



# Board of Commissioners Agenda

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

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May 7, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

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## ROLL CALL

## PLEDGE OF ALLEGIANCE

## LAND ACKNOWLEDGEMENT

1. **Agenda of May 7, 2024 is Presented for Approval** [2023-662](#)

Sponsors: County Manager's Office

Agenda of May 7, 2024 is Presented for Approval

Approve the agenda of May 7, 2024.

2. **Minutes from April 23, 2024 are Presented for Approval** [2023-683](#)

Sponsors: County Manager's Office

Minutes from April 23, 2024 are Presented for Approval

Approve the April 23, 2024 Minutes.

## PROCLAMATION

3. **Proclamation: Asian American and Pacific Islander Heritage Month** [2024-090](#)

Sponsors: Human Resources, County Manager's Office

Proclamation: Asian American and Pacific Islander Heritage Month

4. **Proclamation: Correctional Officers Week** [2024-121](#)

Sponsors: Sheriff's Office, Community Corrections

Proclamation: Correctional Officers Week

## PRESENTATION OF AWARD

5. **Ramsey County Employee Achievement Award: Cyndy Melby, Ramsey County Attorney's Office** [2024-067](#)

Sponsors: Human Resources

Ramsey County Employee Achievement Award: Cyndy Melby, Ramsey County Attorney's Office

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None. For information and discussion only.

## ADMINISTRATIVE ITEMS

### 6. **2024 Special Board of Appeal and Equalization** [2024-151](#)

Sponsors: County Assessor's Office

2024 Special Board of Appeal and Equalization

1. Appoint the Special Board of Appeal and Equalization members and designated chairs, to conduct the 2024 Ramsey County Special Board of Appeal and Equalization, as needed, on meeting days June 17, 2024 and adjourn on completion of business (excluding Saturday):
  - Jan Rapheal - District 1
  - Mitch Corbin - District 2
  - Jeanette Jones - District 3
  - Artika Tyner - District 3
  - Susan Gilmer- District 4
  - Ron Stevens (Chair) - District 5
  - Nuyeng Yang- District 6
  - Joy Erickson (Chair) - District 7
  - John Mascari - County Manager appointed
  - Patty Lammers - County Manager appointed
2. Approve the Procedural Rules to be adhered to by the 2024 Ramsey County Special Board of Appeal and Equalization.
3. Approve the Code of Ethics and Conduct Guidelines to be adhered to by the 2024 Ramsey County Special Board of Appeal and Equalization.
4. Authorize the County Manager to approve the payment of expenses for the 2024 Ramsey County Special Board of Appeal and Equalization and expenses for training for 2025 Ramsey County Special Board of Appeal and Equalization members as required by Minnesota Statutes, Section 274.13.

### 7. **Appointment to the Ramsey County Extension Committee** [2024-143](#)

Sponsors: County Manager's Office

Appointment to the Ramsey County Extension Committee

Appoint the following individuals to the Ramsey County Extension Committee for a term beginning May 7, 2024 and ending on December 31, 2027.

- Alyssa Fabia
- Donna McDuffie (incumbent)

### 8. **Appointments to the Capital Improvement Program Advisory Committee** [2024-146](#)

Sponsors: Finance

Appointments to the Capital Improvement Program Advisory Committee

Appoint the following individuals to the Capital Improvement Program Advisory Committee for a term beginning May 7, 2024, and ending August 30, 2026:

- Patrick Ohalloran
- Melissa Favila

**9. Appointments to the Personnel Review Board** [2024-144](#)

Sponsors: Human Resources

Appointments to the Personnel Review Board

Appoint the following individuals to the Personnel Review Board for a four-year term beginning May 7, 2024 and ending August 1, 2028:

- Jeff Stephenson
- Beverly Farraher

**10. Appointments to the Ramsey County Library Advisory Board** [2024-148](#)

Sponsors: Library

Appointments to the Ramsey County Library Advisory Board

Appoint the following individuals to the Ramsey County Library Board for a one-year term beginning May 7, 2024 through December 31, 2024.

- Alexandra Kovarik
- Sandra Doubek

**11. Appointments to the Parks and Recreation Commission** [2024-166](#)

Sponsors: Parks & Recreation

Appointments to the Parks and Recreation Commission

Appoint the following individuals to the Parks and Recreation Commission for a term beginning June 2, 2024, and ending June 2, 2027:

- Harold Harvey
- Brian Tempas
- Gregory Williams

**12. Certification of Property Assessed Clean Energy Charges for Energy Improvements** [2024-142](#)

Sponsors: Community & Economic Development

Certification of Property Assessed Clean Energy Charges for Energy Improvements

1. Request the County Auditor to remove previous and current assessment and payments on the following property:  
Owner: HFS 428, LLC  
Property Address: 428 Minnesota Street, Saint Paul, MN 55101  
PIN: 31-29-22-43-1573
2. Request the County Auditor to apply previous and current assessment of PIN 31-29-22-43-1573 on the following property:  
Owner: HFS 428, LLC  
Property Address: 95 7th Place East, Saint Paul, MN 55101  
PIN: 31-29-22-43-1572
3. Request the County Auditor to extend the proposed special assessment plus interest on the following property:  
Owner: HFS 428, LLC  
Property Address: 95 7th Place East, Saint Paul, MN 55101  
PIN: 31-29-22-43-1572

Project Type: Energy efficient management system  
 Assessment Request: \$733,683.50  
 Interest Rate: 4.25%  
 Interest Starts Accruing: 01/01/2025  
 Finance Period: 8 years

Such assessments shall be payable in equal annual principal and interest installments extending over the term of the special assessment. The first of the installments shall be payable with general property taxes in 2024, and shall bear interest at the rates per annum and interest start date stated above, and to the first installment shall be added interest on the entire assessment from the interest start date until December 31 of the tax payable year to which the first installment will be extended, and to each subsequent installment, when due, shall be added interest for one year on all unpaid installments and to each installment shall also be added the special assessment administration fee required by Minnesota Statutes section 429.061, subd. 5.

4. Direct the Chief Clerk to send a certified copy of this Resolution to the County Auditor to extend the assessment for PIN 31-29-22-43-1572 on the property tax lists of the county.

**13. Request for Proposals for Communication Services for Individuals In-Custody** [2024-149](#)

Sponsors: Sheriff's Office

Request for Proposals for Communication Services for Individuals In-Custody

Authorize the issuance of Request for Proposals for communication services for individuals in-custody in accordance with the county's procurement policies and procedures, with direction to staff to return to the Ramsey County Board of Commissioners with a recommendation for selection of a contractor.

**14. Grant Agreements with the Minnesota Department of Public Safety for Therapeutic Youth Treatment Homes and Violence Prevention - Wrap Around Services** [2024-123](#)

Sponsors: Health and Wellness, Safety and Justice, County Attorney's Office, Sheriff's Office

Grant Agreements with the Minnesota Department of Public Safety for Therapeutic Youth Treatment Homes and Violence Prevention - Wrap Around Services

1. Ratify the submittal of the grant application to the Minnesota Department of Public Safety for Therapeutic Youth Treatment Homes in the amount of \$4,640,675.
2. Accept a grant award from and approve a grant agreement with the Minnesota Department of Public Safety for Therapeutic Youth Treatment Homes in the amount of \$4,640,675.
3. Ratify the submittal of the grant application to the Minnesota Department of Public Safety for Violence Prevention - Wrap Around Services in the amount of \$4,750,000.
4. Accept a grant award from and approve a grant agreement with the Minnesota Department of Public Safety for Violence Prevention - Wrap Around Services in the amount of \$4,750,000.
5. Authorize the Chair and Chief Clerk to execute the grant agreements.
6. Authorize the County Manager to enter into expenditure grant agreements and execute amendments to agreements in a form approved by Finance and the County Attorney's Office, provided the amounts are within the limits of the approved expenditure grant

- agreement program budget.
7. Approve an increase in personal complement to the Office of Health and Wellness by 2.0 Full Time Equivalents.

## POLICY ITEM

**15. Appointment of Commissioner Frethem to the Willow Lake Nature Preserve Foundation Board of Directors and Northeast Youth & Family Services Board of Directors**

[2024-157](#)

Sponsors: Board of Commissioners

Appointment of Commissioner Frethem to the Willow Lake Nature Preserve Foundation Board of Directors and Northeast Youth & Family Services Board of Directors

1. Approve the appointment of Commissioner Frethem to the Willow Lake Nature Preserve Foundation Board of Directors through December 31, 2024.
2. Approve the appointment of Commissioner Frethem to the Northeast Youth & Family Services Board of Directors through December 31, 2024.
3. Authorize the Chair to execute such outside boards' internal resolutions, appointing documents and/or other governing documents, effecting or otherwise directly furthering the authorized appointments, in a form approved by the County Attorney's Office.

## LEGISLATIVE UPDATE

## COUNTY CONNECTIONS

## OUTSIDE BOARD AND COMMITTEE REPORTS

## BOARD CHAIR UPDATE

## ADJOURNMENT

Following County Board Meeting:

No scheduled workshops.

Advance Notice:

May 14, 2024 County board meeting – Council Chambers

May 21, 2024 County board meeting – Council Chambers

May 28, 2024 County board meeting – Council Chambers

June 4, 2024 County board meeting – Council Chambers



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2023-662

**Meeting Date:** 5/7/2024

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**Sponsor:** County Manager's Office

**Title**

Agenda of May 7, 2024 is Presented for Approval

**Recommendation**

Approve the agenda of May 7, 2024.



# Board of Commissioners

## Request for Board Action

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Saint Paul, MN 55102  
651-266-9200

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**Item Number:** 2023-683

**Meeting Date:** 5/7/2024

---

**Sponsor:** County Manager's Office

**Title**

Minutes from April 23, 2024 are Presented for Approval

**Recommendation**

Approve the April 23, 2024 Minutes.

**Attachments**

1. April 23, 2024 Minutes.



# Board of Commissioners Minutes

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

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April 23, 2024 - 9 a.m.

Council Chambers - Courthouse Room 300

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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 Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

## ROLL CALL

Commissioner Xiong arrived late and missed Roll Call. Commissioner Xiong arrived at 9:02 a.m. was present for the remainder of the meeting.

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

## PLEDGE OF ALLEGIANCE

## LAND ACKNOWLEDGEMENT

Presented by Commissioner McGuire.

1. Agenda of April 23, 2024 is Presented for Approval [2023-661](#)

Sponsors: County Manager's Office

Motion by Frethem, seconded by Reinhardt. Motion passed.

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

2. Minutes from April 16, 2024 are Presented for Approval [2023-682](#)

Sponsors: County Manager's Office

Motion by McGuire, seconded by Frethem. Motion passed.

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

## PROCLAMATION

3. Proclamation: Green Careers Day [2024-065](#)

Sponsors: Workforce Solutions

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

4. Proclamation: Administrative Professionals Day [2024-111](#)

Sponsors: Human Resources

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

## ADMINISTRATIVE ITEMS

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5. Repurchase of a Tax-forfeited Property Located at 1021 Minnehaha Avenue East, Saint Paul, MN 55106 [2024-133](#)

Sponsors: Property Tax, Records & Election Services

Motion by Xiong, seconded by Reinhardt. Motion passed.

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

Resolution: [B2024-068](#)

6. Repurchase of a Tax-forfeited Property Located at 890 Duchess Street, Saint Paul, MN 55106 [2024-134](#)

Sponsors: Property Tax, Records & Election Services

Motion by Xiong, seconded by Reinhardt. Motion passed.

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

Resolution: [B2024-069](#)

## PRESENTATION

7. Presentation: Metropolitan Mosquito Control District [2024-136](#)

Sponsors: Board of Commissioners

Presented by Metropolitan Mosquito Control District staff: Daniel Huff, Alex Carlson, and Josh Madetzke. Discussion can be found on archived video.

## 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 10:40 a.m.



# Board of Commissioners

## Request for Board Action

15 West Kellogg Blvd.  
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**Item Number:** 2024-090

**Meeting Date:** 5/7/2024

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**Sponsor:** Human Resources

**Title**

Proclamation: Asian American and Pacific Islander Heritage Month

**Attachments**

1. Proclamation

# Proclamation

WHEREAS, Asian American and Pacific Islander Heritage month celebrates and honors the histories, languages, cultures, and contributions of Asian Americans and Pacific Islanders (AAPI): in Minnesota this consists of but not limited to, Asian Indian, Burmese, Chinese, Cambodian, Filipino, Hmong, Japanese, Karen, Korean, Lao, Native Hawaiian, Thai and Vietnamese ancestry or ethnic origin; and

WHEREAS, We recognize that AAPI members have been subjected to systemic and institutional discriminations, and injustices and acknowledge that data disaggregation among Asian ethnicities is critical in serving and honoring all AAPI members, and ensuring they are not treated as a monolith; and

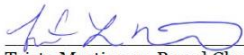
WHEREAS, The Ramsey County Board of Commissioners stand with the Ramsey County Asian Descent Network (ADN) to advance leaders in the AAPI communities through opportunities and to recognize trailblazers who made contributions to our community's economic, social, and cultural affluence; and

WHEREAS, In Minnesota there are many community organizations, nonprofits, businesses, and social services that serve, promote, and celebrate the different Asian ancestries and ethnicities; and

WHEREAS, ADN highlights the following organizations that have made tremendous contributions to the Ramsey County community: Theater Mu (a theater producing performances to celebrate and empower Asian American experiences); Asian Media Access (a nonprofit using multimedia arts and technology as tools for social betterment); Asian Economic Development Association (a nonprofit supporting Asian small businesses and advocating business opportunities); Asian Women United (a nonprofit providing culturally competent services and safe place for AAPI women and children experiencing domestic violence); and Vietnamese Social Services (a nonprofit providing services to refugees and immigrants from Southeast Asia); Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares the month of May as Asian American and Pacific Islander Heritage Month to celebrate Asian arts, social services, and businesses, and recognize Asian accomplishments so that the cultures, histories, and stories of these communities are seen and heard; and Be It Further

PROCLAIMED, The Ramsey County Board of Commissioners declares May 2024 as Asian American and Pacific Islander Heritage Month and encourages all residents in the community to honor and celebrate our rich collective history by recognizing the contributions of Asian American and Pacific Islanders to Ramsey County.




Trista Martinson, Board Chair, District 3



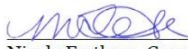
Mary Jo McGuire, Commissioner, District 2



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.  
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**Item Number:** 2024-121

**Meeting Date:** 5/7/2024

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**Sponsor:** Sheriff's Office  
Community Corrections

**Title**  
Proclamation: Correctional Officers Week

**Attachments**  
1. Proclamation

# Proclamation

WHEREAS, Since 1984 the United States has recognized the first full week in May as “National Correctional Officers and Employees Week”; and

WHEREAS, Ramsey County employs over 300 full-time and intermittent Correctional Officers, Sergeants, Lieutenants, Captains, and support staff through both the Sheriff’s Office and Community Corrections Department; and

WHEREAS, Ramsey County Correctional Officers are skilled professionals who serve 24 hours a day, 365 days a year to safely, securely, and humanely house individuals within the county, often in the face of violence and danger; and

WHEREAS, Last year, Ramsey County Correctional Officers safely and efficiently managed thousands of individuals at the Adult Detention Center and Correctional Facility; and

WHEREAS, In 2024, Correctional Officers continued to make the ultimate sacrifice as victims of violence, medical conditions, and COVID-19 illness acquired while on duty; and

WHEREAS, While continuing to carry the significant professional and personal burden brought by the pandemic, Ramsey County Correctional Officers remain committed to their duty to keep the individuals, staff, and community safe, no matter the threat; Now, Therefore, Be It

PROCLAIMED, The Ramsey County Board of Commissioners declares the week of May 5 - 11, 2024 as Correctional Officers Week in Ramsey County in honor of the dedicated professionals who safeguard the County’s diverse populations; and Be It Further

PROCLAIMED, The Ramsey County Board of Commissioners encourages all of Ramsey County residents in the community to pay tribute to the Correctional Officers in Ramsey County for the essential public service they provide.

  
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

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**Item Number:** 2024-067

**Meeting Date:** 5/7/2024

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**Sponsor:** Human Resources

**Title**

Ramsey County Employee Achievement Award: Cyndy Melby, Ramsey County Attorney's Office

**Recommendation**

None. For information and discussion only.

**Background and Rationale**

Employee achievement awards <<https://ramseynet.us/achievement-award-archives>> are presented to Ramsey County employees whose job performance, productivity, and contributions to the goals of the county are exemplary. Nominations for an Achievement Award are submitted to the Human Resources Liaison to the Achievement Award Selection Committee for consideration.

Nominations may be made in one or more of the following categories:

- Excellent job performance.
- Community contributions or heroic measures.
- Personal growth despite adversity.
- Demonstrated cost savings or resource enhancement.
- Environmental management, waste reduction or recycling.
- County work environment contributions.
- Contribution to diversity, equity, an inclusion.

The Achievement Award Selection Committee consists of county employees who volunteer from various departments, research, reviews and makes final recommendations on the nominations.

The Achievement Award Selection Committee has approved the nomination of employee Cyndy Melby, Executive Assistant, Ramsey County Attorney's Office, to be recognized with an Employee Achievement Award in the category of *Excellent Job Performance*.

**Attachments**

1. Memorandum for Achievement Award Notice to Cyndy Melby

Date March 29, 2024,

**To:** Ramsey County Board of Commissioners  
**Cc:** Johanna Berg, County Manager  
Dr. Annie Porbeni, Chief Human Resources Officer

**From:** Kenny Cutler, Diversity, Inclusion & Organizational Development Specialist  
HR Liaison to RC Achievement Award Committee

**Subject:** Achievement Award for Cyndy Melby, Ramsey County Attorney's Office

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The Ramsey County Employee Achievement Award Selection Committee has selected the following employee to receive an Achievement Award. This is to advise you that in accordance with County Board Resolutions, **Cyndy Melby, Executive Assistant, Ramsey County Attorney's Office**, will receive an Employee Achievement Award. Presentation of the award will be made at the May 7<sup>th</sup>, 2024, meeting of the County Board.

### **Nomination Summary**

Cyndy Melby has been approved by the Ramsey County Achievement Award Selection Committee for an Employee Achievement Award in the category of "Excellent Job Performance."

In her role supporting the Ramsey County Attorney's Office, Cyndy Sets up internal meetings, books meeting spaces, handles scheduling, plans the office's annual meeting and many other essential tasks.

She is known for going the extra mile and has earned a reputation for consistently doing her work quickly and effectively.

Cyndy has innovated by spearheading an internal survey to gauge morale, seek improvements and generally improve operations.

She continually checks in with staff to make sure morale stays high.

She is very welcoming to everyone she interacts with and strives to be the best at what she does.

Cyndy is known as someone who always completes her work with a positive attitude.

Her colleagues have praised Cyndy for her exceptional insight and knack for considering things others haven't thought of.

Cyndy is skilled at listening and offering great advice and solutions to problems.

In summary, the Achievement Award Selection Committee recommends that Cyndy Melby be awarded an Employee Achievement Award in the category of "Excellent Job Performance"

CC: Johanna Berg; Dr. Annie Porbeni

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[www.co.ramsey.mn.us](http://www.co.ramsey.mn.us)

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2024-151

**Meeting Date:** 5/7/2024

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**Sponsor:** County Assessor's Office

**Title**

2024 Special Board of Appeal and Equalization

**Recommendation**

1. Appoint the Special Board of Appeal and Equalization members and designated chairs, to conduct the 2024 Ramsey County Special Board of Appeal and Equalization, as needed, on meeting days June 17, 2024 and adjourn on completion of business (excluding Saturday):
  - Jan Rapheal - District 1
  - Mitch Corbin - District 2
  - Jeanette Jones - District 3
  - Artika Tyner - District 3
  - Susan Gilmer- District 4
  - Ron Stevens (Chair) - District 5
  - Nuyeng Yang- District 6
  - Joy Erickson (Chair) - District 7
  - John Mascari - County Manager appointed
  - Patty Lammers - County Manager appointed
2. Approve the Procedural Rules to be adhered to by the 2024 Ramsey County Special Board of Appeal and Equalization.
3. Approve the Code of Ethics and Conduct Guidelines to be adhered to by the 2024 Ramsey County Special Board of Appeal and Equalization.
4. Authorize the County Manager to approve the payment of expenses for the 2024 Ramsey County Special Board of Appeal and Equalization and expenses for training for 2025 Ramsey County Special Board of Appeal and Equalization members as required by Minnesota Statutes, Section 274.13.

**Background and Rationale**

The Ramsey County Assessor's Office estimates market value and determines property classification, striving to provide an accurate and equitable property assessment. Standards are established to ensure that Ramsey County property owners are provided easy access to the Ramsey County Special Board of Appeal and Equalization and simplified procedures for presenting appeals and receiving a fair, impartial hearing.

Minnesota Statutes, section 274.13, authorizes the Ramsey County Board to appoint a Special Board of Appeal and Equalization for 2024. As provided by Minnesota Statutes, section 274.14, the Special Board must meet after the second Friday in June on at least one meeting day and may meet for up to 10 consecutive meeting days. This Special Board would serve beginning June 17, 2024, and adjourn on completion of business (excluding Saturday). The Special Board will hear taxpayers' appeals of their 2024 market value or classification. These 2024 values and classifications will be utilized to calculate the 2025 property taxes.

The only change in the Code of Ethics and Conduct Guidelines from 2023 is related to hearing time periods based on the volume of attendees. Under state law, the county must have one voting member who has



completed a Minnesota Department of Revenue training course within the last four years. Six of the 10 appointed Special Board members have completed this training.

**County Goals** (Check those advanced by Action)

Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

The County Assessor's Office strives to assess all properties fairly and equitably. The Special Board of Appeal and Equalization process reviews values and/or classifications to ensure they are correct and ensures that owners are not paying higher taxes than a property is worth, and as a result, reduces the financial burden. Language, racial or cultural issues can create barriers to access and/or understand the Special Board of Appeal and Equalization process; therefore, more work may be needed to address those issues. We offer a variety of language translation options on our public website to allow for our policies to be interpreted in other languages.

**Community Participation Level and Impact**

The community is informed about this action through board action.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

The Special Board of Appeal and Equalization process is state mandated. Funds are included in the approved 2024 County Assessor budget. Each member is paid a daily fee for their service. The daily fee paid to members encourages participation by real estate professionals and helps them offset revenue lost while serving on the board. The expense for the 2024 meeting is estimated to be \$4,000.

**Last Previous Action**

On May 2, 2023, the Ramsey County Board appointed Jan Rapheal (District 1), Mitch Corbin (District 2), Jeanette Jones (District 3), Artika Tyner (District 3), Susan Gilmer (District 4), Ron Stevens (District 5), Cheniqua Johnson (District 6), Joy Erickson (District 7), John Mascari (County Manager appointed), and Patty Lammers (County Manager appointed) to conduct the 2023 Ramsey County Special Board of Appeal and Equalization, as needed, on meeting days June 13, 2023 through June 26, 2023 (excluding Saturday) (Resolution B2023-065).

**Attachments**

1. 2024 Special Board of Appeal and Equalization Code of Conduct Guidelines

**2024 Special Board of Appeal and Equalization Members**

**DISTRICT 1**  
Nicole Joy Frethem

◆◆ Jan Rapheal  
White Bear Lake, MN 55110

**DISTRICT 2**  
Mary Jo McGuire

Mitch Corbin  
Roseville, MN 55113

**DISTRICT 3**  
Trista Martinson, Chair  
*2 appointments*

◆◆ Jeanette Jones  
Saint Paul, MN 55119

Artika Tyner  
Saint Paul, MN 55104

**DISTRICT 4**  
Rena Moran

Susan Gilmer  
Saint Paul, MN 55105

**DISTRICT 5**  
Rafael Ortega

◆◆ Ron Stevens \*(Chair)  
Saint Paul, MN 55107

**DISTRICT 6**  
Mai Chong Xiong

\*\*Nuyeng Yang  
Saint Paul, MN 55106

**DISTRICT 7**  
Victoria Reinhardt

◆◆ Joy Erickson \*(Chair)  
White Bear Lake, MN 55110

**COUNTY MANAGER**  
Johanna Berg  
*2 appointments*

John Mascari  
Saint Paul, MN 55116

Patty Lammers  
Saint Paul, MN 55117

\*Designated Chair

\*\*New appointee

◆◆ Required Real Estate Professional

## **2024 Special Board of Appeal and Equalization Procedural Rules**

1. The Ramsey County Special Board of Appeal and Equalization shall consist of at least ten members, with one member being recommended by each Commissioner and two members by the Chair and two members by the County Manager. All members must be residents of Ramsey County. At least one member must be a real estate appraiser, realtor or other real estate professional, familiar with property valuation in the county.
2. Two designated chairpersons shall be appointed by and serve at the pleasure of the Commissioners. A chairperson shall preside at all meetings of the Special Board and shall have duties and responsibilities as are normally attended upon that office. The Special Board shall be convened as panels of five members, including a designated chair each day. If volume of appeals dictates two separate panels, the panels may consist of only three members if required. The Ramsey County Assessor's office shall schedule panel members.
3. Regular meetings of the board shall be held as specified in Minnesota Statutes, section 274.14.
  - a. The Ramsey County Assessor's Office will mail a board of appeal and equalization application to interested persons, including a request for basic information concerning the property. If the property is income producing, the owner or owner representative must submit, at time of initial application, two years of income and expense information and a current rent roll.
  - b. Upon timely receipt (*by May 3rd*) of a completed application, the applicant will arrange with the Ramsey County Assessor's Office a time for the assessor to perform an interior inspection of the property. The owner or owner's representative must accompany the assessor on this inspection.
  - c. The Ramsey County Assessor's Office will complete an appraisal of the valuation of the property. The county's appraisal report will be written and will be made available to the applicant at least 48 hours prior to the hearing.
  - d. Applicant must provide copies to the Ramsey County Assessor of all documentation to be presented to the Special Board at least 48 hours prior to the scheduled hearing.
  - e. Upon receipt of the completed application and review of the property the Ramsey County Assessor's office will schedule a hearing at 1-hour intervals beginning the first day scheduled for the board.
  - f. If the total number of applicants appearing before the Special Board is 50 or below, then the following format will be utilized. Each applicant will be allowed 20 minutes to present any data or information relevant to the market value or tax classification of the subject property. The Ramsey County Assessor, or designee, will then be allowed up to 20 minutes to present any relevant information to support the market value or tax classification assigned by the assessor. The board shall have 20 minutes to make a decision. The board chair shall have the authority to cast a tie-breaking vote should any deliberations result in a tie.
  - g. If the total number of applicants appearing before the Special Board is 51 to 150, then the following format will be utilized. Each applicant will be allowed 10 minutes to present any data or information relevant to the market value or tax

classification of the subject property. The Ramsey County Assessor, or designee, will then be allowed up to 10 minutes to present any relevant information to support the market value or tax classification assigned by the assessor. The board shall have 10 minutes to make a decision. The board chair shall have the authority to cast a tie-breaking vote should any deliberations result in a tie.

- h. If the total number of applicants to the Special Board exceeds 150, then the County Board authorizes the Ramsey County Assessor to adjust the process to ensure all citizens' appeals can be heard in the statutory ten-day window. If modifications are made, they will be made in a fashion that ensures the process remains fair and transparent.
  - i. All deliberations are to be made immediately following the individual hearings and in full view and hearing of the public. The board will make its decisions based solely on information offered at the hearing and will conduct no independent fact-finding of its own relative to the value or classification of any parcel presented to the board for review.
  - j. The decisions of the Special Board should be made by motion, second, discussion and voice vote. The recording secretary will record the vote of each board member for each case heard by the Special Board. The recording secretary shall review said record with the Special Board each day to ensure accuracy.
- 4. All meetings and hearings conducted by the Special Board shall be conducted pursuant to the Minnesota Open Meeting Law, Minnesota Statutes, Chapter 13D. All data presented relative to the valuation or classification of any parcel will be considered public data.
  - 5. Each member will be paid \$315 for the first day of service and an additional \$225 for each additional day of service. Each member will receive a minimum of \$315.
  - 6. All of the Special Board's legal questions, which arise from work performed, should be referred to the Ramsey County Attorney for appropriate response.
  - 7. The Ramsey County Assessor will be responsible for staffing and for the assembling of documentation for the appointees. The assessor shall provide an organizational orientation session for the appointees prior to beginning their work on June 17th. Examples of staffing responsibilities include, but are not limited to, the ten-day staffing and scheduling, the administering of an oath to the members, completing forms for compensation for the members and the training program.
  - 8. The Ramsey County Auditor shall appoint a non-voting member to serve as the recording secretary for the Special Board.

## **Ramsey County Special Board of Appeal and Equalization**

### **Board Code of Ethics and Conduct Guidelines**

*The Mission of the Ramsey County Special Board of Appeal and Equalization is the fair and equitable resolution of all valuation and classification appeals on real and taxable personal property located in Ramsey County. As part of this mission, the Special Board will attempt to foster an open and trusted professional relationship with concerned taxpayers and County staff.*

1. Special Board members shall strive to treat applicants, fellow Special Board members and staff respectfully at all times.
2. All deliberations shall be made on an impartial basis and publicly.
3. Special Board members should refrain from discussing Special Board proceedings with applicants outside of the presence of the other Special Board members.
4. Concerns about the actions, behavior or motivations of any participant in the Special Board process should be directed to the County Manager.
5. Special Board members should attempt to understand all facts presented them in order to arrive at a fair decision. They should ask for clarification when necessary and seek additional information when required.
6. No Special Board member shall participate in any proceeding regarding his/her own property.
7. No member shall sit in judgment of an appeal where the member either has a personal interest in a property under appeal or personal bias toward the parties. Should this situation arise, the Special Board member will inform the Chair and recuse themselves. A recused member shall not participate in the discussions or offer questions or make comments during a hearing or during deliberations.
8. Special Board members should be extremely cautious of participating in deliberations of an appeal where the member has a prior personal relationship with the applicant. Such relationship should be disclosed prior to the beginning of the hearing of the appeal. Fellow Special Board members should then decide whether the issue should be waived or the fellow Special Board member is excused for that proceeding.
9. It is unethical to accept or to agree to accept compensation of any kind from an appellant appearing before the Ramsey County Special Board of Appeal and Equalization. Any such offer must be reported to the County Manager.
10. No Special Board member shall participate or vote in any deliberation relating to issues or proposal in which he or she has a conflict of interest. A conflict of interest exists where the member:
  - 10.1. Has a material, current, or anticipated financial interest in the property, or is affected by the issues or proposed assessment to a greater degree than other members of his/her business classification, profession or occupation; or
  - 10.2. Is a director, trustee, officer, employee, or agent of a company or institution directly involved in the property; or
  - 10.3. Is related by blood or marriage to an individual having any current or contemplated ownership interest in the subject property; or
  - 10.4. Is a personal friend of the applicant.
11. There will be no official audio or video recording of any of the meetings. There shall be no unofficial audio or video recordings made unless agreed to by all participants and then they will not be made part of the official record.

**Item Number:** 2024-143

**Meeting Date:** 5/7/2024

**Sponsor:** County Manager's Office

**Title**

Appointment to the Ramsey County Extension Committee

**Recommendation**

Appoint the following individuals to the Ramsey County Extension Committee for a term beginning May 7, 2024 and ending on December 31, 2027.

- Alyssa Fabia
- Donna McDuffie (incumbent)

**Background and Rationale**

The Minnesota Extension Service is under the auspices of the University of Minnesota. Minnesota statutes sections 38.33 to 38.38 require the county to have an Extension Committee and define County Extension work to include educational programs and services provided by Extension educators in the areas of agriculture, agriculture finance, economic development, nutrition, youth leadership development (including 4-H), leadership, and environment and natural resources.

