



Board of Commissioners

Agenda

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

June 24, 2025 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of June 24, 2025 is Presented for Approval** [2025-249](#)

Sponsors: County Manager's Office

Approve the agenda of June 24, 2025.

2. **Minutes from June 17, 2025 are Presented for Approval** [2024-575](#)

Sponsors: County Manager's Office

Approve the June 17, 2025 Minutes.

ORDINANCE PROCEDURES

3. **Proposed Ramsey County Commissioner's Salary Ordinance for 2026 - Waive the Second Reading and Hold the Public Hearing** [2025-196](#)

Sponsors: Human Resources

1. Waive the second reading of the proposed Ramsey County Commissioner's Salary Ordinance for 2026.
2. Hold the Public Hearing for the proposed Ramsey County Commissioner's Salary Ordinance for 2026.

ADMINISTRATIVE ITEMS

4. **Amendment to the Joint Powers Agreement with the Minnesota Department of Veteran Affairs for the Functional Zero Project** [2025-250](#)

Sponsors: Veterans Services

1. Approve an amendment to the joint powers agreement with the Minnesota Department of Veteran Affairs, 435 Wabasha Street North #120, Saint Paul, MN 55102, for the Homelessness Mission - Functional Zero Project for the period of June 24, 2025, through June 30, 2026, in the not-to-exceed amount of \$400,000 in accordance with the rates established in the agreement.
2. Authorize the Chair and Chief Clerk to execute the agreement.

5. Sole Source Agreement with the Metropolitan Council for Employee Metropass [2025-231](#)

Sponsors: Human Resources

1. Approve the selection of and sole source agreement with the Metropolitan Council, 570 Sixth Avenue North, Minneapolis, MN 55411 for Metropass License for the period July 1, 2025, through June 30, 2030 in accordance with the rates established in the agreement.
2. Approve fully subsidized employer funding commitment for one year from July 1, 2025 through June 30, 2026.
3. Authorize the Chair and Chief Clerk to execute the Agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to
5. agreements and contracts in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of the available funds.

6. Minnesota Council on Local Results and Innovation's Performance Measurement Program [2025-149](#)

Sponsors: County Manager's Office

1. Approve continuation of Ramsey County's participation in the Minnesota Council on Local Results and Innovation's Performance Measurement Program, as well as public distribution of the performance measures report via the county's website.
2. Ratify the County Manager's submission of Ramsey County's annual report of its adopted performance measures to the Minnesota Office of the State Auditor.

7. Agreement with Network Communications International Corp., dba NCIC Correctional Services for Inmate Communication Services [2025-212](#)

Sponsors: Sheriff's Office

1. Approve the selection of and the agreement with Network Communications International Corp., dba NCIC Correctional Services, 607 East Whaley Street, Longview, Texas 75601 for inmate communication services for the period of June 24, 2025 through June 23, 2027 with the option to be renewed for three additional one-year periods for a total of five years, in accordance with the rates established in the agreement.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of available funding.

8. Agreement with Taher, Inc. for Micro Market Services [2025-213](#)

Sponsors: Sheriff's Office

1. Approve the selection of and the agreement with Taher, Inc., 5570 Smetana Drive, Minnetonka, Minnesota 55343 for micro market services for the period of June 24, 2025 through June 23, 2027 with the option to be renewed for three additional one-year periods for a total of five years, in accordance with the rates established in the agreement.
2. Authorize the Chair and Chief Clerk to execute the agreement.

3. Authorize the County Manager to execute amendments to the agreement in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of available funding.

9. Acceptance of Legislative Grant for Capitol Area Public Safety and Livability Initiative [2025-228](#)

Sponsors: Sheriff's Office

1. Accept the legislative grant from the State of Minnesota for Capitol Area Community Vitality for the period of July 1, 2025 through June 30, 2029 in the amount of \$3,000,000.
2. Authorize the County Manager to establish the Capitol Area Community Vitality project account.
3. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

10. Grant Agreement with the Minnesota Department of Public Safety for the Crossover/Dual Status Youth Grants 2025 Program [2025-256](#)

Sponsors: County Attorney's Office

1. Ratify the submittal of the grant application to the Minnesota Department of Public Safety for the Crossover/Dual Status Youth Grants 2025 Program.
2. Accept a grant award and approve a grant agreement with the Minnesota Department of Public Safety for the Crossover/Dual Status Youth Grants 2025 Program for the period upon execution to June 30, 2026 in the amount of \$300,000.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to establish the budget for the Minnesota Department of Public Safety for the Crossover/Dual Status Youth Grants 2025 Program in the County Attorney's Office.
5. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

11. Grant Agreement with the Minnesota Office of Justice Programs for the Restorative Practices Initiatives Grant Program 2025 [2025-257](#)

Sponsors: County Attorney's Office

1. Ratify the submittal of the grant application to the Minnesota Office of Justice Programs for the Restorative Practices Initiatives Grant Program 2025.
2. Accept a grant award and approve a grant agreement with the Minnesota Office of Justice Programs for the Restorative Practices Initiatives Grant Program 2025 for the period of August 1, 2025 to January 31, 2027 in the amount of \$450,000.
3. Authorize the Chair and Chief Clerk to execute the grant agreement when the State of Minnesota presents a final grant agreement for execution to Ramsey County provided that the terms and conditions of the final grant agreement remain substantially similar to the terms and conditions of the draft grant agreement.
4. Authorize the County Manager to establish the budget for the Minnesota Office of Justice Programs for the Restorative Practices Initiatives Grant Program 2025 in the County Attorney's Office upon the execution of the final grant agreement.
5. Authorize the County Manager to enter into agreements and execute amendments to

agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

10:30 a.m. (est.) Closed Meeting *Closed to the Public*
Re: Ching Vang v. Ramsey County
Courthouse Room 220, Large Conference Room

11:30 a.m. (est.) Closed Meeting *Closed to the Public*
Re: Breen Matter
Courthouse Room 220, Large Conference Room

12:30 p.m. (est.) Minnesota Landmarks and Ramsey County Board of Commissioners Luncheon
Landmark Center – 75 W 5th St NW, St Paul, MN 55112

Advance Notice:

July 01, 2025	County board meeting – Council Chambers
July 08, 2025	County board meeting – Council Chambers
July 15, 2025	No county board meeting - NACo Annual Conference (Philadelphia, PA)
July 22, 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: 2025-249

Meeting Date: 6/24/2025

Sponsor: County Manager's Office

Title

Agenda of June 24, 2025 is Presented for Approval

Recommendation

Approve the agenda of June 24, 2025.



Board of Commissioners

Request for Board Action

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

Item Number: 2024-575

Meeting Date: 6/24/2025

Sponsor: County Manager's Office

Title

Minutes from June 17, 2025 are Presented for Approval

Recommendation

Approve the June 17, 2025 Minutes.

Attachments

1. June 17, 2025 Minutes

Board of Commissioners Minutes

June 17, 2025 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:00 a.m. with the following members present: Jebens-Singh, McGuire, Miller, Moran, Xiong and Chair Ortega. Commissioner McMurtrey was absent. Also present were Ling Becker, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Presented by Commissioner McGuire.

1. Agenda of June 17, 2025 is Presented for Approval [2025-230](#)

Sponsors: County Manager's Office

Approve the agenda of June 17, 2025.

Motion by McGuire, seconded by Miller. Motion passed.

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

Excused: McMurtrey

2. Minutes from June 10, 2025 are Presented for Approval [2024-574](#)

Sponsors: County Manager's Office

Approve the June 10, 2025 Minutes.

Motion by Miller, seconded by Moran. Motion passed.

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

Excused: McMurtrey

PROCLAMATION

3. Proclamation: Juneteenth Proclamation [2025-246](#)

Sponsors: Human Resources

Presented by Commissioner Jebens-Singh and Commissioner Moran. Discussion can be found on archived video.

ADMINISTRATIVE ITEMS

4. Agreement with Sheehy Construction Company for Security Fencing at the Ramsey County Law Enforcement Center Campus [2025-211](#)

Sponsors: Sheriff's Office

1. Approve the selection of and agreement with Sheehy Construction Company, 360 Larpenteur Avenue West, Suite 200, Saint Paul, Minnesota 55113 for security fencing at the Ramsey County Law Enforcement Center Campus for the period of June 17, 2025 through June 16, 2027, in accordance with the rates established in the agreement.
2. Authorize the Chair and the Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the county's procurement policies and procedures, provide the amounts are within the limits of available funding.

Motion by McGuire, seconded by Miller. Motion passed.

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

Excused: McMurtrey

Resolution: B2025-121

LEGISLATIVE UPDATE

5. Ramsey County Legislative and Federal Response Update [2025-245](#)

Sponsors: County Manager's Office

None. For information and discussion only.

Presented by Maria Sarabia, Ramsey County Chief of Staff and Jennifer O'Rourke, Director of Government Relations. Discussion can be found on 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.

CLOSED MEETING

Pursuant to Minnesota Statutes § 13D.05, subdivision 3(b) in order to discuss the Ramsey County 2024 Litigation Report. The Ramsey County Board met in a closed meeting, which was not open to the public.

In Re: Ramsey County 2024 Litigation Report

The Closed Meeting was called to order at 11:00 a.m.

Present: Commissioners Jebens-Singh, McGuire, Miller, Moran, Xiong, and Chair Ortega.

Commissioner McMurtrey was absent. Also present: Ling Becker, County Manager; Jada Lewis, Civil Division Director, Ramsey County Attorney's Office; Kristine Nogosek, Assistant County Attorney; Brett Bacon, Assistant County Attorney; Deanna Pesik, Chief Compliance and Ethics Officer Compliance and Ethics Office; Jason Yang, Chief Clerk, County Manager's Office. The closed meeting was adjourned at 12:30 p.m.

Board of Commissioners

Request for Board Action

Item Number: 2025-196

Meeting Date: 6/24/2025

Sponsor: Human Resources

Title

Proposed Ramsey County Commissioner's Salary Ordinance for 2026 - Waive the Second Reading and Hold the Public Hearing

Recommendation

1. Waive the second reading of the proposed Ramsey County Commissioner's Salary Ordinance for 2026.
2. Hold the Public Hearing for 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 second reading may be waived by duly made motion and majority vote.

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

County Goals (Check those advanced by Action)

☐ Well-being☐ Prosperity☐ Opportunity☒ Accountability**Racial Equity Impact**

There is no specific racial equity impact associated with the proposed 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 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 3, 2025, the Ramsey County Board waived the first reading and set the public hearing date of June 24, 2025 for the proposed Ramsey County Commissioner's Salary Ordinance for 2026 ordinance (Resolution B2025-105).

Attachments

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

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

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

AFFIDAVIT OF PUBLICATION

RECEIVED
JUN 16 2025

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 11th day of June, 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.

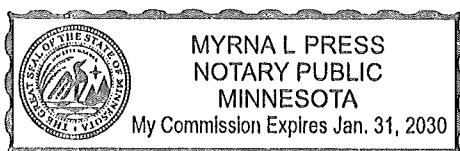
BY:



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

Subscribed and sworn to before me on this 11th day of June, 2025.

Myrna L. Press
Notary Public



**RAMSEY COUNTY, MINNESOTA
OFFICE OF THE COUNTY MANAGER
ST. PAUL, MINNESOTA
BOARD OF COMMISSIONERS
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

Published one time in the Vadnais Heights Press on June 11, 2025.

Board of Commissioners

Request for Board Action

Item Number: 2025-250

Meeting Date: 6/24/2025

Sponsor: Veterans Services

Title

Amendment to the Joint Powers Agreement with the Minnesota Department of Veteran Affairs for the Functional Zero Project

Recommendation

1. Approve an amendment to the joint powers agreement with the Minnesota Department of Veteran Affairs, 435 Wabasha Street North #120, Saint Paul, MN 55102, for the Homelessness Mission - Functional Zero Project for the period of June 24, 2025, through June 30, 2026, in the not-to-exceed amount of \$400,000 in accordance with the rates established in the agreement.
2. Authorize the Chair and Chief Clerk to execute the agreement.

Background and Rationale

Minnesota aims to be one of four states in the nation to end veteran homelessness by reaching a statewide goal of *Functional Zero for Homeless Veterans*. Functional Zero is a milestone that demonstrates success when fewer people are experiencing homelessness than are routinely exiting homelessness at any given time. The Minnesota Department of Veterans Affairs understands that Minnesota's two most populous areas, Hennepin and Ramsey Counties, will require significant effort and resources to achieve the state of Minnesota's Functional Zero goal.

Funding is being used to support one intermittent Full Time Equivalent (FTE) position in Ramsey County Veterans Services, which is being used to collaborate and identify veterans in the county and connect them to the Homeless Veteran Registry, which helps veterans get connected to specific housing and services. As part of their duties, the staff member attends the weekly Functional Zero collaboration meetings that includes representation from Minnesota Department of Veteran Affairs and Ramsey County Veterans Services department. The amendment to this agreement is extending the time of the agreement through June 30, 2026.

County Goals (Check those advanced by Action)

☒ Well-being ☒ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

Currently, there are 41 homeless veterans in Ramsey County. Of that total, 3 identify as chronic or long-term homeless. In addition, 26 of the 41 are eligible for Veteran Affairs services.

Community Participation Level and Impact

The Functional Zero collaborative meets weekly and is made up of many community representatives including Minnesota Department of Veterans Affairs, Minnesota Assistance Council for Veterans, Veterans Affairs, Ramsey County Veterans Services department, Ramsey Continuum of Care, and various outreach staff. This working group coordinates case conferencing, verifies veteran status, troubleshoots barriers to housing, and ensures that no veteran falls through the cracks. In the past year, Ramsey County has identified 123 homeless veterans through the Homeless Veterans Registry (HVR), 36 of those veterans were considered not eligible, 46 veterans were housed, and 41 veterans are actively on the Homeless Veterans Registry.

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

The joint powers agreement amendment will increase grant revenues and expenditures in the Functional Zero Project grant by \$100,000 from the Minnesota Department of Veteran Affairs over the period of July 2025 through June 2026.

Last Previous Action

On June 4, 2024, the Ramsey County Board of Commissioners approved an amendment to the Joint Powers Agreement with the Minnesota Department of Veterans Affairs for the period of November 1, 2022 through June 30, 2025, in the not-to-exceed amount of \$300,000 (Resolution B2024-101).

Attachments

1. Amendment Four to Joint Powers Agreement with the Minnesota Department of Veterans Affairs

AMENDMENT COVER SHEET**(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)****Instructions:**

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, solicitation document, single source justification, the original contract, and any previous amendments as these are used for reference.**
3. Admin will retain this cover sheet for its files.

Agency: Minnesota Department of Veterans Affairs **Name of Contractor:** Ramsey County on behalf of County Veterans Services

Current Contract Term: 11/01/2022 to 6/30/2025 **Project Identification:** Homelessness Mission

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under Minn. Stat. § 16C.03, subd. 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

What changes are being made to the to the contract? Complete appropriate box(es) for the amendment submitted.

1. ☒ **Amendment to the Expiration Date of the contract**
 - a. Proposed New Expiration Date: June 30, 2026.
 - b. Why is it necessary to amend the Expiration Date? To continue the Outreach Program to Former Service Members who are experiencing homelessness.
2. ☒ **Amend Duties and Cost** ☐ **Amend Duties Only**
 - a. Describe the amendment: Adding additional funding to the JPA to continue the Outreach Program into the FY 26 fiscal year.
 - b. If cost is amended, insert the amount of the original contract AND amount of each amendment below:

Original Contract: \$100,000.00; Amendment #1: \$0.00; Amendment #2: \$100,000.00;
Amendment #3: \$100,000.00; Amendment #4: \$100,000.00
3. ☐ **Amendment to change other terms and conditions of the contract:**
 - a. Describe the changes that are being made:

Amendment #4 to SWIFT Contract No. K-220786

Contract Effective Date:	<u>11/01/2022</u>	Total Contract Amount:	<u>\$400,000.00</u>
Original Contract Expiration Date:	<u>6/30/2023</u>	Original Contract:	<u>\$100,000.00</u>
Current Contract Expiration Date:	<u>6/30/2025</u>	Previous Amendment(s) Total:	<u>\$200,000.00</u>
Requested Contract Expiration Date:	<u>6/30/2026</u>	This Amendment:	<u>\$100,000.00</u>

This amendment is by and between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Veterans Affairs (“State” or “MDVA”) and Ramsey County on behalf of the County Veterans Service Office, whose designated business address is 90 Plato Blvd. W., #210, St. Paul, MN 55107 (“Governmental Unit” or “Contractor”). State and Contractor may be referred to jointly as “Parties.”

Recitals

1. The State has a contract with the Contractor identified as SWIFT Contract Number 220786 (“Original Contract”) to provide staff for an Outreach Program to Former Service Members who are currently experiencing homelessness or at immediate risk of homelessness.
2. The contract is being amended to extend services for an additional year and to increase funding.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment # 4

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 1. “**Term of Contract**” is amended as follows:

1. Term of Contract

- 1.1 Effective date. November 1, 2022, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. ~~June 30, 2025, June 30, 2026,~~ or until all obligations have been satisfactorily fulfilled, whichever occurs first. ~~The contract may be extended for up to an additional 1 year, in increments as determined by the State, through a duly executed amendment.~~

REVISION 2. Clause 3. “**Payment**” is amended as follows:

- 3.1 **Consideration.** The State will pay for all services performed by the Governmental Unit under this Agreement as follows:
 - 3.1.1 **Compensation.** The State will reimburse the Governmental Unit based on an hourly rate as identified as follows:


Title	Hourly Rate
Full Time Employees	Hourly rate from 11/1/2022-6/30/2024: Up to \$36.61 Hourly rate from 7/1/2024-6/30/2025: Up to \$50.00 <u>Hourly rate from 7/1/2025-6/30/2026: Up to \$50.00</u>

- 3.1.2 **Administrative Expenses.** The Contract will allow up to \$15,600.00 to reimburse the Contractor for expenses related to administrative cost.
- 3.1.3 **Computer and Information Technology.** The Contract will allow up to \$5,600.00 to reimburse the Contractor for expenses related to technological support services.
- 3.1.4 **Travel Expenses.** If applicable, reimbursement for travel and subsistence expenses actually and necessarily incurred by the Government Unit as a result of this Contract will not exceed \$4,000.00; provided that the Governmental Unit will be reimbursed for travel and subsistence expenses in the same manner and no greater amount than provided in the current "Commissioner's Plan" established by the Commissioner of Minnesota Management and Budget which is incorporated into this Contract by reference. The Governmental Unit will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out-of-state travel. Minnesota will be considered the home state for determining whether travel is out of state.
- 3.1.5 **Equipment.** The State will reimburse the Government Unit for electronic equipment purchased to assist the FTE with performing their job duties not to exceed \$1,000.00 total (i.e., the total amount of equipment purchased under this Contract will not exceed a combined total of \$1,000.00). Any equipment purchased under this Contract shall be the property of the State of Minnesota.
- 3.1.6 **Total Obligation.** The total obligation of the State under this Agreement will not exceed ~~\$300,000.00~~ \$400,000.00.
- 3.1.6.1 FY 23 compensation will not exceed \$100,000 and may be used for the period of July 1, 2022, through June 30, 2023.
- 3.1.6.1.1 Funds remaining from FY 23 will be certified to be used in FY 24 and may be used in FY 24 under this agreement.
- 3.1.6.2 FY 24 compensation will not exceed \$100,000 and may be used for the period of July 1, 2023, through June 30, 2024.
- 3.1.6.2.1 Funds from FY 24 may not be used in FY 23.
- 3.1.6.3 FY 25 compensation will not exceed \$100,000 and may be used for the period of July 1, 2024, through June 30, 2025.
- 3.1.6.3.1 Funds from FY 25 may not be used for FY 24.
- 3.1.6.4 FY 26 compensation will not exceed \$100,000.00 and may be used for the period of July 1, 2025, through June 30, 2026.
- 3.1.6.4.1 Funds from FY 26 may not be used for FY 25.


The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. State Encumbrance Verification

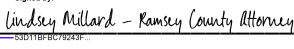
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: Isis Mateo
 Signature: 
 Title: Accounting Officer Date: 6/9/2025
 SWIFT Contract No. 220786/3-63268

2. Governmental Unit

Print Name: Christina Rost
 Signature: 
 Title: Veteran Service Officer - Director Date: 6/10/2025

Print Name: Lindsey Millard - Ramsey County Attorney Admin ID: _____

Signature: 
 Title: ACA - signing as to form Date: 6/13/2025

Print Name: Jason Yang - Ramsey County Chief Clerk

Signature: _____

Title: _____ Date: _____

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Board of Commissioners

Request for Board Action

Item Number: 2025-231

Meeting Date: 6/24/2025

Sponsor: Human Resources

Title

Sole Source Agreement with the Metropolitan Council for Employee Metropass

Recommendation

1. Approve the selection of and sole source agreement with the Metropolitan Council, 570 Sixth Avenue North, Minneapolis, MN 55411 for Metropass License for the period July 1, 2025, through June 30, 2030 in accordance with the rates established in the agreement.
2. Approve fully subsidized employer funding commitment for one year from July 1, 2025 through June 30, 2026.
3. Authorize the Chair and Chief Clerk to execute the Agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to
5. agreements and contracts in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of the available funds.

Background and Rationale

Metropass is a monthly transit pass that is valid on all regional transit system routes, including the light rail. The Metropass Program promotes environmentally friendly transportation alternatives to employees and helps to reduce traffic congestions while also addressing the rising costs of urban commuting. Ramsey County has participated in a bus pass program for nearly 24 years. Metro Transit is the sole provider for purchasing Metropass cards and has been approved by Procurement as the sole source vendor. Participation in this program is consistent with the county's stated commitment to reduce its carbon footprint by incentivizing transportation alternatives and supporting efforts to mitigate climate change. Previous agreements included a 50/50 cost share between Ramsey County and employees, and the county moved to fully subsidized Metro Transit bus passes in May 2023. The current cost is \$83 per month per eligible employee who requests a pass. Prior to 2020 and the temporary shift to remote work, the average monthly enrollment was 270 employees. This fell as low as 7 members during the pandemic and slowly rose in 2022 and 2023 to an average of 67 employees until May of 2023 where ridership has grown to the average of today. In 2025, the county funds and average of 180 passes per month for monthly cost of about \$15,000 per month or \$180,000 per year. Human Resources deactivates bus passes that aren't used at least once every 60 days based on a report from Metro Transit.

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☒ Opportunity

☒ Accountability

Racial Equity Impact

Services under this license agreement will help employees of all backgrounds with transportation needs and encourages and supports diversity and inclusion both for the staff of Ramsey County and the communities served.

Community Participation Level and Impact

The community is informed of this action through board documents published on the

county's website at

<https://www.ramseycounty.us/your-government/leadership/boardcommissioners/board-meetings-information>
<<https://www.ramseycounty.us/your-government/leadership/board-commissioners/board-meetings-information>>.

☒ Inform

☐ Consult

☐ Involve

☐ Collaborate

☐ Empower

Fiscal Impact

Sufficient funds are included in the Human Resources budget from July 1, 2025, through December 31, 2025. Funding has been proposed in the 2026-2027 budget to maintain the county contribution of \$83.00 per participating employee at an average of 200 passes per month. Funding for remaining years of this license agreement will be at the discretion of the County Manager and addressed in subsequent budgets. Ramsey County will exercise the 30-day cancellation option if it is decided that this is not an affordable benefit.

Last Previous Action

On June 16, 2020, the Ramsey County Board of Commissioners approved Sole Source Agreement with the Metropolitan Council for Metropass License (Resolution B2020-123).

Attachments

1. Ramsey County Metropolitan Council/Metro Transit 5-Year License Agreement

METROPOLITAN COUNCIL METROPASS LICENSE

Participant:	Ramsey County	License No.25R002-1224
Address:	121 7th Place E Suite 4000 St Paul, MN 55101	
Term:	07/01/2025 – 06/30/2030	Effective Date: July 1, 2025
Council Manager:	Lisa Anderson Metropolitan Council/ Metro Transit 570 Sixth Avenue North Minneapolis, MN 55411 (612) 349-7626 <i>lisa.anderson@metrotransit.org</i>	

This Metropass License is made by and between the Metropolitan Council, a political subdivision of the state of Minnesota (“the Council” or “Metro Transit”) and Ramsey County (“the Participant”).

