



Board of Commissioners

Agenda

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

June 3, 2025 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of June 3, 2025 is Presented for Approval** [2025-216](#)

Sponsors: County Manager's Office

Approve the agenda of June 3, 2025.

2. **Minutes from May 27, 2025 are Presented for Approval** [2024-572](#)

Sponsors: County Manager's Office

Approve the May 27, 2025 Minutes.

PUBLIC HEARING

3. **Public Hearing: Use of County Transportation Sales and Use Tax Funds** [2025-203](#)

Sponsors: Public Works

Hold a Public Hearing to afford the public an opportunity to comment on revisions to the list of projects eligible for County Transportation Sales and Use Tax Funding and approve a list of eligible projects for Ramsey County Transportation Sales and Use Tax funding.

ORDINANCE PROCEDURES

4. **Proposed Ramsey County Commissioner's Salary Ordinance for 2026 - Waive First Reading and Set Public Hearing Date** [2025-187](#)

Sponsors: Human Resources

1. Waive the First Reading of the proposed Ramsey County Commissioner's Salary Ordinance for 2026.
2. Set the Public Hearing date of June 24, 2025 at 9 a.m. or as soon as possible thereafter, in the Council Chambers, third floor of Ramsey County Courthouse - 15 West Kellogg Boulevard, Saint Paul, MN 55102 to afford the public an opportunity to comment on the proposed Ramsey County Commissioner's Salary Ordinance for 2026.

ADMINISTRATIVE ITEMS

5. 2025 Single Source Agreements with Community Clinics for Healthcare Services[2025-082](#)

Sponsors: Public Health

1. Approve agreements with the following community clinics for health care to low-income, uninsured and under-insured residents of Ramsey County, for the period from June 3, 2025 through December 31, 2025, with the option to renew for up to four one-year periods, in accordance with the annual rates established in the agreements:
 - a. Face to Face Health and Counseling Service, Inc., 1165 Arcade Street, Saint Paul, MN 55106, in an amount not to exceed \$35,190;
 - b. Open Cities Health Center, Inc., 409 North Dunlap, Saint Paul, MN 55104, and 916 Rice Street, Saint Paul, MN 55117, in an amount not to exceed \$189,555;
 - c. Riverland Community Health (formerly United Family Medicine) 1026 West Seventh Street, Saint Paul, MN 55102, in an amount not to exceed \$109,726 and
 - d. West Side Community Health Services dba Minnesota Community Care, 153 Cesar Chavez Street, Saint Paul, MN 55107, in an amount not to exceed \$415,978.
2. Authorize the Chair and Chief Clerk to execute the agreements.
3. Authorize the County Manager to approve amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

6. 2025 Single Source Agreements for Block Nurse Programs[2025-083](#)

Sponsors: Public Health

1. Approve the Agreement with Living At Home Network, 1376 Hoyt Avenue West, Saint Paul, Minnesota 55108, for funds to be used for local services to persons 65 and older and neighborhood program administration for the period June 3, 2025 through December 31, 2025, with the option to renew for up to four one-year periods, in accordance with the annual rates established in the agreement of up to \$180,000.
2. Approve the Agreement with Roseville Area Schools ISD 623, 1251 County Road B-2 West, Roseville, Minnesota 55113, for funds to be used for local services to persons 65 and older and neighborhood program administration for the period June 3, 2025 through December 31, 2025, with the option to renew for up to four one-year periods, in accordance with the annual rates established in the agreement of up to \$11,250.
3. Authorize the Chair and Chief Clerk to execute the agreements.
4. Authorize the County Manager to approve amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

7. Proposed Changes and Additions to Public Health Fees[2025-169](#)

Sponsors: Public Health

Approve proposed changes and additions to Public Health fees for client services, vaccines, medications and individual and group education.

8. Lease Agreement with Sisu Foundation for Storage at Long Lake Regional Park[2025-179](#)

Sponsors: Parks & Recreation

1. Approve the lease agreement with Sisu Foundation DBA Endurance United, 713 Minnehaha Ave East, Suite 216, St. Paul MN 55106, in Long Lake Regional Park Aquatics Building, 1500 OLD HIGHWAY 8, NEW BRIGHTON MN 55112-1835, for the period of upon execution through December 31, 2029, in the amount of \$2,640 per annum.
2. Authorize the Chair and Chief Clerk to execute the lease agreement.
3. Authorize the County Manager to execute amendments that do not have a financial impact.

9. Memorandum of Understanding with the State of Minnesota Second Judicial District for Project Work Orders

[2025-195](#)

Sponsors: Property Management

1. Approve the Memorandum of Understanding with the State of Minnesota, through its Second Judicial District, 15 West Kellogg Boulevard, Saint Paul, MN 55102, for county provided facility improvement, modification and renovation services for the period upon execution through June 30, 2027, and for a total amount not to exceed \$499,999.
2. Authorize the Chair and Chief Clerk to execute the Memorandum of Understanding.

10. Approval of the All-Abilities 2050 Transportation Plan

[2025-180](#)

Sponsors: Public Works

Approve the All-Abilities 2050 Transportation Plan.

PRESENTATION

11. Putting Well-being and Community at the Center of Justice System Transformation

[2025-223](#)

Sponsors: Community Corrections

None. For information and discussion only.

LEGISLATIVE UPDATE

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

10:30 a.m. (est.) Board Workshop: Ramsey/Washington Recycling & Energy Joint Activities
2026-2027 Budgets

Courthouse Room 220, Large Conference Room

Public access via Zoom:

Webinar ID: 917 1823 8667 | Passcode: 173774 | Phone: 651-372-8299

Advance Notice:

June 10, 2025 County board meeting – Council Chambers

June 17, 2025 County board meeting – Council Chambers

June 24, 2025 County board meeting – Council Chambers

July 01, 2025 County board meeting – Council Chambers



Board of Commissioners

Request for Board Action

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

Item Number: 2025-216

Meeting Date: 6/3/2025

Sponsor: County Manager's Office

Title

Agenda of June 3, 2025 is Presented for Approval

Recommendation

Approve the agenda of June 3, 2025.



Board of Commissioners

Request for Board Action

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

Item Number: 2024-572

Meeting Date: 6/3/2025

Sponsor: County Manager's Office

Title

Minutes from May 27, 2025 are Presented for Approval

Recommendation

Approve the May 27, 2025 Minutes.

Attachments

1. May 27, 2025 Minutes



Board of Commissioners

Minutes

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

May 27, 2025 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:04 a.m. with the following members present: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Xiong and Chair Ortega. Also present were Ling Becker, County Manager, and Stacey D'Andrea, Assistant County Attorney, Ramsey County Attorney's Office.

ROLL CALL

Present: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Presented by Commissioner Moran

1. Agenda of May 27, 2025 is Presented for Approval [2024-561](#)

Sponsors: County Manager's Office

Approve the agenda of May 27, 2025.

Motion by McGuire, seconded by Miller. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

2. Minutes from May 20, 2025 are Presented for Approval [2024-571](#)

Sponsors: County Manager's Office

Approve the May 20, 2025 Minutes.

Motion by Moran, seconded by Xiong. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

PROCLAMATION

Presented by Commissioner Moran and Commissioner Xiong. Discussion can be found in archived video.

3. Proclamation: Asian Americans, Native Hawaiians, and Pacific Islanders Month [2025-191](#)

Sponsors: Human Resources

ADMINISTRATIVE ITEMS

4. Amendment to the Joint Powers Agreement with the State of Minnesota Department of Corrections for Medical Examiner Services [2025-185](#)

Sponsors: Medical Examiner

1. Approve an amendment to the Joint Powers Agreement with the Minnesota Department of Corrections, 1450 Energy Park Drive, Saint Paul, MN 55108, for medical examiner services for the period upon execution through June 30, 2026, in the not-to-exceed amount of \$42,000 per year.
2. Authorize the Chair and Chief Clerk to execute the amendment.

Motion by Moran, seconded by Xiong. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: B2025-099

6. Termination of Ground Lease with District Energy St. Paul, Inc.

[2025-188](#)

Sponsors: Property Management

1. Approve the termination of the ground lease with District Energy St. Paul, Inc., 76 Kellogg Boulevard West, Saint Paul, MN 55102, for use of 35,974 square feet of land at 50 Kellogg Boulevard West, Saint Paul, MN 55102.
2. Authorize the Chair and Chief Clerk to execute the lease termination.

Motion by Moran, seconded by Xiong. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: B2025-100

7. General Liability/Tort Self-Insurance Fund Transfer

[2025-206](#)

Sponsors: County Manager's Office

1. Authorize the County Manager to transfer \$6,000,000 of General Fund fund balance to the General Liability/Tort Self-Insurance Fund.
2. Authorize the County Manager to transfer unencumbered funds from the General Fund fund balance up to an additional \$3,000,000 as necessary to replenish the General Liability/Tort Self-Insurance Fund in the event the General Liability/Tort Self-Insurance Fund is depleted to a balance of \$3,000,000 or less. This delegated authority shall expire on December 31, 2025.
3. The County Manager shall provide written notification to the Ramsey County Board of Commissioners and the Audit Committee of any transfer of funds pursuant to the delegated authority in this Request for Board Action within ten (10) working days after the transfer of funds is complete. The appropriation of funds shall be utilized in accordance with Ramsey County Home Rule Charter 10.01 (B).

Motion by Moran, seconded by Xiong. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: B2025-101

8. Classification and Compensation Changes for Salary Plans 02P, 98A, 98B, and 98D

[2025-202](#)

Sponsors: Human Resources

Approve the classification and compensation changes for salary plans 02P, 98A, 98B, and 98D for non-represented employees in the classified and unclassified service of the Ramsey County Personnel System.

Motion by Moran, seconded by Xiong. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: B2025-102

5. 2025 Special Board of Appeal and Equalization

[2025-178](#)

Sponsors: County Assessor's Office

1. Appoint the Special Board of Appeal and Equalization members and designated chairs, to conduct the 2025 Ramsey County Special Board of Appeal and Equalization, as needed, on meeting days June 17, 2025 and adjourn on completion of business (excluding Saturday):
 - Bryan Clapper - District 1
 - Patrick Todd (Chair) - District 2
 - Patty Lammers - District 3
 - Susan Gilmer - District 4
 - John Mascari - District 5
 - Patrick Guernsey - District 5
 - Jeanette Jones - District 6
 - Joy Erickson (Chair) - District 7
 - Lora Bullert - County Manager appointed
 - Artika Tyner - County Manager appointed
2. Approve the Procedural Rules to be adhered to by the 2025 Ramsey County Special Board of Appeal and Equalization.
3. Approve the Code of Ethics and Conduct Guidelines to be adhered to by the 2025 Ramsey County Special Board of Appeal and Equalization.
4. Authorize the County Manager to approve the payment of expenses for the 2025 Ramsey County Special Board of Appeal and Equalization and expenses for training for 2026 Ramsey County Special Board of Appeal and Equalization members as required by Minnesota Statutes, Section 274.13.

Motion by Moran, seconded by McGuire, to amend recommendation 1 to read as the following:

1. Appoint the Special Board of Appeal and Equalization members and designated chairs, to conduct the 2025 Ramsey County Special Board of Appeal and Equalization, as needed, on meeting days June 17, 2025 and adjourn on completion of business (excluding Saturday):
 - Bryan Clapper - District 1
 - Patrick Todd (Chair) - District 2
 - Patty Lammers - District 3
 - Artika Tyner - District 4
 - John Mascari - District 5
 - Patrick Guernsey - District 5
 - Jeanette Jones - District 6
 - Joy Erickson (Chair) - District 7
 - Lora Bullert - County Manager appointed
 - Susan Gilmer - County Manager appointed

Discussion can be found on archived video.

Motion by Moran, seconded by Miller. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: B2025-103

9. Approval of the Transit and Transportation Investment Plan

[2025-181](#)

Sponsors: Public Works

Approve the Transit and Transportation Investment Plan.

Discussion can be found in archived video.

Motion by Xiong, seconded by Miller. Motion passed.

Aye: Jebens-Singh, McGuire, McMurtrey, Miller, Moran, Ortega, and Xiong

Resolution: B2025-104

PRESENTATION

10. Presentation: All-Abilities 2050 Transportation Plan

[2025-215](#)

Sponsors: Public Works

None. For information and discussion only.

Presented by Brian Isaacson, Director of Public Works and Mike Rogers, Deputy Director of Public Works. Discussion can be found in archived video.

LEGISLATIVE UPDATE

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

COUNTY CONNECTIONS

Presented by County Manager, Ling Becker. 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 Ortega. Discussion can be found on archived video.

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 10:49 a.m.

Board of Commissioners

Request for Board Action

Item Number: 2025-203

Meeting Date: 6/3/2025

Sponsor: Public Works

Title

Public Hearing: Use of County Transportation Sales and Use Tax Funds

Recommendation

Hold a Public Hearing to afford the public an opportunity to comment on revisions to the list of projects eligible for County Transportation Sales and Use Tax Funding and approve a list of eligible projects for Ramsey County Transportation Sales and Use Tax funding.

Background and Rationale

To provide a safe and efficient multi-modal transportation system the Ramsey County Board approved the imposition of a one-half percent sales tax and \$20 excise tax on new vehicles in Ramsey County, Ramsey County Transportation Sales and Use Tax (Sales and Use Tax), for specific transportation projects consistent with the requirements of Minnesota Statute 297A.993 on June 13, 2017, by Resolution B2017-143. Multiple projects were identified as eligible for the funding generated from the Sales and Use Tax through the Ramsey County Transportation Sales and Use Tax Capital Improvement Program, including the Riverview Corridor. In September 2024, Ramsey County announced the end of its work on the Riverview Corridor providing an opportunity to utilize the Sales and Use Tax to implement other transportation projects in Ramsey County. State statute allows new projects to utilize Sales and Use Tax funding following a public hearing and a resolution passed by the county board.

On November 19, 2024, the county board discussed on how to reallocate Sales and Use Tax funding to advance its efforts to provide a safe and efficient multi-modal transportation system leading to the county board acting on December 17, 2024, to direct staff to develop a transit and transportation investment plan to utilize the Sales and Use Tax funding for countywide improvements consistent with the Ramsey County All-Abilities Transportation Policy. On April 8, 2024, a workshop was held to discuss the Draft Transit and Transportation Plan's investment categories and illustrative projects. Staff was directed to bring the Final Transit and Transportation Plan before the board for approval and to complete the necessary tasks to make projects that would fall into these categories eligible for Sales and Use Tax funding.

To make projects eligible, MN Statute 297A.993 states that proceeds from the Sales and Use Tax must be dedicated to a transportation or transit improvement project designed by the county board and that the dedication must be done by resolution following a public hearing. Specific projects are defined in state statute as:

1. Capital cost of a specific transportation project or improvement.
2. Capital and operating costs of a specific transit project or improvement.
3. Capital costs of a safe routes to school program.
4. Payment of transit operating costs.
5. Capital cost of constructing building and other facilities for maintaining transportation and transit projects or improvements.

The Ramsey County Transportation Sales and Use Tax Capital Improvement Plan was first adopted in 2017.

Since that time, multiple changes have taken place that need to be reflected in the plan. These changes include:

- Metro Transit paying 100% of METRO Green Line operating costs.
- Metro Transit paying 100% of METRO Gold Line operating costs.
- Ramsey County ending work on the Riverview Corridor.
- Completion of the 2017-2021 Transportation Improvement Program.
- Rush Line is now METRO Purple Line.

Additionally, the Transit and Transportation Investment Plan, All-Abilities 2050 Transportation Plan, 2024-2028 Transportation Improvement Program, and other plans have identified projects, including transportation facilities, transit improvements, county highways, regional trails, and railroad improvements for completion. To make projects from these plans eligible, they must be part of a public hearing and then adopted by resolution of the county board. An updated Ramsey County Transportation Sales and Use Tax Capital Improvement Plan with projects identified by funding category from the Transit and Transportation Investment Plan is included for this public hearing. This plan is not inclusive of every project discussed in the Ramsey County Transit and Transportation Investment Plan or by the board at its workshops, but identifies eligible projects based on county board discussion and project readiness. The Ramsey County Transportation and Sales Tax Capital Improvement Plan is a living document, and new projects can be added as eligible for Sales and Use Tax funding at the discretion of the county board following a public hearing and adoption of a resolution on their eligibility, consistent with Minnesota Statute 297A.993.

Following the public hearing the board, at a subsequent meeting, will consider public comment and the proposed changes to the plan. Following this consideration, the board will be asked to pass a resolution to allow Sales and Use Tax proceeds to be used on the eligible projects identified in the Ramsey County Transportation Sales and Use Tax Capital Improvement Plan.

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☒ Opportunity

☒ Accountability

Racial Equity Impact

Transportation provides access to jobs, workforce training opportunities, education, healthcare, recreation, shopping, and other key destinations regionally and nationally. Improving Ramsey County's transportation system to prioritize people who walk, bike, and ride transit over automobiles and freight will ensure that the needs of all residents are met while improving resident safety and prosperity. As the most diverse county in Minnesota, Ramsey County is pursuing the implementation of transportation investments that provide reliable, low-cost, and high amenity transportation to reduce and eliminate transportation barriers for transit-dependent households, areas of racially concentrated poverty, and areas of low income. Reducing these barriers by elevating pedestrian, bicycle, and transit investments over automobile focused investments will reduce the financial and environmental cost on these groups by improving access to fast, frequent, and reliable transit, improving pedestrian infrastructure including safer street crossings and providing bicycle focused infrastructure, will provide residents with convenient alternatives to driving, allowing them to choose the best transportation for them.

Community Participation Level and Impact

A public hearing is being held to provide the opportunity for the public to provide direct input on the projects identified for Ramsey County Transportation Sales and Use Tax use. Additionally, the selection of these projects was informed by the All-Abilities 2050 Transportation Plan which included engaging with more than 1,500 residents, city, county, and township officials throughout its development.

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

Revision and approval of the list of projects that are eligible for use of Ramsey County Transportation Sales and Use Tax will allow for the allocation of existing and future sales use tax proceeds to newly identified projects. This includes re-allocation of funds that were previously committed to projects that have been completed or are no longer being pursued.

Last Previous Action

On May 13, 2025, the Ramsey County Board of Commissioners set the public hearing date of June 3, 2025 at 9 a.m. or as soon as possible thereafter, in the Council Chambers, third floor of the Ramsey County Courthouse, 15 West Kellogg Boulevard, Saint Paul, MN 55102 to afford the public an opportunity to comment on revisions to the list of projects eligible for County Transportation Sales and Use Tax Funding, and approve a list of eligible projects for County Transportation Sales and Use Tax funding (Resolution B2025-092).

On June 13, 2017, the Ramsey County Board of Commissioners authorized the imposition of a one-half percent sales and use tax and an excise tax of \$20 per motor vehicle as provided for in Minnesota Statutes Section 297A.993, for the purposes of funding transit and transportation improvements as designated in the Ramsey County Transportation Sales and Use Tax Capital Improvement Plan (Resolution B2017-143).

Attachments

1. Affidavit of Publication
2. Proposed Ramsey County Transportation Sales and Use Tax Capital Improvement Plan

AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
) ss.
 COUNTY OF RAMSEY)

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

1. I am the publisher of the VADNAIS HEIGHTS PRESS, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant of Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached was published in the newspaper are as follows:

Once a week, for one week, it was published on Wednesday, the 21st day of May, 2025.

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331A.06, is as follows:

a) Lowest classified rate paid by commercial users for comparable space _____


b) Maximum rate allowed by law for the above matter _____

c) Total amount charged for the above matter \$ 6.47/inch

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

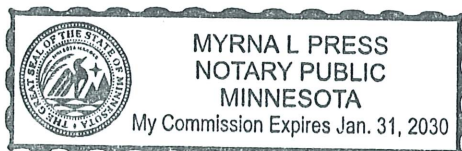
We are a qualified newspaper in the following counties: Anoka, Ramsey and Washington

FURTHER YOUR AFFIANT SAITH NOT.

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

Subscribed and sworn to before me on this 21st day of May, 2025.


 Notary Public



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

NOTICE IS HEREBY GIVEN that the Ramsey County Board of Commissioners will hold a Public Hearing at 9:00 a.m., or as soon thereafter as possible, on Tuesday, June 3, 2025, in the Council Chambers, 3rd Floor - Court House, 15 West Kellogg Boulevard, Saint Paul Minnesota, 55102.

This Public Hearing will be conducted to afford the public the opportunity to comment on the revisions and to approve the list of projects eligible for the Ramsey County Transportation Sales and Use Tax funds.