The statutes also define the composition of the Extension Committee to consist of nine members including two county commissioners, the county auditor or designee, and six members appointed at large by the county board. Appointed members support the Extension Committee programming in three ways: 1) identifying local community needs and Extension resources, 2) providing Extension Committee program support and advocacy, and 3) assisting in the development of an annual Extension Committee budget request.

There are currently two vacancies on the Extension Committee due to term expirations. Recruitment through the county's open appointment process resulting in two applications. On April 8, 2024, the applications were forwarded to three Ramsey County Board of Commissioners for review. Between April 8, 2024, and May 6, 2024, the three commissioners interviewed the applicants, which gave the commissioners an opportunity to engage with and learn more about the applicants, and final recommendations for a formal appointment was provided afterwards.

**County Goals** (Check those advanced by Action)

- Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

In addition to the usual recruitment for advisory committee vacancies through GovDelivery and word of mouth by Ramsey County Extension Committee members, staff and the Ramsey County Board of Commissioners, the vacancies and application were promoted through an email listserv reaching numerous diverse organizations and networks. This extended promotion process is a step towards better outreach to more racially diverse and underrepresented voices that are often missed. Furthermore, the application for these vacancies were updated to focus more on the lived experiences, knowledge, and skills a resident may bring along with an optional section to insert demographic information to ensure the is reaching new and diverse

candidates.

**Community Participation Level and Impact**

Participation by and input from community members appointed to advisory groups helps to shape and improve programs and services for the community, share information and increase the level of understanding through discussion, dialogue, and engagement.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

In 2022, Ramsey County began offering compensation for residents serving on formal advisory boards. Members of the Extension Committee can opt-in for a monthly \$25 gift card attendance compensation. Advisory board compensation comes from the Ramsey County Community Engagement Fund.

**Last Previous Action**

On November 28, 2023, the Ramsey County Board of Commissioners appointed Felicia Sherrod to the Ramsey County Extension Committee for a term beginning November 28, 2023 and ending on December 31, 2026 (Resolution B2023-210).

**Attachments**

1. Ramsey County Extension Committee Roster

# Extension Committee

## Board Roster

□ **Thomas Keul**  
1st Term Feb 08, 2022 - Dec 31, 2025  
**Appointing Resolution** B2022-050

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□ **Heidi H Miller**  
1st Term Jul 12, 2022 - Dec 31, 2025  
**Position** Chair  
**Appointing Resolution** B2022-170

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□ **Dolly Mariucci**  
1st Term Sep 05, 2023 - Dec 31, 2026  
**Appointing Resolution** B2023-138

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□ **Felicia Sherrod**  
1st Term Nov 28, 2023 - Dec 31, 2026  
**Appointing Resolution** B2023-210

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□ **Vacancy**

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□ **Vacancy**



# Board of Commissioners

## Request for Board Action

Item Number: 2024-146

Meeting Date: 5/7/2024

**Sponsor:** Finance

### Title

Appointments to the Capital Improvement Program Advisory Committee

### Recommendation

Appoint the following individuals to the Capital Improvement Program Advisory Committee for a term beginning May 7, 2024, and ending August 30, 2026:

- Patrick Ohalloran
- Melissa Favila

### Background and Rationale

The Capital Improvement Program Advisory Committee (CIPAC) is comprised of 14 Ramsey County appointed members who advise the Ramsey County Board in setting priorities on proposed capital expenditures within Ramsey County. Involvement on CIPAC provides an opportunity for Ramsey County residents to participate in the planning process for Ramsey County's Capital Improvement Program.

There are currently six vacancies on CIPAC. Recruitment throughout the county's open appointment process resulted in two applications. On April 8, 2024, the applications were forwarded to the Ramsey County Board of Commissioners for review. Additionally, the commissioners held interviews with each applicant, which gave the commissioners the opportunity to engage with and learn more about each applicant beyond just the review of the online applications. Between April 23 - April 25, 2024, three commissioners interviewed the applicants for final recommendation.

### County Goals (Check those advanced by Action)

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

In addition to the usual recruitment for advisory committee vacancies through GovDelivery and word of mouth by advisory committee members, staff and the Ramsey County Board, the vacancies and application was promoted through an email listserv reaching numerous diverse organizations and networks. This extended promotion process is a step towards better outreach to more racially diverse and underrepresented voices that are often missed. Furthermore, the application for these vacancies were updated to focus more on the lived experiences, knowledge and skills a resident may bring along with an optional section to insert demographics to ensure we are reaching new and diverse candidates.

### Community Participation Level and Impact

Participation by and input from community members appointed to advisory groups helps to shape and improve programs and services for the community, share information and increase the level of understanding through discussion, dialogue and engagement.

Inform       Consult       Involve       Collaborate       Empower

### Fiscal Impact

In 2022, Ramsey County began offering compensation for residents serving on formal advisory boards and committees. Members of CIPAC have an opportunity to opt-in for a monthly \$25 gift card attendance compensation. Advisory board and committee compensation comes from Ramsey County's Community Engagement Fund.

**Last Previous Action**

On September 5, 2023, the Ramsey County Board appointed Lawrence Sagstetter, Jerrin Job Sibychan, Muhammad Rasheed, Gary Bank, Olletha Muhammad and Michael Austin to the Capital Improvement Program Advisory Committee for a term ending August 30, 2025 (Resolution B2023-140).

**Attachments**

1. Capital Improvement Program Advisory Committee Roster

# Capital Improvement Program Advisory Committee (CIPAC)

## Board Roster

□ **Mazel Y Mccoy-anderson**

**1st Term** Oct 25, 2022 - Aug 30, 2024

**Appointing Resolution** B2022-242

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□ **Niko E Le Mieux**

**1st Term** Oct 25, 2022 - Aug 30, 2024

**Appointing Resolution** B2022-242

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□ **Jerrin Job Sibychan**

**1st Term** Sep 05, 2023 - Aug 30, 2025

**Appointing Resolution** B2023-140

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□ **Gary Bank**

**5th Term** Sep 05, 2023 - Aug 30, 2025

**Appointing Resolution** B2023-140

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□ **Olletha Muhammad**

**1st Term** Sep 05, 2023 - Aug 30, 2025

**Appointing Resolution** B2023-140

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□ **Michael Austin**

**1st Term** Sep 05, 2023 - Aug 30, 2025

**Appointing Resolution** B2023-140

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□ **Lawrence Sagstetter**

**8th Term** Sep 05, 2023 - Aug 30, 2025

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- **Muhammad Rasheed**  
1st Term Sep 05, 2023 - Aug 30, 2025  
**Appointing Resolution** B2023-140
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- **Vacancy**
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- **Vacancy**
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- **Vacancy**
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- **Vacancy**
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**Item Number:** 2024-144

**Meeting Date:** 5/7/2024

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**Sponsor:** Human Resources

**Title**

Appointments to the Personnel Review Board

**Recommendation**

Appoint the following individuals to the Personnel Review Board for a four-year term beginning May 7, 2024 and ending August 1, 2028:

- Jeff Stephenson
- Beverly Farraher

**Background and Rationale**

The Personnel Review Board hears disciplinary appeals by veterans relating to discharge or suspension; reviews disciplinary appeals after an administrative law judge has heard them; hears non-disciplinary appeals; and may review the Human Resources department services, procedures and practices as directed by the Ramsey County Board. The Personnel Review Board consists of seven members who can serve a total of two four-year terms (eight years total).

There are currently three vacancies on the Personnel Review Board. Recruitment through the county's open appointment process resulted in three applications. On April 8, 2024, the applications were forwarded to the Ramsey County Board of Commissioners for review. Additionally, the commissioners held interviews with each applicant, which gave the commissioners the opportunity to engage with and learn more about each applicant beyond just the review of the online applications. On April 23 and 24, 2024, commissioners interviewed the applicants for final recommendations.

**County Goals** (Check those advanced by Action)

- Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

Eligibility for appointment on the Personnel Review Board requires the appointee to be a resident of Ramsey County. The district in which an appointee resides is considered in an effort to have the makeup of the Personnel Review Board reflect the geographic diversity of Ramsey County. Human Resources is committed to continued efforts to recruit and diversify Personnel Review Board membership to reflect the county's demographic diversity.

**Community Participation Level and Impact**

Human Resources is committed to continued efforts to recruit and diversify Personnel Review Board memberships. Recruitment of vacancies were shared through existing members, Ramsey County's social media platforms, staff and community distribution lists, as well as Ramsey County Commissioners. Appointment of community members to the Personnel Review Board helps to reflect the expectations of our residents in the employment matters brought before the body; it creates opportunity to share information and increase the level of understanding about employment with Ramsey County through review, deliberation and discussion of various employment matters

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

Personnel Review Board members are paid a \$50 per diem to offset out-of-pocket expenses, which typically is under \$500 annually. Funds are available in Human Resources operating budget.

**Last Previous Action**

On September 5, 2023, the Ramsey County Board appointed Nou Yang to the Personnel Review Board for a term ending on August 1, 2027 (Resolution B2023-143).

**Attachments**

1. Personnel Review Board Membership Roster



## Board Roster



**Sara Beckstrand**

**1st Term** Oct 26, 2021 - Aug 01, 2025

**Appointing Resolution** B2021-233



**Angela S Nalezny**

**2nd Term** Aug 23, 2022 - Aug 01, 2026

**Appointing Resolution** B2022-439



**Heidi H Miller**

**1st Term** Jul 12, 2022 - Aug 01, 2026

**Appointing Resolution** B2022-172



**Beth Belle Isle**

**1st Term** Feb 08, 2022 - Aug 01, 2026

**Appointing Resolution** B2022-051



**Vacancy**



**Vacancy**



**Vacancy**

Item Number: 2024-148

Meeting Date: 5/7/2024

**Sponsor:** Library

### Title

Appointments to the Ramsey County Library Advisory Board

### Recommendation

Appoint the following individuals to the Ramsey County Library Board for a one-year term beginning May 7, 2024 through December 31, 2024.

- Alexandra Kovarik
- Sandra Doubek

### Background and Rationale

The Ramsey County Library Advisory Board provides advice and makes recommendations to the Library Department and Ramsey County Board of Commissioners on matters regarding integrated service delivery that impacts or is enhanced by library services. The Library Advisory Board consists of seven members who are residents of suburban Ramsey County.

Two Library Advisory Board terms end on December 31, 2024. Interviews were conducted April 23 - April 25, 2024 by three Ramsey County Commissioners and the Library Deputy Director.

### County Goals (Check those advanced by Action)

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

The county currently recruits for advisory committee vacancies through an open process, which is currently limited to presence on the county website, GovDelivery distribution lists, and word of mouth by advisory committee members, staff and county commissioners. Changes to the recruitment strategies are being implemented to expand efforts to increase racial diversity and under-represented voices in the appointment process.

### Community Participation Level and Impact

Participation by and input from community members appointed to advisory committees helps to shape and improve programs and services for the community, share information, and increase the level of understanding through discussion, dialogue, and engagement.

Inform       Consult       Involve       Collaborate       Empower

### Fiscal Impact

Library Advisory Board members receive a per diem of \$50 per meeting, up to \$100 per month.

### Last Previous Action

On November 28, 2023, the Ramsey County Board appointed Dawne Brown White and Molly Jansen to the



Ramsey County Library Advisory Board for a three-year appointment through December 31, 2026 (Resolution B2023-212)

**Attachments**

1. Library Advisory Board Roster

# Ramsey County Library Advisory Board

## Board Roster

▫ **Marissa Michelle Kirby-stofferahn**

**1st Term** Jan 10, 2023 - Dec 31, 2025

**Appointing Resolution** B2023-011

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▫ **Kami Miller**

**1st Term** Jan 10, 2023 - Dec 31, 2025

**Appointing Resolution** B2023-011

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▫ **Andrea West**

**1st Term** Jan 10, 2023 - Dec 31, 2025

**Appointing Resolution** B2023-011

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▫ **Dawne E White**

**1st Term** Jan 01, 2024 - Dec 31, 2026

▫ **Molly Jansen**

**1st Term** Jan 01, 2024 - Dec 31, 2026

▫ **Vacancy**

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▫ **Vacancy**

Item Number: 2024-166

Meeting Date: 5/7/2024

**Sponsor:** Parks & Recreation

### Title

Appointments to the Parks and Recreation Commission

### Recommendation

Appoint the following individuals to the Parks and Recreation Commission for a term beginning June 2, 2024, and ending June 2, 2027:

- Harold Harvey
- Brian Tempas
- Gregory Williams

### Background and Rationale

The Parks and Recreation Commission serves as an advisory group to the Parks and Recreation Department leadership. Members of the Parks Commission serve as valuable community liaisons, and provide insights on park projects, policy, racial equity and community engagement efforts. Feedback and ideas are incorporated into development projects and help connect park staff to community. Members' familiarity with the county's parks and recreation system offers a deep and rich conversation about the direction of the department. The Parks Commission has a total of 11 seats.

There are currently three vacancies on the Parks and Recreation Commission. There was a total of three applications, two of which were from incumbents. On April 8, 2024, the applications were forwarded to an interview panel, which consisted of three Ramsey County commissioners. The interview panel reviewed the applications and interviews took place between April 23 - 25, 2024.

### County Goals (Check those advanced by Action)

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

In addition to the usual recruitment for advisory committee vacancies through GovDelivery, word of mouth by advisory committee members, staff, and the board, the vacancies and application was promoted through an email listserv reaching numerous diverse organizations and networks. The recruitment process utilized the county's social media accounts and website. This extended promotion process is a step towards better outreach to more racially diverse and underrepresented voices that are often missed. Furthermore, the application for these vacancies was updated to focus more on the lived experiences and knowledge and skills a resident may bring along with an optional section to insert demographics to ensure we are reaching new and diverse candidates.

### Community Participation Level and Impact

Participation by and input from community members appointed to advisory groups helps to shape and improve programs and services for the community, share information and increase the level of understanding through discussion, dialogue, and engagement.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

In 2022, Ramsey County began offering compensation for residents serving on formal advisory boards. Members of the Parks and Recreation Commission had an opportunity to opt-in for a monthly \$25 gift card attendance compensation. Advisory board compensation comes from the Community Engagement Fund.

**Last Previous Action**

On September 5, 2023, the Ramsey County Board of Commissioners appointed Linda Duck and Reier Erickson to the Parks and Recreation Commission for a term ending June 4, 2026 (Resolution B2023-141).

**Attachments**

1. Parks and Recreation Commission Membership Roster

# Parks and Recreation Commission

## Board Roster

□ **Brian Tempas**

**5th Term** Jun 02, 2021 - Jun 01, 2024

**Appointing Resolution** B2021-118

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□ **Gregory Williams**

**1st Term** Jun 02, 2021 - Jun 01, 2024

**Appointing Resolution** B2021-118

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□ **Snowdon Herr**

**1st Term** Jun 02, 2021 - Jun 02, 2024

**Appointing Resolution** B2021-118

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□ **Mary Grams Basnight**

**1st Term** Oct 25, 2022 - May 31, 2025

**Appointing Resolution** 2022-245

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□ **Tamara D Mattison**

**1st Term** Jul 12, 2022 - Jun 01, 2025

**Appointing Resolution** B2022-171

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□ **Jordan Nelson**

**2nd Term** Jul 12, 2022 - Jun 01, 2025

**Appointing Resolution** B2022-171

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□ **Reier Erickson**

**1st Term** Sep 05, 2023 - Jun 04, 2026

**Appointing Resolution** B2023-141

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□

**Linda Duck**

**1st Term** Sep 05, 2023 - Jun 04, 2026

**Appointing Resolution** B2023-141

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□

**Mike Sachi**

**1st Term** Jun 06, 2023 - Jun 04, 2026

**Appointing Resolution** B2023-083

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2024-142

**Meeting Date:** 5/7/2024

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**Sponsor:** Community & Economic Development

**Title**

Certification of Property Assessed Clean Energy Charges for Energy Improvements

**Recommendation**

1. Request the County Auditor to remove previous and current assessment and payments on the following property:  
Owner: HFS 428, LLC  
Property Address: 428 Minnesota Street, Saint Paul, MN 55101  
PIN: 31-29-22-43-1573
2. Request the County Auditor to apply previous and current assessment of PIN 31-29-22-43-1573 on the following property:  
Owner: HFS 428, LLC  
Property Address: 95 7<sup>th</sup> Place East, Saint Paul, MN 55101  
PIN: 31-29-22-43-1572
3. Request the County Auditor to extend the proposed special assessment plus interest on the following property:  
Owner: HFS 428, LLC  
Property Address: 95 7<sup>th</sup> Place East, Saint Paul, MN 55101  
PIN: 31-29-22-43-1572  
Project Type: Energy efficient management system  
Assessment Request: \$733,683.50  
Interest Rate: 4.25%  
Interest Starts Accruing: 01/01/2025  
Finance Period: 8 years  
Such assessments shall be payable in equal annual principal and interest installments extending over the term of the special assessment. The first of the installments shall be payable with general property taxes in 2024, and shall bear interest at the rates per annum and interest start date stated above, and to the first installment shall be added interest on the entire assessment from the interest start date until December 31 of the tax payable year to which the first installment will be extended, and to each subsequent installment, when due, shall be added interest for one year on all unpaid installments and to each installment shall also be added the special assessment administration fee required by Minnesota Statutes section 429.061, subd. 5.
4. Direct the Chief Clerk to send a certified copy of this Resolution to the County Auditor to extend the assessment for PIN 31-29-22-43-1572 on the property tax lists of the county.

**Background and Rationale**

On November 24, 2015, the Ramsey County Board of Commissioners approved an agreement with the Saint Paul Port Authority (SPPA) for the administration and implementation of Property Assessed Clean Energy Program of Minnesota (PACE OF MN) on behalf of county for energy improvements to eligible properties and providing for the imposition of special assessments as needed in connection with the program (Resolution B2015-355).

Per Minnesota Statutes, Section 429.061, the Ramsey County Board is required to adopt by resolution each assessment. This action is the 20th certification of PACE OF MN special assessments; the first was completed December 22, 2015. With these special assessments, property owners have invested over \$46.9 million in energy improvements.

On December 20, 2022, the Ramsey County Board of Commissioners requested the County Auditor to extend a special assessment on the following property:

Owner: HFS 428, LLC  
Property Address: 428 Minnesota Street, Saint Paul, MN 55101  
PIN: 31-29-22-43-1573  
Project Type: Energy efficient management system  
Assessment Request: \$882,000.00  
Interest Rate: 4.25%  
Interest Starts Accruing: 01/01/2023  
Finance Period: 10 years

SPPA discovered that the initial original request and resolution inadvertently listed the wrong parcel number. SPPA, on behalf of the property owner, is requesting:

1. A removal of the existing and current assessment on PIN 31-29-22-43-1573.
2. To apply the previous and current assessment of PIN 31-29-22-43-1573 on PIN 31-29-22-43-1572.
3. To apply special assessments and collect repayment on property tax bills on behalf of the SPPA on the following property:

Owner: HFS 428, LLC  
Property Address: 95 7<sup>th</sup> Place East, Saint Paul, MN 55101  
PIN: 31-29-22-43-1572  
Project Type: Energy efficient management system  
Assessment Request: \$733,683.50  
Interest Rate: 4.25%  
Interest Starts Accruing: 01/01/2025  
Finance Period: 8 years

The owner of any property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property. An owner may at any time thereafter, pay to the County Auditor the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made. Such payment must be made before November 15 or interest will be charged through December 31 of the succeeding year.

#### PACE OF MN Process/Eligibility/Requirements

Commercial and industrial businesses, non-profits (including religious institutions), and owners of multi-family housing are eligible for PACE OF MN. Approved projects are eligible for 100% financing from SPPA and other non-county sources and the repayment schedule is structured to have an immediate positive cash flow.

Interest rates vary depending on the length of the financing term and include SPPA processing charges. Interested applicants for the PACE OF MN program connect with the SPPA. Applicants are required to be the legal owner of the property and all of the legal owners of the property must agree to participate. The interested property owner must be current on any existing mortgage and the property owner must not have defaulted on the mortgage. Property must not be subject to any involuntary liens or judgments, not be delinquent on property taxes and the property owner must not be in bankruptcy. SPPA performs a thorough credit analysis and applications are approved by the SPPA's Credit Committee prior to the SPPA submitting an assessment request to the county.



Following review by SPPA, SPPA requests the county apply a special assessment and collect repayment on property tax bills on behalf of the SPPA. Loan payments for PACE OF MN projects cannot exceed the greater of 20% of the property’s assessed value as determined by the County Assessor or 20% of an appraised value that has been accepted or approved by the mortgage lender. The second clause allows PACE assessments to be applied to new construction where the value increase has not yet been realized from a property tax perspective. The assessment stays with the property in the event of a sale. The special assessment becomes a lien against the property at the point that it is extended to the tax rolls. If not timely paid, the special assessment would accrue penalties and interest as with other delinquent taxes and is subject to tax forfeiture.

Unpaid assessments become a lien on the property like any other special assessment or unpaid property taxes.

**County Goals** (Check those advanced by Action)

- Well-being       Prosperity       Opportunity       Accountability

**Racial Equity Impact**

The Community and Economic Development (CED) department is exploring ways to understand the racial equity impact of this program. To date, the utilization of this program has varied from larger, well capitalized property owners and developers to religious institutions and non-profit organizations.

CED is currently completing an economic analysis and will be analyzing current and possible future business and redevelopment programming as part of the Economic Competitiveness and Inclusion Vision Plan. Ramsey County strives to ensure the program availability is fair and equitable. PACE special assessments are self-imposed by a property owner and can provide property owners with a way to finance energy efficiency improvements.

**Community Participation Level and Impact**

The Saint Paul Authority, PACE administrator for Ramsey County, engages businesses directly or through other economic development partners in increasing awareness of this program. The community is also informed of the availability of this program through the county’s website at:

[www.ramseycounty.us/businesses/property-development/property-development-programs/property-assessed-clean-energy-program-pace](http://www.ramseycounty.us/businesses/property-development/property-development-programs/property-assessed-clean-energy-program-pace) <<http://www.ramseycounty.us/businesses/property-development/property-development-programs/property-assessed-clean-energy-program-pace>>

- Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

The processing of loan applications to participate in the PACE OF MN program is the responsibility of the SPPA, with loan repayments being the responsibility of the property owner. Support services are provided by existing staff from Community and Economic Development and Property Tax, Records and Election Services and included in the biennial operating budget.

**Last Previous Action**

On December 20, 2022, the Ramsey County Board approved a Certification of Property Assessed Clean Energy charges for energy improvements on HFS 428, LLC in the amount of \$882,000 (Resolution B2022-299).

**Attachments**

- 1. Request Letter from St. Paul Port Authority
- 2. PACE of MN Project and Assessment Tracking Sheet

April 4, 2024

Peiyu Phua  
Ramsey County  
Community and Economic Development  
15 West Kellogg Boulevard, 210 Courthouse  
Saint Paul, MN 55102

Dear Peiyu:

Resolution B2022-299 approved a Property Assessed Clean Energy (PACE) loan for HSF 428LLC. HSF 428LLC, also known as Golden Rule, has two parcels. The initial request and resolution inadvertently listed the wrong parcel number. The property owner has contacted the Saint Paul Port Authority and is requesting the Ramsey County Board remove the assessment placed on 31.29.22.43.1573 and place it on 31.29.22.43.1572.

We are requesting that your Board consider this assessment be shifted to the correct PID. Please let me know if you have any questions and if there is additional information you need to review and approve this request.

Thank you,

Holly Huston  
Vice President - Finance





**Property Assessed Clean Energy - PACE OF MN**  
Project/Assessment Tracking Sheet

\$ 46,741,759.50

PIN	Owner	Address	City	Zip	Assessment Date	Resolution #	Amount	Term (Years)	Interest Rate	Accural Date	Improvements	Commissioner District	Property Tax Statement
14-29-22-44-0007	Carol M Acosta DBA Playschool Childcare, Inc.	1709 McKnight Road	Maplewood	55109	12/22/15	82015-410	\$ 75,000.00	10	4.50%	1/1/2016	20KW Photovoltaic Solar System	7	<a href="#">Link</a>
29-29-22-14-0182	Richard J F Kramer & Rosemary A Kramer DBA JFK Media Associates, Inc.	965 Arcade St	Saint Paul	55106	12/22/15	82015-410	\$ 30,000.00	10	4.50%	1/1/2016	12KW Photovoltaic Solar System	6	<a href="#">Link</a>
36-29-23-11-0003	Jade Holdings LLC DBA J&J Distributing	653 Rice St.	Saint Paul	55103	12/22/15	82015-410	\$ 11,000.00	10	4.50%	1/1/2016	HVAC, lighting and controls	3	<a href="#">Link</a>
\$ 467,000.00													
\$ 54,000.00													
\$ 88,000.00													
06-28-22-11-0017	First Bank Building LLC	332 Minnesota St	Saint Paul	55101	5/24/16	82016-144	\$ 5,000,000.00	20	5.52%	5/24/2016	HVAC; energy upgrades	5	
13-29-22-44-0004	Tubman	2675 Larpenteur Ave E	Saint Paul	55109	5/24/16	82016-144	<del>\$ 46,000.00</del>	10	4.00%	6/1/2016	40 kw solar installations; energy upgrades	7	
						<b>Modified 82017-098</b>	<b>\$ 30,000.00</b>						
06-28-22-11-0005	375 Jackson Courtly LLC & 375 Jackson Willow, LLC	375 Jackson St #700w	Saint Paul	55101	6/21/16	82016-167	\$ 672,000.00	20	5.47%	6/21/2016	HVAC; energy upgrades	5	
\$ 728,000.00													
06-28-22-12-0119	US Bank Centre LLC	101 5th St E	Saint Paul	55101	6/21/16	82016-167	\$ 3,820,000.00	20	5.47%	6/21/2016	HVAC; energy upgrades	5	
29-29-22-13-0183	990 Payne Ave, LLC	990 Payne Ave	Saint Paul	55130	7/1/17	82017-159	\$ 70,000.00	10	4.50%	7/1/2017	Energy efficiency	6	
20-30-23-33-0030	United Church of Christ	1000 Long Lake Road	New Brighton	55112	7/1/17	82017-159	\$ 85,100.00	10	4.50%	7/1/2017	23.04 kw solar installation	2	
18-30-23-34-0077	Atonement Lutheran Church	1980 Silver Lake Road NW	New Brighton	55112	7/1/17	82017-159	\$ 115,000.00	10	4.50%	7/1/2017	40 kw solar installation	2	
27-29-23-13-0051	Atrium, LLC	1295 Bandana Blvd	Saint Paul	55108	11/7/17	82017-278	\$ 120,000.00	10	4.50%	11/7/2018	Direct digital control system installation	3	
31-29-22-14-0048	Positively 2nd St., LLC	628 Pine St	Saint Paul	55130	11/7/17	82017-278	\$ 52,000.00	10	4.50%	11/7/2018	Building retrofitting	5	
29-29-23-13-0058	Endicott, LLC	2325 Endicott St	Saint Paul	55114	11/7/17	82017-278	\$ 390,000.00	10	4.50%	1/1/2018	152 kW rooftop solar installation	4	
29-29-23-34-0027	Midway Commerical Building	2512 University Ave W	Saint Paul	55114	12/18/2018	82018-351	\$ 74,000.00	10	4.50%	4/1/2018	Boiler	4	
27-29-23-24-0250	Energy Park, LLC	1360 Energy Park Drive	Saint Paul	55114	12/18/2018	82018-351	\$ 275,000.00	10	4.50%	4/1/2018	HVAC; energy upgrades	3	
28-29-23-13-0008	MVP Real Estate, LLC	1771 Energy Park Drive	Saint Paul	55114	12/18/2018	82018-351	\$ 145,928.00	10	4.50%	4/1/2018	40 kW rooftop solar installation	4	
04-28-22-12-0037	Cerenity Marian of St. Paul, LLC	200 Earl St	Saint Paul	55114	12/18/2018	82018-351	\$ 1,385,000.00	10	4.50%	4/1/2018	HVAC, Boiler and Chiller	5	
29-30-23-21-0121	Hossein A. Jalali	991 9th Ave NW	New Brighton	55112	12/18/2018	82018-351	\$ 55,000.00	10	4.50%	4/1/2018	20-kw Solar Installation	2	
09-29-23-43-0002	Rosewood Office Plaza, LLC	1711 County Road B W	Roseville	55113	12/18/2018	82018-351	\$ 130,000.00	10	4.50%	4/1/2018	HVAC; energy upgrades	2	
01-28-23-12-0287	YWCA of St. Paul	375 Selby Ave	Saint Paul	55102	12/18/2018	82018-351	\$ 245,000.00	10	4.50%	9/1/2018	HVAC; energy upgrades	4	
29-29-23-42-0086	Precision Coatings, Inc.	2309 Wycliff St	Saint Paul	55114	12/18/2018	82018-351	\$ 250,000.00	10	4.50%	4/1/2018	HVAC; energy upgrades	4	
31-29-22-34-0203	Rebound Exchange, LLC	26 Exchange St E	Saint Paul	55101	12/18/2018	82018-351	\$ 393,880.00	10	5.00%	1/1/2019	Energy efficiency	5	
09-29-23-22-0015	Roseville Office Plaza, LLC	1970 Oakcrest Ave	Roseville	55113	12/18/2018	82018-351	\$ 221,000.00	10	5.00%	1/1/2019	HVAC; energy upgrades	2	
27-29-22-23-0077	Prosperity Properties, LLC	958 Prosperity Ave	Saint Paul	55106	12/18/2018	82018-351	\$ 233,000.00	10	5.00%	1/1/2019	93 kW Solar Array	6	
09-29-22-14-0010	Koobmoo Funeral Chapel, Inc.	1259 Gervais Ave E	Maplewood	55109	12/18/2018	82018-351	\$ 109,000.00	10	5.00%	1/1/2019	40-kW solar array	7	
20-29-22-44-0168	Koobmoo Funeral Chapel, Inc.	1235 Arcade St	Saint Paul	55106	12/18/2018	82018-351	\$ 84,000.00	10	5.00%	1/1/2019	30-kW solar array	6	
05-28-22-42-0013		276 Chester St					\$ 39,204.55						
05-28-22-43-0029		296 Chester St					\$ 36,922.07						