1. PURPOSE: The purpose of this License is to provide the Council’s Metropass to the Participant’s eligible individuals. Metropass is a commuter ridership incentive program that provides an organization with unlimited ride transit passes that can be offered to its individuals at a discounted price. This is not a fee for service arrangement. The goal of the Metropass program is to offer individuals a commuting alternative, to reduce traffic and parking congestion by increasing transit ridership while promoting environmental preservation. The Participant desires to offer the Council’s Metropass to its eligible individuals, and the Council is willing to make its Metropass available to the Participants eligible individuals on the terms and conditions contained in this License.

2. ELIGIBLE INDIVIDUALS: The Participant may offer the Metropass to all of its full-time and part-time individuals during the term of this License. The Participant shall determine, in its sole discretion, the manner and the conditions upon which it will make the Metropasses available to its eligible individuals. The Participant may not provide or sell Metropasses to non-associated individuals. An individual may suspend their participation in the program from one to three months. At the end of the one to three-month suspension, the employee’s Metropass can be reactivated by the Participant.

3. REQUIRED DOCUMENTATION: The Participant may be required to submit such documentation to the Council, as the Council may reasonably require, on an annual basis, verifying the number of eligible individuals, to confirm the number of eligible individuals using the Metropass and to verify an eligible individual’s current status with the participating organization. The Council requires the opportunity to conduct an annual survey of employees to determine mode split at the Participant’s locations. The Council reserves the right to cancel any or all Metropasses if it has reason to believe that information provided by the Participant has

been willfully and purposefully falsified or Metropasses have been willfully, purposefully, and with knowledge of the Participant, given or sold to non-eligible persons. A Participant's Pass Holder is required to provide a valid I.D. to Metro Transit officers or fare inspectors. The Metropass is non-transferable and cannot be used by anyone other than the individual named on the pass. Each Metropass must be signed by the individual that it was issued to. The individual must validate their ride prior to boarding light rail, commuter rail, or bus rapid transit vehicles, or upon boarding a bus (or exiting the bus for certain express routes). A Participant Pass Holder's failure to sign their Metropass or a Pass Holder's failure to validate their ride or show identification shall be considered an improper use of the Metropass for which the Council has the right to revoke or inactivate their pass.

4. DATA PRIVACY: The Council agrees that any data collected and/or stored on individual participants as part of this License shall only be disclosed to third parties as provided for by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and all applicable privacy laws.

5. PROGRAM PRICE: The Participants program price will be calculated using the standard formula outlined in this section. The monthly price is calculated by multiplying the Metropass monthly fare by the number of participating individuals using transit each month. For example: at the time of entering into this License, the Participant has 245 individuals using transit. At a Metropass current monthly fare is \$83.00, the initial program price for the Participant shall be \$83.00 multiplied by 245 individuals or \$20,335.00 per month for the term of this License. Upon agreement by Participant and Council, the program price will be adjusted monthly to reflect any changes from the original Participant's individuals using transit. The monthly fare of \$83 will not change prior to the anniversary date or as stated in paragraph 15

6. ADDITIONAL COSTS: The participant may add additional funds to a Metropass (stored value) using Metro Transit's Metropass website; these amounts will be invoiced to the Participant during the time of next monthly invoice processed. The organization wishes to have this option available YES _____ NO ☒ initial _____. Null answers will default to "NO".

7. TERM AND OPTION TO RENEW: The term of this License shall commence on the Effective Date: July 1, 2025 and shall be in force and effect for five years. The Participant shall have the right in Section 16 to terminate this License for any reason after the first-year program by providing the Council with at least thirty (30) days written notice. The Council, in its sole discretion, may grant a request for termination during the first year. In order to continue to be eligible for the program, the participant must maintain at least one (1) individual participating in the program.

8. PAYMENT TERMS: The Participant must make monthly payments to the Council in the amount due in accordance with this license. The Council shall invoice the Participant monthly with payment terms of net 30 days. If any scheduled payments are not made on their due date, then this License may be deemed to be in default and the Council shall have the right to cancel and revoke Metropasses held by the Participant or its individuals on the date of the missed payment. The Council may, at its sole option, allow an extension of any payment due with interest at the rate of 1% compounded monthly on all balances due. The Participant

may require its individuals to share the cost of the Metropass but is prohibited from reselling the Metropasses to individuals above the currently effective Metropass monthly fare.

9. TRACKING OF METROPASSES: Before the Participant's program start date stated in paragraph 7, the Council will make available to the Participant Metropasses for all eligible Participating individuals. The Participant must maintain a current listing of individuals holding Metropasses. The Council reserves the right to audit or survey the number of participating individuals using transit at the Participant's location(s) provided the Council gives 30 days' notice of the intent to do so. At least two (2) weeks prior to the end of the month, the Council; via Metro Transit; advises that the Participant retrieve the current electronic file of the Participant's active pass holders to review for accuracy. At least five (5) days prior to the end of the month the Participant must provide to the Council, with a verification or reconciliation of, the total number of participating individuals using transit who were issued Metropasses. Absent any verification, the active rider information will be considered accurate and payable.

10. TERMINATED OR INELIGIBLE INDIVIDUALS: The Participant shall return immediately to the Council an individual's Metropass, when an individual is terminated, canceled out of the program or otherwise becomes ineligible for the Participant's program. If such an effort is unsuccessful, the Participant will notify the Council and provide the pass serial number of the unreturned Metropass for deactivation purposes. Failure to do so will result in continuing the monthly charge.

11. CONFISCATION OF METROPASS: The Council has the right to confiscate the Metropass and pursue claims or demands against, or seek prosecution of, anyone who duplicates, alters, or commits unauthorized use of the Metropass with intent to defraud. The Council agrees not to pursue any claims or demands against the Participant for issuing the Metropass based on any counterfeiting or alleged counterfeiting of the Metropass, unless the counterfeiting event is the result of the Participant's gross negligence or willful misconduct. An individual who's Metropass has been confiscated will not be eligible to obtain a replacement Metropass for one year.

12. METROPASS REPLACEMENTS: The Council will replace cards that are damaged, defective, lost/stolen, or requiring a name change at no charge. The Participant may not charge the eligible individuals for replacement Metropasses. A Metropass will not be replaced a third time during a twelve-month period, except in the Council's sole discretion and upon showing of extraordinary circumstances.

13. USE OF THE METROPASS: Each participating individual with a valid Metropass may ride on all modes of the regional regular route transit system including light rail in the Seven County Metropolitan Region. Users of the "Northstar" and other future long-distance transit service may incur additional charges on trips with a value higher than the current Metropass trip value. Metropasses are valid seven days a week, 365 days a year, for unlimited rides. The Participant will also be responsible to notify their participating riders, that all Metro Transit customers are subject to the Metro Transit Code of Conduct while using transit services and the requirements in Section 3. Information on the Code of Conduct can be found here: <https://www.metrotransit.org/code-of-conduct>. Metropasses are not valid on any special service as designated by the Council, including special transportation services, e.g. Metro Mobility, operated pursuant to the Americans with Disabilities Act (ADA).

14. CHANGE OF ADDRESS: If the Participant changes location at any time during the License period, it must notify the Council within 30 days.

15. REGIONAL TRANSIT FARE INCREASE: If there is a regional increase or decrease in transit fares, the Council will recalculate the Participant's program price upon the next anniversary date, in accordance with the formula in Section 5 of this License, using the revised Metropass Monthly Fare. The Council will notify the Participant of the recalculated program price at least thirty (30) days before the end of the current twelve-month program duration.

16. TERMINATION OF LICENSE: Either party may terminate this License at any time and for any reason upon providing the other party with thirty (30) days' prior written notice. Termination requests received during the first year of this Metropass License will be considered only under extenuating circumstances. All Council Metropasses or identification of Metropass serial numbers issued to the Participant must be returned to the Council upon the effective date of termination of the License.

16.A TERMINATION APPLICABLE TO MINNESOTA STATE AGENCIES ONLY: The Participant may immediately terminate this license if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Council. The Participant is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Council will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The Participant will not be assessed any penalty if the license is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The Participant must provide the Council notice of the lack of funding within a reasonable time of the Participant receiving that notice.

17. GUARANTEED RIDE HOME: The Participant's individuals are also eligible to register for the Guaranteed Ride Home Program as administered by the Council. Additional information and registration can be found at: <https://www.metrotransit.org/guaranteed-ride-home>.

18. CLAIMS: Without waiving any privileges and immunities including those conferred by the Minnesota Municipal Tort Claims Act, each party agrees to be responsible for any claims, demands, or suits arising out of its own negligence. No person not a party to this License shall have any rights or entitlement of any nature under it.

19. TEMPORARY PASSES: The Council may issue temporary passes in a fare media determined by the Council for the sole purpose of issuing to eligible individuals who have submitted a replacement request and are waiting for their replacement Metropasses. The Council may impose a fee of \$5 per pass to replenish the supply of temporary stock.

20. FORMAT OF PASSES: The Council will provide custom transit passes that will include the company name and the individual name. Other information may be included as determined by both parties.

21. MARKETING INITIATIVES: The Participant agrees to promote Metropass to its individuals. The Participant also agrees to participate in Metropolitan Council (via Metro Transit) promotional efforts centered around activities related to Metropass. For help with promotional activities, the Participant may contact Metro Transit or its local Transportation Management Organization.

22. NOTICES: All notices permitted or required to be given under this License shall be in writing, signed by the party giving notice, and delivered personally, by confirmed facsimile, by U.S. mail, or by courier to the other party, at the addresses set forth on the signature pages of this License, or at such other addresses as may be supplied by notice given in conformity with the terms of this paragraph. Notice shall be deemed given on the date of receipt of the notice by the party to which the notice was given.

23. ASSIGNMENT: Neither Party may assign its interest in this Agreement without the other Party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Participant may transfer and/or assign some or all of this Agreement by operation of law due to a merger or change of control, without prior notice to the Council or the Council's consent. For the purposes of this Agreement, "change of control" means consolidation, any sale of all or substantially all of Participant's assets or any other transaction in which more than 50% of its voting securities are transferred. Before any assignment of this Agreement by Participant is completed, the Council shall be given 14 days to ensure that the assignee of this Agreement is able to comply with Participant's obligations hereunder and is able to provide any necessary forms or certifications that are required by law and/or this Agreement. If the assignment of this Agreement does not meet the foregoing requirements, such failure shall constitute a material breach of this Agreement and the Council shall have the rights to immediately terminate this Agreement. Unless otherwise specifically agreed to by the non-assigning Party, no assignment by either Party shall relieve the assignor from its obligations pursuant to this Agreement. Any assignment in violation hereof shall be null and void.

24. SUCCESSORS AND ASSIGNS: This License shall be binding on the parties' permitted successors and assigns.

25. GOVERNING LAW: This License shall be governed by and construed in accordance with the laws of the state of Minnesota.

26. ENTIRE LICENSE: It is understood and agreed that the entire License between the parties is contained herein and that this License supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this License are incorporated or attached and are deemed to be part of this License. This License cannot be changed or altered except by written amendment signed by authorized representatives of both parties.

27. STATE AUDITS: Under Minn. Stat. § 16C.05, subd. 5, the Council's books, records, documents, and accounting procedures and practices relevant to this license are subject to examination by the Participant and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this license.

Metropass License ~ 5 ~

28. COMPLIANCE WITH THE LAW. The Council and the Participant agree to comply with all applicable state and federal laws and regulations and all applicable local ordinances and rules.

29. COUNTERPARTS. This License may be signed in counterparts, each of which will constitute an original, and all of which together will constitute one fully executed License.

Remainder of this page intentionally left blank

IN WITNESS WHEREOF, the parties have caused this License to be executed by their duly-authorized representatives on the dates set forth below. This License is effective upon final execution by both parties.

RAMSEY COUNTY

METROPOLITAN COUNCIL

By: _____
Ramsey County Board Chair

By: _____
Ryan O'Connor, Regional Administrator

(Please print name)

Date: _____

Title: _____

Date: _____

By: _____
Ramsey County Chief Clerk

(Please print name)

Title: _____

Date: _____

By: _____
Ramsey County Attorney's Office

(Please print name)

Title: _____

Date: _____

Board of Commissioners

Request for Board Action

Item Number: 2025-149

Meeting Date: 6/24/2025

Sponsor: County Manager's Office

Title

Minnesota Council on Local Results and Innovation's Performance Measurement Program

Recommendation

1. Approve continuation of Ramsey County's participation in the Minnesota Council on Local Results and Innovation's Performance Measurement Program, as well as public distribution of the performance measures report via the county's website.
2. Ratify the County Manager's submission of Ramsey County's annual report of its adopted performance measures to the Minnesota Office of the State Auditor.

Background and Rationale

In 2010, the Minnesota Legislature created the Council on Local Results and Innovation with the direction to develop standard performance measures and comprehensive performance measurement systems for cities and counties. The purpose of the Minnesota State Auditor Performance Measurement Program for Local Governments ("Program") is to "aid residents, taxpayers, and state and local elected officials in determining the efficacy and effectiveness of counties and cities in providing services, and measure residents' opinions of those services " (Minnesota Statute 6.90, Subdivision 2). Each participating county is required to select measures from the 27 items identified in the "Standard Measures for Counties" prepared by the Council on Local Results and Innovation (Attachment 1), implement a system for measuring them, and report the Minnesota Council on Local Results and Innovation - State Auditor Performance results to residents by the end of that calendar year. The report to residents should be distributed through publication, direct mailing, website posting or at a public hearing at which the budget and levy will be discussed and public input be allowed.

In 2013, Ramsey County staff examined the items listed in the "Standard Measures for Counties" and selected measures that provide a brief, high-level view of the county. These are the same measures that are proposed for submission this publishing year. They include:

- Crime rates per 100,000 residents
- Average county pavement condition rating
- Percentage of low birth-weight births
- Property value assessment ratios
- Accuracy of post-election audit (percent of ballots counted accurately)
- Dollars brought into the county for veterans' benefits
- Number of annual park and library visits per 1,000 residents
- County bond ratings
- Recycling percentage

On June 25, 2013, the Ramsey County Board of Commissioners approved county participation in the Program and the list of measures (Resolution 2013-182). The county has continued to participate in the Program. The 2025 Ramsey County Minnesota Local Government Performance Measures Report (Attachment 2) was prepared according to the Program requirements. This report was posted on the county website.

One of the benefits from participating in the Program is a reimbursement of up to \$25,000 from the state of Minnesota. In past years, the funds have been used to fund the work of the county's Policy & Planning Division in the County Manager's Office to maintain and refine the county's performance measurement processes, and to fund the county's Progressive Internship Program.

To participate in this voluntary program, Ramsey County must file a report with the Minnesota Office of the State Auditor by July 1. The report includes a resolution to demonstrate the county's continued commitment to the program, including the submission of the report to the Minnesota Office of the State Auditor and the release of its performance measures report to the public.

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

Tracking the county's performance over time in areas such as crime rates and low birth weight-indicators of outcomes that have disproportionate impact across race and ethnicity help the county track its success in meeting its racial equity goals.

Community Participation Level and Impact

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

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

The program has a financial benefit to encourage county participation: a reimbursement of \$0.14 per capita, not to exceed \$25,000. Ramsey County will be eligible for the \$25,000 maximum under this program due to the size of its population. The County Manager's approved 2024-2025 budget includes the estimated annual revenue from this program.

Last Previous Action

On June 18, 2025 the Ramsey County Board approved the continued participation in the State Auditor Performance Measurement Program as well as public distribution of the performance measures report via the county's website (Resolution B2024-110).

Attachments

1. Minnesota Council on Local Results and Innovations Performance Measurement Program 2024 Report

Minnesota Council on Local Results and Innovation's Performance Measurement Program: 2024 Report

Ramsey County participates in the Minnesota Council on Local Results and Innovation's comprehensive performance measurement system for cities and counties. This program encourages local governments to publish and compare information on their activities. The data items were selected from a list provided by the state. Many of the items in the State system are included in the County's own performance measures.

Public Safety: Crime Rates (per 100,000 people)	2020	2021	2022	2023
Part I Crimes (Serious Crimes)	4,051			
Part II Crimes (Other Crimes)	3,527			
Total	7,578			
Group A Offenses (per 100,000 people)		8,280	8,125	6,577
Group B Arrests		2,667	2,679	2,792
<p>The uniform crime statistics program is a standard way of comparing crime patterns across jurisdictions (Section 4.4.2), 2019 (Section 4.4.2) and 2020 (Section 4.4.2). In 2021, the UCR report changed considerably and included new terminology related to arrests (Group A vs. Group B offenses and arrests). 2021 data on Group A and Group B offenses cannot be compared to the previous years' data. 2024 Uniform Crime Report has not yet been released; this metric lags a year behind.</p> <p>Source: State of Minnesota Department of Public Safety, Bureau of Criminal Apprehension</p>				

Public Safety: Total Number of accidents that involve injury and fatalities	2021	2022	2023	2024
Accidents that involve injury	1,668	1,763	1,601	1,835
Accidents that involve fatalities	33	28	22	27
<p>The newly established Data and Analytics Center and MN Crash Reporting System enable the Department of Public Safety (DPS) to adopt a more proactive approach, helping to prevent future tragedies.</p> <p>Source: MN Crash System, State of Minnesota</p>				

Public Works: Pavement Conditions	2021	2022	2023	2024
Average pavement condition rating for county roads	60.4	60.98	61.86	62.6%
<p>Roads are regularly examined and rated, on a scale of 1 to 100, using a standardized system developed by MnDOT. The results are used to plan and implement county maintenance operations efficiently.</p> <p>Source: Ramsey County Public Works.</p>				

Public Health, Social Services: Low Birth Weight	2021	2022	2023	2024
Low birth weight births (percent of all live, singleton births with weight < 2500 grams)	6.8%	7.0%	8.0%	8.0%
<p>Babies born weighing less than 2500 grams (5lb. 8 oz.) have greater health risks than babies born at a higher birth weight, including poorer health outcomes and a greater likelihood of death before their first birthday. Reducing such risks will reduce health care costs, decrease use of social services programs, and increase family wellbeing.</p> <p>Source: Minnesota Department of Health, Minnesota County Health Tables.</p>				

Property Records, Evaluation, Assessment: Assessment Ratios	2021	2022	2023	2024
Residential Assessment Ratio	94.30	97.72	97.60%	98.00%
Apartment Assessment Ratio	97.36	95.64	100.24%	99.34%
Commercial Assessment Ratio	97.62	92.72	94.42%	95.24%
Industrial Assessment Ratio	97.73	92.46	94.51%	97.15%
<p>Assessment ratios of assessed values to market sales are part of the Minnesota Department of Revenue's annual analysis of the accuracy of property value assessments. Assessors are required to have ratios between 90% and 105%. If values are less than 100, the assessed values tend to be lower than market sales.</p> <p>Source: Ramsey County Assessor.</p>				

Elections: Accuracy of post-election audit	2021	2022	2023	2024
Ballots counted accurately -- post-election review	*	100.00%	*	100%
<p>After elections, the results of ballot counting are reviewed to determine the accuracy of the counting process. 99.5% is the minimum accuracy required by the state.</p> <p>*State-county elections are not conducted in odd-numbered years.</p> <p>Source: Ramsey County Elections.</p>				

Veterans Services: Benefits Received by Veterans	2021	2022	2023	2024
Federal pension and disability benefits for veterans and survivor	\$78.60 million	\$90.34 million	92.55 million	*
Value of VA Medical Care Services which includes state of the art Primary and Specialty Care as well as many programs and services.	\$107.07 million	\$116.45 million	125.51 million	*
<p>Veterans Services provides counseling and other assistance, including advocacy for veterans, their dependents, and survivors who are entitled to federal and state benefits; enrollment in the VA Medical Care System; and referral to other programs and services provided within the VA Medical Care System.</p> <p>*VA has not yet published the 2024 report.</p> <p>Source: Ramsey County Veterans Services.</p>				

Parks, Libraries: Visits	2021	2022	2023	2024
Ramsey County Regional Parks (visits per 1,000 residents)	5,903	14,997	7,403	N/A*
Ramsey County Library (physical visits per 1,000 residents)	1,977	2,967	3,382	3,345
Ramsey County Library (virtual visits per 1,000 residents)	32,838	30,588	34,446	41,407
<p>Parks: Numbers indicate visits to Ramsey County's six regional parks and six regional trails. They do not include visits to nine county parks, which are not tracked. Sources:</p> <p>*2024 data will become available summer 2025</p> <p>Metropolitan Council.</p> <p>Libraries: Traditionally, libraries have tracked physical visits as a measure of services. As the use of digital library materials becomes more common, Ramsey County is also tracking virtual visits.</p> <p>Source: Ramsey County Library.</p>				

Budget, Financial: Bond ratings	2021	2022	2023	2024
Standard & Poor's Ratings Services	AAA	AAA	AAA	AAA
Moody's Investor Services	Aaa	Aaa	Aaa	Aaa
Rating agencies examine a county's financial and management characteristics to rate whether the bonds will be safe investments. Source: Ramsey County Finance.				

Environment: Recycling percentage	2021	2022	2023	2024
Mixed municipal solid waste (MSW) recycled	46%	51.3%	67%	50.59%
Recycling is critical for reducing the impact of waste on the environment. Source: Saint Paul – Ramsey County PublicHealth.				

Board of Commissioners

Request for Board Action

Item Number: 2025-212

Meeting Date: 6/24/2025

Sponsor: Sheriff's Office

Title

Agreement with Network Communications International Corp., dba NCIC Correctional Services for Inmate Communication Services

Recommendation

1. Approve the selection of and the agreement with Network Communications International Corp., dba NCIC Correctional Services, 607 East Whaley Street, Longview, Texas 75601 for inmate communication services for the period of June 24, 2025 through June 23, 2027 with the option to be renewed for three additional one-year periods for a total of five years, in accordance with the rates established in the agreement.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of available funding.

Background and Rationale

The Sheriff's Office operates the Adult Detention Center (ADC), commonly referred to as the Ramsey County jail, which is a pre-trial facility providing safe and secure detention services to individuals following arrest until a court disposition is reached. The ADC also houses individuals being held for probation and parole violations. While individuals are housed in the county's care and custody, a variety of services are provided, including educational programming, recreation time, mental health services, and medical and dental care. Additionally, individuals in-custody have access to commissary services, food service, telephone, and video visitation services.

While in-custody at any correctional facility in Minnesota, individuals must be provided access to a telephone during the admission or booking process and to maintain contact with family members or significant others. At the ADC, individuals in-custody are provided with free phone calls during the admission and booking process as well as for professional and privileged conversations, such as with an attorney, public defender, case workers, probation officer, etc.

Historically, the county, like other jurisdictions, charged fees for phone calling and video visitation services. The fees collected offset the cost of providing services. In recent years, with the support from the Ramsey County Board of Commissioners, the Sheriff's Office and the Safety & Justice Service Team have been exploring options to implement reduced or no fees for phone calling for individuals in-custody, consistent with the county's work to reduce and eliminate criminal fines and fees. This action will approve a new agreement for communication services that will still allow for no cost phone calling upon booking as well as the introduction of no cost phone calling at a rate of two free phone calls per day and one no cost video visit per day. The new agreement also provides for the inaugural use of tablets in the ADC to further expand programming and communication options.

On May 8, 2024, a Request for Proposals was released for advertisement for inmate communication services.

Below is a competitive solicitation summary:

Request for Proposals (RFP Title): Inmate Communication Services
RFP Release Date: May 8, 2024
RFP Response Date: June 27, 2024
Number of Contractors Notified: 2,741
Respondents: Inmate Calling Solutions, LLC dba ICSolutions
Network Communications International Corp., dba NCIC Correctional Services
Securus Technologies, LLC
Smart Communications Holding, LLC
TW Vending dba Turnkey Corrections

Proposal Evaluation Committee: Community Service Officer, Sheriff's Office
Correctional Officer II, Sheriff's Office
Correctional Officer II, Sheriff's Office
Correctional Officer III, Sheriff's Office
Lieutenant, Sheriff's Office
Planning Manager, Sheriff's Office
Sergeant, Sheriff's Office

RFP Evaluation Criteria: Project Understanding and Approach
Commission, Rates, and Fees
Contractor and Key Personnel Qualifications
Technical Support and Customer Service

Contractor Recommended: Network Communications International Corp., dba NCIC Correctional Services

The evaluation team evaluated the proposals based on the criteria identified in the solicitation and is recommending Network Communications International Corp., dba NCIC Correctional Services as the contractor to provide inmate communication services.

The full term of the agreement is June 24, 2025 through June 23, 2027 with the option to be renewed for three additional one-year periods for a total of five (5) years.

