



Le Sueur County, MN

Tuesday, January 15, 2019

Board Meeting

Item 3

9:10 a.m. Sue Rynda, Human Services (35 min.)

Staff Contact:

Human Services Board Agenda January 15, 2019 @ 9:10 a.m.

100- INFORMATION/PRESENTATIONS:

- 110 - January 2019 Organizational Chart
- 120 - Community Connections Project Update
- 130 - Health Plan Procurement Update - Managed Care/2020
- 140 - Legislative Updates

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 - Counseling Services of Southern Minnesota Contract [Family Based Services]
- 320 - Paul Dietzman Contract [Behavioral Analyst]
- 330 - Greater Minnesota Contract [Family Based Services]
- 340 - ApplicationXtender Workflow Manager [Family Services Unit] Quote
- 350 - Commissioner's Warrants

PURCHASE OF SERVICE AGREEMENT
COUNSELING SERVICES OF SOUTHERN MINNESOTA
AND
Le SUEUR COUNTY HUMAN SERVICES DEPARTMENT

January 1, 2019 to December 31, 2019

The Le Sueur County Human Service Department, 88 South Park Avenue, Le Center, MN 56057, hereafter referred to as "Department" and Counseling Services of Southern Minnesota, hereafter referred to as "Contractor", enter into this agreement for the period from January 1, 2019 to December 31, 2019.

WITNESSETH

WHEREAS, the Contractor is an organization approved under Minnesota Department of Human Services Rule 29,

WHEREAS, the County wished to purchase such program services from the Contractor,

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

Purchase of Service:

As specified in the Federal Register of January 31, 1977, CFR 45 Part 28 and the Minnesota Comprehensive Annual Services Program Plan, the County agrees to purchase and the Contractor agrees to furnish the following:

Family Based Services –

- Diagnostic Assessment (Standard/Extended)
- Individual and Family Therapy
- Crisis Services (evening phone/day mobile)
- Individual and Family Skills
- Monthly participation at Le Sueur County meetings
- Travel time to client and county meetings
- Consultation with case managers in person and by phone
- Client No Shows

County and Insurance Funding Model. Contractor will provide 866.25 hours of family/child based services (3/4 F.T.E.). These positions are serviced by 3/4 F.T.E. Qualified Mental Health Practitioner/Unlicensed Therapist, qualified to provide mental health practitioner services under the supervision of a Licensed Mental Health Professional. Contractor will accept reimbursement as \$85.00 per hour for the Unlicensed Therapist/Practitioner. All services to Medical Assistance, Prepaid Medical Assistance Plan (PMAP), and commercial insurance eligible and severely emotionally disturbed, and emotionally disturbed children will be billed to insurance. Diagnostic Assessments will be provided on an as needed basis at the request of the Department. Diagnostic Assessments are \$100 per unit. A unit includes one hour of direct and one hour of indirect service to the client for a Standard Diagnostic Assessment. An Extended Diagnostic Assessment will include three units of direct interview/observation and two units of

indirect service for a combined Extended DA unit price of \$400. Travel time is reimbursed at a rate of \$.82/minute.

Cost and Delivery of purchased Services: (MA/GAMC and County Funding Model):

If no clients are eligible for MA/GAMC, PMAP, or commercial insurance, the total cost of the Diagnostic Assessment, Individual/Family Therapy, Crisis Services, Individual and Family Skills services would be \$74,000. Each insurance eligible client with a severe emotional disturbance or emotional disturbance will reduce the county's total costs by billing MA, Prepaid Medical Assistance Plan (PMAP), or commercial insurance for all direct client contact and travel time.

Number of Client Cases per ¾ FTE Caseload

Counseling Services of Southern Minnesota uses several factors to determine when a ¾ FTE has a full caseload. These include but are not limited to age of the client, ECSII/CASII score, number of family members participating in sessions, type of sessions and the intensity of services. The range would be six to fifteen cases. The Contractor requests that if more cases need referral, the Department would refer these clients to other available providers at CSSM or elsewhere or approach CSSM to amend the contract to acquire additional provider resources.