**Property Assessed Clean Energy - PACE OF MN**  
Project/Assessment Tracking Sheet

\$ 46,741,759.50

PIN	Owner	Address	City	Zip	Assessment Date	Resolution #	Amount	Term (Years)	Interest Rate	Accural Date	Improvements	Commissioner District	Property Tax Statement
05-28-22-43-0030	RBP Realty, LLC	314 Chester St	Saint Paul	55107	12/18/2018	B2018-351	\$ 17,922.08	10	5.00%	1/1/2019	HVAC; energy upgrades	5	
05-28-22-43-0031		334 Chester St					\$ 114,253.25						
05-28-22-43-0016		264 Lafayette Frontage Road E					\$ 155,698.05						
01-30-22-22-0019	PRC-WBMS, LLC	2310 Leibel St	White Bear Township	55110	5/14/2019	B2019-117	\$ 87,000.00	10	6.00%	1/1/2020	Solar Installation	1	
06-28-22-12-0060	St Paul Building LLC	359 Wabasha St	Saint Paul	55107	10/1/2019	B2019-226	\$ 315,000.00	20	6.95%	1/1/2020	New cooling tower, building automation, and lighting upgrades	5	
12-29-23-22-0006	Roseville Senior Living LLC	2600 Dale Street N	Roseville	55113	11/5/2019	B2019-248	\$ 3,850,000.00	20	6.65%	1/1/2021	HE roof and wall insulation, Energy Star windows, HE magic paks, HE air units, Energy Star water heaters, LED lights, HE appliances, etc.	2	
08-28-22-22-0064	CIJ Holding LLC	429 Wabasha St S	Saint Paul	55107	12/17/2019	B2019-314	\$ 58,500.00	10	5.00%	6/1/2019	Solar array	5	
06-28-22-43-0042	DPN Properties LLC	120 W Plato Blvd	Saint Paul	55107	12/17/2019	B2019-314	\$ 187,300.00	10		9/1/2019	LED lighting, boiler, wastewater heat exchange	5	
16-30-22-44-0025					12/17/2019	B2019-314	\$ 42,600.00						
16-30-22-44-0026	Dulayne Properties LLC	4760 White Bear Pkwy	White Bear Lake	55110	12/17/2019	B2019-314	\$ 34,700.00	10	5.00%	7/1/2019	Solar array	7	
16-30-22-44-0027					12/17/2019	B2019-314	\$ 34,700.00						
20-29-22-12-0089	Akamai LLC	613 Hoyt Ave	Saint Paul	55130	12/17/2019	B2019-314	\$ 60,000.00	10	5.00%	10/1/2019	Rooftop solar	6	
12-29-22-14-0078	NSP Post 39 American Legion	2678 East 7 <sup>th</sup> Ave	North Saint Paul	55109	12/17/2019	B2019-314	\$ 80,000.00	10	5.00%	6/1/2019	HVAC improvements	7	
28-29-23-11-0031					4/28/2020	B2020-090	\$ 2,435,777.00						
28-29-23-12-0006	3PL Holdings, LLC	1700 Wynne Ave	Saint Paul	55108	4/28/2020	B2020-090	\$ 22,220.00	10	4.15%	1/1/2021	Solar array	4	
28-29-23-12-0005					4/28/2020	B2020-090	\$ 79,280.00						
32-29-23-14-0005	Workshop Vandalia Owner, LLC	550 Vandalia St	Saint Paul	55108	6/16/2020	B2020-125	\$4,540,643	20	<del>5.75%</del>	10/15/2021	Roof replacement and insulation, HVAC equipment, LED lighting, building envelope, window replacement and glazing, and building insulation	4	
					<b>Amendment</b>	B2023-130			<b>6.15%</b>				
35-30-23-23-0043	Belle Enterprises, LLC	3434 Lexington Ave N	Shoreview	55126	11/24/2020	B2020-235	\$193,000.00	10	5.00%	3/1/2020	Solar array, HVAC upgrades	1	
35-29-23-32-0165	1000 University Ave Properties, LP	1000 University Ave	Saint Paul	55104	11/24/2020	B2020-235	\$260,000.00	10	5.00%	6/1/2020	Solar array	4	
06-28-22-12-0068	Port Arthur Development, LLC	24 East 4th St	Saint Paul	55101	11/24/2020	B2020-235	\$361,000.00	10	4.25%	10/1/2020	LED lighting and automation controls	5	
32-29-23-11-0043	Zone 5 Group, LLC	2161 University Ave W	Saint Paul	55114	12/22/2020	B2020-276	\$220,500.00	10	5.00%	1/1/2021	Solar array	4	
36-29-23-12-0224	293 Como, LLC	293 Como Ave	Saint Paul	55103	2/16/2021	B2021-039	\$188,000.00	20	6.34%	1/1/2022	Roofing upgrades	3	
34-29-23-34-0041	1457 Marshall LLC	1457 Marshall Ave	Saint Paul	55104	2/16/2021	B2021-039	\$380,000.00	20	6.34%	1/1/2022	Roofing upgrades and solar installation	4	
12-29-23-22-0006	Roseville Senior Living, LLC	2600 Dale Street N	Roseville	55113	5/18/21	B2021-110	\$ 5,500,000.00	20	6.13%	1/1/2022	Energy conservation measures in new construction	2	
07-28-22-14-0154	Michael Juraj	631 Stryker Ave	Saint Paul	55107	8/24/21	B2021-182	\$ 17,000.00	10	4.25%	1/1/2022	Purchase and installation of solar panels and related equipment for producing electricity for the building	5	
34-30-23-12-0010	Arden Hills RE, LLC	3565 Pine Tree Drive	Arden Hills	55112	9/21/21	B2021-202	<del>\$ 9,661,690.00</del>	20	<del>5.95%</del>	1/1/2024	Energy efficiency on new construction	1	
					<b>Amendment</b>	B2023-230	\$ 9,674,748.00		<b>5.87%</b>				
05-28-22-33-0059	Drake Building, LLC	60 Plato Blvd	Saint Paul	55107	11/2/21	B2021-606	\$ 440,000.00	10	4.25%	1/1/2022	Energy efficient HVAC	5	
27-29-22-23-0082	Hmong Village, LLC	1001 Johnson Pkwy	Saint Paul	55106	11/2/21	B2021-606	\$ 315,000.00	10	5.00%	1/1/2022	Lighting upgrade to LED	6	
31-29-22-42-1673	HFS 428, LLC	428 Minnesota St	Saint Paul	55101	12/13/22	B2022-299	\$ 882,000.00	10	4.25%	1/1/2023	Energy efficient management system	5	
31-29-22-43-1572					<b>Amendment</b>		\$ 733,683.50	8	4.25%				
06-28-22-43-0042	DPN Properties LLC	120 Plato Blvd W	Saint Paul	55107		B2023-130	\$ 300,000.00	10	6.00%	1/1/2024	Water and heat upgrades	5	
34-29-23-11-0220	St. Paul Properties, LLC	701 Lexington Pkwy N	Saint Paul	55104		B2023-190	\$ 336,200.00	10	5.00%	1/1/2024	Heating, cooling, lighting, roof and solar upgrades	4	



**Property Assessed Clean Energy - PACE OF MN**  
*Project/Assessment Tracking Sheet*

\$ 46,741,759.50

PIN	Owner	Address	City	Zip	Assessment Date	Resolution #	Amount	Term (Years)	Interest Rate	Accrual Date	Improvements	Commissioner District	Property Tax Statement
34-29-23-31-0029 34-29-23-31-0030	GA and J Properties LLC	1375 St Anthony Ave	Saint Paul	55104		B2024-032	\$ 34,000.00 \$ 189,000.00	10	7.00%	1/1/2025	Insulation, roof and solar upgrades	4	
<b>PROPOSED</b>													
<b>REMOVED</b>													
06-28-22-12-0033	St. Paul Wabasha Partners, LLC	386 Wabasha St N	Saint Paul	55102	2/16/2021	B2021-039	\$ 12,000,000.00	20	6.44%	1/1/2022	Energy efficiency improvements	5	
27-29-23-13-0040	MINCAM – Minnesota Cameroon Community – C/O Dr. Robert Tamukong	1020 Bandana Blvd W	Saint Paul	55108	5/24/16	B2016-144 <i>Removal B2017-040</i>	\$ 194,000.00	10	4.50%		Connection to Energy Park Utility Company's District Energy System	3	
27-29-23-13-0040	Minnesota Cameroon Community	1020 Bandana Blvd W	Saint Paul	55108	12/18/2018	B2018-351	\$ 250,000.00	10	5.00%	1/1/2019	Connection to Energy Park Utility Company's District Energy System	3	
31-29-22-44-0443 31-29-22-44-0894	NEA Galtier, LLC	380 Jackson St	Saint Paul	55101			\$ 2,007,922.00				HVAC, energy upgrades	1	

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2024-149

**Meeting Date:** 5/7/2024

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**Sponsor:** Sheriff's Office

**Title**

Request for Proposals for Communication Services for Individuals In-Custody

**Recommendation**

Authorize the issuance of Request for Proposals for communication services for individuals in-custody in accordance with the county's procurement policies and procedures, with direction to staff to return to the Ramsey County Board of Commissioners with a recommendation for selection of a contractor.

**Background and Rationale**

The Sheriff's Office operates the Adult Detention Center (ADC), commonly referred to as the Ramsey County jail, which is a 500-bed pre-trial facility providing safe and secure detention services to individuals following their arrest until a court disposition is reached. As required by law and to provide support for those who are housed in-custody, the Sheriff's Office offers a variety of services to individuals in-custody, including educational programming, chemical addiction classes, parenting classes, and religious services. Through the use of contractors, commissary, trust accounting, food service, telephone, and video visitation services are also provided.

On May 8, 2024, the Sheriff's Office plans to issue a Request for Proposals (RFP) for the ADC for comprehensive communication services for individuals in-custody. The RFP is seeking responses from qualified contractors to provide phone calling, video visitation, and tablet programming services. It is important to note that while in-custody at any detention or correctional facility in the state, individuals must be provided access to a telephone during admission and to "maintain contact with family members or significant others." Video visitation and tablets are optional services. Tablets are not currently utilized in the ADC and is a new service for expanding programming, education, and communication opportunities.

Historically, the county has charged fees for phone calling and video visitation services. However, consistent with the county's work to reduce and eliminate criminal fines and fees, phone calling and video visitation fees are in the process of being phased out. Under the resulting agreement, which is estimated to be executed in December 2024, service fees for phone calling and video visitation will no longer be charged.

The Sheriff's Office will return to the Ramsey County Board of Commissioners for approval of the resulting agreement following the county's procurement evaluation and selection process.

**County Goals** (Check those advanced by Action)

Well-being

Prosperity

Opportunity

Accountability

**Racial Equity Impact**

There is a disproportionate amount of people of color and individuals with mental illness involved in the criminal justice system. This action will help strengthen quality service delivery to individuals in-custody and their friends and family members, and the community.

**Community Participation Level and Impact**

Through the Bail Reform Work Group and other community engagement efforts by the county, community members have expressed a desire for free phone calling to maintain contact with their family members and friends while they are in-custody.

Inform       Consult       Involve       Collaborate       Empower

**Fiscal Impact**

The costs associated with providing free phone calling is being covered by State Public Safety Aid. Funding of \$1,600,000 has already been allocated for phone access and fee elimination at the Adult Detention Center. State public safety aid will also make up for loss revenue, which has covered the costs for individuals for clothing, hygiene items, linens, haircuts, and programming.

**Last Previous Action**

On February 27, 2024, the Ramsey County Board of Commissioners held a workshop “Adult Detention Center: Inmate Phone Access & Fee Reduction.”

On December 12, 2023, the Ramsey County Board of Commissioners held a workshop “Adult Detention Center: Staffing & Operations Update.”

On September 26, 2023, the Ramey County Board of Commissioners accepted the Legislative Public Safety Aid funds for Public Safety Programs and Initiatives in the amount of \$6,029,000 and approved \$1,600,000 for Adult Detention Center phone access and fee elimination (Resolution B2023-162).

On September 19, 2023, the Ramsey County Board of Commissioners held a Policy Discussion regarding the use of public safety state aid, which included an allocation for reducing or eliminating inmate phone calling fees.

On December 17, 2019, the Ramsey County Board of Commissioners approved the current agreement for phone calling services, which included service fee reductions.

**Attachments**

1. Request for Proposals



## Ramsey County Request for Proposals ("RFP")

**RFP #: SHRF0000022703**

### **RFP Title: Inmate Communication Services**

Ramsey County Cooperative Contract: Yes

Procurement Specialist Name:	<b>Steven Kensinger, Ph. D, CAPM</b>
Procurement Specialist Email:	<b>steven.kensinger@co.ramsey.mn.us</b>
Procurement Specialist Telephone:	<b>Please direct questions to email above.</b>
Procurement Specialist Fax:	<b>N/A</b>

Responses must be received by 2:00 p.m. Central time on June 27, 2024.

### **THIS IS A PRICE INQUIRY. THIS IS NOT AN ORDER.**

General Contract/Agreement Terms and Conditions governing this solicitation, including applicable insurance requirements, are included as a part of this document in Section 3. Ramsey County has no obligation to place an order as a result of this inquiry.

### **Solicitation Schedule**

Listed below is the solicitation schedule. Actions with specific dates and/or times must be completed as indicated. If Ramsey County needs to change any of the dates and/or times, an addendum will be posted to DemandStar.

RFP Released:	May 8, 2024
Pre Solicitation Response Conference:	9:00 am Central time, May 29, 2024
Pre Solicitation Response Conference Location:	Law Enforcement Center located at 425 Grove Street, Saint Paul, Minnesota 55101, classroom A, second floor.
Contractor Questions Due:	June 5, 2024 by 10:00 am central time
Addendum with Answers to Questions Issued:	June 12, 2024
Solicitation Responses Due:	June 27, 2024 by 2:00 pm central time
Notice of Interviews:	Week of July 15, 2024
Interviews:	Week of July 22, 2024
Notice of Intent to Award:	Week of July 29, 2024
Anticipated Contract Start Date:	December 18, 2024

### **Solicitation Description**

Inmate Communication Services for the Ramsey County Sheriff's Office.

### **Pre Solicitation Response Conference**

A non-mandatory pre solicitation response conference will be held at 9:00 am Central time, on May 29, 2024 at the Law Enforcement Center located at 425 Grove Street, Saint Paul, Minnesota 55101, classrooms A, second floor.

While attendance is not mandatory, it is strongly recommended that one (1) representative, but no more than two (2) representatives of the Contractor's team attend.

The conference will include a tour of the Adult Detention Center.

**All Contractor representatives shall confirm their attendance with Steven Kensinger via email at [steven.kensinger@co.ramsey.mn.us](mailto:steven.kensinger@co.ramsey.mn.us) no later than May 23, 2024 and submit the following information:**



- 1) **Full name**
- 2) **Date of birth**
- 3) **Name of company**
- 4) **Job title**

All Contractor representatives will be subject to a criminal history check prior to the tour of the Adult Detention Center.

**All Contractor representatives shall be required to complete and submit the General Authorization and Release form for a criminal history check to Steven Kensinger no later than May 23, 2024. The General Authorization and Release form will be distributed via email by Steven Kensinger once the contractor representative confirms their attendance for the tour.**

All Contractor representatives must sign-in to the conference with their driver's license or government issued identification card.

Free public parking is available in the front of the Law Enforcement Center, however, parking is very limited. Please allow yourself enough time to travel and park. Contractors should allow up to two (2) hours for the tour.

#### **Non-Disclosure Agreement**

All Contractor representatives shall be required to sign a Non-Disclosure Agreement (NDA) to tour the Adult Detention Center. Contractors who fail to confirm their attendance prior to the conference will be permitted to attend the pre-solicitation conference but not the tour of the Adult Detention Center.

. The purpose of the conference is to discuss the work to be performed, answer questions, clarify ambiguities and respond to general issues in order to establish a common basis for understanding all of the solicitation requirements. Individuals needing an interpreter or individuals with a disability needing accommodation should contact the Procurement Specialist identified above prior to the date set for the pre solicitation response conference so that a reasonable accommodation can be made.

## 1. Project Information

### 1.1. Purpose

Ramsey County (the "County"), through the Sheriff's Office Department, seeks proposal responses from contractors to establish a contract to provide inmate communication services ("System") at the Adult Detention Center ("Project") located at 425 Grove Street, Saint Paul, Minnesota, 55101.

The anticipated "go live" start date of the System is on or about December 18, 2024.

### 1.2. Background Information

#### A. Overview of Ramsey County

Located in the heart of the Twin Cities metropolitan area, Ramsey County communities – including the capitol city of Saint Paul – are nationally known as attractive, livable places rich in history, diversity and opportunity.

Ramsey County's 4,000+ employees provide a variety of public services to residents, businesses and visitors in the areas of Health and Wellness, Economic Growth and Community Investment, Safety and Justice, and Information and Public Records.

For more information, please visit: [www.ramseycounty.us](http://www.ramseycounty.us)

The County's Mission: A county of excellence working with you to enhance our quality of life.

#### B. Overview of Ramsey County Sheriff's Office

The Adult Detention Center (ADC), commonly referred to as "the county jail," is a pre-trial facility that houses individuals following an arrest until a court disposition is reached. The Adult Detention Center also holds individuals in-custody for probation/parole violations and on behalf of other government agencies as requested.

The Adult Detention Center opened in 2003, has 500 beds, serves over 20,000 inmates annually, and has an annual operating budget of nearly \$20 million. There are over 160 correctional and medical employees who work within the Adult Detention Center. In 2023, the average daily population was 386 inmates and the average length of stay was 10.3 days.

As required by law and to provide support for those who are housed in-custody, the Adult Detention Center offers a variety of services to inmates, including educational programming, chemical addiction classes, parenting classes, and religious services. Through use of contract vendors, inmate commissary, trust accounting, food service, telephone calling, and video visitation services are also provided.

#### C. Current Process/System

The current contractor to provide phone calling and video visitation services is Securus Technologies, Inc.

#### Phone Calling Services

In general, there are three primary functions of the phone calling system. The first is to provide outgoing phone service for inmates, allowing them to make calls to locations outside the facility, while the County retains the ability to prevent phone harassment and to receive timely and accurate records of outgoing calls. The second function is to enable staff to monitor, record, and track inmate conversations. The third is to provide free, non-recorded calls for privileged communications, such as those conversations with legal representatives.

Video Visitation Services

The existing system provides inmates housed in the Adult Detention Center the opportunity to receive social and professional legal visits both in-house and remotely off-site from a home or office. In-house visits are facilitated using a video monitor and handset on both the visitor and inmate ends. The inmates can see and hear the visitor with a good deal of privacy but does not leave the housing unit. The remotely off-site at home or office visits are currently facilitated by a video monitor and handset located in the inmate housing unit and a telephone or computer owned by the visitor. The Adult Detention Center’s current visitation system has a total of 15 public viewing stations and a total of 29 inmate viewing stations.

For reference, 12 months of *Phone Calling and Video Visitation Usage Reports* provided by the current contractor, Securus Technologies, Inc., is attached hereto and made a part of this RFP as **Attachment A**.

These contracts are expiring and per county policies and procedures, a new competitive solicitation process must be completed.

Tablet Services

Tablets are not currently implemented in the Adult Detention Center. This is a new service that the county is interested in utilizing for programming, education, entertainment, and communication.

**1.3. Scope of Services**

The Contractor shall:

**A. General**

The Contractor shall provide for all supplies, equipment, materials, labor, and services necessary or incidental for the installation, maintenance, repair, replacement, and operation of inmate phone calling services, video visitation services with the capability for both in-house and remote video visitation via the internet from a visitor’s home or other off-site location, and tablet services. This includes Contractor provision of a secure, separate network, which is not part of the County managed network and/or internet for the System, which includes build, installation and ongoing maintenance of the Contractor provided network and/or internet. In the event that the System hardware or software is removed, in whole or in part, during or at the completion of the contract term, the Contractor shall pay all expenses associated directly or indirectly with the removal of the System hardware and software.

**B. County Roles and Responsibilities**

The County will provide a staff member who will serve as the contact for project management. Access to subject matter experts will be provided as determined necessary by the department contact. Except as identified herein, the Contractor will provide all Project personnel, software, materials and Project Services.

**C. Ramsey County Secure Technology Solutions**

As a government entity Ramsey County has a responsibility to ensure safe and secure technology solutions. To accomplish this, we expect our Contractors to use industry best practices for security and compliance controls. Therefore, contractors must:

- 1) Agree and represent that it currently maintains information data and content protection practices and procedures (“Security Program”) that complies with industry best practice and applicable privacy laws.
- 2) Demonstrate compliance with industry best practice Critical Security Controls. (Please see link) Methods to demonstrate this are via an SSAE 18, SOC 2 report, externally certified report, etc. for your company and all sub-tier suppliers, as applicable.

3) Undergo an annual vulnerability assessment (internal and external) via an independent third party.

4) Demonstrate adherence to an industry standard continuous monitoring program which includes real time monitoring, logging, timely review and remediation of events. The monitoring program will support a defined incident management policies and procedures that is aligned with industry best practices.

Contractor must complete the *Ramsey County Secure Technology Solutions Attachment B* and return it and evidence of compliance with their proposal.

**PLEASE NOTE:** Contractors that do not fully complete **Attachment B** and provide evidence of compliance, their proposal will be deemed NON-RESPONSIVE and their proposal will not be considered.

**D. Technical Questionnaire**

Contractor must answer each question completely and provide all information required in the *Ramsey County Technology Questionnaire* attached hereto and made a part of this RFP as **Attachment C**.

**E. Ramsey County Security Exhibits.**

The Contractor and Contractor’s system will comply with the *County’s Hosting Security Exhibit* attached as **Attachment D** and the *County’s Information Security Exhibit* attached as **Attachment E**.

**PLEASE NOTE:** Any exceptions to the Exhibits or Contract Terms noted in Section 2.5.9 of this solicitation document must be submitted by the Contractor as part of their proposal response on company letterhead. Contractor must include contract term and reference with their alternative language. The County has no obligation to accept or agree to any such exceptions requested by the Contractor in the resulting Agreement. If the Contractor does not have any exceptions, a statement must be provided on company letterhead. If contractor does not include any documentation, this will indicate that there are no exceptions.

**F. System Features**

The mandatory and preferred features and system requirements for the desired System are set forth in the *Phone Calling System Requirements and Questionnaire*, *Video Visitation System Requirements and Questionnaire*, and *Tablet System Requirements and Questionnaire* are attached hereto and made a part of this RFP as **Attachment F**, **Attachment G**, and **Attachment H**.

**PLEASE NOTE:** Contractors must complete and submit **Attachment F, G, and H** with their proposal response. The resulting contract will be awarded to one (1) contractor that provides all three: phone calling, video visitation, and tablet services. The county will not separate the services into separate resulting contracts.

**G. Commission Payment, Rate and Fee Information**

The Contractor shall disclose all commissions, revenues, rates, and fees that could be charged to the county, inmates, or public (all users) in their RFP response submittal. All cost information shall include, a minimum, the following details:

- Software
- License and subscriptions (include editable copies of licensing documents)
- Hardware
- Service Deliverables: Planning, Design, Development, Testing, Training, Deployment, Acceptance
- Maintenance and support
- Recurring annual costs

- Commission
- Revenue
- Rates
- Fees
- On-site and off-site video visitation visits
- Miscellaneous
- All other

Additionally, the Contractor shall confirm their understanding and agreement to the following items below in their RFP response submittal. The Contractor shall state how each will be achieved.

- 1) Services for on-site video visitation (general, legal, and others) shall be provided at no cost.
- 2) Off-site video visitation for legal visitation with the Courts and the Public Defender's Office shall be provided at no cost. Cost for all other attorneys and professional services shall be provided at a cost proposed in the Contractor's RFP response submittal and agreed upon in the resulting contract.
- 3) Contractor shall be required to handle all financial transactions from the utilization of off-site video visitation services and report all financial data to the County. County personnel shall also have access to reports.
- 4) Contractor shall distribute all revenue and commission according to the resulting contract.

The Contactor shall communicate all cost information in an open and transparent manner at all times.

#### **H. Project Services**

##### 1) Project Management

The Contractor shall implement the System in phases, where necessary, using a traditional project management approach. The Contractor shall provide project management services throughout the entire Project consistent with project management best practices, to ensure that the Project's goal is met and that deliverables are submitted and approved within the defined budget and timeline.

##### 2) Documentation

All documents including project plans, phase documentation, training materials and System documentation delivered to the County shall be provided in Microsoft Office formats; native formats where applicable and acceptable by the County. Copies may be printed by the County for its own internal use.

##### 3) Project Phases

###### Phase I – Planning

Within a mutually-agreed to time period after execution of the resulting Agreement with the County, the Contractor will organize and hold a Kick-Off Meeting, provide a high-level Project Schedule / Work Plan with key tasks, dates, milestones, deliverable descriptions and Contractor and County staffing requirements that are necessary to ensure a successful "go live" date.

Deliverables: Kick-Off Meeting, Project Schedule/Work Plan.

###### Phase II – Design

Design documents should consist of a Fit/Gap Analysis that describes any development or configuration that is needed to meet the requirements of the RFP as well as an Interface / Integration Plan and a Data Conversion / Migration plan.

Deliverables: Design documents that consist of a Fit / Gap Analysis that identify any development or configuration needed to the System, Interface/Integration Plan, and a Data Conversion / Migration plan.

#### Phase III – Development

This Phase shall cover configuration, customization (if required) and development of the System. During this Phase the Contractor shall develop all modifications from Phase II – Design and create all documentation listed below.

Deliverables: A fully developed and configured System ready for testing, test plan, training plan, implementation plan, operations and maintenance transition plan, system functionality documentation, and converted legacy data. All deliverables identified herein shall be delivered to the department prior to System testing.

#### Phase IV - System Testing and Acceptance

1) Upon determination by the Contractor that the System has been successfully installed in a test environment and all environments perform in accordance with the provisions of the resulting Agreement, including the System documentation, the County shall commence a mutually agreed to System Testing and Acceptance period (“Testing Period”).

2) The County will notify the Contractor of any defects or deficiencies identified during the Testing Period and the Contractor will correct the defects and deficiencies or present a plan acceptable to the County that addresses the deficiencies in a time period agreed to by the parties.

3) Upon resolution of all defects and deficiencies identified during the Testing Period, completion of training, and receipt of training and System materials and documentation, the County will provide written System Acceptance to the Contractor.

Deliverables: User Acceptance Test (usually completed by the County) completely developed and configured System installed in a Test Environment; Testing Defect Report with all defects showing fixed, passed and accepted by the County; updates to System Functionality and Training documentation; fully migrated, tested and accepted legacy system data.

#### Phase V – Training

After the Contractor certifies that the System is ready for use in a Production Environment and prior to “go live”, the Contractor shall provide County approved training both for system administrators and end users, approximately one hundred (165) in total. All training courses provided by the Contractor will be taught by experienced trainers. Training materials will be delivered to County before training begins. Training will be conducted by the Contractor. A Web-based environment will be provided for ongoing training for all licensed / administrative users.

The Contractor shall provide on-site “train the trainer” training sessions for managers on the use of the System. This training will at minimum include creating and managing accounts, managing/recording/downloading content, and other related topics as requested by the County. The Contractor shall provide ongoing training in the event of a significant software or hardware update as deemed necessary by the County. This will be at no cost to the County.

Deliverables: System administrator training, end user training, train the trainer training, online assistance along with training manuals.

#### Phase VI – Deployment

Upon receipt of County’s System Acceptance and upon completion of training and all other pre- deployment services, the Contractor will fully deploy the System in a production environment.

Deliverables: Successful deployment of the System in the production environment.

4) Deliverable Acceptance Process

All Deliverables identified in the resulting agreement will be subject to the following Deliverables Acceptance Process:

- a) When a Deliverable is submitted for review and acceptance, the County has ten (10) business days or a mutually agreed upon period to review the Deliverable and provide written notice to the Contractor of acceptance or of any defects or deficiencies in the Deliverable. The County may reject a Deliverable that does not meet the requirements of the resulting agreement. Written acceptance will be provided to the Contractor in the form of a *Notice of Acceptance* (“NOA”), a sample of which is attached hereto and made a part of this RFP as **Attachment I**. The Contractor shall have a period of ten (10) business days to correct the deficiency. If the Contractor fails to correct the deficiency within the time period, the County may treat the failure as “cause” for termination of the resulting agreement.
- b) Partial or incomplete Deliverables submitted for review will not be considered by the County unless the partial or incomplete submission has been requested by the County.

5) County Ownership

All right, title and interest to the System Deliverables created by Contractor under the resulting Agreement shall be owned by the County. Deliverables under the Project Services include but are not limited to: Project Documentation, Project Schedule/Work Plan, Interface/Integration Plan, System Test Plan, Training Plan, Implementation Plan, Operations & Maintenance Transition Plan, User Acceptance Test, System Documentation, County Training Plan and County Training Materials.

**I. Post-Deployment Training**

The Contractor shall make available annual refresher training and shall provide the County updated training materials whenever revised.

**J. Warranty**

- 1) The County requires a warranty beginning upon final deployment and System Acceptance that the System will operate in accordance with the provisions of the resulting Agreement and the System documentation. Warranty services shall be consistent with the requirements described in Section L. Support.
- 2) The Contractor must warrant that all warranty services shall be performed by qualified personnel with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services and that the Contractor will devote adequate resources to meet its obligations under the resulting agreement.
- 3) Contractor acknowledges that time is of the essence with respect to Contractor’s obligations under the resulting agreement and must agree that prompt and timely performance of all services and other Contractor obligations in accordance with the resulting agreement is strictly required.
- 4) During the term of the resulting Agreement, the Contractor warrants that all services will be performed with the highest standard of professional service, that all Deliverables will be free from defects or deficiencies, and that services and Deliverables will conform to all requirements of the Agreement. Nonconforming goods or services will be replaced, corrected or re-performed at the Contractor’s expense. Any services corrected or re-performed or Deliverables corrected will be covered by this warranty.
- 5) The Contractor must warrant that its System will not infringe any United States patent or copyright or violate any third-party trade secret and Contractor will indemnify and defend

Ramsey County against any award of damage and costs made against the Contractor by a final judgment of a court of competent jurisdiction.

6) The Contractor must warrant that as provided by Contractor, the System will not at any time during term of the resulting Agreement contain any: (a) virus, Trojan horse, worm, backdoor or other software or hardware devices that effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or (b) time bomb, drop dead device, or other software or hardware device designed to disable a computer automatically with the passage of time or under the control of any individual or organization, or otherwise deprive the County of its lawful right to use the System.

7) The Contractor must warrant that the System will be operational and available 99.5% of the time in any calendar month, including planned downtime, following System Acceptance. Contractors must agree to a service level credit for less than 99.5% availability, which will be specified and agreed to during contract negotiations and included in the resulting agreement. The County will also have the right to terminate services, without penalty and include the right for the County to recover costs from the Contractor associated with re-procurement of such terminated services.

#### **K. Maintenance Services**

1) The Contractor will provide all services, materials, equipment and personnel to maintain its system components that are located off-site, including all software and hardware, in full operating condition and keep it available for use in accordance with the provisions of the resulting agreement.

2) Routine System maintenance shall be conducted at times agreed to in advance by both parties and shall include but not be limited to periodic inspections, tests and adjustments. Contractor shall provide the County with a minimum of forty-eight (48) hour notice for non-service impacting maintenance. Contractor shall provide a minimum seven (7) days' notice for planned maintenance which will impact the County's availability to the System.

3) Software releases, updates and upgrades shall be provided on the general release of such releases, updates and upgrades and installed by the Contractor as agreed to by the parties at no additional charge. Contractor must warrant that no release, update or upgrade will have a material adverse effect on the functionality or operability of the System.

#### **L. Support**

1) During the term of the resulting agreement, the Contractor will provide software support (Example: 8:00AM – 5:00PM Central Time Monday - Friday, excluding County holidays). Said support shall include direct phone support, e-mail support or other channels as appropriate.

2) The system must be supported by a redundant backup site with seamless failover capabilities.

3) For critical issues, response to problems will be within fifteen minutes of initial contact and resolution will be within two (2) hours of initial contact. Critical issues are issues that affect the functionality or data of the System, do not have a workaround and prevent (department) from conducting daily business processes; non-critical bugs affect minor functionality or data and have an easy workaround.

4) The Contractor must provide support staff contact information, hours of operations and after hours support procedures. Such information must be published and be kept current.

5) The Contractor will not change its software support and hardware maintenance policies to adversely impact the County without providing the County at least twelve (12) months advance written notice.



6) The County reserves the right to require the Contractor to escrow its software source code at no cost to the County.

7) The Contractor shall provide technical support service on a 24 hour, 365 days per year basis for all critical and non- critical system failures.

System failures are defined as:

8) Critical issues are issues that affect the functionality or critical data of the system that do not have a work-around and prevent the county from conducting business practices. This is to include loss of connection to the contract network, facility wide outage to the video visiting kiosk, loss of ability to schedule, and collection of applicable rates and fees.

Non-critical issues affect minor functionality of system and have an easy work-around.

