



Board of Commissioners

Agenda

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

April 9, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of April 9, 2024 is Presented for Approval** [2023-659](#)
Sponsors: County Manager's Office
Approve the agenda of April 9, 2024.
2. **Minutes from April 2, 2024 are Presented for Approval** [2023-680](#)
Sponsors: County Manager's Office
Approve the April 2, 2024 Minutes.

PROCLAMATION

3. **Proclamation: Ramsey County Transgender Day of Visibility** [2024-087](#)
Sponsors: Human Resources
4. **Proclamation: National County Government Month Proclamation** [2024-114](#)
Sponsors: County Manager's Office

ORDINANCE PROCEDURES

5. **Proposed Ordinance to Accept Land Donation of 0 Mystic Street, Saint Paul to Ramsey County and to Convey the Donated Land as Parkland - Waive the Second Reading and Hold Public Hearing** [2024-118](#)
Sponsors: Parks & Recreation
 1. Waive the Second Reading of the proposed Ordinance to Accept Land Donation of 0 Mystic Street, Saint Paul to Ramsey County and to Convey the Donated Land as Parkland.
 2. Hold the Public Hearing for the proposed Ordinance to Accept Land Donation of 0 Mystic Street, Saint Paul to Ramsey County and to Convey the Donated Land as Parkland.

ADMINISTRATIVE ITEMS

6. **Amendment to Single Source Agreement with Systems Technology Group, Inc. for Claim and Time Repository System Maintenance and Support Services** [2024-116](#)

Sponsors: Health and Wellness Administration

1. Approve amendment to the single source agreement with Systems Technology Group, Inc., 3001 West Big Beaver Road, Suite 500, Troy, MI 48084 for claim and time repository system maintenance and support services for the period upon execution through April 15, 2026 in the amount of \$1,428,000.
2. Authorize the Chair and the Chief Clerk to execute the amendment.

7. **Grant Award from the Minnesota Department of Human Services for Transition to Community Initiative** [2024-108](#)

Sponsors: Social Services

1. Ratify the submittal of the grant application to the Minnesota Department of Human Services for the Transition to Community Initiative in the amount of \$60,000 for the period July 1, 2022, through June 30, 2024.
2. Approve an amendment to the agreement with the Minnesota Department of Human Services for the Transition to Community Initiative to extend the term of the agreement for the period of July 1, 2024, through June 20, 2025, and receive additional funding of \$67,500 for a total award of \$127,500.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to approve amendments to the agreement and accept subsequent awards from the Minnesota Department of Human Services for the Transition to Community Initiative.

8. **Single Source Agreement with National Medical Services Labs for Toxicology Services** [2024-066](#)

Sponsors: Medical Examiner

1. Approve the single source agreement with National Medical Services Labs, 200 Welsh Road, Horsham, PA 19044 for toxicology testing for the period of upon execution through March 31, 2026, with an option for a two-year renewal, in the amount in accordance with the rates established in the agreement.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

LEGISLATIVE UPDATE**COUNTY CONNECTIONS****OUTSIDE BOARD AND COMMITTEE REPORTS**

BOARD CHAIR UPDATE**ADJOURNMENT**

Following County Board Meeting:

10:00 a.m. (est.) Ramsey County Regional Railroad Authority Meeting - Council Chambers, Courthouse Room 300

10:30 a.m. (est.) Board Workshop - Strategic Team Committee of the Whole: Workforce Statistics Report - Council Chambers, Courthouse Room 220

Public access via Zoom webinar: <http://tinyurl.com/2024AMBWS>

Webinar ID: 945 2405 1145 | Passcode: 590044 | Phone: 651-372-8299

Advance Notice

April 16, 2024 County board meeting – Council Chambers

April 23, 2024 County board meeting – Council Chambers

April 30, 2024 No county board meeting – 5th Tuesday

May 07, 2024 County board meeting – Council Chambers



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2023-659

Meeting Date: 4/9/2024

Sponsor: County Manager's Office

Title

Agenda of April 9, 2024 is Presented for Approval

Recommendation

Approve the agenda of April 9, 2024.



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2023-680

Meeting Date: 4/9/2024

Sponsor: County Manager's Office

Title

Minutes from April 2, 2024 are Presented for Approval

Recommendation

Approve the April 2, 2024 Minutes.

Attachments

1. April 2, 2024 Minutes.

Board of Commissioners Minutes

April 2, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:01 a.m. with the following members present: Frethem, McGuire, Moran, Ortega, Reinhardt, Xiong and Chair Martinson. Also present were Johanna Berg, County Manager, and Stacey D'Andrea, Assistant County Attorney, Ramsey County Attorney's Office.

ROLL CALL

Present: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Presented by Commissioner Moran. Discussion can be found on archived video.

1. Agenda of April 2, 2024 is Presented for Approval [2023-658](#)

Sponsors: County Manager's Office

Motion by Ortega, seconded by Xiong. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

2. Minutes from March 19, 2024 are Presented for Approval [2023-679](#)

Sponsors: County Manager's Office

Motion by McGuire, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

PROCLAMATION

3. Proclamation: Autism Awareness Month [2024-041](#)

Sponsors: County Manager's Office

Presented by Commissioner McGuire. Discussion can be found on archived video.

4. Proclamation: National Public Health Week [2024-099](#)

Sponsors: Public Health

Presented by Commissioner Moran. Discussion can be found on archived video.

ADMINISTRATIVE ITEMS

5. Appointment of Vice Chair of Rice Creek Commons Joint Development [2024-002](#)

Authority Board

Sponsors: Community & Economic Development, Chief Clerk

Motion by Moran, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: B2024-055

6. Award from Saint Paul & Minnesota Foundation for Restorative Outreach & Support Coordinator [2024-096](#)

Sponsors: County Attorney's Office

Motion by Moran, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: B2024-056

7. Intergovernmental Mobility Agreement with the City of Saint Paul Police Department [2024-124](#)

Sponsors: County Attorney's Office

Motion by Moran, seconded by Reinhardt. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: B2024-057

8. Funding Allocation from the Minnesota Department of Human Services for Family First Prevention Services [2024-085](#)

Sponsors: Social Services

Motion by Reinhardt, seconded by McGuire. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: B2024-058

9. Joint Powers Agreement with the State of Minnesota for Disparity Study [2024-110](#)

Sponsors: Finance

Motion by Reinhardt, seconded by Xiong. Motion passed.

Aye: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

Resolution: B2024-059

LEGISLATIVE UPDATE

Presented by Commissioner Moran. Discussion can be found on archived video.

COUNTY CONNECTIONS

Presented by County Manager, Johanna Berg. Discussion can be found on archived video.

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

Presented by Chair Martinson. Discussion can be found on archived video.

ADJOURNMENT

Chair Martinson declared the meeting adjourned at 10:33 a.m.



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2024-087

Meeting Date: 4/9/2024

Sponsor: Human Resources

Title

Proclamation: Ramsey County Transgender Day of Visibility

Attachments

1. Proclamation

Proclamation

WHEREAS, Transgender Day of Visibility honors the memory, bravery and resilience of trans people in our community and around the world; and

WHEREAS, This annual day fosters acceptance of transgender, non-binary, and gender-nonconforming people and raises awareness of anti-trans prejudice and discrimination within our society; and

WHEREAS, Transgender Day of Visibility encourages Ramsey County to support and uplift the trans, non-binary, and gender non-conforming residents and staff within our many, varied departments; and

WHEREAS, Ramsey County acknowledges that transgender community members, especially trans people of color, are disproportionately affected by hate crimes and violence, high levels of unemployment, and limited access to housing; and

WHEREAS, This day draws particular attention to the astonishingly short life expectancy of transgender women and femmes of color, due to unrelenting transphobia and racism; and

WHEREAS, Ramsey County recognizes its unique position to connect transgender, non-binary, and gender non-conforming employees and residents of all ages with appropriate, affirming, programs, services and life-saving healthcare; and

WHEREAS, Ramsey County honors and commemorates the effort, commitment, and resilience of people who work towards equity and justice on behalf of transgender, non-binary, and gender-nonconforming youth and adults; and

WHEREAS, Ramsey County aspires to foster inclusivity by embracing and affirming intersectional experiences across race, gender identity and expression, disability and sexual orientation; and

WHEREAS, Ramsey County begins a journey of striving to support, embrace, and respect trans people in its values, practice and policy; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares April 9, 2024, as Transgender Day of Visibility in Ramsey County.


Trista Martinson, Board Chair, District 3


Mary Jo McGuire, Commissioner, District 2


Rafael Ortega, Commissioner, District 5


Victoria Reinhardt, Commissioner, District 7


Nicole Frethem, Commissioner, District 1


Rena Moran, Commissioner, District 4


Mai Chong Xiong, Commissioner, District 6


Johanna Berg, County Manager



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2024-114

Meeting Date: 4/9/2024

Sponsor: Board of Commissioners

Title

Proclamation: National County Government Month Proclamation

Attachments

1. Proclamation

Proclamation

WHEREAS, The nation's 3,069 counties serving more than 330 million Americans provide essential services to create healthy, safe, and vibrant communities; and

WHEREAS, Counties fulfill a vast range of responsibilities and deliver services that touch nearly every aspect of our residents' lives in the areas of public health, public safety, parks, roads, libraries, and elections; and

WHEREAS, Ramsey County and all counties take pride in our responsibility to protect and enhance the health, wellbeing and safety of our residents in efficient and cost-effective ways; and

WHEREAS, Under the leadership of National Association of Counties (NACo) President Mary Jo McGuire, NACo is highlighting county leadership through the lens ForwardTogether, celebrating the role of county governments in connecting and building bridges, inspiring engagement, and leading as intergovernmental partners; and

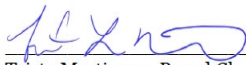
WHEREAS, That role includes a responsibility to build bridges across difference, inspire county residents' to engage with their communities, and lead by highlighting our strength as intergovernmental partners; and

WHEREAS, Each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs, and services; and

WHEREAS, Ramsey County's vision is to be a vibrant community where all are valued and thrive, and Ramsey County's mission is to be a county of excellence working with you to enhance our quality of life; Now, Therefore, Be it

PROCLAIMED, The Ramsey County Board of Commissioners hereby declares April 2024 as National County Government Month and encourages all county officials, employees, schools, and residents to participate in county government celebration activities; and Be It Further

PROCLAIMED, The Ramsey County Board of Commissioners celebrates our Ramsey County employees for their dedicated service to our communities and expresses gratitude for the time and talent that they bring to their work each day.



Trista Martinson, Board Chair, District 3



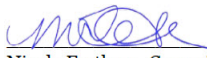
Mary Jo McGuire, Commissioner, District 2



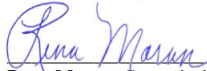
Rafael Ortega, Commissioner, District 5



Victoria Reinhardt, Commissioner, District 7



Nicole Frethem, Commissioner, District 1



Rena Moran, Commissioner, District 4



Mai Chong Xiong, Commissioner, District 6



Johanna Berg, County Manager

Board of Commissioners

Request for Board Action

Item Number: 2024-118

Meeting Date: 4/9/2024

Sponsor: Parks & Recreation

Title

Proposed Ordinance to Accept Land Donation of 0 Mystic Street, Saint Paul to Ramsey County and to Convey the Donated Land as Parkland - Waive the Second Reading and Hold Public Hearing

Recommendation

1. Waive the Second Reading of the proposed Ordinance to Accept Land Donation of 0 Mystic Street, Saint Paul to Ramsey County and to Convey the Donated Land as Parkland.
2. Hold the Public Hearing for the proposed Ordinance to Accept Land Donation of 0 Mystic Street, Saint Paul to Ramsey County and to Convey the Donated Land as Parkland.

Background and Rationale

Ardella Ankrum is the fee owner of the property commonly known as "0 Mystic Street", legally described as Lot 40, Block 9, and that part adjoining Lots 29 and 30, Block 9 of Lot A, Burlington Heights Division No. 2, Ramsey County, Minnesota. Ms. Ankrum is proposing a donation of the property to Ramsey County as parkland. The property is located along the Mississippi River bluff line south of Lower Afton Road and is bordered by two existing Mississippi River Bluff Protection Open Space properties (currently Battle Creek Regional Park property).

The subject property is a landlocked parcel of land approximately .263 acres in size and is undevelopable due to existing topographic conditions. A due diligence review was completed for the subject property including a title review, site inspections and property appraisal. The property appraisal valued the property at \$14,300.

The Parks & Recreation department recommends approval for the donation of 0 Mystic Street to Ramsey County. In addition, the Parks & Recreation department recommends conveying 0 Mystic Street to parkland within Battle Creek Regional Park. This property is included in the Parks & Recreation department strategic acquisition plan for Battle Creek Regional Park and identified in the 2023 Battle Creek Regional Park Long-Range Plan Amendment. All cost associated with the land donation for 0 Mystic Street will be paid by Ramsey County totaling approximately \$1,765 and consists of a land appraisal, title review, closing costs, and property taxes.