Eligibility for Services:

The parties understand and agree that the eligibility of the client to receive the Purchased Services to be purchased by the Department and furnished by the Contractor is to be determined according to the Department.

When the Department has determined that the client is no longer eligible to receive Purchased Services from the Contractor, the Department shall so notify the Contractor within five (5) days of the determination.

Delivery of Care and Services:

Except as otherwise provided herein, the Contractor shall maintain in all respects its present control over and autonomy with respect to:

- a. The application of its intake procedures and requirements to clients.
- b. The methods, times, means, and personnel for furnishing Purchased Services to eligible clients.
- c. The determination of when to terminate the furnishing of Purchased Services to eligible clients.

Nothing in this agreement shall be construed as requiring the Contractor to provide or continue Purchased Services to or for any eligible clients.

Payment for Purchased Services:

- a. Certification of Expenditures: The Contractor shall, within (15) working days following the last day of each month submit an invoice to the Department.

- b. Payment: The Department shall within thirty (30) days of the date of the receipt of the invoice, make payment to the Contractor.

Audit and Record Disclosures:

The Contractor shall allow personnel of the Department, the Minnesota Department of Human Services and the Department of Health to access the Contractor's records at reasonable hours in order to exercise their responsibility to monitor the services. The Contractor will be compliant with National Standards, U.S. Department of Human Services under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA).

The Consultant agrees to provide assurances that it will comply with Health Information Portability and Accountability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that IIHI will be:

- Contractor will maintain all client medical records for services provided by contractor.
- All medical records will be appropriately safeguarded.
- Maintain a current accounting of disclosures and release of applicable records if requested.
- Grant authorized individual's access and ability to amend their IIHI.
- Upon termination, contractor will retain medical records in accordance with State, Federal and Payer regulations.
- Both the Department and Contractor will report any misuse of IIHI.
- Contractor will not utilize any subcontractor to provide services to clients served through this contract.

Safeguard of Client Information:

The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or the Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, his/her attorney or his/her responsible guardian.

Equal Employment Opportunity and Civil Rights Clause:

The contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000d) including Executive Order NO. 11246 and Title VI (42 USC 2000c).

Fair Hearing and Grievance Procedures:

The contractor agrees that a fair hearing and grievance procedure will be established in conformance with and in conjunctions with the Fair Hearing and Grievance Procedures established, developed and provided by the Minnesota Department of Human Services.

Bonding, Indemnity and Insurance Clause:

- a. Bonding: The Contractor shall obtain and maintain at all times, during the terms of agreement, a fidelity bond covering the activities of its personnel authorized to receive or distribute monies in the amount of \$500,000.
- b. Indemnity: The Contractor does hereby agree that it will at all times hereafter, during the existence of this agreement, indemnify and hold harmless the Department from any and all liability, loss, damages, costs or expenses which may be claimed against the Department or the Contractor (1) by reason of any service client's suffering personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this agreement or while on premises owned, leased or operated by the Contractor or while being transported to or from said premises in any vehicle owned, operated, leased, chartered or otherwise contracted by the Contractor or any officer, agent or employee thereof; or (2) by reason of any service client's causing injury to, or damage to, property of another person during any time when the Contractor or any officer, agent or employee thereof has undertaken or is furnishing the care and services called for under this agreement.
- c. Insurance: The Contractor does further agree that, in order to protect itself as well as the Department under the indemnity agreement provision hereinabove set forth, it will at all times during the term of this agreement have and keep in force a liability insurance policy in the amount of \$3,000,000.

The Contractor certifies that the services to be provided under this agreement are not available without cost to eligible clients. The Contractor further certified that payment for Purchased Services will be in accordance with rates of payment, which do not exceed amounts reasonable and necessary to assure quality or service. (If services are being purchased from another public agency, the rate of payment shall be adjusted to the actual cost of the service.)