9) The Contractor shall provide a method to resolve critical system failures remotely within one (1) hour or employ a technician that can arrive at the facility within four (4) hours from the time the initial call or email to technical support is made.

10) The Contractor shall provide a method to resolve non-critical system failures within twenty-four (24) hours from the time the initial call or email to technical support is made.

11) The technical support solution offered by the Contractor must be approved by the Adult Detention Center administrator or designee. Should the solution offered by the Contractor be deemed unacceptable to the ADC administrator or designee, the Contractor must find another solution that is acceptable to the Adult Detention Center administrator or designee. Failure of the Contractor to find an acceptable solution to a technical problem may be cause for termination of the contract.

12) Any temporary solution shall not be used for more than forty-eight (48) consecutive hours unless approved by the Adult Detention Center administrator or designee.

13) Routine System maintenance shall be conducted at times agreed to in advance by the parties and shall include but not be limited to periodic inspections, tests and adjustments.

14) Failure by the Contractor to respond and resolve technical issues promptly and completely to the satisfaction of the County may be cause for termination of contract.

**M. Background Checks**

The Contractor shall comply with the following screening and security requirements:

1) All Contractor employees working on-site at the Adult Detention Center shall successfully pass a background check before first entering the facility. The background check will be conducted by and at the expense of the Ramsey County Sheriff's Office. Failure to comply may result in immediate termination of the resulting agreement. Any subcontractors, if authorized by the Sheriff's Office administrators or designee, must also pass a background check as described.

2) The Sheriff's Office administrator or designee shall have the sole right, at any time, to reject any such employee who it determines in its sole discretion poses a risk or potential risk to the security or operations of the Adult Detention Center.

3) All Contractor employees shall complete an orientation as defined by the Sheriff's Office administrator or designee. The Contractor and its employees will comply with all rules and regulations, policies and procedures, as well as any directives and/or orders by the Sheriff's Office administrators and staff. Any Contractor employee or subcontractor failing to comply with the aforementioned rules, regulations, policies, procedures, or directives may be escorted from the building and such action may be cause for termination of the agreement.

**N. County Roles and Responsibilities**

The County will provide a staff member(s) who will serve as the contact for project management. Access to County subject matter experts will be provided as determined necessary by the County.

**O. Post Award Pricing**

Pricing will not change during the first twelve (12) months after the commencement date of the contract. After the initial twelve (12) months, and annually thereafter on the anniversary of the contract, a price change request may be submitted to the County. All price change requests must be submitted in writing to the County forty-five (45) days prior to the date the requested changes will take effect and must be accompanied by appropriately documented market justification. Price changes will only be granted with written approval from the County. Any adjustments must be negotiated on an annual basis between the Contractor and the Adult Detention Center administrator or designee.

**P. Quality Control**

The Contractor shall comply with the following requirements to ensure quality goods and services are provided to the County:

- 1) The Contractor shall meet monthly in-person or via conference call with the Adult Detention Center administrator or designee to discuss the quality of service and to ensure that the Contractor is meeting their contractual obligations.
- 2) The Contractor shall meet monthly for no less than the first six (6) months of the contract and may be adjusted to quarterly meetings after the six (6) months at the discretion of the Adult Detention Center administrator or designee.
- 3) Failure of the Contractor to participate in these meetings may be cause for termination of contract.

**R. Reports**

- 1) The Contractor shall provide or make accessible reports to the County of revenue, fees, usage, and commission.
- 2) The County reserves the right to request additional reports as needed.

END OF SECTION 1.3 SCOPE OF SERVICES

**1.3.1.**

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.

**1.3.2.**

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.

**1.3.3.**

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.

## **1.4. Contractor Qualifications**

- 1) The Contractor shall have at least three (3) years of experience operating the System in a large scale (400 or more inmate population) detention facility.
- 2) The Contractor must have at least three (3) years of experience providing 24 hours per day, 365 days per year technical support for its users.
- 3) The Contractor shall have trained technicians to provide routine and emergency repair services 24 hours per day, 365 days per year.
- 4) The Contractor shall have the ability to supervise and monitor the System to ensure the satisfactory provision of services.
- 5) The Contractor shall provide all three system functional requirements: phone calling, video visitation, and tablet services.

## **1.5. Multiple Contractors**

Ramsey County reserves the right to contract with one or more Contractors based on the evaluation criteria stated in this solicitation.

## **1.6. Contract Term**

### **1.6.1.**

The term of the resulting Agreement is estimated to begin on December 18, 2024 and shall not exceed 5 years, including any renewal options.

#### **1.6.1.1.**

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

## **1.7. Costs**

### **1.7.1.**

The resulting contract fee shall be a rate setting contract.

### **1.7.2.**

The solicitation response shall include all costs for supplies, materials, equipment, labor, and expenses necessary to perform the Work.

### **1.7.3.**

The contractor is understood to have included in its response price any *applicable* State or Federal sales, excise or other tax on all materials, supplies and equipment that are to be utilized. Do not itemize tax separately.

## **1.8. Subcontractors**

Subcontractors may be used to perform work under the resulting contract.

## **1.9. Special Conditions**

### **1.9.1.**

The Contractor will be authorized to subcontract the installation and removal of the existing equipment. Additionally, at the completion of the life cycle of the contract, the Contractor will

also be authorized to subcontract for the removal of all related equipment. All use of subcontractors during the installation and removal process must be approved by the facility administrator or designee.

## **2. General Solicitation Standard Terms and Conditions**

### **2.1. Solicitation Process**

#### **2.1.1.**

The County will not provide compensation to the Contractor for any expenses incurred for solicitation response preparation.

#### **2.1.2.**

All communications during the solicitation process shall be directed to the Procurement Specialist as identified on the first page of this solicitation. Contractors shall not have contact with any other County employees, elected officials, community representatives, County consultants and/or other contractors associated with the solicitation at any time during the procurement process. Violation of this provision may disqualify the contractor from consideration.

#### **2.1.3.**

The County expressly reserves the right to amend or withdraw this solicitation at any time and to reject any or all responses, and to waive any informalities or irregularities in the responses as may be deemed in the best interest of the County.

### **2.2. Solicitation Questions**

All questions concerning this solicitation shall be submitted in writing to the Procurement Specialist at the email address listed on the first page of this solicitation document.

### **2.3. Solicitation Addenda**

Any solicitation changes, additions, alterations, corrections, or revisions shall be made in writing via an addendum within a reasonable time to allow prospective contractors to consider them in preparing their solicitation responses.

### **2.4. Collusion**

Contractors shall not enter into an agreement, participate in any collusion, or otherwise take any action in restraint of free competition in connection with this solicitation or any contract which may result from its acceptance, including actions involving other contractors, competitors, County employees, County consultants or County Board members. Evidence of such activity will result in rejection of the solicitation response.

### **2.5. Solicitation Response Content Checklist**

Contractors shall include the following forms and information in their solicitation responses. Responses, including all content listed below, should be a maximum of 150 pages.

#### **2.5.1.**

Completed Solicitation Response Form, attached.

#### **2.5.2.**

Completed Contractor Information and Reference Form, attached.

#### **2.5.3.**

Contractor's overall approach or solution.

**2.5.4.**

Resumes of key Project participants, including prior projects of similar size and scope for which the participants played the same or a similar role as proposed for the County's project.

**2.5.5.**

Breakdown of Project services by phases or tasks. For each phase or task listed, identify:

- Key Project staff to be involved and their roles and responsibilities
- Time commitment for each person
- Timeline
- Deliverables
- County responsibilities, if different from the description contained in the solicitation

**2.5.6.**

Any exceptions to the General Contract/Agreement Terms and Conditions must appear in the Contractor's proposal under a separate section titled "Exceptions", with proposed alternate language or deletions. The County has no obligation to accept or agree to any such exceptions requested by a Contractor. Even if there are no exceptions, a statement must be provided.

**2.5.7.**

Completed Lobbying Certification Form, attached.

**2.5.8.**

**OTHER DOCUMENTATION/INFORMATION:**

Contractors shall include the following information in their solicitation responses:

1) Commission Payment, Rate and Fee Information

Contractor shall disclose all commissions, revenues, rates and fees that could be charged to the county, inmates, or public (all users) as described in Scope of Services section G. Commission Payment, Rate and Fee Information.

2) Additionally, the Contractor shall confirm their understanding and agreement to the following items below in their RFP response submittal. The Contractor shall state how each will be achieved.

- a. Services for on-site video visitation (general, legal, and others) shall be provided at no cost.
- b. Off-site video visitation for legal visitation with the Courts and the Public Defender's Office shall be provided at no cost. Cost for all other attorneys and professional services shall be provided at a cost proposed in the Contractor's RFP response submittal and agreed upon in the resulting contract.
- c. Contractor shall be required to handle all financial transactions from the utilization of off-site video visitation services and report all financial data to the County. County personnel shall also have access to reports.
- d. Contractor shall distribute all revenue and commission according to the resulting contract.

3) Subcontractors

Contractor shall submit the name and address of subcontractors, resumes of key subcontractor staff involved and their roles and responsibilities.

**2.5.9.**

**CONTRACTOR ATTACHMENTS TO REVIEW AND/OR COMPLETE**

Contractors must review and/or complete and submit the following attachments:

1. Attachment A – Phone Calling and Video Visitation Usage Reports (REVIEW)
2. Attachment B - Ramsey County Secure Technology Solutions (COMPLETE AND SUBMIT)
3. Attachment C – Ramsey County Technology Questionnaire (COMPLETE AND SUBMIT)
4. Attachment D - Hosting Security Exhibit (REVIEW AND SUBMIT)
5. Attachment E – Information Security Exhibit (REVIEW AND SUBMIT)
6. Attachment F – Phone Calling System Requirements and Questionnaire (COMPLETE AND SUBMIT)
7. Attachment G – Video Visitation System Requirements and Questionnaire (COMPLETE AND SUBMIT)
8. Attachment H – Tablet System Requirements and Questionnaire (COMPLETE AND SUBMIT)
9. Attachment I - Notice of Acceptance (REVIEW)
10. Exhibit 1- Business Associate Agreement (REVIEW)

PLEASE NOTE THAT ATTACHMENTS IN THIS ARTICLE # 2.5.9 (1 - 10) ARE CONSIDERED ATTACHMENTS AS PER ARTICLE 2.5 AND NOT PART OF THE 150 PAGE MAXIMUM ALLOTTED FOR THE BODY OF CONTRACTOR'S RESPONSE DOCUMENT. WHEN SAVING THESE ATTACHMENTS, PLEASE SAVE IN EXCEL FORMAT; DO NOT CONVERT TO PDF.

**2.6. Response Submission**

Contractors must submit the solicitation response via email to the Procurement Specialist listed on the first page. Responses must be received no later than 2:00 p.m., Central time, on June 27, 2024. Faxed, delivered, and oral solicitation responses will not be considered.

**2.7. Solicitation Response**

**2.7.1.**

Upon submission, a solicitation response becomes the property of the County and will not be returned. The County retains the right to use any concept or idea presented in any solicitation response, whether or not that solicitation response is accepted. All information included in the submitted solicitation response will be classified in accordance with Minn. Stat. §13.591 governing data practices.

**2.7.2.**

The solicitation response shall remain valid for 120 days starting on the solicitation response due date.

**2.8. Conditioning Solicitation Responses Upon Other Awards Not Acceptable**

Solicitation responses conditioned upon receiving award of both this particular contract being solicited and another County contract shall be rejected.

## **2.9. Solicitation Response Mistakes**

### **2.9.1.**

A solicitation response may be withdrawn on written request of the Contractor prior to the solicitation due date and time. Negligence of the Contractor in preparing its response confers no right to withdraw the solicitation response after the solicitation due date and time. Prior to the due date and time, changes may be made, provided the change is initialed by the Contractor's agent. If the intent of the Contractor is not clearly identifiable, the interpretation most advantageous to the County will prevail.

### **2.9.2.**

Any solicitation response, withdrawal, or modification received after the solicitation due date and time shall be considered late and the solicitation response, withdrawal, or modification shall be rejected.

### **2.9.3.**

If the solicitation response includes a unit price calculation and the Contractor has made an error when calculating the extended price, the unit price shall be used for contract award.

## **2.10. Evaluation and Selection Process**

### **2.10.1. Creation of Evaluation Team**

The County shall create an Evaluation Team composed of scorers and contributors. The Evaluation Team scorers will consist of County employees, or community representatives who represent different backgrounds, experience, subject matter, and departments. The Evaluation Team contributors may consist of County employees, community representatives and County consultants. Contractors can only communicate with the County Procurement Specialist. Exceptions include interviews/demonstrations, site visits/e-visits or upon Notice of Intent to Award. Violation of this provision may disqualify the contractor from further consideration.

### **2.10.2.**

The Evaluation Team shall evaluate the written solicitation responses using the following Evaluation Criteria, with the identified maximum points values:

#### **Evaluation Criteria and Maximum Points Value**

40	Project Understanding and Approach
15	Commission, Rates, and Fees
30	Contractor and Key Personnel Qualifications (experience, training, technical, and professional ability)
15	Technical Support and Customer Service
100	Total Possible Points

### **2.10.3. Optional Contractor Interviews/Demonstrations**

#### **2.10.3.1.**

The County reserves the right to interview any or all proposers, or to require a demonstration at its discretion. The County is not responsible for any costs incurred by the proposer in preparing for or participating in an interview or demonstration.

**2.10.3.2.**

If interviews or demonstrations are required, Contractors selected shall be given enough time to make necessary preparations and travel arrangements. All Contractors interviewed shall be given the same amount of time for the interview.

**2.10.3.3.**

An additional 100 points are allocated to interviews and/or demonstrations. The department determines how the points are to be split between interview and demonstration, if both are conducted.

**2.10.4. Optional Site Visits/E-Site Visits**

**2.10.4.1.**

The County reserves the right to conduct site visits or e-site visits with any or all proposers. The County is not responsible for any costs incurred by the proposer in relation to a site visit or e-site visit.

**2.10.4.2.**

If site visits or e-site visits are required, Contractors selected shall be given enough time to make necessary preparations and arrangements. All Contractors selected shall be given the same amount of time for the site visit or e-site visit.

**2.10.4.3.**

An additional 100 points are allocated to site/e-site visits if conducted.

**2.10.4.4.**

Departments may choose to conduct a site visit at the proposers' premises or an e-site visit using video conferencing as long as the same type of visit is used for all proposers.

**2.11. Selection of Contractor**

The responsible and responsive contractor that scores the highest combined score for the evaluation response, interview/demonstration (if requested by the County), and the site visit/e-site visit (if requested by the County) will be issued a Notice of Intent to Award Letter.

**2.11.1.**

The County is not bound to accept the lowest cost.

**2.11.2.**

The County reserves the right to negotiate contract terms contemporaneously and /or subsequently with any number of Contractors as the County deems to be in its best interests.

**2.11.3.**

The County reserves the right to request any additional information at any stage of the solicitation process. Compliance shall be at the contractor's expense.

**2.12. Notice of Intent to Award**

The following must be submitted in response to a Notice of Intent to Award Letter within 10 business days:

**2.12.1.**

Taxpayer Identification Number and Certification, I.R.S. Form W-9



**2.12.2.**

All Contractors, with the exception of sole proprietors, shall be properly registered with the State of Minnesota prior to contract award. A Contractor whose main office is not in the State of Minnesota must register with the State of Minnesota as a foreign vendor.

**2.12.3.**

Certificate of Insurance (COI), upon request

**2.13. Public Notice**

The County uses DemandStar to release competitive solicitations and associated addenda. Subscription to DemandStar is free by following the [DemandStar Registration Instructions](#). Contractors may contact DemandStar directly by calling 206-940-0305 or email at [demandstar@demandstar.com](mailto:demandstar@demandstar.com). Solicitations shall be published in the County's official newspaper as required by state statute.

**2.14. Trade Secret Information**

**2.14.1. Trade Secret Information Caution**

Solicitation response data marked as, for example, "confidential" or "proprietary" or other similar designation, will not be considered by the County to be Trade Secret Information within the meaning of Minnesota Statutes Chapter 13 unless the data meet the criteria set forth in Section 13.37, subd. 1(b).

**2.14.2. No Contingency**

The solicitation response shall not be contingent on the County accepting the contractor's claim that certain data is Trade Secret Information within the meaning of Minnesota Statute Section 13.37, subd. 1(b).

**2.14.3. Trade Secret Designation**

In order to designate information as Trade Secret, the Contractor must request that certain provisions of the submitted solicitation response be treated as Trade Secret Information data using the attached Ramsey County Contractor Application for Designation of Trade Secret Information Form. Any request for access to the data will be handled in accordance with state law and the provisions of Ramsey County Policies and Procedures. If the form is left blank, states "NA", or is not signed, no information in the solicitation response will be considered Trade Secret.

**2.14.4. Trade Secret Information Review**

County review of data identified as Trade Secret Information will not occur unless and until such time as an appropriate request for the data is made by a third party.

**2.14.5. Notice of Request for Trade Secret Information**

If a request for data is made and any part of the solicitation response is identified as trade secret, the County will notify the responder with notice of the request for the Trade Secret Information.

**2.15. Only One Solicitation Response Received**

If only one solicitation response is received, an award may be made to the single Contractor if the County finds that the price submitted is fair and reasonable, and that either other Contractors had reasonable opportunity to respond, or there is not adequate time for re-solicitation.

### 3. Contracting for Equity

#### 3.1. 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.

#### 3.2. 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."*

#### 3.3. Equal Employment Opportunity and Civil Rights

##### 3.3.1.

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.

**3.3.2.**

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

**3.3.3.**

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:

**3.3.3.1.**

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

**3.3.3.2.**

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

**3.3.3.3.**

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.

**3.4. 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](mailto:askworkforcesolutions@ramseycounty.us) or by calling 651-266-9890.

#### **4. General Contract/Agreement Terms and Conditions**

##### **4.1. Contract Term and Schedule**

Services may not begin until the contract has been fully executed. An expired contract cannot be extended or renewed.

##### **4.2. Payment**

###### **4.2.1.**

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

###### **4.2.2.**

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

##### **4.3. Application for Payments**

###### **4.3.1.**

The Contractor shall submit an invoice upon completion of services.

###### **4.3.2.**

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

###### **4.3.3.**

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.

###### **4.3.4.**

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.

###### **4.3.5.**

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

###### **4.3.6.**

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.

#### **4.4. 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.

#### **4.5. Successors, Subcontracting and Assignment**

##### **4.5.1.**

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.

##### **4.5.2.**

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.

##### **4.5.3.**

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.

#### **4.6. Compliance With Legal Requirements**

##### **4.6.1.**

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.

##### **4.6.2.**

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.

#### **4.7. Data Practices**

##### **4.7.1.**

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.

##### **4.7.2.**

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.

## **4.8. Security**

### **4.8.1.**

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.

### **4.8.2.**

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.

### **4.8.3.**

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.

### **4.8.4.**

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.

### **4.8.5.**

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

## **4.9. Payment Card Industry (PCI) Compliance**

### **4.9.1.**

All Point of Interaction (POI) devices must meet the Payment Card Industry (PCI) PIN Transaction Security (PTS) requirements and be included in the PCI PIN transaction devices list. In order for these devices to transmit cardholder data on the Ramsey County network these devices must meet the PCI Point-To-Point Encryption (P2PE) standards.

## **4.10. HIPAA Compliance**

### **4.10.1.**

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, public law #104-191) and its amendments. The Contractor also agrees to comply with the HIPAA Privacy requirements, the HIPAA Standards for Electronic Transactions, the HIPAA Security requirements, the HIPAA Enforcement Rule, the HIPAA Breach Notification requirements, and any other applicable HIPAA laws, standards and requirements now or as they become law, including any future guidance issued by the Secretary of Health and Human Services.

## **4.11. 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.

## **4.12. Prison Rape Elimination Act (PREA)**

Contractor and staff will comply with the Prison Rape Elimination Act of 2003 (42 U.S.C. § 15601 *et seq.*), which establishes a zero-tolerance standard against sexual assault, and with all applicable PREA Standards including background checks, county policies related to PREA and county standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse with Facilities/Client Services owned, operated or contracted. Contractor acknowledges that, in addition to "self-monitoring requirements" the county will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and county PREA policies may result in termination of the Agreement.

## **4.13. Contractor's Insurance**

### **4.13.1.**

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.

### **4.13.2.**

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.

### **4.13.3.**

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.

#### **4.13.3.1.**

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.

#### **4.13.4. 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.

#### **4.13.5.**

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.

#### **4.13.6.**

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.

#### **4.13.7.**

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.

#### **4.13.8.**

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.



**4.13.9.**

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.

**4.13.10.**

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-.

**4.13.11.**

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.

**4.13.12.**

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.

**4.13.13.**

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

**4.14. 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.

**4.15. 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:** TBD

**Contractor:** TBD

**4.16. 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.

#### **4.17. 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.

#### **4.18. 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.

#### **4.19. 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.

#### **4.20. 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.

#### **4.21. 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.

#### **4.22. Termination**

##### **4.22.1.**

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.

##### **4.22.2.**

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.

**4.22.3.**

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.

**4.23. Interpretation of Agreement; Venue**

**4.23.1.**

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.

**4.23.2.**

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.

**4.24. 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.

**4.25. Infringement**

**4.25.1.**

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.

**4.25.2.**

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 enjoinderment 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.

#### **4.26. Ramsey County Cooperative Contract**

The resulting contract will be a Ramsey County Cooperative Contract available to all Ramsey County departments.

#### **4.27. Cooperative Purchasing**

Public entities that have a purchasing Joint Powers Agreement with Ramsey County may purchase under this Agreement after having received written permission from the Contractor. Such public entities shall execute their own contract directly with the Contractor. Ordering and payment shall be the sole responsibility of such public entity and in no manner shall be the obligation, liability or responsibility of the County.

#### **4.28. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

##### **4.28.1.**

Contracts and subcontracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

##### **4.28.2.**

Resulting contracts and subcontracts in excess of \$10,000 shall address termination for cause and for convenience by the non--Federal entity including the manner by which it will be effected and the basis for settlement.

##### **4.28.3.**

**Debarment and Suspension (Executive Orders 12549 and 12689)**--A contract award at any tier (see 2 CFR 180.220) shall not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

##### **4.28.4.**

**Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County or the Contractor shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

##### **4.28.5.**

**Byrd Anti--Lobbying Amendment (31 U.S.C. 1352)**--Contractors that apply or bid for an award exceeding \$100,000 shall provide the required Contractor Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreement form. Each tier certifies to the tier above that it will not and has not used Federal appropriated

funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non--Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non--Federal awardee, Ramsey County.

#### **4.29. 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.

#### **4.30. 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.

#### **4.31. 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.

### **5. Special Contract Terms and Conditions**

#### **5.1.**

##### **1) Payment Card Industry Compliance**

Contractor, and their merchant services provider, shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). Contractor shall provide a current copy of the attestation of compliance (AOC) and shall provide annually.

##### **2) Contractor's Personnel**

Contractor shall ensure that during the term of the Agreement, it has adequate staff of competent personnel to perform the services and provide the Deliverables set forth in the Agreement. The County may, at any time, request in writing, the withdrawal or replacement of any personnel assigned to an SOW and such request shall not be unreasonably refused by the Contractor. The Contractor shall not replace or withdraw any personnel assigned to the Agreement without prior written consent of the County.

##### **3) Fingerprinting and PREA Requirements**

a) The Contractor shall be subject to both fingerprinting and the Prison Rape Elimination Act (PREA) background process. PREA standards require that contracted employees, who may have contact with inmates in a facility or facilities, undergo a specific background process. Per 115.17 of the PREA Standards, a criminal background check, as well as an additional background check will need to be performed on any individuals from the contracted agency.

b) The County has electronic access to state and federal databases containing unencrypted and confidential Criminal Justice Information ("CJI"). These databases are managed by the Minnesota Bureau of Criminal Apprehension ("BCA") which requires that anyone who could have 'logical and physical access to CJI must submit to a fingerprint-based record check. This includes not only those who actually have authorization to access CJI from their desktop computers, but also includes those who receive the CJI for any reason and those who do not receive CJI but are or could be in the general physical proximity of those who do receive it. This includes both a Contractor's employees and sub-contractors. ("Covered Individuals").

Upon receipt of the background checks from either the BCA or the individual, the County will evaluate them to determine, in the County's sole discretion, whether the individual may provide services to the County pursuant to this Contract. The County may require Covered Individuals to submit to a BCA fingerprint-based record check every five years. The BCA should be requested to send the fingerprint cards and results to:

Administrator or designee of Detention Services  
Ramsey County Sheriff's Office  
Adult Detention Center  
425 Grove Street  
Saint Paul, Minnesota 55101

**3) Identity of Subcontractors**

The identity of all subcontractors who will work on the Project shall be disclosed in the Contractor's Proposal. If during the performance of the resulting Agreement, the Contractor intends to enter into any further subcontracts it shall only be with the prior written approval of the County, and subject to such conditions and provisions as the County may deem necessary.



RAMSEY COUNTY
SOLICITATION RESPONSE FORM

Solicitation Number: SHRF0000022703
Solicitation Title: Inmate Communication Services
The following shall be completed by the Contractor:
Contractor Company Name:
State the number of solicitation addenda received:
PLEASE READ THE FOLLOWING BEFORE COMPLETING THIS SOLICITATION RESPONSE FORM
The provisions of the solicitation document should be reviewed and understood before preparing a solicitation response. Unless the solicitation document provides otherwise, the solicitation response shall be the best price for all labor, equipment, materials and services for the project described in the solicitation document.

ACKNOWLEDGEMENT

By signing below, I certify that I understand, agree, and bind the Contractor to the provisions contained in the solicitation document for the above Solicitation Number, including the General Solicitation Terms and Conditions and the General Contract/Agreement Terms and Conditions and that I am authorized to submit this solicitation response on behalf of the Contractor.

COLLUSION

By signing below, I certify that this solicitation response has been prepared without any collusion with other contractors, competitors, County employees, County Consultants or County Board members and without taking any other action which will restrict competition or constitute fraud or collusion.

Name and Title of Authorized Contractor Representative:

Signature:

Date:

Solicitation Number: SHRF0000022703

Solicitation Title: Inmate Communication Services



## RAMSEY COUNTY

### COUNTY CONTRACTOR INFORMATION AND REFERENCE FORM

Ramsey County requires completion of this form for this solicitation. Failure to submit this completed form with the solicitation response may result in rejection of the Contractor's solicitation response.

#### Company Information:

1. Contractor Name:
2. Name of CEO or Company President:
3. Telephone Number:
4. Email Address:
5. Address:
6. City:
7. State:
8. Zip Code:
9. Is your company a Certified Small Business Enterprise?
10. If yes, what is your certification number?
11. Is your company a Veteran Small Business Enterprise?
12. If yes, what is your certification number?

#### Solicitation Response Contact:

1. Name:
2. Telephone Number:
3. Email Address:
4. Address:
5. City:
6. State:
7. Zip Code:



Reference Requirements: Provide a minimum of three (3) references for work completed within the last five (5) years that is similar to what is requested in this solicitation.

1. First Reference

- Company Name:
- Contact Name and Title:
- Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

2. Second Reference

- Company Name:
- Contact Name and Title:
- Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:

3. Third Reference

- Company Name:
- Contact Name and Title:
- Telephone Number:
- Email Address:
- Address:
- City:
- State:
- Zip Code:
- Description of Work Completed:



RAMSEY COUNTY

CONTRACTOR APPLICATION FOR DESIGNATION OF

TRADE SECRET INFORMATION FORM

Solicitation #SHRF0000022703
Solicitation Title: Inmate Communication Services

By submitting a solicitation response to the County, the contractor acknowledges receiving this form. If the form is left blank, states "NA", or is not signed, no information in the solicitation response will be considered Trade Secret.

The submitted solicitation response data includes Trade Secret Information that we, the contractor, believe to be classified as nonpublic (relating to a non-person) or private (relating to a person) information under §13.37 of the Minnesota Government Data Practices Act.

We are requesting that certain provisions of our submitted solicitation response as indicated below, be treated as Trade Secret Information data and that any request for access to the data be handled in accordance with state law and the provisions of Ramsey County Policies and Procedures. We agree to indemnify and hold Ramsey County harmless from any damages arising out of the release of any materials or data unless they are specifically identified on this Trade Secret Information Form.

Section

Page #

Topic

Classification Justification \_\_\_\_\_

We understand that a decision regarding this request will be made by Ramsey County. We agree to indemnify and hold Ramsey County, its agents and employees, harmless from any claims or causes of action relating to the County's withholding of data based upon reliance on the above representations including payment of all costs and attorney fees incurred by the County in defending such action.

We further understand that solicitation response data marked as, for example, "confidential" or "proprietary" or other similar designation, will not be considered by Ramsey County to be Trade Secret Information within the meaning of Minnesota Statutes Chapter 13 unless the data meet the criteria set forth in Section 13.37, subd. 1(b).

Company Name \_\_\_\_\_

Name and Title of Authorized Preparer \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



**Contractor Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned will require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name		Program	
Signature of Certifying Official	Print Name	Title	Date

Solicitation Number: SHRF0000022703  
Solicitation Title: Inmate Communication Services



**RAMSEY COUNTY**  
**NO SOLICITATION RESPONSE FORM**

**Ramsey County strives to conduct all solicitations in an open, fair, and transparent manner. If you have selected to not participate in this solicitation, the Procurement Office is asking you to complete this form and return it via e-mail to the appropriate Procurement Specialist.**

- 1. We did not feel we could be competitive.
- 2. Insufficient time to respond.
- 3. We did not have sufficient staffing to complete the solicitation response.
- 4. Other (350 character limit):

Contractor Name:  
Contact Name:  
Telephone Number:  
Email Address:  
Address:  
City:  
State:  
Zip Code:

Name and Title of Authorized Contractor Representative:

Signature:

Date:

Solicitation Number: SHRF0000022703

Solicitation Title: Inmate Communication Services

Securus Technologies, LLC.