Persons who intend to testify are encouraged to sign up online at ramseycounty.us/chiefclerk or to contact the Chief Clerk at 651-266-9200 prior to Tuesday, June 3, 2024.

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

Zoom: <https://tinyurl.com/RamseyCoPHZoom6-3-25>
Webinar ID: 994 9015 4482 | **Passcode:** 405666 | **Phone:** 651-372-8299
Email: chiefclerk@ramseycounty.us | **Phone:** 651-266-9200 | **Written Mail:** Chief Clerk, 15 W. Kellogg Blvd, Suite 250, Saint Paul, MN 55102
Published one time in the Vadnais Heights Press on May 21, 2025.

Ramsey County Transportation Sales and Use Tax Capital Improvement Plan

On June 13, 2017, the Ramsey County Board approved the first Ramsey County Transportation Sales and Use Tax Capital Improvement Plan. Since that time, multiple changes have taken place that need to be reflected an updated plan. These changes include:

- Metro Transit is paying for 100% of the METRO Green Line operating costs.
- Metro Transit paying 100% of METRO Gold Line operating costs.
- Ramsey County ending work on the Riverview Corridor.
- Completion of the 2017-2021 Transportation Improvement Program.
- Rush Line is now METRO Purple Line.

These changes necessitate the removal of the following projects:

- METRO Green Line: Operating.
- METRO Gold Line: Capital and Operating.
- Riverview Corridor: Capital and Operating.
- Ramsey County 2017-2021 Transportation Improvement Plan.

Following a series of workshops to discuss future uses of the funding previously allocated to the Riverview Corridor, the Ramsey County Board and Ramsey County Regional Railroad Authority Approved the Transit and Transportation Improvement Program on May 27, 2025. The Transit and Transportation Improvement Program identifies project categories for the use of Ramsey County Transportation Sales and Use Tax and Ramsey County Regional Railroad Authority levy. These categories have been incorporated into this update to the Ramsey County Transportation Sales and Use Tax Capital Improvement Plan. Consistent with Minnesota Statute 297A.993, the following specific projects are eligible for Ramsey County Transportation Sales and Use Tax proceeds.

Roadways and Interchanges

- Lexington Avenue at CSAH 96 - Arden Hills and Shoreview.
- Hamline Avenue at CSAH 96 – Arden Hills.
- Snelling Avenue at Larpenteur Avenue – Falcon Heights.
- Rice Creek Commons Spine Road at CSAH 96 – Arden Hills.
- White Bear Avenue at I-94 – Saint Paul.

Corridor Improvements

- White Bear Avenue; Beam Avenue to I-94 – Maplewood and Saint Paul.
- Maryland Avenue; Johnson Parkway to White Bear Avenue – Saint Paul.
- Larpenteur Avenue/Parkway Drive; Hennepin County Line to Hwy 61- Falcon Heights, Lauderdale, Maplewood, Roseville and Saint Paul.
- Lexington Avenue; CSAH 96 to County Road J; Arden Hills and Shoreview.

Transformative and Innovative

- Rice Creek Commons Spine Road – Arden Hills.
- County Fleet Electric Vehicle Transition – Countywide.
- RiversEdge Transportation Infrastructure – Saint Paul.

Union Depot and Railroad

- Union Depot Track Three Extension – Saint Paul.
- Union Depot Train Deck Repairs and Modernization – Saint Paul.
- Union Depot Facility Modernization – Saint Paul.
- County Road C Bridge over BNSF railroad – Roseville.
- Victoria Street at CPKC railroad – Shoreview.
- Larpenteur Avenue at CPKC railroad – Maplewood and Saint Paul.

Other

- Purple Line Corridor – Maplewood and Saint Paul.
- Bruce Vento Regional Trail Extension – White Bear Lake.
- Trout Brook Regional Trail Extension – Little Canada, Maplewood, Saint Paul and Vadnais Heights
- All Projects contained in the 2024-2028 Ramsey County Transportation Improvement Program.

Board of Commissioners

Request for Board Action

Item Number: 2025-187

Meeting Date: 6/3/2025

Sponsor: Human Resources

Title

Proposed Ramsey County Commissioner's Salary Ordinance for 2026 - Waive First Reading and Set Public Hearing Date

Recommendation

1. Waive the First Reading of the proposed Ramsey County Commissioner's Salary Ordinance for 2026.
2. Set the Public Hearing date of June 24, 2025 at 9 a.m. or as soon as possible thereafter, in the Council Chambers, third floor of Ramsey County Courthouse - 15 West Kellogg Boulevard, Saint Paul, MN 55102 to afford the public an opportunity to comment on the proposed Ramsey County Commissioner's Salary Ordinance for 2026.

Background and Rationale

The Ramsey County Home Rule Charter section 5.01.A.1 requires that certain acts of the Ramsey County Board shall be by ordinance. The provisions of the Ramsey County Home Rule Charter relating to compensation for the Board of Commissioners in section 2.01.D state that:

- a. The Ramsey County Board may determine the amount of the annual salary of its members by passage of a salary ordinance; and
- b. The salary ordinance must be passed by July 1 of the year prior to the effective date of the ordinance;
- c. The ordinance shall not become effective until the first business day of the following year (January 1, 2026).

Ramsey County employees with settled bargaining agreements and unrepresented employees received a general wage increase of 3.00% in 2025. It has normally been the intention of the Ramsey County Board of Commissioners that future salary increases for the Ramsey County Board of Commissioners be set at a rate that matches the general increase in wages given to employees in the previous year.

An increase of 3.00% for the Ramsey County Board of Commissioners will result in a salary increase equivalent to the general wage increase given to employees in the calendar year 2025. The current annual salary of the Board of Commissioners is \$104,077 for county board members, and \$109,338 for the County Board Chair. The proposed salary ordinance would increase commissioners' salary to \$107,199 for county board members and to \$112,559 for the County Board Chair.

The Ramsey County Home Rule Charter section 5.02 states each proposed ordinance shall receive two readings: first, at the time it is presented, and second, at the time of the public hearing as required by law. Both readings may be waived if a copy of the ordinance is supplied to each member of the Ramsey County Board prior to its introduction. In accordance with these requirements, the proposed Ramsey County Commissioner's Salary Ordinance for 2026 was provided to each commissioner prior to its introduction on June 3, 2025. Therefore, the first reading may be waived by duly made motion and majority vote.

The Ramsey County Home Rule Charter section 5.02 states that every proposed ordinance shall hold a public hearing as required by law. A notification of the public hearing, which includes the draft ordinance will be

publicized in advance of the public hearing.

This action sets the date of the Public Hearing as June 24, 2025 at 9 a.m., or as soon thereafter as possible, in the Council Chambers. Persons who intend to testify are encouraged to sign up online at ramseycounty.us/chiefclerk or contact the Chief Clerk at 651-266-9200 prior to June 24, 2025. If in-person testimony is not feasible, comments may alternatively be provided via the following methods:

- Email: chiefclerk@ramseycounty.us <<mailto:chiefclerk@ramseycounty.us>>
- Phone: 651-266-9200
- Written letter to: Chief Clerk, 15 West Kellogg Blvd, 250 Courthouse, Saint Paul, MN 55102

The entire proposed Ordinance can be found on Ramsey County's website
<<https://www.ramseycounty.us/your-government/ordinances-regulations>>

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

There is no specific racial equity impact associated with this Request for Board Action.

Community Participation Level and Impact

This action is strictly operational and internal facing. It is the intent of the Ramsey County Board of Commissioners that future salary increases for the commissioners be set at a rate that matches the general increase in wages given to employees in the previous year.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Funding will be included in the proposed 2026-2027 biennial budget.

Last Previous Action

On June 18, 2024, the Ramsey County Board adopted the Ramsey County Commissioners' Salary Ordinance for 2025 (Ordinance Resolution B2024-117).

Attachments

1. Salary Ordinance
2. 2025 Metro Area Comparisons
3. Public Hearing Notice
4. Schedule of Events

Proposed Salary Ordinance

WHEREAS, the provisions of the Ramsey County Home Rule Charter (Charter) relating to compensation for the Board of Commissioners state that:

- a) The Board may determine the annual salary of its members by passage of a salary ordinance; and,
- b) The salary ordinance must be passed by July 1 of the year prior to the effective date of the ordinance; and,
- c) The ordinance shall not become effective until the first business day of the following year (January 1, 2026); and,

WHEREAS, The Charter requires that per diem payments be made to the County and that, with the exception of fees, payments and other compensation paid to an officer of the Association of Minnesota Counties, the County will not add these payments to the Commissioners' salary when payments are received from the various boards, committees and other governmental agencies; and

WHEREAS, The current annual salary of the Board of Commissioners is \$104,077 for County Board Members, and \$109,338 for the County Board Chair; and,

WHEREAS, In 2025, Ramsey County employees received a general wage increase of 3.00%; and,

WHEREAS, It has been the intention of the Ramsey County Board of Commissioners that future salary increases for the Board of Commissioners be set at a rate that matches the general increase in wages given to employees in the previous year; and,

WHEREAS, An increase of 3.00% for the Board of Commissioners will result in a salary increase equivalent to the general wage increase given to employees in the calendar year 2025;

Now, Therefore, The Board of Commissioners for the County of Ramsey Does,

ORDAIN, That the annual salary for the Ramsey County Board of Commissioners for calendar year 2025 shall increase to \$104,077 for County Board Members and by 2.25% to \$109,338 for the County Board Chair; and Be it Further

ORDAINED, With the exception of fees, payments and other compensation paid to an officer of the Association of Minnesota Counties, the Board voted to decline fees, payments and other compensation paid to County Board members in exchange for representing the County on outside boards, committees and other governmental agencies and any subcommittees thereof, and that any funds received by the County would remain within the County's General Fund; and Be It Further

ORDAINED, That the Commissioners are eligible to receive fees, payments and other compensation paid from the following boards, committees and other governmental agencies and any subcommittees thereof;

Association of Minnesota Counties (if serving as an Officer)

And Be It Further

ORDAINED, That all appointments of County Commissioners to various boards, committees and other governmental agencies shall be ratified by County Board resolution before per diems shall be paid; and Be It Further

ORDAINED, That any subsequent new appointments or changes in appointments to new or existing boards, committees or governmental agencies, and any subsequent establishment of new per diem rates or increase in current per diem rates shall be ratified by

58 County Board resolution before per diems shall be paid; And Be It Further

59
60 ORDAINED, That any increase in per diems or new per diems which are approved by
61 the above described process, shall be included in the next annual salary ordinance, and Be It
62 Further

63
64 ORDAINED, That the Ramsey County Board of Commissioners shall be allowed to
65 receive actual and necessary expenses for attendance at conferences, seminars, etc., in
66 connection with their official County Commissioner duties as do all other Ramsey County
67 employees; and Be It Further

68
69 ORDAINED, That unless a valid referendum petition is filed within 45 days after the
70 publication of this ordinance, this ordinance shall:

- 71
72 a) Become effective on January 1, 2026 and replace the previous salary ordinance (Ordinance
73 B2024-117); and,
74 b) Continue in effect throughout calendar year 2026 and subsequent years until changed by a
75 subsequent County Board ordinance.
76
77

2025 SALARIES OF MAJOR METRO AREA COUNTY COMMISSIONERS

Jurisdiction (1)	Ramsey County (2)	Ramsey County (2,4) Chair	Hennepin County (2)	Dakota County (2)	Anoka County (4)	Anoka County (4) Chair	Washington County (2)	Scott County (2, 3)	Scott County (2, 3) Chair	Scott County (2, 3) Vice Chair	Carver County (4)	Carver County (4) Chair	Carver County (4) Vice Chair
2025 Base Pay	\$ 104,077.00	\$ 109,338.00	\$ 128,337.00	\$ 103,582.00	\$ 93,344.78	\$ 93,344.78	85,486	\$87,431	\$87,431	\$87,431	\$ 89,633.00	\$ 89,633.00	\$ 89,633.00
Allowance	\$ 7,200.00	\$ 7,200.00	-	\$ 6,300.00	\$ 7,500.00	\$ 8,500.00	-	-	\$ 2,400.00	\$ 1,200.00	\$ 7,380.00	\$ 8,580.00	\$ 7,680.00
Annual Rate	\$ 111,277.00	\$ 116,538.00	\$ 128,337.00	\$ 109,882.00	\$ 100,844.78	\$ 101,844.78	\$ 85,486.00	\$87,431	\$ 84,088.00	\$ 83,188.00	\$ 97,013.00	\$ 98,213.00	\$ 97,313.00
General Wage Adjustment	2.25%		2.50%	3.25%	0.00%		3.75%	3.00%			3.00%		

- (1) Official salary rates shown. With the exception of Ramsey County, some individual members of these county boards may choose to receive lesser amounts.
- (2) These Counties pay mileage reimbursement according to IRS regulations
- (3) Scott County Commissioners no longer receive per diems; it is built into their salary as of 2020
- (4) Administrative Allowance provided for expenses incurred inside the metro area as noted.
- (5) Annual general wage adjustment for unrepresented employees only; does not include performance pay, range movement, market adjustments, etc
- (6) The above rates reflect application of the general wage adjustment to the 2024 rate, and with the exception of Ramsey County, were effective January 1, 2025.

PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that the Ramsey County Board of Commissioners will hold a public hearing at 9:00 a.m., or as soon thereafter as possible, on Tuesday, June 24, 2025, in the Ramsey County Courthouse – Saint Paul City Hall (Council Chambers, Room 300), 15 West Kellogg Blvd, Saint Paul, MN 55102.

This Public Hearing will be conducted in order to afford the public an opportunity to comment on the proposed 2025 Salary Ordinance for compensation to the Board of Commissioners for calendar year 2026.

The entire proposed Ordinance can be found on Ramsey County's web site www.ramseycounty.us (under the Public Notice section on the Ramsey County Board of Commissioners' page), or obtained by calling Jason Yang, Chief Clerk – County Board (651) 266-9200.

Persons who intend to testify are requested to contact the Chief Clerk prior to Tuesday, June 24, 2025. If in-person testimony is not feasible, comments may alternatively be provided via the following methods:

Zoom Webinar ID: 991 5155 0824 | **Passcode:** 218236 | **Phone:** 651-372-8299

Email: chiefclerk@ramseycounty.us | **Phone:** 651-266-9200 | **Written Mail:** Chief Clerk, 15 W. Kellogg Blvd, Suite 250, Saint Paul, MN 55102

SCHEDULE OF EVENTS

June 3, 2025	First Reading of Ordinance Set Date for Public Hearing
June 11, 2025	Publication of Public Hearing Notice
June 24, 2025	Second Reading of Ordinance Hold Public Hearing
July 1, 2025	Action on Adoption of Ordinance
January 1, 2026	Effective date of Ordinance

Board of Commissioners

Request for Board Action

Item Number: 2025-082

Meeting Date: 6/3/2025

Sponsor: Public Health

Title

2025 Single Source Agreements with Community Clinics for Healthcare Services

Recommendation

1. Approve agreements with the following community clinics for health care to low-income, uninsured and under-insured residents of Ramsey County, for the period from June 3, 2025 through December 31, 2025, with the option to renew for up to four one-year periods, in accordance with the annual rates established in the agreements:
 - a. Face to Face Health and Counseling Service, Inc., 1165 Arcade Street, Saint Paul, MN 55106, in an amount not to exceed \$35,190;
 - b. Open Cities Health Center, Inc., 409 North Dunlap, Saint Paul, MN 55104, and 916 Rice Street, Saint Paul, MN 55117, in an amount not to exceed \$189,555;
 - c. Riverland Community Health (formerly United Family Medicine) 1026 West Seventh Street, Saint Paul, MN 55102, in an amount not to exceed \$109,726 and
 - d. West Side Community Health Services dba Minnesota Community Care, 153 Cesar Chavez Street, Saint Paul, MN 55107, in an amount not to exceed \$415,978.
2. Authorize the Chair and Chief Clerk to execute the agreements.
3. Authorize the County Manager to approve amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

Background and Rationale

Ramsey County provides levy funding to community clinics on a fee-for-service reimbursement basis. Payments to the community clinics are made through a system of partial reimbursement for visits made by Ramsey County residents who are unable to pay the cost of the service due to insufficient financial resources (either personal or third party).

The agreements are with clinics that meet the definition of "community clinic":

- Incorporated as a non-profit corporation under Minnesota Statutes, Chapter 317A.
- Exempt from federal income tax under IRS Code of 1986, section 501(c)(3).
- Provides outpatient primary medical, dental or mental health care.
- Uses licensed medical, dental or mental health professionals to provide the outpatient primary medical, dental or mental health care described herein.
- Established to provide outpatient primary health care services to low-income population groups.
- Offers health services on a sliding-fee scale basis.

The collected data from the community clinics enables the county to analyze the use of levy funds for services to uninsured and under insured residents and ensure funding is distributed appropriately.

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☒ Opportunity

☒ Accountability

Racial Equity Impact

Through the community clinic annual agreements, each community clinic is required to provide data that includes the number of uninsured and underinsured patient visits, total number of visits, and race and ethnicity of patients. In 2024, the estimated percent of clients who identified as racially and ethnically diverse, including those who identified as Unknown/Other was over 80%. Subsidizing these clinics allows open access to health care services and contributes to efforts to advance racial and health equity.

Community Participation Level and Impact

The mission of these community clinics is to strengthen the health and well-being of the community through accessible healthcare. These agencies strive to include patients and community members on their board.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Funding for these services, in the amount of \$750,449 per year, is included in the 2025 approved Public Health department budget.

Last Previous Action

On January 14, 2020, the Ramsey County Board of Commissioners approved agreements with the community clinics (Resolution B2020-013).

Attachments

1. Single Source Agreement with Face to Face Health and Counseling Service
2. Single Source Agreement with Open Cities Health Center
3. Single Source Agreement with Riverland Community Health
4. Single Source Agreement with West Side Community Health Services



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Saint Paul – Ramsey County Public Health, 90 West Plato Boulevard, Suite 200, Saint Paul, Minnesota, 55107 ("County") and Face to Face Health and Counseling Service, Inc., 1165 Arcade Street, Saint Paul, Minnesota, 55106, registered as a Nonprofit Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from June 3, 2025 through December 31, 2025 and may be renewed for up to four (4) additional one year period(s).

The full term of this agreement (including renewals) is 4 year(s), 6 month(s) and 28 day(s).

1.1.1.

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

2. Scope of Service

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

2.1.

1. For the purposes of this section, "Community Clinic" is used to mean the same thing as "Contractor." The Contractor shall provide billable outpatient primary medical, dental or mental health care services to Ramsey County residents who are uninsured or underinsured as defined in Attachment B – Definitions, which is attached and made part of this Agreement. The Contractor will also comply with and provide semi-annual information identified within Attachment A, which is attached and made part of this Agreement.
2. All medical, mental health, and dental professionals providing services related to this Agreement will maintain current and unrestricted licensure to practice in the State of Minnesota. The Contractor will ensure that licenses are maintained during the entire Term of this Agreement. In the event that a license ceases to be valid at any time during this period, the Contractor shall ensure that the medical or dental personnel cease all activity under this Agreement.
3. The Contractor shall ensure it has a Background Check policy in place and shall perform background studies on all staff, volunteers and contractors who may have contact with clients or client families. Contractor shall maintain records of completed and passed background studies. Contractor's background studies

policies and records of completion shall be made available to the County upon request.

4. Funds can be used for payment of services provided to eligible residents only after Contractor maximizes available third-party reimbursements.
5. The parties expressly agree that “protected health information” as defined by the Health Insurance Portability Accountability Act (“HIPAA”), 45 C.F.R. §160.103, will not be shared or disclosed between the parties at any time during performance of services described within this Agreement and Contractor shall not be considered a “business associate” of the County in connection with this Agreement. If Contractor has responsibilities to comply with HIPAA for reasons other than this Agreement, Contractor shall be responsible for its own compliance.

2.2.

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

2.3.

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

2.4.

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

3. Schedule

The Contractor shall provide services as follows: From January 1, 2025 through December 31, 2025.

4. Cost

4.1.

The County shall pay the Contractor the following unit rates:

- \$60 per eligible visit, in an amount not to exceed \$35,190, for the period of January 1, 2025, through December 31, 2025.

4.2.

For the purposes of this Agreement, “Visit” means a billable outpatient primary medical, dental or mental health care service provided to a Ramsey County resident who is uninsured or underinsured per Attachment B.