Conditions of the Parties' Obligation:

- a. It is understood and agreed that in the event the reimbursement to the Department from the state and federal sources is not obtained and continued an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
- b. This agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) day notice, in writing, delivered by mail or in person.
- c. Before termination date specified in Section 1 of this agreement, the Department may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
- d. Any alterations, variations, modifications or waivers of provision of this agreement shall be valid only when they have been reduced to writing duly signed and attached to the original of this agreement.
- e. No claims for services furnished by the Contractor not specifically provided in this agreement will be allowed by the Department nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Department. Such approval shall be considered to be a modification of the agreement.

- f. In the event that there is a revision of federal regulations, which make this agreement ineligible for federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new federal regulations.
- g. The Contractor agrees to establish written procedures for discharging a person or terminating services to a person. These written procedures shall include: notification of the case manager, person to be discharged, the person's parent, or legal guardian prior to the termination of services, assistance in developing or securing alternative services and assuring a smooth transition to other services, the review of the proposed action by the interdisciplinary team, and other procedures as agreed by the Contractor and the Agency.

Subcontracting:

The Contractor shall not enter into subcontracts from any of the work contemplate under this agreement without written approval of the Department.

Miscellaneous:

Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained herein; and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county family service department(s) relating to the subject matter hereof.

IN WITNESS WHEREOF, the Department and the Contractor have executed this agreement as of the day and year first above written.

Signature _____
 Tom McNeely, Executive Director
 Counseling Services of Southern Minnesota

 Date Signed

Signature _____
 Susan Rynda, Director
 Le Sueur County Human Services

 Date Signed

 Chairperson,
 Le Sueur County Board of Commissioners

 Date Signed

APPROVED AS TO FORM AND EXECUTION

 County Attorney

 Date Signed

An Equal Opportunity/Affirmative Action Employer

PURCHASE OF SERVICE AGREEMENT

The Le Sueur County Department of Human Services, hereafter referred to as the “Department”, and Paul J. Dietzman, M.S., Behavior Analyst, Independent Behavioral Consultant, 448 210th St. Trimont, MN 56176-1291, Phone: 507.380.2720 / fax: 507.639.3869 hereafter referred to as the “Contractor,” enter into this agreement for the period from 01-01-2019 to 12-31-2020.

In consideration of the mutual understandings and agreements set forth, the Department and Contractor agree as follows:

1. Purchase of service

The Department agrees to purchase and the Contractor agrees to furnish, on behalf of the Department for such children as the Department names in writing the following “Consulting Services”:

In-Home Behavior Analyst services which include:

Behavior Assessment and Intervention Planning [in-home/on-site observation and interview; interviews with other in-home staff or community support personnel (therapists, social workers, teachers, etc.); Functional Behavior Assessment (FBA); Behavioral Support Plan (BSP); Follow-Up];

General Consultation [Initial Home/On-Site Visit; Written Suggestions; Visit with Parents and Social Worker to Discuss Suggestions, Follow-Up];

Program Development [In-Home/On-Site Visit Including Caregiver Interview and Observations; Written Therapy Plan with Programmatic Ideas; Implementation and Data Collection Instructions Provided; Periodic Visits to Discuss/Revise Plan; Follow-Up];

Behavior Therapy: implementing a pre-existing therapy plan.

Notwithstanding anything herein to the contrary, the Department shall be responsible for (and Contractor will not provide as part of its services) obtaining all necessary consents from parents or adult children and providing all necessary notices to parents or adult children and maintaining a comprehensive file of all notices, consents, reports, plans, meeting minutes and other documentation required by applicable law. The Department agrees that, while Contractor will be providing training and recommendations to the Department’s staff, Contractor has no supervisory authority or responsibility and is not responsible for assuring the proper implementation of plans.

2. Cost and Delivery of Purchased Services:

The unit cost for providing the services shall be \$99.00 per hour which will include all time expended providing consulting services, including non-consulting activities necessary to providing consulting services (such as record keeping, research and drafting), regardless of whether such services are provided at the child’s location or another location or by telephone or other form of communication (billed in 15-minute increments). The Department shall also pay Contractor \$49.00 per hour trip charge for costs incurred during travel to Client’s location (this charge is to cover the cost of travel only and is calculated by time rather than mileage to account for variability in travel conditions). Contractor shall not be entitled to mileage or other expenses or reimbursement of out-of-pocket expenses.