COM-042 Call Commission Report - March, 2023 through February, 2024

RUN DATE: 4/19/2023 8:53:34 PM

Process Date: 4/4/2024 9:47:46 AM

Site: RAMSEY CO. LAW ENF. CENTER - MN

Contract ID: I-001186

**Prepaid Collect**

Orig. ANI	Local Revenue	Local Mins.	Local Calls	Intralata Revenue	Intra lata Mins.	Intra-lata Calls	Interlata Revenue	Inter lata Mins.	Inter-lata Calls	Interstate Revenue	Inter state Mins.	Inter-state Calls	Intralata/ Interstate Revenue	Intralata/ Interstate Mins.	Intralata/ Interstate Calls	Inter-national Revenue	Inter-national Mins.	Inter-national Calls	Total Revenue	Total Mins.	Total Calls	Commission
6122542983	\$59,758.05	398387	43684	\$4,712.70	31418	3260	\$2,618.55	17457	1919	\$9,977.40	66516	7609	\$0.00	0	0	\$0.00	0	0	\$77,066.70	513778	56472	\$48,552.02
<b>Total:</b>	\$59,758.05	398387	43684	\$4,712.70	31418	3260	\$2,618.55	17457	1919	\$9,977.40	66516	7609	\$0.00	0	0	\$0.00	0	0	\$77,066.70	513778	56472	\$48,552.02

**Securus Debit**

Orig. ANI	Local Revenue	Local Mins.	Local Calls	Intralata Revenue	Intra lata Mins.	Intra-lata Calls	Interlata Revenue	Inter lata Mins.	Inter-lata Calls	Interstate Revenue	Inter state Mins.	Inter-state Calls	Intralata/ Interstate Revenue	Intralata/ Interstate Mins.	Intralata/ Interstate Calls	Inter-national Revenue	Inter-national Mins.	Inter-national Calls	Total Revenue	Total Mins.	Total Calls	Commission
6122542983	\$135,753.60	905024	128728	\$12,759.45	85063	11379	\$6,226.05	41507	5987	\$20,021.70	133478	20643	\$0.00	0	0	\$474.32	3104	365	\$175,235.12	1168176	167102	\$110,398.12
<b>Total:</b>	\$135,753.60	905024	128728	\$12,759.45	85063	11379	\$6,226.05	41507	5987	\$20,021.70	133478	20643	\$0.00	0	0	\$474.32	3104	365	\$175,235.12	1168176	167102	\$110,398.12

**Direct Billed Collect**

Orig. ANI	Local Revenue	Local Mins.	Local Calls	Intralata Revenue	Intra lata Mins.	Intra-lata Calls	Interlata Revenue	Inter lata Mins.	Inter-lata Calls	Interstate Revenue	Inter state Mins.	Inter-state Calls	Intralata/ Interstate Revenue	Intralata/ Interstate Mins.	Intralata/ Interstate Calls	Inter-national Revenue	Inter-national Mins.	Inter-national Calls	Total Revenue	Total Mins.	Total Calls	Commission
6122542983	\$593.40	3956	1130	\$43.05	287	109	\$2.40	16	5	\$13.05	87	22	\$0.00	0	0	\$0.00	0	0	\$651.90	4346	1266	\$410.70
<b>Total:</b>	\$593.40	3956	1130	\$43.05	287	109	\$2.40	16	5	\$13.05	87	22	\$0.00	0	0	\$0.00	0	0	\$651.90	4346	1266	\$410.70

<b>Grand Total:</b>	\$18,492.75	123285	15689	\$2,086.65	13911	1704	\$750.15	5001	636	\$2,482.05	16547	2316	\$0.00	0	0	\$3.77	20	2	\$23,815.37	158764	20347	\$15,003.68
<b>Grand Total:</b>	\$16,693.95	111293	14611	\$1,422.15	9481	1173	\$1,210.80	8072	930	\$2,710.50	18070	2506	\$0.00	0	0	\$0.00	0	0	\$22,037.40	146916	19220	\$13,883.56
<b>Grand Total:</b>	\$15,561.30	103742	14028	\$1,471.80	9812	1271	\$559.80	3732	536	\$2,718.45	18123	2675	\$0.00	0	0	\$0.00	0	0	\$20,311.35	135409	18510	\$12,796.15

<b>Grand Total:</b>	\$14,971.95	99813	13483	\$1,249.35	8329	1062	\$463.20	3088	390	\$1,936.65	12911	2203	\$0.00	0	0	\$27.91	183	29	\$18,649.06	124324	17167	\$11,748.91
<b>Grand Total:</b>	\$15,411.30	102742	13568	\$929.55	6197	855	\$608.70	4058	587	\$1,866.75	12445	1997	\$0.00	0	0	\$38.04	249	46	\$18,854.34	125691	17053	\$11,878.23
<b>Grand Total:</b>	\$15,051.30	100342	13005	\$1,135.20	7568	971	\$513.30	3422	545	\$2,740.05	18267	2582	\$0.00	0	0	\$62.70	411	61	\$19,502.55	130010	17164	\$12,286.61
<b>Grand Total:</b>	\$14,228.70	94858	12139	\$633.90	4226	626	\$400.50	2670	376	\$2,213.85	14759	2062	\$0.00	0	0	\$58.34	383	42	\$17,535.29	116896	15245	\$11,047.23
<b>Grand Total:</b>	\$14,701.95	98013	13246	\$1,174.95	7833	969	\$556.35	3709	530	\$1,713.90	11426	1671	\$0.00	0	0	\$90.42	594	57	\$18,237.57	121575	16473	\$11,489.67
<b>Grand Total:</b>	\$14,977.20	99848	13612	\$1,524.45	10163	1186	\$675.00	4500	588	\$1,994.25	13295	1869	\$0.00	0	0	\$43.77	287	34	\$19,214.67	128093	17289	\$12,105.24
<b>Grand Total:</b>	\$18,731.10	124874	16334	\$2,079.90	13866	1731	\$1,054.20	7028	921	\$3,231.45	21543	2827	\$0.00	0	0	\$69.24	455	42	\$25,165.89	167766	21855	\$15,854.51
<b>Grand Total:</b>	\$19,790.70	131938	18061	\$1,825.50	12170	1597	\$1,182.30	7882	1015	\$2,876.55	19177	2494	\$0.00	0	0	\$64.97	422	42	\$25,740.02	171589	23209	\$16,216.22
<b>Grand Total:</b>	\$17,492.85	116619	15766	\$1,981.80	13212	1603	\$872.70	5818	857	\$3,527.70	23518	3072	\$0.00	0	0	\$15.16	100	10	\$23,890.21	159267	21308	\$15,050.83

**OTHER REVENUE**

Revenue Type	Orig. ANI	Items	Revenue	Commission
AIS VMail		1,066	\$2,121.34	\$0.00
Call Subscription		0	\$0.00	\$0.00
Coin-operated Pay Telephones			\$0.00	\$0.00
GTL Dialaround		0	\$0.00	\$0.00
Instant Pay - Pay Now		0		\$0.00
Instant Pay - Text2Connect		0		\$0.00
Legacy Operator Assistant		0	\$0.00	\$0.00
Outbound Voicemail (Interstate)		0	\$0.00	\$0.00
Outbound Voicemail (NonInterstate)		0	\$0.00	\$0.00
Securus Text Connect			\$0.00	\$0.00
SIM		0		\$0.00
Tablet - Accessories			\$0.00	\$0.00
Tablets		0	\$0.00	\$0.00
Video Connect		2,007	\$18,042.93	\$9,021.47
Video Connect Subscription		0	\$0.00	\$0.00
VMail		0	\$0.00	\$0.00
<b>Total:</b>			\$20,164.27	\$9,021.47

**MEDIA REVENUE**

Revenue Type	Orig. ANI	Items	Revenue	Commission
Media - Game Subscriptions		0	\$0.00	\$0.00
Media - Game Subscriptions - CDF		0	\$0.00	\$0.00
Media - Games - CDF		0	\$0.00	\$0.00
Media - Games - CDF		0	\$0.00	\$0.00
Media - Movies		0	\$0.00	\$0.00
Media - Movies - CDF		0	\$0.00	\$0.00
Media - Music		0	\$0.00	\$0.00
Media - Music Subscriptions		0	\$0.00	\$0.00
Media - Music Subscriptions - CDF		0	\$0.00	\$0.00
Media - Newsstand		0	\$0.00	\$0.00
Media - Newsstand - CDF		0	\$0.00	\$0.00
Media - TV Shows		0	\$0.00	\$0.00
Media - TVShows - CDF		0	\$0.00	\$0.00
		<b>Total:</b>	\$0.00	\$0.00

eMESSAGING	Stamps Used	Purchase Price of Stamp	Revenue	Commission
	0	\$0.00	\$0.00	\$0.00
	<b>Total:</b>	0	\$0.00	\$0.00

Total Revenue: \$273,117.99

Calculated Commission: \$168,382.30

MAG Requirement 0

Commission Due: \$168,382.30

**TRAFFIC BREAKDOWN**

Call Type	Revenue	Minutes	Calls	Commission
<b>Direct Billed Collect</b>	<b>\$651.90</b>	<b>4,346</b>	<b>1,266</b>	<b>\$410.70</b>
Interlata	\$2.40	16	5	\$1.51
International	\$0.00	0	0	\$0.00
Interstate	\$13.05	87	22	\$8.22
Intralata	\$43.05	287	109	\$27.12
Intralata/Interstate	\$0.00	0	0	\$0.00
Local	\$593.40	3,956	1,130	\$373.84
<b>Prepaid Collect</b>	<b>\$77,066.70</b>	<b>513,778</b>	<b>56,472</b>	<b>\$48,552.02</b>
Interlata	\$2,618.55	17,457	1,919	\$1,649.69
International	\$0.00	0	0	\$0.00
Interstate	\$9,977.40	66,516	7,609	\$6,285.76
Intralata	\$4,712.70	31,418	3,260	\$2,969.00
Intralata/Interstate	\$0.00	0	0	\$0.00
Local	\$59,758.05	398,387	43,684	\$37,647.57
<b>Securus Debit</b>	<b>\$175,235.12</b>	<b>1,168,176</b>	<b>167,102</b>	<b>\$119,089.38</b>
Interlata	\$6,226.05	41,507	5,987	\$4,231.21
International	\$474.32	3,104	365	\$322.35
Interstate	\$20,021.70	133,478	20,643	\$13,606.70
Intralata	\$12,759.45	85,063	11,379	\$8,671.29
Intralata/Interstate	\$0.00	0	0	\$0.00
Local	\$135,753.60	905,024	128,728	\$92,257.83

**Totals:                                    \$252,953.72            1,686,300            224,840            \$168,052.10**



**Attachment B - Ramsey County Secure Technology Solutions**

**RFP-SHRF-22703 Inmate Communication Services**

Contractor's Name: \_\_\_\_\_

	As a government entity Ramsey County has a responsibility to ensure safe and secure technology solutions. To accomplish this, we expect our contractors to use industry best practices for security and compliance controls. Therefore, contractors must:	Proposer to Indicate <b>Yes</b> in Column Below.	Proposer to Provide <b>Evidence</b> in Column Below. Evidence May be Attached in the Column or Provided as a Separate Attachment Which Must be Indicated in the Column Below.
1.	Agree and represent that it currently maintains information data and content protection practices and procedures (“Security Program”) that complies with industry best practice and applicable privacy laws.		
2.	Demonstrate compliance with industry best practice <a href="#">Critical Security Controls</a> . (Please see link) Methods to demonstrate this are via an SSAE 18, SOC 2 report, externally certified report, etc. for your company and all sub-tier suppliers, as applicable.		
3.	Undergo an annual vulnerability assessment (internal and external) via an independent third party.		
4.	Demonstrate adherence to an industry standard continuous monitoring program which includes real time monitoring, logging, timely review and remediation of events. The monitoring program will support a defined incident management policies and procedures that is aligned with industry best practices.		

**PLEASE NOTE:** Proposers that do not fully complete **Attachment B** and provide evidence of compliance with their proposal will be deemed NON-RESPONSIVE and their proposal will not be considered.

Ramsey County requires you to fill out the following tabs in this spreadsheet:

**1. Vendor and Solution Info**

**2a. Externally Hosted Security Q's**

*[Complete 2a. if you or your external hosting provider will host the solution.]*

**2b. Ramsey Hosted Security Q's**

*[Complete 2b. if Ramsey County will be hosting your solution.]*

**3. Technical Documentation**

If you are proposing a hybrid solution, then complete tabs 2a and 2b. Otherwise, complete only one of the applicable "...Hosted Security Q's" tabs.

Note: The Yes, No, NA column has a dropdown menu to choose the appropriate response. There are a few questions that do not have drop down options.

**Answers MUST be provided for ALL questions along with clarifying/supporting comments.** Missing or incomplete answers/comments will delay the review process and require follow up with Ramsey County. See example screenshots below... **EVEN if you select NA you must give a reason as to why...**

**This document contains Security Information as defined in Minn. Stat. §13.37, subd. 1 (a), and is classified as nonpublic data as defined in Minn. Stat. §13.02, subd. 9.**

<b>EXAMPLE</b>		
#	Externally Hosted Solution: Questionnaire	REQUIRED Answer (Yes, No, NA)
<b>Identity Access Management</b> RC Application Security and Credentials Management Standard: Microsoft Azure AD		
1	Does your solution integrate into a cloud Identity Provider that supports SAML or OpenID (e.g., Azure Active Directory)?	Yes
2	Does this solution support Microsoft Active Directory login authentication, including using LDAPs or ADFS connections?  If Yes, provide details regarding the level of integration with MS Active Directory (e.g., LDAPs, ADFS, SAML 3.0, other).  If No, do you provide your customers the ability to control their own password policies within the solution to meet Ramsey County password standards?	No
3	Can this solution utilize the Microsoft Azure Multi-Factor Authentication (MFA) solution?	Yes
4.1	Does the solution have auditing capabilities to monitor activity such as logins, document changes, permission changes, etc.?	Yes
4.2	If yes, can the audit logs be sent to a SIEM solution?	Yes
5	Does the solution allow multiple concurrent sign in sessions for a single user from different devices (e.g., User A can sign in from computer A and computer B)?	Yes
6	Does your solution provide role-based access to control user and administrator rights?	Yes
<b>Hosting</b>		
7	Provide the name of the external hosting service provider (e.g., AWS, Azure, GCP, etc.)?	
8	Will the solution only use data centers that reside within the continental United States?	Yes
<b>Network</b> RC Network Infrastructure Standards: Cisco Network Technology		
9	Does this solution support TCP/IP IPv4/IPv6 connectivity?	Yes
10	What is the minimum bandwidth requirements?	
11	What are the acceptable performance level requirements for network latency?	
12	Does the solution incorporate industry accepted encryption practices for the transmission of scoped data over untrusted networks (e.g., TLS)?	Yes
13	Will a VPN connection be required with Ramsey County hosted/on-premises resources to access your solution? If Yes, please provide what levels of encryption you support.	No
14	From Ramsey County hosted/on-premises resources, what outbound ports or traffic are required to connect to your solution (e.g., port 443, port 23, etc.)?	
	Do Ramsey County hosted/on-premises resources require inbound ports to be open for your	NA

36	Total Questions	
36	Questions Answered	
0	Remaining	
<b>REQUIRED Clarifying/Supporting Comments</b>		
		Our platform integrates into all IDPs that support SAML and OpenID.
		We do not support Active Directory authentication like LDAP or LDAPs. However, we do support SAML which would include ADFS connections.
		If you utilize Azure Active Directory as your IDP, Azure Multi-Factor Authentication would be supported.
		We provide 90 days worth of activity logs.
		We don't provide a direct integration into a SIEM, but you can download the raw logs as text files to upload to your SIEM.
		A user can sign-in from multiple devices at the same time. We don't have any controls to restrict this.
		Yes. Pre-built roles and custom roles can be created to provide full, read, and read/write access.
		AWS
		Yes, we can configure your environment to only reside in the United States.
		Yes, we support TCP/IP IPv4 and IPv6.
		50kbps per client connection
		75ms
		We support TLS1.2 cipher suites
		Everything will be hosted in our AWS environment, and identity and authentication will occur with your IDP solution.
		TCP 443
		Nothing is required inbound to your on-premises environment.

<b>EXAMPLE</b>		
#	Ramsey County Hosted Solution: Questionnaire	REQUIRED Answer (Yes, No, NA)
<b>Identity Access Management</b> RC Application Security and Credentials Management Standard: Microsoft Active Directory		
1	Does this solution support Microsoft Active Directory login authentication, including using LDAPs or ADFS connections?  If Yes, provide details regarding the level of integration with MS Active Directory (e.g., LDAPs, ADFS, SAML 3.0, other).  If No, do you provide your customers the ability to control their own password policies within the solution to meet Ramsey County password standards?	Yes
2	Can this solution utilize the Microsoft Azure Multi-Factor Authentication (MFA) solution?	Yes
3.1	Does the solution have auditing capabilities to monitor activity such as logins, document changes, permission changes, etc.?	Yes
3.2	If yes, can the audit logs be sent to a SIEM solution?	Yes
4	Does this solution allow multiple concurrent sign in sessions for a single user from different devices (e.g., User A can sign in from computer A and computer B)?	Yes
5	Does your solution provide role-based access to control user and administrator rights?	Yes
<b>Servers</b> RC Server Standard: Azure or VMware virtual servers running Microsoft Server Operation System version 2016		
6	Does this solution support Azure or VMware hosted Microsoft Server 2016/2019 Operating Systems?	Yes
7	Does this solution have any specialized data backup requirements?	No
8	Is this solution compatible with Microsoft best practice monthly patching guidelines?	Yes
<b>Database</b> RC Database Standards: Microsoft SQL Server version 2016/2019 running in Azure or VMware virtualized server environment		
9	Does this solution support Azure or VMWare hosted Microsoft SQL Server 2016/2019 database platform?	Yes

36	Total Questions	
36	Questions Answered	
0	Remaining	
<b>REQUIRED Clarifying/Supporting Comments</b>		
		We support LDAPs as well as RADIUS authentication.
		Since we support RADIUS authentication you could build Azure NPS servers with the Azure MFA extension to connect to Azure MFA.
		We do capture login activity as well as read, write, and modify actions to resources.
		We support syslog.
		A user can sign-in from multiple devices at the same time. We don't have any controls to restrict this.
		Yes. Pre-built roles and custom roles can be created to provide full, read, and read/write access.
		It does support Azure and VMWare.
		Just make sure to backup the SQL database.
		We test the software regularly as soon as Microsoft patches are released and will notify you immediately of any known issues.
		We support all Microsoft supported SQL versions.

15	solution to function?	No	
<b>Monitoring</b> RC Production Monitoring Standards: PRTG and SolarWinds			
16	Does the solution support SNMP V3.0 and/or NetFlow?	No	We do not since we will be hosting the environment in AWS.
<b>Client</b>			
17	Operating system with version number.		Windows 10 20H2 and greater.
18	Are there any hardware peripherals required?	No	No, everything is cloud based.
19.1	Does the solution require a thick client to be installed on the County desktops/laptops?	No	No, clients connect via web browsers to the portal.
19.2	If yes, is this solution compatible with the Microsoft SCCM software deployment platform?	NA	See answer to 19.2
20	List names and version of all browsers supported.		We support all web browsers that support HTTP/2.
21	List any required browser plug-ins or extensions.		None are required.
22	List and describe any other software dependencies.		Nothing else to add.
23	Citrix is the Ramsey County standard for presenting applications to users that cannot run the software on a desktop or laptop device. Does the solution support Citrix thin client technology?	Yes	As long as Citrix allows web browsers with HTTP/2, this should work just fine.
24.1	Does the solution have a mobile device client application (e.g., iOS or Android)?	No	We don't have a native client application, but a web browser will work just fine.
24.2	If yes, does the mobile device client application store any confidential data (e.g., personally identifiable information (PII))?	NA	See answer to 24.1
25	Will your solution send any confidential communications over SMS (text messages)?	No	We don't utilize any SMS technology.
<b>Interfaces and Data Integrations</b>			
26	Does the solution receive data from or push data to other applications via SOAP and/or REST?	No	Everything is developed in-house and we do not push or pull any
27	Is the solution dependent on third party service providers with access to scoped systems and/or data?	No	Everything is developed and managed in-house.
<b>Data Security</b>			
28	Does the solution incorporate industry accepted encryption practices for data at rest (e.g., AES)?	Yes	All data is encrypted at rest using AES-128.
29	Do you allow your customers to provide their own encryption keys to encrypt the scoped data while in use or at rest?	No	We do not have a process yet for customers but we are working on that.
30	Is or can the solution data be encrypted while in use (e.g., SQL Always Encrypted)?	Yes	We can provide that level of encryption but it will cost extra.
<b>Security Processes</b>			
31	Are annual assessments completed by an independent 3rd party that include tests (e.g., penetration test, vulnerability scans, PCI, etc.) of information security controls in place to protect scoped systems and data?	Yes	The BCA performs bi-yearly audits of our CJS environments. We also have yearly penetration test performed by <company name>.
32	Ramsey County requires a SOC2, SOC3, or equivalent audit, have you attached the most recent report?	No	We are in the process of developing SOC2 type 1 reports to provide to our customers. We plan to have this audit process in
33	Will the solution be patched in accordance with the Ramsey County Patch Management Policy? <a href="https://www.ramseycounty.us/businesses/doing-business-ramsey-county/contracts-vendors/information-security-policies-vendors">https://www.ramseycounty.us/businesses/doing-business-ramsey-county/contracts-vendors/information-security-policies-vendors</a>	Yes	Our process meets Ramsey policy.

10	Is this solution compatible with Microsoft SQL Server patching best practices?	Yes	Yes, there is nothing special to note here.
11	Is or can the solution data be encrypted while in use (e.g., SQL Always Encrypted)?	Yes	You would need to implement this on your own SQL servers though.
<b>Network</b> RC Network Infrastructure Standards: Cisco Network Technology			
12	Does this solution support TCP/IP IPv4/IPv6 connectivity?	Yes	Yes, we support TCIP/IP IPv4 and IPv6.
13	What is the minimum bandwidth requirements?		50kbps per client connection
14	What are the acceptable performance level requirements for network latency?		75ms
15	Does the solution incorporate industry accepted encryption practices for the transmission of scoped data over untrusted networks (e.g., TLS)?	Yes	We support TLS1.2 cipher suites
<b>Monitoring</b> RC Production Monitoring Standards: PRTG and SolarWinds			
16	Does the solution support SNMP V3.0 and/or NetFlow?	Yes	If you can monitor if a web page is available, that will suffice.
<b>Client</b>			
17	What is the minimum operating system with version number.		Windows 10 20H2 and greater.
18	Are there any hardware peripherals required?	No	Everything is software based.
19.1	Does the solution require a thick client to be installed on the County desktops/laptops?	No	This is only a web based application.
19.2	If yes, is this solution compatible with the Microsoft SCCM software deployment platform?	NA	See answer to 19.1
20	List the names and versions of all browsers supported.		We support all web browsers that support HTTP/2.
21	List any required browser plug-ins or extensions.		None are required.
22	List and describe any other software dependencies.		Nothing else to add.
23	Citrix is the Ramsey County standard for presenting applications to users that cannot run the software on a desktop or laptop device. Does the solution support Citrix thin client technology?	Yes	As long as Citrix allows web browsers with HTTP/2, this should work just fine.
24.1	Does the solution have a mobile device client application (e.g., iOS or Android)?	No	We don't have a native client application, but a web browser will work just fine.
24.2	If yes, does the mobile device client application store any confidential data (e.g., personally identifiable information (PII))?	NA	See answer to 24.1
25	Will your solution send any confidential communications over SMS (text messages)?	No	We don't utilize any SMS technology.
<b>Internet of Things (IoT)</b>			
26	Does the solution utilize network attached devices (e.g., cameras, time clocks, security doors)?	No	It's all software based and you provide the VMs.
27	Does the solution require the use of wireless network attached devices?	No	It's all software based and you provide the VMs.
<b>Interfaces and Data Integrations</b>			
28	Does the solution receive data from or push data to other applications via SOAP and/or REST?	No	We don't integrate with any other applications to acquire data outside of integrating with your Active Directory environment
29	Is the solution dependent on third party service providers with access to scoped systems and/or data?	No	It does not require any other services outside of our company and your organization.
30	Does your solution send any data back to your and/or third party environments?	Yes	It does require an Internet connection with 443 connectivity back to our environment to activate the software licenses.
<b>Security Processes</b>			
31	Does the solution's secure application development testing methodology incorporate independent third-party security assessments?	Yes	We have a 3rd party scan and assess every major release.
32	Does your secure application development testing methodology include using software tools to scan source code for potential security flaws?	Yes	We scan all minor and major releases for vulnerabilities using 3rd party scanning tools.
33	Does your organization have a patch management release cycle?	Yes	We release bug/fix patches on a quarterly basis, but will also release security or critical bug/fixes out of band. We will notify our customers when we release out of band patches.

## Complete the information below

Date submitted:	
Vendor company name:	
Respondent name:	
Respondent title:	
Application or service name:	
URL to product information:	
Brief product description:	

# Externally Hosted Solution: Questionnaire		REQUIRED Answer (Yes, No, NA)	36 Total Questions	0 Questions Answered	36 Remaining	REQUIRED Clarifying/Supporting Comments	For internal use only
<b>Identity Access Management</b> RC Application Security and Credentials Management Standard: Microsoft Azure AD							
1	Does your solution integrate into a cloud Identity Provider that supports SAML or OpenID (e.g., Azure Active Directory)?						I, S
2	Does this solution support Microsoft Active Directory login authentication?  If Yes, provide details regarding the level of integration with MS Active Directory (e.g., LDAPs, ADFS, SAML 2.0, other).  If No, do you provide your customers the ability to control their own password policies within the solution to meet Ramsey County password standards?						I, S
3	Can this solution utilize the Microsoft Azure Multi-Factor Authentication (MFA) solution?						I, S
4.1	Does the solution have auditing capabilities to monitor activity such as logins, document changes, permission changes, etc.?						S
4.2	If yes, can the audit logs be sent to a SIEM solution?						S
5	Does the solution allow multiple concurrent sign in sessions for a single user from different devices (e.g., User A can sign in from computer A and computer B)?						S
6	Does your solution provide role-based access to control user and administrator rights?						S
<b>Hosting</b>							
7	Provide the name of the external hosting service provider (e.g., AWS, Azure, GCP, etc.)?						I
8	Will the solution only use data centers that reside within the continental United States?						I, S
<b>Network</b> RC Network Infrastructure Standards: Cisco Network Technology							
9	Does this solution support TCP/IP IPv4/IPv6 connectivity?						I
10	What is the minimum bandwidth requirements?						I
11	What are the acceptable performance level requirements for network latency?						I
12	Does the solution incorporate industry accepted encryption practices for the transmission of scoped data over untrusted networks (e.g., TLS)?						S
13	Will a VPN connection be required with Ramsey County hosted/on-premises resources to access your solution? If Yes, please provide what levels of encryption you support.						I, S
14	From Ramsey County hosted/on-premises resources, what outbound ports or traffic are required to connect to your solution (e.g., port 443, port 23, etc.)?						S
15	Do Ramsey County hosted/on-premises resources require inbound ports to be open for your solution to function?						S
<b>Monitoring</b> RC Production Monitoring Standards: PRTG and SolarWinds							
16	Does the solution support SNMP V3.0 and/or NetFlow?						I
<b>Client</b>							
17	Operating system with version number.						I
18	Are there any hardware peripherals required?						I
19.1	Does the solution require a thick client to be installed on the County desktops/laptops?						I, S
19.2	If yes, is this solution compatible with the Microsoft SCCM software deployment platform?						I
20	List names and version of all browsers supported.						I
21	List any required browser plug-ins or extensions.						I
22	List and describe any other software dependencies.						I
23	Citrix is the Ramsey County standard for presenting applications to users that cannot run the software on a desktop or laptop device. Does the solution support Citrix thin client technology?						I
24.1	Does the solution have a mobile device client application (e.g., iOS or Android)?						I, S
24.2	If yes, does the mobile device client application store any confidential data (e.g., personally identifiable information (PII))?						S
25	Will your solution send any confidential communications over SMS (text messages)?						S
<b>Interfaces and Data Integrations</b>							
26	Does the solution receive data from or push data to other applications via SOAP and/or REST?						I, S
27	Is the solution dependent on third party service providers with access to scoped systems and/or data?						I, S
<b>Data Security</b>							
28	Does the solution incorporate industry accepted encryption practices for data at rest (e.g., AES)?						S
29	Do you allow your customers to provide their own encryption keys to encrypt the scoped data while in use or at rest?						S
30	Is or can the solution data be encrypted while in use (e.g., SQL Always Encrypted)?						S
<b>Security Processes</b>							
31	Are annual assessments completed by an independent 3rd party that include tests (e.g., penetration test, vulnerability scans, PCI, etc.) of information security controls in place to protect scoped systems and data?						S
32	Ramsey County requires a SOC2, SOC3, or equivalent audit, have you attached the most recent report?						S
33	Will the solution be patched in accordance with the Ramsey County Patch Management Policy? <a href="https://www.ramseycounty.us/businesses/doing-business-ramsey-county/contracts-vendors/information-security-policies-vendors">https://www.ramseycounty.us/businesses/doing-business-ramsey-county/contracts-vendors/information-security-policies-vendors</a>						

#	Ramsey County Hosted Solution: Questionnaire	REQUIRED Answer (Yes, No, NA)	36	Total Questions	
			0	Questions Answered	
			36	Remaining	
				REQUIRED Clarifying/Supporting Comments	For internal use only
<b>Identity Access Management</b> RC Application Security and Credentials Management Standard: Microsoft Active Directory					
1	Does this solution support Microsoft Active Directory or Azure Active Directory login authentication?  If Yes, provide details regarding the level of integration (e.g., LDAPs, OpenID, SAML 2.0, other).  If No, do you provide your customers the ability to control their own password policies within the solution to meet Ramsey County password standards?				I, S
2	Can this solution utilize the Microsoft Azure Multi-Factor Authentication (MFA) solution?				I, S
3.1	Does the solution have auditing capabilities to monitor activity such as logins, document changes, permission changes, etc.?				S
3.2	If yes, can the audit logs be sent to a SIEM solution?				S
4	Does this solution allow multiple concurrent sign in sessions for a single user from different devices (e.g., User A can sign in from computer A and computer B)?				S
5	Does your solution provide role-based access to control user and administrator rights?				S
<b>Servers</b> RC Server Standard: Azure or VMware virtual servers running Microsoft Server Operation System version 2016					
6	Does this solution support Azure or VMware hosted Microsoft Server 2016/2019 Operating Systems?				I
7	Does this solution have any specialized data backup requirements?				I
8	Is this solution compatible with Microsoft best practice monthly patching guidelines?				I, S
<b>Database</b> RC Database Standards: Microsoft SQL Server version 2016/2019 running in Azure or VMware virtualized server environment					
9	Does this solution support Azure or VMWare hosted Microsoft SQL Server 2016/2019 database platform?				I
10	Is this solution compatible with Microsoft SQL Server patching best practices?				I, S
11	Is or can the solution data be encrypted while in use (e.g., SQL Always Encrypted)?				I, S
<b>Network</b> RC Network Infrastructure Standards: Cisco Network Technology					
12	Does this solution support TCP/IP IPv4/IPv6 connectivity?				I
13	What is the minimum bandwidth requirements?				I
14	What are the acceptable performance level requirements for network latency?				I
15	Does the solution incorporate industry accepted encryption practices for the transmission of scoped data over untrusted networks (e.g., TLS)?				S
<b>Monitoring</b> RC Production Monitoring Standards: PRTG and SolarWinds					
16	Does the solution support SNMP V3.0 and/or NetFlow?				I
<b>Client</b>					
17	What is the minimum operating system with version number.				I
18	Are there any hardware peripherals required?				I
19.1	Does the solution require a thick client to be installed on the County desktops/laptops?				I
19.2	If yes, is this solution compatible with the Microsoft SCCM software deployment platform?				I
20	List the names and versions of all browsers supported.				I
21	List any required browser plug-ins or extensions.				I
22	List and describe any other software dependencies.				I
23	Citrix is the Ramsey County standard for presenting applications to users that cannot run the software on a desktop or laptop device. Does the solution support Citrix thin client technology?				I
24.1	Does the solution have a mobile device client application (e.g., iOS or Android)?				I, S
24.2	If yes, does the mobile device client application store any confidential data (e.g., personally identifiable information (PII))?				S
25	Will your solution send any confidential communications over SMS (text messages)?				S
<b>Internet of Things (IoT)</b>					
26	Does the solution utilize network attached devices (e.g., cameras, time clocks, security doors)?				I, S
27	Does the solution require the use of wireless network attached devices?				I, S
<b>Interfaces and Data Integrations</b>					
28	Does the solution receive data from or push data to other applications via SOAP and/or REST?				I
29	Is the solution dependent on third party service providers with access to scoped systems and/or data?				S
30	Does your solution send any data back to your and/or third party environments?				S
<b>Security Processes</b>					
31	Does the solution's secure application development testing methodology incorporate independent third-party security assessments?				S
32	Does your secure application development testing methodology include using software tools to scan source code for potential security flaws?				S
33	Does your organization have a patch management release cycle?				S

## Instructions:

Please include the following documentation in your proposal.

If not applicable, enter NA. If no answer provided, notate reason.