Acquisition Costs

| | |
|---------------------------|-----------------|
| Purchase Price | \$ 0 (Donation) |
| Closing Costs (Estimated) | \$ 350 |
| Property Appraisal | \$ 1,200 |
| O & E Title Report | \$ 75 |
| <u>Taxes</u> | <u>\$ 140</u> |
| Total | \$1,765 |

The Ramsey County Home Rule Charter section 5.01 requires that certain acts of the Ramsey County Board shall be by ordinance, including 5.01.A.7 ("Convey or lease, or authorize the conveyance or lease of any park of lands of the County"). Although 5.01 is silent regarding real property acquisitions of park land pursuant to

donation/gift, Section 5.04.A.8 specifically excludes “park land acquired by gift” from acts of the County Board pursuant to Resolution. Therefore, the appropriate procedure in this instance is by Ordinance under 5.01.

The Ramsey County Home Rule Charter section 5.02 states each proposed ordinance shall receive two readings: first, at the time it is presented, and second, at the time of the public hearing as required by law. Both readings may be waived if a copy of the ordinance is supplied to each member of the County Board prior to its introduction. In accordance with these requirements, the proposed Land Donation Ordinance was provided to each commissioner prior to its introduction on April 9, 2024. Therefore, the second reading may be waived by duly made motion and majority vote.

The Ramsey County Home Rule Charter section 5.02 states that every proposed ordinance shall hold a public hearing as required by law.

County Goals (Check those advanced by Action)☒ Well-being☐ Prosperity☒ Opportunity☐ Accountability**Racial Equity Impact**

Land acquisition of this property will improve the overall public access into this section of Battle Creek Regional Park (aka. Mississippi Bluff Protection Open Space) in addition to providing natural resource protection of the bluff line along Highway 61. The surrounding neighborhoods are very diverse with approximately 67% people of color consisting of Black/African American, American Indian/Alaskan Native, Asian/Pacific Islander, and Hispanic/Latino populations. This property acquisition promotes outcomes of the 21st Century Park initiative for public access to park and recreation facilities, natural environments, and promotes climate action goals for protection of natural resources and canopy protection for a reduction of heat zones in urban areas.

Community Participation Level and Impact

Although there was no community participation for this land donation, this property was previously identified for potential acquisition as part of a 2020 Metropolitan Council process for regional park and trail system additions in 2020 and within the 2023 Battle Creek Regional Park Long-Range Plan. The development of the 2023 Battle Creek Regional Park Long-Range Plan included a robust community engagement process to reach as wide of an audience as possible, while also focusing on an equitable approach through a selection of engagement sessions in order to reach as racially diverse audience as possible.

Engagement material and community notifications for the 2023 Battle Creek Long-range plan were available in multiple languages to maximize awareness and engagement opportunities. To ensure opinions of a racially diverse audience were included in the master plan, Parks & Recreation held pop-up meetings at various community festivals, events, and at reservations made at the Battle Creek Regional Park pavilion. The Battle Creek Regional Park Long-Range plan can be viewed and downloaded at:

<https://www.ramseycounty.us/residents/parks-recreation/planning-construction-restoration/battle-creek-regional-park-master-plan>

☒ Inform☐ Consult☐ Involve☐ Collaborate☐ Empower**Fiscal Impact**

The total acquisition cost for the property donation at 0 Mystic Street, Saint Paul is \$1,765. Funding for the acquisition includes \$1,765 from the 2024 Parks budget. The Parks and Recreation department will provide ongoing land maintenance through Regional Parks and Open Spaces Operation & Maintenance funds. Operation and maintenance funding for regional parks and open spaces provides resources to implement maintenance and operation activities to the regional parks and trails within Ramsey County.

Last Previous Action

On March 19, 2024, the Ramsey County Board waived the first reading and set the public hearing date for April 9, 2024 (Resolution 2024-054).

Attachments

1. Proposed Ordinance
2. Proposed Schedule
3. Affidavit of Publication

OFFICIAL SUMMARY OF AN ORDINANCE APPROVING THE LAND DONATION OF 0 MYSTIC
STREET, SAINT PAUL TO RAMSEY COUNTY AND TO CONVEY THE DONATED LAND AS
PARKLAND

This Ordinance authorizes the land donation between the County of Ramsey and Ardella Ankrum. The parcel owned by Ardella Ankrum is adjacent to land within Battle Creek Regional Park.

Ordinance No. _____

AN ORDINANCE APPROVING THE LAND DONATION OF 0 MYSTIC STREET, SAINT PAUL TO RAMSEY COUNTY AND TO CONVEY THE DONATED LAND AS PARKLAND

WHEREAS, Ardella Ankrum is the fee owner of the property commonly known as "0 Mystic Street", legally described as Lot 40, Block 9, and that part adjoining Lots 29 and 30, Block 9 of Lot A, Burlington Heights Division No. 2, Ramsey County, Minnesota; and

WHEREAS, Ms. Ankrum is proposing a donation of the property to Ramsey County as parkland; and

WHEREAS, The property is located along the Mississippi River bluff line south of Lower Afton Road and is bordered by two existing Mississippi River Bluff Protection Open Space properties (currently Battle Creek Regional Park property); and

WHEREAS, The subject property is a landlocked parcel of land approximately .263 acres in size and is undevelopable due to existing topographic conditions; and

WHEREAS, A due diligence review was completed for the subject property including a title review, site inspections and property appraisal. The property appraisal valued the property at \$14,300; and

WHEREAS, The Parks & Recreation department recommends approval for the donation of 0 Mystic Street to Ramsey County. In addition, the Parks & Recreation department recommends conveying 0 Mystic Street to parkland within Battle Creek Regional Park; and

WHEREAS, All cost associated with the land donation for 0 Mystic Street will be paid by Ramsey County totaling approximately \$1,765 and consists of a land appraisal, title review, closing costs, and property taxes; and

WHEREAS, The Ramsey County Home Rule Charter section 5.01 requires that certain acts of the Ramsey County Board shall be by ordinance, including section 5.01.A.7 ("Convey or lease, or authorize the conveyance or lease of any park or lands of the County"); and

WHEREAS, Section 5.01 is silent regarding real property acquisitions of park land pursuant to donation/gift, section 5.04.A.8 specifically excludes "park land acquired by gift" from acts of the County Board pursuant to Resolution; therefore, the appropriate procedure in this instance is by Ordinance under section 5.01; and

WHEREAS, The Ramsey County Home Rule Charter section 5.02 states each proposed ordinance shall receive two readings: first, at the time it is presented, and second, at the time of the public hearing as required by law; and

WHEREAS, Both readings may be waived if a copy of the ordinance is supplied to each member of the County Board prior to its introduction; and

THE BOARD OF COMMISSIONERS OF THE COUNTY OF RASMEY DOES ORDAIN, the land donation between the County of Ramsey and Ardella Ankrum as part of Battle Creek Regional Park and described in Attachment 1, is hereby approved;

And Does Further

ORDAIN, That the Chair and Chief Clerk are authorized to execute the documents necessary to implement the land donation; and Does Further

ORDAIN, That this Ordinance shall not be effective until forty-five (45) days after publication of the Ordinance and the minutes in order to permit filing of any initiative and referendum in accordance with the Ramsey County Home Rule Charter.

Proposed Ordinance to Accept Land Donation of 0 Mystic Street, Saint Paul to Ramsey County and to Convey the Donated Land as Parkland.

Proposed Dates

| | |
|----------|--|
| March 19 | Waive First Reading and set Public Hearing Date |
| March 27 | Publication of County Notice in Official Newspaper – Press Publication |
| April 9 | Waive Second Reading and Hold Public Hearing |
| April 16 | Action on Ordinance |
| May 31 | Ordinance becomes effective after forty-five (45) day waiting period (Referendum petition requirement). |

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

Carter Johnson, being first duly sworn, on oath states as follows:

1. I am the publisher of the VADNAIS HEIGHTS PRESS, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant of Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and day of the week upon which the public notice attached was published in the newspaper are as follows:


Once a week, for one week, it was published on Wednesday, the 27th day of March, 2024.
4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331A.06, is as follows:

- a) Lowest classified rate paid by commercial users for comparable space _____
- b) Maximum rate allowed by law for the above matter _____
- c) Total amount charged for the above matter \$ 6.16/inch

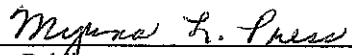
5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Ramsey County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

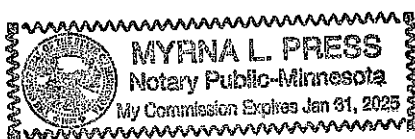
We are a qualified newspaper in the following counties: Anoka, Ramsey and Washington

FURTHER YOUR AFFIANT SAITH NOT.

BY: 
TITLE: Carter Johnson, Publisher
PRESS PUBLICATIONS
4779 Bloom Avenue
White Bear Lake, MN 55110

Subscribed and sworn to before me on this 27th day of March, 2024.


Notary Public



**RAMSEY COUNTY, MINNESOTA
OFFICE OF THE COUNTY MANAGER
ST. PAUL, MINNESOTA
PUBLIC HEARING NOTICE**

NOTICE IS HEREBY GIVEN that the Ramsey County Board of Commissioners will hold a Public Hearing at 9:00 a.m., or as soon thereafter as possible, on Tuesday, April 9, 2024, in the Council Chambers, 3rd Floor - Courthouse, 15 West Kellogg Blvd, Saint Paul, MN, 55102.

This Public Hearing will be conducted to afford the public the opportunity to comment on the proposed ordinance to accept land donation of 0 Mystic Street, Saint Paul to Ramsey County and to convey the donated land as parkland.

Persons who intend to testify are encouraged to sign up online at [ramseycounty.us/chiefclerk](https://tinyurl.com/04092024PublicHearing) or to contact the Chief Clerk at 651-266-9200 prior to Tuesday, April 9, 2024.

If in-person testimony is not feasible, comments may alternatively be provided via the following methods:

Zoom: <https://tinyurl.com/04092024PublicHearing> | Webinar ID: 981 0248 2842 | Passcode: 573158 | Phone: 651-372-8299

Email: chiefclerk@ramseycounty.us | Phone: 651-266-9200 | Written

Mail: Chief Clerk, 15 W. Kellogg Blvd, Suite 250, Saint Paul, MN 55102

Published one time in the Vadnais Heights Press on March 27, 2024.

Board of Commissioners

Request for Board Action

Item Number: 2024-116

Meeting Date: 4/9/2024

Sponsor: Health and Wellness Administration

Title

Amendment to Single Source Agreement with Systems Technology Group, Inc. for Claim and Time Repository System Maintenance and Support Services

Recommendation

1. Approve amendment to the single source agreement with Systems Technology Group, Inc., 3001 West Big Beaver Road, Suite 500, Troy, MI 48084 for claim and time repository system maintenance and support services for the period upon execution through April 15, 2026 in the amount of \$1,428,000.
2. Authorize the Chair and the Chief Clerk to execute the amendment.

Background and Rationale

Ramsey County currently contracts with Systems Technology Group, Inc. (STG) for maintenance and support of the Claim and Time Repository (CTR) system to support annual revenue capture. The CTR system is used to bill specified health plan insurance providers for Medicaid reimbursable services such as Adult Mental Health Targeted Case Management, Children's Mental Health Targeted Case Management and Assertive Community Treatment services that the Social Services Department provides to the community.

The CTR system processes approximately \$15 million of health care claim remittances annually. CTR is a custom-built system developed in 2013 in response to the unavailability of a commercial off-the-shelf solution. The system incorporates hundreds of complex business rules unique to integration with the State's Social Service Information System (SSIS) and BizTalk, the software that is used to transmit claims and allows CTR to communicate with and share information or events between the applications and systems that need to work together for the claiming process.

STG has made available to Ramsey County a computer programmer/developer that has spent nine years acclimating to the business rules, further defining and modifying the business rule code, analyzing rejected claims and making system modifications to assure successful processing of claims and reimbursement. STG's programmer/developer was instrumental in assisting Ramsey County Information Services with the CTR BizTalk server upgrade. It is critical that Ramsey County retain the ongoing CRT system maintenance and development contractual relationship with STG until a replacement CTR system is developed.

On April 16, 2019, the Ramsey County Board approved a Single Source Agreement with System Technology Group, Inc. for CTR system maintenance and support services for the term April 16, 2019 through April 15, 2020 in the amount of \$204,000. The original Agreement was subsequently renewed for four additional one-year terms at \$204,000 annually for a total contract not-to-exceed amount of \$1,020,000 for the full contract term of April 16, 2019 through April 15, 2024.