3. Eligibility for Services:

The parties understand and agree that the eligibility of a child to receive Consulting Services shall be determined by the Department.

When the Department has determined that a child is no longer eligible to receive Consulting Services from the Contractor, the Department shall notify the Contractor in writing within 10 working days of this determination. The Contractor will be paid for all Consulting Services rendered prior to receipt of said written notice.

4. Payment for Consulting Services:

Contractor shall submit itemized invoices within one working day following the last day of each calendar month, which shall be due and payable 30 days after the date of the invoice.

5. Record Requirements:

The Contractor maintain and provide upon reasonable request such records as are reasonably required by the Department for program administration; however, the records maintained by the Contractor will not include the documents that the Department is required to keep pursuant to section 1 of this agreement. The records typically required by the Department include:

- a. Claim Vouchers*
- b. Case Notes/Narratives*
- c. Case Plans/Functional Assessments*

6. Safeguard of Client Information:

The use or disclosure by the Contractor of information concerning an eligible child in violation of any rule of confidentiality imposed by law or for any purpose not directly connected with the administration of the Department's or the Contractor's responsibilities with respect to the Consulting Services hereunder is prohibited except on proper written consent of such eligible child, his/her attorney or his/her responsible parent or guardian. The Contractor and the Department each agree to abide by HIPPA Laws and Limited English Proficiency (LEP) guidelines.

7. Fair Hearing and Grievance Procedures:

The Contractor agrees to abide by the fair hearing and grievance procedure established by the Department and Minnesota Statute.

8. Bonding, Indemnity, and Insurance Clause:

- a. Bonding – No bond is required from the Contractor.
- b. Indemnity – The Contractor hereby agrees to indemnify, save and hold harmless the County and all of its agents and employees of and from any and all claims, demands, actions, or causes of action of whatsoever nature or character (collectively “Claims”) arising out of Contractor’s performance of this agreement. Further, the Contractor agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting said Claims. Likewise, the Department, on behalf of the County, hereby agrees to indemnify, save and hold harmless the Contractor and all of its agents and employees of and from any and all claims, demands, actions, or causes of action of whatsoever nature or character (collectively “Claims”) arising out of the Department’s performance of this agreement. Further, the Department, on behalf of the County, agrees to defend at its own sole cost and expense any action or proceeding commenced for the purpose of asserting said Claims.
- c. Insurance – The Contractor does further agree that, in order to protect itself as well as the Department under the indemnity agreement provision herein above set forth, it will, at all times during the term of this contract, have and keep in force a liability insurance policy in the amount of \$1 million per occurrence and \$3 million aggregate.

9. Conditions of the parties Obligations:

- a. It is understood and agreed that in the event reimbursement to the Department from State and Federal sources is not obtained and continued at an aggregate level sufficient, in the Department’s opinion, to allow for the purchase of Consulting Services, the obligations of each party hereunder shall thereupon be terminated, except that the Department shall pay for all Consulting Services rendered prior to receipt by Contractor of a written notice of said termination from The Department to the Contractor.
- b. This agreement may be canceled by either party at any time, with or without cause, upon 30 days notice, in writing, delivered by mail or in person. Misconduct by the Contractor shall be cause for immediate termination of the agreement, again subject to the Contractor being paid for Consulting Services rendered prior to receipt by the Contractor of the written notice of termination by the Department to the Contractor.
- c. Before the termination date specified in this agreement, the Department may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
- d. Any alterations, variations, modifications, or waivers of provisions of this agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this agreement.
- e. No claim for services furnished by the Contractor, not specifically provided for in this agreement, will be allowed by the Department, nor shall the Contractor do any work or furnish any material not covered by the agreement. Such approval shall be considered to be a modification of the agreement.
- f. In the event there is a revision or violation of Federal/State regulations which make this agreement ineligible for Federal/State financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with Federal/State regulations, including any appropriate change in the amount charged to reflect changes in the scope of the Consulting Services provided or additional costs for compliance with changed Federal/State law.