County Goals (Check those advanced by Action)

☒ Well-being ☒ Prosperity ☒ Opportunity ☒ Accountability

Racial Equity Impact

Once approved, this action strengthens the quality of services provided to individuals who are currently involved in the justice system and being held in the county's care and custody until their court case is resolved. Nationally and locally, justice systems experience a disproportionate amount of racially and ethnically diverse residents who come into contact with the justice system. Given the over-representation of people of color in the justice system and the collateral consequences that follow, this action helps to improve the delivery of custody services.

Community Participation Level and Impact

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

☒ Inform ☒ Consult ☒ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Under this new agreement, there is no charge to the county for communication services and the county will no longer receive revenue associated with communication services. The estimated loss revenue is between \$300,000 to \$400,000 annually and will be offset by the currently approved allocation of state public safety aid. The current allocation of public safety is estimated to cover this revenue loss for next three to four years.

Last Previous Action

On May 7, 2024, the Ramsey County Board of Commissioners approved the issuance of Request for Proposals for Communication Services for Individuals In-Custody (Resolution B2024-077).

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

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

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

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

On December 17, 2019, the Ramsey County Board of Commissioners approved the current agreement for phone calling services, which included service fee reductions (Resolution B2019-320).

Attachments

1. Agreement with Network Communications International Corp., dba NCIC Correctional Services



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Sheriff's Office, Sheriff's Office, Law Enforcement Center: 425 Grove Street, Saint Paul, MN 55101 ("County") and Network Communications International Corporation, 607 East Whaley Street, Longview, TX 75601, doing business as (DBA) NCIC Correctional Services, registered as a S Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from June 24, 2025 through June 23, 2027 and may be renewed for up to three (3) additional one year period(s).

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

1.1.1.

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

2. Scope of Service

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

2.1.

The Contractor's Proposal response dated June 25, 2024 (the "Proposal") is incorporated by reference herein. The County's Request for Proposals RFP-SHRF-22703 entitled Inmate Communication Services dated May 8, 2024 (the "RFP") is incorporated by reference herein. The Contractor and the County shall mutually agree upon a kick-off meeting within a month from the execution of the Agreement on June 24, 2025. The Contractor shall conform to a ninety (90) day or less installation and system go-live.

A. GENERAL

The Contractor shall provide for all supplies, equipment, materials, labor, and services necessary or incidental for the installation, maintenance, repair, replacement, and operation of inmate phone calling services, video visitation services with the capability for both in-house and remote video visitation via the internet from a visitor's home or other off-site location, and tablet services. This includes Contractor provision of a secure, separate network, which is not part of the County managed network and/or internet for the System, which includes build, installation and

ongoing maintenance of the Contractor provided network and/or internet. In the event that the System hardware or software is removed, in whole or in part, during or at the completion of the contract term, the Contractor shall pay all expenses associated directly or indirectly with the removal of the System hardware and software.

B. RAMSEY COUNTY SECURE TECHNOLOGY SOLUTIONS

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

- 1) Agree and represent that it currently maintains information data and content protection practices and procedures ("Security Program") that complies with industry best practice and applicable privacy laws.
- 2) Demonstrate compliance with industry best practice Critical Security Controls. Methods to demonstrate this are via an SSAE 18, SOC 2 report, externally certified report, etc. for your company and all sub-tier suppliers, as applicable.
- 3) Undergo an annual vulnerability assessment (internal and external) via an independent third party.
- 4) Demonstrate adherence to an industry standard continuous monitoring program which includes real time monitoring, logging, timely review and remediation of events. The monitoring program will support a defined incident management policies and procedures that is aligned with industry best practices.

The Contractor and the System shall comply with the *Ramsey County Secure Technology Solutions* that was submitted by Contractor as part of its proposal response to the County's Request for Proposals RFP-SHRF-22703 entitled Inmate Communication Services dated May 8, 2024.

C. TECHNICAL QUESTIONNAIRE

The Contractor and the System shall comply with the Ramsey County Technology Questionnaire that was submitted by Contractor as part of its proposal response to the County's Request for Proposals RFP-SHRF-22703 entitled Inmate Communication Services dated May 8, 2024.

D. RAMSEY COUNTY SECURITY EXHIBITS

The Contractor and the System shall comply with the *County's Hosting Security Exhibit* attached hereto and made a part of this Agreement as **Attachment A** and the *County's Information Security Exhibit* attached hereto and made a part of this Agreement as **Attachment B**.

E. SYSTEM FEATURES

The Contractor and the System shall conform to all of the mandatory and preferred features and system requirements set forth in the *Phone Calling System Requirements and Questionnaire* attached hereto and made a part of this Agreement as **Attachment C**, *Video Visitation System Requirements and Questionnaire*, attached hereto and made a part of this Agreement as **Attachment D** and *Tablet System Requirements and Questionnaire* attached hereto and made a part of this Agreement as **Attachment E**.

F. PRICING INFORMATION

The Contractor shall conform to the *Pricing Schedule* attached hereto and made a part of this Agreement as **Attachment F**.

Additionally, the Contractor understands and agrees to the following:

- 1) Services for on-site video visitation (general, legal, and others) shall be provided at no cost.
- 2) Off-site video visitation for legal visitation with the Courts and the Public Defender's Office shall be provided at no cost. Cost for all other attorneys and professional services is established in the *Pricing Schedule*.
- 3) Contractor shall be required to handle all financial transactions from the utilization of off-site video visitation services and report all financial data to the County. County personnel shall also have access to reports.

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

G. PROJECT SERVICES

1) Project Management

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

2) Documentation

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

3) Project Phases

Phase I – Planning

Within a mutually-agreed to time period after execution of the Agreement with the County, the Contractor will organize and hold a Kick-Off Meeting, provide a high-level Project Schedule / Work Plan with key tasks, dates, milestones, deliverable

descriptions and Contractor and County staffing requirements that are necessary to ensure a successful “go live” date.

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

Phase II – Design

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

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

Phase III – Development

This Phase shall cover configuration, customization (if required) and development of the System. During this Phase the Contractor shall develop all modifications from Phase II – Design and create all documentation listed below. Deliverables: A fully developed and configured System ready for testing, test plan, training plan, implementation plan, operations and maintenance transition plan, system functionality documentation, and converted legacy data. All deliverables identified herein shall be delivered to the department prior to System testing.

Phase IV - System Testing and Acceptance

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

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

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

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

Phase V – Training

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

The Contractor shall provide on-site “train the trainer” training sessions for managers on the use of the System. This training will at minimum include creating and managing accounts, managing/recording/downloading content, and other related topics as requested by the County.

The Contractor shall provide ongoing training in the event of a significant software or hardware update as deemed necessary by the County. This will be at no cost to the County.

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

Phase VI – Deployment

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

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

4) Deliverable Acceptance Process

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

a) When a Deliverable is submitted for review and acceptance, the County has ten (10) business days or a mutually agreed upon period to review the Deliverable and provide written notice to the Contractor of acceptance or of any defects or deficiencies in the Deliverable. The County may reject a Deliverable that does not meet the requirements of the Agreement. Written acceptance will be provided to the Contractor in the form of a *Notice of Acceptance* (“NOA”), a sample of which was attached to the RFP. The Contractor shall have a period of ten (10) business days to correct the deficiency. If the Contractor fails to correct the deficiency within the time period, the County may treat the failure as “cause” for termination of the Agreement.

b) Partial or incomplete Deliverables submitted for review will not be considered by the County unless the partial or incomplete submission has been requested by the County.

5) County Ownership

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

H. POST-DEPLOYMENT TRAINING

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

I. WARRANTY

1) The County requires a warranty beginning upon final deployment and System Acceptance that the System will operate in accordance with the provisions of the Agreement and the System documentation. Warranty services shall be consistent with the requirements described in **Section K. Support**.

2) The Contractor must warrant that all warranty services shall be performed by qualified personnel with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services and that the Contractor will devote adequate resources to meet its obligations under the Agreement.

3) Contractor acknowledges that time is of the essence with respect to Contractor's obligations under the Agreement and must agree that prompt and timely performance of all services and other Contractor obligations in accordance with the Agreement is strictly required.

4) During the term of the Agreement, the Contractor warrants that all services will be performed with the highest standard of professional service, that all Deliverables will be free from defects or deficiencies, and that services and Deliverables will conform to all requirements of the Agreement. Nonconforming goods or services will be replaced, corrected or re-performed at the Contractor's expense. Any services corrected or re-performed or Deliverables corrected will be covered by this warranty.

5) The Contractor must warrant that its System will not infringe any United States patent or copyright or violate any third-party trade secret and Contractor will indemnify and defend Ramsey County against any award of damage and costs made against the Contractor by a final judgment of a court of competent jurisdiction.

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

time or under the control of any individual or organization, or otherwise deprive the County of its lawful right to use the System.

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

J. MAINTENANCE SERVICES

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

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

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

K. SUPPORT

1) The Contractor shall conform to the *Service Level Agreement* attached hereto and made a part of this Agreement as **Exhibit 4**.

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

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

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

System failures are defined as:

5) Critical issues are issues that affect the functionality or critical data of the system that do not have a work-around and prevent the county from conducting business

practices. This is to include loss of connection to the contract network, facility wide outage to the video visiting kiosk, loss of ability to schedule, and collection of applicable rates and fees.

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

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

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

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

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

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

L. BACKGROUND CHECKS

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

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

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

3) All Contractor employees shall complete an orientation as defined by the Sheriff's Office administrator or designee. The Contractor and its employees will comply with all rules and regulations, policies and procedures, as well as any directives and/or orders by the Sheriff's Office administrators and staff. Any Contractor employee or subcontractor failing to comply with the aforementioned rules, regulations, policies,

procedures, or directives may be escorted from the building and such action may be cause for termination of the Agreement.

M. QUALITY CONTROL

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

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

N. REPORTS

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

O. CONTRACT MANAGEMENT

The following contacts are the point of contact for contract management:

County:

Megan Schaefer, Planning Manager
Ramsey County Sheriff's Office
Law Enforcement Center
425 Grove Street
Saint Paul, Minnesota 55101
Office: 651-266-9374
Mobile: 651-775-6469
Email: megan.schaefer@co.ramsey.mn.us

Contractor:

Scott Baniecke, Midwest Sales Director
Office: 903-757-4455
Mobile: 651-425-1601
Email: scott.baniecke@ncic.com

Craig Storer, Director of Marketing
Mobile: 903-699-2505
Email: craig.storer@ncic.com

2.2.

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

2.3.

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

2.4.

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

3. Schedule

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

4. Cost

4.1.

The County shall pay the Contractor the following unit rates:

The County and the Contractor shall conform to the *Pricing Schedule* attached hereto and made a part of this Agreement as **Attachment F**.

Modifications to Equipment Counts

Upon execution of this Agreement and throughout the original term and any renewal options, the County and the Contractor agree to review the phone calling, video visitation, and tablet services equipment on a quarterly basis in order to add, delete, or modify the equipment counts.

Post Award Pricing

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

Usage by Other Ramsey County Departments

Other Ramsey County departments utilizing this Agreement shall designate a point of contact for the County for each Purchase Order and/or Statement of Work, with responsibilities, but not limited to invoicing, providing any necessary information, handling communications between the County and the Contractor for the Purchase Order/Statement of Work. Other Ramsey County departments will be responsible for receiving a quote from the Contractor for their project to ensure existing rates are used.

5. Special Conditions

5.1.

The Contractor will be authorized to subcontract the installation and removal of the existing equipment. Additionally, at the completion of the life cycle of the contract, the Contractor will also be authorized to subcontract for the removal of all related equipment. All use of subcontractors during the installation and removal process must be approved by the facility administrator or designee.

5.2 The order of Governance regarding the Terms and Conditions shall be:

- 1) Ramsey County Professional Services Agreement RC-000660
- 2) Attachment A – Hosting and/or Cloud Services and Security Standards
- 3) Attachment B – County’s Information Security Exhibit
- 4) Exhibit 1 – Business Associate Agreement
- 5) Exhibit 2 - CJIS Security Addendum
- 6) Exhibit 3 – CJIS Security Addendum Certification
- 7) The County’s Request for Proposals RFP-SHRF-22703 entitled Inmate Communication Services dated May 8, 2024
- 8) The Contractor’s Proposal response dated June 25, 2024
- 9) Exhibit 4 –Service Level Agreement

6. County Roles and Responsibilities

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

7. Contracting for Equity

7.1. 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.

7.2. 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."

7.3. Equal Employment Opportunity and Civil Rights

7.3.1.

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.

7.3.2.

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

7.3.3.

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:

7.3.3.1.

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

7.3.3.2.

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

7.3.3.3.

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.

7.4. 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.

8. General Contract/Agreement Terms and Conditions

8.1. Payment

8.1.1.

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

8.1.2.

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

8.2. Application for Payments

8.2.1.

The Contractor shall submit an invoice monthly upon completion of services..

8.2.2.

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

8.2.3.

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.

8.2.4.

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.

8.2.5.

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

8.2.6.

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.

8.3. 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.

8.4. Successors, Subcontracting and Assignment

8.4.1.

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.

8.4.2.

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.

8.4.3.

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.

8.5. Compliance With Legal Requirements

8.5.1.

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.

8.5.2.

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.

8.6. Data Practices

8.6.1.

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.

8.6.2.

The Contractor designates William Pope 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.

8.6.3.

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.

8.7. Security

8.7.1.

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>.

8.7.2.

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.

8.7.3.

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.

8.7.4.

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.

8.7.5.

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

8.8. Payment Card Industry (PCI) Compliance

8.8.1.

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

8.9. HIPAA Compliance

8.9.1.

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

8.9.2.

Because the Contractor's function or service, described in Section I, Scope of Services, will involve the disclosure of Protected Health Information (PHI) by the County, or the creation, use or disclosure of PHI by the Contractor on behalf of the County, the County (Covered Entity) is required to enter into a separate Business Associate Agreement (BAA) with the Contractor (Business Associate). The BAA ensures that the Contractor's performance under this contract (the Covered Agreement) complies with the privacy and security requirements under HIPAA and the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH ACT). Consequently, the Contractor agrees to the terms and conditions of the BAA, attached hereto and incorporated herein by reference as Exhibit 1, and the parties further agree that the electronic approval of this contract also constitutes approval of the BAA.

8.10. 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.

8.11. Prison Rape Elimination Act (PREA)

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

8.12. Contractor's Insurance

8.12.1.

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.

8.12.2.

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.

8.12.3.

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.

8.12.3.1.

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.

8.12.4. Workers' Compensation

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

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

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

Contractor must comply with the Workers' Compensation Insurance requirements herein and provide the County with a certificate of insurance.

8.12.5. Cyber Liability

Contractor shall obtain and maintain Network Security and Privacy Liability Insurance, including first-party and third-party costs, for any privacy breach or security failure arising out of Contractor's performance of its services under this Contract that compromises Ramsey County data.

\$2,000,000 – per occurrence
\$5,000,000 – annual aggregate

If the policy is claims-made, the retroactive/prior acts date of such coverage shall be prior to the effective date of this Contract and Contractor shall maintain such insurance for a period of at least three (3) years following completion of the work.

8.12.6.

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.

8.12.7.

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.

8.12.8.

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.

8.12.9.

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.

8.12.10.

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.

8.12.11.

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-.

8.12.12.

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.

8.12.13.

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.

8.12.14.

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

8.13.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.

8.14.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:

Megan Schaefer, Planning Manager, Law Enforcement Center, 425 Grove Street, Saint Paul, MN 55101, Email: megan.schaefer@co.ramsey.mn.us

Contractor:

William Pope, CEO, 607 East Whaley Street, Longview, TX 75601, Email: bill.pope@ncic.com

8.15.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.

8.16.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.

8.17.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.

8.18.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.

8.19.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.

8.20.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.

8.21.Termination

8.21.1.

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.

8.21.2.

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.

8.21.3.

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.

8.22. Interpretation of Agreement; Venue

8.22.1.

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.

8.22.2.

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.

8.23. 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.

8.24. Infringement

8.24.1.

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.

8.24.2.

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

8.25. Ramsey County Cooperative Contract

This is a Ramsey County Cooperative Contract available to all Ramsey County departments.

8.26. Cooperative Purchasing

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

8.27. Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

8.27.1.

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

8.27.2.

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

8.27.3.

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

8.27.4.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the County or the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the County or the Contractor shall comply with

the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

8.27.5.

Byrd Anti--Lobbying Amendment (31 U.S.C. 1352)--Contractors that apply or bid for an award exceeding \$100,000 shall provide the required Contractor Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreement form. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non--Federal funds that takes place in connection with obtaining any Federal award. Such disclosures shall be forwarded from tier to tier up to the non--Federal awardee, Ramsey County.

8.27.6. **48 CFR § 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020)**

(a) Definitions. As used in this clause -

Acquisition function closely associated with inherently governmental functions means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what [supplies](#) or services are to be acquired by the Government, including developing statements of [work](#).
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering [changes](#) or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

Covered employee means an [individual](#) who performs an [acquisition function closely associated with inherently governmental functions](#) and is --

- (1) An [employee](#) of the contractor; or
- (2) A [subcontractor](#) that is a self-employed [individual](#) treated as a [covered employee](#) of the contractor because there is no employer to whom such an [individual](#) could submit the required disclosures.

Non-public information means any Government or third-party [information](#) that --

- (1) Is exempt from disclosure under the [Freedom of Information Act \(5 U.S.C. 552\)](#) or otherwise protected from disclosure by statute, [Executive](#) order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the [information](#) can or will be [made](#) available to the public.

Personal conflict of interest means a situation in which a [covered employee](#) has a financial [interest](#), personal activity, or relationship that could impair the [employee's](#) ability to act impartially and in the best [interest](#) of the Government when performing under the contract. (A de minimis [interest](#) that would not "impair the [employee's](#) ability to act impartially and in the best [interest](#) of the Government" is not covered under this [definition](#).)

- (1) Among the sources of personal conflicts of [interest](#) are -
 - (i) Financial [interests](#) of the [covered employee](#), of close family members, or of other members of the [covered employee's](#) household;
 - (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
 - (iii) Gifts, including travel.
- (2) For example, financial [interests](#) referred to in paragraph (1) of this [definition](#) may arise from --
 - (i) [Compensation](#), including wages, salaries, commissions, professional fees, or fees for business referrals;
 - (ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

- (iii) Services [provided](#) in exchange for honorariums or travel expense reimbursements;
- (iv) Research funding or other forms of research support;
- (v) Investment in the form of stock or bond ownership or partnership [interest](#) (excluding diversified mutual fund investments);
- (vi) Real estate investments;
- (vii) Patents, copyrights, and other intellectual [property](#) interests; or
- (viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall --

- (1) Have procedures in place to screen covered [employees](#) for potential personal conflicts of [interest](#), by -
 - (i) Obtaining and maintaining from each [covered employee](#), when the [employee](#) is initially assigned to the task under the contract, a disclosure of [interests](#) that might be affected by the task to which the [employee](#) has been assigned, as follows:
 - (A) Financial [interests](#) of the [covered employee](#), of close family members, or of other members of the [covered employee](#)'s household.
 - (B) Other employment or financial relationships of the [covered employee](#) (including seeking or negotiating for prospective employment or business).
 - (C) Gifts, including travel; and
 - (ii) Requiring each [covered employee](#) to update the disclosure statement whenever the [employee](#)'s personal or financial circumstances change in such a way that a [new personal conflict of interest](#) might occur because of the task the [covered employee](#) is performing.
- (2) For each [covered employee](#) --
 - (i) Prevent personal conflicts of [interest](#), including not assigning or allowing a [covered employee](#) to perform any task under the contract for which the Contractor has identified a [personal conflict of interest](#) for the [employee](#) that the Contractor or [employee](#) cannot satisfactorily prevent or mitigate in consultation with the contracting [agency](#);
 - (ii) Prohibit use of [non-public information](#) accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of [non-public information](#) accessed through performance of a Government contract.

(3) Inform covered [employees](#) of their obligation --

(i) To disclose and prevent personal conflicts of [interest](#);

(ii) Not to use [non-public information](#) accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of [interest](#);

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered [employees](#) who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a [covered employee](#) as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. [Provide](#) follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include --

(i) Failure by a [covered employee](#) to disclose a [personal conflict of interest](#);

(ii) Use by a [covered employee](#) of [non-public information](#) accessed through performance of a Government contract for personal gain; and

(iii) Failure of a [covered employee](#) to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver.

(1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a [personal conflict of interest](#) as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for -

(i) Agreement to a plan to mitigate the [personal conflict of interest](#); or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the [personal conflict of interest](#).

(3) The Contractor shall --

(i) Comply, and require compliance by the [covered employee](#), with any conditions imposed by the Government as necessary to mitigate the [personal conflict of interest](#); or

(ii) Remove the Contractor [employee](#) or [subcontractor employee](#) from performance of the contract or terminate the applicable [subcontract](#).

(d) **Subcontracts.** The Contractor shall include the substance of this clause, including this paragraph (d), in [subcontracts](#) --

(1) That exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation [2.101](#) on the date of [subcontract](#) award; and

(2) In which [subcontractor employees](#) will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

8.28. 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.

8.29. 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.

8.30. 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.

9. Special Contract Terms and Conditions

9.1.

1) Payment Card Industry Compliance

In addition to section 8.8.1 above, the Contractor, and their merchant services provider, shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). Contractor shall provide a current copy of the attestation of compliance (AOC) and shall provide annually.

2) Contractor's Personnel

Contractor shall ensure that during the term of the Agreement, it has adequate staff of

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

3) Identity of Subcontractors

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

4) CJIS Requirements

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

Covered Individuals must contact the BCA at BCACJISSATScreening@state.mn.us to complete the vendor screening program. Covered Individuals must complete the program and obtain approval prior to accessing any CJIS data under this Agreement.

Additionally, Contractor and all applicable employees and/or subcontractors must be in compliance with all applicable data security rules and regulations. Contractor must maintain an overall understanding and provide the current level of compliance with Federal Bureau of Investigation's Criminal Justice Information Services (FBI CJIS) Security Policy 5.4, and related security policy(ies) or its successor version(s), including the *CJIS Security Addendum*, **Exhibit 2** and the *CJIS Security Addendum Certification*, **Exhibit 3** as well as the Minnesota Bureau of Criminal Apprehension's Minnesota Justice Information Services (BCA MNJIS) security requirements outlined in FBI CJIS requirements document(s) and BCA Security Policy 5050, or its successor version(s). **Exhibit 2** and **Exhibit 3** are attached and made a part of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. Warranties.

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

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

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

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

- 1. County Policies, Procurements & Requirements.** Contractor will perform Services in accordance with the Agreement and any County policies, procedures, and any requirements specifically provided to Contractor. If policies, procedures or standards are updated or changed, County will provide reasonable advance notice when feasible to Contractor. If Contractor is unable or unwilling to comply with the updated or changed County policies, procedures and requirements within thirty (30) days of notice of such update or change, the Agreement may be terminated for cause without a further period of time to cure. If Contractor performs Services through Contractor's Agent, Contractor shall ensure that such Contractor's Agent shall perform such Services in accordance with the terms of the Agreement, including any County provided policies, procedures and requirements.
- 2. Multi Factor Authentication.** Contractor will utilize a secure, multi-factor method of remote authentication and authorization to access the system(s).
- 3. Security Program.** Contractor agrees and represents that it currently maintains information protection practices and procedures ("**Security Program**") that complies with industry best practice and applicable Privacy Laws. Contractor's Security Program includes, at a minimum:

 - A.** Appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security and confidentiality of County Data;
 - B.** A security design intended to prevent any compromise of Contractor's own information systems, computer networks or data files by unauthorized users, viruses, or malicious computer programs which could in turn be propagated to County;
 - C.** Appropriate internal practices including, but not limited to, encryption of data in transit and at rest; using appropriate firewall and antivirus software; maintaining these countermeasures with up-to-date virus definitions and security patches so as to avoid any adverse impact to County's systems or information; appropriate logging and alerts to monitor access controls and assure data integrity and confidentiality; installing and operating security mechanisms in the manner intended sufficient to ensure County government operations must not be disrupted; permitting only authorized users access to systems and applications; and preventing unauthorized access to County systems via the Contractor's networks and access codes; and
 - D.** All persons with authorized access to County Data must have a documented genuine need-to-know prior to access.
- 4. Training and Supervision.** Contractor conducts appropriate and reasonable background checks or other investigations of its job candidates or Contractor's Agents prior to such persons' employment or access to County Data. Contractor represents that it maintains adequate training and education programs to ensure that its employees and Contractor's

Agents are aware of and adhere to its Security Program. Contractor shall exercise necessary and appropriate supervision over its employees and Contractor's Agents to maintain appropriate confidentiality and security of County Data.