Effective May 26, 2023, Ramsey County Single Source Purchase Policy requires that single source contracts over \$175,000, amendments causing the contract to go over \$175,000, and/or contracts or amendments causing the contract to have a term longer than five years, or 15 years for IT procurements, must be approved by the county board. As a result, this requested contract action requires county board approval.

County Goals (Check those advanced by Action)☒ Well-being☒ Prosperity☐ Opportunity☐ Accountability**Racial Equity Impact**

Racially diverse communities would be significantly impacted if the Ramsey County was not able to support annual revenue capture by utilizing the CTR system to bill health plan insurance providers for Medicaid reimbursable services.

Community Participation Level and Impact

This requested action has not utilized community participation.

☒ Inform☐ Consult☐ Involve☐ Collaborate☐ Empower**Fiscal Impact**

This contract amendment makes an additional \$204,000 available annually for two years to System Technology Group, Inc. for CTR system maintenance and support services, with the option to renew for up to three additional one-year periods. The additional \$408,000 for this two-year period, added to the original not-to-exceed amount of \$1,020,000, results in a new total contract not-to-exceed amount of \$1,428,000. Funding for the annual not-to-exceed amount of \$204,000 is included in the Health and Wellness Administration budget.

Last Previous Action

On April 16, 2019, the Ramsey County Board approved an Agreement with System Technology Group, Inc. for CTR system maintenance and support services for the period April 16, 2019 through April 15, 2020, in the amount of \$204,000 annually, with the option to renew for four additional one year terms, for a total contract not-to-exceed amount of \$1,020,000 (Resolution B2019-090).

Attachments

1. Amendment to Professional Services Agreement

Amendment to HWAD 19-002 STG

This is an amendment to the Agreement between Ramsey County, a political subdivision of the State of Minnesota, 160 East Kellogg Blvd., Saint Paul, MN 55101 ("County") and Systems Technology Group, Inc., 3001 West Big Beaver Road, Suite 500, Troy, MI, 48084 for claiming time reporting and development work.

In this Amendment, deleted terms will be struck out and added terms will be underlined and bolded, except were described otherwise.

Revision 1, Section 1.1. of the Agreement is amended as follows:

1.1.

The original term of this Agreement shall be from April 16, 2019 through April 15, 2024~~26~~ and may ~~not~~ be renewed **for up to three (3) additional one year period(s).**

The full term of this agreement (including renewals) is ~~5~~**10** year(s), 0 month(s) and 0 day(s).

Revision 2, Section 4.1. of the Agreement is amended as follows:

4.1.

The County shall pay the Contractor the following unit rates:

| Service | Term | Rate | Unit | Annual Not to Exceed |
|--|-------------------------------|---------------------|------------------------|---|
| CTR Maintenance and Development Work | 4/16/19-4/15/20 | \$102 | Per Hour | \$204,000 |
| CTR Maintenance and Development Work | 4/16/20-4/15/21 | \$102 | Per Hour | \$204,000 |
| CTR Maintenance and Development Work | 4/16/21-4/15/22 | \$102 | Per Hour | \$204,000 |
| CTR Maintenance and Development Work | 4/16/22-4/15/23 | \$102 | Per Hour | \$204,000 |
| CTR Maintenance and Development Work | 4/16/23-4/15/24 | \$102 | Per Hour | \$204,000 |
| <u>CTR Maintenance and Development Work</u> | <u>4/16/24-4/15/25</u> | <u>\$102</u> | <u>Per Hour</u> | <u>\$204,000</u> |
| <u>CTR Maintenance and Development Work</u> | <u>4/16/25-4/15/26</u> | <u>\$102</u> | <u>Per Hour</u> | <u>\$204,000</u> |
| Total Contract NTE | | | | \$1,020,000 <u>\$1,428,000</u> |

Basis for payment will be the hours worked and serviced by the Contractor and approved by the County.

Except as modified herein, the terms of the Agreement shall remain in full force and effect.

Board of Commissioners

Request for Board Action

Item Number: 2024-108

Meeting Date: 4/9/2024

Sponsor: Social Services

Title

Grant Award from the Minnesota Department of Human Services for Transition to Community Initiative

Recommendation

1. Ratify the submittal of the grant application to the Minnesota Department of Human Services for the Transition to Community Initiative in the amount of \$60,000 for the period July 1, 2022, through June 30, 2024.
2. Approve an amendment to the agreement with the Minnesota Department of Human Services for the Transition to Community Initiative to extend the term of the agreement for the period of July 1, 2024, through June 20, 2025, and receive additional funding of \$67,500 for a total award of \$127,500.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to approve amendments to the agreement and accept subsequent awards from the Minnesota Department of Human Services for the Transition to Community Initiative.

Background and Rationale

On November 1, 2023, the Social Services Department was awarded grant funding from the Minnesota Department of Human Services (DHS) in the amount of \$60,000 to serve individuals eligible for services under the Transition to Community Initiative in accordance with Minnesota Statutes, section 256.478, subdivision 2.

The funding supports individuals leaving the state hospital who are not eligible for Medical Assistance or for whom goods, supports, and services not covered by Medical Assistance would allow them to:

- 1) live in the least restrictive setting and as independently as possible;
- 2) access services that support short- and long-term needs for developmental growth or individualized treatment needs;
- 3) build or maintain relationships with family and friends; and
- 4) participate in community life.

Ramsey County must use the funding to ensure that individuals are engaged in person-centered planning and informed choice decision-making.

During the initial period, DHS has identified eligible individuals, approved bed holds (placements), and the county receives funds to cover the cost to provide bed hold for these individuals. An amendment is needed to extend the agreement through June 30, 2025, provide funding for two additional bed hold requests, and continue serving individuals identified by DHS.

County Goals (Check those advanced by Action)

☒ Well-being ☐ Prosperity ☒ Opportunity ☐ Accountability

Racial Equity Impact

Racial/ethnic, gender, and sexual minorities often suffer from poor mental health outcomes <<https://www.psychiatry.org/psychiatrists/diversity/education/mental-health-facts>> due to multiple factors

including inaccessibility of high quality mental health care services, cultural stigma surrounding mental health care, discrimination, and overall lack of awareness about mental health. Ramsey County strives to address the systemic biases and discrimination by providing all individuals, regardless of background, with accessible and culturally competent care. Recognizing and honoring diverse cultural and linguistic needs are crucial steps for effective service delivery. The county has already supported a diverse group of individuals with this funding and will push to release bed hold funding for additional diverse individuals, demonstrating a commitment to personalized support for optimal mental well-being. The overarching goal is to promote equity and inclusion in mental health services.

Community Participation Level and Impact

None.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☒ Empower**Fiscal Impact**

Ramsey County Administrative Policy provides the county manager with authority to accept grants up to a total of \$100,000. The Social Services Department was awarded a grant on November 1, 2023, in the amount of \$60,000 to serve individuals eligible for services under the Transition to Community Initiative. This award was not brought to the Ramsey County Board of Commissioners because it was less than \$100,000. The agreement with DHS will be amended and additional funding of \$67,500 will be authorized in April 2024 for a total award of \$127,500, which will exceed the \$100,000 threshold provided in policy. Grant funds provided through the grant amendment will be used to provide services through June 30, 2025. Funding from DHS will continue to be passed through the county to vendors selected by DHS. This funding is not included in the budget.

Last Previous Action

On March 25, 2014, the Ramsey County Board approved a procedure to receive funds for the Transition to Community Initiative through the Adult Mental Health Initiative grant (Resolution B2014-108).

Attachments

1. Minnesota Department of Human Services Grant Contract No. 237251
2. Amendment No. 1 for Grant Contract No. 237251



Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Division ("STATE") and Ramsey County Social Services, an independent grantee, not an employee of the State of Minnesota, located at 160 E Kellogg Boulevard St Paul, MN 55101 ("COUNTY").

RECITALS

STATE, pursuant to [Minnesota Statutes, section 256.01, subdivision 2\(a\)\(6\) and section 256B.092, subdivision 13](#), has authority to enter into contracts for the services described in [Minnesota Statutes, section 256.478](#).

STATE, in accordance with [Minnesota Statutes, section 13.46](#), is permitted to share information with COUNTY.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective Date. This CONTRACT is effective on **July 1, 2022** or the date that STATE obtains all required signatures under [Minnesota Statutes, section 16B.98, subdivision 5](#), whichever is later.

1.2. Expiration Date. This CONTRACT is valid through **June 30, 2024** or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No Performance Before Notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per [Minn. Stat. § 16B.98, subd. 7](#), and COUNTY is notified to begin work by STATE's authorized representative.

1.4. Survival of Terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; State Audit; and Jurisdiction and Venue.

1.5. Time is of the Essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties as follows:

- 1:** Serve individuals eligible for services under the Transition to Community Initiative in accordance with [Minnesota Statutes, section 256.478, subdivision 2](#) and clause 3.1(a) of this CONTRACT. COUNTY shall serve individuals and provide services identified by COUNTY in consultation with the STATE's Transition to Community Initiative Team.
- 2:** Follow STATE's referral and approval process as described under clause 3.1(b) of this CONTRACT.
- 3:** As requested by STATE and not less often than annually, COUNTY shall submit progress reports to STATE until all grant funds have been expended and all terms in the grant contract agreement have been met. Information requested in a progress report may include, but is not limited to, goals and objectives, activities, outcomes, challenges, lessons learned, and financial information. COUNTY shall submit progress reports in a form and format determined by STATE. If STATE does not prescribe a form, COUNTY may submit progress reports in a mutually agreed upon format.

2.2 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](#), as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 4.7 of CONTRACT.

3. CONSIDERATION AND TOTAL OBLIGATION.

3.1 Consideration.

- a. Eligible expenditures for reimbursement.** COUNTY must follow the referral and approval process pursuant to clause 3.1(b) of this CONTRACT for expenditures to be considered for reimbursement. STATE has the authority to determine whether services and expenditures meet

eligibility for reimbursement pursuant to [Minnesota Statutes, section 256.478](#) and clause 4.5 of this CONTRACT.

- b. Referral and approval process.** COUNTY shall complete and submit a referral to the STATE's Transition to Community Initiative Team to request reimbursement for services and expenditures. COUNTY shall submit referrals in a form and format determined by STATE. STATE shall review the referral to determine whether request is approved. COUNTY shall participate in consultation with STATE and other stakeholders as needed and as requested by the STATE's Transition to Community Initiative Team. All expenditures must be approved by STATE pursuant to Minn. Stat. §256B.092, subd. 13. STATE shall determine the expenditure amount to be reimbursed under this CONTRACT. STATE has the authority to approve or to deny approval of any and all services and expenditures.

3.2 Total Obligation. The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **sixty thousand dollars (\$60,000)**.

4. TERMS AND CONDITIONS OF PAYMENT.

STATE shall reimburse COUNTY for expenditures that have received prior approval and have been agreed upon as a result of the referral and approval process described in clause 3.1(b). Services must be satisfactorily provided by COUNTY or third-party vendor under this CONTRACT pursuant to clause 4.3. COUNTY must compensate the third-party vendor for services rendered prior to receiving compensation from STATE for the agreed upon expenditures.

4.1 Modification of Compensation and Services. COUNTY must follow the referral and approval process described in clause 3.1(b) to request any deviations in services or reimbursement amount originally agreed upon. Including but not limited to if COUNTY wants to request reimbursement for additional or other expenditures or request reimbursement for services outside the services originally agreed upon during the referral and approval process. COUNTY must obtain prior written approval from STATE.

4.2 Invoices. Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized representative pursuant to clause 4.3. Invoices shall be submitted via the quarterly SEAGR Report (DHS-2557) and on the BRASS-Based Grant Fiscal Report (DHS-2895) specific to the grant or on a form prescribed by STATE. If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed upon format. Invoices shall be submitted according to the following schedule:

INVOICE REPORTING PERIOD:

July 1, 2022 – September 30, 2023
 October 1, 2023 – December 31, 2023
 January 1, 2024 – March 31, 2024
 April 1, 2024 – June 30, 2024

INVOICE DUE DATE:

October 31, 2023
 January 31, 2024
 April 30, 2024
 July 31, 2024

4.3 Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE as determined at the sole discretion of its authorized

representative and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory or performed in violation of federal, state or local law, ordinance, rule or regulation, if COUNTY has failed to provide grant progress reports pursuant to clause 2.1, or if the progress reports are determined to be unsatisfactory.