The Contractor shall be reimbursed for eligible visits under this Agreement at a rate of \$60 per visit, in an amount not to exceed **\$35,190**, for the period January 1, 2025,

through December 31, 2025. The County reserves the right to change the rates and/or not to exceed annual amounts in future amendments.

Payments for services rendered will be made on a semi-annual basis and will be based on actual visit records for the period and submission of a report as required in Attachment A. An amount of \$3,500 will be reserved until receipt of the final semi-annual report, due January 31, 2026.

The County reserves the right to request additional aggregate, demographic information throughout the term of this agreement.

5. Special Conditions

5.1.

Emergency Preparedness

The Contractor shall agree to:

- a. Under the direction of Ramsey County staff, develop a clinic emergency preparedness plan to ensure clinic operational capacity and continuity of operations sufficient to meet the healthcare needs of clients during a public health emergency.
- b. As requested, participate in Ramsey County or regional public health emergency preparedness planning.
- c. In the event of a significant public health response or emergency, including but not limited to, an influenza pandemic or a large-scale infectious disease outbreak, take direction from Ramsey County to address emergent healthcare needs of clients.

5.2.

Immunization Registry

As a recipient of funds from Ramsey County, the Contractor shall participate in the Minnesota Immunization Information Connection (MIIC).

Contractor Responsibilities include:

- a. Submit ongoing patient immunization data directly to MIIC at least once a month; bi-weekly submissions are recommended.
- b. Enter immunization history, obtained from patient provided records, directly to MIIC.
- c. Using the Neighborhood Health Care Network – NHCN’s policy for screening patient immunization history.
- d. Providing training required for MIIC system users.
- e. The Clinic Executive Director, or the Executive Director’s Designee, will determine who at the clinic is responsible for entering patient immunization histories into the MIIC system and the frequency of data entry and transmission.
- f. Providing an agency contact, specific to immunizations, to Saint Paul – Ramsey County Public Health.

6. Contracting for Equity

6.1. 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.

6.2. 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."

6.3. Equal Employment Opportunity and Civil Rights

6.3.1.

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.

6.3.2.

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

6.3.3.

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:

6.3.3.1.

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

6.3.3.2.

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

6.3.3.3.

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.

6.4. Diverse Workforce Inclusion Resources

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

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

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

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

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

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

7. General Contract/Agreement Terms and Conditions

7.1. Payment

7.1.1.

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

7.1.2.

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

7.2. Application for Payments

7.2.1.

The Contractor shall submit an invoice as described in Attachment A.

Invoices and required reports can be emailed to PH.Invoice@ramseycounty.us or mailed to the following address:

Saint Paul – Ramsey County Public Health
Attention: Accounts Payable
555 Cedar Street
Saint Paul, Minnesota 55101

7.2.2.

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

7.2.3.

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

7.2.4.

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

7.2.5.

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

7.2.6.

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

7.3. Independent Contractor

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

7.4. Successors, Subcontracting and Assignment

7.4.1.

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

7.4.2.

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

7.5. Compliance With Legal Requirements

7.5.1.

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

7.5.2.

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

7.6. Data Practices

7.6.1.

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

7.6.2.

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

7.6.3.

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

Project and the Contractor shall give the County written verification that the data has been purged.

7.7. Security

7.7.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published by Information Services Information Security. The Policies are posted at <https://www.ramseycounty.us/businesses/doing-business-ramsey-county/contracts-vendors/information-security-policies-vendors>.

7.7.2.

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

7.7.3.

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

7.7.4.

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

7.7.5.

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

7.8. Indemnification

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

7.9. Contractor's Insurance

7.9.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

7.9.2.

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

7.9.3.

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

7.9.3.1.

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

7.9.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

7.9.4.1.

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

7.9.4.2.

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

7.9.5. 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.

7.9.6.

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.

7.9.7.

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.

7.9.8.

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.

7.9.9.

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.

7.9.10.

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.

7.9.11.

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-.

7.9.12.

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.

7.9.13.

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.

7.9.14.

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

7.10.Audit

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

7.11.Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

Contract Administration, Ramsey County Purchasing and Contracting, 121 7th Place East, Suite 4000, Saint Paul, Minnesota, 55101

Contractor:

Hanna Getachew-Kreusser, Executive Director, Face to Face Health and Counseling Service, Inc., 1165 Arcade Street, Saint Paul, Minnesota, 55106

7.12.Non-Conforming Services

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

7.13.Setoff

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

7.14.Conflict of Interest

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

7.15.Respectful Workplace and Violence Prevention

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

7.16.Force Majeure

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

7.17.Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

7.18.Termination

7.18.1.

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

7.18.2.

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

7.18.3.

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

7.19. Interpretation of Agreement; Venue

7.19.1.

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

7.19.2.

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

7.20. Warranty

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

7.21. Infringement

7.21.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other

proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

7.21.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such 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.

7.22. Debarment and Suspension

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

7.23. Alteration

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

7.24. Entire Agreement

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

Clinic Name: _____
Timeframe: _____ Jan 1 - June 30, 2025 (Due July 31, 2025)
_____ July 1 - Dec 31, 2025 (Due Jan 31, 2026)

Report the number of ALL Ramsey County resident Medical, Dental, Mental Health, or Other visit for each half year period by race/ethnicity (not just subsidized visits). Under the "Uninsured/Underinsured" column, include visits that qualify within those categories during the reported time period. Include all other visits within the "Insured" category.

Client Racial Groups	Number of Ramsey County Resident Client Visits							
	Medical		Dental		Mental Health		Other	
	Insured	Uninsured/ Underinsured	Insured	Uninsured/ Underinsured	Insured	Uninsured/ Underinsured	Insured	Uninsured/ Underinsured
White								
Hispanic								
Non-Hispanic								
Black								
Hispanic								
Non-Hispanic								
Asian								
Hispanic								
Non-Hispanic								
American Indian/ Alaskan Native								
Hispanic								
Non-Hispanic								
Native Hawaiian/ Pacific Islander								
Hispanic								
Non-Hispanic								
Multi-Race								
Hispanic								
Non-Hispanic								
Unknown/Other								
Hispanic								
Non-Hispanic								
Totals:	0	0	0	0	0	0	0	0

Total Medical, Dental, and Mental Health Visits (Uninsured/Underinsured)	0
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Clinic Name:

Timeframe:

Jan 1 - June 30, 2025 (Due July 31, 2025)

July 1 - Dec 31, 2025 (Due Jan 31, 2026)

Using the FY 2025 Income Limits Documentation System found on the HUD.Gov website, report the number of ALL Ramsey County clients for these six months (not just subsidized visits).

Report can be found here: [FY 2025 Income Limits Summary](#)

FY 2025 Income Limits Summary
Ramsey County, Minnesota median: \$132,400

	1	2	3	4	5	6	7	8
Extremely Low								
Income Limits*	\$ 27,800.00	\$ 31,800.00	\$ 35,750.00	\$ 39,700.00	\$ 42,900.00	\$ 46,100.00	\$ 49,250.00	\$ 54,150.00
50%	\$ 46,350.00	\$ 53,000.00	\$ 59,600.00	\$ 66,200.00	\$ 71,500.00	\$ 76,800.00	\$ 82,100.00	\$ 87,400.00
80%	\$ 72,950.00	\$ 83,400.00	\$ 93,800.00	\$ 104,200.00	\$ 112,550.00	\$ 120,900.00	\$ 129,250.00	\$ 137,550.00

Number of Ramsey County Clients Income as Percent of Median Income			
Poverty Level	Saint Paul	Ramsey County Suburbs	Total
# Persons at 30% or less of median income			
# Persons at 31 - 49% of median income			
# Persons at 50 - 80% of median income			
# Persons above 80% median income			
Unknown			

*Per HUD.Gov: The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) [of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

2025 Ramsey County/Saint Paul Community Clinics Definitions

Community Clinic: A community clinic is defined as a nonprofit, tribal, Indian Health Service or publicly owned clinic that is established to provide health services to low income or rural population groups. Eligible clinics are required to provide medical, preventive, dental, or mental health primary care services and must utilize a sliding fee scale or other procedure to determine eligibility for charity care or to ensure that no person will be denied services because of inability to pay.

Minnesota Statute §145.9268, Subdivision 1

Uninsured/Underinsured: People qualify as underinsured if they have at least one of the following qualifiers: medical expenses greater than 10% of annual income; health plan deductibles equal to or greater than 5% of annual income; or an annual income less than 200% of the federal poverty level and medical expenses greater than 5% of annual income. No Contractor will be allowed to be reimbursed from multiple Ramsey County grants for the same client visit.



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Saint Paul – Ramsey County Public Health, 90 West Plato Boulevard, Suite 200, Saint Paul, Minnesota, 55107 ("County") and Open Cities Health Center, Inc., 409 Dunlap Street North, Saint Paul, Minnesota, 55104, registered as a Nonprofit Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from June 3, 2025 through December 31, 2025 and may be renewed for up to four (4) additional one year period(s).

The full term of this agreement (including renewals) is 4 year(s), 6 month(s) and 28 day(s).

1.1.1.

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

2. Scope of Service

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

2.1.

1. For the purposes of this section, "Community Clinic" is used to mean the same thing as "Contractor." The Contractor shall provide billable outpatient primary medical, dental or mental health care services to Ramsey County residents who are uninsured or underinsured as defined in Attachment B – Definitions, which is attached and made part of this Agreement. The Contractor will also comply with and provide semi-annual information identified within Attachment A, which is attached and made part of this Agreement.
2. All medical, mental health, and dental professionals providing services related to this Agreement will maintain current and unrestricted licensure to practice in the State of Minnesota. The Contractor will ensure that licenses are maintained during the entire Term of this Agreement. In the event that a license ceases to be valid at any time during this period, the Contractor shall ensure that the medical or dental personnel cease all activity under this Agreement.
3. The Contractor shall ensure it has a Background Check policy in place and shall perform background studies on all staff, volunteers and contractors who may have contact with clients or client families. Contractor shall maintain records of completed and passed background studies. Contractor's background studies

policies and records of completion shall be made available to the County upon request.

4. Funds can be used for payment of services provided to eligible residents only after Contractor maximizes available third-party reimbursements.
5. The parties expressly agree that “protected health information” as defined by the Health Insurance Portability Accountability Act (“HIPAA”), 45 C.F.R. §160.103, will not be shared or disclosed between the parties at any time during performance of services described within this Agreement and Contractor shall not be considered a “business associate” of the County in connection with this Agreement. If Contractor has responsibilities to comply with HIPAA for reasons other than this Agreement, Contractor shall be responsible for its own compliance.

2.2.

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

2.3.

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

2.4.

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

3. Schedule

The Contractor shall provide services as follows: From January 1, 2025 through December 31, 2025.

4. Cost

4.1.

The County shall pay the Contractor the following unit rates:

- \$60 per eligible visit, in an amount not to exceed \$189,555, for the period of January 1, 2025, through December 31, 2025.

4.2.

For the purposes of this Agreement, “Visit” means a billable outpatient primary medical, dental or mental health care service provided to a Ramsey County resident who is uninsured or underinsured per Attachment B.

The Contractor shall be reimbursed for eligible visits under this Agreement at a rate of \$60 per visit, in an amount not to exceed **\$189,555**, for the period January 1, 2025, through December 31, 2025. The County reserves the right to change the rates and/or not to exceed annual amounts in future amendments.

Payments for services rendered will be made on a semi-annual basis and will be based on actual visit records for the period and submission of a report as required in Attachment A. An amount of \$18,955 will be reserved until receipt of the final semi-annual report, due January 31, 2026.

The County reserves the right to request additional aggregate, demographic information throughout the term of this agreement.

5. Special Conditions

5.1.

Emergency Preparedness

The Contractor shall agree to:

- a. Under the direction of Ramsey County staff, develop a clinic emergency preparedness plan to ensure clinic operational capacity and continuity of operations sufficient to meet the healthcare needs of clients during a public health emergency.
- b. As requested, participate in Ramsey County or regional public health emergency preparedness planning.
- c. In the event of a significant public health response or emergency, including but not limited to, an influenza pandemic or a large-scale infectious disease outbreak, take direction from Ramsey County to address emergent healthcare needs of clients.
- d. Coordinate with Ramsey County to implement the responsibilities agreed to in the Closed Point of Dispensing Memorandum of Understanding (MOU) in the event of an activation of the MOU.

5.2.

Immunization Registry

As a recipient of funds from Ramsey County, the Contractor shall participate in the Minnesota Immunization Information Connection (MIIC).

Contractor Responsibilities include:

- a. Submit ongoing patient immunization data directly to MIIC at least once a month; bi-weekly submissions are recommended.
- b. Enter immunization history, obtained from patient provided records, directly to MIIC.
- c. Using the Neighborhood Health Care Network – NHCN’s policy for screening patient immunization history.
- d. Providing training required for MIIC system users.
- e. The Clinic Executive Director, or the Executive Director’s Designee, will determine who at the clinic is responsible for entering patient immunization histories into the MIIC system and the frequency of data entry and transmission.

- f. Providing an agency contact, specific to immunizations, to Saint Paul – Ramsey County Public Health.

6. Contracting for Equity

6.1. 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.

6.2. 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."

6.3. Equal Employment Opportunity and Civil Rights

6.3.1.

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.

6.3.2.

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

6.3.3.

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:

6.3.3.1.

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

6.3.3.2.

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

6.3.3.3.

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.

6.4. Diverse Workforce Inclusion Resources

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

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

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

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

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

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

7. General Contract/Agreement Terms and Conditions

7.1. Payment

7.1.1.

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

7.1.2.

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

7.2. Application for Payments

7.2.1.

The Contractor shall submit an invoice as described in Attachment A.

Invoices and required reports can be emailed to PH.Invoice@ramseycounty.us or mailed to the following address:

Saint Paul – Ramsey County Public Health
Attention: Accounts Payable
555 Cedar Street
Saint Paul, Minnesota 55101

7.2.2.

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

7.2.3.

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

7.2.4.

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

7.2.5.

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

7.2.6.

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

7.3. Independent Contractor

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

7.4. Successors, Subcontracting and Assignment

7.4.1.

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

7.4.2.

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

7.5. Compliance With Legal Requirements

7.5.1.

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

7.5.2.

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

7.6. Data Practices

7.6.1.

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

7.6.2.

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

7.6.3.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used

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

7.7. Security

7.7.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published by Information Services Information Security. The Policies are posted at <https://www.ramseycounty.us/businesses/doing-business-ramsey-county/contracts-vendors/information-security-policies-vendors>.

7.7.2.

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

7.7.3.

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

7.7.4.

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

7.7.5.

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

7.8. Indemnification

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

7.9. Contractor's Insurance

7.9.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

7.9.2.

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

7.9.3.

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

7.9.3.1.

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

7.9.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

7.9.4.1.

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

7.9.4.2.

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

7.9.5. 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.

7.9.6.

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.

7.9.7.

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.

7.9.8.

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.

7.9.9.

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.

7.9.10.

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.

7.9.11.

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-.

7.9.12.

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.

7.9.13.

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.

7.9.14.

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

7.10.Audit

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

7.11.Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

Contract Administration, Ramsey County Purchasing and Contracting, 121 7th Place East, Suite 4000, Saint Paul, Minnesota, 55101

Contractor:

Todd Moultrie, Chief Operating Officer, Open Cities Health Center, Inc., 409 Dunlap Street North, Saint Paul, Minnesota, 55104

7.12.Non-Conforming Services

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

7.13.Setoff

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

7.14.Conflict of Interest

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

7.15.Respectful Workplace and Violence Prevention

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

7.16.Force Majeure

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

7.17.Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

7.18.Termination

7.18.1.

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

7.18.2.

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

7.18.3.

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

7.19. Interpretation of Agreement; Venue

7.19.1.

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

7.19.2.

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

7.20. Warranty

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

7.21. Infringement

7.21.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other

proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

7.21.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such 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.

7.22. Debarment and Suspension

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

7.23. Alteration

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

7.24. Entire Agreement

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

Clinic Name: _____
Timeframe: _____ Jan 1 - June 30, 2025 (Due July 31, 2025)
_____ July 1 - Dec 31, 2025 (Due Jan 31, 2026)

Report the number of ALL Ramsey County resident Medical, Dental, Mental Health, or Other visit for each half year period by race/ethnicity (not just subsidized visits). Under the "Uninsured/Underinsured" column, include visits that qualify within those categories during the reported time period. Include all other visits within the "Insured" category.

Client Racial Groups	Number of Ramsey County Resident Client Visits							
	Medical		Dental		Mental Health		Other	
	Insured	Uninsured/Underinsured	Insured	Uninsured/Underinsured	Insured	Uninsured/Underinsured	Insured	Uninsured/Underinsured
White								
Hispanic								
Non-Hispanic								
Black								
Hispanic								
Non-Hispanic								
Asian								
Hispanic								
Non-Hispanic								
American Indian/Alaskan Native								
Hispanic								
Non-Hispanic								
Native Hawaiian/Pacific Islander								
Hispanic								
Non-Hispanic								
Multi-Race								
Hispanic								
Non-Hispanic								
Unknown/Other								
Hispanic								
Non-Hispanic								
Totals:	0	0	0	0	0	0	0	0

Total Medical, Dental, and Mental Health Visits (Uninsured/Underinsured)	0
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Clinic Name:

Timeframe:

Jan 1 - June 30, 2025 (Due July 31, 2025)

July 1 - Dec 31, 2025 (Due Jan 31, 2026)

Using the FY 2025 Income Limits Documentation System found on the HUD.Gov website, report the number of ALL Ramsey County clients for these six months (not just subsidized visits).

Report can be found here: [FY 2025 Income Limits Summary](#)

FY 2025 Income Limits Summary
Ramsey County, Minnesota median: \$132,400

	1	2	3	4	5	6	7	8
Extremely Low								
Income Limits*	\$ 27,800.00	\$ 31,800.00	\$ 35,750.00	\$ 39,700.00	\$ 42,900.00	\$ 46,100.00	\$ 49,250.00	\$ 54,150.00
50%	\$ 46,350.00	\$ 53,000.00	\$ 59,600.00	\$ 66,200.00	\$ 71,500.00	\$ 76,800.00	\$ 82,100.00	\$ 87,400.00
80%	\$ 72,950.00	\$ 83,400.00	\$ 93,800.00	\$ 104,200.00	\$ 112,550.00	\$ 120,900.00	\$ 129,250.00	\$ 137,550.00

Number of Ramsey County Clients Income as Percent of Median Income			
Poverty Level	Saint Paul	Ramsey County Suburbs	Total
# Persons at 30% or less of median income			
# Persons at 31 - 49% of median income			
# Persons at 50 - 80% of median income			
# Persons above 80% median income			
Unknown			

*Per HUD.Gov: The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) [of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

2025 Ramsey County/Saint Paul Community Clinics Definitions

Community Clinic: A community clinic is defined as a nonprofit, tribal, Indian Health Service or publicly owned clinic that is established to provide health services to low income or rural population groups. Eligible clinics are required to provide medical, preventive, dental, or mental health primary care services and must utilize a sliding fee scale or other procedure to determine eligibility for charity care or to ensure that no person will be denied services because of inability to pay.

Minnesota Statute §145.9268, Subdivision 1

Uninsured/Underinsured: People qualify as underinsured if they have at least one of the following qualifiers: medical expenses greater than 10% of annual income; health plan deductibles equal to or greater than 5% of annual income; or an annual income less than 200% of the federal poverty level and medical expenses greater than 5% of annual income. No Contractor will be allowed to be reimbursed from multiple Ramsey County grants for the same client visit.



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Saint Paul – Ramsey County Public Health, 90 West Plato Boulevard, Suite 200, Saint Paul, Minnesota, 55107 ("County") and United Family Practice Health Center, 1026 West 7th Street, Saint Paul, Minnesota, 55102, doing business as (DBA) Riverland Community Health Center, registered as a Nonprofit Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from June 3, 2025 through December 31, 2025 and may be renewed for up to four (4) additional one year period(s).

The full term of this agreement (including renewals) is 4 year(s), 6 month(s) and 28 day(s).

1.1.1.

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

2. Scope of Service

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

2.1.

1. For the purposes of this section, "Community Clinic" is used to mean the same thing as "Contractor." The Contractor shall provide billable outpatient primary medical, dental or mental health care services to Ramsey County residents who are uninsured or underinsured as defined in Attachment B – Definitions, which is attached and made part of this Agreement. The Contractor will also comply with and provide semi-annual information identified within Attachment A, which is attached and made part of this Agreement.
2. All medical, mental health, and dental professionals providing services related to this Agreement will maintain current and unrestricted licensure to practice in the State of Minnesota. The Contractor will ensure that licenses are maintained during the entire Term of this Agreement. In the event that a license ceases to be valid at any time during this period, the Contractor shall ensure that the medical or dental personnel cease all activity under this Agreement.
3. The Contractor shall ensure it has a Background Check policy in place and shall perform background studies on all staff, volunteers and contractors who may have contact with clients or client families. Contractor shall maintain records of

completed and passed background studies. Contractor's background studies policies and records of completion shall be made available to the County upon request.