### Technical Documentation

	Document Title	Document description	When to Complete	If not applicable, enter N/A. If applicable but not provided, indicate reason.
34	Accreditations and Certifications	Provide a list of company Accreditations and Certifications i.e. SSAE16, HIPAA, PCI, etc.	All	
35	Service Level Agreements and Objectives	Provide a copy of your Service Level Agreement along with remediation terms and conditions (Examples: Service Level Objective (SLO) for simple defect resolution, SLO for incident response, SLO for moderately complex enhancement).	External Hosting	
36	Externally Hosted Architecture Diagram	If the solution is to be externally hosted, provide technical architecture details for the proposed solution.	External Hosting	
37	Technical Infrastructure Required at Go-Live	If possible, please provide technical infrastructure documentation that includes the following for the solution that you propose <b>for the initial go live:</b> <u>For the <b>production</b> environment:</u> 1. Specify the VMware hosted servers required to support this solution. List the total number, broken out by number and type of server. For each non-database server, specify: <ul style="list-style-type: none"> <li>Processors and RAM to support this solution at normal utilization levels</li> <li>Disk space needs:</li> </ul>	Internal Hosting	Example: 2 application servers - (6 processors, 8 GB RAM, 100GB disk space) 1 SQL DB Server - (16 processors, 48 GB RAM, 200TB disk space) 1 reporting server (8 processors, 24 GB RAM, 500 GB disk space)
38	Estimated or expected Technical Infrastructure Changes after go-live	Provide technical infrastructure documentation that details any changes or additions to any of the components listed in your response for above for the proposed solution post <b>go live</b> .	Internal Hosting	
39	High-level Availability Specifications	Provide the specifications for high availability.	Internal Hosting and RFP indicates Business	

## **Attachment D – Hosting and/or Cloud Services Security Standards (“Hosting Security Exhibit”)**

1. **Virtual Infrastructure/Cloud Services.** In addition to the Contractor responsibilities listed in the Agreement by and between the Parties, Contractor acknowledges and agrees to assume the following additional responsibilities:
  - 1.1. **Connectivity.** Contractor will provide the connectivity as described in in the Agreement.
  - 1.2. **Load Balancing.** Contractor will load balance the County applications to meet the needs of the County’s operations, as may be further described in the County’s system architecture specifications, or as mutually agreed to by the Parties.
  - 1.3. **Security.** Contractor will implement reasonable and appropriate systems and procedures sufficient to ensure the security and confidentiality of the County Data, as further specified herein. County Data is defined as the data described in the Data Practices section of this Professional Services Agreement.
  - 1.4. **SOC 3.** Contractor will provide the Services utilizing a SOC 3 compliant data center located in the continental United States. Contractor will perform periodic audits (SOC 3 or other industry equivalent standard mutually agreed to by the Parties) of Contractor’s security controls (i.e., physical and logical security, network configuration, change/problem and vulnerability management and recovery services), and make available to the County a copy of such SOC 3 report and, upon the County’s request, written reports regarding such audits. In the event of any qualified statements in such reports that materially impact the County, the County may immediately terminate the Agreement for material breach without further period to cure.
  - 1.5. **Back-up Services.** Contractor will perform the backup services at the following intervals: Contractor will back-up the servers containing County Data one time each day to a storage area network (SAN), and Contractor will keep each such daily back-up for seven days; Contractor will back-up the servers containing County Data one time each week to a back-up tape. Each week, the back-up tape will be encrypted and stored offsite at a SOC 3 facility located in the continental United States. Contractor will retain one back-up tape per week for seven years. In addition, Contractor will fulfill restoration requests as directed by the County due to site failures. Restoration will be performed within the interval of two to four hours depending on the urgency of the request; and the agreed upon location of the desired back-up media; and if the location is expected to be down for more than 24 hours, Contractor will immediately transfer appropriate back-up data and re-establish all hosting operations in an appropriately functioning secondary server or location.
  - 1.6. **Anti-Virus Software.** Contractor will install and maintain industry standard anti-virus and anti-spyware software for all physical and virtual servers used to provide the Services.
  - 1.7. **Fix Errors.** Contractor will use Contractor’s best efforts to promptly remedy any failure of the Services.
2. **Multi Factor Authentication.** Contractor will utilize a secure, multi-factor method of remote authentication and authorization to access the system(s).



**Attachment D – Hosting and/or Cloud Services Security Standards (“Hosting Security Exhibit”)**

**3. Monitoring Services.** Contractor will provide the following additional Services with respect to system monitoring:

**3.1. Access.** Contractor will provide access to Contractor’s client portal, monitoring and alerting of the County’s servers, as well as the processes and services being executed by such servers by Contractor’s Network Operations Center on a 24 x 7 x 365 basis. In addition, the County will be provided with access to Contractor’s Network Operations Center, which allows for 24x7x365 access to support requests, open ticket status, reporting and a knowledge base of previous County issues and projects.

**3.2. Monitoring and Detection.** Contractor will provide monitoring and alerting by Contractor’s Network Operations Center on a 24 x 7 x 365 basis of Services.

**3.3. Equipment Monitored.** The County requests that the Services be provided to cover the computer related items detailed on any network and infrastructure equipment inventory list maintained by Contractor in any County provided disaster recovery guidelines.

**3.3.1 Additional Equipment.** If the County has or purchases additional equipment, the monthly fee for Services will automatically be increased at the beginning of the following month to cover the additional equipment. Additional equipment must be inspected and certified as “fit for purpose” by Contractor before it is covered under this Hosting Security Exhibit.

**3.3.2 Equipment Retirement.** If the County retires equipment that is not replaced in kind, the monthly fee for Services will automatically be decreased at the beginning of the next month to account for the decrease in the need for support. The County must notify Contractor of the equipment retirement date via e-mail.

**3.3.3. County To Provide Access.** The County will provide full and complete access, including admin usernames and password, to all equipment covered under this Hosting Security Exhibit.

**3.4. Notification.** Contractor will notify the County of disruption in any Services for which Contractor is providing monitoring. To the extent not specified, Contractor will provide the County with weekly reports of Contractor’s monitoring results.

**3.5. Fix Issues.** Contractor will promptly apply a fix to any disruption in the Services.

**3.6. Communication with Network Operations Center.** The County may communicate with the Network Operations Center via telephone, email, or client portal ticket 24 hours a day, seven days a week and 365 days a year.

**3.7. Initiation of Client Portal Tickets.** Unless stated otherwise, client portal tickets are initiated or escalated within 15 minutes of receipt..

**4. Operating System Patch Services.** Contractor will provide the following Services with respect to operating system Patches:

**4.1. Patch Monitoring Services.** Contractor will monitor recommendations from software vendors relating Patches (defined below) to software used in one or more Services.

**Attachment D – Hosting and/or Cloud Services Security Standards (“Hosting Security Exhibit”)**

- 4.2. Installation Services.** Contractor will install Patches at a time appropriate to their risk level, which may include considering the following factors: any possible disruption to the Services, and the urgency of the need to install the Patch.
- 4.3. Notification.** Contractor will notify the County of Patch management installations in accordance with the notification requirements agreed upon by the County and Contractor in any Patch Management and Monitoring. To the extent not specified, Contractor will provide the County with weekly reports of Contractor’s Patch recommendations and/or installations.
- 4.4. Definition of Patch.** For the purposes of this Hosting Security Exhibit, the term “Patch” means platform and applications software security and anti-virus updates and other software fixes and updates issued by and recommended for installation by software vendors for Software used in one or more Services.
- 5. Security Standards.** Contractor shall comply with all security measures and policies as outlined in the Agreement as well as Contractor’s data privacy, security policies, client guide and/or Information Security Policy, and security procedures that apply to county data, which have been provided to the County and are herewith included herein by reference. The Contractor shall not modify data privacy and security policies absent the County’s express consent. In the event Contractor materially degrades the information security standard during any such modification, such degradation shall constitute a material breach by Contractor under the Agreement Contractor will comply with applicable U.S. laws and regulations concerning information security, the US-EU Privacy Shield Framework as established by the United States Department of Commerce and conduct SSAE 16 audits (or SOC 2) at least annually, or in the event it is superseded, the resultant SSAE 16 equivalent.
- 6. Security Program.** Contractor agrees and represents that it currently maintains information protection practices and procedures (“Security Program”) that complies with industry best practice and applicable privacy laws. Contractor’s Security Program includes, at a minimum:
- 6.1.** Appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security and confidentiality of County Data;
  - 6.2.** A security design intended to prevent any compromise of Contractor’s own information systems, computer networks or data files by unauthorized users, viruses, or malicious computer programs which could in turn be propagated to County;
  - 6.3.** Appropriate internal practices including, but not limited to, encryption of data in transit and at rest; using appropriate firewall and antivirus software; maintaining these countermeasures, operation systems and other applications with up-to-date virus definitions and security patches so as to avoid any adverse impact to County’s systems or information; appropriate logging and alerts to monitor access controls and assure data integrity and confidentiality; installing and operating security mechanisms in the manner intended sufficient to ensure County government operations must not be disrupted; permitting only authorized users access to systems and applications; and preventing unauthorized access to County systems via the Contractor’s networks and access codes; and

## **Attachment D – Hosting and/or Cloud Services Security Standards (“Hosting Security Exhibit”)**

**6.4.** All persons with authorized access to County Data must have a documented genuine need-to-know prior to access;

**6.5.** Contractor warrants that the services and deliverables will not contain, and Contractor, its employees or Contractor’s Agents will not introduce through data transmission or any other means, any virus, ransomware, malware, spyware, bomb, worm, trap door, back door, Trojan horse, malicious logic, drop dead device, software lock, disabling code or any other contaminant, program routine or disabling device, including without limitation, any key, timer, clock, counter, local shared object/flash cookies or other self-enacting device or limiting routines, codes, commands, or instructions or other feature that may have the effect or that could be used to access, track activity on, alter, delete, damage, deactivate, interfere with, disable or otherwise harm any service or deliverable or the County owned, licensed and/or leased computer hardware, software, code, systems, data, compilations of data, or other property.

**7. Source Code Protection.** Contractor will have in place and will maintain an industry standard security program which protects Contractor’s source code from a compromise by Contractor’s subcontractors or any other third party.

**8. Audit.** County may conduct a security review of Contractor’s Security Program when determined as reasonably required by County. Contractor will provide County copies of its data privacy and security policies and procedures that apply to County Data. Subject to reasonable notice, Contractor shall provide County an opportunity to conduct a privacy and security audit of Contractor’s Security Program and systems and procedures that are applicable to the Services provided by Contractor to County. Such audit may be conducted on-site by County personnel or County’s contracted third party assessors or through surveys and interviews, at the option of County. In the event that Contractor has any security audits or review of its own systems performed by Contractor or a third party, including vulnerability and penetration assessments, it will give County notice of any current findings that are likely to adversely impact County Data and will keep County timely informed of its remediation efforts. If the audit reveals any vulnerability, Contractor shall correct such vulnerability at its sole cost and expense and shall certify the same in writing to County. Contractor shall use best efforts to correct all vulnerabilities and provide County a report explaining corrective actions immediately but no later than within thirty (30) days of completion of the audit, unless County agrees in writing otherwise. Contractor’s failure to procure audits or to complete corrections in a timely manner will be a material breach of the Agreement.

**9. Mobility and Transfer of Data.** No Confidential Information, CPI, CPM or County Data shall be stored, transported, or kept on a laptop or any other mobile device or storage media, including USB, “thumb drives,” DVDs, CDs, unless encrypted using an encryption methodology approved in writing by County. All electronic data transfers of County Data must be via secure FTP or other County approved protocol and/or in approved encrypted form. Any physical removal or transfer of County Data from County’s or Contractor’s facilities shall be conducted only according to controls developed or approved by County.

**Attachment D – Hosting and/or Cloud Services Security Standards (“Hosting Security Exhibit”)**

**10. Security Certification.** Contractor must maintain a level of security certification or assessment consistent with best practices and by a qualified third party reasonably acceptable to County. Such certifications shall be provided to County as reasonably requested by County.

**11. Segmentation.** Contractor warrants that all County Data is maintained so as to preserve segmentation of County Data from data of others.

**12. Controls.** The County agrees that Contractor is solely responsible for all testing and auditing, including port scanning and penetration testing, of Contractor security controls. Contractor shall provide results of such testing as requested by the County.

**13. Penetration Testing.** Penetration testing of the Contractor’s architecture is included at a frequency of one per year at no additional cost. Contractor will coordinate with the current Contractor penetration testing vendor and shall use best efforts to remedy any issues identified immediately but no later than within thirty (30) days of reporting. At the County’s request Contractor will provide the final report to the County once it has been verified it does not contain information related to any other clients. Contractor’s failure to remedy and report the remedy in a timely manner will be a material breach of the Agreement. Additional penetration tests or the County specific penetration tests will be at the expense of the County and will be arranged through Contractor’s vendor for penetration testing.

**14. Security Policies.** Contractor’s security policy is posted [Insert URL] and is made up of the following documents:

- Acceptable Use Policy
- Access Control Policy
- Business Continuity Policy
- Data Destruction and Retention Policy
- Data Security Policy
- Disaster Recovery Policy
- Email Use Policy
- Encryption Policy
- Exception Request Policy
- Incident Management policy
- Internet Security Policy
- Mobile Device Policy
- Network Security Policy
- Password Policy
- Patch Management Policy
- Personnel Security and Termination Policy

## Attachment D – Hosting and/or Cloud Services Security Standards (“Hosting Security Exhibit”)

- Physical Security Policy
- Privacy Policy
- Physical Security Policy
- Server Security Policy
- Scanning and Security Policy
- Server Audit Policy
- Third Party Access Policy

**15. Hosting Security Standards.** The hosting security standards for the Contractor or Contractor’s Agent’s data center(s) (the “Data Center”) include:

- Physical Security
  1. Video cameras
  2. Motion sensors
  3. Fire sensors
  4. Locked doors with controlled access
  5. Manned reception area
  6. Visitor log

There are no external windows in the Data Center. In the Data Center, all physical equipment is owned or leased by Contractor and/or Contractor’s Agent and is subject to terms herein for all such hosting services including without limitation the secure management and monitoring of all components of the Services provided. Exterior perimeter walls, doors, windows and the main interior entry door to the raised floor environment are constructed of materials that afford UL rated ballistic protection. Vegetation and other objects within the Data Center are maintained such that an intruder would not be concealed.

Physical access mechanisms (e.g. access cards, biometric devices, man-traps and portals) have been implemented and are administered by local operations staff to help ensure that only authorized individuals have the ability to access the Data Center. Portals and Tdar man-traps have been installed as an anti-tailgating measure in the Data Center lobby. All access into and out of the Data Center is through either a portal or Tdar man-trap. The portal/man-trap bypass doors are only to be used in the event an individual is unable to use the portal or man-trap. Examples include handicap, phobia or other restrictions on a case-by-case basis. Tours and emergency Data Center security operations crews will be permitted to use the Portal bypass door, when necessary. All security systems have dedicated 24x7 UPS systems and standby emergency power support.

The Data Center incorporates video cameras, motion sensors, fire sensors, locked doors with controlled access, manned reception area, visitor log, and glass break sensors in the Data Center. There are no external windows in the Data Center. Video cameras are used in the front entrances, emergency exits, secure areas, main lobby, elevators, general employee areas, within the Data Center and monitoring the grounds and parking lots around the Data Center. Security monitoring is recorded to digital files with a 90 day retention. Tapes are rotated every 30 days and are stored offsite. Motion sensors are located on the

## Attachment D – Hosting and/or Cloud Services Security Standards (“Hosting Security Exhibit”)

roof and are armed 24x7. The Data Center utilizes on-site and remote monitoring centers and both are manned 24x7.

The Data Center requires a key-card for entry. Only three designated employees are permitted to open the door to accept shipments or greet visitors. The Data Center is staffed from 6 a.m. to 7 p.m. weekdays. Security guards patrol the building during unstaffed hours. Video cameras are positioned in the areas surrounding the Data Center. All visitors must sign in and be escorted at all times.

All persons requesting access into the Data Center must be positively identified. This process requires the requesting person to submit valid (unexpired) Government issued photographic ID at the desk and sign in and out of the Data Center. Visitors must be approved by Contractor’s personnel prior to arriving at the Data Center. The Data Center incorporates secure badges, secure visitor badges, and biometrics. All visits must be arranged in advanced, and all visitors are escorted at all times.

- Network Security
  1. Every connection to an external network is terminated at a firewall.
  2. Network devices are configured to prevent communications from unapproved networks.
  3. Network devices deny all access by default.
  4. Security patches are regularly reviewed and applied to network devices.
  5. Contractor follows a strict change management process which incorporates Change Advisory Board review and approvals.
  6. Communication through a network device is controlled at both the port and IP address level.
  7. There is a documented standard for the ports allowed through the network devices.
  8. Contractor prevents unauthorized devices from physically connecting to the internal network.
  9. There is an approval process to allow the implementation of extranet connections.
  10. There are regular scans for rogue wireless access points.
  11. Contractor manages a SIEM (Security Information and Event Management) tool to review any potential security, infrastructure and vulnerabilities.
  12. Contractor subscribes to Contractor’s Agent’s dedicated NIDS service and 24 x 7 incident response to monitor and respond to intrusion attempts.
  13. The Data Center is compliant with SOC-1 and SOC-2.

**16. Backup.** Contractor uses daily on-site backups that are transferred offsite weekly. On-site backups are in a secured tape library within the data center. The tapes travel to a secure facility in locked storage. All of the County Data will be contained in a distinct database that will follow the backup process set forth in the Agreement. Some systems are not backed up because they do not contain any useful data and the recovery process is to rebuild these systems.

## Attachment D – Hosting and/or Cloud Services Security Standards (“Hosting Security Exhibit”)

- Full backups of the County’s repositories are performed daily at 11:30 p.m. CT.
- Incremental backups are performed every hour.
- The backups are sent to tape every evening.
- Backup tapes are tracked in the Data Center where the backup takes place.
- Tapes are in locked containers before going offsite.
- The containers are tracked in the offsite facility and are stored for thirty (30) days.

**17. Disaster Recovery.** Contractor’s Disaster Recovery plan is structured in a recovery team format. This format increases the efficiency by allowing departments to be recovered concurrently. The plan provides critical recovery solutions, information and specific steps required to be followed by each team member to ensure successful recovery. Contractor has a Crisis Manager and leadership identified with responsibilities clearly assigned. Alternates for each critical team member are identified to be involved in the event that the team member is not available. The Disaster Recovery Plan is tested and updated at least annually or when major changes warrant updating. A report of each Disaster Recovery test is completed and any identified gaps and lessons learned are shared with leadership. Any major gaps are prioritized and mitigated where ever possible. At the County’s request, Contractor will provide the final report once it has been verified it does not contain information related to any other clients.

Contractor also includes Business Continuity Plans (BCP) as part the annual testing efforts. This includes a full BCP tabletop exercise with leadership engagement. A report of the annual BCP test is generated and reviewed with leadership. Any gaps identified are prioritized by leadership and are assigned and mitigated where ever possible before the next BCP test if not before. At the County’s request, Contractor will provide the final report once it has been verified it does not contain information related to any other clients.

**18. County Data.** The Contractor shall provide the County with all County Data upon termination or at any earlier time in the format reasonably requested by the County at no additional cost to the County. In addition, to the extent the County requests Transition Services, the Contractor will provide such Transition Services as provided below. The return of the County Data will either be provided once Transition Services are completed, or earlier, as requested by the County. The Contractor shall not destroy the County Data until such time as the County has confirmed successful access to the returned County Data.

**18.1.** “Transition Services” means those Services that are provided by Contractor to County at the time of expiration or termination of the Agreement, Service Order, SOW, or any other termination of Services, along with any new services that County may require to transfer County Data, and the affected Services to County or to any third party designated and authorized by County.

**18.2.** “Transition Services Period” means a period of six (6) months, or as otherwise described in the Agreement, Service Order or SOW, for the orderly transition of Services

## **Attachment D – Hosting and/or Cloud Services Security Standards (“Hosting Security Exhibit”)**

and transfer of any County Data to County or another service provider, beginning upon the expiration of the Agreement, Service Order, SOW, or other termination of Services.

**18.3.** “Transition Services Plan” is the written methodology and approach, including Deliverables and timelines that Contractor will use to deliver the Transition Services during the Transition Services Period.

**18.4.** Transition Services. In connection with the expiration or termination of the Agreement, any Service Order, or SOW, for any reason, and notwithstanding any dispute between the Parties, Contractor will provide Transition Services for the Transition Services Period, or as otherwise agreed upon between the Parties as follows: (i) Applicable Requirements and Access. At no additional cost Contractor will provide County and any designated Third Party Service Provider in writing, to the extent applicable, applicable standards, policies, operating procedures, and other Documentation relating to the affected Services; (ii) Development of Transition Services Plan. If requested by County, at Contractor’s expense, Contractor will assist County and its designated Third Party Service Provider in developing a Transition Services Plan; (iii) Comparable Fees. Contractor shall provide the Transition Services during the Transition Service Period at fees that are no greater than fees charged County for comparable services prior to termination or if comparable services were not performed for County prior to termination or expiration, then at fees no greater than the fees charged by Contractor to other similarly situated customers or fair market value, whichever amount is less; (iv) Post Transition Services Period. For up to three (3) months after the Transition Services Period, at no cost to County, Contractor will answer all reasonable and pertinent verbal or written questions from County regarding the Services on an “as needed” basis as agreed to by the Parties, and deliver to the County any County owned reports materials and information including without limitation any Confidential Information, CPI, CPM, and County Data that might still be in the possession of Contractor; and (v) Absolute Obligation. Contractor agrees that it has an absolute and unconditional obligation to provide County with Transition Services and Contractor’s quality and level of performance during the Transition Service Period will continue to adhere to all requirements of the Agreement.

**19. Data Retention.** Contractor may continue to keep or maintain any County Data obtained in the course of performance of the Services so long as the Agreement and the relevant Service Order or SOW remains in effect and such use shall not extend beyond the termination of the Agreement or the relevant Service Order or SOW except with respect to providing Transition Services, provided that Contractor will provide a copy of the County Data upon termination or expiration of the Agreement in accordance with Section XX or at any time requested by County.

### **20. Warranties.**

**20.1.** Contractor warrants that the Services and Deliverables will not contain, and Contractor, its employees or Contractor’s Agents will not introduce through data transmission or any other means, any virus, ransomware, malware, spyware, bomb, worm, trap door, back door, Trojan horse, malicious logic, drop dead device, software lock, disabling code or any other contaminant, program routine or disabling device, including without limitation, any key, timer, clock, counter, local shared object/flash



**Attachment D – Hosting and/or Cloud Services Security Standards (“Hosting Security Exhibit”)**

cookies or other self-enacting device or limiting routines, codes, commands, or instructions or other feature that may have the effect or that could be used to access, track activity on, alter, delete, damage, deactivate, interfere with, disable or otherwise harm any Service or Deliverable or the County owned, licensed and/or leased computer hardware, software, code, systems, data, compilations of data, or other property.

**20.2.** Contractor warrants that (a) all Services and Deliverables will strictly comply, function and perform in accordance with the functional requirements and specifications of County or as otherwise identified in any and all specifications, criteria, requirements and documentation specified or referred to in the applicable Service Order(s) and/or SOW(s), (b) the Documentation, if any is to be provided, will be accurate, complete and sufficient in detail to enable the End Users to use all of the functionality of the Services and Deliverables without assistance from Contractor or any third party, (c) no information transferred through or stored in or on the Services or Deliverables, while in the possession or under the control of Contractor, will be subject to any loss of accuracy or integrity or corruption, and (d) all Services or Deliverables will comply, function and perform in accordance with all applicable laws and regulations. In the event that the County discovers that any Services or Deliverables do not conform to and perform in accordance with the specifications and requirements of the County, the County shall promptly notify Contractor in writing of such nonconformance, and Contractor shall, at Contractor’s sole cost and expense, promptly re-perform Services to modify such Services or Deliverable to make it conform, time being of the essence. In the event Contractor is unable to qualitatively and functionally re-perform the Services or correct a Deliverable within five (5) business days of County notice of the nonconforming Service or Deliverable, County may seek and obtain a refund for the defective Services or Deliverable. Contractor’s failure to properly remedy any failed warranty outlined above shall not preclude County from exercising any other remedies available to it under the Agreement or at law or equity.

**20.3.** Contractor represents and warrants that all third party materials required to operate and fully utilize the Services or Deliverables will be fully disclosed to the County and are commercially available to the County and unless otherwise identified in a Service Order or SOW, no additional license fee or other costs will be incurred by County for use of the Services. Contractor shall and hereby does assign and pass through to the County all warranties, representations and indemnities granted to Contractor by third parties in and with respect to such third party materials, or any component thereof, and all remedies for breach of such warranties, representations and indemnities.

## Attachment E – Information Security for On Premise Solutions (“Information Security Exhibit”)

1. **County Policies, Procurements & Requirements.** Contractor will perform Services in accordance with the Agreement and any County policies, procedures, and any requirements specifically provided to Contractor. If policies, procedures or standards are updated or changed, County will provide reasonable advance notice when feasible to Contractor. If Contractor is unable or unwilling to comply with the updated or changed County policies, procedures and requirements within thirty (30) days of notice of such update or change, the Agreement may be terminated for cause without a further period of time to cure. If Contractor performs Services through Contractor’s Agent, Contractor shall ensure that such Contractor’s Agent shall perform such Services in accordance with the terms of the Agreement, including any County provided policies, procedures and requirements.
  
2. **Multi Factor Authentication.** Contractor will utilize a secure, multi-factor method of remote authentication and authorization to access the system(s).
  
3. **Security Program.** Contractor agrees and represents that it currently maintains information protection practices and procedures (“**Security Program**”) that complies with industry best practice and applicable Privacy Laws. Contractor’s Security Program includes, at a minimum:
  - A. Appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security and confidentiality of County Data;
  - B. A security design intended to prevent any compromise of Contractor’s own information systems, computer networks or data files by unauthorized users, viruses, or malicious computer programs which could in turn be propagated to County;
  - C. Appropriate internal practices including, but not limited to, encryption of data in transit and at rest; using appropriate firewall and antivirus software; maintaining these countermeasures with up-to-date virus definitions and security patches so as to avoid any adverse impact to County’s systems or information; appropriate logging and alerts to monitor access controls and assure data integrity and confidentiality; installing and operating security mechanisms in the manner intended sufficient to ensure County government operations must not be disrupted; permitting only authorized users access to systems and applications; and preventing unauthorized access to County systems via the Contractor’s networks and access codes; and
  - D. All persons with authorized access to County Data must have a documented genuine need-to-know prior to access.
  
4. **Training and Supervision.** Contractor conducts appropriate and reasonable background checks or other investigations of its job candidates or Contractor’s Agents prior to such persons’ employment or access to County Data. Contractor represents that it maintains

## Attachment E – Information Security for On Premise Solutions (“Information Security Exhibit”)

adequate training and education programs to ensure that its employees and Contractor’s Agents are aware of and adhere to its Security Program. Contractor shall exercise necessary and appropriate supervision over its employees and Contractor’s Agents to maintain appropriate confidentiality and security of County Data.

- 5. Third Parties.** Contractor shall not share, transfer, disclose or otherwise provide access to any County Data, to any third party unless it is a Third Party Service Provider or Contractor’s Agent and County has authorized Contractor to do so in writing. Contractor will ensure that any Contractor’s Agent it may desire to perform any of the services required by its Agreement with County shall be obligated to have a Security Program equivalent to that required of the Contractor. Further, regarding any Data Incident, Contractor shall contractually preserve for County all such rights as County has above. Regarding audit rights, Contractor shall contractually preserve for County all such rights as County has in the section below. Contractor shall not share County Data with any other third party, without prior written approval, or if required, to comply with legal process, only after notice to County. Contractor shall only retain Contractor’s Agents that are capable of performing the delegated obligations in accordance with the Agreement.
- 6. Source Code Protection.** Contractor will have in place and will maintain an industry standard security program which protects Contractor’s source code from a compromise by Contractor’s subcontractors or any other third party.
- 7. Audit.** County may conduct a security review of Contractor’s Security Program when determined as reasonably required by County. Contractor will provide County copies of its data privacy and security policies and procedures that apply to County Data. Subject to reasonable notice, Contractor shall provide County an opportunity to conduct a privacy and security audit of Contractor’s Security Program and systems and procedures that are applicable to the Services provided by Contractor to County. Such audit may be conducted on-site by County personnel or County’s contracted third party assessors or through surveys and interviews, at the option of County. In the event that Contractor has any security audits or review of its own systems performed by Contractor or a third party, including vulnerability and penetration assessments, it will give County notice of any current findings that are likely to adversely impact County Data and will keep County timely informed of its remediation efforts. If the audit reveals any vulnerability, Contractor shall correct such vulnerability at its sole cost and expense and shall certify the same in writing to County. Contractor shall use best efforts to correct all vulnerabilities and provide County a report explaining corrective actions immediately but no later than within thirty (30) days of completion of the audit, unless County agrees in

## Attachment E – Information Security for On Premise Solutions (“Information Security Exhibit”)

writing otherwise. Contractor's failure to procure audits or to complete corrections in a timely manner will be a material breach of the Agreement.

- 8. Security Certification.** Contractor must maintain a level of security certification or assessment consistent with best practices and by a qualified third party reasonably acceptable to County. Such certifications shall be provided to County as reasonably requested by County.
- 9. Security Standards.** Contractor shall comply with all security measures and policies as outlined in the Agreement as well as Contractor’s client guide and/or Information Security Policy which have been provided to the County and are herewith included herein by this reference. The Contractor shall not modify its client guide and/or Information Security Policy absent the County’s express consent. In the event Contractor materially degrades the information security standard during any such modification, such degradation shall constitute a material breach by Contractor under the Agreement and this Information Security Exhibit. Contractor will comply with applicable U.S. laws and regulations concerning information security, the US-EU Privacy Shield Framework as established by the United States Department of Commerce and conduct SSAE 16 audits (or SOC 2) at least annually, or in the event it is superseded, the resultant SSAE 16 equivalent.
- 10. Controls.** The County agrees that Contractor is solely responsible for all testing and auditing, including port scanning and penetration testing, of Contractor security controls. Contractor shall provide results of such testing as requested by the County.
- 11. Penetration Testing.** Penetration testing of the Contractor’s architecture is included at a frequency of one per year at no additional cost. Contractor will coordinate with the current Contractor penetration testing vendor and shall use best efforts to remedy any issues identified immediately but no later than within thirty (30) days of reporting. At the County’s request Contractor will provide the final report to the County once it has been verified it does not contain information related to any other clients. Contractor’s failure to remedy and report the remedy in a timely manner will be a material breach of the Agreement. Additional penetration tests or the County specific penetration tests will be at the expense of the County and will be arranged through Contractor’s vendor for penetration testing.
- 12. Anti-Malware Warranty.** Contractor warrants that the Services and Deliverables will not contain, and Contractor, its employees or Contractor’s Agents will not introduce through

## Attachment E – Information Security for On Premise Solutions (“Information Security Exhibit”)

data transmission or any other means, any virus, ransomware, malware, spyware, bomb, worm, trap door, back door, Trojan horse, malicious logic, drop dead device, software lock, disabling code or any other contaminant, program routine or disabling device, including without limitation, any key, timer, clock, counter, local shared object/flash cookies or other self-enacting device or limiting routines, codes, commands, or instructions or other feature that may have the effect or that could be used to access, track activity on, alter, delete, damage, deactivate, interfere with, disable or otherwise harm any Service or Deliverable or the County owned, licensed and/or leased computer hardware, software, code, systems, data, compilations of data, or other property.