4.4 Payments to Subcontractors. (If applicable) Except for third-party vendors referred to in clause 4 of CONTRACT, COUNTY must pay as follows. As required by [Minn. Stat. § 16A.1245](#), COUNTY must pay all subcontractors within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s). COUNTY must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.5 Administrative Costs and Reimbursable Expenses. Pursuant to [Minn. Stat. § 16B.98, subd. 1](#), COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq. COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

4.6 Travel and Subsistence Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan, page 125, section 15](#).¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

4.7 Withholding. For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

4.8 Federal Funds. (NA) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to COUNTY. In the event of such termination, COUNTY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. An amendment must be executed any time any of the data elements listed in 2 CFR 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award.

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable;
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For Cause or Convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

6.2. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE'S receiving that notice.

6.3. Breach. Notwithstanding clause 6.1, upon STATE'S knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Jessica Vikander** or successor. Phone and email: **651-431-3012** and **jessica.vikander@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 4.2.

7.2. County. COUNTY's authorized representative is **Kathy Hedin** or successor. Phone and email: **651-266-2461** and **kathy.hedin@co.ramsey.mn.us**. If COUNTY's authorized representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Debra Trudeau** or successor. Phone and email: **651-266-3766** and **debra.trudeau@co.ramsey.mn.us**.

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The COUNTY certifies that it is in compliance with [Minn. Stat. § 176.181, subd. 2](#), pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

9. LIABILITY.

To the extent provided for in [Minn. Stat. § 466.01-466.15](#), the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

Information privacy and security shall be governed by the "Information Privacy and Security Agreement," and the "Business Associate Agreement," both entered into between DHS and Ramsey County, and executed April 20, 2015, together referred to hereinafter as "Privacy Agreements," except that the parties further agree to comply with any agreed upon amendments to those Privacy Agreements. The Privacy Agreements are incorporated by reference into this CONTRACT.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with

others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's authorized representative written notice thereof, and must promptly furnish the authorized representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

12.1. General Publicity. Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE's authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the COUNTY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the COUNTY's website when practicable.

12.2. Endorsement. COUNTY must not claim that STATE endorses its products or services.

13. OWNERSHIP OF EQUIPMENT.

The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

14.1. State Audit. Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. Independent Audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. Federal Audit Requirements and COUNTY Debarment Information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year

must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. Debarment by STATE, its Departments, Commissions, Agencies or Political

Subdivisions. COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions: <https://mn.gov/admin/osp/government/suspended-debarred/>. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

14.5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary

Exclusion – Lower Tier Covered Transactions. COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

15. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical Error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-Waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. Amendments. Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

17.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute and will incorporate the substitute provision in this CONTRACT according to clause 17.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting Party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1. Contracting and Bidding Requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

18.2. Prevailing Wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred Vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

19. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to third-party vendors, sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between STATE and COUNTY.

20. LEGAL COMPLIANCE.

20.1 General Compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

20.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #[1329](#) (Sexual Harassment Prohibited) and #[1436](#) (Harassment and Discrimination Prohibited).

20.3 Grants Management Policies. COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) [Policy 08-10](#).

20.4 Conflict of Interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM [Policy 08-01](#). COUNTY shall immediately notify STATE if a conflict of interest arises.

21. OTHER PROVISIONS

21.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

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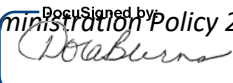
Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

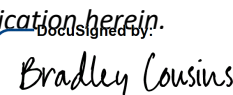
1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.

By: 
DocuSigned by: 5457B11AE8BB49D...
 Date: 9/29/2023
 Contract No: 237251

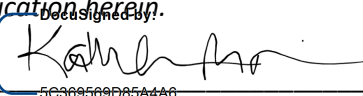
2. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: 
DocuSigned by: 0402163FC01B4EA...
 Title: Ass't Cty Att'y (as to form)
 Date: 10/2/2023

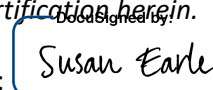
3. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

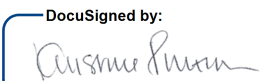
By: 
DocuSigned by: 5C369509D85A4A0...
 Title: Deputy County Manager
 Date: 10/2/2023

4. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: 
DocuSigned by: B36ED297F4A24AB...
 Title: Deputy Finance Director, Sign for County Manager
 Date: 10/31/2023

5. STATE AGENCY

By (with delegated authority): 
DocuSigned by: 904E44905FD84D3...
 Title: Deputy Assistant Commissioner
 Date: 11/1/2023

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

County

State Authorized Representative

Amendment No. 1 for Grant Contract No. 237251

| | | | |
|-------------------------------------|-----------|------------------------------|------------|
| Contract Start Date: | 7/1/2022 | Original Contract Amount: | \$60,000 |
| Original Contract Expiration Date: | 6/30/2024 | Previous Amendment(s) Total: | \$ N/A |
| Current Contract Expiration Date: | 6/30/2024 | This Amendment: | \$ 67,500 |
| Requested Contract Expiration Date: | 6/30/2025 | Total Contract Amount: | \$ 127,500 |

This amendment ("Amendment") is by and between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Human Services, Behavioral Health Division ("STATE") and Ramsey County Social Services, an independent grantee, not an employee of the State of Minnesota, located at 160 E Kellogg Boulevard St. Paul, MN 55101 ("COUNTY").

Recitals

1. STATE has a grant contract with COUNTY identified as Grant No. 237251 to enter into contracts for the services described in Minnesota Statutes, section 256.478. (Original Grant Contract);
2. The Original Grant Contract is being amended because STATE and COUNTY agree that additional time and funds are necessary for the satisfactory completion of the grant contract;
3. STATE and COUNTY agree to amend the contract as stated below:

Contract Amendment

In this Amendment, changes to Original Grant Contract language will use ~~strike through~~ for deletions and underlining for insertions.

The parties agree to the following revisions:

REVISION 1: Clause 1.2. "**Expiration Date**" is amended as follows:

1.2 Expiration Date. This CONTRACT is valid through ~~June 30, 2024~~ June 30, 2025 or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

REVISION 2: Clause 3.2. "**Total Obligation**" is amended as follows:

3.2 Total Obligation. The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed ~~sixty thousand dollars (\$60,000)~~ one hundred twenty-seven thousand five hundred dollars (\$127,500).

REVISION 3: Clause 4.2. “Invoices” is amended as follows:

4.2 Invoices. Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE’s authorized representative pursuant to clause 4.3. Invoices shall be submitted via the quarterly SEAGR Report (DHS-2557) and on the BRASS-Based Grant Fiscal Report (DHS-2895) specific to the grant or on a form prescribed by STATE. If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed upon format. Invoices shall be submitted according to the following schedule:

INVOICE REPORTING PERIOD:

July 1, 2022 – September 30, 2023
October 1, 2023 – December 31, 2023
January 1, 2024 – March 31, 2024
April 1, 2024 – June 30, 2024
July 1, 2024 – September 30, 2024
October 1, 2024 – December 31, 2024
January 1, 2025 – March 31, 2025
April 1, 2025 – June 30, 2025

INVOICE DUE DATE:

October 31, 2023
January 31, 2024
April 30, 2024
July 31, 2024
October 31, 2024
January 31, 2025
April 30, 2025
July 31, 2025

EXCEPT AS AMENDED HEREIN, THE TERMS AND CONDITIONS OF THE ORIGINAL GRANT CONTRACT AND ALL PREVIOUS AMENDMENTS REMAIN IN FULL FORCE AND EFFECT AND ARE INCORPORATED INTO THIS AMENDMENT BY REFERENCE.

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Signature page follows

APPROVED:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.

By: _____

Date: _____

Grant No: _____

2. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: _____

Title: _____

Date: _____

3. STATE AGENCY

Individual certifies the applicable provisions of Minnesota Statutes, section 16B.97, subdivision 1 and Minnesota Statutes, section 16B.98 are reaffirmed.

By (with delegated authority): _____

Title: _____

Date: _____

Board of Commissioners

Request for Board Action

Item Number: 2024-066

Meeting Date: 4/9/2024

Sponsor: Medical Examiner

Title

Single Source Agreement with National Medical Services Labs for Toxicology Services

Recommendation

1. Approve the single source agreement with National Medical Services Labs, 200 Welsh Road, Horsham, PA 19044 for toxicology testing for the period of upon execution through March 31, 2026, with an option for a two-year renewal, in the amount in accordance with the rates established in the agreement.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to agreement in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

Background and Rationale

The Medical Examiner's Office is tasked with determining cause and manner of death for Ramsey County and Washington County. Often this includes conducting toxicology testing. The Medical Examiner's Office does not have an internal toxicology lab. The Medical Examiner's Office utilizes National Medical Services Labs (NMS) for its toxicology testing. NMS Labs holds the certifications and credentials that both the National Association of Medical Examiners and International Association of Coroners and Medical Examiners require to maintain accreditation, of which, this office holds accreditations from both organizations. They are on the cutting edge of testing and are positioned better than competing labs to test for an ever-changing variety of designer drugs. The scope of their abilities to test a wide variety of both prescription and illegal drugs is always expanding. They offer over 2,500 tests many that are exclusive to NMS Labs, available at no other commercial labs. The equipment is state of the art. The staff at NMS Labs is forensically trained in both testing and testifying. Their team of experts has worked thousands of civil and criminal cases at the local, state, and federal levels. NMS Labs provides turn-around time that is exceptional and allows the Medical Examiner's Office to complete death certificates for families in a timely manner. The turn-around time also allows for expedient results for law enforcement in the case of criminal matters. The current contract for toxicology services expires March 31, 2024 (MEDEX000064). NMS will be a single source contract due to the history and integrations with Ramsey County systems and within compliance with procurement requirements.

County Goals (Check those advanced by Action)

☒ Well-being

☐ Prosperity

☒ Opportunity

☐ Accountability

Racial Equity Impact

NMS allows Ramsey County and Washington County residents who require the services of the Medical Examiner's Office to have access to accurate and timely determination of cause and manner of death. This is provided regardless of circumstances, race, financial, or social status.

Community Participation Level and Impact

There is no community engagement for this request for board action. This is to inform the public of the single source contract to ensure transparency and services provided by the Medical Examiner's Office.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

There is no anticipated fiscal impact as costs for this contract was included in the approved 2024-2025 biennial budget. The annual spend is estimated to be around \$200,000 which was budgeted by the controller.

Last Previous Action

On October 6, 2020, the Ramsey County Board approved an agreement with National Medical Services Labs for toxicology services (Resolution B2020-185).

Attachments

1. MEDEX000069
2. Single Source - Approved
3. NMS Price list 2024-2026



Ramsey County Contract Summary

Contract Number: MEDEX000069

Contractor Name: NATIONAL MEDICAL SERVICES INC.
Vendor ID: 0000030458
SBE SVN/DUNS ID/MN VA:

Department: Medical Examiner

Contract Authority/Resolution: Resolution
Resolution #: TBD

Good/Service Type: Professional Services

Contract Description: Toxicology Services

Contract Type: Max NTE

Not To Exceed Amount: \$ 800,000.00

Funding Notes (Optional):

Original Contract Begin Date: April 9, 2024
Original Contract End Date: March 31, 2026

Comments:



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Medical Examiner, 300 E University Ave, Saint Paul, MN 55130 ("County") and National Medical Services, Inc., 200 Welsh Road, Horsham, PA 19044, doing business as (DBA) NMS Labs, registered as a S Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from April 9, 2024 through March 31, 2026 and may be renewed for up to one (1) additional two year period(s).

The full term of this agreement (including renewals) is 4 year(s), 0 month(s) and 0 day(s).

1.1.1.

Contract renewals shall be made by way of a written Amendment to the original contract and signed by authorized representatives.

2. Scope of Service

The County agrees to purchase, and the Contractor agrees to furnish, services described as follows:

2.1.

Contractor shall provide postmortem toxicology testing services in accordance with the following requirements:

A. Test turnaround time: all toxicology testing will be available within 15 business days of receipt of the specimen into the laboratory.

B. Reporting:

1. Monthly utilization reports will be available.
2. Contractor's staff will enter toxicology results into a web portal designated by the County, and a paper copy of the results will be faxed to the County Medical Examiner's Office. Contractor multi factor authentication is required for access to web portal.
3. Corrected Reports will be clearly identified with header notification.
4. Reports will be clear, accurate and informative.

C. Supplies: example specimen collection and transportation instructions will be available.

D. Timely and secure transport: Contractor will provide gray top test tubes, shipping and packaging containers, and preprinted shipping forms in order for specimen transport between facilities.

E. Billing:

1. Accurate billing will be made, based upon County submission for all required and accurate information.
2. Billing discrepancies will be reviewed and resolved by the parties in a mutually agreeable manner.
3. Unique, additional, and non-routine ordered tests will be billed at a rate mutually agreed upon by both parties.