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

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

device, including without limitation, any key, timer, clock, counter, local shared object/flash cookies or other self-enacting device or limiting routines, codes, commands, or instructions or other feature that may have the effect or that could be used to access, track activity on, alter, delete, damage, deactivate, interfere with, disable or otherwise harm any Service or Deliverable or the County owned, licensed and/or leased computer hardware, software, code, systems, data, compilations of data, or other property.

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

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

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

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

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

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FEATURE	FUNCTION / DESCRIPTION		Y	N	COMMENTS
A. COMPLIANCE					
1. FCC Compliance/Data Privacy	The system is compliant with all federal, state, and local laws, statutes, ordinances, rules, regulations, and standards for data privacy and the Federal Communications Commission (FCC).	M	Y		NCIC is fully compliant with Federal, State or local laws, statutes, etc., and all equipment meets or exceeds applicable FCC licensing, rules and certification regulations. FCC FRN# and other certification-related documents are available upon request.
2. ADA Compliance	The system is compliant with the Americans with Disability Act (ADA) and accessible to hard of hearing individuals.	M	Y		NCIC's proposed system is fully compliant with the Americans with Disability Act.
3. FBI CJIS and BCA MNJIS Compliance	The contractor and system is compliant with federal and state laws and regulations, including the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) and the Minnesota Bureau of Criminal Apprehension (BCA) Minnesota Justice Information Services (MNJIS).	M	Y		NCIC and the proposed system is compliant with all applicable Federal and State laws and regulations associated with the FBI, CJIS, BCA and MNJIS.
4. Minnesota Government Data Practices Act	The contractor and system is compliant with the Minnesota Government Data Practices Act.	M	Y		NCIC and the proposed system is fully compliant with Minnesota Government Data Practices Act
B. GENERAL TECHNICAL					
5. Hosting	The system is a hosted solution.	M	Y		The proposed ITS deploys a centralized soft switch platform utilizing VoIP (Voice over Internet Protocol) technology. Each of the telephone stations will connect back to a central telephone communications room within the Jail via twisted pair cable. There is no line concentration, so all phones can be used simultaneously, which increases customer satisfaction and reduces complaints. A robust MPLS (Multi-Protocol Label (Switching) network will be

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FEATURE	FUNCTION / DESCRIPTION		Y	N	COMMENTS
					installed to establish a VPN (Virtual Private Network) to the Jail and the central software host platforms. At the Network Operations Center (NOC) level, one of ten SIP registration servers handle the secure authentication and registration of each of the VoIP routers within the inmate facility. When an inmate initiates a phone call at a jail facility, that call is handled by one of several dozen Asterisk-based call processing servers.
6. Active Directory	The system is capable of using Active Directory.	P	Y		The proposed system is capable if using Active Directory.
7. Architecture Integrations	The system supports open system/service-oriented architecture for integrations.	P	Y		The proposed system is completely open in architecture to allow for a variety of system integrations.
8. Reverse Directory	The system has an internet reverse directory look up of subscribers' information via several providers of dialed number upon selecting the dialed number on the computer screen.	P	Y		Our integrated Reverse Lookup feature allows County / Facility users to see name and billing addresses of called party with a convenient link to Google Maps allowing the user to pinpoint the address and see a "Street view" of the particular address associated to their phone, whether landline or cellphone.
9. Power Tolerance	The system is protected against and tolerant of line transients, momentary surges, and short duration drops	M	Y		All equipment is connected to a network-enabled Uninterruptable Power Supply (UPS) backup in order to prevent down-time during power failures or during conversion from power to generator.
10. Power Supply	The system is equipped with a back-up power supply for use during power failures.	P	Y		The UPS units allow backup power as well as for remote power management by our NOC and will power all inmate phones, via telephone line, with no additional power source for up to four (4) hours.
11. Automation	The system has fully automated inmate calling without the need for live operator intervention.	M	Y		The proposed system provides fully automated inmate calling and at no time will inmates communicate with a live operator.
12. Telephone Instruments	The system is capable of connecting to any standard telephone instrument with a hook switch, handset, and 12-button	M	Y		The proposed system is completely capable of connecting to all specified telephones listed herein. Several handset options are available.

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FEATURE	FUNCTION / DESCRIPTION		Y	N	COMMENTS
	keypad including the type of telephones specified herein.				
13. Tablet Devices	The system has the capability to connect to tablet devices for the purpose of phone calling.		Y		The proposed system has the capability to place a phone call via the telephone or a tablet for the purpose of phone calling.
14. Connectivity	The system is capable of connecting via a commercially available, reliable, high-speed local area network (LAN)	M	Y		The proposed system is capable of connecting via a commercially available LAN.
C. INTEGRATIONS; INMATE INFORMATION & IDENTIFICATION					
15. Jail Management System Integration	The system provides an interface with the current Jail Management System (JMS) and capability to interface with future JMS and/or upgrades to be used to identify an inmate information.	M	Y		NCIC has existing interfaces built with numerous JMS companies and will be readily available to approach the current vendor to assist in this interface. NCIC will cover any costs associated with developing an interface with the County's current or future JMS provider.
16. Commissary and Vending System Integration	The system provides an interface with the current commissary/vending system and capability to interface with future system and/or upgrades to be used to identify an inmate account balances.	M	Y		NCIC has existing interfaces built with numerous commissary/vending systems and will be readily available to assist with this interface to ensure that critical data for the inmate account balances are imported through the interface with the County's current or future commissary/vending system.
17. Inmate Information and Identification	The system shall store: <ul style="list-style-type: none"> • Last Name • First Name • Middle Name • Date of Birth (DOB) • Inmate Status (E.g., Active or released) • Living Unit (Dorm) 	M	Y		NCIC's proposed system is capable of storing all listed demographic information requested by the County.
D. VOICE PROMPTS; ACKNOWLEDGEMENTS; MESSAGES					

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FEATURE	FUNCTION / DESCRIPTION		Y	N	COMMENTS
18. Voice Prompts: English and Spanish	The system provides clear and concise voice prompts and messages in English and Spanish	M	Y		The proposed platform allows inmates to select the preferred language of either English or Spanish, by default. The prompts and greetings are pre-recorded in both English and Spanish.
19. Voice Prompts: Other Languages	The system provides clear and concise voice prompts and messages in other languages. Please list.	P	Y		The proposed system provides additional other languages as requested by the County to guide callers and the called party through the calling process. Following is a partial list of additional available languages: Arabic, Mandarin Chinese, Russian, Vietnamese, French, Tagalog (Filipino), Haitian Creole, German, Portuguese, Korean, Italian, Japanese, Urdu, Bengali, Punjabi, Polish, Dutch, Turkish, Thai, Romanian, Greek, Gujarati, Telugu, Malayalam, Kannada, Tamil, Marathi, Oriya (Odia), Assamese, Malay, Indonesian, Farsi (Persian), Pashto, Swahili, Amharic, Somali, Yoruba, Igbo, Hausa, Zulu, Afrikaans, Servo-Croatian, Czech, Slovak, Hungarian, Ukrainian, Lithuanian, Latvian.
20. Professional Recording	The system has professionally produced voice prompts given in short sentences with meaningful instructions.	M	Y		The proposed system provides professionally produced prompts with easy to follow instructions. These are fully customizable to meet the needs of the County.
21. Facility and Inmate Identification	The system announces to a called party, and any conferenced-in third party, they are receiving a call from a correctional facility. The inmate's recorded voice name also be announced.	M	Y		The proposed system provides pre-recorded customizable announcements to the called party including the name of the facility.
22. Inmate Acknowledgement	The system provides for and demands a proactive and documented response from an inmate which affirms that the inmate understands and accepts the conditions of the telephone call, e.g. "calls may be monitored and recorded."	P	Y		The proposed system provides both the inmate and / or the called party including "All calls are subject to monitoring and recording."
23. Call Recipient Acknowledgment	The system permits a call to be accepted only after a call recipient	M	Y		The inmate and called party cannot communicate until the called party has positively and actively accepted the initial call. Active

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FEATURE	FUNCTION / DESCRIPTION		Y	N	COMMENTS
	acknowledges receipt by dialing a recognized digit on a touch-tone telephone.				acceptance requires that the called party press a "1" on their keypad.
24. Signal Line Noises	The system must distinguish signal from line noises such as "pops" or "clicks" (i.e. answering machines). Voice recognition is not an acceptable form of acceptance.	M	Y		The proposed system uses a sophisticated answer detection algorithm which can distinguish between standard and artificial telephone tones, standard SIT tones, busy signals and even answering machines / voicemail to ensure accurate call answering, prevent erroneous billing and subsequent complaints.
25. Editing Authority	The system allows editing authority over all system messages and the ability to add its own messages.	M	Y		The proposed system allows for editing authority by users with appropriate permissions, including customizable messages that can be broadcast to specific inmates or the entire population.
26. Prerecorded Messages	The system allows for the facility to configure pre-recorded messages on paid and free calls.	P	Y		The proposed system allows pre-recorded and fully customizable messages at no cost to the County.
E. SYSTEM CONTROLS					
27. On/off Control	The system allows the facility control of the system to turn specific phones on or off at any time.	M	Y		NCIC's proposed system features include manual and automated on/off controls allowing authorized users to shut down individual telephones, blocks of telephones or the entire telephone system. The system can be manually switched on/off via the secured web page using any computer with internet access or by manual switches located in any area designated (Demarcation location, central control center, selected housing units, selected telephone) by the authorized personnel.
28. Emergency Disable	The system allows the facility to shut down/disable the inmate phone system as needed for emergencies or other purposes.	M	Y		The system allows users the ability to shutdown a complete facility, groups of phones or individual phones, via keystroke. Calls can either be terminated immediately or after any current call is finished.
29. Flexible Control	The system allows flexible control over the operating hours of each phone, with the ability to control phones or groups of phones with differing schedules.	M	Y		The proposed systems provide the ability to configure facility, inmates (or specific phones) to particular call duration/time limits, provides optional warning announcement for remaining time/security measures, calling patterns and time of day/on-off. Configurations are established during installation and can be

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FEATURE	FUNCTION / DESCRIPTION		Y	N	COMMENTS
					easily adjusted to meet the unique requirements of the County.
30. Time Limits – Free Calls	The system allows for the facility to set time limits on calls for free calls.	M	Y		The proposed system allows the option to set time limits on all calls, including free calls.
31. Time Limits – Paid Calls	The system allows for the facility to set time limits on calls for paid calls.	M	Y		The proposed system allows the option to set time limits for all paid calls.
32. Time Limits – Specific Numbers	The system allows the facility to limit the call time to specific numbers.	P	Y		The proposed system allows the option to set time limits for all paid calls.
33. Free and Non-recorded Calls	The system allows the facility to configure phone numbers that will be free and not be recorded for the purpose of protecting privileged communication.	M	Y		The proposed system allows the option to configure specific numbers as free and non-recorded for privileged communication purposes. NCIC is one of the only large inmate telephone providers that has not been a party to legal proceedings for mis-handling attorney-client (privileged) phone calls.
34. Blocked and Allowed Numbers	The system allows phone numbers to be blocked or allowed by phone, living unit, and inmate.	P	Y		The proposed system allows for numbers to be blocked or allowed by phone, living unit, and / or inmate.
35. Restricted Numbers	The system allows for the regulation or restriction of calls to numbers including but not limited to, e.g., 800, 888, and 900.	P	Y		The proposed system prohibits access to 800, 888, and 900 type services. There is a database of blocked numbers which is maintained by NCIC. A small but representative sample of the blocked number database includes 800, 888, 877, 900, 700, 911, 411, 311, 0, 950, 976, 555-1212 and 10-10xxx numbers. This database of blocked numbers is updated regularly.
36. Threshold Blocked Numbers	The system allows the facility to block or restrict phone numbers based on an individual inmate's attempted or completed calls (i.e., a predefined calling frequency threshold).	P	Y		The proposed system allows the facility to block frequently called numbers. A standard feature that is available includes use of an inmate's "Allowed Numbers" list that works in conjunction with the blocked call list; if a phone number has been set to "block all" no inmate at the Facility will be able to dial the phone number under any circumstances. Likewise, a phone number can be blocked for a specific inmate but allowed for others.
37. Limit Alerts	The system alerts users that have exceeded any limits before terminating calls.	M	Y		The proposed system provides a notification to both the inmate and the called party one minute ahead of the maximum allowed

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FEATURE	FUNCTION / DESCRIPTION		Y	N	COMMENTS
					time. This notification/warning is configurable based on the County's need(s).
F. REPORTS; INVESTIGATIVE AND ANALYTICAL TOOLS; ALERTS					
38. Standard Report	<p>The system can produce a consolidated standard report that includes, at a minimum, the following:</p> <ul style="list-style-type: none"> • Time and date of each call • Name of inmate • PIN of caller • Phone location • Phone number dialed • Duration of the call • Amount charged (to the receiver of the call, debit card, or inmate's account) 	M	Y		The proposed system can produce consolidated standard report(s). The Call History Reporting page allows for searching, reporting, and sorting requirements. Call History reports allow searching by time/date, inmate name, phone location, complete and partial destination numbers, by call disposition such as answering machine, no answer, busy line, call denied by caller, call blocked by caller, invalid PIN (when inmates are trying to hack PINs), invalid destination number and over 20 more options. The Call Detail lists all calls placed/accepted in addition the report lists the date, time, and duration of all calls, local, or long distance and even calls to commissary.
39. Disconnected Call Report	The system can produce a report that lists all disconnected calls.	M	Y		The proposed system provides reports noting disconnected calls.
40. Ad Hoc Reports	The system provides the ability to generate ad hoc reports/queries via user-defined reports within the system boundaries.	M	Y		The proposed system produces ad hoc reports allowing for individuals to filter through reports seamlessly
41. Security Report	The system produces a security report, which includes all users of the system and their rights, excluding passwords.	P	Y		The proposed system provides a security report to authorized users for all users and their rights.
42. Financial and Utilization Reports	The system provides a method for facility staff to view financial and system utilization reports.	P	Y		At any time, the appropriate County personnel can access the same back-end web-based traffic reports that NCIC uses on a monthly basis to complete our commission calculations. Raw, unaltered Call Detail Records able to be accessed at any time, showing the details regarding all completed calls.

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					Monthly reports provided are detailed, yet easy to understand. A monthly Revenue/Commission report will be provided that clearly breaks down the total amount of revenue generated, split out by Call Type (Local, Intralata/Intrastate, Interlata/Intrastate, Interlata/Interstate, International) and Bill Type (Collect, Pre-Paid Collect, Debit, Pre-Paid Cards (if applicable). All Revenue/Commission reporting is able to be verified and validated through the monthly Call Detail Records which are able to be easily exported directly from the web-based platform at any time and can be scheduled to be sent at pre-configured intervals (such as at the beginning of each month, for the prior traffic month).
43. Schedule Reports	The system provides the ability to schedule reports to run on a regular basis and be distributed to designated parties electronically.	P	Y		The proposed system can generate daily, monthly, weekly reports and if requested by Ramsey County, these reports can be automated and delivered to designated authorized Ramsey County officials.
44. Data Export	The system provides the ability to export (extract) pre-defined set(s) of data.	M	Y		The proposed system allows a myriad of exportable pre-defined set(s) of data in order to provide required reports for the County.
45. Investigative and Analytical Tools	The system has investigative and analytical tools.	M	Y		The proposed system includes a range of powerful investigative reports as standard, including Commonly Called Numbers, Frequently Called Numbers, Seven Degrees of Separation, Visual Link Analysis, PIN Abuse Report, Multi-Speaker Report, etc. The system also includes investigative and analytical tools such as affiliations between inmates and destination numbers, innovative recording management, reporting capabilities, and alerts to calls of interest either prior to a call being connected or while a call is in progress.
46. Alerts	The system alerts or notifies an investigator when individual criteria are set by an investigator (e.g., an inmate places a phone call to a certain number, etc.).	M	Y		The proposed system is completely web-based, offering a powerful features providing the Authorized User access to the live-monitoring, investigative alerts, as well as other features such as search, reporting and sorting features to easily find any completed or attempted call. The system shows all live/current calls under the Live Monitoring tab and allows the authorized user to easily single-click on each call to hear the active call. Multiple users can

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FEATURE	FUNCTION / DESCRIPTION		Y	N	COMMENTS
					monitor simultaneously, without affecting the performance of the system, and without the parties on the call being aware of the monitoring. Live calls can also be terminated in progress as needed.
47. Crime Reporting	The system has a method for inmates to confidentially report crimes or other incidents via phone call to a recorded message system.	M	Y		The proposed system can be configured to allow extra digits to specified dialed numbers as is the case with speed dials to specific numbers and designated voicemails for services such as PREA, Crime Tips, grievances, Public Defender, sexual assault/harassment, medical requests, etc. All such numbers will be configured at no cost to the County.
48. Voice Certification	The system uses voice certification for enrollment, call initiation, and security.	P	Y		Our Voice Biometric System (VBS) is capable of scanning voice prints and accurately identifying them as specific inmates, on a continuous automated level. This is performed automatically after each communication print is captured, meaning that our VBS is actively refining the collected data to verify and improve the accuracy of identified voice prints. Since our VBS does not require a manual enrollment of a person's voice at the time of the intake/booking process, Facility staff will be able to focus on other duties without having to be involved in a cumbersome voice registration process - with the added benefit being that inmates are not aware that the VBS is in operation at the facility. Investigators will have the ability to search for any specific inmates of interest to determine any cases of PIN theft or sharing during a selected period of time. Our reporting system showcases the individual's PIN that was used to place a phone call and the detected voice that was found, side by side.
49. Voice Biometrics	The system uses voice biometrics to analyze completed calls for investigative purposes.	M	Y		
G. MONITORING & RECORDING; VIEWING					
50. Monitoring/Recording	The system provides a web-based application for users to manage monitoring, recording, and general operations including setting alerts and live-monitoring of calls and disconnecting calls.	M	Y		The proposed system is completely web-based, offering a powerful features providing the Authorized User access to the live-monitoring, investigative alerts, as well as other features such as search, reporting and sorting features to easily find any completed or attempted call. The system shows all live/current calls under the Live Monitoring tab and allows the authorized user to easily

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FEATURE	FUNCTION / DESCRIPTION		Y	N	COMMENTS
					single-click on each call to hear the active call. Multiple users can monitor simultaneously, without affecting the performance of the system, and without the parties on the call being aware of the monitoring. Live calls can also be terminated in progress as needed.
51. Detailed Monitoring Capability	The system provides remote viewing and monitoring with detailed real-time call monitoring and disconnect.	M	Y		NCIC's proposed system is a fully centralized, web-based Inmate Telephone System, written using the newest technology in web tools. The system is compatible with any Windows-based computer and various web browsers including Internet Explorer, Chrome (recommended), Safari and Firefox. All functions of the system are accessible 24/7/365 via any internet-enabled computer, tablet or smart-phone allowing authorized users access throughout the platform based on their level of access authorization.
52. Call Details	The system offers remote monitoring with call detail viewing capability and silent monitoring of selected conversations.	M	Y		Multiple users can simultaneously and covertly monitor all calls, both on site and remotely, without affecting the ability of the system to record calls, or the quality of the call audio for the sessions participants (inmate and called party/visitor). Live Monitoring on the platform allows for all recorded calls to be monitored and activity to be viewed in real-time. The Live Monitoring feature allows the authorized user to sort monitoring/call history by a large variety of search criteria. Authorized Users can single-click on each call to monitor the active call. Live monitoring information can be viewed chronologically and sorted in real time. The information is viewable through the system's Live Monitoring tab and Authorized Users will have the ability to pause a live recording as well as playing the call from the beginning.
53. Real-time Monitoring Alert	The system forwards in progress calls to an assigned person/preprogrammed phone numbers for real-time monitoring. Calls must be able to be selected by using an inmate's name or dialed number.	P	Y		The proposed system features an Alert system ("Hot Number Alerts") whereby alerts can be sent via email, text, or phone call, allowing investigators to receive real-time notifications and covertly listen to calls of interest. The proposed system alerts investigators to calls of interest either prior to a call being connected or while a call is in progress (this is configurable based on the needs of the Facility) so that investigators can listen to

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FEATURE	FUNCTION / DESCRIPTION		Y	N	COMMENTS
					and/or approve the call. Authorized Users can configure alert settings in the Alerts tab which allows the user to set up an alert based on a particular phone number, a particular inmate, particular inmate phone, or other variables. The user can receive an alert by email, text to cell phone, a phone call or the user can select all options.
54. User Activity Reports	The system provides reports of all user activity.	M	Y		All page views and modifications to the database are logged in to provide an audit trail in our User Logging report. With these checks in place, any views or changes are logged with the user's login information, timestamp and their location allowing the change to be tracked back to the user – in case any actions taken need to be reversed. All information is stored in multiple geographically separate, redundant locations to ensure 100% reliability.
55. In Progress Privileged Calls	The system does not allow live calls to be monitored that are subject to privileged communications.	M	Y		The proposed system does not permit monitoring or recording of a call made from any inmate telephone to any restricted or privileged number, such as attorney-client privilege.
56. Active Scan Mode	The system offers a scan mode of all active trunks and capability of recording or monitoring calls based on dialed number, inmate, or location.	M	Y		The proposed system offers a scan mode feature of all active trunks and the capability of recording/monitoring based on dialed / destination number, inmate, and/or location.
H. RETENTION & STORAGE					
57. Back-up Capability	The system provides back-up provision and equipment to allow for retention of call detail and recordings.	M	Y		The proposed system is a fully integrated, custom-designed system comprised of both onsite and offsite network components to provide the utmost in network redundancy and higher security than standard cloud-based systems. All components for placing calls / video sessions, live monitoring, recording, and data collections are located in high security, fully redundant locations in Texas, with near real-time back up on NCICloud storage, designed using CEPH server clusters in a minimum of two, diverse locations. Each device endpoint is verified with Amazon Web Service's CrowdStrike and when approved, will be managed

FEATURE	FUNCTION / DESCRIPTION		Y	N	COMMENTS
					by our communications platforms which are designed to host the most sensitive data, and address the most stringent security and PCI compliance requirements. All data is stored in a minimum of 2 separate locations and encrypted in AWS' proprietary encryption code. All records and system data are backed up in real-time and are immediately copied to NCICloud for off-site redundancy. Access to NCICloud services is limited to vetted account holders that must be held by our IT directors.
58. Storage	<p>The system provides for storage of call detail information as follows:</p> <ul style="list-style-type: none"> Storage capacity for the entire length of the contract; call records are to include recorded conversations Maintain all recordings for a period of seven years after completion of the contract Report of stored activity 	M	Y		<u>All recordings are stored for the life of the contract (including any extensions) and longer up to a period of seven (7) years, or longer if required, and are available online for downloading at any time.</u> Retention of call recordings is completely configurable, based on the needs of Ramsey County.
59. Non-delete	The system will not allow a user to edit or delete a call.	M	Y		All records and system data are backed up in real-time and are immediately copied to NCICloud for off-site redundancy and cannot be deleted.
I. USERS ADMINISTRATION					
60. Roles	The system provides the ability to specify the role of each user (e.g., system administrator, supervisor, investigator).	M	Y		The proposed system establishes County personnel via the User Tab and accompanying detail settings. Once County officials provide authorization for staff / personnel, the individual is added based on level of authority. The proposed system supports multiple levels of password protected access, so all Authorized Users only have access based on their individual level of authority, and do not have access to the entire functionality of the systems.
61. Password Reset	The system provides the ability to reset passwords at the facility.	M	Y		The proposed system provides the ability to reset password by Authorized Users with proper permissions.