10. Subcontracting:

The Contractor shall not enter into subcontracts for any work contemplated under this agreement.

Date: _____ By: _____
Chairperson, County Board of Commissioners

Date: _____ By: _____
Agency Director

Date: _____ By: _____
Contractor

Contractor's Social Security Number

Date: _____ By: _____
County Attorney (as to form and execution)

PURCHASE OF SERVICE AGREEMENT
GREATER MINNESOTA FAMILY SERVICES
AND
Le SUEUR COUNTY HUMAN SERVICES DEPARTMENT

January 1, 2019 to December 31, 2019

The Le Sueur County Human Service Department, 88 South Park Avenue, Le Center MN 56057, hereafter referred to as "Department" and the Greater Minnesota Family Services, 2320 E Hwy 12, Suite 2, Willmar, Minnesota 56201, hereafter referred to as "Contractor", enter into this agreement for the period from January 1, 2019 to December 31, 2019.

WITNESSETH

WHEREAS, the Contractor is an organization approved under Minnesota Department of Human Services Rule 29,

WHEREAS, the County wished to purchase such program services from the Contractor,

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

Purchase of Service:

As specified in the Federal Register of January 31, 1977, CFR 45 Part 28 and the Minnesota Comprehensive Annual Services Program Plan, the County agrees to purchase and the Contractor agrees to furnish the following:

Family Based Services –

- Family Based Mental Health
- Family Based Counseling
- Family Based Crisis Services
- Group Skills

County and Insurance Funding Model. Contractor will provide 1,308 hours of family based services (1 F.T.E.). These positions are serviced by 1 F.T.E. Qualified Mental Health Practitioners, qualified to provide mental health practitioner services under the supervision of a licensed Qualified Mental Health Professional. Contractor will accept reimbursement as \$64.88 per hour for the Mental Health Practitioner \$91.60 for the Licensed Mental Health Professional. All services to Medical Assistance, Prepaid Medical Assistance Plan (PMAP), and commercial insurance eligible and severely emotionally disturbed, and emotionally disturbed children will be billed to insurance. Diagnostic Assessments will be provided on an as needed basis at the request of the Department. Diagnostic Assessments are \$91.60 per unit. A Service Unit includes one hour of direct and indirect service to the client.

Cost and Delivery of purchased Services: (MA/GAMC and County Funding Model):

If no clients are eligible for MA/GAMC, PMAP, or commercial insurance, the total cost of the Family Based Mental Health, Family Based Counseling and Family Based Crisis Services would be \$84,863. Each insurance eligible client with a severe emotional disturbance or emotional disturbance will reduce the county's total costs by billing MA, Prepaid Medical Assistance Plan (PMAP), or commercial insurance for all direct client contact and travel time.

Number of Client Cases per FTE Caseload

The Greater Minnesota Family Services Board of Directors has established the maximum number of case referrals from the Department, at any given time, shall be twelve client cases for 1.0 FTE. The range would be six to twelve cases. The Contractor requests that if more cases need referral, the Department would refer these clients to other available Family Based staff.

Eligibility for Services:

The parties understand and agree that the eligibility of the client to receive the Purchased Services to be purchased by the Department and furnished by the Contractor is to be determined according to the Department.

When the Department has determined that the client is no longer eligible to receive Purchased Services from the Contractor, the Department shall so notify the Contractor within five (5) days of the determination.

Delivery of Care and Services:

Except as otherwise provided herein, the Contractor shall maintain in all respects its present control over and autonomy with respect to:

- a. The application of its intake procedures and requirements to clients.
- b. The methods, times, means, and personnel for furnishing Purchased Services to eligible clients.
- c. The determination of when to terminate the furnishing of Purchased Services to eligible clients.

Nothing in this agreement shall be construed as requiring the Contractor to provide or continue Purchased Services to or for any eligible clients.