4. Funds can be used for payment of services provided to eligible residents only after Contractor maximizes available third-party reimbursements.
5. The parties expressly agree that "protected health information" as defined by the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. §160.103, will not be shared or disclosed between the parties at any time during performance of services described within this Agreement and Contractor shall not be considered a "business associate" of the County in connection with this Agreement. If Contractor has responsibilities to comply with HIPAA for reasons other than this Agreement, Contractor shall be responsible for its own compliance.

2.2.

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

2.3.

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

2.4.

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

3. Schedule

The Contractor shall provide services as follows: From January 1, 2025 through December 31, 2025.

4. Cost

4.1.

The County shall pay the Contractor the following unit rates:

- \$60 per eligible visit, in an amount not to exceed \$109,726, for the period of January 1, 2025, through December 31, 2025.

4.2.

For the purposes of this Agreement, "Visit" means a billable outpatient primary medical, dental or mental health care service provided to a Ramsey County resident who is uninsured or underinsured per Attachment B.

The Contractor shall be reimbursed for eligible visits under this Agreement at a rate of \$60 per visit, in an amount not to exceed **\$109,726**, for the period January 1, 2025, through December 31, 2025. The County reserves the right to change the rates and/or not to exceed annual amounts in future amendments.

Payments for services rendered will be made on a semi-annual basis and will be based on actual visit records for the period and submission of a report as required in Attachment A. An amount of \$10,972 will be reserved until receipt of the final semi-annual report, due January 31, 2026.

The County reserves the right to request additional aggregate, demographic information throughout the term of this agreement.

5. Special Conditions

5.1.

Emergency Preparedness

The Contractor shall agree to:

- a. Under the direction of Ramsey County staff, develop a clinic emergency preparedness plan to ensure clinic operational capacity and continuity of operations sufficient to meet the healthcare needs of clients during a public health emergency.
- b. As requested, participate in Ramsey County or regional public health emergency preparedness planning.
- c. In the event of a significant public health response or emergency, including but not limited to, an influenza pandemic or a large-scale infectious disease outbreak, take direction from Ramsey County to address emergent healthcare needs of clients.
- d. Coordinate with Ramsey County to implement the responsibilities agreed to in the Closed Point of Dispensing Memorandum of Understanding (MOU) in the event of an activation of the MOU.

5.2.

Immunization Registry

As a recipient of funds from Ramsey County, the Contractor shall participate in the Minnesota Immunization Information Connection (MIIC).

Contractor Responsibilities include:

- a. Submit ongoing patient immunization data directly to MIIC at least once a month; bi-weekly submissions are recommended.
- b. Enter immunization history, obtained from patient provided records, directly to MIIC.
- c. Using the Neighborhood Health Care Network – NHCN’s policy for screening patient immunization history.
- d. Providing training required for MIIC system users.

- e. The Clinic Executive Director, or the Executive Director's Designee, will determine who at the clinic is responsible for entering patient immunization histories into the MIIC system and the frequency of data entry and transmission.
- f. Providing an agency contact, specific to immunizations, to Saint Paul – Ramsey County Public Health.

6. Contracting for Equity

6.1. 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.

6.2. 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."

6.3. Equal Employment Opportunity and Civil Rights

6.3.1.

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.

6.3.2.

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

6.3.3.

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:

6.3.3.1.

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

6.3.3.2.

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

6.3.3.3.

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.

6.4. Diverse Workforce Inclusion Resources

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

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

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

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

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

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

7. General Contract/Agreement Terms and Conditions

7.1. Payment

7.1.1.

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

7.1.2.

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

7.2. Application for Payments

7.2.1.

The Contractor shall submit an invoice as described in Attachment A.

Invoices and required reports can be emailed to PH.Invoice@ramseycounty.us or mailed to the following address:

Saint Paul – Ramsey County Public Health
Attention: Accounts Payable
555 Cedar Street
Saint Paul, Minnesota 55101

7.2.2.

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

7.2.3.

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

7.2.4.

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

7.2.5.

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

7.2.6.

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

7.3. Independent Contractor

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

7.4. Successors, Subcontracting and Assignment

7.4.1.

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

7.4.2.

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

7.5. Compliance With Legal Requirements

7.5.1.

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

7.5.2.

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

7.6. Data Practices

7.6.1.

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

7.6.2.

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

7.6.3.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used

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

7.7. Security

7.7.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published by Information Services Information Security. The Policies are posted at <https://www.ramseycounty.us/businesses/doing-business-ramsey-county/contracts-vendors/information-security-policies-vendors>.

7.7.2.

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

7.7.3.

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

7.7.4.

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

7.7.5.

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

7.8. Indemnification

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

7.9. Contractor's Insurance

7.9.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

7.9.2.

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

7.9.3.

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

7.9.3.1.

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

7.9.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

7.9.4.1.

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

7.9.4.2.

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

7.9.5. 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.

7.9.6.

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.

7.9.7.

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.

7.9.8.

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.

7.9.9.

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.

7.9.10.

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.

7.9.11.

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-.

7.9.12.

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.

7.9.13.

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.

7.9.14.

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

7.10.Audit

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

7.11.Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

Contract Administration, Ramsey County Purchasing and Contracting, 121 7th Place East, Suite 4000, Saint Paul, Minnesota, 55101

Contractor:

Sarah Torres, Chief Operating Officer, United Family Medicine, 1026 West 7th Street, Saint Paul, Minnesota, 55102

7.12.Non-Conforming Services

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

7.13.Setoff

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

7.14.Conflict of Interest

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

7.15.Respectful Workplace and Violence Prevention

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

7.16.Force Majeure

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

7.17.Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

7.18.Termination

7.18.1.

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

7.18.2.

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

7.18.3.

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

7.19. Interpretation of Agreement; Venue

7.19.1.

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

7.19.2.

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

7.20. Warranty

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

7.21. Infringement

7.21.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other

proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

7.21.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such 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.

7.22. Debarment and Suspension

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

7.23. Alteration

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

7.24. Entire Agreement

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

Clinic Name: _____
Timeframe: _____ Jan 1 - June 30, 2025 (Due July 31, 2025)
_____ July 1 - Dec 31, 2025 (Due Jan 31, 2026)

Report the number of ALL Ramsey County resident Medical, Dental, Mental Health, or Other visit for each half year period by race/ethnicity (not just subsidized visits). Under the "Uninsured/Underinsured" column, include visits that qualify within those categories during the reported time period. Include all other visits within the "Insured" category.

Client Racial Groups	Number of Ramsey County Resident Client Visits							
	Medical		Dental		Mental Health		Other	
	Insured	Uninsured/ Underinsured	Insured	Uninsured/ Underinsured	Insured	Uninsured/ Underinsured	Insured	Uninsured/ Underinsured
White								
Hispanic								
Non-Hispanic								
Black								
Hispanic								
Non-Hispanic								
Asian								
Hispanic								
Non-Hispanic								
American Indian/ Alaskan Native								
Hispanic								
Non-Hispanic								
Native Hawaiian/ Pacific Islander								
Hispanic								
Non-Hispanic								
Multi-Race								
Hispanic								
Non-Hispanic								
Unknown/Other								
Hispanic								
Non-Hispanic								
Totals:	0	0	0	0	0	0	0	0

Total Medical, Dental, and Mental Health Visits (Uninsured/Underinsured)	0
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Clinic Name:

Timeframe:

Jan 1 - June 30, 2025 (Due July 31, 2025)

July 1 - Dec 31, 2025 (Due Jan 31, 2026)

Using the FY 2025 Income Limits Documentation System found on the HUD.Gov website, report the number of ALL Ramsey County clients for these six months (not just subsidized visits).

Report can be found here: [FY 2025 Income Limits Summary](#)

FY 2025 Income Limits Summary
Ramsey County, Minnesota median: \$132,400

	1	2	3	4	5	6	7	8
Extremely Low								
Income Limits*	\$ 27,800.00	\$ 31,800.00	\$ 35,750.00	\$ 39,700.00	\$ 42,900.00	\$ 46,100.00	\$ 49,250.00	\$ 54,150.00
50%	\$ 46,350.00	\$ 53,000.00	\$ 59,600.00	\$ 66,200.00	\$ 71,500.00	\$ 76,800.00	\$ 82,100.00	\$ 87,400.00
80%	\$ 72,950.00	\$ 83,400.00	\$ 93,800.00	\$ 104,200.00	\$ 112,550.00	\$ 120,900.00	\$ 129,250.00	\$ 137,550.00

Number of Ramsey County Clients Income as Percent of Median Income			
Poverty Level	Saint Paul	Ramsey County Suburbs	Total
# Persons at 30% or less of median income			
# Persons at 31 - 49% of median income			
# Persons at 50 - 80% of median income			
# Persons above 80% median income			
Unknown			

*Per HUD.Gov: The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) [of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

2025 Ramsey County/Saint Paul Community Clinics Definitions

Community Clinic: A community clinic is defined as a nonprofit, tribal, Indian Health Service or publicly owned clinic that is established to provide health services to low income or rural population groups. Eligible clinics are required to provide medical, preventive, dental, or mental health primary care services and must utilize a sliding fee scale or other procedure to determine eligibility for charity care or to ensure that no person will be denied services because of inability to pay.

Minnesota Statute §145.9268, Subdivision 1

Uninsured/Underinsured: People qualify as underinsured if they have at least one of the following qualifiers: medical expenses greater than 10% of annual income; health plan deductibles equal to or greater than 5% of annual income; or an annual income less than 200% of the federal poverty level and medical expenses greater than 5% of annual income. No Contractor will be allowed to be reimbursed from multiple Ramsey County grants for the same client visit.



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Saint Paul – Ramsey County Public Health, 90 West Plato Boulevard, Suite 200, Saint Paul, Minnesota, 55107 ("County") and West Side Community Health Services, Inc., 153 Cesar Chavez Street, Saint Paul, Minnesota, 55107, doing business as (DBA) Minnesota Community Care, registered as a Nonprofit Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from June 3, 2025 through December 31, 2025 and may be renewed for up to four (4) additional one year period(s).

The full term of this agreement (including renewals) is 4 year(s), 6 month(s) and 28 day(s).

1.1.1.

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

2. Scope of Service

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

2.1.

1. For the purposes of this section, "Community Clinic" is used to mean the same thing as "Contractor." The Contractor shall provide billable outpatient primary medical, dental or mental health care services to Ramsey County residents who are uninsured or underinsured as defined in Attachment B – Definitions, which is attached and made part of this Agreement. The Contractor will also comply with and provide semi-annual information identified within Attachment A, which is attached and made part of this Agreement.
2. All medical, mental health, and dental professionals providing services related to this Agreement will maintain current and unrestricted licensure to practice in the State of Minnesota. The Contractor will ensure that licenses are maintained during the entire Term of this Agreement. In the event that a license ceases to be valid at any time during this period, the Contractor shall ensure that the medical or dental personnel cease all activity under this Agreement.
3. The Contractor shall ensure it has a Background Check policy in place and shall perform background studies on all staff, volunteers and contractors who may have contact with clients or client families. Contractor shall maintain records of

completed and passed background studies. Contractor's background studies policies and records of completion shall be made available to the County upon request.

4. Funds can be used for payment of services provided to eligible residents only after Contractor maximizes available third-party reimbursements.
5. The parties expressly agree that "protected health information" as defined by the Health Insurance Portability Accountability Act ("HIPAA"), 45 C.F.R. §160.103, will not be shared or disclosed between the parties at any time during performance of services described within this Agreement and Contractor shall not be considered a "business associate" of the County in connection with this Agreement. If Contractor has responsibilities to comply with HIPAA for reasons other than this Agreement, Contractor shall be responsible for its own compliance.

2.2.

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

2.3.

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

2.4.

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

3. Schedule

The Contractor shall provide services as follows: From January 1, 2025 through December 31, 2025.

4. Cost

4.1.

The County shall pay the Contractor the following unit rates:

- \$60 per eligible visit, in an amount not to exceed \$415,978, for the period of January 1, 2025, through December 31, 2025.

4.2.

For the purposes of this Agreement, "Visit" means a billable outpatient primary medical, dental or mental health care service provided to a Ramsey County resident who is uninsured or underinsured per Attachment B.

The Contractor shall be reimbursed for eligible visits under this Agreement at a rate of \$60 per visit, in an amount not to exceed **\$415,978**, for the period January 1, 2025, through December 31, 2025. The County reserves the right to change the rates and/or not to exceed annual amounts in future amendments.

Payments for services rendered will be made on a semi-annual basis and will be based on actual visit records for the period and submission of a report as required in Attachment A. An amount of \$41,597 will be reserved until receipt of the final semi-annual report, due January 31, 2026.

The County reserves the right to request additional aggregate, demographic information throughout the term of this agreement.

5. Special Conditions

5.1.

Emergency Preparedness

The Contractor shall agree to:

- a. Under the direction of Ramsey County staff, develop a clinic emergency preparedness plan to ensure clinic operational capacity and continuity of operations sufficient to meet the healthcare needs of clients during a public health emergency.
- b. As requested, participate in Ramsey County or regional public health emergency preparedness planning.
- c. In the event of a significant public health response or emergency, including but not limited to, an influenza pandemic or a large-scale infectious disease outbreak, take direction from Ramsey County to address emergent healthcare needs of clients.
- d. Coordinate with Ramsey County to implement the responsibilities agreed to in the Closed Point of Dispensing Memorandum of Understanding (MOU) in the event of an activation of the MOU.

5.2.

Immunization Registry

As a recipient of funds from Ramsey County, the Contractor shall participate in the Minnesota Immunization Information Connection (MIIC).

Contractor Responsibilities include:

- a. Submit ongoing patient immunization data directly to MIIC at least once a month; bi-weekly submissions are recommended.
- b. Enter immunization history, obtained from patient provided records, directly to MIIC.
- c. Using the Neighborhood Health Care Network – NHCN’s policy for screening patient immunization history.
- d. Providing training required for MIIC system users.

- e. The Clinic Executive Director, or the Executive Director's Designee, will determine who at the clinic is responsible for entering patient immunization histories into the MIIC system and the frequency of data entry and transmission.
- f. Providing an agency contact, specific to immunizations, to Saint Paul – Ramsey County Public Health.

6. Contracting for Equity

6.1. 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.

6.2. 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."

6.3. Equal Employment Opportunity and Civil Rights

6.3.1.

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.

6.3.2.

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

6.3.3.

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:

6.3.3.1.

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

6.3.3.2.

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

6.3.3.3.

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.

6.4. Diverse Workforce Inclusion Resources

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

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

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

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

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

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

7. General Contract/Agreement Terms and Conditions

7.1. Payment

7.1.1.

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

7.1.2.

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

7.2. Application for Payments

7.2.1.

The Contractor shall submit an invoice as described in Attachment A.

Invoices and required reports can be emailed to PH.Invoice@ramseycounty.us or mailed to the following address:

Saint Paul – Ramsey County Public Health
Attention: Accounts Payable
555 Cedar Street
Saint Paul, Minnesota 55101

7.2.2.

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

7.2.3.

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

7.2.4.

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

7.2.5.

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

7.2.6.

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

7.3. Independent Contractor

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

7.4. Successors, Subcontracting and Assignment

7.4.1.

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

7.4.2.

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

7.5. Compliance With Legal Requirements

7.5.1.

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

7.5.2.

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

7.6. Data Practices

7.6.1.

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

7.6.2.

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

7.6.3.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used

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

7.7. Security

7.7.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published by Information Services Information Security. The Policies are posted at <https://www.ramseycounty.us/businesses/doing-business-ramsey-county/contracts-vendors/information-security-policies-vendors>.

7.7.2.

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

7.7.3.

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

7.7.4.

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

7.7.5.

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

7.8. Indemnification

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

7.9. Contractor's Insurance

7.9.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

7.9.2.

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

7.9.3.

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

7.9.3.1.

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

7.9.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

7.9.4.1.

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

7.9.4.2.

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

7.9.5. 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.

7.9.6.

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.

7.9.7.

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.

7.9.8.

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.

7.9.9.

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.

7.9.10.

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.

7.9.11.

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-.

7.9.12.

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.

7.9.13.

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.

7.9.14.

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

7.10.Audit

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

7.11.Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

Contract Administration, Ramsey County Purchasing and Contracting, 121 7th Place East, Suite 4000, Saint Paul, Minnesota, 55101

Contractor:

Reuben Moore, CEO, Minnesota Community Care, 153 Cesar Chavez Street, Saint Paul, Minnesota, 55107

7.12.Non-Conforming Services

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

7.13.Setoff

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

7.14.Conflict of Interest

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

7.15.Respectful Workplace and Violence Prevention

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

7.16.Force Majeure

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

7.17.Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

7.18.Termination

7.18.1.

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

7.18.2.

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

7.18.3.

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

7.19. Interpretation of Agreement; Venue

7.19.1.

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

7.19.2.

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

7.20. Warranty

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

7.21. Infringement

7.21.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other

proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

7.21.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such 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.

7.22. Debarment and Suspension

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

7.23. Alteration

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

7.24. Entire Agreement

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

Clinic Name: _____
Timeframe: _____ Jan 1 - June 30, 2025 (Due July 31, 2025)
_____ July 1 - Dec 31, 2025 (Due Jan 31, 2026)

Report the number of ALL Ramsey County resident Medical, Dental, Mental Health, or Other visit for each half year period by race/ethnicity (not just subsidized visits). Under the "Uninsured/Underinsured" column, include visits that qualify within those categories during the reported time period. Include all other visits within the "Insured" category.

Client Racial Groups	Number of Ramsey County Resident Client Visits							
	Medical		Dental		Mental Health		Other	
	Insured	Uninsured/ Underinsured	Insured	Uninsured/ Underinsured	Insured	Uninsured/ Underinsured	Insured	Uninsured/ Underinsured
White								
Hispanic								
Non-Hispanic								
Black								
Hispanic								
Non-Hispanic								
Asian								
Hispanic								
Non-Hispanic								
American Indian/ Alaskan Native								
Hispanic								
Non-Hispanic								
Native Hawaiian/ Pacific Islander								
Hispanic								
Non-Hispanic								
Multi-Race								
Hispanic								
Non-Hispanic								
Unknown/Other								
Hispanic								
Non-Hispanic								
Totals:	0	0	0	0	0	0	0	0

Total Medical, Dental, and Mental Health Visits (Uninsured/Underinsured)	0
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Clinic Name:

Timeframe:

Jan 1 - June 30, 2025 (Due July 31, 2025)

July 1 - Dec 31, 2025 (Due Jan 31, 2026)

Using the FY 2025 Income Limits Documentation System found on the HUD.Gov website, report the number of ALL Ramsey County clients for these six months (not just subsidized visits).

Report can be found here: [FY 2025 Income Limits Summary](#)

FY 2025 Income Limits Summary
Ramsey County, Minnesota median: \$132,400

	1	2	3	4	5	6	7	8
Extremely Low								
Income Limits*	\$ 27,800.00	\$ 31,800.00	\$ 35,750.00	\$ 39,700.00	\$ 42,900.00	\$ 46,100.00	\$ 49,250.00	\$ 54,150.00
50%	\$ 46,350.00	\$ 53,000.00	\$ 59,600.00	\$ 66,200.00	\$ 71,500.00	\$ 76,800.00	\$ 82,100.00	\$ 87,400.00
80%	\$ 72,950.00	\$ 83,400.00	\$ 93,800.00	\$ 104,200.00	\$ 112,550.00	\$ 120,900.00	\$ 129,250.00	\$ 137,550.00

Number of Ramsey County Clients Income as Percent of Median Income			
Poverty Level	Saint Paul	Ramsey County Suburbs	Total
# Persons at 30% or less of median income			
# Persons at 31 - 49% of median income			
# Persons at 50 - 80% of median income			
# Persons above 80% median income			
Unknown			

*Per HUD.Gov: The FY 2014 Consolidated Appropriations Act changed the definition of extremely low-income to be the greater of 30/50ths (60 percent) [of the Section 8 very low-income limit or the poverty guideline as established by the Department of Health and Human Services \(HHS\)](#), provided that this amount is not greater than the Section 8 50% very low-income limit. Consequently, the extremely low income limits may equal the very low (50%) income limits.