F. Customer service:

1. Contractor's staff will be available via email and phone to assist and resolve any issues that arise during normal business week hours of 7:00 a.m. – 7:00 p.m. CST Services will include facilitation of customer service complaints/issues, including follow-up investigations and documentation.
2. General Client Services (including sample and/or report facilitation and on routine service requests) and technical consultation will be available 24 x 7.
3. A formal annual Toxicology business meeting will be available, allowing clients to discuss and comment on services and their business needs.

G. Analytical quality:

1. Maintain instrumentation will be utilized for all testing performed.
2. Staffing levels are routinely evaluated to ensure optimal staffing levels, in order to meet customer needs.
3. All Toxicology reports will be finalized by Certifying Scientists; individuals with demonstrated competency for specialized testing and result reporting.
4. Chain of Evidence/Custody will be maintained throughout testing process by laboratory with records maintained by Contractor and made available if requested by the Medical Examiner.

H. Test changes and additions:

1. A laboratory client representative will notify and discuss with you any new testing, pricing, and methodology that is being considered or newly offered. If a decision is made to adopt a new test or methodology at the time of adoption, negotiations for test price will be conducted.
2. Ramsey County reserves the right, during the term of the resulting contract, to request pricing and add to the contract similar items, via written amendment, in order to accommodate inadvertent omissions, unanticipated service needs, and/or new service offerings.

I. Credentials:

The Contractor will ensure the necessary accreditations, certifications and technical staff board certifications and licensures are maintained during the entire Term of this Agreement, including lab accreditation by the American Board of Forensic Toxicology (ABFT). In the event that the required accreditations, licenses or certifications cease to be valid at any time during this period, the Contractor shall ensure all related activity ceases under this Agreement. Contractor shall simultaneously advise the County of the status of the accreditation, certification or license and status of the facility or technical staff involved.

2.2.

During the term of the contract, the County reserves the right to add similar in scope goods/services, via written amendment, to accommodate accidental omissions, unanticipated needs, or new offerings.

2.3.

The Contractor shall make every reasonable effort to provide services in a universally accessible, multi-cultural and/or multi-lingual manner to persons of diverse populations.

2.4.

The Contractor agrees to furnish the County with additional programmatic and financial information it reasonably requires for effective monitoring of services. Such information shall be furnished within a reasonable period, set by the County, upon request.

3. Schedule

The Contractor shall provide services as and if requested by the County, it being understood that the County might not purchase any services under this Agreement.

4. Cost

4.1.

The County shall pay the Contractor a not to exceed amount of \$ 800,000.00 over the life of the contract according to the agreed to rates.

4.2.

The County shall pay the Contractor the following unit rates:

A. Unit rates for tests:

| | |
|--|------------|
| 6-Monoacetylmorphine - Free (Unconjugated), Fluid: | \$264 |
| Alcohol Panel, Fluid: | \$54 |
| Alcohol Panel, Blood: | \$77 |
| Carbon Monoxide Exposure Biouptake Screen, Blood: | \$70 |
| Designer Opioids (2018 Scope), Blood: | \$333 |
| Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic): | \$77 |
| Novel Psychoactive Substances (NPS) Screen 1, Blood: | \$323 |
| Postmortem Designer Opioids Add-On, Blood: | \$177 |
| Postmortem, Basic, Blood (Forensic): | \$161 |
| Postmortem, Basic, Fluid (Forensic): | \$230 |
| Postmortem, Basic, Serum/Plasma (Forensic): | \$161 |
| Postmortem, Basic, Tissue (Forensic): | \$289 |
| Postmortem, Basic, Urine (Forensic): | \$161 |
| Postmortem, Expanded, Blood (Forensic): | \$244 |
| Postmortem, Expanded, Fluid (Forensic): | \$566 |
| Postmortem, Expanded, Serum/Plasma (Forensic): | \$244 |
| Postmortem, Expanded, Tissue (Forensic): | \$602 |
| Postmortem, Expanded, Urine (Forensic): | \$244 |
| Postmortem, Urine Screen Add-on (6-MAM Quantification only): | \$29 |
| Synthetic Cannabinoids (Add-On), Blood: | \$187 |
| Synthetic Cannabinoids Screen (2019 Scope), Blood: | \$260 |
| Other tests from Contractor's Test Catalog: | list price |

B. Specimen returns: the return of specimens is upon request from County. County will pay a \$50/specimen for returns.

C. Price escalation: prices will remain fixed for the original term of this agreement. Contractor must notify Ramsey County Medical Examiner of a price increase for the renewal period six months prior to the end of the original term. A price increase for the renewal period must not exceed 5% and will be established via written amendment.

5. Contracting for Equity

5.1. Commitment to Advancing Racial Equity

The county is committed to advancing racial equity for its residents. The commitment is captured in the county's Advancing Racial Equity policy which states that "Racial equity is achieved when race can no longer be used to predict life outcomes, and outcomes for all are improved."

Consistent with the Advancing Racial Equity policy, contractors will take all reasonable measures to advance racial equity during contract performance. Contractors will recognize and acknowledge this requires deconstructing barriers and changing systems, structures, policies and procedures. Contractors will be equitable, inclusive, transparent, respectful and impactful in serving and engaging residents. Contractors will have meaningful and authentic engagement with community and employees to strengthen the administration, development and implementation of policies and procedures to advance racial equity and ensure that all residents in need have awareness of and access to contracted services.

Please review Ramsey County's [Advancing Racial Equity policy](#) to learn more about Ramsey County's commitment to racial equity.

5.2. Non-Discrimination (In accordance with Minn. Stat. § 181.59)

Contractors will comply with the provisions of Minn. Stat. § 181.59 which require:

"Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the contractor agrees:

(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

(2) that no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

(3) that a violation of this section is a misdemeanor; and

(4) that this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract."

5.3. Equal Employment Opportunity and Civil Rights

5.3.1.

Contractors agree that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat. §144.057), creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. Contractors will furnish all information and reports required by the county or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

5.3.2.

Contractors shall comply with any applicable licensing requirements of the Minnesota Department of Human Services in employment of personnel.

5.3.3.

Contractors shall agree that no qualified individual with a disability as defined by the Americans with Disabilities Act, 42 U.S.C. §§12101-12213 or qualified handicapped person, as defined by United States Department of Health and Human Services regulations, Title 45 Part 84.3 (j) and (k) which implements Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:

5.3.3.1.

Denied access to or opportunity to participate in or receive benefits from any service offered by contractors under the terms and provisions of this agreement; nor

5.3.3.2.

Subject to discrimination in employment under any program or activity related to the services provided by contractors.

5.3.3.3.

If it is discovered that a contractor is not in compliance with applicable regulations as warranted, or if the contractor engages in any discriminatory practices, as described above, then the county may cancel said agreement as provided by the cancellation clause of this agreement.

5.4. Diverse Workforce Inclusion Resources

For information and assistance in increasing the participation of women and minorities, contractors are encouraged to access the websites below:

1. <http://www.ramseycounty.us/jobconnect>
2. <http://www.ramseycounty.us/constructionconnect>

Job Connect and the Construction Connect provide a recruiting source for employers and contractors to post job openings and source diverse candidates.

Ramsey County's Job Connect links job seekers, employers and workforce professionals together through our website, networking events and community outreach. The network includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

Employers participate in the network by posting open jobs, meeting with workforce professionals and attending hiring events. Over 200 Twin Cities community agencies, all working with job seekers, participate in the network.

Ramsey County's Construction Connect is an online and in-person network dedicated to the construction industry. Construction Connect connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Connect is a tool for contractors to help meet diversity hiring goals. Additional assistance is available through askworkforcesolutions@ramseycounty.us or by calling 651-266-9890.

6. General Contract/Agreement Terms and Conditions

6.1. Payment

6.1.1.

No payment will be made until the invoice has been approved by the County.

6.1.2.

Payments shall be made when the materials/services have been received in accordance with the provisions of the resulting contract.

6.2. Application for Payments

6.2.1.

The Contractor shall submit an invoice once a month..

6.2.2.

Invoices for any goods or services not identified in this Agreement will be disallowed.

6.2.3.

Each application for payment shall contain the order/contract number, an itemized list of goods or services furnished and dates of services provided, cost per item or service, and total invoice amount.

6.2.4.

Payment shall be made within thirty-five (35) calendar days after the date of receipt of a detailed invoice and verification of the charges. At no time will cumulative payments to the Contractor exceed the percentage of project completion, as determined by the County.

6.2.5.

Payment of interest and disputes regarding payment shall be governed by the provisions of Minnesota Statutes §471.425.

6.2.6.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is \$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

6.3. Independent Contractor

The Contractor is and shall remain an independent contractor throughout the term of this Agreement and nothing herein is intended to create, or shall be construed as creating, the relationship of partners or joint ventures between the parties or as constituting the Contractor as an employee of the County.

6.4. Successors, Subcontracting and Assignment

6.4.1.

The Contractor binds itself, its partners, successors, assigns and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

6.4.2.

The Contractor shall not assign or transfer any interest in this Agreement without prior written approval of the County and subject to such conditions and provisions as the County may deem necessary.

6.4.3.

The Contractor shall not enter into any subcontract for performance of any services under this Agreement without the prior written approval of the County. The Contractor shall be responsible for the performance of all subcontractors.

6.5. Compliance With Legal Requirements

6.5.1.

The Contractor shall comply with all applicable federal, state and local laws and the rules and regulations of any regulatory body acting thereunder and all licenses, certifications and other requirements necessary for the execution and completion of the contract.

6.5.2.

Unless otherwise provided in the agreement, the Contractor, at its own expense, shall secure and pay for all permits, fees, charges, duties, licenses, certifications, inspections, and other requirements and approvals necessary for the execution and completion of the contract, including registration to do business in Minnesota with the Secretary of State's Office.

6.6. Data Practices

6.6.1.

All data collected, created, received, maintained or disseminated for any purpose in the course of the Contractor's performance under this Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

6.6.2.

The Contractor designates Eric White as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02 Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

6.6.3.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used to access County data in the course of providing services under this Agreement. Access to County data shall be limited to those persons with a need to know for the provision of services by the Contractor. Except where client services or construction are provided, at the end of the Project all County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

6.7. Security

6.7.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published and updated by Information Services Information Security. The Policies can be made available on request.

6.7.2.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with System operations in an information system. "Privacy incident" means violation of the Minnesota Government Data Practices Act (MGDPA) and/or the HIPAA Privacy Rule (45 C.F.R. Part 164, Subpart E), including, but not limited to, improper and/or unauthorized use or disclosure of protected information, and incidents in which the confidentiality of the information maintained by it has been breached. This report must be in writing and sent to the County not more than 7 days after learning of such non-permitted use or disclosure. Such a report will at least: (1) Identify the nature of the non-permitted use or disclosure; (2) Identify the data used or disclosed; (3) Identify who made the non-permitted use or disclosure and who received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

6.7.3.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information.

6.7.4.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, technical vulnerabilities testing, and an inspection of documentation such as security test results, IT audits, and disaster recovery plans.

6.7.5.

All County data and intellectual property stored in the Contractor's system is the exclusive property of the County.

6.8. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

6.9. Contractor's Insurance

6.9.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by

anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

6.9.2.

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted. Certificates of Insurance shall be issued to the County contracting department evidencing such coverage to the County throughout the term of this Agreement.

6.9.3.

Commercial general liability of no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,000,000 personal injury and advertising liability.

6.9.3.1.

All policies shall be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Contractor will be required to provide proof of completed operations coverage for 3 years after substantial completion.

6.9.4. Workers' Compensation

Contractor certifies it is in compliance with Minnesota Statutes Ch. 176 (Workers' Compensation). The Contractor's employees, subcontractors and agents will not be considered County employees. Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota.

Required minimum limits of \$500,000/\$500,000/\$500,000. Any claims that may arise under Minnesota Statutes Ch. 176 on behalf of these employees, subcontractors or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees, subcontractors or agents are in no way the County's obligation or responsibility.

If Minnesota Statute 176.041 exempts Contractor from Workers' Compensation insurance or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If during the course of the contract the Contractor becomes eligible for Workers' Compensation, the Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the County with a certificate of insurance.

6.9.5.

An umbrella or excess liability policy over primary liability insurance coverages is an acceptable method to provide the required commercial general liability and employer's liability insurance amounts. If provided to meet coverage requirements, the umbrella or excess liability policy must follow form of underlying coverages and be so noted on the required Certificate(s) of Insurance.

6.9.6.

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on

Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

6.9.7.

If the contractor is driving on behalf of the County but not transporting clients as part of the contractor's services under this contract, a minimum of \$500,000 combined single limit auto liability, including hired, owned and non-owned.

6.9.8.

The Contractor waives all rights against Ramsey County, its officials, employees, volunteers or agents for recovery of damages to the extent these damages are covered by the general liability, worker's compensation, and employers liability, automobile liability, professional liability and umbrella liability insurance required of the Contractor under this Agreement.