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ATTACHMENT C - PHONE CALLING SYSTEM REQUIREMENTS AND QUESTIONNAIRE

FEATURE	FUNCTION / DESCRIPTION		Y	N	COMMENTS
62. Inactivity	The system, upon detection of inactivity, prevents further access to the system and timeouts.	M	Y		The proposed system times out after 20 minutes of inactivity and can be adjusted to accommodate the County's requirements.
J. SEARCH AND DOWNLOADING OF CALLS					
63. Search Feature	The system has a robust search feature that includes indexing of calls by user, date, location, and number call.	M	Y		The proposed system provides Call History tab with a powerful search feature that returns data based on calls by user, date, location, number called, time, and multiple other details. This powerful search feature is customizable and provided at no cost to the County.
64. Advanced Search Feature	The system has an advanced search feature that includes indexing of calls by keywords, specific areas of the call, or other criteria.	P	Y		<p>The proposed system provides Call History tab with a powerful search feature that returns data based on calls by keywords utilizing our Transcription and Keyword Searching feature. This powerful tool for correctional personnel and investigators helps correctional and law enforcement agencies gather actionable intelligence, helping prevent and solve more crime. NCIC's Transcription acts as a 'Workforce Multiplier' by alerting facility personnel and investigators to items of interest within recorded inmate conversations which may have otherwise go undetected. Additionally, it is an integrated part of the Inmate Call Engine ('ICE') investigative suite, with no separate login or any special software required. From directly with the ICE call player, investigators can simply click on the Transcription tab to access the transcribed conversation which has automatically been processed and is available immediately.</p> <p>The ICE call player transcribes sentence by sentence throughout the duration of the conversation, separating out the Destination and the Inmate sides of the conversation. By simply clicking anywhere in the transcribed text, the ICE call player will take the listener to that specific point of the call.</p> <p>If preferred by the investigator, the Transcription feature also offers the 'Higher Contrast' option which provides an alternative</p>

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No = No

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ATTACHMENT C - PHONE CALLING SYSTEM REQUIREMENTS AND QUESTIONNAIRE

FEATURE	FUNCTION / DESCRIPTION		Y	N	COMMENTS
					<p>view with more definition and greater distinction between the Destination and the Inmate sides of the conversation.</p> <p>NCIC's Transcription Service also allows for keyword detection, which automatically sifts through every call placed from your facility to detect keywords of interest. Investigators can search for multiple keywords of interest by simply entering them into the Keyword field (separated by a space).</p> <p>Investigators have the option of setting up automated / pre-scheduled Keyword Detection reports, which can be seamlessly delivered to their inbox at times / intervals specified by them.</p>
65. Download Format	The system allows individual or a selected number of calls to be downloaded in a universal format (e.g., wav, mp3, etc.) and a system protected format with a system supported software player.	M	Y		<p>All recorded calls are available for retrieval/review for the duration of the Agreement including any renewals (or for as long as is specified by the County). All call recordings and associated data can be easily shared with other authorized recipients, downloadable to various forms of removable media, etc. Users can easily manage downloaded recordings for saving in .zip files, ISO files, .wav formats and .mp3 formats for listening on all devices, PC's, Macs, tablets, and smart phones. The user can also burn the files to a CD or DVD or ZIP file. Windows XP or newer has the capability to burn disks built in. Email access for outside users is also available, based on the parameters set by Ramsey County.</p>
66. Download Media	The system allows downloads of calls to commonly available USB flash drives and DVD/CD discs.	M	Y		

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
A. COMPLIANCE					
1. FCC Compliance / Data Privacy	The system is compliant with all federal, state, and local laws, statutes, ordinances, rules, regulations, and standards for data privacy and the Federal Communications Commission (FCC).	M	Y		NCIC is fully compliant with Federal, State or local laws, statutes, etc., and all equipment meets or exceeds applicable FCC licensing, rules and certification regulations. FCC FRN# and other certification-related documents are available upon request.
2. ADA Compliance	The system is compliant with the Americans with Disability Act (ADA) and accessible to hard of hearing individuals.	M	Y		NCIC's proposed system is fully compliant with the Americans with Disability Act. VRS is being offered.
3. FBI CJIS and BCA MNJIS Compliance	The Contractor and system is compliant with federal and state laws and regulations, including the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) and the Minnesota Bureau of Criminal Apprehension (BCA) Minnesota Justice Information Services (MNJIS).	M	Y		NCIC and the proposed system is compliant with all applicable Federal and State laws and regulations associated with the FBI, CJIS, BCA and MNJIS.
4. Minnesota Government Data Practices Act	The Contractor and system is compliant with the Minnesota Government Data Practices Act.	M	Y		NCIC's proposed system is compliant with the Minnesota Government Data Practices Act.
B. GENERAL TECHNICAL					
5.	The system shall be web based and not require proprietary software or hardware for visitors using their home computers.	M	Y		The proposed system is fully web-based requiring no additional software or hardware.
6.	The system uses Windows Active directory for user authentication.	P		N	The proposed solution includes a secure User Password System that provides Ramsey County with complete control over who is interacting with the system. The User Password System is based on a Username (email)

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FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
					and Password that can provide a customized level of access for each user, based on their required level of access and daily duties. Authorized administrators can easily update user access rights on an as-needed basis, and add/remove users as needed.
7.	The system shall automatically assign the inmate's booking number as the primary key for each inmate.	P	Y		The proposed system provides for automatically assigned booking number as the primary key for the inmate and associated details are to be automatically loaded when interfaced with most JMS/Booking systems via a simple XML interface.
8.	The system has both public and internal graphical user interface (GUI) that will, at a minimum, the following:				
a.	The system must register different types of users for browser based video visiting.	P	Y		The proposed system accommodates multiple criteria for registering different types of users.
b.	The system is able to process payments by participants for remote visits.	M	Y		The proposed system provides management of remote visit payments and remote VVS sessions can be billed on a per-minute basis.
c.	The system has the ability to post and regularly update inmate and visitation information and rules.	P	Y		The proposed system is fully capable of providing updated inmate and visitation information and rules. Additional updates are able to be provided upon request.

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
d.	The system's communications must be available in multiple languages.	M	Y		NCIC's fully automated system provides inmates and the called party the option to select the desired language (English, Spanish or other languages as requested by the County) to guide callers and the called party through the calling process. Currently, English, and Spanish prompts are available by default and NCIC will commit to implementing any additional required languages into the System within thirty (30) days of request.
e.	The system has the ability to initiate on-site visitations conducted at the county without requirement payment.	P	Y		The proposed system is able to be configured to allow visitations without payment, if required.
f.	The system must allow other related information to be posted on the site.	P	Y		The proposed system is able to provide additional information and details for posting on site.
10.	The system has high definition video streaming capabilities.	P	Y		The proposed system offers high-definition video streaming capabilities.
11.	The system must perform at a rate of up to thirty (30) frames per second for 2-party visitations.	P	Y		NCIC prefers to allow 3mbps for each VVS station since both sides of the visit connect independently. NCIC always facilitates ample bandwidth for each VVS deployment based on the specifics of each deployment, but in all cases the amount of bandwidth is ample to accommodate video visitation

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
					even if all VVS kiosks in the Facility are being used concurrently (which rarely happens).
12.	The system is able to white-list IP addresses.	P	Y		The proposed VVS is capable of white-listing specific user's IP addresses should the County require this function.
13.	The system has a web-enabled Dashboard for visitation	P	Y		The proposed solution is inclusive of a dashboard feature that can be configured to display various information, directly through the web-based platform.
14.	The system is able to furnish capabilities for the administrator of the system, at a minimum, the following:				
a.	Setup visitations designated by user type (standard or professional) with present conditions.	P	Y		The proposed VVS is able to designate visitations based on user type. The proposed VVS has been developed with customizability and configurability based on the unique needs and preferences of each agency.
b.	Begin and end meetings at will (Ad hoc visits).	P	Y		The proposed system allows for "at will" start and end times.
c.	Set a time duration for visitations that will automatically end them after the designated time.	P	Y		The proposed system allows for automated time durations ending visits at designated time.
d.	Blind monitor non-confidential visits so the participants are not aware of monitoring.	P	Y		The proposed system provides the blind monitor feature allowing covert sessions without participants aware.

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
15.	The system shall be equipped with an automatic default mode that returns the system to normal operation without human intervention in case of a power failure.	P	Y		All equipment is connected to a network-enabled Uninterruptible Power Supply (UPS) backup in order to prevent down-time during power failures or conversations from power to generator. The UPS units allow for remote power management for up to four (4) hours.
16.	The system has the capability to provide videophone and video relay service calling for deaf or hard of hearing inmates.	P	Y		NCIC offers, as standard, access to the leading Purple Video Relay System (https://www.purplevrs.com/). NCIC and Purple have worked closely to introduce a fully secure, locked-down and web-based version of the Purple VRS which NCIC now offers on both our correctional-grade tablets and wall-mounted kiosks. Access to the Purple VRS application is restricted to only qualifying deaf or hearing-impaired inmates, so as to prevent abuse by other non-qualifying inmates.
C. INTEGRATIONS; INMATE INFORMATION & IDENTIFICATION					
16. Jail Management System Integration	The system provides an interface with the current Jail Management System (JMS) and capability to interface with future JMS and/or upgrades to be used to identify inmate information.	M	Y		NCIC has existing interfaces built with numerous JMS companies and will be readily available to approach the current vendor to assist in this interface for identification of inmate information.

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FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
17. Commissary and Vending System Integration	The system provides an interface and capability to interface with future proposed system and/or upgrades to be used to identify inmate account balances.	M	Y		The proposed system will allow identification of inmate account balances.
D. SECURITY CONTROLS					
18.	The system provides and supports table driven security. This security schema is able to allow for a separation of access to functions including, but not limited to user id, type of user, location, transactions, etc.	P	Y		The proposed system provides such security levels including user id, location, etc. and the security schema multiple criteria, as listed.
19.	They system provides security at the field level. The system allows users to specify, using reference tables, the fields requiring security.	P	Y		The proposed system is entirely encrypted to ensure that all aspects are secure from unauthorized users and external threats. Should the County require additional security functions, we are capable of configuring those through the system's back end.
20.	The system provides security at the screen and transaction level.	P	Y		The proposed system provides screen and transaction level security.
21.	The system provides security to ad hoc queries to protect sensitive data.	P	Y		The proposed system provides security to ad hoc queries to protect sensitive data.
22.	The system provides security violation reports.	P	Y		The proposed system's security measures were configured using strong encryption practices resulting in the restriction of CJI access to those who are not in compliance with CJIS and BCA policies. If there are security violations, NCIC is alerted of such threats and will have detailed reports on the attack.

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FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
23.	The system will be permissions based to allow different users to have access to different privileges in the system as defined by the county.	P	Y		The proposed system is a permissions-based system requiring username / password in order to access. User permissions can be configured at a very granular lever and based on specific roles and job functions of each user.
24.	The system provides an automatic timeout for the application requiring a password to be re-entered.	P	Y		The proposed system provides automatic timeout and once in motion, login details are required to log back into the system.
25.	The system allows the facility to reset passwords upon identification.	P	Y		The proposed system allows authorized facility staff / personnel to reset passwords in this manner.
E. REGISTRATION CONTROLS					
26.	The system allows for the facility the ability to schedule specific visits to be recorded based on the inmate, visitor, or both via the web-based scheduling system.	P	Y		The proposed system, by default, allows for facility to schedule video sessions to ensure proper use of the video stations through the web-based access.
27.	The system allows for the facility to enter visitation appointments for visitors.	P	Y		Authorized users at Ramsey County are able to enter visitation appointments for visitors.
28.	The system allows for the facility to enter ad-hoc visits for any type of visit (professional or social) upon approval with no delay.	P	Y		The Facility is able to enter ad-hoc visits for multiple types of visits, including those listed here.

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
29.	The system allows for the facility to approve registration and give authorization.	P	Y		The system provides approval and authorizations to the facility.
30.	The system allows for the visitor to register to visit more than one (1) inmate per day.	P	Y		The system provides registration for multiple visits to multiple inmates.
31.	The system allows for multiple visitors in one (1) visitation session.	P	Y		By default at most correctional agencies, NCIC does not allow more than 2 parties in visitation sessions for security purposes and to avoid three-way party communications. If this is a feature required by the County, NCIC has already began to develop this type of conferencing for special court/judge/attorney conferencing and can provide Ramsey County with this type of visitation as needed.
32.	The system allows for positive identification of visitors through the use of passwords and picture of driver's license or other government issued ID for authentication.	P	Y		The proposed system utilizes the method(s) listed for visitor identification and authentication.
33.	The system has the ability to reference blocked list for visitors.	P	Y		The proposed system has the ability to determine blocked list(s) for visitors.
34.	The system has the ability for positive identification of inmates through use of PIN, barcode, or other reliable identification means.	P	Y		The proposed system readily authorizes an inmate through use of PIN and other identification means (booking number, barcode, etc.). Additionally, identification can be authenticated through information mirrored by the

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
					JMS system at the Facility such as Social Security Number, FBI number, etc.
F. SCHEDULING CONTROLS					
35.	The system has a scheduling/calendaring module that will, at a minimum, the following:				
a.	Block out access to station times that are already scheduled.	P	Y		The proposed system allows Facility personnel to block or schedule a “no visitations” event as well as apply ‘block outs’ either at a global level, for specific housing areas, by individual visitor, or by individual inmate.
b.	Allow scheduling of visits only on terminals available at the requested time and in the requested location.	P	Y		The proposed system allows scheduling of visits only on available terminals, times, location.
c.	Allow online scheduling.	P	Y		The proposed system is web-based allowing online scheduling.
d.	Provide the ability for an inmate to decline or accept visits.	P	Y		The option to accept or decline visitation is available in the proposed system.
36.	The system allows the system administrator to, at a minimum, the following:				
a.	Review visitation requests made in a specific time frame.	P	Y		By default, the proposed system allows for inmates to schedule video visitation sessions ahead of time to ensure proper use of the video stations but is completely customizable if required by Customer.

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FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
b.	View a list of scheduled visits for specific stations or all stations.	P	Y		The proposed system provides the specified visitation for all stations or an individual station.
c.	Cancel scheduled visitation sessions and allow selection of the reason for the cancellation, which will be posted to the system database.	P	Y		The proposed system provides for cancellation and reason. This will be posted in the system.
d.	Ability to cancel visits based on inmate, station, housing unit or time frame.	P	Y		The proposed system allows administrators to cancel visits based on a specific inmate, station, housing units, or time frames. Identifying notes can be applied to cancelled / restricted visits that allow other users in the system to see why these restrictions have been implemented.
e.	Move visits when necessary.	P	Y		The proposed system allows users to move visits and reschedule them for a later time when necessary.
f.	Notify public visitors of an intervention made to a scheduled visit.	P	Y		The proposed system provides email/text notifications to visitors in the event a visit has been rescheduled or cancelled.
37.	The system tracks an inmate visitation status and restricts a visitation automatically, if the inmate's status does not allow for visitation.	P	Y		The proposed system features tracking restrictions for an inmate not allowed to receive visit(s). Additionally, the scheduler is built with sophisticated tracking to prevent scheduling over any restrictions.

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
38.	The system automatically cancels the visit if the inmate's status has changed or inmate is released.	P	Y		The proposed system automatically updates according to inmate releases and change in status.
39.	The system sends e-mail and voicemail cancellation notifications to the visitor if the scheduled visit has been cancelled to include a reason if specified.	P	Y		The proposed system sends notification of the cancellation to the visitor in the event of such a change.
40.	The system shall reflect all movement of inmates in conjunction with scheduled appointments. The system shall notify scheduled visitor when visit has been canceled due to inmate movement and a resource is not available to maintain schedule	P	Y		The proposed system provides various customizable criteria to reflect movement, notify visitors, and more, according to the requirements of Ramsey County.
41.	The system provides a methodology to provide notification to the inmate and housing unit officer of an approved, upcoming video visitation. Notification must provide the inmate name, date, time and visitor name.	P	Y		The proposed system provides this feature. The inmate information is customizable to provide name, date, time and visitor name, and other requested fields of information may be available upon request.
42.	The system provides a designation of general visitors and attorney / professional visitors.	P	Y		The proposed system allows for such designations as general, professional, and more, allowing control and flexibility for the Facility administration to manage.
43.	The system allows for the visitor the ability to cancel a visit and the facility shall be notified upon cancellation.	P	Y		The proposed system allows for an authorized visitor the ability to cancel which will provide notification to the facility.
44.	The system prevents overbooking of visitation resources.	P	Y		The proposed system's scheduler is built with sophistication features recognizing which kiosks are

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FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
					available, how many visits and any changes as they occur in real-time. This prevents the occurrence of scheduling conflicts and overbooking.
45.	The system provides time blocks for housing units that can be changed by facility staff as necessary.	P	Y		The proposed system provides time blocks at a global level, for specific housing areas, by visitor, by inmate, or kiosk and is accessible by authorized facility staff to apply changes as needed.
46.	The system provides time blocks that can be altered for holiday visitations to allow more visits for shorter or varied time periods.	P	Y		The proposed system provides such customization to allow altered time blocks based on the needs of Ramsey County, including Holiday visitations.
47.	The system provides a web-based visitor check-in module to assist the user in the visitation process.	P	Y		The proposed system is a proprietary, centralized, web-based application that allows for visitor check-in through any internet connected device, including desktop, laptop, table or mobile device.
48.	The system initiates and finalizes visits by checking visitors in/out after visit is complete.	P	Y		The proposed system provides finalization of check in / check out on visits.
49.	The system tracks incomplete visits.	P	Y		The scheduler's feature includes built in tracking that is able to provide information on incomplete visits.
G. RECORDING AND MONITORING					
50.	The system provides for real-time monitoring and interruption of visitations from any PC on the network	M	Y		The proposed system provides the Live Monitoring feature for

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
	according to user security level.				authorized users. Additionally, the authorized user / staff are able to send warning messages to either party (or both parties) on the visitation session, in the event of unacceptable behavior.
51.	The system allows browser-based video conferencing between inmates and their visitors without the visitors having to download any proprietary software onto their computers to conduct the visit, other than one of the standard browsers.	M	Y		The proposed system is a proprietary, centralized, web-based application that allows for both on-site and off-site visitation, through a secure internet connection. NCIC recommend the use of Google Chrome (preferred) or Firefox, and also such browsers as Edge, or even Internet Explorer.
52.	The system provides a browser-based video visitation with VOIP.	P	Y		The proposed system deploys a platform that utilizes VoIP technology.
53.	The system provides a Real-time viewing of the audio and video visitations simultaneously and allows the user the ability to define requirements.	P	Y		The proposed system provides real-time viewing simultaneously and covertly by multiple users without affecting the ability or quality of the session.
54.	The system shall be capable of scanning the total number of active visits.	P	Y		The proposed system currently scans all active visits and limits 14 live visits to be viewed per page in order to prevent smaller images and icons. If there is a visit of interest, investigators may pin that visit to their screen so that it follows them to the next page of visits.

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
55.	The system provides the ability to interrupt the visit.	P	Y		The proposed system provides for visit interruptions.
56.	The system provides the ability to cancel the visit.	P	Y		As has been stated, yes, the system provides cancelation capabilities.
57.	The system provides the ability to start recording the visit.	P	Y		By default, unless customized according to specific County requirements, the proposed system immediately begins recording all visits with the exception of those set as privileged or indicated as do not record.
58.	The system provides the ability to turn recording off and on to facilitate legal visitation due to attorney / client privilege.	P	Y		Please refer to immediate previous response indication the exception(s) for attorney / client privilege.
59.	The system provides the ability of recording any and all inmate / visitor connection combinations.	P	Y		There is no limitation on the number of inmate units or video sessions that can be recorded.
60.	The system notifies both the inmate and visitor that visits are subject to monitoring and/or recording.	M	Y		The proposed system provides the warning statement for all calls, except attorney / client privilege, or others based on Ramsey County requirements. Both the caller and the called-party hear the warning statement that the call is subject to monitoring and/or recording.
61.	The system provides display notifications on the screens of visitors/inmates in both English and Spanish that their visits are being monitored and recorded. Other languages available should be listed in response.	M	Y		The proposed system provides English and Spanish by default. Additional other languages are available for notifications and information upon request.

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
62.	The system provides fully synchronized recordings with inmate and visitor side-by-side in a single file and system must utilize a real-time data and time stamp with proper security features to prevent tampering of the recording time/date. Further, the time and date stamp must be on the inmate's and visitor's captured video stream to provide the highest level of integrity. A single time and date stamp is not acceptable.	P	Y		The proposed system provides real-time side - by - side recordings that are securely encrypted with the appropriate, unique checksum value, date and time stamped, and stored along with the data associated with that specific session. These features maintain the integrity of each session to support the chain of evidence and ensure that our data and recordings withstand the highest degree of judicial scrutiny.
63.	The system records and stores basic visitation data such as inmate, date and time of visit, start and end times, persons who visited and location of visits for all visits.	M	Y		The proposed system records and stores all listed data and additional customization is available upon the County's request.
64.	The system allows authorized users (i.e., investigators, internal affairs, etc.) to query pending visits on specific victors or inmates and select such pending visitations for recordings.	P	Y		The proposed system provides authorized users the capability to query upcoming schedules and recordings via multiple criteria including pending visitations.
65.	The system stores all recorded visits for a minimum of sixty (60) days.	M	Y		The proposed system's recordings are stored for the life of the contract and any extensions. Storage retention is completely configurable based on the requirements of Ramsey County.
66.	The system allows authorized users to be able to stream the video visitation session on multiple types of devices.	M	Y		The proposed system is web-based, giving authorized users the ability to access video

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
					visitation sessions through a computer (laptop or PC), tablet, or smart phone.
67.	The system is software based and does not require third party video conferencing equipment to record and store recordings. The end user may require additional simultaneous recordings in the future and does not want to be limited, nor have to subscribe to third party recording equipment with port expansion limitations and associated costs. The system must utilize standard servers for processing and storing the records.	M	Y		The proposed system is completely configurable and customizable based on the specific requirements of Ramsey County. All recordings utilize standard servers for processing and storing recordings, unless configured as attorney / client or do not record.
68.	The system allows user authorization to perform various tasks (viewing, searching, saving to media, etc.) and shall be controlled by permissions (or roles) stored in the visitation system. The authorizations shall be under the control of authorized administrators in the Sheriff's Office. All changes, additions, and deletions of user permissions shall be recorded in an audit trail.	M	Y		All authorization for each user is controlled by specific permissions / privileges assigned based on the duties and functions of the staff / personnel. The User Logging report provides the audit trail to track all such changes, additions, deletions, and more.
69.	The system allows for stored video files be protected such that they are only accessible through the video visitation system and not through direct access to file shares.	M	Y		Video sessions can only be accessed and audited through the system by authorized users. Should a user download and export specific video sessions, the system makes a log of the user that did so, along with a date/time stamp.
70.	The system incorporates an audit trail to track who has viewed or downloaded a copy of a visit.	M	Y		Should a user download and export specific video sessions, the system makes a log of the user that did so, along with a date/time stamp.