2025 Ramsey County/Saint Paul Community Clinics Definitions

Community Clinic: A community clinic is defined as a nonprofit, tribal, Indian Health Service or publicly owned clinic that is established to provide health services to low income or rural population groups. Eligible clinics are required to provide medical, preventive, dental, or mental health primary care services and must utilize a sliding fee scale or other procedure to determine eligibility for charity care or to ensure that no person will be denied services because of inability to pay.

Minnesota Statute §145.9268, Subdivision 1

Uninsured/Underinsured: People qualify as underinsured if they have at least one of the following qualifiers: medical expenses greater than 10% of annual income; health plan deductibles equal to or greater than 5% of annual income; or an annual income less than 200% of the federal poverty level and medical expenses greater than 5% of annual income. No Contractor will be allowed to be reimbursed from multiple Ramsey County grants for the same client visit.

Board of Commissioners

Request for Board Action

Item Number: 2025-083

Meeting Date: 6/3/2025

Sponsor: Public Health

Title

2025 Single Source Agreements for Block Nurse Programs

Recommendation

1. Approve the Agreement with Living At Home Network, 1376 Hoyt Avenue West, Saint Paul, Minnesota 55108, for funds to be used for local services to persons 65 and older and neighborhood program administration for the period June 3, 2025 through December 31, 2025, with the option to renew for up to four one-year periods, in accordance with the annual rates established in the agreement of up to \$180,000.
2. Approve the Agreement with Roseville Area Schools ISD 623, 1251 County Road B-2 West, Roseville, Minnesota 55113, for funds to be used for local services to persons 65 and older and neighborhood program administration for the period June 3, 2025 through December 31, 2025, with the option to renew for up to four one-year periods, in accordance with the annual rates established in the agreement of up to \$11,250.
3. Authorize the Chair and Chief Clerk to execute the agreements.
4. Authorize the County Manager to approve amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of available funding.

Background and Rationale

The Block Nurse Programs provides local solutions to help persons 65 and older live safely and actively in their own communities by providing programs and educating communities about the importance of using local resources to create friendly communities for persons 65 and older. These services often avert or delay the need for higher cost and more comprehensive care. Services may include in-home nursing services, volunteer/service coordination, blood pressure checks, flu shots, home safety checks, caregiver education, as well as other community events such as health fairs. Services are available to residents within the various geographic boundaries as defined by each community program and may be billable by those programs based on a sliding fee scale.

County Goals (Check those advanced by Action)

☒ Well-being

☐ Prosperity

☐ Opportunity

☐ Accountability

Racial Equity Impact

The Living at Home Network and Roseville Area Schools provide annual narratives regarding the number of clients served, types of services provided and race and ethnicity data from the nine community block nurse programs. In 2024, nearly 40% of Living at Home Network clients identified as racially and ethnically diverse.

Community Participation Level and Impact

Public Health, through the work of staff focused on aging, continues to partner with neighborhood communities, including block nurse programs, to better coordinate services, improve transportation services, and coordinate events to provide service to local communities. Through this work, communities are better informed of services that are available to them.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The \$191,250 funding for the Block Nurse Programs is included in the approved 2025 Public Health department budget.

Last Previous Action

On February 25, 2020, the Ramsey County Board of Commissioners approved the Agreements with Living At Home Network and Roseville Area Schools ISD 623 for 2020 services (Resolution B2020-048).

Attachments

1. Single Source Agreement with Living At Home Network
2. Single Source Agreement with Roseville Area Schools ISD 623



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Saint Paul – Ramsey County Public Health, 90 West Plato Boulevard, Suite 200, Saint Paul, Minnesota, 55107 ("County") and Living at Home/Block Nurse Program, Inc., 1376 Hoyt Avenue West, Saint Paul, Minnesota, 55108, doing business as (DBA) Living at Home Network, registered as a Nonprofit Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from June 3, 2025 through December 31, 2025 and may be renewed for up to four (4) additional one year period(s).

The full term of this agreement (including renewals) is 4 year(s), 6 month(s) and 28 day(s).

1.1.1.

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

2. Scope of Service

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

2.1.

- a. All services provided by the Contractor shall be available on a low or no cost basis to Ramsey County residents, with charges based upon a sliding fee schedule.
- b. The Contractor agrees to provide services including, but not limited to, housekeeping, home health care, transportation, and/or financial assistance to persons 65 years of age or older. The services provided must be of quality as to assure that the person and his/her family are satisfied with the person living independently in his/her home and community.
- c. Funds provided are to be used for local services to seniors and neighborhood program administration and may not be used to defray the administrative or operating costs of the Contractor.
- d. Contractor shall maintain detailed accounting of how County funds are expended. Financial records of Contractor associated with activities under this Agreement are subject to review by the County per Sections 2.4. and 6.10 of this Agreement.
- e. The Contractor shall apportion the funds among its neighborhood programs in Ramsey County as follows:

Neighborhood Program	Levy Funding
Como Park	\$11,250
Como Park for Falcon Heights	\$11,250
East Side Elders (including Dayton's Bluff, Conway Battle Creek and Payne Phalen)	\$33,750
Hamline Midway (including 1/3 Frogtown)	\$15,000
Neighborhood Network for Seniors (Highland Park and ½ Macalester Groveland)	\$16,875
Merriam Park dba Neighborhood Network for Seniors (including Union Park, Summit University, and ½ Macalester Groveland)	\$28,125
North East Neighborhoods dba North East Seniors for Better Living	\$11,250
North End South Como (including 2/3 Frogtown)	\$18,750
St. Anthony Park	\$11,250
Keystone Community Services (including Summit Hill)	\$22,500
TOTAL	\$180,000

- f. The Contractor will provide a Narrative and Financial Annual Report describing the activity for the year, and detailing the services provided by each Living At Home Network Neighborhood Programs. The annual report is due by January 31st following the year services were provided. Examples of information to be included will be to identify the number of elders provided with:
- In-home Nursing Services
 - Volunteer/Service Coordination
 - Blood Pressure Checks
 - Health Promotion/Health Education
 - Gatherings and Health Fairs
 - Flu Shots
 - Home Safety Checks
- g. The Contractor will provide a copy of all applicable sliding fee scales upon execution of the contract and prior to payment.
- h. Contractor agrees to perform background checks on all staff, volunteers, and contractors who may have contact with recipients and families. Contractor shall maintain records of completed and passed background checks which shall be made available to the County upon request.
- i. The parties expressly agree that "protected health information" as defined by the Health Insurance Portability Accountability Act (HIPAA), 45 C.F.R. §160.103, will not be shared or disclosed between the parties at any time during performance of services described within this Agreement. If the Contractor has responsibilities to comply with HIPAA for reasons other than this Agreement, the Contractor shall be responsible for its own compliance.

2.2.

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

2.3.

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

2.4.

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

3. Schedule

The Contractor shall provide services as follows: January 1, 2025 through December 31, 2025

4. Cost

4.1.

The County shall pay the Contractor the following unit rates:

- The County will pay the Contractor pursuant to Section 2.1.e. The County previously paid \$90,000 for the first half of 2025 (January 1, 2025, to June 30, 2025), prior to execution of this Agreement to ensure the continuous provision of services to residents. The parties specifically agree that the terms and conditions of this Agreement apply to all services/funding provided during January 1, 2025, to December 31, 2025. Should the parties agree to a renewal term(s) of this Agreement, Contractor shall invoice the county for one-half of the not to exceed annual amount after renewal via Amendment and one-half after July 1st of each renewal term.
- The County reserves the right to change the allocation to the programs listed under Section 2.1.e and/or not to exceed annual amount in future amendments.
- If actual annual expenditures are less than the annual funds provided under this Agreement (including the \$90,000 payment for the first half of 2025), Contractor shall remit excess funds to the County no later than January 31st of the following year.

5. Contracting for Equity

5.1. Commitment to Advancing Racial Equity

The county is committed to advancing racial equity for its residents. The commitment is captured in the county's Advancing Racial Equity policy which states that "Racial

equity is achieved when race can no longer be used to predict life outcomes, and outcomes for all are improved."

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

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

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

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

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

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

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

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

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

5.3. Equal Employment Opportunity and Civil Rights

5.3.1.

Contractors agree that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status,

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

5.3.2.

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

5.3.3.

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

5.3.3.1.

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

5.3.3.2.

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

5.3.3.3.

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

5.4. Diverse Workforce Inclusion Resources

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

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

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

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

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

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

6. General Contract/Agreement Terms and Conditions

6.1. Payment

6.1.1.

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

6.1.2.

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

6.2. Application for Payments

6.2.1.

- a. The first payment of one half the annual not to exceed amount may be invoiced upon a fully executed Agreement or renewal amendment (for year 2025, this amount was paid prior to contract execution).
- b. The second payment of one half the annual not to exceed amount may be invoiced on July 1 or later. Prior to any payment pursuant to any claim form hereunder, the Contractor shall provide any and all requested verifications or explanation concerning the nature and amount of the goods and services provided.
- c. Invoices and any required reports can be submitted to PH.Invoice@ramseycounty.us or to the following address:

Saint Paul – Ramsey County Public Health
Attn: Accounts Payable
555 Cedar Street
Saint Paul, Minnesota 55101

6.2.2.

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

6.2.3.

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

6.2.4.

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

6.2.5.

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

6.2.6.

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

6.3. Independent Contractor

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

6.4. Successors, Subcontracting and Assignment

6.4.1.

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

6.4.2.

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

6.4.3.

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

6.5. Compliance With Legal Requirements

6.5.1.

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

6.5.2.

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

6.6. Data Practices

6.6.1.

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

6.6.2.

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

6.6.3.

The Contractor shall take all reasonable measures to secure the computers or any other storage devices in which County data is contained or which are used

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

6.7. Security

6.7.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published by Information Services Information Security. The Policies are posted at <https://www.ramseycounty.us/businesses/doing-business-ramsey-county/contracts-vendors/information-security-policies-vendors>.

6.7.2.

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

6.7.3.

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

6.7.4.

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

6.7.5.

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

6.8. Indemnification

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

6.9. Contractor's Insurance

6.9.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

6.9.2.

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

6.9.3.

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

6.9.3.1.

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

6.9.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

6.9.4.1.

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

6.9.4.2.

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

6.9.5. Workers' Compensation

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

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

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

6.9.6.

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

underlying coverages and be so noted on the required Certificate(s) of Insurance.

6.9.7.

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

6.9.8.

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

6.9.9.

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

6.9.10.

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

6.9.11.

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

6.9.12.

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

6.9.13.

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

6.9.14.

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

6.10.Audit

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

6.11.Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

Contract Administration, Ramsey County Purchasing and Contracting, 121 7th Place East, Suite 4000, Saint Paul, Minnesota, 55101

Contractor:

Kristin Rigg, Executive Director, Living at Home Network, 1376 Hoyt Avenue West, Saint Paul, Minnesota, 55108

6.12.Non-Conforming Services

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

6.13.Setoff

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

6.14.Conflict of Interest

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

6.15.Respectful Workplace and Violence Prevention

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

6.16.Force Majeure

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

6.17.Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

6.18.Termination

6.18.1.

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

6.18.2.

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

6.18.3.

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

6.19. Interpretation of Agreement; Venue

6.19.1.

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

6.19.2.

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

6.20. Warranty

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

6.21. Infringement

6.21.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other

proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

6.21.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such 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.

6.22. Debarment and Suspension

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

6.23. Alteration

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

6.24. Entire Agreement

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



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Saint Paul – Ramsey County Public Health, 90 West Plato Boulevard, Suite 200, Saint Paul, Minnesota, 55107 ("County") and Roseville Area Schools ISD 623, 1251 County Road B-2 West, Roseville, Minnesota, 55113, registered as a Other Governmental Entities in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from June 3, 2025 through December 31, 2025 and may be renewed for up to four (4) additional one year period(s).

The full term of this agreement (including renewals) is 4 year(s), 6 month(s) and 28 day(s).

1.1.1.

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

2. Scope of Service

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

2.1.

- a. All services provided by the Contractor shall be available on a low or no cost basis to Ramsey County residents, with charges, if used, based upon a sliding fee schedule. The Contractor will provide a copy of all applicable sliding fee scales upon execution of the contract and prior to payment.
- b. The Contractor agrees to provide services including, but not limited to, housekeeping, home health care, transportation, and/or financial assistance to persons 65 years of age or older. The services provided must be of quality as to assure that the person and his/her family is satisfied with the person living independently in his/her home and community.
- c. The Contractor will submit to the County on or before December 31 of each year, a financial and program audit by a certified public accountant, including the management letter.
- d. The Contractor will provide a Narrative Annual Report describing the activity for the year, and detailing the services provided. The annual report is due by January

31 following the year services were provided. Examples of information to be included will be to identify the number of elders provided with:

- In-home Nursing Services
- Volunteer/Service Coordination
- Blood Pressure Checks
- Health Promotion/Health Education
- Gatherings and Health Fairs
- Flu Shots
- Home Safety Checks
- Financial Reports

- e. Funds are to be used for local services to seniors and to defray the administrative costs of local programming and will not be used for administrative costs of the Contractor. Contractor shall maintain detailed accounting of how County funds are expended. Financial records of Contractor associated with activities under this Agreement are subject to review by the County per Sections 2.4 and 6.10 of this Agreement.
- f. Contractor agrees to perform background checks on all staff, volunteers, and contractors who may have contact with recipients and families. Contractor shall maintain records of completed and passed background checks which shall be made available to the County upon request.
- g. The parties expressly agree that “protected health information” as defined by the Health Insurance Portability Accountability Act (HIPAA), 45 C.F.R. §160.103, will not be shared or disclosed between the parties at any time during performance of services described within this Agreement. If the Contractor has responsibilities to comply with HIPAA for reasons other than this Agreement, the Contractor shall be responsible for its own compliance.

2.2.

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

2.3.

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

2.4.

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

3. Schedule

The Contractor shall provide services as follows: January 1, 2025 through December 31, 2025.

4. Cost

4.1.

The County shall pay the Contractor the following unit rates:

- The County will pay the Contractor a maximum not to exceed amount of \$11,250 for applicable services for the period of January 1 through December 31, annually.
- The County reserves the right to change the annual not to exceed amount allocated for this service in future amendments.
- If actual expenditures are less than the funds provided under this Agreement, Contractor shall remit excess funds to the County no later than January 31 of the following year.

5. Contracting for Equity

5.1. Commitment to Advancing Racial Equity

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

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

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

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

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

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

(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor,

shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

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

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

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

5.3. Equal Employment Opportunity and Civil Rights

5.3.1.

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

5.3.2.

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

5.3.3.

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

5.3.3.1.

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

5.3.3.2.

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

5.3.3.3.

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

5.4. Diverse Workforce Inclusion Resources

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

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

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

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

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

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

6. General Contract/Agreement Terms and Conditions

6.1. Payment

6.1.1.

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

6.1.2.

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

6.2. Application for Payments

6.2.1.

- a. The amount of \$11,250, for the period January 1, 2025, through December 31, 2025, may be invoiced upon a fully executed Agreement.
- b. For renewal amendments, the first payment of one half the annual not to exceed amount may be invoiced upon a fully executed renewal amendment.
- c. For renewal amendments, the second payment of one half the annual not to exceed amount may be invoiced on July 1 or later. Prior to any payment pursuant to any claim form hereunder, the Contractor shall provide any and all requested verifications or explanation concerning the nature and amount of the goods and services provided.
- d. Invoices and any required reports can be submitted to PH.Invoice@ramseycounty.us or to the following address:

Saint Paul – Ramsey County Public Health
Attn: Accounts Payable
555 Cedar Street
Saint Paul, Minnesota 55101

6.2.2.

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

6.2.3.

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

6.2.4.

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

6.2.5.

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

6.2.6.

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

6.3. Independent Contractor

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

6.4. Successors, Subcontracting and Assignment

6.4.1.

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

6.4.2.

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

6.4.3.

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

6.5. Compliance With Legal Requirements

6.5.1.

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

6.5.2.

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

6.6. Data Practices

6.6.1.

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

6.6.2.

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

6.6.3.

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

6.7. Security

6.7.1.

The Contractor is required to comply with all applicable Ramsey County Information Services Security Policies ("Policies"), as published by Information Services Information Security. The Policies are posted at <https://www.ramseycounty.us/businesses/doing-business-ramsey-county/contracts-vendors/information-security-policies-vendors>.

6.7.2.

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

6.7.3.

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

6.7.4.

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

6.7.5.

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

6.8. Indemnification

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

officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

6.9. Contractor's Insurance

6.9.1.

The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims which may arise out of, or result from, the Contractor's operations under this Agreement, whether such operations are by the Contractor or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts or omissions anyone of them may be liable.

6.9.2.

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

6.9.3.

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

6.9.3.1.

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

6.9.4.

Professional liability of no less than \$1,000,000 per claim and \$3,000,000 aggregate limit.

6.9.4.1.

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

6.9.4.2.

Ramsey County, its officials, employees, and agents, shall be added to the policy as additional insured; a separation of insureds endorsement shall be provided to the benefit of the County.

6.9.5. Workers' Compensation

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

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

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

6.9.6.

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

6.9.7.

The Contractor is required to add Ramsey County, its officials, employees, volunteers and agents as Additional Insured to the Contractor's Commercial General Liability, Auto Liability, Pollution and Umbrella policies with respect to liabilities caused in whole or part by Contractor's acts or omissions, or the acts or omissions of those acting on Contractor's behalf in the performance of the ongoing operations, services and completed operations of the Contractor under this Agreement. The coverage shall be primary and non-contributory.

6.9.8.

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

6.9.9.

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

6.9.10.

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

6.9.11.

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

6.9.12.

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

6.9.13.

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

6.9.14.

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

6.10.Audit

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

6.11. Notices

All notices under this Agreement, and any amendments to this Agreement, shall be in writing and shall be deemed given when delivered by certified mail, return receipt requested, postage prepaid, when delivered via personal service or when received if sent by overnight courier. All notices shall be directed to the Parties at the respective addresses set forth below. If the name and/or address of the representatives changes, notice of such change shall be given to the other Party in accordance with the provisions of this section.

County:

Contract Administration, Ramsey County Purchasing and Contracting, 121 7th Place East, Suite 4000, Saint Paul, Minnesota, 55101

Contractor:

Kristine Rossow, Roseville Area Senior Program Coordinator, Roseville Area Schools ISD 623, 1910 County Road B West, Roseville, Minnesota, 55113

6.12. Non-Conforming Services

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

6.13. Setoff

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

6.14. Conflict of Interest

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

6.15. Respectful Workplace and Violence Prevention

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

6.16. Force Majeure

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

6.17. Unavailability of Funding - Termination

The purchase of goods and/or labor services or professional and client services from the Contractor under this Agreement is subject to the availability and provision of funding from the United States, the State of Minnesota, or other funding sources, and the appropriation of funds by the Board of County Commissioners. The County may immediately terminate this Agreement if the funding for the purchase is no longer available or is not appropriated by the Board of County Commissioners. Upon receipt of the County's notice of termination of this Agreement the Contractor shall take all actions necessary to discontinue further commitments of funds to this Agreement. Termination shall be treated as termination without cause and will not result in any penalty or expense to the County.

6.18. Termination

6.18.1.

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

6.18.2.

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

6.18.3.

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

6.19. Interpretation of Agreement; Venue

6.19.1.

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

6.19.2.

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

6.20. Warranty

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

6.21. Infringement

6.21.1.

Complementary to other "hold harmless" provisions included in this Agreement, the Contractor shall, without cost to the County, defend, indemnify, and hold the County, its officials, officers, and employees harmless against any and all claims, suits, liability, losses, judgments, and other expenses arising out of or related to any claim that the County's use or possession of the software, licenses, materials, reports, documents, data, or documentation obtained under the terms of this Agreement, violates or infringes upon any patents, copyrights, trademarks, trade secrets, or other proprietary rights or information, provided that the Contractor is promptly notified in writing of such claim. The Contractor will have the right to control the defense of any such claim, lawsuit, or other proceeding. The County will in no instance settle any such claim, lawsuit, or proceeding without the Contractor's prior written approval.

6.21.2.

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such 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.

6.22. Debarment and Suspension

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

6.23. Alteration

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

6.24. Entire Agreement

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

Board of Commissioners

Request for Board Action

Item Number: 2025-169

Meeting Date: 6/3/2025

Sponsor: Public Health

Title

Proposed Changes and Additions to Public Health Fees

Recommendation

Approve proposed changes and additions to Public Health fees for client services, vaccines, medications and individual and group education.

