services, as its "responsible authority" pursuant to the Minnesota Government Data Practices Act for purposes of this Agreement, the individual responsible for the collection, reception, maintenance, dissemination, and use of any data on individuals and other government data including summary data. Any replacement of TriMin's responsible authority will be effective on MnCCC's receipt of written notice thereof given by TriMin.

**J. Force Majeure**

TriMin shall not be held responsible for delay or failure to perform when such delay or failure is due to any of the following uncontrollable circumstances: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, acts of public authorities, or delays or defaults caused by public carriers.

**K. Severability**

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining provisions of this Agreement.

**L. Governing Laws**

The internal laws of the State of Minnesota shall govern as to the interpretation, validity, and effect of this Agreement, without regard for applicable conflicts of law principles.

**M. Non-Discrimination**

In carrying out the terms of this Agreement, TriMin shall not discriminate against any employee, applicant for employment, or other person, supplier, or contractor, because of race, color, religion, sex, marital status, national origin, disability, or public assistance.

**N. Document Examination**

All books, records, documents and accounting procedures and practices of TriMin relative to this Agreement are subject to examination by MnCCC, and either the legislative auditor or the state auditor as appropriate in accordance with the provisions of Minn. Stat. Section 16B.06, Subd. 4.

**VII. Term and Termination**

The term of this Agreement shall be January 1, 2019, to December 31, 2021, inclusive, unless earlier terminated prior to expiration as provided by herein.

This Agreement may be terminated prior to expiration by MnCCC or by TriMin for default, and by written notice of default given by the non-breaching party, and to be effective upon expiration of a designated cure period of not less than thirty (30) days, unless the party alleged to be in default has cured such default(s) within such thirty (30) day cure period.

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

Trimlin Systems

By: 

Title: VP- Director of Services

Date: 8/6/2018

MnCCC

By: 

Title: Chair

Date: August 9, 2018

MnCCC

By: 

Title: Executive Director

Date: 8/7/2018

MnCCC

By: 

Title: JIC Chair

Date: 8-10-18

**ATTACHMENT A**

**IFSPI Support Agreement 2019 – 2021**

**Fee Summary – Annual**

<u>Support Elements</u>	2019 Support	2020 Support	2021 Support
	Fees	Fees	Fees
Level 1 Support	\$ 125,000.00	\$ 130,000.00	\$ 135,200.00
Level 2/3 Support	\$ 360,000.00	\$ 374,400.00	\$ 389,376.00
Infrastructure Modernization	\$ 165,000.00	\$ 170,000.00	\$ 175,000.00
<b>Annual Contract Total</b>	<b>\$ 650,000.00</b>	<b>\$ 674,400.00</b>	<b>\$ 699,576.00</b>

IFS Analyst role fees are included in Level 2/3 Support in the Fee Summary above, as the IFS Analyst role is primarily responsible for Level 2 Support, in addition to other duties for IFS Analyst role as listed earlier in this document.

<b>IFSpi Release Update Fees</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
Hourly Rates	\$165	\$170	\$175

## ATTACHMENT B

### Service Level Agreement (SLA) Obligations and Procedures – IFSpi Support

This Attachment defines the SLA requirements referenced in the master agreement.

#### Severity Levels, Prioritization, and Response Time Requirements

- Each Support request will be logged into TriMin's support tracking system (JIRA) and assigned a unique tracking number.
- New Support Requests will be given a label regarding Severity:
  - Severity 1: Critical Business Impact** - IFSpi system is not accessible
  - Severity 2: Significant Business Impact** – An IFSpi component is unavailable to users
  - Severity 3: Some Business Impact** - IFSpi system is fully available, but a significant issue is causing delays or workarounds
  - Severity 4: Minimal Business Impact** - IFSpi system is fully available, but minor issue requires assistance
- Highest priority will be given to Severity 1 Issues, with Severity 2, 3, and 4 in descending priority sequence.
- End user will assign severity, TriMin can adjust severity label with MnCCC approval.
- Response Time Goals:
  - Severity 1** – Within 1 hour for initial response, with all available TriMin resources to support until IFSpi system is up and running again. TriMin resources will work 7 days a week, 24 hours a day until the issue is solved. TriMin will provide regular updates to the client personnel on the status and resolution of the issue. MnCCC and the effected client personnel shall be notified if the issue is not resolved in 4 hours. The notification shall include an expected time to resolution. This update shall occur every 4 hours until the issue is resolved.
  - Severity 2** – Within 2 hours for initial response, subject to Severity 1 priorities, with all available resources to support issue resolution until the issue is solved. Regular updates (at least at every 20 hour work interval) will be provided by TriMin to client designated staff. Escalation to designated MnCCC and client-personnel is required after 20 working hours if the issue has not been resolved. TriMin will work on these issues during normal business hours.
  - Severity 3** – Within 4 hours for initial response, subject to Severity 1 and 2 priorities. Regular updates (at least at every 40 hour work interval) will be provided by TriMin to client designated staff. Escalation to designated MnCCC and client-personnel is required after 60 working hours if the issue has not been resolved. TriMin will work on these issues during normal business hours.
  - Severity 4** – within 8 hours for initial response, subject to Severity 1, 2 and 3 priorities. TriMin will work on during normal business hours. These issues are expected to be resolved within a commercially reasonable time. No escalation of these types of issues is required unless the issue has not been resolved within 3 months. After 3 months escalation of the issue must be made to MnCCC, and the affected client designated staff.