Payment for Purchased Services:

- a. Certification of Expenditures: The Contractor shall, within (15) working days following the last day of each month submit an invoice to the Department
- b. Payment: The Department shall within thirty (30) days of the date of the receipt of the invoice, make payment to the Contractor.

Audit and Record Disclosures:

The Contractor shall allow personnel of the Department, the Minnesota Department of Human Services and the Department of Health to access the Contractor's records at reasonable hours in order to exercise their responsibility to monitor the services. The Contractor will be compliant with National Standards, U.S. Department of Human Services under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA).

The Consultant agrees to provide assurances that it will comply with Health Information Portability and Accountability Act (HIPAA) requirements necessary to protect individual identifying health information (IIHI). Use and disclosure will require that IIHI will be:

- Appropriately safeguarded.
- Any misuse of IIHI will be reported.
- Secure satisfactory assurances from any subcontractor.
- Grant individual access and ability to amend their IIHI.
- Make available an accounting of disclosures and release applicable records if requested.
- Upon termination, return or destroy all IIHI in accordance with conventional record retention/destruction practices.

Safeguard of Client Information:

The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality or for any purpose not directly connected with the administration of the Department's or the Contractor's responsibility with respect to the Purchased Services hereunder is prohibited except on written consent of such eligible client, his/her attorney or his/her responsible guardian.

Equal Employment Opportunity and Civil Rights Clause:

The contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000d) including Executive Order NO. 11246 and Title VI (42 USC 2000c).

Fair Hearing and Grievance Procedures:

The contractor agrees that a fair hearing and grievance procedure will be established in conformance with and in conjunctions with the Fair Hearing and Grievance Procedures established, developed and provided by the Minnesota Department of Human Services.

Bonding, Indemnity and Insurance Clause:

- a. Bonding: The Contractor shall obtain and maintain at all times, during the terms of agreement, a fidelity bond covering the activities of its personnel authorized to receive or distribute monies in the amount of \$500,000.
- b. Indemnity: The Contractor does hereby agree that it will at all times hereafter, during the existence of this agreement, indemnify and hold harmless the Department from any and all liability, loss, damages, costs or expenses which may be claimed against the

Department or the Contractor (1) by reason of any service client's suffering personal injury, death or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this agreement or while on premises owned, leased or operated by the Contractor or while being transported to or from said premises in any vehicle owned, operated, leased, chartered or otherwise contracted by the Contractor or any officer, agent or employee thereof; or (2) by reason of any service client's causing injury to, or damage to, property of another person during any time when the Contractor or any officer, agent or employee thereof has undertaken or is furnishing the care and services called for under this agreement.

- c. Insurance: The Contractor does further agree that, in order to protect itself as well as the Department under the indemnity agreement provision hereinabove set forth, it will at all times during the term of this agreement have and keep in force a liability insurance policy in the amount of \$3,000,000.

The Contractor certifies that the services to be provided under this agreement are not available without cost to eligible clients. The Contractor further certified that payment for Purchased Services will be in accordance with rates of payment, which do not exceed amounts reasonable and necessary to assure quality or service. (If services are being purchased from another public agency, the rate of payment shall be adjusted to the actual cost of the service.)

Conditions of the Parties' Obligation:

- a. It is understood and agreed that in the event the reimbursement to the Department from the state and federal sources is not obtained and continued an aggregate level sufficient to allow for the purchase of the indicated quantity of Purchased Services, the obligations of each party hereunder shall thereupon be terminated.
- b. This agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) day notice, in writing, delivered by mail or in person.
- c. Before termination date specified in Section 1 of this agreement, the Department may evaluate the performance of the Contractor in regard to the terms of this agreement to determine whether such performance merits renewal of this agreement.
- d. Any alterations, variations, modifications or waivers of provision of this agreement shall be valid only when they have been reduced to writing duly signed and attached to the original of this agreement.
- e. No claims for services furnished by the Contractor not specifically provided in this agreement will be allowed by the Department nor shall the Contractor do any work or furnish any material not covered by the agreement, unless this is approved in writing by the Department. Such approval shall be considered to be a modification of the agreement.
- f. In the event that there is a revision of federal regulations, which make this agreement ineligible for federal financial participation, all parties will review the agreement and renegotiate those items necessary to bring the agreement into compliance with the new federal regulations.
- g. The Contractor agrees to establish written procedures for discharging a person or terminating services to a person. These written procedures shall include: notification of

the case manager, person to be discharged, the person's parent, or legal guardian prior to the termination of services, assistance in developing or securing alternative services and assuring a smooth transition to other services, the review and approval of the proposed action by the interdisciplinary team, and other procedures as agreed by the Contractor and the Agency.