Background and Rationale

Saint Paul - Ramsey County Public Health provides client services related to Tuberculosis Control, Sexual Health and Immunizations, in addition to family home visiting services in Family Health. Fees for services are established based on the cost of the services provided and standard reimbursement rates. Billing is conducted to collect fees from health insurance companies for clients who are insured and from clients who are responsible for payment, often based on a sliding fee scale in accordance with the federal poverty guidelines. Approved fees are adjusted when the cost of drugs, vaccines, medications or lab equipment and supplies are changed by the manufacturer or supplier. New fees are added as vaccines or medications change and as new services are made available. Fee changes and the need for new fees may occur at any time throughout the year.

The County Manager has authority to provisionally approve Public Health fees with county board approval to be obtained within 120 days. On February 13, 2025, the County Manager provisionally approved updates to the Public Health fee schedule for client care, laboratory services, vaccines, medications and individual and group education. Public Health is requesting approval of these changed and additional fees. The proposed fee changes and additions reflect the cost of services and allow the county to obtain reimbursement for services provided.

County Goals (Check those advanced by Action)

☒ Well-being

☐ Prosperity

☐ Opportunity

☒ Accountability

Racial Equity Impact

Approximately 80% of the client visits to Public Health clinical programs are from racially and ethnically diverse communities. Of the total clinical services population, approximately 11% of clients are self-pay status, meaning they are uninsured and pay out of pocket for the services received. Clients are on a sliding fee scale and are charged based on their ability to pay. Pricing of services, testing and medications are set at an appropriate level to ensure that clients are not overcharged for services received.

Community Participation Level and Impact

The proposed fee changes reflect Public Health's commitment to treat clients fairly and accurately charge for the services provided to the community. Public Health presents suggested fee changes to the Community Health Services Advisory Committee (CHSAC). The CHSAC is a joint committee, which consists of county and city residents that advises the department and elected officials on issues related to public health.

☒ Inform

☐ Consult

☐ Involve

☐ Collaborate

☐ Empower

Fiscal Impact

Based on the magnitude and frequency of the charges, the proposed changes in fee structure are expected to be relatively revenue neutral with limited budget impact. If Public Health has an overall excess in revenue, additional funds go back to the General Fund. If there is a decrease in revenue, Public Health will reduce expenses in other areas to cover the expenses.

Last Previous Action

On December 12, 2023, the Ramsey County Board of Commissioners authorized the County Manager to provisionally approve Public Health fees until County Board approval is obtained within 120 days (B2023-239).

Attachments

1. Fee Schedule

Public Health Fees - Request for County Board Approval – June 3, 2025

Fee Description	Department/ Area	Fee Determination Authority	Previous/New Fee	Proposed Fee
COVID 19, Moderna 12 years+ 91322	Public Health	County Board	New	\$160.00
COVID 19, Moderna 12 years+ 91322-SL	Public Health	County Board	New	\$0.00
COVID 19, Moderna 6mos - 11years 91321	Public Health	County Board	New	\$145.00
COVID 19, Moderna 6mos - 11 years 91321-SL	Public Health	County Board	New	\$0.00
MPOX Jynneos 90611	Public Health	County Board	New	\$270.00
MPOX Jynneos 90611-SL	Public Health	County Board	New	\$0.00
RSV Abrysvo 90678	Public Health	County Board	New	\$285.00
RSV Abrysvo 90678-SL	Public Health	County Board	New	\$0.00
Administration of Hepatitis B Vaccine G0010	Public Health	County Board	New	\$15.00
MENB-Meningococcal - Bexsero 90620-SL	Public Health	County Board	New	\$0.00
MMR 90707-SL	Public Health	County Board	New	\$0.00
PedvaxHIB 90647-SL	Public Health	County Board	New	\$0.00
FLU IIV3 90656	Public Health	County Board	New	\$30.00
FLU IIV3 90656-SL	Public Health	County Board	New	\$0.00
FLU IIV3 High Dose 90662	Public Health	County Board	New	\$75.00
FLU IIV3 High Dose 90662-SL	Public Health	County Board	New	\$0.00
Nuvaring (J7925), per item	Public Health	County Board	\$40.00	\$13.50
Imiquimod 5% (24 single-use packets per box)	Public Health	County Board	New	\$30.00
Prenatal tablets, 30 tabs/bottle	Public Health	County Board	New	\$1.00
Emtricitabine and Tenofovir Disoproxil Fumarate, 30 tabs/bottle, Dose 200mg/300mg	Public Health	County Board	\$1.00	\$3.50
Principal care management services 99426- 99427	Public Health	County Board	New	\$48.50 - 63.50
CPR/AED/First Aid Training – Non-Profit	Public Health	County Board	New	\$35/person
CPR/AED/First Aid Training – Corporate	Public Health	County Board	New	\$85/person

Administrative Updates

Current Fee Description	Update Requested
Administration of Influenza Vaccine G008	Administration of Influenza Vaccine G0008
Administration of Pneumococcal Vaccine G009	Administration of Pneumococcal Vaccine G0009

Board of Commissioners

Request for Board Action

Item Number: 2025-179

Meeting Date: 6/3/2025

Sponsor: Parks & Recreation

Title

Lease Agreement with Sisu Foundation for Storage at Long Lake Regional Park

Recommendation

1. Approve the lease agreement with Sisu Foundation DBA Endurance United, 713 Minnehaha Ave East, Suite 216, St. Paul MN 55106, in Long Lake Regional Park Aquatics Building, 1500 OLD HIGHWAY 8, NEW BRIGHTON MN 55112-1835, for the period of upon execution through December 31, 2029, in the amount of \$2,640 per annum.
2. Authorize the Chair and Chief Clerk to execute the lease agreement.
3. Authorize the County Manager to execute amendments that do not have a financial impact.

Background and Rationale

The Long Lake Regional Park (LLRP) aquatics building has been a part of the county's effort to connect residents with canoe, kayak and other paddle sports since 2016. Ramsey County first entered into a lease agreement with Rice Creek Boat Club for use of central commons room in the LLRP aquatics building. That original partnership activated an underused space and brought paddling programs and public events to LLRP. In 2023, the Rice Creek Boat Club's operations transitioned to Endurance United, an organization that shares a similar mission but brings new leadership, expanded capacity, and a broader community reach. Endurance United has taken on the programming and equipment from the Rice Creek Boat Club, continuing the legacy of community-led water recreation at LLRP. This new lease builds on that foundation while refining expectations and responsibilities to support a stronger, more sustainable partnership rooted in public benefit.

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☒ Opportunity

☐ Accountability

Racial Equity Impact

This lease agreement advances Ramsey County's commitment to racial equity by supporting a partner organization that is creatively working to reduce barriers to outdoor recreation. Endurance United continues the work started by Rice Creek Boat Club but with expanded capacity and a focused intent to reach communities who have been historically excluded from parks and water-based programming.

Through free public paddling events and accessible programming, this partnership helps create a more welcoming experience at Long Lake for residents of all backgrounds-especially underrepresented youth and families who haven't always felt represented or safe in outdoor spaces. By providing access to equipment and instruction, Endurance United is helping get more people out on water.

This lease isn't just about storage or facility use-it's about investing in community and making sure public spaces are truly for everyone.

Community Participation Level and Impact

As Endurance United is a community-based nonprofit organization, no additional community participation was deemed necessary.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The \$2,640 annual rental rate for this lease is incorporated into the Park Maintenance operations budget.

Last Previous Action

On June 21, 2016, the Board approved a Lease Agreement with Rice Creek Boat Club for the Park Aquatics Building at Long Lake Regional Park (Resolution B2016-164).

Attachments

1. Lease Agreement

LEASE AGREEMENT
LONG LAKE REGIONAL PARK BOAT HOUSE CENTRAL COMMONS ROOM
Sisu Foundation (DBA Endurance United)

This lease is between Ramsey County, a political subdivision of the State of Minnesota (hereinafter "LESSOR") and Sisu Foundation (DBA Endurance United), a Minnesota nonprofit corporation having an address of 713 Minnehaha Ave East, Suite 216, St. Paul MN 55106 (hereinafter "LESSEE").

1. GRANT OF LEASE/DESCRIPTION OF PREMISES

LESSOR hereby leases to LESSEE, and LESSEE hereby rents from LESSOR, the Central Commons Room within the Long Lake Regional Park aquatics building, located at 1500 Old Highway 8, New Brighton, Ramsey County, State of Minnesota. LESSEE will also be granted use of the bathroom facilities that are accessed only through the Commons Room (excluding separate bathroom facilities also accessed via the exterior of the building).

2. TERM

The term of this lease shall start January 1, 2025 and extend through December 31, 2029. Upon expiration of this term, LESSOR and LESSEE may, upon mutual written agreement, renew the lease on an annual calendar year-to-year basis

3. RENTAL

The rental rates for the lease period are Two Hundred Twenty dollars (\$220) per month. Rental payments are due and payable, in advance, on the first day of each month during said term. Rental payments will be sent to the contact for notices, provided below. The monthly rental rate may be reduced by Twenty dollars (\$20) per month in consideration for each Additional Option Program Offering event provided by LESSEE described in Section 4 of this agreement. However, the monthly rental rate shall not be less than One hundred forty dollars (\$140) per month, and any rental reduction shall only be effective for the calendar year in which the programming outlined in Section 4 was provided to the public.

4. PROGRAMMING

During the term of this lease, LESSEE agrees to provide public programs. LESSOR will promote the programs. LESSEE will manage registrations and payments. All programs must be agreed upon by both LESSEE and LESSOR with the goal of using Endurance United's experience and resources to provide LESSOR and the residents of Ramsey County with unique experiences including canoeing and kayaking opportunities while simultaneously raising the public profile of LESSEE.

LESSEE agrees to provide the following programming:

Base Level Programming Provided – Three free public boating events each summer, one in each of the months of June, July, and August. LESSEE shall provide LESSOR with its proposed program slate no later than March 31st of each calendar year, and LESSOR officials will, if such program slate is acceptable to LESSOR, provide final approval to LESSEE for the event proposed program

slate. Each of these events will provide opportunities for members of the public to use canoes, kayaks and related equipment provided by LESSEE. LESSEE agrees to provide event registration and a participant waiver for each of these events. Both LESSEE and LESSOR will advertise the free public boating events (e.g., add to their respective websites, newsletters, email lists, etc.).

Additional Optional Program Offerings - In addition to the agreed upon public boating events LESSOR proposes additional events be offered which would lower the monthly rental fee for LESSEE. Each additional agreed upon event offering would lower the monthly rental fee by \$20 with a maximum number of additional events being four for a rental rate of \$140 a month.

LESSOR will waive special event permit fees for these approved events. Additional event permit fees such as sheriff/water permits will be the responsibility of LESSEE as well as application for those permits. The key LESSOR contact person for public events is Thony Thao. Contact information is listed below.

5. DEPOSIT

LESSEE shall deposit with LESSOR a Security Deposit in the amount of Two Hundred dollars (\$200). The Security Deposit shall be held by LESSOR, will not earn interest and may be comingled with other funds. Security Deposits will be refunded upon termination of this lease, less any outstanding costs and charges payable due to, or arising under this lease, or for damage to the PREMISES.

Nothing herein limits LESSEE's liability for outstanding costs or charges, or for damages to the PREMISES by the amount of the Deposit. LESSEE remains primarily responsible for these costs, charges and damages.

6. ALTERATIONS

During the term hereof or any renewal term, LESSEE must obtain the written pre-approval of LESSOR before making any alterations to the interior space of the leased premises. In no event shall LESSEE be allowed to make any structural alterations to the leased premises or any alterations to the exterior of the leased premises.

Alterations include, but are not limited to, attaching items to walls, ceiling or floor.

LESSEE assumes all costs and liabilities associated with any alterations and will not be compensated for these alterations or improvements at the end of any lease period.

7. USE

LESSOR shall use the Central Commons room within the Long Lake Regional Park aquatics building for storage of kayaks, canoes, and related equipment as LESSEE club activities take place on Long Lake and this facility would provide a convenient storage and launching site.

The Long Lake Regional Park waterfront and surrounding area will be open for public use every day from approximately April - November. LESSEE may use the designated kayak / canoe boat launch site but may not interfere with members of the public utilizing the boat launch or turf areas.

LESSEE may not interfere with the enjoyment of park users and must abide by LESSOR Park Ordinances.

8. SIGNS

LESSEE is granted permission to post free-standing temporary signs during club activities promoting membership in the club and club events. Promotional materials are to be stored out of sight outside of club event times. LESSEE agrees to maintain said signs in good state of repair; to save LESSOR harmless from loss, cost or damages as a result of such signs and to repair any damage which may have been caused by the erection, existence, maintenance or removal of such signs. At the end of the term hereof or any renewal thereof, LESSEE agrees to remove such signs at its own expense. Any signs may be required by LESSOR to match a standard design or theme used for other signs in the community, in the park system or among county buildings.

9. LESSEE'S RESPONSIBILITIES AND DUTIES

LESSEE shall perform the cleaning and other duties described in this paragraph at least once per week, or more frequently as needed.

LESSEE is responsible for sweeping and mopping the floor as to not allow standing water from boats to collect on the floor.

LESSEE shall make reasonable efforts to recycle items, and LESSOR shall provide recycling containers for this purpose upon request.

LESSEE may use the trash can located within the commons room but must dump all trash in the dumpster located in the adjacent parking lot.

LESSEE agrees to not duplicate or copy the keys provided by LESSOR and to pay One Hundred dollars (\$100) for each lost or stolen key. In the event that doors need to be rekeyed for secure access

LESSEE will pay for related expenses not to exceed two Hundred dollars (\$200).

10. LESSOR'S RESPONSIBILITIES AND DUTIES

1. To provide three (3 sets) of keys to the LESSEE for access to the building and maintain hardware/locks. LESSOR shall be responsible for the repair or maintenance of any lighting systems, electrical wiring, and plumbing.

2. To review and approve or deny suggested interior building alterations as proposed and presented by LESSEE.

3. To communicate with the leadership of LESSEE in advance of the water being turned off and restarted each year. Heat and water are turned off during the winter months and will not be available for LESSEE. In order to minimize expenses and avoid freezing pipes LESSOR shuts water off typically in early October and turns water back on to the building typically in late April. LESSOR reserves the right to select when water will be turned on and off for the season.

4. To coordinate with LESSEE representatives to promote agreed upon public programs and assist with event logistics.

5. To review, and if acceptable, approve a promotional sign or banner developed and paid for by LESSEE promoting LESSEE's organization and event opportunities in manner approved by LESSOR at a location approved by the designated Director of Park Operations.

6. To notify LESSEE of any construction projects which affect the use of the building.

LESSOR provides snow plowing emergency vehicle access only during the winter.

LESSEE may access the building in the winter if they desire but will be responsible for snow removal around the entry door.

11. INSURANCE

LESSEE shall purchase and maintain throughout the term of this lease and any renewals thereof such insurance as will protect the LESSEE and LESSOR from claims which may arise out of, or result from, LESSEE's operations, whether such operations are by the LESSEE or by any subcontractor, or by anyone directly employed by them or claiming by or through LESSEE, or by anyone for whose acts or omissions any one of them may be liable.

LESSEE shall secure the following coverages and comply with all provisions noted below.

Certificates of Insurance shall be issued evidencing such coverage to the County throughout the term of this lease:

LESSEE shall secure the following coverages and comply with all provisions noted.

A. Fire and All-Risk Property Insurance: Coverage shall be written on a replacement cost basis for any personal property and/or improvements or betterments of LESSEE at the PREMISES.

B. Commercial General Liability Insurance.

- i. Amounts
 1. \$1,000,000 per occurrence.
 2. \$2,000,000 general aggregate.
- ii. The policy is to be written as acceptable to the County.
- iii. Club and Ramsey County, and their officials, employees and agents, shall be added to the policy as additional insureds.
- iv. Ramsey County must be named as an "Additional Insured" on the Certificate of Insurance, as follows:
 1. In the description box, the Certificate of Insurance must name "Ramsey County, its agents, officials, employees and volunteers as additional insured."
 2. The certificate holder is: Ramsey County Parks and Recreation, 2015 Van Dyke Street, Maplewood, MN 55109.
- v. All certificates of insurance shall provide that the insurer give the County prior written notice of cancellation, non-renewal or any material change in the policy as required by the policy provisions of Minn. Stat. Ch.60A, as applicable.
- vi. Copies of insurance policies shall be submitted to the County upon request.

C. Sports Accident Insurance. Coverage shall be applicable to injuries sustained as a result of sports-related accidents by members and the public participating in activities at the PREMISES.

E. The above subparagraphs establish minimum insurance requirements, and it is the sole responsibility of the LESSEE to purchase and maintain additional insurance that may be necessary in connection with this lease.

F. LESSEE shall not occupy the PREMISES or use the PREMISESs until LESSEE has obtained the required insurance and filed an acceptable Certificate of insurance with the County. Copies of insurance policies shall be submitted to the County upon request

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

12. INDEMNITY

LESSEE agrees to defend, to hold harmless and indemnify LESSOR, its officials, officers, employees, agents, representatives, clients, customers or invitees against any and all liability, costs, claims, lawsuits, damages for lawsuits, all expenses, including attorney's fees, and all damages (including but not limited to bodily injury, personal injury, property damage and attorney's fees) arising from or allegedly arising from the use or operation of the PREMISES, or the business or activities of LESSEE. For other claims arising out of or related to this agreement, each party agrees to be responsible for its own acts and omissions while carrying out the terms of this agreement.

13. TERMINATION

This lease may be terminated by either party upon delivery of 30-days written notice to the other party for cause or with 90-days written notice without cause.

14. AMENDMENT

This lease shall not be altered, changed or amended except by written mutual agreement of the parties.

15.NOTICES

All notices or demands given or required to be given hereunder shall be in writing and shall be sent by certified or registered mail, return receipt requested, postage prepaid, addressed to the intended recipient's address or addresses below set forth or at such other address or addresses as the intended recipient may have theretofore specified in a written notice to sender given in accordance with the requirements of this paragraph. Any such notice so given shall be deemed given on the day of deposit in the United States mail, and if sent as aforesaid shall be effective whether or not received by the addressee.

For LESSOR:

Recreation Services Supervisor
Thony Thao
Ramsey County Parks & Recreation
2015 N. Van Dyke Street
Maplewood, MN 55109
Office: 651-266-0325
Cell: 651-323-3573
Thony.Thao@co.ramsey.mn.us

Park Maintenance Supervisor
Rob Adams
Ramsey County Parks & Recreation
2015 N. Van Dyke Street
Office: 651-748-2500
Cell: 651-303-0028
Rob.Adams@co.ramsey.mn.us

Director, Department of Property
Management
Metro Square Building
121 Seventh Place East
Suite 2200
Saint Paul, MN 55101

Director of Park Operations
Kristopher Lencowski
Ramsey County Parks & Recreation
2015 N. Van Dyke Street
Office: 651-266-0330
Cell: 651-303-6126
Kristopher.Lencowski@co.ramsey.mn.us

With Copy to:
Director, Department of Property Management
Metro Square Building
121 Seventh Place East
Suite 2200
Saint Paul, MN 55101

For LESSEE:
Michael Brown
Board President, LESSEE
713 Minnehaha Ave East
St. Paul MN 55106
612-850-3937
info@enduranceunited.org

16. QUIET ENJOYMENT

LESSOR agrees that upon compliance with the terms and conditions of this lease, LESSEE shall and may peaceably and quietly have, hold and enjoy the leased premises for the term of this lease and any renewal of said term.

17. ENTRY BY LESSOR

LESSOR, its employees, agents and contractors shall have the right to enter the PREMISES upon the following terms: at reasonable hours for the purpose of performing the work and services required of LESSOR under this lease, at reasonable hours and upon reasonable notice to make inspections of the PREMISES, at any time in the event of an emergency.

18. SURRENDER

At the expiration of said term or any renewal thereof, LESSEE will quit and surrender the PREMISES hereby leased in as good state and condition as when possession was delivered.

19. SEVERABILITY

If any term or provision of this lease shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this lease shall not be affected thereby but each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

20. SUBLET and ASSIGN

Notwithstanding any other terms of conditions to the contrary in this lease, it is understood and agreed that LESSEE shall not sublet or assign the lease without the prior written consent of LESSOR, which may be withheld in LESSOR'S sole and absolute discretion.

21. HEADINGS

Headings in this lease are for convenience only and are not to be construed as a part of this lease nor to define or limit in any way the scope or intent of the provisions hereof.