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
71.	The system records must be downloadable to a readable format for court testimony or other evidentiary purposes.	M	Y		System records can be downloaded in readable formats.
72.	The system provides a visitation email and voice mail cancellation module. When a pre-arranged visit in the system is cancelled, the system shall automatically dial out (via a dedicated phone line) to the visitor and play a pre-recorded message letting them know that one or more of their visits has been cancelled with the respective inmate. The system shall dial the number that was provided by the visitor and send an email to the pre-provided email.	P	Y		The proposed system currently provides notification that a visit has been cancelled, by text and email. Notifications provide the end-user with reason as to why it was cancelled.
73.	The system allows visitation recording that will, at a minimum, the following:				
a.	Have automated management capabilities.	P	Y		The proposed system contains automated management capabilities.
b.	Be stored on secure cloud-based storage servers at no cost to the County.	M	Y		Storage retention of Video Visit Sessions and the associated Visit Detail Records is completely configurable based on the requirements of Ramsey County. The proposed VVS is a completely web-based, centralized system with no physical servers located on-site at the Jail facility. All data and recordings are stored in multiple, geographically separate locations in order to ensure redundancy and maximum protection.
c.	Have a method to determine if information was altered.	M	Y		Video visits and detail cannot be altered in the system due to the secure encryptions worked

KEY: M = Mandatory P = Preferred Y = Yes

No = No

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
					into the software. Should any data be corrupted or altered by threats or hacks, the system can pinpoint these instances.
d.	Be made available for use using proprietary and standard non-proprietary application(s).	P	Y		Authorized Users are able to view current, in-progress sessions as well as historical sessions (aside from privileged sessions) from directly within the proposed web-based application.
e.	Be accessible via a web portal.	P			
f.	Be searchable and sortable by a variety of fields including: ascending and descending date and time, name of inmate, name of visitors, visitation station and ID number.	P	Y		The proposed system is capable of searching and sorting through the fields described herein.
g.	Be downloadable for review and can be saved to other types of portable media.	M	Y		The proposed system allows for video visits to be downloaded and saved to external hard drives.
h.	Will be permission-based access to recordings and logging.	P	Y		The proposed system is a permissions-based system requiring username / password in order to access. User permissions can be configured at a very granular lever and based on specific roles and job functions of each user.
i.	Be date and time stamped.	M	Y		
j.	Have archiving capabilities.	P	Y		
H. REPORTS					

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
74.	Thy system can produce queries and creates reports on inmates and their visitors in HTML or PDF format.	P	Y		Custom reports can also be set up for automatic delivery. Reports can easily be downloaded in a variety of file formats including PDFs, XLS and CSV.
75.	The system can produce access to reports (hard copy or electronic) for the facility to make arrangements for inmate's pending scheduled visit.	P	Y		In addition to the wide range of standard 'canned' reports available from within the proposed system, NCIC's VVS team is prepared to work with Ramsey County in order to generate customized reports based on the specific requirements of Ramsey County.
76.	The system can produce reports that include, at a minimum, the following:				
a.	Inmates previous visitation history including date and time of visit, type of visit (on-site or off-site), the person who scheduled the visit, person who actually visited.	P	Y		The proposed VVS includes a comprehensive range of reporting capabilities, including a set of "canned" reports that are commonly used by Facility personnel. Reports are both investigative and managerial / financial in nature. Additionally, NCIC will deploy our experienced Reporting experts to design and make available any custom reports as required by Ramsey County. The following reports are available to authorized users from the proposed VVS application: • Visit History Reporting

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
					<ul style="list-style-type: none"> • User Activity Reporting • Ticket Usage Log Reporting • Inmate Document Log Reporting • External Service Log Reporting • Inmate Message Log Reporting
b.	Visitors visitation history including date and time of visit, type of visit, which inmate they visited, IP address used during the visit for at home visits.	P	Y		
c.	Daily, monthly and annual report of visits.	P	Y		The proposed system can generate these reports.
77.	They system can produce an audit trail to provide a means to search visitation data that include, at a minimum, the following:				
a.	How visit was scheduled.	P	Y		The proposed system is capable of auditing this information.
b.	Who scheduled visit.	P	Y		The proposed system is capable of auditing this information.
c.	When was visit scheduled.	P	Y		The proposed system is capable of auditing this information.
d.	When was visit canceled or changed.	P	Y		The proposed system is capable of auditing this information.
78.	The system provides access capability to the visitor database for custom report writing by the facility.	P	Y		NCIC will provide access to the reporting database to any required personnel and systems.
I. EQUIPMENT					
79.	Contractor shall specify all equipment needed and to be installed. Equipment in housing units must be of rugged construction and able to meet the needs in a correctional environment.	M	Y		The proposed VVS has been designed specifically for use in a correctional environment, sturdy, robust, with no exterior removable components. The top

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
					surface of the kiosk is angled in order to prevent inmates from placing drinks and other items on top of the units, which are moisture resistant. Neither NCIC nor our Facility customers have encountered any limitations of the proposed VVS.
80.	Equipment shall include, at a minimum, the following: <ul style="list-style-type: none"> • 15 Public Terminals • 29 Inmate Terminals • 20 Skype Kiosk (if separate from Terminals) • 1 Lobby Kiosk for scheduling purposes only • Ability to expand to 30 public terminals • Ability for inmates to visit without direct access to a fixed video visitation station 	M	Y		NCIC will provide all required equipment described herein.
81.	Handsets attached to the station and interfaced with audio and video on computer.	P	Y		
82.	Handsets made of heavy molded plastic with 18" armored cords.	P	Y		The NCIC video units employ a heavy-duty armored handset that is hearing-aid compatible, and has an anti-static receiver.
83.	Installation of cable, conduit and other materials must conform to the standards of the industry and the Ramsey County Sheriff's Office institutional security standards.	M	Y		NCIC will ensure that all of cable, conduit and other materials meet the standards of Ramsey County.
84.	All equipment shall be of heavy construction and considered vandal-proof by the Ramsey County Sheriff's Office institutional security standards. All screws shall be tamper-proof. Security phone sets shall be provided.	M	Y		All proposed VVS equipment is correctional-grade, robust, with no exterior moving parts, meeting or exceeding all requirements as stated herein.
85.	Contractor shall provide information on a screening mechanism to minimize views of facility for safety and security reasons and other new technology.	M	Y		

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ATTACHMENT D - VIDEO VISITATION SYSTEM REQUIREMENTS AND QUESTIONNAIRE

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
86.	Contractor shall provide a secure, separate network, which is not part of the County managed network and/or internet for the video visitation solution, which includes build, installation and ongoing maintenance of the Contractor provided network and/or internet.	M	Y		NCIC will provide a secure, independent network that will run across all proposed video visitation stations and systems.

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ATTACHMENT E - TABLET SYSTEM REQUIREMENTS AND QUESTIONNAIRE

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
A. COMPLIANCE					
1. FCC Compliance / Data Privacy	The system is compliant with all federal, state, and local laws, statutes, ordinances, rules, regulations, and standards for data privacy and the Federal Communications Commission (FCC).	M	Y		NCIC is fully compliant with Federal, State or local laws, statutes, etc., and all equipment meets or exceeds applicable FCC licensing, rules and certification regulations. FCC FRN# and other certification-related documents are available upon request.
2. ADA Compliance	The system is compliant with the Americans with Disability Act (ADA) and accessible to hard of hearing individuals.	M	Y		NCIC's proposed tablet system is fully compliant with the Americans with Disability Act. Our tablets provide VRS capabilities,
3. FBI CJIS and BCA MNJIS Compliance	The contractor and system are compliant with federal and state laws and regulations, including the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) and the Minnesota Bureau of Criminal Apprehension (BCA) Minnesota Justice Information Services (MNJIS).	M	Y		NCIC and the proposed system is compliant with all applicable Federal and State laws and regulations associated with the FBI, CJIS, BCA and MNJIS.
4. Minnesota Government Data Practices Act	The contractor and System are compliant with the Minnesota Government Data Practices Act.	M	Y		NCIC's proposed system is compliant with the Minnesota Government Data Practices Act.
5. PCI Compliance	Inmate financial transactions must comply with PCI requirements.	M	Y		The proposed platform and billing system is fully PCI Compliant.
B. GENERAL TECHNICAL					
6. Ownership	Contractor owns the tablets and other related devices. If anything malfunctions, contractor is responsible for repairing and replacing.	M	Y		NCIC is the owner of the proposed tablet equipment and directly manages/repairs any faulty equipment for the lifetime of the agreement. At no time will NCIC use a third party manage and replace any of the proposed equipment for Ramsey County.
7. Case Color	The case for the tablets is bright in color for easy identification/locating.	P		N	As a standard, NCIC's proposed tablet exterior is black with a clear backing but if

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ATTACHMENT E - TABLET SYSTEM REQUIREMENTS AND QUESTIONNAIRE

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
					a brightly colored casing is required for tablets, NCIC will work to accommodate this requirement, if awarded.
8. Case Type	The case for the tablet is tamper-resistant.	M	Y		NCIC's tablets are comprised of a heavy-duty exterior which is specifically designed for a correctional environment, allowing it to withstand a shock and/or drop test onto concrete. NCIC has only allowed access to critical hardware buttons such as the power button, volume buttons, and the home button.
9. Charging	Contractor provided charging stations will accommodate multiple tablets simultaneously in a minimum space.	M	Y		All of the proposed tablets will be stored and charged in mobile charging carts allowing for secure storage and easy transport (or wall-mounted charging options are available, if preferred for certain areas of the Jail). Charging carts can be wheeled between pods to allow for maximum distribution of tablets in areas equipped with secured wireless connectivity. The charge cart itself simply plugs into a wall outlet when it is time to charge the tablet devices; otherwise, it can be rolled between pods without exposed cords or wiring. This prevents any inmate access to electrical components or wiring.
10. Charging Type	Tablets are charged wirelessly.	P	Y		NCIC is capable of providing charge carts that provide a wireless charge – tablets would simply be placed on top of a charging pad that is installed into the cart.
11. Display	Tablets have a minimum of a 7-inch highly durable and break-resistant display.	M	Y		NCIC has used similar grade materials to the kinds used in bullet resistant glass, windows in correctional facilities, military applications, etc., ensuring that the tablet is suitable for your Facility. This case protects

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ATTACHMENT E - TABLET SYSTEM REQUIREMENTS AND QUESTIONNAIRE

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					the tablet from being tampered with, general damage, and contraband storage.
12. Device Quantity	Contractor shall provide a minimum of 475 tablets.	P	Y		NCIC will provide the required number of tablets listed herein, as well as an agreed upon number of spare tablets for quicker replacements of faulty equipment.
13. Usage Duration	Tablets can support 8 hours of continued use before having to be recharged.	M	Y		
14. Device Capability	Tablets have the ability for phone calling, electronic mail, e-messaging, and video visiting.	M	Y		The tablets operate on the same InTouch Suite platform as the Kiosk System, allowing for streamlined delivery of approved services and applications to the inmate population. The proposed Inmate Tablets are capable of offering video visitation services, standard inmate phone calling, messaging, grievances/ticketing, educational & rehabilitation program services, entertainment services, commissary ordering, inmate handbooks, law library, medical/mental health sick call requests; digital mail services; email messaging services, and various other services.
15. Content	Tablets can deliver entertainment, programming, educational, and law library content.	M	Y		
16. Facility Documents	Tablets can display Ramsey County Sheriff's Office uploaded documents and messages to inmates.	M	Y		The proposed InTouch Suite also offers the ability for Facility staff to upload custom Facility Documents to be displayed to inmate or public kiosks. Commonly used documentation includes information such as Inmate Rules, Jail Rules, Facility Handbooks, PREA information, etc., and the system does not provide limitations on uploading. Information can be uploaded in formats such as PDF documents, images, text, videos, and webpages.

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ATTACHMENT E - TABLET SYSTEM REQUIREMENTS AND QUESTIONNAIRE

FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
17. Network	Contractor provides a secure tablet Wi-Fi network that is self-contained and managed/maintained by the contractor. The network is completely independent from the Ramsey County network. Wi-Fi service and coverage is robust enough to support all devices simultaneously accessing content in every inmate area, including individual jail cells. Installed hardware is hardened and/or inaccessible to inmates to destroy, damage or modify.	M	Y		The proposed Inmate Tablet solution operates on a dedicated Wi-Fi network that does not allow access to external networks, websites, or applications. The tablet's wireless solution has various components that can be either wired to an extended switched ethernet network or can be fully meshed with other existing access points. At no time will inmates be able to access the Operating Systems of the proposed Inmate Tablet solution. Prior to being deployed in correctional facilities, the proposed Tablets are subject to strenuous Penetration Testing methodologies to ensure that they are suitable for deployment in a correctional environment. A Connect appliance is installed at each facility which manages the network and content distribution. This appliance maintains connectivity to the Private Cloud for continuous monitoring and content updates.
18. Splash Screen	There is a splash screen that is customizable by the Ramsey County Sheriff's Office.	M	Y		The proposed system allows for customized announcement prompts to be displayed on the video kiosks for both detainees and the public. These prompts can be displayed in any language required by the Facility and can be displayed either before or during a video session. These prompts are displayed on inmate kiosks without the requirement for them sign in to access displayed information. In addition, the proposed Kiosk solution allows for the entry of a customized digital banner, allowing Authorized Users / Facility administration

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					the ability to broadcast messages to the inmate population or to kiosks in the public lobby areas. Messages can either be broadcast at a facility-wide level, or to specific housing areas. This allows for “Message of the Day” functionality, such as changes in visitation hours, special menu updates, etc.
C. GENERAL OTHER					
19. Financial Proposals	Contractor proposes multiple financial options to include but not limited to, providing tablets at no cost to inmates, no cost to the County, and/or funded by inmate content purchases.	M	Y		NCIC can offer tablets at no cost to Facility staff or the inmate population. Our services and equipment are provided to Ramsey County at no cost for the life of the agreement. Our proposed system and content is also entirely free to the inmate population in order to promote access to free educational and rehabilitative content, in exchange for “awarded” time towards a variety of entertainment options such as games, movies, e-books, music, podcasts, and more.
20. Free Content	Inmates have access to programming, educational and law library content free of charge.	M	Y		NCIC Correctional Communications is thrilled to unveil our groundbreaking Learning Management System (LMS), designed to significantly enhance the rehabilitation and reentry preparation for incarcerated individuals. Named Schoolhouse, our educational platform is the culmination of years of meticulous planning and the assembly of high-quality learning materials, videos, and games. It operates using our proprietary RISE Method (Restoration through Incentives, Skills, and Education) model, aiming to actively engage and transform our students

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					<p>into responsible citizens. Through this innovative method, learners can explore personal growth and skill development while earning rewards for their dedication. It offers a comprehensive range of over 900 courses and 400 books, covering academic subjects, vocational skills, and life-enhancing topics.</p> <p>NCIC is continuing to add new educational course content, as well as entertainment content, to the Schoolhouse system with the help of our full-time Curriculum Coordinator, who has a master's degree and various certifications in education. NCIC is constantly working with our customers and partners to generate new, custom content that suits the needs of our Facility customers, and incarcerated individuals. We find that engaging with our customers allows us to specifically target their specific requirements for reform and education of their incarcerated population.</p> <p>NCIC strongly believes in widespread accessibility of educational opportunities for those who are incarcerated. Because of this, we believe a truly impactful tablet program requires free and continuous access, irrespective of an incarcerated individual's ability to pay or socioeconomic status. There are many tablet programs that focus on a revenue generating model, requiring incarcerated individuals to "pay to play." These programs that charge their</p>

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					<p>incarcerated population to access content and entertainment (such as movies, games, music, e-books, etc.) often see significantly lower engagement rates. NCIC's LMS also allows agencies to upload their own classes and content via URL's or SCORM files, which also can be added as part of our module allowing the students to earn rewards.</p> <p>The benefits that our Schoolhouse System provides an Agency, such as decreased incidences of violence, lowered recidivism, and better re-entry preparation, often far outweigh the potential revenue that may be generated from the devices. We want to stress that NCIC's educational platform and incentive-based entertainment comes at no additional cost to the incarcerated individuals, or their friends and family. Our Schoolhouse system helps students realize that incarceration is their opportunity to find a path forward instead of a brief pause from their struggles outside of your facility. These thoughtful courses were designed for incarcerated individuals struggling with mental health issues, grief, anxieties, and addictions. Your efforts to offer these meaningful programs will help your community curb recidivism by providing encouragement to your detainees and their families.</p> <p>Priority courses cover:</p> <ul style="list-style-type: none"> • Anger Management – Over 120 classes

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					<p>specifically help students control anger and emotions during heated moments.</p> <ul style="list-style-type: none"> • Stress Management – Over 150 classes that help in overcoming stressful situations and lighten the mood of students. • Personal Finance – Money management, budgeting, understanding credit cards, debt management and personal checking. • Personal wellness – Over 250 classes of confidence building, social skills, meditation, mindfulness relaxation and self-awareness activities. • People skills – Interacting with others, dispute resolution, management techniques, communications skills, and reconnection with loved ones. • Work skills – Thousands of classes on computer / technical skills, how-to videos on construction, auto repairs, mechanical trades, etc. <p>Additionally, NCIC is proposing a complete, comprehensive Law Library solution at zero cost to the County and inmates, which is accessible through kiosks or Tablets. NCIC has researched Law Library providers that also offer robust resources for Federal inmates, and by partnering with Fastcase (https://www.fastcase.com/) for provision of legal resources for Ramsey County, ensuring inmates at the Facility will have optimal access to these resources. The application allows inmates to research past legal cases, constitutions, statutes,</p>

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					regulations, etc.
21. Tutorial	Tablets will have a usage tutorial accessible to inmates.	M	Y		The proposed tablet system is the same as the kiosk platform – NCIC will provide usage tutorials to Ramsey County to distribute to inmates, if needed.
22. Repair and Replacement	Contractor proposes multiple financial options for repair or replacement of tablet devices.	M	Y		<p>NCIC is proposing an entirely no cost service for repairs and replacement of tablet equipment, charging carts, and all other associated equipment installed at Ramsey County.</p> <p>NCIC has made it easy for the management of damaged or faulty tablets by allowing Authorized Users to prepare and submit a Return Merchandise Authorization (RMA) request, directly through the proposed InTouch Suite.</p> <p>By default, all Tablets are identified by using the individually assigned MAC address on the back of the casing. Specifications for individual Tablet are required in order for the RMA process to be initiated such as providing the MAC Address, a pre-selected issue, and a written description of the issue, in order to proceed. In the event that Facility staff would like to submit a long listing of faulty equipment, users will have the ability to either manually add each device or upload an Excel spreadsheet with all required detail.</p> <p>NCIC provides ticket information and resolution updates of RMAs by sending an email notification to the appropriate parties</p>

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					<p>throughout the process. Once an RMA has been submitted, it will be assigned a unique RMA identifier number so that facility staff and NCIC personnel can easily locate RMA requests. NCIC personnel can communicate with Facility staff by sending messages back and forth within the submitted RMA request, until the request has been resolved and closed.</p> <p>Once NCIC staff has logged all necessary details, replacement tablets with new MAC addresses will be boxed up and shipped to the Facility for next day or 2-day shipping arrival. Along with the tablets, NCIC will provide the Facility with a return label for staff to send back the faulty tablet equipment for us to refurbish.</p>
23. Inmate Fees	Any fees/charges to the inmates are minimal, transparent, and are subject to the County's approval.	M	Y		NCIC does not charge fees to inmates, aside from the communication rates for calling, video visits, and messaging. The only fees charged are government taxes applied to calls that are placed.
24. Staff Training	Ramey County Sheriff's Office team members have access to training on the administration and usage of the tablet system.	M	Y		NCIC provides free, comprehensive training to all customers and will provide free recurring training as needed and/or requested by Ramsey County. Facility Administrators, along with any County staff who will have access to the equipment and the system interface, are thoroughly instructed on how to use the proposed platform. Staff will receive hands-on training to ensure they are properly acquainted with the new system. Training can be provided over multiple days and

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					shifts to ensure all Facility staff have a chance to participate, if needed. All staff will be provided with a detailed syllabus, as well as a training manual.
25. Spare Tablets	Replacement tablets are available on-site at the Adult Detention Center.	M	Y		NCIC will provide Ramsey County with the required number of tablets listed above, along with additional spare units in the event there are faulty tablets. After the initial units are provided, NCIC will work with the Facility to provide more tablet replacements on an as needed basis.
26. Sanitize Tablets	The contractor shall have a method to sanitize the tablets in between inmate usage.	M	Y		NCIC recommends having inmates wipe down their tablet with sanitizing wipes, prior to putting their used tablet back into the charging station. If required, NCIC will provide Ramsey County with sanitizing wipes.
D. SECURITY CONTROLS					
27. User Login	Tablets allows for secure authentication for inmate end-user login.	M	Y		<p>Inmates will have the ability to securely log onto the tablets using their inmate ID number ("PIN1") and will be required to enter their "password" (PIN2), which they will have the capability to create themselves. This login is required in order for inmates to access any tablet features or applications.</p> <p>Additionally, on the "login" screen of NCIC's tablets, the keypad is "scrambled" so that the numbers appear in different sequence / placement each time. This minimizes the probability that other residents are able to view / memorize the</p>

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					input of an inmate's PIN1 or PIN2, further ensuring the integrity of resident accounts.
28. Content Control	Ramsey County Sheriff's Office has control over the content delivered.	M	Y		
29. Monitoring	Tablet system has the ability for Ramsey County Sheriff's Office to monitor content the inmates are viewing.	M	Y		The proposed Tablet system allows authorized users to monitor the content the inmates are viewing or interacting with through the tablets. Monitoring is covert and residents will not be aware that monitoring is taking place.
30. Content Accessibility	Tablets have device safeguards that prevent the inmate from accessing unauthorized content. All accessible content shall be Ramsey County Sheriff's Office authorized.	M	Y		All proposed Tablet content has been pre-filtered to show only positive and rehabilitative content. At no time will residents have access to external links or inappropriate content. Ramsey County will have the ability to pre-approve all content prior to tablet deployment, to ensure that only approved content is being accessed.
31. Tablet Control	Tablet system has ability to control and terminate the devices remotely.	M	Y		The proposed tablet application is entirely customizable and facility staff will have the ability to modify which applications will be available to residents. These modifications can be applied based on an individual tablet, group of tablets, or all tablets.
32. Usage Tracking	Tablet system can track and document inmate usage and completion of educational programming.	M	Y		Our system offers robust reporting capabilities that are essential for tracking learning progress, engagement, and overall effectiveness of training programs. Here is a summary of some key reporting features that we can provide upon request: ➤ <u>Custom Reports</u> : Allows the creation of custom reports based on specific criteria, which can then be saved,

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FEATURE	FUNCTION / DESCRIPTION	M or P	Y	N	COMMENTS
					<p>scheduled, and distributed automatically.</p> <ul style="list-style-type: none"> ➤ Predefined Templates: Offers a variety of pre-configured report templates for common reporting needs. ➤ Dashboard Analytics: Provides real-time analytics on the dashboard, giving administrators a quick overview of key metrics. ➤ User Tracking: Enables detailed tracking of individual user progress, including course completion, grades, and activity engagement. ➤ Course Analytics: Provides insights into course engagement and effectiveness, including data on participation, time spent, and course completions. ➤ Data Filters: Allows users to sort and filter data based on different criteria, such as date ranges, user roles, or specific courses and activities. ➤ Data Export: Capability to export reports in multiple formats like CSV, Excel, and PDF for further analysis or sharing. ➤ Dynamic Data: Reports can be set to auto-update, ensuring stakeholders always have access to the most current data. ➤ Competency Reports: Tracks skill and competency development across various learning programs ➤ Multi-Tenancy Support: Allows for isolated reporting in multi-tenancy environments, providing different

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					<p>departments or organizations with their own specific reports.</p> <p>➤ Audit Trails: Keeps a log of all system activities, including user logins and course modifications, aiding in compliance and auditing processes.</p>
E. INTEGRATIONS; INMATE INFORMATION & IDENTIFICATION					
35. Jail Management System Integration	The system provides an interface with the current Jail Management Systems (JMS) and capability to interface with future JMS and/or upgrades.	M	Y		<p>NCIC currently has multiple interfaces developed with major JMS and commissary companies, allowing inmate information to be imported on a real-time basis. All features of the interface will be automated, eliminating any need for County / Facility staff intervention in managing accounts.</p>
36. Commissary and Vending System Integration	The system provides an interface with the current commissary/vending system and capability to interface with future systems and/or upgrades.	M	Y		

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ATTACHMENT F – PRICING SCHEDULE

	PRICING
SERVICE TYPES	At Cost: No Cost to the County, Free, and Reduced Rates
Correctional Telephone Service:	\$0.00 / phone / month
All calls within United States, 10 minute limit on each call including all payment types (pre-paid collect, and debits)	2 free phone calls per day, 10 minute limit on each call, \$0.07 per minute for each additional call
Mexico/Canda including all payment types (pre-paid collect, and debits)	\$0.15 per minute
Cuba including all payment types (pre-paid collect, and debits)	\$0.99 per minute
Other International Calls including all payment types (pre-paid collect, and debits)	\$0.20 per minute
Inbound Voicemail (public users may leave up to a 3 minute voicemail message)	\$0.50 per voicemail (up to 3 minutes duration)
Video Visitation:	\$0.00 / kiosk / month
On-Site Video Visits (all on-site video visitation sessions will be provided at no cost)	Free
Remote Video Visits (between inmates and public users or private attorneys only, 20 minute maximum)	1 free remote visit per day, 20 minute limit, \$0.12 per minute for each additional visit
Remote Video Visits (between inmates and public defenders or court staff will be provided at no cost, 20 minute maximum)	Free
Tablet / Entertainment Services:	\$0.00 / tablet / month
1:1 Distribution Ratio with Charging Stations and Devices	Free, unlimited use
Premium Learn2Earn Educational Platform	Free, unlimited use
Paid Streaming Digital Content (still in beta testing but expected to role out within the year)	\$0.02 per minute Once rolled out-concurrent with Learn2Earn

	PRICING
SERVICE TYPES	At Cost: No Cost to the County, Free, and Reduced Rates
Deaf and Hard of Hearing Services for ADA Compliance:	
Video Relay Service (available on all video visitation kiosks and tablets)	Free calls / visits
Fees:	
All Fees Including, But Not Limited To: Funding Fees, Transaction Fees and Card Processing Fees	Live operator: \$5.95
	Automated operator and web transaction fee: \$3.00
	Refund Fee: \$0.00
Commission:	
Correction Telephone Service, Video Visitation and Secure Messaging, and Tablet-Educational and Entertainment Content	0%
Additional Services:	
Text Messages (up to 140-160 characters)	\$0.10 per message
Picture Attachments (inbound and outbound)	\$0.15 per photo
Video Messages (inbound and outbound, 30 seconds)	\$0.15 per message
GIFs	\$0.05 per GIF
Suicide and Crisis Lifeline Access	Included, no cost
Voice Biometrics, Call Transcription, and Investigative Keyword Alerts	Included, no cost
Learn2 Earn Educational Platform Via Tablets and Kiosks (free educational, rehabilitative and entertainment content)	Included, no cost
Video Relay Service (available on all video visitation kiosks and tablets)	Free calls / visits
Offsite Digital Mail	Included, no cost
County's Jail Management System, Commissary, and Related Systems Interfacing	Included, no cost
All Hardware with Installation and Software Upgrades	Included, no cost
24/7/365 Live, United States Based, Customer and Technical Support	Included, no cost
Commissary Ordering	Included, no cost

	PRICING
SERVICE TYPES	At Cost: No Cost to the County, Free, and Reduced Rates
Digital Law Library Access	Included, no cost
Detainee Forms and Documents (allows staff to share documents and allows attorneys to screen share discovery and e-sign documents)	Included, no cost
Internal Communications System with Grievance, Detainee Requests, and Medical Request Service	Included, no cost
Free Podcasts	Included, no cost
Free Library	Included, no cost
Paid Streaming Digital Content <i>(still in beta testing but expected to role out within the year)</i>	\$0.02 per minute Once rolled out-concurrent with Learn2Earn
	Learn2Earn content – no cost
	Paid streaming content – reduced cost
Ear Buds	Ear Buds: \$2.00 per each Premium Ear Buds: \$3.00 per each
Equipment Counts:	
Regular Phones	54 each
Speaker Phones	5 each
Kiosks	46 Each
Tablets	520 each
Ear Buds	780 each
Charging Carts - 40 Port	10 each
Charging Carts - 20 Port	7 each

Exhibit 1
Business Associate Agreement

This Business Associate Agreement (“BA Agreement”) is referenced by and incorporated within Professional Services Agreement # RC-000660 (the “Service Agreement”) between Ramsey County, Minnesota, a political subdivision of the State of Minnesota, on behalf of the Community Human Services Department, 160 E. Kellogg Blvd, St. Paul, MN 55101 AND/OR the St. Paul-Ramsey County Department of Public Health, 555 Cedar St., St. Paul, MN 55101 ("Covered Entity") and Network Communications International Corp., dba NCIC Correctional Services, 607 E. Whaley Street, Longview, Texas 75601 ("Business Associate") (each a "Party" and collectively the "Parties").