6.9.9.

These are minimum insurance requirements. It is the sole responsibility of the Contractor to determine the need for and to procure additional insurance which may be needed in connection with this Agreement. Copies of policies and/or certificates of insurance shall be submitted to the County upon written request and within 10 business days.

6.9.10.

Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

6.9.11.

The Contractor shall not commence work until it has obtained the required insurance and if required by this Agreement, provided an acceptable Certificate of Insurance to the County.

6.9.12.

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable. Further, all Certificates of Insurance to evidence that insurer will provide at least ten (10) days written notice to County for cancellation due to non-payment of premium.

6.9.13.

Nothing in this Agreement shall constitute a waiver by the County of any statutory or common law immunities, defenses, limits, or exceptions on liability.

6.10. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement.

6.11. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices

shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

Tiffany Krob, 300 E University Ave, Saint Paul, MN 55130

Contractor:

Greg Schuh, 200 Welsh Road, Horsham, PA 19044

6.12. Non-Conforming Services

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

6.13. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor. The County may withhold any payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from the Contractor is determined.

6.14. Conflict of Interest

The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this subparagraph shall be deemed a material breach of this Agreement.

6.15. Respectful Workplace and Violence Prevention

The Contractor shall make all reasonable efforts to ensure that the Contractor's employees, officers, agents, and subcontractors do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Respectful Workplace and Violence Prevention Policy, is defined as words and actions that hurt or attempt to threaten or hurt people; it is any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority, where the impact is to cause pain, fear or injury.

6.16. Force Majeure

Neither party shall be liable for any loss or damage incurred by the other party as a result of events outside the control of the party ("Force Majeure Events") including, but not limited to: war, storms, flooding, fires, strikes, legal acts of public authorities, or acts of government in time of war or national emergency.

6.17. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if

the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

6.18. Termination

6.18.1.

The County may immediately terminate this Agreement if any proceeding or other action is filed by or against the Contractor seeking reorganization, liquidation, dissolution, or insolvency of the Contractor under any law relating to bankruptcy, insolvency or relief of debtors. The Contractor shall notify the County upon the commencement of such proceedings or other action.

6.18.2.

If the Contractor violates any material terms or conditions of this Agreement the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within the seven (7) day cure period, this Agreement shall terminate upon expiration of the cure period.

6.18.3.

The County may terminate this Agreement without cause upon giving at least thirty (30) calendar days written notice thereof to the Contractor. In such event, the Contractor shall be entitled to receive compensation for services provided in compliance with the provisions of this Agreement, up to and including the effective date of termination.

6.19. Interpretation of Agreement; Venue

6.19.1.

The Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.

6.19.2.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

6.20. Warranty

The Contractor warrants that it has the legal right to provide the goods and services identified in this Agreement and further warrants that the goods and services provided shall be in compliance with the provisions of this Agreement.

6.21. Infringement

6.21.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the

County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

6.21.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such injunction imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

6.22. Debarment and Suspension

Ramsey County has enacted Ordinance 2013-330 [Ramsey County Debarment Ordinance](#) that prohibits the County from contracting with contractors who have been debarred or suspended by the State of Minnesota and/or Ramsey County.

6.23. Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and signed by both parties.

6.24. Entire Agreement

The written Agreement, including all attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations or contracts, either written or oral. No subsequent agreement between the County and the Contractor to waive or alter any of the provisions of this Agreement shall be valid unless made in the form of a written Amendment to this Agreement signed by authorized representatives of the parties.

July 12, 2023

Ramsey County Medical Examiner
 Attn: Dr. Kelly Mills, Chief Medical Examiner
 300 University Ave. East
 Saint Paul, MN 55130

Dear Dr. Mills:

Thank you for your continued support of NMS Labs for your testing needs. Based upon the projected volumes, NMS can offer the Ramsey County Medical Examiner discounted pricing on our services. The following tests will be discounted from NMS Labs Current List Price Fee Schedule. The discounts offered are based upon testing volume listed below.

Client ID(s): 10061

Price Code Number: RCME

Pricing Effective Date: 4/1/2024

Pricing Expiration Date: 3/31/2026

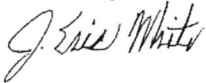
| Test | Test Name | Projected Volume | Current List Price | Discount Price |
|--------|--|------------------|--------------------|----------------|
| 8665FL | 6-Monoacetylmorphine - Free (Unconjugated), Fluid | | \$303 | \$264 |
| 0170B | Alcohol Panel, Blood | 167 | \$87 | \$77 |
| 0170FL | Alcohol Panel, Fluid | | \$152 | \$54 |
| 0175B | Alcohol, Blood (Forensic) | 1 | \$128 | \$117 |
| 1002B | Carbon Monoxide Exposure Biouptake Screen, Blood | 27 | \$87 | \$70 |
| 1480B | Designer Opioids, Blood | | \$343 | \$333 |
| 1919FL | Electrolytes and Glucose Panel (Vitreous), Fluid (Forensic) | | \$104 | \$77 |
| 8756B | Novel Psychoactive Substances (NPS) Screen 1, Blood | | \$340 | \$323 |
| 8155B | Postmortem Designer Opioids Add-On, Blood (Forensic) | 2 | \$193 | \$177 |
| 8051B | Postmortem, Basic, Blood (Forensic) | 615 | \$266 | \$161 |
| 8051FL | Postmortem, Basic, Fluid (Forensic) | | \$406 | \$230 |
| 8051SP | Postmortem, Basic, Serum/Plasma (Forensic) | | \$266 | \$161 |
| 8051TI | Postmortem, Basic, Tissue (Forensic) | 32 | \$476 | \$289 |
| 8051U | Postmortem, Basic, Urine (Forensic) | | \$266 | \$161 |
| 8052B | Postmortem, Expanded, Blood (Forensic) | 288 | \$393.00 | \$244 |
| 8052FL | Postmortem, Expanded, Fluid (Forensic) | | \$646 | \$566 |
| 8052SP | Postmortem, Expanded, Serum/Plasma (Forensic) | 1 | \$393 | \$244 |
| 8052TI | Postmortem, Expanded, Tissue (Forensic) | 9 | \$714 | \$602 |
| 8052U | Postmortem, Expanded, Urine (Forensic) | | \$393 | \$244 |
| 8050U | Postmortem, Urine Screen Add-on (6-MAM Quantification only) (Forensic) | | \$36 | \$29 |
| 9566B | Synthetic Cannabinoids Screen (Add-On), Blood | | \$187 | \$187 |
| 9560B | Synthetic Cannabinoids Screen, Blood | | \$260.00 | \$260 |

All other testing ordered during this effective period will be billed at the fees referenced in the NMS Prevailing Fee Schedule which changes every January 1st. Prepaid Federal Express air bills will be provided for shipping samples to NMS Labs for testing via Standard Overnight delivery service. All samples will be retained for a period of twelve (12) months from the date of the final report. Samples will then be discarded after the retention period unless notified by your office in writing with alternate instructions regarding the disposition of the specimens. NMS Labs works diligently to maintain our discounted prices and will evaluate the pricing for this group in 24 months for any necessary pricing increases.

Your account will be invoiced monthly for all services completed during the preceding month e.g. – the invoice for testing completed in July would be received in early August. Normal payment terms are net 30 days upon receipt of each invoice.

NMS Labs looks forward to our continued partnership with the Ramsey County Medical Examiner.

Sincerely,



Eric White
Sr. Territory Manager/North Central
215-205-1359
CC: D365 Data Base

****Exceeds Contract Value Authority****

Definitions

Single Source: A direct purchase of professional or client services from one particular contractor even though other competitive sources may be available. Having a contractor provide additional services based on the experience and knowledge they have gained, along with their unique talents, allows the county to advance important county initiatives while saving the county time and money.

Sole Source: A situation created due to the inability to obtain competition. May result because only one contractor possesses the unique ability or capability to meet the particular requirements of the solicitation.

Department Section

Department: MEDEX
Requisition ID: 0000010636
Requestor: TIFFANY KROB
Date: November 20, 2023
Procurement Description: Laboratory Services
Contractor Name: National Medical Services
Contract Term (including renewals): 4 years
Anticipated Contract Value (including renewals): 800,000.00

1.

Is this a single or sole source request?

Single Source

2.

Select the good or service category:

Professional Services

3.

Will the purchase be made using grant, state and/or federal funding? No

4.

Describe in detail how this procurement meets either the single source or sole source definition:

National Medical Services (NMS) is a nationally recognized and certified laboratory with unique qualifications. NMS Labs is the leading provider of postmortem toxicology testing services. They are the only lab listed on the American Board of Forensic Toxicology's (ABFT) website as being accredited by both the ABFT and the ANSI National Accreditation Board (ANAB) – see https://www.abft.org/index.php?option=com_content&view=article&id=55&Itemid=64. They are on the cutting edge of testing and are positioned better than competing labs to test for an ever-changing variety of designer drugs. The scope of their abilities to test a wide variety of both prescription and illegal drugs is always expanding. They offer over 2,500 tests that are exclusive to NMS labs, available at no other commercial labs (https://www.nmslabs.com/tests?name=a&name_op=starts). The equipment is state of the art. The staff at NMS is forensically trained in both testing and testifying.

Their team of experts has worked thousands of civil and criminal cases at the local, state, and federal levels (<https://www.nmslabs.com/expert-services>). NMS provides turn-around time that is exceptional and allows us to complete death certificates for families in a timely manner. The turn-around time also allows for expedient results for law enforcement in the case of criminal matters. NMS is used by the 3 metro medical examiner's offices.

5.

What other contractors and/or goods or services did you consider before you arrived at your conclusion? List all findings.

We have used Regions Hospital toxicology lab in the past. They no longer hold a forensic certification or employ a board-certified forensic toxicologist. Medtox Laboratories will no longer test postmortem blood. HCMC only tests 64 drugs.

6.

List previous solicitations and/or contracts for these goods or services:

National Medical Services, Regions Hospital, Medtox Laboratories, Hennepin County Medical Center

7.

Explain how the contractor's cost is fair and reasonable.

NMS offers a discounted rate to the RC Medical Examiner due to the amount of tests that we run. Many of the tests are being offered at a considerable reduction. NMS is offering prices that are specifically catered to the needs of the RC Medical Examiner office.

8.

Are there any conflict of interest that you are aware of related to this proposed acquisition? No

9.

Single Source - Obtain any documentation stating the work to be performed, proposal, quote/invoice. Documentation may be attached and forwarded to the Procurement Specialist.

10.

Yes, I certify that, to the best of my knowledge, there is no conflict of interest or collusion with the recommended contractor. The above information is true and accurate and that no other material fact or consideration offered or given has influenced this recommendation for a single or sole source purchase.

Name: TIFFANY KROB

Date: November 20, 2023

Procurement Specialist Section

1. Is there a State Master contract available to CPV members for this purchase? ☐ Yes ☒ No

2. If yes, did the Department consider using the State Master contract? ☐ Yes ☐ No ☒ N/A

3. Is this a single source or sole source purchase?

☐ No Provide information about other available sources for the requested good or service (e.g., Master Agreement, names of contractors) and a solicitation recommendation.

☒ Yes State justification for single source or sole source classification:

This request meets the definition of a single source because having a National Medical Services provide additional services based on the experience and knowledge they have gained, along with their unique talents, allows the county to advance important county initiatives while saving the county time and money.

National Medical Services is the only accredited lab that offers over 2,500 tests that are exclusive to NMS labs and are not available at any other commercial labs. While we have used Regions Hospital toxicology lab in the past, they no longer hold a forensic certification or employ a board-certified forensic toxicologist. Medtox Laboratories will no longer test postmortem blood, and Hennepin County Medical Center only tests 64 drugs. National Medical Services is thus the only lab that possesses the expertise and ability to meet the department's needs.

The solicitation was performed in accordance with the County's documents procurement policies and procedures. There is no conflict of interest. I concur with the Single Source request.

☒ Yes I certify that, to the best of my knowledge, there is no conflict of interest or collusion with the recommended contractor. The above information is true and accurate and that no other material fact or consideration offered or given has influenced this recommendation for a single or sole source purchase.

Name: Steven Kensinger
Title: Senior Procurement Specialist
Date: November 30, 2023

July 12, 2023

Ramsey County Medical Examiner
 Attn: Dr. Kelly Mills, Chief Medical Examiner
 300 University Ave. East
 Saint Paul, MN 55130

Dear Dr. Mills:

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Client ID(s): 10061

Price Code Number: RCME

Pricing Effective Date: 4/1/2024

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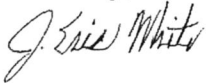
| Test | Test Name | Projected Volume | Current List Price | Discount Price |
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| 1002B | Carbon Monoxide Exposure Biouptake Screen, Blood | 27 | \$87 | \$70 |
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NMS Labs looks forward to our continued partnership with the Ramsey County Medical Examiner.