**13. Mobility and Transfer of Data.** No County data shall be stored, transported, or kept on a laptop or any other mobile device or storage media, including USB, “thumb drives,” DVDs, CDs, unless encrypted using an encryption methodology approved in writing by County. All electronic data transfers of County Data must be via secure FTP or other County approved protocol and/or in approved encrypted form. Any physical removal or transfer of County Data from County’s or Contractor’s facilities shall be conducted only according to controls developed or approved by County.

**14. Security Policies.** Contractor’s security policy is posted [Insert URL] and is made up of the following documents:

- Acceptable Use Policy
- Access Control Policy
- Business Continuity Policy
- Data Destruction and Retention Policy
- Data Security Policy
- Disaster Recovery Policy
- Email Use Policy
- Encryption Policy
- Exception Request Policy
- Incident Management policy
- Internet Security Policy
- Mobile Device Policy
- Network Security Policy
- Password Policy

## Attachment E – Information Security for On Premise Solutions (“Information Security Exhibit”)

- Patch Management Policy
- Personnel Security and Termination Policy
- Physical Security Policy
- Privacy Policy
- Physical Security Policy
- Server Security Policy
- Scanning and Security Policy
- Server Audit Policy
- Third Party Access Policy

**15. Disaster Recovery.** Contractor’s Disaster Recovery plan is structured in a recovery team format. This format increases the efficiency by allowing departments to be recovered concurrently. The plan provides critical recovery solutions, information and specific steps required to be followed by each team member to ensure successful recovery. Contractor has a Crisis Manager and leadership identified with responsibilities clearly assigned. Alternates for each critical team member are identified to be involved in the event that the team member is not available. The Disaster Recovery Plan is tested and updated at least annually or when major changes warrant updating. A report of each Disaster Recovery test is completed, and any identified gaps and lessons learned are shared with leadership. Any major gaps are prioritized and mitigated wherever possible. At the County’s request, Contractor will provide the final report once it has been verified it does not contain information related to any other clients.

**RFP-SHRF-22703 INMATE COMMUNICATION SERVICES  
ATTACHMENT F - PHONE CALLING - SYSTEM REQUIREMENTS AND QUESTIONNAIRE**

FEATURE	FUNCTION / DESCRIPTION		Y	N	COMMENTS
<b>A. COMPLIANCE</b>					
1. FCC Compliance/Data Privacy	The system is compliant with all federal, state, and local laws, statutes, ordinances, rules, regulations, and standards for data privacy and the Federal Communications Commission (FCC).	M			
2. ADA Compliance	The system is compliant with the Americans with Disability Act (ADA) and accessible to hard of hearing individuals.	M			
3. FBI CJIS and BCA MNJIS Compliance	The contractor and system is compliant with federal and state laws and regulations, including the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) and the Minnesota Bureau of Criminal Apprehension (BCA) Minnesota Justice Information Services (MNJIS).	M			
4. Minnesota Government Data Practices Act	The contractor and system is compliant with the Minnesota Government Data Practices Act.	M			
<b>B. GENERAL TECHNICAL</b>					
5. Hosting	The system is a hosted solution.	M			
6. Active Directory	The system is capable of using Active Directory.	P			
7. Architecture Integrations	The system supports open system/service-oriented architecture for integrations.	P			
8. Reverse Directory	The system has an internet reverse directory look up of subscribers' information via several providers of dialed number upon selecting the dialed number on the computer screen.	P			
9. Power Tolerance	The system is protected against and tolerant of line transients, momentary surges, and short duration drops	M			
10. Power Supply	The system is equipped with a back-up power supply for use during power failures.	P			
11. Automation	The system has fully automated inmate calling without the need for live operator intervention.	M			
12. Telephone Instruments	The system is capable of connecting to any standard telephone instrument with a hook switch, handset, and	M			

**KEY:** M = Mandatory P = Preferred Y = Yes

No = No

**RFP-SHRF-22703 INMATE COMMUNICATION SERVICES  
ATTACHMENT F - PHONE CALLING - SYSTEM REQUIREMENTS AND QUESTIONNAIRE**

FEATURE	FUNCTION / DESCRIPTION		Y	N	COMMENTS
	12-button keypad including the type of telephones specified herein.				
13. Tablet Devices	The system has the capability to connect to tablet devices for the purpose of phone calling.				
14. Connectivity	The system is capable of connecting via a commercially available, reliable, high-speed local area network (LAN)	M			
<b>C. INTEGRATIONS; INMATE INFORMATION &amp; IDENTIFICATION</b>					
15. Jail Management System Integration	The system provides an interface with the current Jail Management System (JMS) and capability to interface with future JMS and/or upgrades to be used to identify an inmate information.	M			
16. Commissary and Vending System Integration	The system provides an interface with the current commissary/vending system and capability to interface with future system and/or upgrades to be used to identify an inmate account balances.	M			
17. Inmate Information and Identification	The system shall store: <ul style="list-style-type: none"> <li>• Last Name</li> <li>• First Name</li> <li>• Middle Name</li> <li>• Date of Birth (DOB)</li> <li>• Inmate Status (E.g., Active or released)</li> <li>• Living Unit (Dorm)</li> </ul>	M			
<b>D. VOICE PROMPTS; ACKNOWLEDGEMENTS; MESSAGES</b>					
18. Voice Prompts: English and Spanish	The system provides clear and concise voice prompts and messages in English and Spanish	M			
19. Voice Prompts: Other Languages	The system provides clear and concise voice prompts and messages in other languages. Please list.	P			
20. Professional Recording	The system has professionally produced voice prompts given in short sentences with meaningful instructions.	M			
21. Facility and Inmate Identification	The system announces to a called party, and any conferenced-in third party, they are receiving a call	M			

**KEY:** M = Mandatory P = Preferred Y = Yes

No = No



**RFP-SHRF-22703 INMATE COMMUNICATION SERVICES  
ATTACHMENT F - PHONE CALLING - SYSTEM REQUIREMENTS AND QUESTIONNAIRE**

FEATURE	FUNCTION / DESCRIPTION		Y	N	COMMENTS
	from a correctional facility. The inmate's recorded voice name also be announced.				
22. Inmate Acknowledgement	The system provides for and demands a proactive and documented response from an inmate which affirms that the inmate understands and accepts the conditions of the telephone call, e.g. "calls may be monitored and recorded."	P			
23. Call Recipient Acknowledgment	The system permits a call to be accepted only after a call recipient acknowledges receipt by dialing a recognized digit on a touch-tone telephone.	M			
24. Signal Line Noises	The system must distinguish signal from line noises such as "pops" or "clicks" (i.e. answering machines). Voice recognition is not an acceptable form of acceptance.	M			
25. Editing Authority	The system allows editing authority over all system messages and the ability to add its own messages.	M			
26. Pre-recorded Messages	The system allows for the facility to configure pre-recorded messages on paid and free calls.	P			
<b>E. SYSTEM CONTROLS</b>					
27. On/off Control	The system allows the facility control of the system to turn specific phones on or off at any time.	M			
28. Emergency Disable	The system allows the facility to shut down/disable the inmate phone system as needed for emergencies or other purposes.	M			
29. Flexible Control	The system allows flexible control over the operating hours of each phone, with the ability to control phones or groups of phones with differing schedules.	M			
30. Time Limits – Free Calls	The system allows for the facility to set time limits on calls for free calls.	M			
31. Time Limits – Paid Calls	The system allows for the facility to set time limits on calls for paid calls.	M			
32. Time Limits – Specific Numbers	The system allows the facility to limit the call time to specific numbers.	P			

**KEY:** M = Mandatory P = Preferred Y = Yes

No = No

**RFP-SHRF-22703 INMATE COMMUNICATION SERVICES  
ATTACHMENT F - PHONE CALLING - SYSTEM REQUIREMENTS AND QUESTIONNAIRE**

FEATURE	FUNCTION / DESCRIPTION		Y	N	COMMENTS
33. Free and Non-recorded Calls	The system allows the facility to configure phone numbers that will be free and not be recorded for the purpose of protecting privileged communication.	M			
34. Blocked and Allowed Numbers	The system allows phone numbers to be blocked or allowed by phone, living unit, and inmate.	P			
35. Restricted Numbers	The system allows for the regulation or restriction of calls to numbers including but not limited to, e.g., 800, 888, and 900.	P			
36. Threshold Blocked Numbers	The system allows the facility to block or restrict phone numbers based on an individual inmate's attempted or completed calls (i.e., a predefined calling frequency threshold).	P			
37. Limit Alerts	The system alerts users that have exceeded any limits before terminating calls.	M			
<b>F. REPORTS; INVESTIGATIVE AND ANALYTICAL TOOLS; ALERTS</b>					
38. Standard Report	The system can produce a consolidated standard report that includes, at a minimum, the following: <ul style="list-style-type: none"> <li>• Time and date of each call</li> <li>• Name of inmate</li> <li>• PIN of caller</li> <li>• Phone location</li> <li>• Phone number dialed</li> <li>• Duration of the call</li> <li>• Amount charged (to the receiver of the call, debit card, or inmate's account)</li> </ul>	M			
39. Disconnected Call Report	The system can produce a report that lists all disconnected calls.	M			
40. Ad Hoc Reports	The system provides the ability to generate ad hoc reports/queries via user-defined reports within the system boundaries.	M			
41. Security Report	The system produces a security report, which includes all users of the system and their rights, excluding passwords.	P			

**KEY:** M = Mandatory P = Preferred Y = Yes

No = No

**RFP-SHRF-22703 INMATE COMMUNICATION SERVICES  
ATTACHMENT F - PHONE CALLING - SYSTEM REQUIREMENTS AND QUESTIONNAIRE**

FEATURE	FUNCTION / DESCRIPTION		Y	N	COMMENTS
42. Financial and Utilization Reports	The system provides a method for facility staff to view financial and system utilization reports.	P			
43. Schedule Reports	The system provides the ability to schedule reports to run on a regular basis and be distributed to designated parties electronically.	P			
44. Data Export	The system provides the ability to export (extract) pre-defined set(s) of data.	M			
45. Investigative and Analytical Tools	The system has investigative and analytical tools.	M			
46. Alerts	The system alerts or notifies an investigator when individual criteria are set by an investigator (e.g., an inmate places a phone call to a certain number, etc.).	M			
47. Crime Reporting	The system has a method for inmates to confidentially report crimes or other incidents via phone call to a recorded message system.	M			
48. Voice Certification	The system uses voice certification for enrollment, call initiation, and security.	P			
49. Voice Biometrics	The system uses voice biometrics to analyze completed calls for investigative purposes.	M			
<b>G. MONITORING &amp; RECORDING; VIEWING</b>					
50. Monitoring/Recording	The system provides a web-based application for users to manage monitoring, recording, and general operations including setting alerts and live-monitoring of calls and disconnecting calls.	M			
51. Detailed Monitoring Capability	The system provides remote viewing and monitoring with detailed real-time call monitoring and disconnect.	M			
52. Call Details	The system offers remote monitoring with call detail viewing capability and silent monitoring of selected conversations.	M			
53. Real-time Monitoring Alert	The system forwards in progress calls to an assigned person/preprogrammed phone numbers for real-time monitoring. Calls must be able to be selected by using an inmate's name or dialed number.	P			

**KEY:** M = Mandatory P = Preferred Y = Yes

No = No

**RFP-SHRF-22703 INMATE COMMUNICATION SERVICES  
ATTACHMENT F - PHONE CALLING - SYSTEM REQUIREMENTS AND QUESTIONNAIRE**

FEATURE	FUNCTION / DESCRIPTION		Y	N	COMMENTS
54. User Activity Reports	The system provides reports of all user activity.	M			
55. In Progress Privileged Calls	The system does not allow live calls to be monitored that are subject to privileged communications.	M			
56. Active Scan Mode	The system offers a scan mode of all active trunks and capability of recording or monitoring calls based on dialed number, inmate, or location.	M			
<b>H. RETENTION &amp; STORAGE</b>					
57. Back-up Capability	The system provides back-up provision and equipment to allow for retention of call detail and recordings.	M			
58. Storage	The system provides for storage of call detail information as follows: <ul style="list-style-type: none"> <li>Storage capacity for the entire length of the contract; call records are to include recorded conversations</li> <li>Maintain all recordings for a period of seven years after completion of the contract</li> <li>Report of stored activity</li> </ul>	M			
59. Non-delete	The system will not allow a user to edit or delete a call.	M			
<b>I. USERS ADMINISTRATION</b>					
60. Roles	The system provides the ability to specify the role of each user (e.g., system administrator, supervisor, investigator).	M			
61. Password Reset	The system provides the ability to reset passwords at the facility.	M			
62. Inactivity	The system, upon detection of inactivity, prevents further access to the system and timeouts.	M			
<b>J. SEARCH AND DOWNLOADING OF CALLS</b>					
63. Search Feature	The system has a robust search feature that includes indexing of calls by user, date, location, and number call.	M			

**KEY:** M = Mandatory P = Preferred Y = Yes

No = No

**RFP-SHRF-22703 INMATE COMMUNICATION SERVICES  
 ATTACHMENT F - PHONE CALLING - SYSTEM REQUIREMENTS AND QUESTIONNAIRE**

FEATURE	FUNCTION / DESCRIPTION		Y	N	COMMENTS
64. Advanced Search Feature	The system has an advanced search feature that includes indexing of calls by keywords, specific areas of the call, or other criteria.	P			
65. Download Format	The system allows individual or a selected number of calls to be downloaded in a universal format (e.g., wav, mp3, etc.) and a system protected format with a system supported software player.	M			
66. Download Media	The system allows downloads of calls to commonly available USB flash drives and DVD/CD discs.	M			

**RFP-SHRF-22703 INMATE COMMUNICATION SERVICES  
ATTACHMENT G - VIDEO VISITATION - SYSTEM REQUIREMENTS AND QUESTIONNAIRE**

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
<b>A. COMPLIANCE</b>					
1. FCC Compliance / Data Privacy	The system is compliant with all federal, state, and local laws, statutes, ordinances, rules, regulations, and standards for data privacy and the Federal Communications Commission (FCC).	M			
2. ADA Compliance	The system is compliant with the Americans with Disability Act (ADA) and accessible to hard of hearing individuals.	M			
3. FBI CJIS and BCA MNJIS Compliance	The Contractor and system is compliant with federal and state laws and regulations, including the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) and the Minnesota Bureau of Criminal Apprehension (BCA) Minnesota Justice Information Services (MNJIS).	M			
4. Minnesota Government Data Practices Act	The Contractor and system is compliant with the Minnesota Government Data Practices Act.	M			
<b>B. GENERAL TECHNICAL</b>					
5.	The system shall be web based and not require proprietary software or hardware for visitors using their home computers.	M			
6.	The system uses Windows Active directory for user authentication.	P			
7.	The system shall automatically assign the inmate's booking number as the primary key for each inmate.	P			
8.	The system has both public and internal graphical user interface (GUI) that will, at a minimum, the following:				
a.	The system must register different types of users for browser based video visiting.	P			
b.	The system is able to process payments by participants for remote visits.	M			

**KEY:** M = Mandatory P = Preferred Y = Yes

No = No

**RFP-SHRF-22703 INMATE COMMUNICATION SERVICES  
ATTACHMENT G - VIDEO VISITATION - SYSTEM REQUIREMENTS AND QUESTIONNAIRE**

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
c.	The system has the ability to post and regularly update inmate and visitation information and rules.	P			
d.	The system's communications must be available in multiple languages.	M			
e.	The system has the ability to initiate on-site visitations conducted at the county without requirement payment.	P			
f.	The system must allow other related information to be posted on the site.	P			
10.	The system has high definition video streaming capabilities.	P			
11.	The system must perform at a rate of up to thirty (30) frames per second for 2-party visitations.	P			
12.	The system is able to white-list IP addresses.	P			
13.	The system has a web-enabled Dashboard for visitation	P			
14.	The system is able to furnish capabilities for the administrator of the system, at a minimum, the following:				
a.	Setup visitations designated by user type (standard or professional) with present conditions.	P			
b.	Begin and end meetings at will (Ad hoc visits).	P			
c.	Set a time duration for visitations that will automatically end them after the designated time.	P			
d.	Blind monitor non-confidential visits so the participants are not aware of monitoring.	P			
15.	The system shall be equipped with an automatic default mode that returns the system to normal operation without human intervention in case of a power failure.	P			
16.	The system has the capability to provide videophone and video relay service calling for deaf or hard of hearing inmates.	P			

**KEY:** M = Mandatory P = Preferred Y = Yes

No = No

**RFP-SHRF-22703 INMATE COMMUNICATION SERVICES  
ATTACHMENT G - VIDEO VISITATION - SYSTEM REQUIREMENTS AND QUESTIONNAIRE**

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
<b>C. INTEGRATIONS; INMATE INFORMATION &amp; IDENTIFICATION</b>					
16. Jail Management System Integration	The system provides an interface with the current Jail Management System (JMS) and capability to interface with future JMS and/or upgrades to be used to identify inmate information.	M			
17. Commissary and Vending System Integration	The system provides an interface and capability to interface with future proposed system and/or upgrades to be used to identify inmate account balances.	M			
<b>D. SECURITY CONTROLS</b>					
18.	The system provides and supports table driven security. This security schema is able to allow for a separation of access to functions including, but not limited to user id, type of user, location, transactions, etc.	P			
19.	They system provides security at the field level. The system allows users to specify, using reference tables, the fields requiring security.	P			
20.	The system provides security at the screen and transaction level.	P			
21.	The system provides security to ad hoc queries to protect sensitive data.	P			
22.	The system provides security violation reports.	P			
23.	The system will be permissions based to allow different users to have access to different privileges in the system as defined by the county.	P			
24.	The system provides an automatic timeout for the application requiring a password to be re-entered.	P			
25.	The system allows the facility to reset passwords upon identification.	P			
<b>E. REGISTRATION CONTROLS</b>					

**KEY:** M = Mandatory P = Preferred Y = Yes

No = No



**RFP-SHRF-22703 INMATE COMMUNICATION SERVICES  
ATTACHMENT G - VIDEO VISITATION - SYSTEM REQUIREMENTS AND QUESTIONNAIRE**

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
26.	The system allows for the facility the ability to schedule specific visits to be recorded based on the inmate, visitor, or both via the web-based scheduling system.	P			
27.	The system allows for the facility to enter visitation appointments for visitors.	P			
28.	The system allows for the facility to enter ad-hoc visits for any type of visit (professional or social) upon approval with no delay.	P			
29.	The system allows for the facility to approve registration and give authorization.	P			
30.	The system allows for the visitor to register to visit more than one (1) inmate per day.	P			
31.	The system allows for multiple visitors in one (1) visitation session.	P			
32.	The system allows for positive identification of visitors through the use of passwords and picture of driver's license or other government issued ID for authentication.	P			
33.	The system has the ability to reference blocked list for visitors.	P			
34.	The system has the ability for positive identification of inmates through use of PIN, barcode, or other reliable identification means.	P			
<b>F. SCHEDULING CONTROLS</b>					
35.	The system has a scheduling/calendaring module that will, at a minimum, the following:				
a.	Block out access to station times that are already scheduled.	P			
b.	Allow scheduling of visits only on terminals available at the requested time and in the requested location.	P			
c.	Allow online scheduling.	P			

**KEY:** M = Mandatory P = Preferred Y = Yes

No = No

**RFP-SHRF-22703 INMATE COMMUNICATION SERVICES  
ATTACHMENT G - VIDEO VISITATION - SYSTEM REQUIREMENTS AND QUESTIONNAIRE**

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
d.	Provide the ability for an inmate to decline or accept visits.	P			
36.	The system allows the system administrator to, at a minimum, the following:				
a.	Review visitation requests made in a specific time frame.	P			
b.	View a list of scheduled visits for specific stations or all stations.	P			
c.	Cancel scheduled visitation sessions and allow selection of the reason for the cancellation, which will be posted to the system database.	P			
d.	Ability to cancel visits based on inmate, station, housing unit or time frame.	P			
e.	Move visits when necessary.	P			
f.	Notify public visitors of an intervention made to a scheduled visit.	P			
37.	The system tracks an inmate visitation status and restricts a visitation automatically, if the inmate's status does not allow for visitation.	P			
38.	The system automatically cancels the visit if the inmate's status has changed or inmate is released.	P			
39.	The system sends e-mail and voicemail cancellation notifications to the visitor if the scheduled visit has been cancelled to include a reason if specified.	P			
40.	The system shall reflect all movement of inmates in conjunction with scheduled appointments. The system shall notify scheduled visitor when visit has been canceled due to inmate movement and a resource is not available to maintain schedule	P			
41.	The system provides a methodology to provide notification to the inmate and housing unit officer of an	P			

**KEY:** M = Mandatory P = Preferred Y = Yes

No = No

**RFP-SHRF-22703 INMATE COMMUNICATION SERVICES  
ATTACHMENT G - VIDEO VISITATION - SYSTEM REQUIREMENTS AND QUESTIONNAIRE**

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
	approved, upcoming video visitation. Notification must provide the inmate name, date, time and visitor name.				
42.	The system provides a designation of general visitors and attorney / professional visitors.	P			
43.	The system allows for the visitor the ability to cancel a visit and the facility shall be notified upon cancellation.	P			
44.	The system prevents overbooking of visitation resources.	P			
45.	The system provides time blocks for housing units that can be changed by facility staff as necessary.	P			
46.	The system provides time blocks that can be altered for holiday visitations to allow more visits for shorter or varied time periods.	P			
47.	The system provides a web-based visitor check-in module to assist the user in the visitation process.	P			
48.	The system initiates and finalizes visits by checking visitors in/out after visit is complete.	P			
49.	The system tracks incomplete visits.	P			
<b>G. RECORDING AND MONITORING</b>					
50.	They system provides for real-time monitoring and interruption of visitations from any PC on the network according to user security level.	M			
51.	The system allows browser-based video conferencing between inmates and their visitors without the visitors having to download any proprietary software onto their computers to conduct the visit, other than one of the standard browsers.	M			
52.	The system provides a browser-based video visitation with VOIP.	P			
53.	They system provides a Real-time viewing of the audio and video visitations simultaneously and allows the user the ability to define requirements.	P			
54.	The system shall be capable of scanning the total number	P			

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No = No

**RFP-SHRF-22703 INMATE COMMUNICATION SERVICES  
ATTACHMENT G - VIDEO VISITATION - SYSTEM REQUIREMENTS AND QUESTIONNAIRE**

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
	of active visits.				
55.	The system provides the ability to interrupt the visit.	P			
56.	The system provides the ability to cancel the visit.	P			
57.	The system provides the ability to start recording the visit.	P			
58.	The system provides the ability to turn recording off and on to facilitate legal visitation due to attorney / client privilege.	P			
59.	The system provides the ability of recording any and all inmate / visitor connection combinations.	P			
60.	The system notifies both the inmate and visitor that visits are subject to monitoring and/or recording.	M			
61.	The system provides display notifications on the screens of visitors/inmates in both English and Spanish that their visits are being monitored and recorded. Other languages available should be listed in response.	M			
62.	The system provides fully synchronized recordings with inmate and visitor side-by-side in a single file and system must utilize a real-time data and time stamp with proper security features to prevent tampering of the recording time/date. Further, the time and date stamp must be on the inmate's and visitor's captured video stream to provide the highest level of integrity. A single time and date stamp is not acceptable.	P			
63.	The system records and stores basic visitation data such as inmate, date and time of visit, start and end times, persons who visited and location of visits for all visits.	M			
64.	The system allows authorized users (i.e., investigators, internal affairs, etc.) to query pending visits on specific victors or inmates and select such pending visitations for recordings.	P			
65.	The system stores all recorded visits for a minimum of sixty (60) days.	M			

**KEY:** M = Mandatory P = Preferred Y = Yes

No = No

**RFP-SHRF-22703 INMATE COMMUNICATION SERVICES  
ATTACHMENT G - VIDEO VISITATION - SYSTEM REQUIREMENTS AND QUESTIONNAIRE**

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
66.	The system allows authorized users to be able to stream the video visitation session on multiple types of devices.	M			
67.	The system is software based and does not require third party video conferencing equipment to record and store recordings. The end user may require additional simultaneous recordings in the future and does not want to be limited, nor have to subscribe to third party recording equipment with port expansion limitations and associated costs. The system must utilize standard servers for processing and storing the records.	M			
68.	The system allows user authorization to perform various tasks (viewing, searching, saving to media, etc.) and shall be controlled by permissions (or roles) stored in the visitation system. The authorizations shall be under the control of authorized administrators in the Sheriff's Office. All changes, additions, and deletions of user permissions shall be recorded in an audit trail.	M			
69.	The system allows for stored video files be protected such that they are only accessible through the video visitation system and not through direct access to file shares.	M			
70.	The system incorporates an audit trail to track who has viewed or downloaded a copy of a visit.	M			
71.	The system records must be downloadable to a readable format for court testimony or other evidentiary purposes.	M			
72.	The system provides a visitation email and voice mail cancellation module. When a pre-arranged visit in the system is cancelled, the system shall automatically dial out (via a dedicated phone line) to the visitor and play a pre-recorded message letting them know that one or more of their visits has been cancelled with the respective inmate. The system shall dial the number that was provided by the visitor and send an email to the pre-provided email.	P			
73.	The system allows visitation recording that will, at a minimum, the following:				

**KEY:** M = Mandatory P = Preferred Y = Yes No = No

**RFP-SHRF-22703 INMATE COMMUNICATION SERVICES  
ATTACHMENT G - VIDEO VISITATION - SYSTEM REQUIREMENTS AND QUESTIONNAIRE**

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
a.	Have automated management capabilities.	P			
b.	Be stored on secure cloud-based storage servers at no cost to the County.	M			
c.	Have a method to determine if information was altered.	M			
d.	Be made available for use using proprietary and standard non-proprietary application(s).	P			
e.	Be accessible via a web portal.	P			
f.	Be searchable and sortable by a variety of fields including: ascending and descending date and time, name of inmate, name of visitors, visitation station and ID number.	P			
g.	Be downloadable for review and can be saved to other types of portable media.	M			
h.	Will be permission-based access to recordings and logging.	P			
i.	Be date and time stamped.	M			
j.	Have archiving capabilities.	P			
<b>H. REPORTS</b>					
74.	Thy system can produce queries and creates reports on inmates and their visitors in HTML or PDF format.	P			
75.	The system can produce access to reports (hard copy or electronic) for the facility to make arrangements for inmate's pending scheduled visit.	P			
76.	The system can produce reports that include, at a minimum, the following:				
a.	Inmates previous visitation history including date and time of visit, type of visit (on-site or off-site),	P			

**KEY:** M = Mandatory P = Preferred Y = Yes

No = No

**RFP-SHRF-22703 INMATE COMMUNICATION SERVICES  
ATTACHMENT G - VIDEO VISITATION - SYSTEM REQUIREMENTS AND QUESTIONNAIRE**

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
	the person who scheduled the visit, person who actually visited.				
b.	Visitors visitation history including date and time of visit, type of visit, which inmate they visited, IP address used during the visit for at home visits.	P			
c.	Daily, monthly and annual report of visits.	P			
77.	They system can produce an audit trail to provide a means to search visitation data that include, at a minimum, the following:				
a.	How visit was scheduled.	P			
b.	Who scheduled visit.	P			
c.	When was visit scheduled.	P			
d.	When was visit canceled or changed.	P			
78.	The system provides access capability to the visitor database for custom report writing by the facility.	P			
<b>I. EQUIPMENT</b>					
79.	Contractor shall specify all equipment needed and to be installed. Equipment in housing units must be of rugged construction and able to meet the needs in a correctional environment.	M			
80.	Equipment shall include, at a minimum, the following: <ul style="list-style-type: none"> <li>• 15 Public Terminals</li> <li>• 29 Inmate Terminals</li> <li>• 20 Skype Kiosk (if separate from Terminals)</li> <li>• 1 Lobby Kiosk for scheduling purposes only</li> <li>• Ability to expand to 30 public terminals</li> <li>• Ability for inmates to visit without direct access to a fixed video visitation station</li> </ul>	M			

**KEY:** M = Mandatory P = Preferred Y = Yes

No = No

**RFP-SHRF-22703 INMATE COMMUNICATION SERVICES  
 ATTACHMENT G - VIDEO VISITATION - SYSTEM REQUIREMENTS AND QUESTIONNAIRE**

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
81.	Handsets attached to the station and interfaced with audio and video on computer.	P			
82.	Handsets made of heavy molded plastic with 18” armored cords.	P			
83.	Installation of cable, conduit and other materials must conform to the standards of the industry and the Ramsey County Sheriff’s Office institutional security standards.	M			
84.	All equipment shall be of heavy construction and considered vandal-proof by the Ramsey County Sheriff’s Office institutional security standards. All screws shall be tamper-proof. Security phone sets shall be provided.	M			
85.	Contractor shall provide information on a screening mechanism to minimize views of facility for safety and security reasons and other new technology.	M			
86.	Contractor shall provide a secure, separate network, which is not part of the County managed network and/or internet for the video visitation solution, which includes build, installation and ongoing maintenance of the Contractor provided network and/or internet.	M			



**RFP-SHRF-22703 INMATE COMMUNICATION SERVICES  
ATTACHMENT H - TABLET - SYSTEM REQUIREMENTS AND QUESTIONNAIRE**

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
<b>A. COMPLIANCE</b>					
1. FCC Compliance / Data Privacy	The system is compliant with all federal, state, and local laws, statutes, ordinances, rules, regulations, and standards for data privacy and the Federal Communications Commission (FCC).	M			
2. ADA Compliance	The system is compliant with the Americans with Disability Act (ADA) and accessible to hard of hearing individuals.	M			
3. FBI CJIS and BCA MNJIS Compliance	The contractor and system are compliant with federal and state laws and regulations, including the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) and the Minnesota Bureau of Criminal Apprehension (BCA) Minnesota Justice Information Services (MNJIS).	M			
4. Minnesota Government Data Practices Act	The contractor and System are compliant with the Minnesota Government Data Practices Act.	M			
5. PCI Compliance	Inmate financial transactions must comply with PCI requirements.	M			
<b>B. GENERAL TECHNICAL</b>					
6. Ownership	Contractor owns the tablets and other related devices. If anything malfunctions, contractor is responsible for repairing and replacing.	M			
7. Case Color	The case for the tablets is bright in color for easy identification/locating.	P			
8. Case Type	The case for the tablet is tamper-resistant.	M			
9. Charging	Contractor provided charging stations will accommodate multiple tablets simultaneously in a minimum space.	M			
10. Charging Type	Tablets are charged wirelessly.	P			
11. Display	Tablets have a minimum of a 7-inch highly durable and break-resistant display.	M			
12. Device Quantity	Contractor shall provide a minimum of 475 tablets.	P			

**KEY:** M = Mandatory P = Preferred Y = Yes No = No

**RFP-SHRF-22703 INMATE COMMUNICATION SERVICES  
ATTACHMENT H - TABLET - SYSTEM REQUIREMENTS AND QUESTIONNAIRE**

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
13. Usage Duration	Tablets can support 8 hours of continued use before having to be recharged.	M			
14. Device Capability	Tablets have the ability for phone calling, electronic mail, e-messaging, and video visiting.	M			
15. Content	Tablets can deliver entertainment, programming, educational, and law library content.	M			
16. Facility Documents	Tablets can display Ramsey County Sheriff's Office uploaded documents and messages to inmates.	M			
17. Network	Contractor provides a secure tablet Wi-Fi network that is self-contained and managed/maintained by the contractor. The network is completely independent from the Ramsey County network. Wi-Fi service and coverage is robust enough to support all devices simultaneously accessing content in every inmate area, including individual jail cells. Installed hardware is hardened and/or inaccessible to inmates to destroy, damage or modify.	M			
18. Splash Screen	There is a splash screen that is customizable by the Ramsey County Sheriff's Office.	M			
<b>C. GENERAL OTHER</b>					
19. Financial Proposals	Contractor proposes multiple financial options to include but not limited to, providing tablets at no cost to inmates, no cost to the County, and/or funded by inmate content purchases.	M			
20. Free Content	Inmates have access to programming, educational and law library content free of charge.	M			
21. Tutorial	Tablets will have a usage tutorial accessible to inmates.	M			
22. Repair and Replacement	Contractor proposes multiple financial options for repair or replacement of tablet devices.	M			
23. Inmate Fees	Any fees/charges to the inmates are minimal, transparent, and are subject to the County's approval.	M			
24. Staff Training	Ramey County Sheriff's Office team members have access to training on the administration and usage of the tablet system.	M			

**KEY:** M = Mandatory P = Preferred Y = Yes No = No

**RFP-SHRF-22703 INMATE COMMUNICATION SERVICES  
ATTACHMENT H - TABLET - SYSTEM REQUIREMENTS AND QUESTIONNAIRE**

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
25. Spare Tablets	Replacement tablets are available on-site at the Adult Detention Center.	M			
26. Sanitize Tablets	The contractor shall have a method to sanitize the tablets in between inmate usage.	M			
<b>D. SECURITY CONTROLS</b>					
27. User Login	Tablets allows for secure authentication for inmate end-user login.	M			
28. Content Control	Ramsey County Sheriff's Office has control over the content delivered.	M			
29. Monitoring	Tablet system has the ability for Ramsey County Sheriff's Office to monitor content the inmates are viewing.	M			
30. Content Accessibility	Tablets have device safeguards that prevent the inmate from accessing unauthorized content. All accessible content shall be Ramsey County Sheriff's Office authorized.	M			
31. Tablet Control	Tablet system has ability to control and terminate the devices remotely.	M			
32. Usage Tracking	Tablet system can track and document inmate usage and completion of educational programming.	M			
<b>E. INTEGRATIONS; INMATE INFORMATION &amp; IDENTIFICATION</b>					
35. Jail Management System Integration	The system provides an interface with the current Jail Management Systems (JMS) and capability to interface with future JMS and/or upgrades.	M			
36. Commissary and Vending System Integration	The system provides an interface with the current commissary/vending system and capability to interface with future systems and/or upgrades.	M			

**KEY:** M = Mandatory P = Preferred Y = Yes No = No

**RFP-SHRF-22703 INMATE COMMUNICATION  
SERVICES ATTACHMENT I - NOTICE OF ACCEPTANCE**

**TO:** Contractor Name  
Contractor Address #1  
Contractor Address #2

**FROM:** Ramsey County Sheriff's Office  
Department Address #1  
Department Address #2

**REFERENCE:** xxxx Agreement dated xxx, 20xx

This notice represents our full and final acceptance of the services and/or deliverables listed below. Payment shall be made for these services and/or deliverables pur to the terms of the above referenced Agreement.