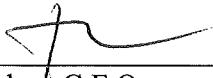
Subcontracting:

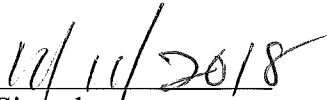
The Contractor shall not enter into subcontracts from any of the work contemplate under this agreement without written approval of the Department. All subcontracts shall be subject to the requirements of this contract. The Contractor shall be responsible for the performance of any subcontractor.

Miscellaneous:

Entire Agreement: It is understood and agreed that the entire agreement of the parties is contained herein; and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county family service department(s) relating to the subject matter hereof.

IN WITNESS WHEREOF, the Department and the Contractor have executed this agreement as of the day and year first above written.

Signature 
Thomas Belcher, C.F.O.
Greater Minnesota Family Services


Date Signed

Signature _____
Susan Rynda, Director
Le Sueur County Human Services

Date Signed

Chairperson,
Le Sueur County Board of Commissioners

Date Signed

APPROVED AS TO FORM AND EXECUTION

County Attorney

Date Signed

An Equal Opportunity/Affirmative Action Employer



To: Sue Rynda, Le Sueur County Human Services
 From: Wayne Altenbernd
 Date: December 7, 2018
 Subject: ApplicationXtender Workflow Manager for Social Services Unit

Le Sueur County Human Services has indicated a desire to implement a Workflow based Electronic Document Management System (EDMS) for use by the Social Services unit. ISC (Information Systems Corporation) has implemented OpenText ApplicationXtender EDMS solutions in over 40 Minnesota counties. In addition, ISC has implemented Workflow based EDMS solutions in 20 Minnesota counties.

Le Sueur County Human Services is currently using OpenText ApplicationXtender as its electronic document management system and has the following product licenses.

License Description	Quantity	Annual Maintenance Cost
ApplicationXtender Server Core Concurrent Connection License	25	\$9,985.00
ApplicationXtender Workflow Manager Server License	1	\$666.00
ApplicationXtender Forms License	1	\$666.00
ApplicationXtender Workflow Manager Concurrent User License	20	\$5,856.00
ApplicationXtender Connector Concurrent Connection License	20	\$2,664.00
ApplicationXtender Capture Package	6	\$1,116.00
ISC State Form Auto Fill Concurrent Connection License	10	\$2,000.00
Captiva Standard Server 100K Page per Year Bundle License	1	\$726.00
Captiva Server Volume +100K Page per Year Perpetual License	1	\$399.00
Captiva Attended Client	1	<u>\$932.00</u>
Total for Annual Maintenance		\$25,010.00

This proposal is designed to expand on the existing ApplicationXtender system by enhancing it with additional software products to increase system functionality, productivity, and efficiency.

Professional Services are included with this proposal and are required to customize and implement the proposed EDMS Solution so that it is optimized for Le Sueur County Human Services. The Professional Services also includes onsite training of county staff on the proper and best use of the proposed EDMS Solution.

All software products included with this proposal have an Annual Maintenance Agreement that is required with initial purchase. The Annual Maintenance Agreement includes all technical support needed to insure a reliable, trouble-free system as well as software upgrades.