Sincerely,



Eric White
Sr. Territory Manager/North Central
215-205-1359
CC: D365 Data Base



Minnesota Department of Human Services County Grant Contract

This Grant Contract, and all amendments and supplements to the contract ("CONTRACT"), is between the State of Minnesota, acting through its Department of Human Services, Behavioral Health Division ("STATE") and Ramsey County Social Services, an independent grantee, not an employee of the State of Minnesota, located at 160 E Kellogg Boulevard St Paul, MN 55101 ("COUNTY").

RECITALS

STATE, pursuant to [Minnesota Statutes, section 256.01, subdivision 2\(a\)\(6\) and section 256B.092, subdivision 13](#), has authority to enter into contracts for the services described in [Minnesota Statutes, section 256.478](#).

STATE, in accordance with [Minnesota Statutes, section 13.46](#), is permitted to share information with COUNTY.

COUNTY represents that it is duly qualified and willing to perform the services set forth in this CONTRACT to the satisfaction of STATE.

THEREFORE, the parties agree as follows:

CONTRACT

1. CONTRACT TERM AND SURVIVAL OF TERMS.

1.1. Effective Date. This CONTRACT is effective on **July 1, 2022** or the date that STATE obtains all required signatures under [Minnesota Statutes, section 16B.98, subdivision 5](#), whichever is later.

1.2. Expiration Date. This CONTRACT is valid through **June 30, 2024** or until all obligations set forth in this CONTRACT have been satisfactorily fulfilled, whichever occurs first.

1.3. No Performance Before Notification by STATE. COUNTY may not begin work under this CONTRACT, nor will any payments or reimbursements be made, until all required signatures have been obtained per [Minn. Stat. § 16B.98, subd. 7](#), and COUNTY is notified to begin work by STATE's authorized representative.

1.4. Survival of Terms. COUNTY shall have a continuing obligation after the expiration of CONTRACT to comply with the following provisions of CONTRACT: Liability; Information Privacy and Security; Intellectual Property Rights; State Audit; and Jurisdiction and Venue.

1.5. Time is of the Essence. COUNTY will perform its duties within the time limits established in CONTRACT unless it receives written approval from STATE. In performance of CONTRACT, time is of the essence.

2. COUNTY'S DUTIES.

2.1 Duties. COUNTY shall perform duties as follows:

- 1:** Serve individuals eligible for services under the Transition to Community Initiative in accordance with [Minnesota Statutes, section 256.478, subdivision 2](#) and clause 3.1(a) of this CONTRACT. COUNTY shall serve individuals and provide services identified by COUNTY in consultation with the STATE's Transition to Community Initiative Team.
- 2:** Follow STATE's referral and approval process as described under clause 3.1(b) of this CONTRACT.
- 3:** As requested by STATE and not less often than annually, COUNTY shall submit progress reports to STATE until all grant funds have been expended and all terms in the grant contract agreement have been met. Information requested in a progress report may include, but is not limited to, goals and objectives, activities, outcomes, challenges, lessons learned, and financial information. COUNTY shall submit progress reports in a form and format determined by STATE. If STATE does not prescribe a form, COUNTY may submit progress reports in a mutually agreed upon format.

2.2 Accessibility. Any information systems, tools, content, and work products produced under this CONTRACT, including but not limited to software applications, web sites, video, learning modules, webinars, presentations, etc., whether commercial, off-the-shelf (COTS) or custom, purchased or developed, must comply with the [State of Minnesota Accessibility Standard](#), as updated on June 14, 2018. This standard requires, in part, compliance with the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D.

Information technology deliverables and services offered must comply with the MN.IT Services Accessibility Standards and any documents, reports, communications, etc. contained in an electronic format that COUNTY delivers to or disseminates for the STATE must be accessible. (The relevant requirements are contained under the "Standards" tab at the link above.) Information technology deliverables or services that do not meet the required number of standards or the specific standards required may be rejected and STATE may withhold payment pursuant to clause 4.7 of CONTRACT.

3. CONSIDERATION AND TOTAL OBLIGATION.

3.1 Consideration.

- a. Eligible expenditures for reimbursement.** COUNTY must follow the referral and approval process pursuant to clause 3.1(b) of this CONTRACT for expenditures to be considered for reimbursement. STATE has the authority to determine whether services and expenditures meet

eligibility for reimbursement pursuant to [Minnesota Statutes, section 256.478](#) and clause 4.5 of this CONTRACT.

- b. Referral and approval process.** COUNTY shall complete and submit a referral to the STATE's Transition to Community Initiative Team to request reimbursement for services and expenditures. COUNTY shall submit referrals in a form and format determined by STATE. STATE shall review the referral to determine whether request is approved. COUNTY shall participate in consultation with STATE and other stakeholders as needed and as requested by the STATE's Transition to Community Initiative Team. All expenditures must be approved by STATE pursuant to Minn. Stat. §256B.092, subd. 13. STATE shall determine the expenditure amount to be reimbursed under this CONTRACT. STATE has the authority to approve or to deny approval of any and all services and expenditures.

3.2 Total Obligation. The total obligation of STATE for all compensation and reimbursements to COUNTY shall not exceed **sixty thousand dollars (\$60,000)**.

4. TERMS AND CONDITIONS OF PAYMENT.

STATE shall reimburse COUNTY for expenditures that have received prior approval and have been agreed upon as a result of the referral and approval process described in clause 3.1(b). Services must be satisfactorily provided by COUNTY or third-party vendor under this CONTRACT pursuant to clause 4.3. COUNTY must compensate the third-party vendor for services rendered prior to receiving compensation from STATE for the agreed upon expenditures.

4.1 Modification of Compensation and Services. COUNTY must follow the referral and approval process described in clause 3.1(b) to request any deviations in services or reimbursement amount originally agreed upon. Including but not limited to if COUNTY wants to request reimbursement for additional or other expenditures or request reimbursement for services outside the services originally agreed upon during the referral and approval process. COUNTY must obtain prior written approval from STATE.

4.2 Invoices. Payments shall be made by STATE promptly after COUNTY submits an invoice for services performed and the services have been determined acceptable by STATE's authorized representative pursuant to clause 4.3. Invoices shall be submitted via the quarterly SEAGR Report (DHS-2557) and on the BRASS-Based Grant Fiscal Report (DHS-2895) specific to the grant or on a form prescribed by STATE. If STATE does not prescribe a form, COUNTY may submit invoices in a mutually agreed upon format. Invoices shall be submitted according to the following schedule:

INVOICE REPORTING PERIOD:

July 1, 2022 – September 30, 2023
 October 1, 2023 – December 31, 2023
 January 1, 2024 – March 31, 2024
 April 1, 2024 – June 30, 2024

INVOICE DUE DATE:

October 31, 2023
 January 31, 2024
 April 30, 2024
 July 31, 2024

4.3 Satisfaction of STATE. All services provided by COUNTY pursuant to this CONTRACT shall be performed to the satisfaction of STATE as determined at the sole discretion of its authorized

representative and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. COUNTY shall not receive payment for work found by STATE to be unsatisfactory or performed in violation of federal, state or local law, ordinance, rule or regulation, if COUNTY has failed to provide grant progress reports pursuant to clause 2.1, or if the progress reports are determined to be unsatisfactory.

4.4 Payments to Subcontractors. (If applicable) Except for third-party vendors referred to in clause 4 of CONTRACT, COUNTY must pay as follows. As required by [Minn. Stat. § 16A.1245](#), COUNTY must pay all subcontractors within ten (10) calendar days of COUNTY's receipt of payment from STATE for undisputed services provided by the subcontractor(s). COUNTY must pay interest at the rate of 1-1/2 percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

4.5 Administrative Costs and Reimbursable Expenses. Pursuant to [Minn. Stat. § 16B.98, subd. 1](#), COUNTY agrees to minimize administrative costs as a condition of this grant. COUNTY shall ensure that costs claimed for reimbursement shall be actual costs, to be determined in accordance with 2 C.F.R. § 200.0 et seq. COUNTY shall not invoice STATE for services that are reimbursable via a public or private health insurance plan. If COUNTY receives funds from a source other than STATE in exchange for services, then COUNTY may not receive payment from STATE for those same services. COUNTY shall seek reimbursement from all sources before seeking reimbursement pursuant to CONTRACT.

4.6 Travel and Subsistence Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred as a result of COUNTY's performance under this CONTRACT shall be no greater an amount than provided in the most current Commissioner's Plan (which is incorporated by reference), promulgated by the Commissioner of Minnesota Management and Budget as specified in the [Commissioner's Plan, page 125, section 15](#).¹ COUNTY shall not be reimbursed for travel and subsistence expenses incurred outside the geographical boundaries of Minnesota unless it has received prior written approval from STATE. Minnesota shall be considered the home state for determining whether travel is out of state.

4.7 Withholding. For compensation payable under this CONTRACT, which is subject to withholding under state or federal law, appropriate amounts will be deducted and withheld by STATE as required.

4.8 Federal Funds. (NA) Payments are to be made from federal funds. If at any time such funds become unavailable, this CONTRACT shall be terminated immediately upon written notice of such fact by STATE to COUNTY. In the event of such termination, COUNTY shall be entitled to payment, determined on a pro rata basis, for services satisfactorily performed. An amendment must be executed any time any of the data elements listed in 2 CFR 200.332 and this clause, including the Assistance Listing number, are changed, such as additional funds from the same federal award or additional funds from a different federal award.

¹ <https://mn.gov/mmb/employee-relations/labor-relations/labor/commissioners-plan.jsp>

5. PAYMENT RECOUPMENT.

COUNTY must reimburse STATE upon demand or STATE may deduct from future payments under this CONTRACT or future CONTRACTS the following:

- a. Any amounts received by COUNTY from STATE for contract services that have been inaccurately reported or are found to be unsubstantiated;
- b. Any amounts paid by COUNTY to a subcontractor not authorized in writing by STATE;
- c. Any amount paid by STATE for services which either duplicate services covered by other specific grants or contracts, or amounts determined by STATE as non-allowable;
- d. Any amounts paid by STATE for which COUNTY'S books, records and other documents are not sufficient to clearly substantiate that those amounts were used by COUNTY to perform contract services, in accordance with clause 2, COUNTY'S Duties; and/or
- e. Any amount identified as a financial audit exception.

6. CANCELLATION.

6.1. For Cause or Convenience. In accord with Minn. Stat. § 16B.04, subd. 2, the Commissioner of Administration has independent authority to cancel this CONTRACT. CONTRACT may be canceled by STATE or COUNTY at any time, with or without cause, upon thirty (30) days written notice to the other party. The thirty (30) day notice may be waived, in writing, by the party receiving notice. In the event of such a cancellation, COUNTY shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed. STATE has the right to suspend or terminate this CONTRACT immediately when STATE deems the health or welfare of the service recipients is endangered, when STATE has reasonable cause to believe that COUNTY has breached a material term of the CONTRACT, or when COUNTY's non-compliance with the terms of the CONTRACT may jeopardize federal financial participation.

6.2. Insufficient funds. STATE may immediately terminate this CONTRACT if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written notice to COUNTY. STATE is not obligated to pay for any services that are provided after the effective date of termination. COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. STATE will not be assessed any penalty if the CONTRACT is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. STATE must provide COUNTY notice of the lack of funding within a reasonable time of STATE'S receiving that notice.

6.3. Breach. Notwithstanding clause 6.1, upon STATE'S knowledge of a curable material breach of the CONTRACT by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this CONTRACT and STATE may cancel the CONTRACT immediately thereafter. If COUNTY has breached a material term of this CONTRACT and cure is not possible, STATE may immediately terminate this CONTRACT.

7. AUTHORIZED REPRESENTATIVES, RESPONSIBLE AUTHORITY, and PROJECT MANAGER.

7.1. State. STATE's authorized representative for the purposes of administration of this CONTRACT is **Jessica Vikander** or successor. Phone and email: **651-431-3012** and **jessica.vikander@state.mn.us**. This representative shall have final authority for acceptance of COUNTY's services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 4.2.

7.2. County. COUNTY's authorized representative is **Kathy Hedin** or successor. Phone and email: **651-266-2461** and **kathy.hedin@co.ramsey.mn.us**. If COUNTY's authorized representative changes at any time during this CONTRACT, COUNTY must immediately notify STATE.

7.3. Information Privacy and Security. (If applicable) COUNTY's responsible authority for the purposes of complying with data privacy and security for this CONTRACT is **Debra Trudeau** or successor. Phone and email: **651-266-3766** and **debra.trudeau@co.ramsey.mn.us**.