22. NON-DISCRIMINATION

The LESSOR agrees to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, sexual orientation, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.

23. APPLICABLE LAW

This 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 State of Minnesota, District Court, Second Judicial District. EACH OF LESSOR AND LESSEE HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATING TO THIS LEASE.

24. HAZARDOUS MATERIALS

Except for Hazardous Material contained in products used by LESSEE in de minimis quantities for ordinary cleaning and office purposes, LESSEE shall not permit or cause any party to bring any Hazardous Material upon the PREMISES or transport, store, use, generate, manufacture, dispose, or release any Hazardous Material on or from the PREMISES without LESSOR'S prior written consent. LESSEE, at its sole cost and expense, shall conduct its activities in the PREMISES in strict compliance with all environmental requirements and all requirements of this Lease.

25. ENTIRE AGREEMENT

This instrument, with any exhibits and riders attached hereto, contains the entire agreement of the parties and no representations, inducements, promises or agreements, oral or otherwise, not embodied herein shall be of any force or effect. This lease and the exhibits and riders may be altered,

amended, or revoked only by a subsequent instrument in writing signed by duly authorized representatives of LESSOR and LESSEE.

IN WITNESS THEREOF, the parties have caused this lease to be executed as of the day and year first below written.

<p>LESSOR</p> <p>RAMSEY COUNTY</p> <p>By: _____ Rafael E. Ortega Chair, Ramsey County Board of Commissioners</p> <p>By: _____ Jason Yang, Chief Clerk</p>	<p>LESSEE:</p> <p>SISU FOUNDATION (dba Endurance United)</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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DEPARTMENTAL RECOMMENDATION:



Mark McCabe Director of Parks and Recreation

APPROVED AS TO FORM:



Kathleen Ritter (May 21, 2025 13:07 CDT)

Assistant County Attorney

Board of Commissioners

Request for Board Action

Item Number: 2025-195

Meeting Date: 6/3/2025

Sponsor: Property Management

Title

Memorandum of Understanding with the State of Minnesota Second Judicial District for Project Work Orders

Recommendation

1. Approve the Memorandum of Understanding with the State of Minnesota, through its Second Judicial District, 15 West Kellogg Boulevard, Saint Paul, MN 55102, for county provided facility improvement, modification and renovation services for the period upon execution through June 30, 2027, and for a total amount not to exceed \$499,999.
2. Authorize the Chair and Chief Clerk to execute the Memorandum of Understanding.

Background and Rationale

An existing Memorandum of Understanding (MOU) executed between Ramsey County and the state of Minnesota Second Judicial District (State) provides that the county is responsible for providing the Second Judicial District with suitable facilities for court purposes and for costs associated with renting, maintaining, operating, remodeling, insuring, and renovating the space occupied. However, from time to time the State may request certain improvements of their space that exceed the scope of the County's obligations under the existing MOU.

The State and Property Management have determined that it would be beneficial to both parties to enter into a second MOU to manage the performance of and payment for these additional improvements at the City Hall/Courthouse. The additional improvements would be described and agreed in scope and cost through individual project work orders executed between the State and Ramsey County Property Management through its Director.

Property Management will provide the resources and project management services to execute the individual project work orders, all in accordance with Ramsey County policies for procurement and contracting.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

The racial equity impact of this action is unknown.

Community Participation Level and Impact

There is no community participation associated with this action.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The cost of the individual project work orders is not yet known, but the state of Minnesota will reimburse Property Management for project work order costs, and the cumulative total of the project work orders will not exceed \$499,999 for the duration of the MOU. The project expenditure and reimbursement amounts for the

project work orders were not accounted for in the Property Management budget for 2025.

Last Previous Action

On January 23, 2024, the Ramsey County Board of Commissioners approved and executed a Memorandum of Understanding with the state of Minnesota Judicial Branch for county provided services (Resolution B2024-017).

Attachments

1. Memorandum of Understanding.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE STATE OF MINNESOTA SECOND JUDICIAL DISTRICT AND THE COUNTY OF RAMSEY
PRINCIPAL AGREEMENT FOR PROJECT WORK ORDERS**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by and between Ramsey County, Minnesota hereinafter referred to as “County” and the State of Minnesota, Second Judicial District, hereinafter referred to as “State.”

WHEREAS, Minnesota Statutes Section 484.77 requires the County to provide suitable facilities for court purposes (including courtroom, court administration, and other court facility common areas); and

WHEREAS, neither the County nor the State intend for this MOU to modify, expand or reduce the County’s obligation to provide suitable facilities for court purposes pursuant to Minnesota Statute 484.77; and;

WHEREAS, from time to time the State will request the County to provide, at the State’s expense, certain improvements, modifications, and renovations at the Ramsey County Courthouse that are specifically initiated and requested by the State, and which the parties expressly agree the requested improvements, modifications and renovations may or may not exceed the scope of the County’s obligations under Minnesota Statutes Section 484.77 (“Additional Improvements Work”); and

WHEREAS, the County and the State have determined that it would be in the best interests of both parties to manage the performance of and payment for Additional Improvements Work through individual Work Orders; and

WHEREAS, the County and State have agreed to enter into a Principal Agreement, in the form of this MOU, to set forth the State’s and County’s agreement to cooperate with respect to Additional Improvements Work and to permit the State and the County to enter into individual project work orders for each Additional Improvements Work project that the State requests and the County agrees to undertake (“Project Work Order(s)”); and

WHEREAS, it is the intent of the State and County that each Project Work Order will be separately encumbered; and

WHEREAS, it is also the intent of State and County that the County Director of Property Management, for the County, and the Second Judicial District Administrator, for the State, be authorized to execute and deliver Project Work Orders for Additional Improvements Work provided the contract value of each Project Work Order does not exceed such person’s individual signature authority and further provided that the total contract value of all Project Work Orders does not exceed \$499,999.00.

NOW THEREFORE, in consideration of the mutual benefits that each party shall derive here

from, the parties do hereby agree as follows:

1. This MOU shall commence on June 3, 2025 and expire on June 30, 2027, unless terminated earlier in accordance with the provisions herein.
2. This MOU authorizes and permits the parties to enter into Project Work Orders for Additional Improvements Work. Specifically, the County Director of Property Management (or designee) is authorized to negotiate, finalize, execute and deliver Project Work Orders on behalf of the County, and the Second Judicial District Administrator (or designee) is authorized to negotiate, finalize, execute and deliver Project Work Orders on behalf of the State.
3. Project Work Orders Required to Commence Work. A fully executed Project Work Order, in the form set forth in Attachment 1 to this MOU, authorizes the County to begin work on the Additional Improvements Work described in the Project Work Order.
4. Project Work Order Requirements.
 - A. Project Work Orders shall provide the scope of work for the Additional Improvements Work requested by the State and to be provided by the County, including all design, renovation, installation, and professional services and equipment required to fulfill the scope of work (the "Scope of Work").
 - B. Total Project costs of the Additional Improvements Work, with adequate detail as to supplies, materials, services, fees, other project costs for the Scope of Work shall be included in each Project Work Order.
 - C. No Project Work Order for Additional Improvements Work shall be effective unless and until such Project Work Order is signed on behalf of the County by the County Director of Property Management (or designee), and on behalf of half the State by the Second Judicial District Administrator (or designee), and the State Court Administrator's Legal Counsel Division, and includes a judicial branch financial officer signature attesting that there is an encumbrance (whether by contract encumbrance or purchase order) covering all costs of the Project Work Order (referred to herein as the "not-to-exceed-amount"). The State shall not be obligated to pay beyond the not-to-exceed-amount in the Project Work Order unless the parties enter into an amendment to the Project Work Order executed by the parties.
 - D. Contract Number. Each Project Work Order must include the contract number assigned by the State encumbrance process to this MOU.
5. Unless the parties otherwise agree in a Project Work Order, County shall invoice State for:
(a) supplies, materials, services, fees, other project costs, and the actual hours of services at the rates set forth in the Project Work Order; or (b) if the County enters into a lump sum

contract pursuant to a County Request for Bid(s) or Request for Proposal(s), as reviewed and approved by the State, then for the amount set forth in such lump sum contract.

6. The State shall pay duly submitted invoices within thirty (30) days of receipt.
7. For the period of time this MOU is in effect, the aggregate amount of all Project Work Orders entered into hereunder shall not exceed a total of Four Hundred and Ninety-Nine Thousand Nine Hundred and Ninety-Nine dollars (US \$499,999.00). It is understood that this amount is being used to assign a contract number in the State's encumbrance system and that the parties may modify this amount by amendment to the Agreement, and that this amount is not a guarantee that State will enter into any Project Work Order hereunder.
8. Any additional costs related to Additional Improvements Work that are not incorporated into Project Work Orders are considered within the scope of the County's obligations under Minnesota Statutes Section 484.77, and include, but are not limited to, electrical, data, structural changes (backing), wall and casework repairs, flooring, and painting as needed.
9. The County shall be responsible for paying invoices of the vendors, contractors and subcontractors it engages to provide supplies, materials, and services to fulfill the Scope of Work in Project Work Orders and agrees that the State shall not be responsible to pay or reimburse the County's vendors, contractors or subcontractors it engages to fulfill the Scope of Work unless specified otherwise in a Project Work Order.
10. Conditions of Payment. All services provided by County pursuant to this MOU must be performed to the satisfaction of the State, as determined in the sole and reasonable discretion of the State, and not in violation of any federal, state or local laws, ordinances, rules and regulations. The County will not receive payment for (a) work reasonably found by the State to be unsatisfactory until such time as the County causes such work to be completed to the State's reasonable satisfaction; or (b) or performed in violation of federal, state or local law, ordinance, rule or regulation. In the event the State believes any services provided are not satisfactory or in violation of laws, the State shall immediately notify the County's Contract Manager (defined in Section 15, Authorized Representative) and work collaboratively to resolve asserted issues. Invoices will be paid when the State's authorized agent determines that the County has satisfactorily fulfilled the terms of this agreement.
11. Cancellation. This Principal Agreement MOU may be cancelled by either party at any time, with or without cause, upon written notice. In the event of such a cancellation, the County will be entitled to payment, determined on a pro rata basis, for the work or services satisfactorily performed as set forth herein. If, at the time of cancellation, the County has not performed work related to a Project Work Order, said Project Work Order shall also be cancelled.

12. Amendments; Assignments. Any amendments or modifications to this MOU must be in writing and will not be effective until duly executed.
13. Liability. Each party will be responsible and liable for their own acts and omissions and the results therefrom. The County's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466. This clause will not be construed to bar any legal remedies the County may have for the State's failure to fulfill its obligations pursuant to this agreement.
14. State Audit. The books, records, documents, and accounting procedures and practices of the County and its employees or representatives, relevant to this agreement must be made available and subject to examination by the State, including the State Legislative Auditor and State Auditor, for a minimum of six years from the end of this agreement.
15. Authorized Representative. The State's authorized representative for purposes of administration of this contract and all Project Work Orders is the Second Judicial District Administrator, or his/her designee. Such representative shall have final authority for acceptance of the County's services and approval of invoices. The County Director of Property Management, or his/her designee, ("Contract Manager") shall manage this MOU and Project Work Orders on behalf of the County and serve as liaison between the County and the State.
16. Authority. Nothing herein shall be construed to permit or authorize either the County Director of Property Management or the Second Judicial District Administrator to execute any Project Work Order if the terms of such Project Work Order exceed such representative's individual signature authority.
17. Nothing in this MOU or any Project Work Order shall be construed to modify, expand or reduce the County's obligations to provide suitable facilities for court purposes pursuant to Minnesota Statutes Section 484.77.
18. Confidentiality, Disclosure and Use. As applicable, the County shall abide by and comply with the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13, ("MGDPA") and the State shall comply with the Minnesota Rules of Public Access, promulgated by the Minnesota Supreme Court. Subject to the foregoing, the County shall not disclose to any third party any information that is both: (A) made available by the State or its agents to the County in order to permit the County to perform hereunder or is created, gathered, generated or acquired in accordance with this agreement; and (B) inaccessible to the public pursuant to the Rules of Public Access to Records of the Judicial Branch. For clarification and not limitation, nothing in the foregoing prohibits the County from disclosing, pursuant to a duly submitted request for data under the MGDPA, this MOU, Project Work Orders, invoices, payment records, or other related data. If the County receives a request to release information referred to in this Clause, the

County must immediately notify the State.

19. Workers' Compensation. The County is self-insured for worker's compensation.
20. Jurisdiction and Venue. This MOU is governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this agreement, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
21. Notice. Any written notice under this contract shall be deemed to have been received when: (A) sent by confirmed return receipt or acknowledged email; (B) sent by commercial overnight courier with written verification of receipt; or (C) ninety-six (96) hours after it has been deposited in the United States mail, first class, proper postage prepaid, to the County Director of Property Management, or his/her designee, and to the Second Judicial District Administrator, or his/her designee, with a copy to Legal Counsel Division, 140 Minnesota Judicial Center, 25 Rev. Martin Luther King, Jr. Blvd, St. Paul, MN 55155.
22. This MOU is the present expression of the understanding of the parties. There are no representations or stipulations either oral or written not contained herein.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives.

RAMSEY COUNTY

Rafael E. Ortega
Chair
Date:

Jason Yang,
Chief Clerk
Date:

Jean Krueger
Jean Krueger, Director
Property Management Department
Date:

Kathleen Ritter
Kathleen Ritter
Assistant County Attorney
Date:

STATE OF MINNESOTA,
SECOND JUDICIAL DISTRICT

Approval and certification that State funds have been encumbered, and applicable procurement policies have been followed:

Heather Kendall
Judicial District Administrator
Date:

Where contract exceeds \$50,000, signature of the State Court Administrator or his Deputy is also required:

Jeff Shorba
State Court Administrator
Date:

Approved as to Form and Execution for the State by:

SCAO Senior Legal Counsel
Date:

Funds have been encumbered as required by State Court Finance Policy by:

Title:
Date:
Contract Number:
P.O. Number:

**MEMORANDUM OF UNDERSTANDING
RAMSEY COUNTY AND SECOND JUDICIAL DISTRICT
PRINCIPAL AGREEMENT FOR PROJECT WORK ORDERS
WORK ORDER #_____**

This Project Work Order is attached to the **Memorandum of Understanding for the Principal Agreement for Project Work Orders** (the “Principal MOU”) between the **State of Minnesota, Second Judicial District** (“State”) and **Ramsey County** (“County”), is incorporated into and made a part of the MOU, and is, thereby, subject to the provisions in the Principal MOU. Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed in the Principal MOU.

Subject to the foregoing, the parties agree as follows:

1. Unless otherwise indicated herein, definitions of terms in the Principal MOU shall have the same meaning in this Project Work Order.
2. This Project Work Order will establish the scope of work for the Additional Improvements Work the parties agree to be provided by the County to the State at the Ramsey County Courthouse, or other court facility location as indicated in the scope of work detail listed herein.
3. The scope of work of the Additional Improvements Work is as follows:
 1. [Description of the overall scope of work]
 2. [Design Plan]
 3. [Detail of the materials, products, and service to be provided in the scope of work]
 4. [Detailed timeline of the overall scope of work and efforts therein]
4. The County shall perform or engage a Vendor(s) to perform the following:
 1. [Describe in detail services to fulfill scope of work, including materials, products and services]
 2. [ALTERNATIVELY/ADDITIONALLY: As further detailed in the scope of work/quote/etc. that is attached to and made a part of this Project Work Order]
5. The State shall provide the following:
 - A. Access to designated Court facilities to the County’s or its Vendor’s personnel in order to perform the work or services described in the Project Work Order.

- B. Coordination with the County of scheduling for work, materials or services provided for in this Project Work Order.
6. Compensation. All compensation by the State to the County for the Additional Improvements Work and scope of work in the Project Work Order shall not exceed _____ dollars (US\$x,xxx.xx). All services provided by the County or its vendor(s) pursuant to this Project Work Order shall be performed to the satisfaction of the State, as determined by its Authorized Representative listed in the Principal MOU, and in accord with the County's duties set forth in this contract and all applicable federal, state, and local laws, ordinances, rules, and regulations. The State shall not be obligated to pay for work that is unsatisfactory, or performed in violation of federal, state, or local laws, ordinances, rules, or regulation. The State shall not be obligated to pay beyond the not-to-exceed-amount in this Project Work Order unless the parties enter into an amendment to this Project Work Order executed by the parties.
7. Term of Project Work Order. This Project Work Order shall not be effective until approved as to form and execution by the State, and upon such approval the effective date shall be deemed to be _____ and in effect until _____, unless terminated or cancelled as provided herein or pursuant to the Principal MOU.
8. Integration. This Project Work Order sets forth the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, statements, proposals, negotiations, discussions, understandings, or agreements regarding the same subject matter; provided that all terms and conditions of all preexisting contracts or agreements between the parties shall continue in full force and effect except as supplemented or modified by this Project Work Order. In the event of any inconsistency or conflict between the terms of this Project Work Order the Principal MOU shall govern.
9. Amendments; Assignments. Any amendments or modifications to this Project Work Order must be in writing and will not be effective until duly executed.

[continued on next page]

IN WITNESS WHEREOF, the parties have caused this Project Work Order to be executed by their duly authorized representatives as designated in the Principal MOU.

RAMSEY COUNTY

STATE OF MINNESOTA
SECOND JUDICIAL DISTRICT

Jean Krueger, Director
Property Management Department
Date:

Heather Kendall
Judicial District Administrator
Date:

Approved as to form and insurance:

Where contract exceeds \$50,000, signature of the State Court Administrator or his Deputy is also required:

Name:
Title: Assistant County Attorney
Date:

Jeff Shorba
State Court Administrator
Date:

Approved as to Form and Execution for the State by:

SCAO Senior Legal Counsel
Date:

Funds have been encumbered as required by State Court Finance Policy by:

Title:
Date:
Contract Number:
P.O. Number:

Board of Commissioners

Request for Board Action

Item Number: 2025-180

Meeting Date: 6/3/2025

Sponsor: Public Works

Title

Approval of the All-Abilities 2050 Transportation Plan

Recommendation

Approve the All-Abilities 2050 Transportation Plan.

Background and Rationale

The county board adopted the Ramsey County All-Abilities Transportation Network Policy in 2016, which advanced the county's vision to create a "Vibrant Community in Which All are Valued and Thrive". This policy unified county transportation efforts under a shared vision and implementation strategy that prioritizes the transportation system to ensure the most vulnerable users of the transportation network are always considered first during transportation planning and implementation.

In 2023, work began on the All-Abilities 2050 Transportation Plan, Ramsey County's first transportation plan. Upon adoption it will guide the development of the county's annual Transportation Improvement Program (TIP) through project identification and selection to achieve a multimodal transportation system that is safe, connected, equitable, and accessible for all.

To function as a guiding document the plan was created through a combination of technical data gathering, analysis, and public engagement. Technical analysis was conducted in conjunction with four phases of public engagement that reached over 1,500 people through community conversations, pop-ups and open houses, as well as electronically through surveys, social media, virtual events, and email. The first phase of engagement identified how the existing system worked or did not work for the community. The second phase identified where issues and opportunities existed. The third phase identified the types of projects that might be needed, and the fourth phase was a review of draft final transportation plan.

This effort led to the examination of the existing and future condition of the county system, goal and opportunity identification, and financially constrained project priority scenarios. In developing the plan, twenty-three other plans from Ramsey County, Metro Transit, and cities were reviewed for policies, resources, challenges, and opportunities to identify where they could help guide the All-Abilities 2050 Transportation Plan's direction, resources, and goals. This work resulted in the identification of the following goals:

- Safe.
- Multimodal.
- Equitable.
- Well-Maintained.

These goals were combined with an analysis of Ramsey County transportation network data on roadway condition, safety, multimodal infrastructure, traffic patterns, and planned projects to established areas of need. An additional step in establishing need was the completion of a social equity analysis. This effort provided for a better understanding of how the transportation network was or was not serving county residents.

Upon completion of the data gathering, five fiscally constrained funding scenarios were completed ranging from the status quo to those that prioritized only safety, equity or multimodal infrastructure. Analysis of these scenarios and how their identification and prioritization of potential projects resulted in the selection of a blended scenario, Realigned Project Priorities, as the best fit for Ramsey County and achieving its All-Abilities Transportation Policy. The Realigned Project Priorities scenario provides extra weight to safety, pedestrian/bike, and equity when creating a total project score. That total project score is then supplemented by a pavement score to reach a final project rating. This allows an emphasis to be placed on furthering safety, pedestrian/bike, and equity goals while acknowledging roadway condition as a factor, but not the sole factor in project selection. Following evaluation of practical and real-world considerations, projects are selected for inclusion in the county's TIP that is adopted by board action.