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EDMS Solution Recommendation

Cost to Implement the Proposed EDMS Solution

- For Social Services Unit with Enhanced Document Capture

Product or Service Description	Quantity	Cost	Total cost
Software Licenses			
ApplicationXtender Server Core 5 CC Client License Pack	1	\$7,988.00	
ApplicationXtender Workflow Manager 5 CC Client License Pack	1	\$5,500.00	
Captiva Capture Attended Client License	1	\$3,728.00	
Captiva Capture Server Volume +100K Pages/Year Perpetual	1	<u>\$1,704.00</u>	
Total for Software Licenses			\$18,920.00
Professional Services			
Workflow Business process analysis and development	1	\$5,500.00	
Captiva Capture Software Installation and Training	1	\$2,500.00	
Workflow End user Training	1	<u>\$1,750.00</u>	
Total for Professional Services			\$9,750.00
Annual Maintenance Agreements			
ApplicationXtender Server Core 5 CC Client License Pack	1	\$1,997.00	
ApplicationXtender Workflow Manager 5 CC Client License Pack	1	\$1,320.00	
Captiva Capture Attended Client License	1	\$932.00	
ApplicationXtender Capture Package	1	<u>\$168.00</u>	
Total for Annual Maintenance Agreements			\$4,417.00
Document Scanners			
Canon DR-M240 Duplex Color Document Scanner	1	<u>\$628.00</u>	
Total for Document Scanners			<u>\$628.00</u>
Total for Proposed EDMS Solution (see notes below for additional information)			\$33,715.00

Note 1: Additional costs may be incurred when implementing or expanding ApplicationXtender Workflow Manager. Additional costs may include, but not limited to, purchasing additional ApplicationXtender licenses and Professional Services for business process analysis and workflow development.

EDMS Solution Add-ons to Enhance System Capabilities

The following license add-ons are available for the ApplicationXtender system to increase the number of concurrent connection licenses.

Description	Purchase Price	Annual Maintenance Agreement	Total Cost
ApplicationXtender Server Core 5 CC Client License Pack	\$7,988.00	\$1,997.00	\$9,985.00
ApplicationXtender Workflow Manager 5 CC Client License Pack	\$5,858.00	\$1,464.00	\$7,322.00



Document Scanner Recommendations

ISC is recommending that Le Sueur County Human Services consider the following Canon document scanners if additional scanners are needed for this project.

Pricing good until 12-31-2018.

Desktop Scanners	Purchase Price*	Annual Maintenance Agreement
Canon DR-C230 Color Duplex Document Scanner	\$407.00	N/A

Specifications:

- Recommended Scanning Volume – 3,500 Scans per Day
- Grey Scale: 8-Bit maximum, 256 levels
- Color: 24-Bit maximum
- Built-in 60-sheet capacity automatic document feeder
- **Scan speed – 30 letter size pages per minute @ 200dpi**
- Maximum document size of 8.5" x 14"
- Minimum document size of 2.0" x 2.1"
- Scan resolutions of 100 to 600 dpi
- Dimensions: (H x W x D) 9.1" x 11.5" x 10.0"
- Weight: 6.17 lbs.



Canon DR-C240 Color Duplex Document Scanner	\$628.00	N/A
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Specifications:

- Recommended Scanning Volume – 4,000 Scans per Day
- Grey Scale: 8-Bit maximum, 256 levels
- Color: 24-Bit maximum
- Built-in 60-sheet capacity automatic document feeder
- **Scan speed – 45 letter size pages per minute @ 200dpi**
- Maximum document size of 8.5" x 14"
- Minimum document size of 2.0" x 2.1"
- Scan resolutions of 100 to 600 dpi
- Dimensions: (H x W x D) 9.0" x 11.4" x 9.9"
- Weight: 6.17 lbs.



Canon DR-M260 Color Duplex Document Scanner	\$937.00	N/A
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Specifications:

- Recommended Scanning Volume – 7,500 Scans per Day
- Grey Scale: 8-Bit maximum, 256 levels
- Color: 24-Bit maximum
- Built-in 80-sheet capacity automatic document feeder
- **Scan speed – 60 letter size pages per minute @ 200dpi**
- Maximum document size of 8.5" x 14"
- Minimum document size of 2.0" x 2.1"
- Scan resolutions of 100 to 600 dpi
- Dimensions: (H x W x D) 9.09" x 11.22" x 10"
- Weight: 7.5 lbs.