8. INSURANCE REQUIREMENTS.

8.1. Worker's Compensation. The COUNTY certifies that it is in compliance with [Minn. Stat. § 176.181, subd. 2](#), pertaining to workers' compensation insurance coverage. The COUNTY'S employees and agents will not be considered employees of the STATE. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way the STATE'S obligation or responsibility.

9. LIABILITY.

To the extent provided for in [Minn. Stat. § 466.01-466.15](#), the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant contract by COUNTY or COUNTY'S agents or employees. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE'S failure to fulfill its obligations pursuant to this grant.

10. INFORMATION PRIVACY AND SECURITY.

Information privacy and security shall be governed by the "Information Privacy and Security Agreement," and the "Business Associate Agreement," both entered into between DHS and Ramsey County, and executed April 20, 2015, together referred to hereinafter as "Privacy Agreements," except that the parties further agree to comply with any agreed upon amendments to those Privacy Agreements. The Privacy Agreements are incorporated by reference into this CONTRACT.

11. INTELLECTUAL PROPERTY RIGHTS.

11.1. Definitions. Works means all inventions, improvements, discoveries (whether or not patentable or copyrightable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by COUNTY, its employees, agents, and subcontractors, either individually or jointly with

others in the performance of the CONTRACT. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by COUNTY, its employees, agents, or subcontractors, in the performance of this CONTRACT.

11.2. Ownership. STATE owns all rights, title, and interest in all of the intellectual property, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this CONTRACT. The Works and Documents will be the exclusive property of STATE and all such Works and Documents must be immediately returned to STATE by COUNTY upon completion or cancellation of this CONTRACT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." If using STATE data, COUNTY must cite the data, or make clear by referencing that STATE is the source.

11.3. Responsibilities.

- a. Notification.** Whenever any Works or Documents (whether or not patentable) are made or conceived for the first time or actually or constructively reduced to practice by COUNTY, including its employees and subcontractors, and are created and paid for under this CONTRACT, COUNTY will immediately give STATE's authorized representative written notice thereof, and must promptly furnish the authorized representative with complete information and/or disclosure thereon. COUNTY will assign all right, title, and interest it may have in the Works and the Documents to STATE.
- b. Filing and recording of ownership interests.** COUNTY must, at the request of STATE, execute all papers and perform all other acts necessary to transfer or record STATE's ownership interest in the Works and Documents created and paid for under this CONTRACT. COUNTY must perform all acts and take all steps necessary to ensure that all intellectual property rights in these Works and Documents are the sole property of STATE, and that neither COUNTY nor its employees, agents, or subcontractors retain any interest in and to these Works and Documents.
- c. Duty not to infringe on intellectual property rights of others.** COUNTY represents and warrants that the Works and Documents created and paid for under this CONTRACT do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 9, COUNTY will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless STATE, at COUNTY's expense, from any action or claim brought against STATE to the extent that it is based on a claim that all or part of these Works or Documents infringe upon the intellectual property rights of others. COUNTY will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney's fees. If such a claim or action arises, or in COUNTY's or STATE's opinion is likely to arise, COUNTY must, at STATE's discretion, either procure for STATE the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of STATE will be in addition to and not exclusive of other remedies provided by law.

- d. Federal license granted.** If federal funds are used in the payment of this CONTRACT, pursuant to 45 C.F.R. § 75.322, the U.S. Department of Health and Human Services is granted a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.

12. PUBLICITY.

12.1. General Publicity. Any publicity regarding the subject matter of this CONTRACT must identify STATE as the sponsoring agency and must not be released without prior written approval from the STATE's authorized representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, websites, social media, and similar public notices prepared by or for the COUNTY individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this CONTRACT. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the COUNTY's website when practicable.

12.2. Endorsement. COUNTY must not claim that STATE endorses its products or services.

13. OWNERSHIP OF EQUIPMENT.

The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to STATE or to an eligible non-STATE party named by the STATE. If federal funds are granted by the STATE, then disposition of all equipment purchased under this grant contract shall be in accordance with OMB Uniform Grant Guidance, 2 C.F.R. § 200.313. For all equipment having a current per unit fair market value of \$5,000 or more, STATE shall have the right to require transfer of the equipment (including title) to the Federal Government. These rights will normally be exercised by STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

14. AUDIT REQUIREMENTS AND COUNTY DEBARMENT INFORMATION.

14.1. State Audit. Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the COUNTY or other party that are relevant to the CONTRACT are subject to examination by STATE and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years from the CONTRACT end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

14.2. Independent Audit. If COUNTY conducts or undergoes an independent audit during the term of this CONTRACT that is relevant to this CONTRACT, notice of the relevant audit must be provided to STATE within thirty (30) days of the audit's completion and a copy provided, if requested.

14.3. Federal Audit Requirements and COUNTY Debarment Information. COUNTY certifies it will comply with 2 C.F.R § 200.501 et seq., as applicable. To the extent federal funds are used for this CONTRACT, COUNTY acknowledges that COUNTY and STATE shall comply with the requirements of 2 C.F.R. § 200.331. Non-Federal entities receiving \$750,000 or more of federal funding in a fiscal year

must obtain a single or program-specific audit conducted for that year in accordance with 2 C.F.R. § 200.501. Failure to comply with these requirements could result in forfeiture of federal funds.

14.4. Debarment by STATE, its Departments, Commissions, Agencies or Political

Subdivisions. COUNTY certifies that neither it nor its principles are presently debarred or suspended by the State of Minnesota, or any of its departments, commissions, agencies, or political subdivisions: <https://mn.gov/admin/osp/government/suspended-debarred/>. COUNTY's certification is a material representation upon which the CONTRACT award was based. COUNTY shall provide immediate written notice to STATE's authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

14.5. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary

Exclusion – Lower Tier Covered Transactions. COUNTY's certification is a material representation upon which CONTRACT award was based. Federal money will be used or may potentially be used to pay for all or part of the work under CONTRACT, therefore COUNTY must certify the following, as required by 2 C.F.R. § 180, or its regulatory equivalent.

a. Instructions for Certification

1. By signing and submitting this CONTRACT, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this CONTRACT is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages sections of rules implementing Executive Order 12549. You may contact the person to which this CONTRACT is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this CONTRACT that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R. part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

b. Lower Tier Covered Transactions.

1. The prospective lower tier participant certifies, by submission of this CONTRACT, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this CONTRACT.

15. JURISDICTION AND VENUE.

This CONTRACT, and amendments and supplements, are governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this CONTRACT, or breach of the CONTRACT, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

16. CLERICAL ERRORS AND NON-WAIVER.

16.1. Clerical Error. Notwithstanding Clause 17.1, STATE reserves the right to unilaterally fix clerical errors contained in the CONTRACT without executing an amendment. COUNTY will be informed of errors that have been fixed pursuant to this paragraph.

16.2. Non-Waiver. If STATE fails to enforce any provision of this CONTRACT, that failure does not waive the provision or STATE's right to enforce it.

17. AMENDMENT, ASSIGNMENT, SEVERABILITY, ENTIRE AGREEMENT, AND DRAFTING PARTY.

17.1. Amendments. Any amendments to this CONTRACT shall be in writing and shall be executed by the same parties who executed the original CONTRACT, or their successors in office.

17.2. Assignment. COUNTY shall neither assign nor transfer any rights or obligations under this CONTRACT without the prior written consent of STATE.

17.3. Entire Agreement.

- a. If any provision of this CONTRACT is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining terms and provisions of this CONTRACT shall not in any way be affected or impaired. The parties will attempt in good faith to agree upon a valid and enforceable provision that is a reasonable substitute and will incorporate the substitute provision in this CONTRACT according to clause 17.1.
- b. This CONTRACT contains all negotiations and agreements between STATE and COUNTY. No other understanding regarding this CONTRACT, whether written or oral may be used to bind either party.

17.4. Drafting Party. The parties agree that each party individually has had an opportunity to review with a legal representative, negotiate and draft this CONTRACT, and that, in the event of a dispute, the CONTRACT shall not be construed against either party.

18. PROCURING GOODS AND CONTRACTED SERVICES.

18.1. Contracting and Bidding Requirements. COUNTY certifies that it shall comply with Minn. Stat. § 471.345.

18.2. Prevailing Wage. For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44; consequently, the bid request must state the project is subject to *prevailing wage*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. Vendors should submit a prevailing wage form along with their bids.

18.3 Debarred Vendors. In the provision of goods or services under this CONTRACT, COUNTY must not contract with vendors who are suspended or debarred in Minnesota or under federal law. Before entering into a subcontract, COUNTY must check if vendors are suspended or debarred by referencing the Minnesota Department of Administration's [Suspended/Debarred Vendor Report](#). A link to vendors debarred by Federal agencies is provided at the bottom of the web page.

19. SUBCONTRACTS.

COUNTY, as an awardee organization, is legally and financially responsible for all aspects of this award that are subcontracted, including funds provided to third-party vendors, sub-recipients and subcontractors, in accordance with 45 C.F.R. §§ 75.351-75.352. COUNTY shall ensure that the material obligations, borne by the COUNTY in this CONTRACT, apply as between COUNTY and subrecipients, in all subcontracts, to the same extent that the material obligations apply as between STATE and COUNTY.

20. LEGAL COMPLIANCE.

20.1 General Compliance. All performance under this CONTRACT must be in compliance with state and federal law and regulations, and local ordinances. Allegations that STATE deems reasonable, in its sole discretion, of violations of state or federal law or regulations, or of local ordinances, may result in CONTRACT cancellation or termination and/or reporting to local authorities by STATE.

20.2 Nondiscrimination. COUNTY will not discriminate against any person on the basis of the person's race, color, creed, religion, national origin, sex, marital status, gender identity, disability, public assistance status, sexual orientation, age, familial status, membership or activity in a local commission, or status as a member of the uniformed services. COUNTY must refrain from such discrimination as a matter of its contract with STATE. "Person" includes, without limitation, a STATE employee, COUNTY's employee, a program participant, and a member of the public. "Discriminate" means, without limitation, to fail or refuse to hire, discharge, or otherwise discriminate against any person with respect to the compensation, terms, conditions, or privileges of employment, or; exclude from participation in, deny the benefits of, or subject to discrimination under any COUNTY program or activity.

COUNTY will ensure that all of its employees and agents comply with Minnesota Management and Budget Policy #[1329](#) (Sexual Harassment Prohibited) and #[1436](#) (Harassment and Discrimination Prohibited).

20.3 Grants Management Policies. COUNTY must comply with required [Grants Management Policies and procedures](#) as specified in Minn. Stat. § 16B.97, subd. 4(a)(1). Compliance under this paragraph includes, but is not limited to, participating in monitoring and financial reconciliation as required by Office of Grants Management (OGM) [Policy 08-10](#).

20.4 Conflict of Interest. COUNTY certifies that it does not have any conflicts of interest related to this CONTRACT, as defined by OGM [Policy 08-01](#). COUNTY shall immediately notify STATE if a conflict of interest arises.

21. OTHER PROVISIONS

21.1. No Religious Based Counseling. COUNTY agrees that no religious based counseling shall take place under the auspices of this CONTRACT.

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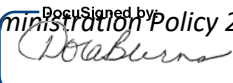
Signature Page Follows

By signing below, the parties agree to the terms and conditions contained in this CONTRACT.

APPROVED:

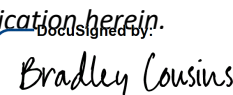
1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes, chapter 16A and section 16C.05 or Department of Administration Policy 21-01.

By: 
DocuSigned by: 5457B11AE8BB49D...
 Date: 9/29/2023
 Contract No: 237251

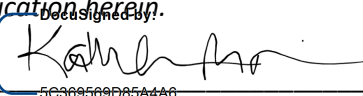
2. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: 
DocuSigned by: 0402163FC01B4EA...
 Title: Ass't Cty Att'y (as to form)
 Date: 10/2/2023

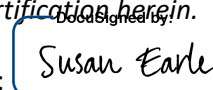
3. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

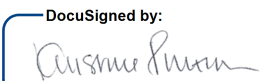
By: 
DocuSigned by: 5C369509D85A4A0...
 Title: Deputy County Manager
 Date: 10/2/2023

4. COUNTY

Signatory certifies that County's articles of incorporation, by-laws, or corporate resolutions authorize Signatory both to sign on behalf of and bind the County to the terms of this Agreement. County and Signatory agree that the State Agency relies on the Signatory's certification herein.

By: 
DocuSigned by: B36ED297F4A24AB...
 Title: Deputy Finance Director, Sign for County Manager
 Date: 10/31/2023

5. STATE AGENCY

By (with delegated authority): 
DocuSigned by: 904E44905FD84D3...
 Title: Deputy Assistant Commissioner
 Date: 11/1/2023

Distribution: (fully executed contract to each)

Contracts and Legal Compliance Division

County

State Authorized Representative