Recitals

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

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

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

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

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

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

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

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

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

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

6. **Term and Termination.**

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

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

(d) Upon Termination.

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

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

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

if to Covered Entity, addressed to:

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

OR

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

if to Business Associate, addressed to:

William Pope
CEO
607 E. Whaley Street
Longview, Texas 75601

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

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

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

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

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

Exhibit 2 - CJIS Security Addendum

Professional Services Agreement #: RC-000660

This Security Addendum is an agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of the Sheriff's Office and Network Communications International Corp., dba NCIC Correctional Services. This Security Addendum is in support of a contract between the Contracting Government Agency and the Contractor for the provision of services that require compliance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Systems Security Policy (CJIS Security Policy).

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.0 Definitions.

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor- a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

1.03 Contract – the primary agreement between the CGA and the Contractor for the provision of services.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgement of such receipt and the contents of the Security Addendum. The signed acknowledgements shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see CJIS Security Policy glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and the Contractor.

4.02 Security violations can justify termination of the Contract between the CGA and the Contractor.

4.03 Upon notification, the CSO and FBI reserve the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend, or terminate access and services, including telecommunications links. The CSO will provide the CGA with timely written notice of any action taken. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the CSO or FBI by the CGA. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit.

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum or the Contract.

6.00 Scope and Authority.

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; (4) Title 28, Code of Federal Regulations, Part 20; and (5) the Contract. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the Contract which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the Contract without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 23606

Network Communications International
Corp dba NCIC Correctional Services

Ramsey County Sheriff's Office

Signature of officer

Signature

Printed Name & Title

Printed Name & Title

Date

Date

Exhibit 3 - CJIS Security Addendum Certification
Professional Services Agreement #: RC-000660

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than the execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative Date

Organization and Title of Contractor Representative

NCIC CORRECTIONAL SERVICES

Exhibit 4 - Service Level Agreement (SLA)

Professional Services Agreement #: RC-000660

A. SCALABILITY/RELIABILITY

1. AVAILABILITY

- a) The proposed solution shall be available 99.9% of the time per month. This applies to all deployed services including, but not limited to Inmate Telephone Service (ITS), Video Visitation Service (VVS), Secure Messaging, Ticketing, Digital Mail Service and Educational / Entertainment Options.

2. COMMERCIAL POWER OUTAGES

- a) The network, including the central Network Operations Center (“NOC”) and all other network elements under the control and management of NCIC, shall survive interruptions in commercial power to allow for ongoing, uninterrupted provision of service at the Facility(ies).
- b) In the event of a power outage, any on-premise components must be temporarily restored by NCIC-supplied battery back-up; connections to County / Facility-owned generator circuits will be at the County’s discretion.
- c) In the event of a power outage, NCIC’s solution shall function for a minimum of 90 minutes in the Facility(ies).
- d) NCIC’s solution shall be capable of full recovery from a power outage immediately once commercial power is restored.

3. BUSINESS CONTINUITY AND DISASTER RECOVERY

- a) Disaster recovery must include restoration time in accordance with Facility(ies) needs. NCIC’s solution shall include alternative routing of traffic for disasters impacting recovery. NCIC’s solution shall include redundant hosting and data backup components with system continuity and functionality measures in the event of a disaster. NCIC’s solution shall secure data and provide continuity of services in accordance with all federal, state and local requirements.

B. SYSTEM MAINTENANCE

1. REPAIR, MAINTENANCE AND MOVE, ADD & CHANGE WORK

- a) Maintenance and support of all system components including but not limited to telephones, kiosks, tablets, tablet charge carts, wireless access points, circuits, network components, software, call processors and all other elements of NCIC's service will be the responsibility of NCIC. During the original contract term and renewals, NCIC will be responsible for repair or replacement of faulty or damaged equipment regardless of the cause including but not limited to inmate damage, natural disaster, and County's actions or operations, however; County personnel will work in good faith with NCIC to ensure that any intentional misuse of or damage to NCIC-provided equipment is discouraged, to the extent that is operationally feasible.

2. COUNTY AUTHORIZED REPRESENTATIVES

- a) County will establish an authorized list of County employed individuals who have the authority to open trouble tickets, request maintenance dispatch or support services outside of normal business hours. NCIC's system will be permission/role based for the authorized list of County employed individuals.

3. TROUBLE REPORTING

- a) NCIC shall provide an electronic trouble ticket system via the proposed system to initiate trouble tickets for repairs, track the real-time status and provide current and historical reports of those tickets. NCIC's system must generate an auto-tracking number or other unique identifier immediately upon initiation into the system. All updates to open trouble tickets should be sent in real-time electronically to the originator of the ticket and carbon copy the County's shared email addresses: oitadmin@co.ramsey.mn.us and sdjailadmins@co.ramsey.mn.us. The trouble ticket system shall include, at a minimum:

1. Date and time trouble reported;
2. Name of County staff member reporting trouble;
3. Name of affected County facility;
4. Trouble ticket number;
5. Date and time of Technician arrival and check-in at facility (if applicable);
6. Name of NCIC staff performing the service;
7. Description of trouble;
8. Diagnosis of trouble and work performed;
9. Date and time trouble corrected;
10. Length of time ticket remained open;
11. Status of open tickets.

4. TROUBLE REPORTING DEDICATED TOLL-FREE TELEPHONE NUMBER

- a) NCIC shall provide a dedicated toll-free telephone number for County that will reach a live help desk contact. This contact shall be located within the continental United States, and be available on a 24/7/365 basis.

5. REPAIR PRIORITY LEVELS AND PERFORMANCE REQUIREMENTS

- a) NCIC's solution must include repair priority levels and identified performance response times. By way of example, the table below defines repair priority levels along with associated performance requirements. The items included in the table are not all inclusive and County, at its sole discretion, may deem any repair as a priority 1, 2 or 3 depending on the unique circumstances of each issue (and its overall effect on facility operations).
- b) At the time of the initial report of a repair, NCIC shall immediately begin utilizing NCIC's remote diagnostic capability in order to attempt to rectify the problem. If remote diagnostics are unavailable or if such efforts don't result in a resolution, a technician must be physically at the facility within two (2) hours.

Example: Priority levels and performance requirements:

Priority Level	Characteristics	Performance Requirement
1	Loss of critical functionality as determined by County	4-hour resolution
	Complete system failure	
	Complete loss of recording functions at a County facility	
	Complete loss of call monitoring capabilities at a County facility	
	Complete loss of administrative or investigative access or function at a County facility	
	When 50% or more of inmate telephones, video visiting, or tablets are not working in a specific area / housing unit	
2	Loss of significant functionality as determined by County	8-hour resolution
	Loss of call monitoring capabilities at a County facility (other than a complete loss)	
	Data back-up failure	
	When 50% or less of inmate telephones, video visiting, or tablets are not working in a specific area / housing unit	
3	Loss of non-significant functionality as determined by County	24-hour resolution
	Software fixes not critical to operations	
	Loss of trouble ticket system	

6. SYSTEM AUTO-MONITORING

- a) NCIC's system should have auto-monitoring capabilities, alerting of potential system malfunctions or disruptions of service. In addition, NCIC shall provide fault management capabilities that recognize, isolate, correct, and log faults that occur in the system.

7. NOTIFICATION OF SYSTEM FAILURES

- a) NCIC shall provide County with real-time contact notification of all Priority 1 system alerts and alarms (as defined in the previous table) including the final resolution of all incidents. In addition, NCIC shall notify the affected facility designee and County personnel of any failure and provide an estimated time of service restoration. For extended outages, NCIC shall provide a detailed plan of repair, including how NCIC will provision alternative service during an extended disruption of service. NCIC shall provide a detailed description of notification capabilities.

8. HARDWARE/SOFTWARE REPLACEMENT

- a) NCIC shall maintain a complete set of replacement parts for all hardware and software components of the service. NCIC shall have a plan of action for delivery of the hardware/software in the event of a failure. Such plan shall include, but not be limited to:
 - 1. Immediate emergency service restoration;
 - 2. Complete system replacement;
 - 3. Personnel resources required.

9. ESCALATION PROCEDURE

- a) NCIC shall provide an escalation procedure for 24-hour coverage to be invoked in the event that first level NCIC maintenance personnel are unable to remedy County's service request. NCIC shall provide escalation procedures, for each level up to the Company President/Owner, that include, at minimum, the following:
 - 1. A list of individuals (by name and title) at each level of escalation;
 - 2. The role of each individual in the escalation process;
 - 3. Email address;
 - 4. Wireless and work telephone numbers.
- b) These escalation lists and processes must be kept current, and Subscriber shall be notified two weeks in advance of changes so that all appropriate Subscriber personnel can be notified in advance.

10. PREVENTIVE MAINTENANCE

- a) NCIC shall perform Preventive Maintenance, facility inspections, test routines, and diagnostics on the systems as required. The schedule shall be consistent with the operating requirements of Subscriber and be based upon the specific needs of the equipment being maintained. NCIC shall notify County or designee at a minimum of forty-eight (48) hours in advance of any facility visit.
- b) Preventive Maintenance that may disrupt service to the users may be required to be done outside of normal business hours.
- c) NCIC shall maintain a Preventative Maintenance plan including, but not limited to the following:
 - 1. Assuring that any remote access devices and other key components are in good working condition.
 - 2. Checking and testing battery back-up systems.
 - 3. Test system and power failure back-up operations.
- d) NCIC must maintain reports identifying the Preventative Maintenance functions actually performed, the results of testing completed, and any changes and/or updates to either the equipment or software. There shall be no charge to County for Preventive Maintenance performed during the contract term.

Board of Commissioners

Request for Board Action

Item Number: 2025-213

Meeting Date: 6/24/2025

Sponsor: Sheriff's Office

Title

Agreement with Taher, Inc. for Micro Market Services

Recommendation

1. Approve the selection of and the agreement with Taher, Inc., 5570 Smetana Drive, Minnetonka, Minnesota 55343 for micro market services for the period of June 24, 2025 through June 23, 2027 with the option to be renewed for three additional one-year periods for a total of five years, in accordance with the rates established in the agreement.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the County's procurement policies and procedures, provided the amounts are within the limits of available funding.

Background and Rationale

The Sheriff's Office operates the Adult Detention Center (ADC), commonly referred to as the Ramsey County jail. The ADC is a 500-bed pre-trial facility providing safe and secure detention services to individuals following their arrest until a court disposition is reached. There are over 150 detention, law enforcement, and medical staff that work in the ADC. Additionally, staff from the Sheriff's Office, Community Corrections, County Attorney's Office, Emergency Communications Center, Public Health, Social Services, Public Defender's Office, and State of Minnesota Courts work on the campus.

On March 12, 2025, the Sheriff's Office issued a Request for Proposals (RFP) for micro market services. Micro market services are convenient and allows for staff, many who cannot leave the ADC during their shift, to purchase food and beverage products, such as fresh, healthy food, snacks, pop, treats, etc., from open rack displays, refrigerated coolers and freezers and then pay for products at a self-checkout kiosk that offers a variety of payment options.

Below is the competitive solicitation summary:

Request for Proposals (RFP Title):	Micro Market Services
RFP Release Date:	March 12, 2025
RFP Response Date:	April 17, 2025
Number of Contractors Notified:	969
Respondents:	Taher, Inc.

Proposal Evaluation Committee:	Correctional Officer, Sheriff's Office Lieutenant, Sheriff's Office Planning Manager, Sheriff's Office Manager, Emergency Communications
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RFP Evaluation Criteria:	Workplan Qualifications and Experience
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Cost
Technical Support and Customer Service

Contractor Recommended: Taher, Inc.

The evaluation team evaluated the proposals based on the criteria identified in the solicitation and is recommending Taher, Inc., as the contractor to provide micro market services.

The costs associated with providing micro market services are covered by the prices charged. The county will receive no revenue associated with the agreement.

The full term of the agreement is June 24, 2025 through June 23, 2027 with the option to be renewed for three additional one-year periods for a total of five (5) years.

County Goals (Check those advanced by Action)

☒ Well-being ☐ Prosperity ☐ Opportunity ☐ Accountability

Racial Equity Impact

There is no racial equity impact for this board action.

Community Participation Level and Impact

There is no community engagement for this board action.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The costs associated with providing micro market services are covered by the prices charged. The county will receive no revenue associated with the agreement. There is no financial impact to the Sheriff's Office budget.

Last Previous Action

On March 11, 2025, the Ramsey County Board of Commissioners approved the issuance of Request for Proposals for Micro Market Services (Resolution B2025-052).

Attachments

1. Agreement with Taher, Inc.



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Sheriff's Office, 425 Grove Street, Saint Paul, MN 55101 ("County") and Taher, Inc., 5570 Smetana Drive, Minnetonka, MN 55343, registered as a S Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from June 24, 2025 through June 23, 2027 and may be renewed for up to three (3) additional one year period(s).

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

1.1.1.

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

2. Scope of Service

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

2.1.

The Contractor's Proposal response dated April 15, 2025 (the "Proposal") is incorporated herein by reference. The County's Request for Proposals RFP-SHRF-23870 entitled Micro Market Services dated March 12, 2025 (the "RFP") is incorporated herein by reference.

The Contractor and the County shall mutually agree upon a kick-off meeting the week of July 6, 2025. The Contractor shall conform to a seven (7) calendar day or less installation and system go-live on or about July 31, 2025.

A. General

The Contractor shall provide for all supplies, equipment, materials, labor, and services necessary or incidental for the installation, maintenance, repair, replacement, and operation of micro market services for county staff and the general public. In the event that the system hardware or software is removed, in whole or in part, during or at the completion of the contract term, the Contractor shall pay all expenses associated directly or indirectly with the removal of the system hardware and

software.

B. Ramsey County Secure Technology Solutions

Ramsey County has a responsibility to ensure safe and secure technology solutions. To accomplish this, the County expects Contractors to use industry best practices for security and compliance controls. Therefore, contractors must:

1. Agree and represent that it currently maintains information data and content protection practices and procedures ("Security Program") that complies with industry best practices and applicable privacy laws.
2. Demonstrate compliance with industry best practice Critical Security Controls. Methods to demonstrate this are via an SSAE 18, SOC 2 report, externally certified report, etc. for your company and all sub-tier suppliers, as applicable.
3. Undergo an annual vulnerability assessment (internal and external) via an independent third party.
4. Demonstrate adherence to an industry standard continuous monitoring program which includes real time monitoring, logging, timely review and remediation of events. The monitoring program will support defined incident management policies and procedures aligned with industry best practices.

The Contractor and the County understand and agree that the System is a centralized off premises solution, therefore, the *Ramsey County Secure Technology Solutions* attached to the RFP is not applicable.

C. Technical Questionnaire

The Contractor and the Contractor's system shall comply with the *Ramsey County Technology Questionnaire* that was submitted by the Contractor as part of its proposal response to the County's Request for Proposals RFP-SHRF-23870 entitled Micro Market Services dated March 12, 2025.

D. Ramsey County Security Exhibits.

The Contractor and Contractor's system shall comply with the *County's Hosting Security Exhibit* attached hereto and made a part of this Agreement as **Attachment A** and the *County's Information Security Exhibit* attached hereto and made a part of this Agreement as **Attachment B**.

E. Micro Market Service Requirements

The Contractor and the Contractor's system shall conform to all requirements set forth in the *Micro Market Service Requirements* attached hereto and made a part of this Agreement as **Attachment C**.

F. Project Services

1. Project Management

The Contractor shall implement the system in phases, where necessary, using a traditional project management approach. The Contractor shall provide project

management services throughout the entire Project consistent with project management best practices, to ensure that the project's goal is met and that deliverables are submitted and approved within the defined budget and timeline.

2. Documentation

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

3. Project Phases

Phase I – Planning

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

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

Phase II – Design

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

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

Phase III – Development

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

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

Phase IV - System Testing and Acceptance

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

- b. The County will notify the Contractor of any defects or deficiencies identified during the Testing Period and the Contractor will correct the defects and deficiencies or present a plan acceptable to the County that addresses the deficiencies in a time period agreed to by the parties.
- c. Upon resolution of all defects and deficiencies identified during the Testing Period, completion of training, and receipt of training and System materials and documentation, the County will provide written System Acceptance to the Contractor.

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

Phase V – Deployment

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

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

4. Deliverable Acceptance Process

All Deliverables identified in this Agreement will be subject to the following Deliverables Acceptance Process:

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

5. County Ownership

All right, title and interest to the System Deliverables created by Contractor under this Agreement shall be owned by the County.

Deliverables under the Project Services include but are not limited to: Project Documentation, Project Schedule/Work Plan, Interface/Integration Plan, System Test Plan, Training Plan, Implementation Plan, Operations & Maintenance Transition Plan,

User Acceptance Test, System Documentation, County Training Plan and County Training Materials.

G. Warranty

1. The County requires a warranty beginning upon final deployment and System Acceptance that the System will operate in accordance with the provisions of the Agreement and the System documentation. Warranty services shall be consistent with this requirements described below in **Section I. Support**.
2. The Contractor must warrant that all warranty services shall be performed by qualified personnel with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services and that the Contractor will devote adequate resources to meet its obligations under this Agreement.
3. Contractor acknowledges that time is of the essence with respect to Contractor's obligations under this Agreement and must agree that prompt and timely performance of all services and other Contractor obligations in accordance with this Agreement is strictly required.
4. During the term of this Agreement, the Contractor warrants that all services will be performed with the highest standard of professional service, that all Deliverables will be free from defects or deficiencies, and that services and Deliverables will conform to all requirements of this Agreement. Nonconforming goods or services will be replaced, corrected or re-performed at the Contractor's expense. Any services corrected or re-performed or Deliverables corrected will be covered by this warranty.
5. The Contractor must warrant that its System will not infringe any United States patent or copyright or violate any third-party trade secret and Contractor will indemnify and defend Ramsey County against any award of damage and costs made against the Contractor by a final judgment of a court of competent jurisdiction.
6. The Contractor must warrant that as provided by Contractor, the system will not at any time during term of this Agreement contain any: (a) virus, Trojan horse, worm, backdoor or other software or hardware devices that effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or (b) time bomb, drop dead device, or other software or hardware device designed to disable a computer automatically with the passage of time or under the control of any individual or organization, or otherwise deprive the County of its lawful right to use the system.
7. The Contractor must warrant that the system will be operational and available 99.5% of the time in any calendar month, including planned downtime, following System Acceptance. Contractors must agree to a service level credit for less than 99.5% availability, which will be specified and agreed to during contract negotiations and included in this Agreement. The County will also have the right to terminate services, without penalty and include the right for the County to recover costs from the Contractor associated with re-procurement of such terminated services.

H. Maintenance Services

1. The Contractor will provide all services, materials, equipment and personnel to maintain its system components that are located off-site, including all software and hardware, in full operating condition and keep it available for use in accordance with the provisions of this Agreement.
2. Routine System maintenance shall be conducted at times agreed to in advance by both parties and shall include but not be limited to periodic inspections, tests and adjustments. Contractor shall provide the County with a minimum of forty-eight (48) hour notice for non-service impacting maintenance. Contractor shall provide a minimum seven (7) days' notice for planned maintenance which will impact the County's availability to the System.
3. Software releases, updates and upgrades shall be provided on the general release of such releases, updates and upgrades and installed by the Contractor as agreed to by the parties at no additional charge. Contractor must warrant that no release, update or upgrade will have a material adverse effect on the functionality or operability of the System.

I. Support

1. During the term of this Agreement, the Contractor will provide software support (Example: 8:00AM – 5:00PM Central Time Monday - Friday, excluding County holidays). Said support shall include direct phone support, e-mail support or other channels as appropriate.
2. The system must be supported by a redundant backup site with seamless failover capabilities.
3. For critical issues, response to problems will be within fifteen minutes of initial contact and resolution will be within two (2) hours of initial contact. Critical issues are issues that affect the functionality or data of the System, do not have a workaround and prevent (department) from conducting daily business processes; non-critical bugs affect minor functionality or data and have an easy workaround.
4. The Contractor must provide support staff contact information, hours of operations and after-hours support procedures. Such information must be published and be kept current.
5. The Contractor will not change its software support and hardware maintenance policies to adversely impact the County without providing the County at least twelve (12) months advance written notice.
6. The County reserves the right to require the Contractor to escrow its software source code at no cost to the County.

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

System failures are defined as:

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

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

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

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

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

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

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

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

J. Stocking Schedule

The Contractor shall stock all Ramsey County micro market locations according to a structured, data-informed schedule designed to ensure product availability while minimizing disruption.

All sites are supported by live product tracking through Contractor's vending management software, allowing the Contractor's team to monitor sell-through and proactively respond to usage spikes. Should any issues arise between scheduled service windows, County staff have direct access to Contractor's service line for immediate support or replenishment requests.

The Contractor shall adhere to the following stocking schedule:

1. **Law Enforcement Center and Adult Detention Center**

Address: 425 Grove Street, Saint Paul, MN 55101

Market location: staff hallway and staff lunchroom

Schedule: Serviced daily, Monday through Friday, by a dedicated route driver based in Plymouth, MN. Inventory is checked and restocked each morning during standard business hours.

2. **Ramsey County Sheriff's Office Patrol Station**

Address: 1411 Paul Kirkwold Drive, Arden Hills, MN 55122

Market location: staff lunchroom

Schedule: Serviced 1-2 times weekly, depending on traffic and consumption trends. A second delivery will be added if real-time inventory data indicates elevated product movement.

3. **Ramsey County Sheriff's Water Patrol Station**

Address: 5 South Owasso Boulevard, Little Canada, MN 55117

Market location: staff hallway

Schedule: Serviced bi-weekly, adding additional deliveries for events or population surges. The Account Manager will coordinate directly with the County staff to adjust service as conditions change.

The County reserves the right to add, delete, or modify the number of micro markets and locations throughout the term this Agreement.

K. Subcontractors

The Contractor may not use subcontractors to perform the work under this Agreement.

I. CONTRACT MANAGEMENT

The following staff are the points of contact for managing this Agreement:

County:

Megan Schaefer, Planning Manager
Ramsey County Sheriff's Office
Law Enforcement Center
425 Grove Street, Saint Paul, Minnesota 55101
Office: 651-266-9374
Mobile: 651-775-6469
Email: megan.schaefer@co.ramsey.mn.us

Contractor:

Mike Border, Account Manager
Phone: 763-458-4424
Email: m.border@taher.com

2.2.