### **Hours of Service**

TriMin Support for IFSpi will be staffed and available from 8:00 A.M. to 4:30 P.M. central time, Monday through Friday, excluding TriMin holidays.

### **Boundaries of Service**

The focus of TriMin's support is the IFSpi application and while many other factors can affect the availability and performance of IFSpi, TriMin will engage and assist in problem determination until an acceptable resolution is reached. Issues not covered by IFSpi support may include:

- Internal county/agency IT responsible systems
- Another vendor/application support not related to IFSpi
- IBM core operating systems, except as related to IBM standard updates that IFSpi must operate under/or with.
- Microsoft core operating systems, except as related to Microsoft standard updates that IFSpi must operate under/or with.
- Billable services from TriMin (for a project outside of IFSpi Support Agreement)

Examples of services not covered under the IFSpi Support Agreement:

- 3<sup>rd</sup> party software fees or support unless the 3<sup>rd</sup> party software is part of the IFSpi application.
- Server migrations and server setup.
- Operating System updates or troubleshooting (IBM or Windows servers), except as related to Microsoft or IBM standard updates that IFSpi must operate under / or with.
- Applying OS updates to application and/or web server updates.
- Networking issues internal to county or agency.
- PC issues or PC troubleshooting, except as related to Microsoft or IBM standard updates that IFSpi must operate under / or with.
- Remote connection issues.
- Issues controlled by State of MN.
- Issues caused or initiated by county/agency that impact IFSpi or Cash Drawer that require TriMin assistance to resolve (i.e. user error - approving budget prematurely and needing to manually "fix" data).
- Support for non-IFSpi / non-Cash Drawer applications or county systems.
- Future 3<sup>rd</sup> party fees (if any) for what is currently "freeware" embedded within IFSpi (i.e. Crystal Reports viewer, xls converter, PDF viewer, etc.) These must be identified ASAP and a written report supplied to MnCCC within 90 days of contract signing.

### **Customer Responsibilities**

- IFSpi Users will support their own requests for support with timely communication during and after problem resolution.
- IFSpi users will provide a high speed remote access capability to TriMin, as needed, to help resolve support issues. TriMin agrees to follow the individual agencies / counties requirements for this connectivity.
- IFSpi users will work with their local IT staff to rule out local issue before contacting TriMin.



- IFSpi users are encouraged to consult the TriMin IFS Portal and/or IFS Golden for additional help information.
- Users need to supply as much detail of the issue to the TriMin help desk as possible. Examples of information needed is:
  - Knowing if they are running IE in compatibility mode, and what IE version they are on.
  - Knowing if the issue is isolated, or happening multiple time and to different IFSpi users.
  - If the problem can readily be recreated, knowing the specific steps that cause the issue.
  - Knowing if any changes have occurred in the local system/network environment (new levels of operating system, or hardware, or web server, etc.).
  - If any local diagnostics were run, being able to share them with TriMin.
  - Sharing screen shots of issue, or error code.

#### **Reporting**

- TriMin will provide MnCCC approved reports to MnCCC concerning the following aspects of IFSpi Support, These reports shall be supplied bi-monthly or on a schedule mutually agreed to by MnCCC, and TriMin
  - Volume of Support Issues (new vs. resolved).
  - Resolution Type for Support Issues.
  - Volume of Issues by reporting agencies.
  - Trends in support.
  - Severity 1, 2, 3, 4 Issues reported/resolved.
  - "Bugs" fixed/pending.
  - Enhancements completed/pending.
  - Modernization activities status and hours usage.

**ATTACHMENT C**

**Levels of support will be maintained by the JIC Contract Committee and a list will be provided to TriMin upon commencement of the contract and when any changes are made.**



## BOARD RATIFICATION STATEMENT

The Board of Le Sueur County has ratified the Professional Services Agreement between TriMin Systems Inc. and the Minnesota Counties Computer Cooperative (MnCCC) for the maintenance and support of IFS. The Agreement will be effective January 1, 2019 through December 31, 2021. This Agreement commits the participating members for the term of the contract and the financial obligations associated with this agreement.

Signed: \_\_\_\_\_  
Board Chair

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

Attest: \_\_\_\_\_

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

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