<u>Task /Milestone#</u>	<u>Description</u>	<u>Services/Deliverables</u>
-------------------------	--------------------	------------------------------

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

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

\_\_\_\_\_

Exhibit 1  
**Business Associate Agreement**

This Business Associate Agreement (“BA Agreement”) is referenced by and incorporated within Agreement # \_\_\_\_\_ (the “Service Agreement”) between Ramsey County, Minnesota, a political subdivision of the State of Minnesota, on behalf of the Community Human Services Department, 160 E. Kellogg Blvd, St. Paul, MN 55101 AND/OR the St. Paul-Ramsey County Department of Public Health, 555 Cedar St., St. Paul, MN 55101 (“Covered Entity”) and \_\_\_\_\_ (“Business Associate”) (each a “Party” and collectively the “Parties”).

**Recitals**

- A. The Service Agreement identifies services between the Parties that require execution of a Business Associate Agreement as defined by the Health Insurance Portability and Accountability Act of 1996 as amended (“HIPAA”) and the Privacy, Security, Breach Notification, Electronic Transactions, and Enforcement Rules at 45 C.F.R. Parts 160, 162, and 164 (HIPAA Rules).
- B. Ramsey County is a Covered Entity that is a Hybrid Entity as defined at 45 C.F.R. § 164.105.
- C. The Service Agreement identifies certain program areas/units of Covered Entity that are included in Covered Entity’s Health Care Component and in need of Business Associate’s services;
- D. In accordance with HIPAA Rules, which require Covered Entity to have a written contract or memorandum of understanding with its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, execute this BA Agreement.

**NOW, THEREFORE**, intending to be legally bound, the Parties agree as follows:

- 1. **Definitions.** Terms defined in the Recitals and introductory paragraph of this BA Agreement are incorporated by reference. Capitalized terms used but not otherwise defined in this BA Agreement shall have the same meaning as those terms in the HIPAA Rules as amended from time to time.
  - (a) “Business Associate” shall generally have the meaning set forth in HIPAA Rules and also shall refer to the Party identified in this BA Agreement that serves as the Business Associate.
  - (b) “Covered Entity” shall generally have the meaning set forth in HIPAA Rules and also shall refer to the identified Health Care Components of the Party identified above as the Covered Entity, in accordance with the use of this term at 45 C.F.R. § 164.105(a)(2)(i)(A).
  - (c) Protected Health Information (PHI) shall generally have the meaning set forth in HIPAA Rules and also shall refer to PHI applicable to the relationship between the Parties under this BA Agreement and the Service Agreement.

2. **Representations, Acknowledgements, & Satisfactory Assurances of Business Associate.** Business Associate hereby represents and acknowledges: i) it has legal status as a Business Associate under HIPAA Rules as a direct result of its relationship with Covered Entity under the Service Agreement; ii) it has read and fully understands the extensive legal requirements of Business Associates under HIPAA Rules; iii) it has sufficient technical, legal, and monetary resources and know-how to comply with all Business Associate regulatory and contractual requirements for the full term of the Service Agreement, including any renewals or amendments it may execute; and iv) that the consideration identified in the Service Agreement is, in part, in exchange for obligations under this BA Agreement, which may be referenced or incorporated into the Service Agreement. Business Associate offers and Covered Entity accepts these representations and acknowledgments, along with other promises in this BA Agreement, as satisfactory assurances that Business Associate will appropriately safeguard PHI, including electronic PHI.
3. **Obligations of Business Associate.** Business Associate agrees and promises in good faith to do all of the following:
- (a) Comply with all Business Associate obligations and requirements under HIPAA Rules and, if uncertainty exists as to how to achieve compliance, request direction from Covered Entity.
  - (b) Comply with other requirements under HIPAA Rules that may apply to the Covered Entity, such as when Business Associate carries out one or more of the Covered Entity's obligations under HIPAA Rules.
  - (c) Use and disclose PHI only: (i) when required by law; ii) as set forth in this BA Agreement; or (iii) as set forth in the Service Agreement or, if the Service Agreement is ambiguous or incomplete, then only as permitted or required by the Covered Entity's Notice of Privacy Practices that was in effect when the information was collected from the individual.
  - (d) MINIMUM NECESSARY. Limit its use, disclosure, and requests for use or disclosure to the minimum amount necessary to accomplish the intended purpose in accordance with the requirements of the HIPAA Rules.
  - (e) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
  - (f) Manage Security Incidents in compliance with 45 C.F.R. Part 164 Subpart C, including immediate notification to the Covered Entity of a Security Incident upon discovery.
  - (g) Upon discovery of a Breach as defined at 45 C.F.R. § 164.402, which is recognized by HIPAA Rules as a type of Security Incident, comply with 45 C.F.R. Part 164 Subpart D, which includes immediate notification to Covered Entity in a prescribed form and providing prescribed information. In addition to the requirements of HIPAA Rules, Business Associate shall:

- (1) Identify all known individuals or entities that caused or contributed to the occurrence of a Breach at Business Associate's expense; and
  - (2) Cooperate with Covered Entity to notify, at Business Associate's expense, all Individuals and media required to be notified under the HIPAA Rules; and
  - (3) Indemnify Covered Entity for any reasonable expenses Covered Entity may incur in connection with such Breach, including notification.
- (h) The parties acknowledge that the definition of Breach as set forth in the HIPAA Rules at 45 C.F.R. Part 164.402 excludes the following circumstances and therefore Breach notice requirements do not apply:
- (1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or a Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
  - (2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
  - (3) A disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- (i) In accordance with 45 C.F.R. § 164.524, provide access to PHI in a Designated Record Set to an Individual at the request of Covered Entity and in the time and manner designated by Covered Entity. Provide immediate notice to Covered Entity when Business Associate receives a request for access from an Individual.
  - (j) In accordance with 45 C.F.R. § 164.526, make amendments to PHI in a Designated Record Set as directed by the Covered Entity or take other measures as necessary to satisfy Covered Entity's obligations regarding amendments. Provide immediate notice to Covered Entity when Business Associate receives a request for an amendment from an Individual.
  - (k) Make its internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary or the Secretary's designee, in a time and manner designated by the requestor, for purposes of audit or determining Covered Entity's compliance with HIPAA Rules.
  - (l) In accordance with 45 C.F.R. § 164.528, document disclosures of PHI and information related to such disclosures as would be required for Covered Entity

to respond to a request by an Individual for an accounting of disclosures of PHI. Provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information required to provide an individual with an accounting of disclosures of PHI.

- (m) Implement written policies and procedures, conduct periodic security risk assessments and evaluations, and train employees who have access to PHI about the standards, obligations, policies and procedures required by HIPAA Rules.
- (n) Enter into a written agreement with each agent and subcontractor who has access to the PHI created, received, maintained, or transmitted by Business Associate in relation to Covered Entity and include in such agreement the same or parallel restrictions, requirements, and conditions that apply through this BA Agreement to Business Associate, including provisions with respect to reasonable and appropriate safeguards to protect electronic PHI.

4. **Obligations of Covered Entity.** Covered Entity shall not direct Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. Covered Entity agrees to provide Business Associate with:

- (a) the applicable notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R § 164.520 and material changes to such notice over time;
- (b) any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures; and
- (c) notice of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with HIPAA if such restrictions affect Business Associate's permitted or required uses and disclosures.

5. **Defense, Indemnification and Hold Harmless.** The Business Associate agrees to defend, indemnify, and save and hold the Covered Entity, its agents, officers, and employees harmless from all claims, fines, penalties, damages, and settlement amounts arising out of, resulting from, or in any manner attributable to any unauthorized use or disclosure of PHI by Business Associate, its subcontractors, agents and employees under this BA Agreement, including legal fees or disbursements paid or incurred to enforce the provisions of this BA Agreement.

6. **Term and Termination.**

- (a) Term. The Term of this BA Agreement shall be effective as of the Effective Date listed below, and shall continue until terminated as provided herein.
- (b) Termination upon Termination of the Underlying Relationship. This BA Agreement will terminate upon the termination of the Business Associate's relationship with Covered Entity under the Service Agreement.
- (c) Termination for Cause. Upon learning of a violation by Business Associate of a material term of this BA Agreement, Covered Entity shall provide Business Associate with notice to cure or end the violation by a specified time, which may



be different for each type of violation, but the default for which shall be two (2) business days. The Covered Entity will have the right to terminate this BA Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or the Covered Entity may immediately terminate this BA Agreement and the Service Agreement if the Business Associate has breached a material term of this BA Agreement and cure is not possible or is not in the best interest of Covered Entity, based on Covered Entity's sole determination.

(d) Upon Termination.

- (1) Except as provided in paragraph (2) of this section, upon termination of this BA Agreement for any reason, Business Associate shall immediately return or destroy, according to Covered Entity's instructions, all PHI that it created, received, maintained, or transmitted on behalf of or to or for Covered Entity to the extent that Business Associate still maintains such PHI in any form. Business Associate shall take the same action for all such PHI that may be in the possession of its subcontractors and agents. Business Associate and its subcontractors and agents shall not retain copies of any such PHI.
- (2) In the event that Business Associate knowingly cannot or does not return or destroy PHI as described in paragraph (1) of this section, it shall notify Covered Entity of the specific circumstances and continue to extend the protections of this BA Agreement to such PHI and take all measures possible to limit further uses and disclosures of such PHI for so long as Business Associate or its subcontractors or agents maintain such PHI. The Parties intend that the provisions of this section 6(d)(2) survive termination of this BA Agreement.

7. **Mutual Representations and Warranties of the Parties.** Each Party represents and warrants to the other Party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, it has the full power to enter into this BA Agreement and to perform its obligations, and that the performance by it of its obligations under this BA Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws; and that neither the execution of this BA Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party.
8. **Governing Law.** This BA Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflicts of laws principles thereof.

9. **Notices.** All demands, notices, requests and other communications hereunder must be in writing and will be deemed to have been duly given only if delivered personally or by registered or certified mail return receipt requested to the Parties at the following addresses:

if to Covered Entity, addressed to:

Karen Saltis  
Privacy Officer  
Ramsey County Community Human Services Dept.  
160 E. Kellogg Blvd., Rm. 9305  
St. Paul, MN 55101

OR

Chris Bogut  
Privacy Officer  
St. Paul-Ramsey County Department of Public Health  
555 Cedar St.  
St. Paul, MN 55101

if to Business Associate, addressed to:

Name  
Title  
Address  
City, State, Zip code

or to such other address as a Party hereto will specify to the other Party hereto in writing in a notice which complies with this Section. Any party may give any Notice using other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail, or electronic mail), but no such Notice shall be deemed to have been duly given unless and until it is actually received by the intended recipient.

10. **Amendment and Modification.** No part of this BA Agreement may be amended, modified, supplemented in any manner whatsoever except by a written document signed by the Parties' authorized representatives. The Parties agree to take action to amend this BA Agreement from time to time as necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act of 1996.
11. **Headings.** The headings used in this BA Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.
12. **Counterparts.** This BA Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one

and the same instrument. Faxed signatures shall be treated as effective as original signatures.

13. **No Third Party Beneficiaries**. Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
14. **Disputes**. If any controversy, dispute or claim arises between the Parties with respect to this BA Agreement, the Parties shall make good faith efforts to resolve such matters informally.
15. **No Partnership, Joint Venture, or Fiduciary Relationship Created Hereby**. This BA Agreement does not constitute a joint venture or partnership arrangement between the Parties and it does not create any relationship of principal and agent, or otherwise between the Parties. Neither Party shall be liable for any obligation incurred by the other, except as might otherwise be expressly provided in this BA Agreement. All employees of each Party shall remain the employee of that Party, and shall not be subject to any direction or control by the other Party. Nothing contained in this BA Agreement shall be interpreted as creating a partnership, joint venture, or employment relationship of the Parties, it being understood that the sole relationship created hereby is one of independent contractor.
16. **Failure to Enforce Not a Waiver**. The failure of either Party to enforce at any time any provision of this BA Agreement shall in no way be construed to be a waiver of such provision or of any other provision hereof.
17. **Successors and Assigns**. This BA Agreement shall be binding upon the respective successors, heirs, administrators and permitted assigns of the Parties.
18. **Entire Agreement**. This BA Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior understandings or agreements, written or oral, with respect to the rights and responsibilities of the Parties set forth in this BA Agreement.
19. **Effect on Covered Agreement**. Except as relates to the use, security and disclosure of PHI and electronic transactions, this BA Agreement is not intended to change the terms and conditions of, or the rights and obligations of the Parties under, the Service Agreement.
20. **Interpretation**. A reference in this BA Agreement to a section in the Privacy Rule or Security Rule means the section as amended from time to time. Any ambiguity in this BA Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with the HIPAA Privacy Rule and the Security Rule.

**WHEREFORE**, this BA Agreement is duly approved as of the date of the Service Agreement.

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**Item Number:** 2024-123

**Meeting Date:** 5/7/2024

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**Sponsor:** Health and Wellness

### Title

Grant Agreements with the Minnesota Department of Public Safety for Therapeutic Youth Treatment Homes and Violence Prevention - Wrap Around Services

### Recommendation

1. Ratify the submittal of the grant application to the Minnesota Department of Public Safety for Therapeutic Youth Treatment Homes in the amount of \$4,640,675.
2. Accept a grant award from and approve a grant agreement with the Minnesota Department of Public Safety for Therapeutic Youth Treatment Homes in the amount of \$ \$4,640,675.
3. Ratify the submittal of the grant application to the Minnesota Department of Public Safety for Violence Prevention - Wrap Around Services in the amount of \$4,750,000.
4. Accept a grant award from and approve a grant agreement with the Minnesota Department of Public Safety for Violence Prevention - Wrap Around Services in the amount of \$4,750,000.
5. Authorize the Chair and Chief Clerk to execute the grant agreements.
6. Authorize the County Manager to enter into expenditure grant agreements and execute amendments to agreements in a form approved by Finance and the County Attorney's Office, provided the amounts are within the limits of the approved expenditure grant agreement program budget.
7. Approve an increase in personal complement to the Office of Health and Wellness by 2.0 Full Time Equivalents.

### Background and Rationale

In connection with Ramsey County's strategic Priority of Centering Community and Wellness in 2023 Legislative Platform two priority areas were added to develop wellness centered placement options for youth, and to develop wrap around services for those youth and their families.

- Pursue legislation to create culturally appropriate, intensely therapeutic, community-based home placement options for youth involved in the justice system.
- Pursue funding for the creation of family support groups and resources to support families during the time a young person is placed out-of-home and support the family through the period of post-placement reentry.

Through a cross county collaboration of Government Relations, County Manager's Office, Deputy County Managers of Safety and Justice and Health and Wellness, County Attorney, County Sheriff, Social Services, Community Corrections, several bills were authored and passed with direct appropriations for Ramsey County. The implementation of this work is co-sponsored by Health and Wellness Service Team, Safety and Justice Service Team, Ramsey County Attorney's Office, and the Ramsey County Sheriff's Office.

### Ramsey County Youth Treatment Homes

\$4,640,675 grant to Ramsey County to establish, with input from community stakeholders, including impacted youth and families, up to seven intensive trauma-informed therapeutic treatment homes in Ramsey County that are licensed by the Department of Human Services, that are culturally specific, that are community-based, and that can be secured. These residential spaces must provide intensive treatment and intentional healing for

youth as ordered by the court as part of the disposition of a case in juvenile court.

**Ramsey County Violence Prevention - Wrap Around Services**

\$4,750,000 grant to Ramsey County to develop new and further enhance existing community-based organizational support through violence prevention and community wellness grants. Grantees must use the money to create family support groups and resources to support families during the time a young person is placed out of home following a juvenile delinquency adjudication and support the family through the period of postplacement reentry; create community-based respite options for conflict or crisis de-escalation to prevent incarceration or further systems involvement for families; or establish additional meaningful employment opportunities for systems-involved youth.

**County Goals** (Check those advanced by Action)

- Well-being
- Prosperity
- Opportunity
- Accountability

**Racial Equity Impact**

In Ramsey County, Black and American Indian populations continue to be burdened by the most significant disparities across life outcomes. The pandemic only exacerbated those disparities, manifesting in circumstances, behaviors, and needs which have been approached with public safety system responses. More appropriate investments are required to support the development of systemically disinvested communities. These investments should support the wellness of communities, offer options that do not utilize harmful punishment mechanisms, and prevent engagement with the public safety system. Through the development of Therapeutic treatment homes, wrap around services, and alternatives to detention placements juveniles engaged with the justice system will be provided the support and treatment needed to have their needs met and to disrupt further engagement with the justice system. With an intentional focus on Black and American Indian individuals we will partner with community in the development of these services to ensure the programs created are culturally specific, and center racial equity.

**Community Participation Level and Impact**

Community partners were engaged in the writing of the legislation and advocacy to get this direct appropriation from the state. The project team is working on the development of additional community engagement to ensure that those with lived experience in the justice system and their families have an opportunity to have their voices heard in the planning of this work. Additional work is being done to ensure that we are communicating to our broad community about this work.

- Inform
- Consult
- Involve
- Collaborate
- Empower

**Fiscal Impact**

\$4,640,675 being accepted from Department of Public Safety to be spent by June 2025 for Therapeutic Youth Treatment Homes.

\$4,750,000 being accepted from Department of Public Safety to be spent by May 2027 for Violence Prevention - Wrap Around Services.

This funding will be accounted for in two separate accounts, that will be tracked in partnership between controllers and project manager to ensure spending aligns with grant agreement and does not exceed allocated total amount. Additional strategy will be developed for long term funding for services developed.

**Last Previous Action**

None.

**Attachments**

1. Treatment Homes 2024-2025
2. Wrap Around Services Agreement 2024-2027



<b>Minnesota Department of Public Safety (“State”)</b> Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	<b>Grant Program:</b> State Miscellaneous Funding 2024 <b>Grant Contract Agreement No.:</b> A-STATEM-2024-RAMSEYCO-012
<b>Grantee:</b> Ramsey County 121 E 7 <sup>th</sup> Place, Suite 4000 St Paul, Minnesota 55101	<b>Grant Contract Agreement Term:</b> <b>Effective Date:</b> 5/1/2024 <b>Expiration Date:</b> 6/30/2025
<b>Grantee’s Authorized Representative:</b> Alexandra Kotzke, Chief Financial Officer Ramsey County 121 E 7 <sup>th</sup> Place, Suite 4000 St Paul, Minnesota 55101 (651) 266-8040 Alexandra.kotzke@co.ramsey.mn.us	<b>Grant Contract Agreement Amount:</b> Original Agreement \$4,640,675.00 Matching Requirement \$0.00
<b>State’s Authorized Representative:</b> Michael Hreha, Grant Manager Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 336-1695 Michael.hreha@state.mn.us	<b>Federal Funding:</b> None <b>FAIN:</b> N/A <b>State Funding:</b> Minnesota Session Laws of 2023, Chapter 52, Article 2, Section 3, Subdivision 8. <b>Special Conditions:</b> None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

**Term:** The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subdivision 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, Subdivision 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:  
Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved State Miscellaneous Funding 2024 Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota, 55101-2139. The Grantee shall also comply with all requirements referenced in the State Miscellaneous Funding 2024 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

**Budget Revisions:** The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



**Payment:** As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.*

Signed: \_\_\_\_\_

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

**3. STATE AGENCY**

Signed: \_\_\_\_\_  
(with delegated authority)

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

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

Grant Contract Agreement No./ P.O. No. A-STATEM-2024-RAMSEYCO-012 / 3-94623

Project No.(indicate N/A if not applicable): N/A

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

Signed: \_\_\_\_\_

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

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

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

Signed: \_\_\_\_\_

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

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

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

Signed: \_\_\_\_\_

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

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

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

Distribution: DPS/FAS  
Grantee  
State’s Authorized Representative

Organization: Ramsey County

A-STATEM-2024-RAMSEYCO-012

Budget Summary

<b>Special Project : Ramsey County Youth Treatment Homes Acquisition and Betterment</b>			
<b>Budget Category</b>	<b>Award</b>	<b>Match</b>	
Personnel			
Description: Salaries for reallocated planning positions for Planning Manager/ Planning Team etc	\$130,000.00	\$0.00	
<b>Total</b>	\$130,000.00	\$0.00	
Payroll Taxes and Fringe			
Description: Payroll, Taxes & Fringe	\$45,500.00	\$0.00	
<b>Total</b>	\$45,500.00	\$0.00	
Program Expenses			
Description: Client Support Expenses	\$9,000.00	\$0.00	
<b>Total</b>	\$9,000.00	\$0.00	
Indirect Costs			
Description: 10 de Minimus Indirect	\$43,390.00	\$0.00	
<b>Total</b>	\$43,390.00	\$0.00	
Other Expenses			
Description: Communications	\$60,000.00	\$0.00	
Description: E-Health Capabiities	\$75,000.00	\$0.00	
<b>Total</b>	\$135,000.00	\$0.00	
Contracted Services			
Description: Community Consulting	\$150,000.00	\$0.00	
Description: Evaluation	\$4,320.00	\$0.00	
Description: RFP Contract with a community-based organization	\$3,711,625.00	\$0.00	
Description: Work with EPMO to Contract with a Project Manager	\$411,840.00	\$0.00	
<b>Total</b>	\$4,277,785.00	\$0.00	
<b>Total</b>	\$4,640,675.00	\$0.00	





<b>Minnesota Department of Public Safety (“State”)</b> Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	<b>Grant Program:</b> State Miscellaneous Funding 2024 <b>Grant Contract Agreement No.:</b> A-STATEM-2024-RAMSEYCO-011
<b>Grantee:</b> Ramsey County 121 E 7 <sup>th</sup> Place, Suite 4000 St Paul, Minnesota 55101	<b>Grant Contract Agreement Term:</b> <b>Effective Date:</b> 5/1/2024 <b>Expiration Date:</b> 6/30/2027
<b>Grantee’s Authorized Representative:</b> Alexandra Kotzke, Chief Financial Officer Ramsey County 121 E 7 <sup>th</sup> Place, Suite 4000 St Paul, Minnesota 55101 (651) 266-8040 Alexandra.kotzke@co.ramsey.mn.us	<b>Grant Contract Agreement Amount:</b> Original Agreement \$4,750,000.00 Matching Requirement \$0.00
<b>State’s Authorized Representative:</b> Michael Hreha, Grant Manager Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (651) 336-1695 Michael.hreha@state.mn.us	<b>Federal Funding:</b> None <b>FAIN:</b> N/A <b>State Funding:</b> Minnesota Session Laws of 2023, Chapter 52, Article 2, Section 3, Subdivision 8. <b>Special Conditions:</b> None

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The Grantee, who is not a state employee, will:  
Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved State Miscellaneous Funding 2024 Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota, 55101-2139. The Grantee shall also comply with all requirements referenced in the State Miscellaneous Funding 2024 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

**Budget Revisions:** The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee’s Application, the Grantee certifies that the matching requirement will be met by the Grantee.



**Payment:** As stated in the Grantee’s Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.*

Signed: \_\_\_\_\_

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

**3. STATE AGENCY**

Signed: \_\_\_\_\_  
(with delegated authority)

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

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

Grant Contract Agreement No./ P.O. No. A-STATEM-2024-RAMSEYCO-011 / 3-94621

Project No.(indicate N/A if not applicable): N/A

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

Signed: \_\_\_\_\_

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

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

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

Signed: \_\_\_\_\_

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

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

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

Signed: \_\_\_\_\_

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

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

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

Distribution: DPS/FAS  
Grantee  
State’s Authorized Representative

Organization: Ramsey County

A-STATEM-2024-RAMSEYCO-011

Budget Summary

<b>Special Project : Ramsey County Violence Prevention</b>			
<b>Budget Category</b>	<b>Award</b>	<b>Match</b>	
Personnel			
Description: Salaries for Subject Matter Experts (SME's)	\$500,000.00	\$0.00	
<b>Total</b>	\$500,000.00	\$0.00	
Payroll Taxes and Fringe			
Description: Payroll, Taxes & Fringe	\$175,000.00	\$0.00	
<b>Total</b>	\$175,000.00	\$0.00	
Program Expenses			
Description: Community Engagement	\$90,000.00	\$0.00	
<b>Total</b>	\$90,000.00	\$0.00	
Other Expenses			
Description: Community Based Services	\$3,400,500.00	\$0.00	
<b>Total</b>	\$3,400,500.00	\$0.00	
Contracted Services			
Description: Evaluation	\$4,500.00	\$0.00	
Description: Service Contracts	\$580,000.00	\$0.00	
<b>Total</b>	\$584,500.00	\$0.00	
<b>Total</b>	\$4,750,000.00	\$0.00	

# Board of Commissioners

## Request for Board Action

Item Number: 2024-157

Meeting Date: 5/7/2024

**Sponsor:** Board of Commissioners

### Title

Appointment of Commissioner Frethem to the Willow Lake Nature Preserve Foundation Board of Directors and Northeast Youth & Family Services Board of Directors

### Recommendation

1. Approve the appointment of Commissioner Frethem to the Willow Lake Nature Preserve Foundation Board of Directors through December 31, 2024.
2. Approve the appointment of Commissioner Frethem to the Northeast Youth & Family Services Board of Directors through December 31, 2024.
3. Authorize the Chair to execute such outside boards' internal resolutions, appointing documents and/or other governing documents, effecting or otherwise directly furthering the authorized appointments, in a form approved by the County Attorney's Office.

### Background and Rationale

Willow Lake Nature Preserve Foundation is part of the Willow Lake Nature Park Reserve, which is a partnership between Ramsey County and H.B. Fuller Company. The Foundation oversees 131 acres of acres of county and H.B. Fuller land leased to the Foundation.

Northeast Youth & Family Services (NYFS) is a nonprofit, community-based and trauma-informed mental health and community services organization that has been serving the northeastern Saint Paul suburbs since 1976. The mission of NYFS is to transform lives by ensuring access to care that nurtures healing, cultivates community, and inspires hope. NYFS partners with 16 municipalities and four school districts to provide comprehensive and cost-effective support to clients at all ages and stages of life.

This request for board action is to approve the appointment of Commissioner Frethem to the Willow Lake Nature Preserve Foundation and the Northeast Youth & Family Services boards of directors.

### County Goals (Check those advanced by Action)

Well-being       Prosperity       Opportunity       Accountability

### Racial Equity Impact

This board action does not have a direct racial equity impact. Representation on these boards will help bring awareness and provide diverse perspectives to the decision-making process of these boards.

### Community Participation Level and Impact

There is no community engagement involved with this request for board action.

Inform       Consult       Involve       Collaborate       Empower

### Fiscal Impact

None.

**Last Previous Action**

On January 6, 2015, the Ramsey County Board of Directors approved the appointment of Commissioner Huffman (District 1 representative) to the Willow Lake Nature Preserve Foundation Board of Directors (Resolution B2015-005).

**Attachments**

1. Willow Lake Nature Preserve Foundation Member Action

**WILLOW LAKE NATURE PRESERVE FOUNDATION**

**UNANIMOUS WRITTEN CONSENT OF MEMBERS**

**Effective March \_\_\_\_, 2024**

The undersigned, being the two members of Willow Lake Nature Preserve Foundation (the “Company”), a Minnesota non-profit corporation, in accordance with the provisions of Minnesota Revised Statutes Section 317A and the By-Laws of the Company, hereby waive notice of a meeting of the members and other formalities pertaining to the nomination and election of members of the board of directors of the Company and adopt and approve the following resolutions, effective as of the date first set forth above:

**ELECTION OF DIRECTORS**

RESOLVED, that the individuals listed below, be, and each hereby are, nominated and elected to serve as a director of the Company by appointment of the member, to hold such office until his or her successor has been duly elected and qualified, or until his or her earlier death, resignation or removal.

<b>Name</b>	<b>Appointing Member</b>
Patrick Seul	H.B. Fuller Company
Kelly Risovi	H.B. Fuller Company
Nicole Joy Frethem	Ramsey County
Mark McCabe	Ramsey County

FURTHER RESOLVED, for the avoidance of doubt, immediately following the effectiveness of these resolutions, the directors listed above shall be deemed a complete and exclusive list of directors of the Company, and any person previously appointed as a director of the Company but not listed above shall be deemed to have been duly removed as a director of the Company.

FURTHER RESOLVED, that all actions heretofore taken by the members on behalf of the Company in accordance with the foregoing resolutions be, and such actions hereby are, in all respects ratified, confirmed and approved.

[Signature Page Follows]

**H.B. FULLER COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**RAMSEY COUNTY**

By: \_\_\_\_\_  
Name: Trista Martinson  
Title: Chair, Ramsey County Board of  
Commissioners

\_\_\_\_\_  
Mee Cheng, Chief Clerk  
Ramsey County Board of Commissioners

*Approved as to form:*

*Kathleen Ritter*  
\_\_\_\_\_  
Kathleen Ritter  
Assistant Ramsey County Attorney