The All-Abilities 2050 Transportation Plan is posted on Ramsey County's website and can be accessed via the link below:

<https://www.ramseycounty.us/residents/roads-transportation/multi-modal-planning/all-abilities-2050-transportation-plan>

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☒ Opportunity

☒ Accountability

Racial Equity Impact

The All-Abilities 2050 Transportation Plan covers the transportation network owned by Ramsey County. Development of the plan included engaging with more than 1,500 residents, city, county, and township officials throughout its development. This engagement guided the selection of the Realigned Priorities rating process for prioritizing projects. The Realigned Priorities rating provides double weighting to safety, pedestrian/bicycle, and equity criteria while also looking at pavement ride quality. The Equity criteria utilized data on population, age, disabilities, poverty, household income, no car households, bridges, traffic, and severe and fatal crashes. This data was then used to create a project scorecard for use in prioritizing projects in combination with weighing practical and real-world considerations.

Transportation provides access to jobs, workforce training opportunities, education, healthcare, recreation, shopping, and other key destinations regionally and nationally. Improving Ramsey County's transportation system to prioritize people who walk, bike, roll, and ride transit over automobiles and freight will ensure that the needs of all residents are met while improving resident safety and prosperity. As the most diverse county in Minnesota, Ramsey County is pursuing the implementation of transportation investments that provide reliable, low-cost, and high amenity transportation to reduce and eliminate transportation barriers for transit-dependent households, areas of racially concentrated poverty, and areas of low income. Reducing these barriers by elevating pedestrian, bicycle, and transit investments over automobile focused investments will reduce the financial and environmental cost on these groups by improving access to fast, frequent, and reliable transit, improving pedestrian infrastructure, including safer street crossings and providing bicycle focused infrastructure, will provide residents with convenient alternatives to driving, allowing them to choose the best transportation for them.

Community Participation Level and Impact

Community engagement is essential to informed and transparent decision making and has occurred throughout the development of Ramsey County transportation projects. Public Works engages the public as part of a specific project development processes and in the development of long-range plans like the All-Abilities 2050 Transportation Plan. This plan's engagement was broken up into four distinct phases, Understanding Existing Experiences, Explore Opportunities, Refine Solutions, and Review the Plan resulting in the engagement of over 1,500 members of the public who's input guided the selection of the Realigned Project Priorities project prioritization approach to address community concerns about improving multimodal accessibility, safety, pavement quality, and ensuring that all areas of the county benefited from transportation

projects.

☒ Inform

☒ Consult

☒ Involve

☒ Collaborate

☐ Empower

Fiscal Impact

The Ramsey County All-Abilities Transportation Plan is aligned with, and implemented through, planned construction projects on Ramsey County roads and trails. The implementation of this plan, expanding access, safety, and mobility within existing corridors, may result in increased project costs. These costs will be incorporated into all future transportation project budgets and will be reflected in the annual TIP.

Last Previous Action

None.

Attachments

None.

Board of Commissioners

Request for Board Action

Item Number: 2025-223

Meeting Date: 6/3/2025

Sponsor: Community Corrections

Title

Putting Well-being and Community at the Center of Justice System Transformation

Recommendation

None. For information and discussion only.

Background and Rationale

This strategic priority underscores Ramsey County's commitment to reducing interactions with the justice system, particularly for individuals from the most underserved communities. Ramsey County's approach emphasizes the use of social services and public health interventions as the primary response, reserving justice system involvement only when diversion efforts are not successful.

Ramsey County's strategy focuses on improving outcomes for those most impacted by the current system. Ramsey County aims to collaborate with community members and system leaders to identify and remove systemic barriers, while investing in proven, effective solutions that foster safer and healthier communities.

This presentation is a continuation and conclusion of the Strategic Board Workshop: Putting Well-Being and Community at the Center of Justice System Transformation held on May 27, 2025.

Attachments

1. Presentation



June 03, 2025

Putting Well-being and Community at the Center of Justice System Transformation



Agenda

Strategic Priority Overview

Gloria Reyes, Deputy County Manager, Safety and Justice Service Team

Performance Measure: Average Daily Population in the Adult Detention Center

Ashlee Bryant, Undersheriff, Detention Services, Sheriff's Office

Kyle Mestad, Undersheriff & Chief of Staff, Sheriff's Office

Strategies to Reduce the Average Daily Population

John Choi, Ramsey County Attorney

Gloria Reyes, Deputy County Manager, Safety and Justice Service Team

Community Corrections Performance Measure: Revocations

Kim Stubblefield, Deputy Director of Field Services, Community Corrections

Edward Hauck, Research & Evaluation Supervisor, Community Corrections

Strategic Priority

Putting Well-being and Community at the Center of Justice System Transformation

This strategic priority underscores Ramsey County's commitment to reducing interactions with the justice system, particularly for individuals from the most underserved communities. Our approach emphasizes the use of social services and public health interventions as the primary response, reserving justice system involvement only when diversion efforts are not successful.

Our strategy focuses on improving outcomes for those most impacted by the current system. We aim to collaborate with community members and system leaders to identify and remove systemic barriers, while investing in proven, effective solutions that foster safer and healthier communities.

Goal & Strategies

Goal: Reduce the Number of Days in the Adult Detention Center



Strategies

- Enable community participation.
- Connect justice involved individuals to wraparound resources and provide support upon release.
- When appropriate, use diversion programs.
- Review policies and practices.
- Leverage community-based organizations to implement pretrial navigator program.

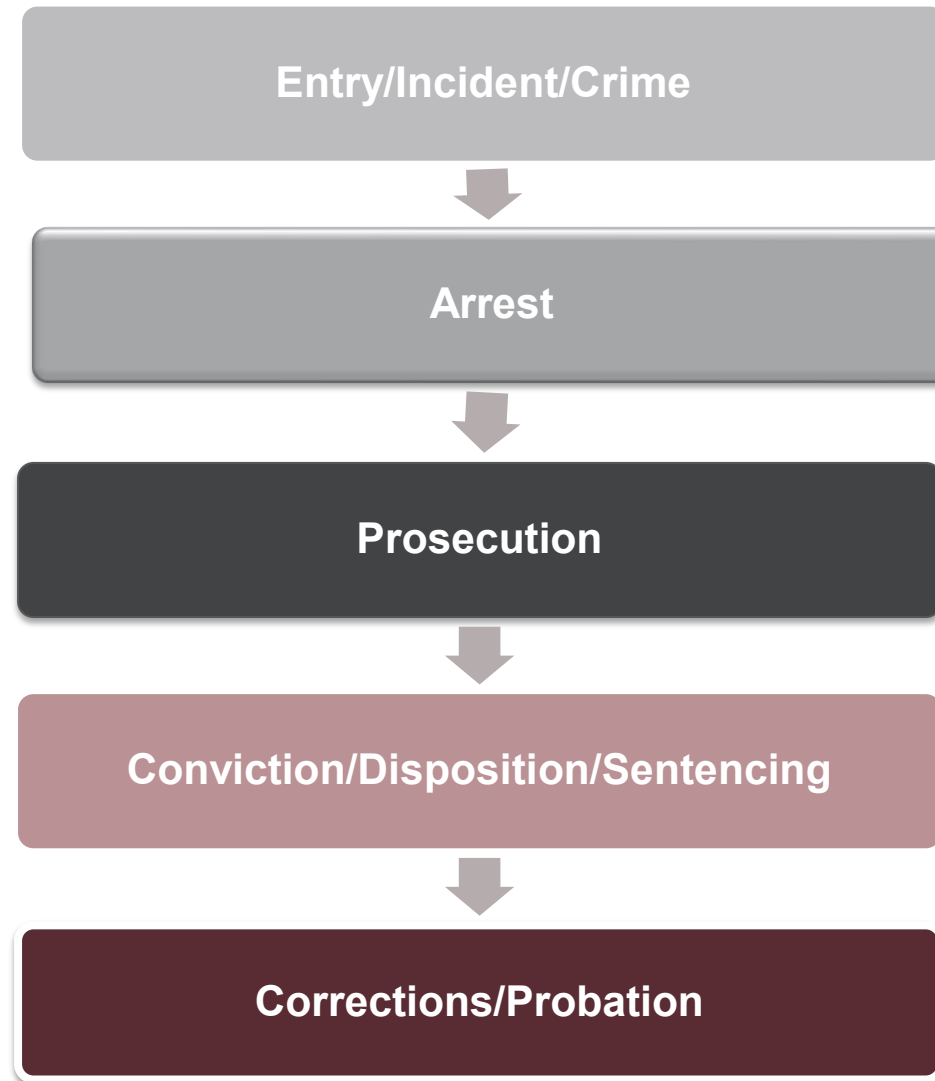
Advancing the Strategic Priority:

Elected Office/Department Performance Measures

Department	Performance Measure	Description
Sheriff's Office	Average Daily Population in the Adult Detention Center	The Sheriff's Office reports regularly on the population of the Adult Detention Center (ADC), a pre-trial detention facility. This is one measure that can reflect the efficiency of the county's criminal justice system in resolving criminal cases.
County Attorney's Office	Percentage of adults who are provided alternatives to make amends in a way that avoids a felony conviction	A felony conviction creates barriers that increases racial disparities. To address this, we provide alternatives to legal system involvement that address accountability.
Community Corrections	Percentage of adults exiting felony level supervision who are sent to prison (Revocation Rates)	Community Corrections continues to implement strategies to reduce the number of adults in confinement without impacting public safety and improving success for people on supervision.

Community Corrections Performance Measure: Revocations

Corrections Sits at the Deep-End of the Criminal Justice System



How Are We Doing on Reducing Revocations to Prison?

Performance Measure	2019	2020	2021	2022	2023	2024	Goal: 2025	Goal: 2027
Percentage of adults exiting felony level supervision who are sent to prison.	21%	12%	10%	14%	14%	16%	15%	10%

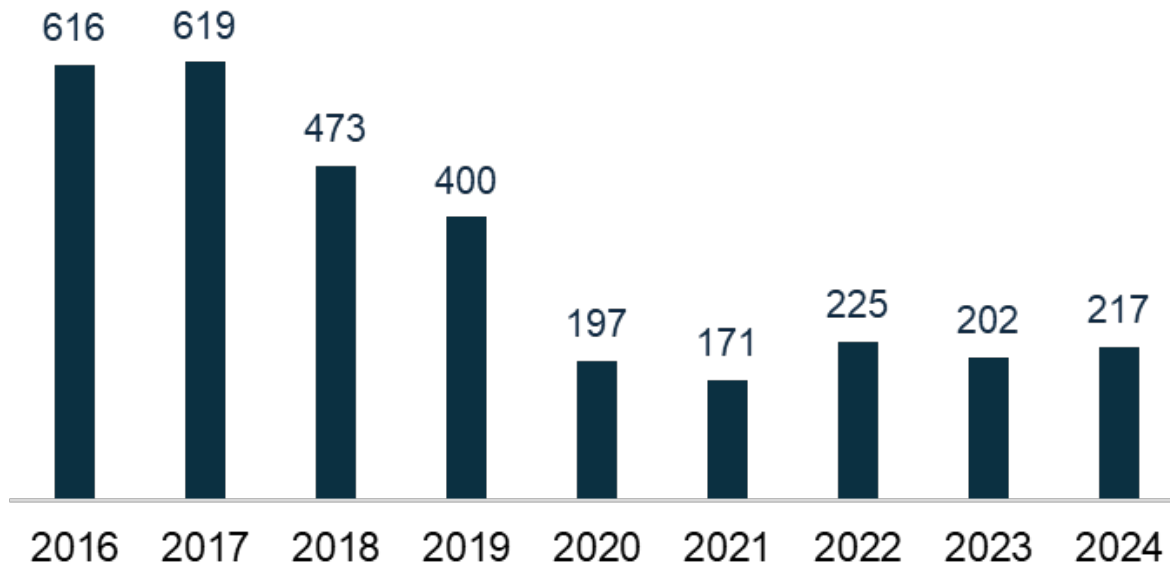
- Nationally, there is recognition that criminal justice system must work to address racial disparities, reduce mass incarceration, and improve outcomes.
- Historically, Ramsey County had one of the highest revocation rates in the state; We are now nationally recognized as being at the forefront of reform efforts.
- In 2024, 16% of adults exiting felony supervision were sent to prison, compared to 21% in 2019 and 29% in 2016.
- Ramsey County has sustained the reductions in revocations achieved during the pandemic.

How Are We Doing on Reducing Revocations to Prison?

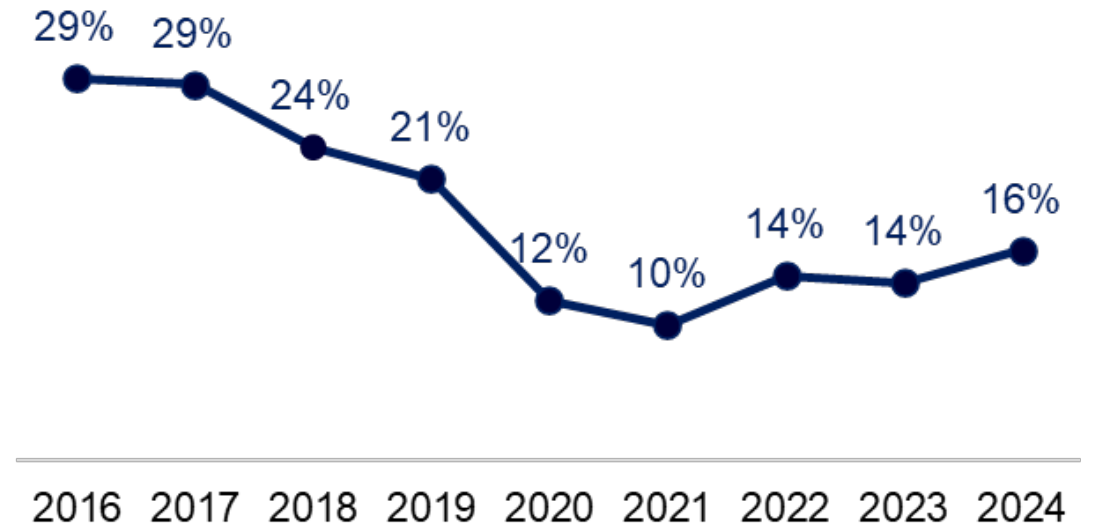
In 2024, 400 fewer residents revoked to prison compared to 2016.

The percentage of adults revoked to prison decreased from 29% in 2016 to 16% in 2024.

Number of adults on supervision revoked to prison

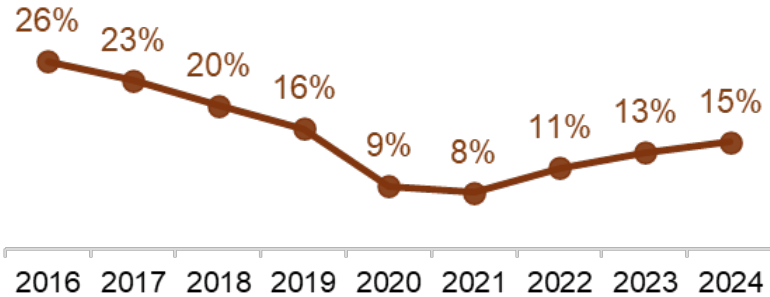


Percentage of adults on supervision revoked to prison

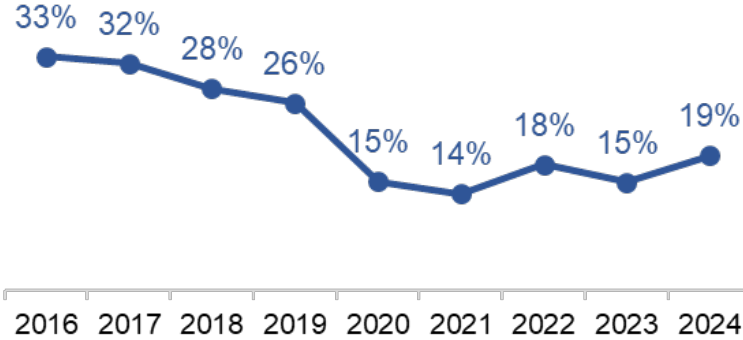


Revocation Rates Have Decreased for All Adults by Race.

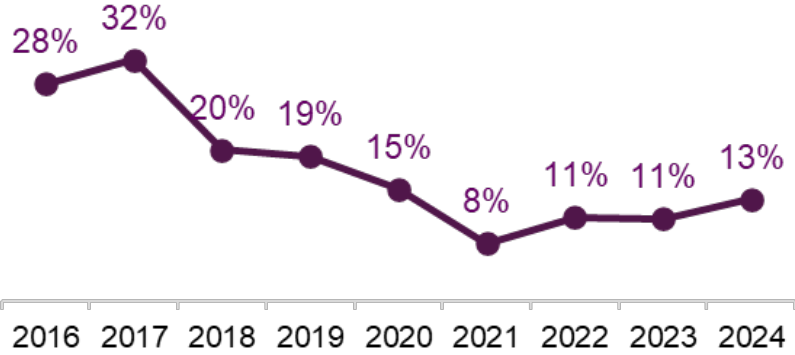
White



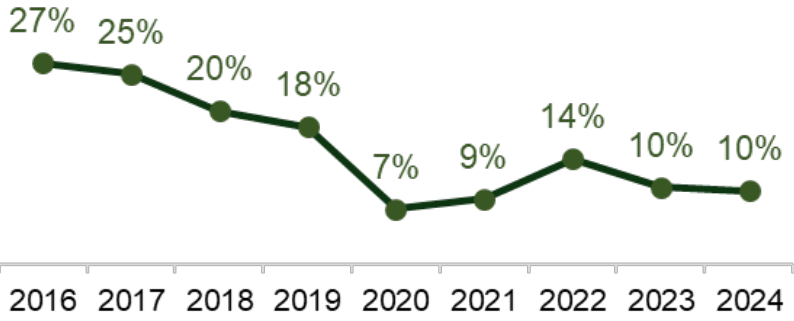
Black/African American



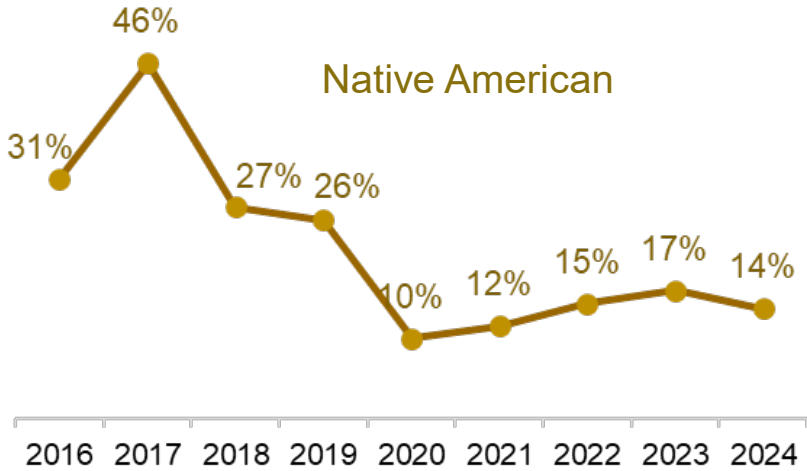
Asian



Hispanic/Latine



Native American



Strategies to Reduce Probation Revocations

Past

- Reducing Revocations Challenge*
- Fines and fees elimination
- Expanded early discharge criteria
- Expanded Probation Service Center (PSC) eligibility
- Reduced length of probation terms

Current/Ongoing

- Case planning
- Organizational culture and leadership investments
- Specialized caseloads
- Community Alternatives Program (CAP)
- Community Justice Specialists*
- Expanded community housing contracts*
- Cognitive Behavioral Programming

Future/Planned

- Minnesota Rehabilitation and Reinvestment Act (MRRA)
- Update the probation response model *
- Food security initiative*

* Community partnership

Meaningful Partnerships and Co-design

Partner	Initiatives
Community /Justice Impact Residents	RECEAT; Reducing Revocations Challenge; Hiring Panels
Community Providers	Youthprise Contracts; Housing contracts; JusticePoint
Service Team Partners	Food Security; Basic Needs QR Code
Second Judicial District	Judges Groups; Reducing Revocations Challenge; Treatment Courts
Ramsey County Attorney's Office	Reducing Revocations Challenge
Minnesota Department of Corrections	Supervised Release; MRRA

Closing Comments