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

2.3.

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

2.4.

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

3. Schedule

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

4. Cost

4.1.

The County shall pay the Contractor the following unit rates:

The County and the Contractor shall confirm to the *Product and Pricing List* attached hereto and made a part of this **Agreement D**.

The County will NOT accept or allow commission to be paid to the County under this Agreement.

Post Award Pricing

Pricing shall not change during the first twelve (12) months after the commencement date of this Agreement. After the initial twelve (12) months, and annually thereafter on the anniversary of this Agreement, the Contractor may submit a price change request to the County. All price change requests must be submitted in writing to the County forty-five (45) days prior to the date the requested changes will take effect and must be accompanied by appropriately documented market justification. Price changes will only be granted with written approval from the County. Any adjustments must be negotiated on an annual basis between the Contractor and the Adult Detention Center administrator or designee. In no event shall the percentage of increase exceed the allowable percent change passed on the Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers – Minneapolis-St. Paul-Bloomington, MN-WI, Food Away From Home. Labor Statistics. The increase will be based on the annual adjustment listed for the previous year or a cap of 3% whichever is less.

5. Special Conditions

5.1.

The order of governance regarding the Terms and Conditions shall be:

- 1) Ramsey County Professional Services Agreement RC-000664
- 2) Attachment A – County’s Hosting Security Exhibit
- 3) Attachment B – County’s Information Security Exhibit
- 4) Attachment C – Micro Market Service Requirements
- 5) Exhibit 1 - CJIS Security Addendum and
- 6) Exhibit 2 – CJIS Security Addendum Certification

6. County Roles and Responsibilities

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

7. Contracting for Equity

7.1. 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.

7.2. 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."

7.3. Equal Employment Opportunity and Civil Rights

7.3.1.

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.

7.3.2.

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

7.3.3.

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:

7.3.3.1.

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

7.3.3.2.

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

7.3.3.3.

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.

7.4. 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.

8. General Contract/Agreement Terms and Conditions

8.1. Payment

8.1.1.

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

8.1.2.

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

8.2. Application for Payments

8.2.1.

The Contractor shall submit an invoice upon completion of services.

8.2.2.

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

8.2.3.

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.

8.2.4.

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.

8.2.5.

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

8.2.6.

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.

8.3. 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.

8.4. Successors, Subcontracting and Assignment

8.4.1.

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.

8.4.2.

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.

8.4.3.

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.

8.5. Compliance With Legal Requirements

8.5.1.

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.

8.5.2.

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.

8.6. Data Practices

8.6.1.

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.

8.6.2.

The Contractor designates Bruce Taher 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.

8.6.3.

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.

8.7. Security

8.7.1.

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>.

8.7.2.

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.

8.7.3.

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.

8.7.4.

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.

8.7.5.

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

8.8. Payment Card Industry (PCI) Compliance

8.8.1.

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

8.9. 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.

8.10. Prison Rape Elimination Act (PREA)

Contractor and staff will comply with the Prison Rape Elimination Act of 2003 (42 U.S.C. § 15601 *et seq.*), which establishes a zero-tolerance standard against sexual assault, and with all applicable PREA Standards including background checks, county policies related to PREA and county standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse with Facilities/Client Services owned, operated or contracted. Contractor acknowledges

that, in addition to "self-monitoring requirements" the county will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA Standards and county PREA policies may result in termination of the Agreement.

8.11. Contractor's Insurance

8.11.1.

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.

8.11.2.

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.

8.11.3.

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.

8.11.3.1.

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.

8.11.4. Workers' Compensation

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

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

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

8.11.5.

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

8.11.6.

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

8.11.7.

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

8.11.8.

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

8.11.9.

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

8.11.10.

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

8.11.11.

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

8.11.12.

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

8.11.13.

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

8.12.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.

8.13.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:

Megan Schaefer, Planning Manager, 425 Grove Street, Saint Paul, MN 55101

Contractor:

Bruce Taher, CEO & President, 5570 Smetana Drive, Minnetonka, MN 55343

8.14.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.

8.15.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.

8.16.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.

8.17.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.

8.18.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.

8.19.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.

8.20.Termination

8.20.1.

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.

8.20.2.

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.

8.20.3.

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.

8.21.Interpretation of Agreement; Venue

8.21.1.

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.

8.21.2.

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.

8.22.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.

8.23.Infringement

8.23.1.

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.

8.23.2.

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

8.24.Ramsey County Cooperative Contract

This is a Ramsey County Cooperative Contract available to all Ramsey County departments.

8.25. Cooperative Purchasing

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

8.26.Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

8.26.1.

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

8.26.2.

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

8.26.3.

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

8.26.4.

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

8.26.5.

Byrd Anti--Lobbying Amendment (31 U.S.C. 1352)--Contractors that apply or bid for an award exceeding \$100,000 shall provide the required Contractor Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreement form. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a

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

8.27. 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.

8.28. 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.

8.29. 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.

9. Special Contract Terms and Conditions

9.1.

Payment Card Industry Compliance

In addition to section 8.8.1 above, Contractor shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). Contractor shall provide a current copy of the attestation of compliance (AOC) and shall provide annually.

Contractor's Personnel

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

CJIS Requirements

The County has electronic access to state and federal databases containing unencrypted and confidential Criminal Justice Information ("CJI"). These databases are managed by the Minnesota Bureau of Criminal Apprehension ("BCA") which requires that anyone who could have 'logical and physical access to CJI' must submit to a fingerprint-based record check ("Covered Individuals"). This includes not only those who actually have

authorization to access CJI from their desktop computers, but also includes those who receive the CJI for any reason and those who do not receive CJI but are or could be in the general physical proximity of those who do receive it. This includes both a Contractor's employees and sub-contractors.

Covered Individuals must contact the BCA at BCACJISSATScreening@state.mn.us to complete the vendor screening program. Covered Individuals must complete the program and obtain approval prior to accessing any CJIS data under this Agreement.

Upon receipt of the record checks, the County will evaluate them to determine, in the County's sole discretion, whether the individual may provide services to the County pursuant to this Agreement. The County may require Covered Individuals to submit to a background check every five years

Additionally, Contractor and all applicable employees and/or subcontractors must be in compliance with all applicable data security rules and regulations. Contractor must maintain an overall understanding and provide the current level of compliance with Federal Bureau of Investigation's Criminal Justice Information Services (FBI CJIS) Security Policy 5.4, and related security policy(ies) or its successor version(s), including the *CJIS Security Addendum*, **Exhibit 1** and the *CJIS Security Addendum Certification*, **Exhibit 2** as well as the Minnesota Bureau of Criminal Apprehension's Minnesota Justice Information Services (BCA MNJIS) security requirements outlined in FBI CJIS requirements document(s) and BCA Security Policy 5050, or its successor version(s). **Exhibit 1** and **Exhibit 2** are attached and made a part of this Agreement.

Professional Services Agreement #: RC-000664
Attachment A – County’s Hosting Security Exhibit

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

Professional Services Agreement #: RC-000664
Attachment A – County’s Hosting Security Exhibit

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

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

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

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

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

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

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

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

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

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

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

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

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

Professional Services Agreement #: RC-000664
Attachment A – County’s Hosting Security Exhibit

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

Professional Services Agreement #: RC-000664
Attachment A – County’s Hosting Security Exhibit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. Warranties.

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

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

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

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

- 1. County Policies, Procurements & Requirements.** Contractor will perform Services in accordance with the Agreement and any County policies, procedures, and any requirements specifically provided to Contractor. If policies, procedures or standards are updated or changed, County will provide reasonable advance notice when feasible to Contractor. If Contractor is unable or unwilling to comply with the updated or changed County policies, procedures and requirements within thirty (30) days of notice of such update or change, the Agreement may be terminated for cause without a further period of time to cure. If Contractor performs Services through Contractor's Agent, Contractor shall ensure that such Contractor's Agent shall perform such Services in accordance with the terms of the Agreement, including any County provided policies, procedures and requirements.
- 2. Multi Factor Authentication.** Contractor will utilize a secure, multi-factor method of remote authentication and authorization to access the system(s).
- 3. Security Program.** Contractor agrees and represents that it currently maintains information protection practices and procedures ("**Security Program**") that complies with industry best practice and applicable Privacy Laws. Contractor's Security Program includes, at a minimum:

 - A.** Appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security and confidentiality of County Data;
 - B.** A security design intended to prevent any compromise of Contractor's own information systems, computer networks or data files by unauthorized users, viruses, or malicious computer programs which could in turn be propagated to County;
 - C.** Appropriate internal practices including, but not limited to, encryption of data in transit and at rest; using appropriate firewall and antivirus software; maintaining these countermeasures with up-to-date virus definitions and security patches so as to avoid any adverse impact to County's systems or information; appropriate logging and alerts to monitor access controls and assure data integrity and confidentiality; installing and operating security mechanisms in the manner intended sufficient to ensure County government operations must not be disrupted; permitting only authorized users access to systems and applications; and preventing unauthorized access to County systems via the Contractor's networks and access codes; and
 - D.** All persons with authorized access to County Data must have a documented genuine need-to-know prior to access.
- 4. Training and Supervision.** Contractor conducts appropriate and reasonable background checks or other investigations of its job candidates or Contractor's Agents prior to such persons' employment or access to County Data. Contractor represents that it maintains adequate training and education programs to ensure that its employees and Contractor's

Agents are aware of and adhere to its Security Program. Contractor shall exercise necessary and appropriate supervision over its employees and Contractor's Agents to maintain appropriate confidentiality and security of County Data.

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

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

device, including without limitation, any key, timer, clock, counter, local shared object/flash cookies or other self-enacting device or limiting routines, codes, commands, or instructions or other feature that may have the effect or that could be used to access, track activity on, alter, delete, damage, deactivate, interfere with, disable or otherwise harm any Service or Deliverable or the County owned, licensed and/or leased computer hardware, software, code, systems, data, compilations of data, or other property.

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

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

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

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

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

ATTACHMENT C – MICRO MARKET SERVICE REQUIREMENTS

A. Contractor's Staff

1. All matters pertaining to the recruitment, screening, hiring, and retention shall be the responsibility of the Contractor. The Contractor shall comply with all applicable government regulations related to the employment, compensation and payment of personnel.
2. The Contractor shall employ sufficient and suitable staff to ensure micro markets are stocked appropriately including adequately trained relief personnel to substitute for absent employees.
3. The Contractor shall ensure all staff shall be readily identifiable as employees of the Contractor (by uniform or ID badge, etc.). All personnel shall maintain proper hygiene.
4. The County may, at any time, request in writing, the withdrawal or replacement of any personnel assigned to the resulting agreement and such request shall not be unreasonably refused by the Contractor.
5. The Contractor shall ensure the micro-markets shall not require any on-premise staffing. Customers shall be able to purchase items utilizing self-pay station(s).

B. Background Checks

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

1. All Contractor employees working on-site at the Adult Detention Center shall successfully pass a background check before first entering the facility. The background check will be conducted by and at the expense of the Ramsey County Sheriff's Office. Failure to comply may result in immediate termination of the resulting agreement. Any subcontractors, if authorized by the Sheriff's Office administrators or designee, must also pass a background check as described.
2. The Sheriff's Office administrator or designee shall have the sole right, at any time, to reject any such employee who it determines in its sole discretion poses a risk or potential risk to the security or operations of the Adult Detention Center.
3. All Contractor employees shall complete an orientation as defined by the Sheriff's Office administrator or designee. The Contractor and its employees will comply with all rules and regulations, policies and procedures, as well as any directives and/or orders by the Sheriff's Office administrators and staff. Any Contractor employee or subcontractor failing to comply with the aforementioned rules, regulations, policies, procedures, or

ATTACHMENT C – MICRO MARKET SERVICE REQUIREMENTS

directives may be escorted from the building and such action may be cause for termination of the resulting agreement.

C. Equipment

1. All equipment furnished by the Contractor shall be new, like new or refurbished with the most current tamperproof non-re-settable meters. New and like new equipment shall be no more than two (2) years old and refurbished equipment shall be no more than five (5) years old. All delivery and installation costs shall be the responsibility of the Contractor.
2. The Contractor shall provide a minimum of one (1) pay station at each location that accepts credit/debit/payment cards.
3. The Contractor, and their merchant services provider, shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). Contractor shall provide a current copy of the attestation of compliance (AOC) and shall provide annually.
4. All equipment shall be energy efficient or energy star rated.
5. All equipment must have the proper environmental controls to assure products are stored at the appropriate temperatures.
6. All equipment shall conform to all applicable local, State, and Federal safety laws and requirements.
7. All equipment shall be installed so as to present an attractive, flush-front, matched and uniform configuration.
8. All equipment shall be secured to provide for safe, secure operation and to prevent tipping or shifting.
9. The Contractor shall make necessary site visits to determine available space for equipment installation, available utility connections, and proposed arrangement, capacity, kiosks, displays, etc., prior to the commencement the resulting agreement.
10. All equipment shall be delivered, installed and operational at all locations no later than the anticipated system go live date on or about September 1, 2025.
11. The Contractor shall not add or place any equipment without prior written approval from the County.

ATTACHMENT C – MICRO MARKET SERVICE REQUIREMENTS

12. The County has the right to require the Contractor to replace any equipment that does not present an attractive and clean appearance or that do not meet the requirements in this RFP.

D. Equipment Maintenance and Repairs

1. The Contractor shall maintain, repair and keep all equipment in proper working order.
2. A program of inspection, preventive maintenance and regular replacement of worn, damaged or malfunctioning equipment shall be instituted and carried out by the Contractor.
3. The Contractor shall provide contact information to report problems and posted on all equipment. The County shall expect prompt service and resolution from the Contractor in response to equipment that is not operational, problems related to lost monies, equipment failure, or product complaints.
4. The Contractor shall have trained, competent service personnel available so that repairs will be accomplished within twenty-four (24) hours of initial notification by the County or customer.
5. Lost, stolen or damaged equipment or products shall be replaced or repaired at no cost to the County.
6. Product loss caused by any power outages is at Contractor's risk; County has no responsibility thereof.

E. Hours of Operation / Building Access

1. The Contractor shall ensure the hours of operation for the micro markets to be twenty-four (24) hours per day, seven (7) days per week.
2. All micro markets must be stocked during standard hours of operation (M-F 7:30am-4:30pm CST/CDT including County observed holidays).
3. Weekend stocking may be allowed only if previously arranged/scheduled with the County.

F. Post Award Pricing

1. Pricing shall not change during the first twelve (12) months after the commencement date of the resulting agreement. After the initial twelve (12) months, and annually thereafter on the anniversary of the agreement, the Contractor may submit a price change request to the County. All price change requests must be submitted in writing to the County forty-five (45) days prior to the date the requested changes will take effect and must be accompanied by appropriately documented market justification. Price

ATTACHMENT C – MICRO MARKET SERVICE REQUIREMENTS

changes will only be granted with written approval from the County. Any adjustments must be negotiated on an annual basis between the Contractor and the Adult Detention Center administrator or designee. In no event shall the percentage of increase exceed the allowable percent change passed on the Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers – Minneapolis-St. Paul-Bloomington, MN-WI, Food Away From Home. Labor Statistics. The increase will be based on the annual adjustment listed for the previous year or a cap of 3% whichever is less.

G. Product Offerings

Throughout the term of the resulting agreement, the Contractor should adjust product selection and stocking schedules based on actual sales results/customer preference.

The Contractor shall provide the following products, but not limited to:

1. Beverages

a. Cold Beverages

The following types of cold beverages must be stocked:

- A variety of Coca-Cola and/or Pepsi products (regular, diet/low-calorie, and caffeine free);
- Name brands of iced teas (regular, diet/low-calorie, and caffeine free);
- Name brands of juices and include a variety of 100% pure juices and less expensive juice blend beverages (regular, and diet/low-calorie);
- Name brands of bottled water, flavored and vitamin enriched water;
- Gatorade, name brand energy drinks, and/or similar sport drink beverage products (regular, and diet/low-calorie).

All beverages must be provided in 12 and/or 16 oz. recyclable aluminum cans and/or 20 oz. plastic bottles.

2. Healthy Choices

The County has a wellness program in place for all employees providing them the opportunity to obtain and track information on key health indicators, and to participate in fitness, nutrition, and other wellness type programming. Therefore, the County requires a selection of healthy choices to be stocked in the micro-markets.

3. Snacks

The Contractor shall stock a variety of pre-packaged brand name products including but not limited to: chips (regular, baked potato chips, corn chips), crackers, cookies, pastries, popcorn, pretzels, nuts, candy, candy bars, and meat and cheese products.

4. Additional Product Offerings

ATTACHMENT C – MICRO MARKET SERVICE REQUIREMENTS

The Contractor may offer and provide additional food and beverage products that may be cold or heated. Cold products offerings may include, but are not limited to: sandwiches, salads, fruit. Heated products may include, but are not limited to: breakfast, lunch, and dinner foods, soup products, and other heat and eat entrée items.

H. Quality Control

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

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

I. Reports

1. The Contractor shall be able to report monthly to the County a usage report (MS Excel format) summarizing item usage that shall include at least the following information:
 - a. Description of items purchased
 - b. Quantity of items purchased
 - c. Frequency of items purchased
 - d. Individual cost per item
 - e. Monthly total cost per item
 - f. Year to date quantity per item
 - g. Year to date total cost per item
2. The Contractor shall provide usage reports at each monthly in-person meeting at the Adult Detention Center.
3. The County reserves the right to request additional reports as needed.

J. Sanitation/Debris Removal

1. Sanitation - The Contractor shall maintain in a sanitary condition all equipment both inside and outside.

ATTACHMENT C – MICRO MARKET SERVICE REQUIREMENTS

2. Debris Removal - The Contractor shall remove all waste packaging, master cartons, boxes, etc., from the service and storage areas.

K. Security Provisions to Prevent Product Theft and Tampering

1. The Contractor bears all risk for product loss, including caused by theft or product tampering. Contractor's proposal should include security provisions included in its micro-market that help deter/prevent theft and tampering.

L. Signage

1. The Contractor will be responsible for the cost and installation of any signs, advertising, or promotions, etc. All signs, advertising or promotions must be approved by the County.

M. Stocking Schedule

1. The Contractor shall submit with their RFP response submittal their schedule for stocking the micro markets. The schedule shall be approved by the Adult Detention Center's administrator or designee.
2. The Contractor shall ensure that stocking services do not decrease due to a holiday.

N. Utilities, Pest Control, and Janitorial Cleaning

1. The County will provide electricity, lighting, heating and air conditioning to designated premises; however, the County will not be liable for any problems, loss of product, etc. arising from a temporary interruption of service, power failure or like causes. The County will be diligent in restoring service following an interruption.
2. The County shall be responsible for the costs of insect and pest control in the micro-market and storage areas.
3. The County will provide janitorial cleaning services for hallways and floors in the micro-market service area. However, the Contractor shall be responsible for cleaning of its micro-market machines/equipment/service counters/supplies, etc.

O. Other Requirements:

1. Refunds/Returns – The Contractor shall be responsible for reimbursing customers for money lost through equipment malfunction and stale or spoiled products. Contractor shall provide a method for providing refunds. Details regarding Contractor's reimbursement method(s) shall be outlined in their proposal.
2. Microwave Ovens – Where food products are sold that require/allow for heating, the Contractor will be required to provide microwave ovens; minimum of one (1) unless otherwise agreed upon. Microwave ovens shall be commercial grade, Energy Star rated, and designed to comply with all applicable regulations and standards. Contractor must clean on a regular basis and service or replace microwaves when needed.
3. Inventory Rotation

PROFESSIONAL SERVICES AGREEMENT #: RC-000664

ATTACHMENT C – MICRO MARKET SERVICE REQUIREMENTS

- a. Contractor shall be responsible for ensuring that all equipment is serviced regularly to ensure that product is fresh, free from defect/spoilage and does not exceed code date or expiration date.
 - b. Products should be rotated on a regular basis to provide variety to the customer. An ample stock of products is to be maintained in all kiosks during each day. Products found to be below standards or quality due to age, freshness, size or taste, shall be removed immediately, upon discovery or upon demand of the County, and replaced with fresh products.
 - c. Labeling of all products shall comply with all applicable regulations for packaging, labeling, ingredient listing and standards. All perishable food shall be marked with an expiration date or code.
 - d. The Contractor shall be responsible for all loss of stale products, spoilage and shrinkage and shall not penalize the County for such losses.
4. Damage to Property – Any damage or destruction to the County's property and/or equipment/supplies due to acts, errors, or omissions of the Contractor, or their employees or agents, must be promptly reported to County's designee. Contractor is financially responsible for any such damage. The County will make all necessary repairs or replacement and Contractor shall promptly reimburse the County for any and all costs.
5. Supplies
County personnel will not assist in unloading or transferring products to the micro-market.
6. Additional Services - The County reserves the right throughout the term of the resulting Agreement to add, delete or acquire other products or services that the Contractor can supply that are similar to, but not specifically called for in this solicitation. Any contract amendments for the additional products or services will pertain only to those requested and will not result in any further renegotiation of the existing contract terms and conditions.

ATTACHMENT D - PRODUCT AND PRICING LIST

All products with pricing, item size, and brand name

PRODUCT	PRICE
Awake Caffeinated Chocolate w/Caramel Bar	\$2.75
Black Forest Juicy Burst 2.25 oz	\$1.25
Butterfinger 1.9oz	\$1.75
Haribo Gummy Bears Gold 5 oz	\$2.50
Hershey's Heath Bar 1.4 oz	\$1.75
Jolly Rancher Gummies 7 oz	\$3.00
Kit Kat BigKat 1.5 oz	\$1.75
M&M's Peanut 1.74 oz	\$1.75
M&M's Peanut Butter Chocolate 1.63 oz	\$1.75
Milky Way 1.84 oz	\$1.75
Pearson's Salted Nut Roll 1.8 oz	\$1.75
Reese's Peanut Butter Cups 1.5 oz	\$1.75
Skittles Fruit 2.17 oz	\$1.75
Skittles Gummies Original 5.8 oz	\$3.00
Snickers 1.86 oz	\$1.75
Swedish Fish 3.6oz	\$1.75
Trolli Sour Brite Crawlers 5oz	\$2.50
Trolli Sour Brite Crawlers Minis 2oz	\$1.75
Twix Caramel Cookie Bar 1.79 oz	\$1.75
Cheetos Crunchy LSS 2 oz	\$1.09
Cheetos Flaming Hot LSS 2 oz	\$1.09
Chex Mix Cheddar 3.75 oz	\$2.50
Doritos - Spicy Sweet Chili - 1.75Oz	\$1.09
Doritos Cool Ranch LSS	\$1.09
Doritos Nacho Cheese Chip LSS 1.75 oz	\$1.09
Doritos Sweet & Tangy BBQ 1.75oz	\$1.09
Fritos Flavor Twists Honey BBQ 2 oz	\$1.09
Fritos Original LSS 2 oz	\$1.09
Funyuns Onion Snacks 1.875 oz	\$2.00
Herr's Jalapeno Poppers Cheese Curls 1 oz	\$1.09
Lay's Baked Original 1.125oz	\$1.09
Lay's Classic LSS 1.5 oz	\$1.09
Lay's Sour Cream & Onion LSS 1.5 oz	\$1.09
Miss Vickie's Jalapeno 1.3 oz	\$1.09
Miss Vickie's Sea Salt & Vinegar 1.3 oz	\$1.09
Miss Vickie's Smokehouse BBQ 1.3 oz	\$1.09
Miss Vickie's Spicy Dill Pickle 1.37oz	\$1.09
Munchies Flamin' Hot 2 oz	\$1.09
Oven Baked Ruffles Cheddar & Sour Cream 1.125 oz	\$1.09
Porkie Hot Pork Rinds 1.75 oz	\$1.09

Pringles Mingles Sharp White Cheddar & Ranch 2 oz	\$2.00
Pringles Original 2.36 oz	\$2.00
Pringles Pizza 2.5 oz	\$2.00
Pringles Sour Cream & Onion 2.5 oz	\$2.00
Ruffles Cheddar & Sour Cream 1.5 oz	\$1.09
Sun Chips Garden Salsa 1.5 oz	\$1.09
Sun Chips Harvest Cheddar 1.5 oz	\$1.09
TGIF Potato Skins Sour Cream & Onion 3 oz	\$2.25
Tostitos Crispy Rounds 3 oz	\$1.09
Fairlife 2% Chocolate Milk 14oz	\$3.09
Fairlife 2% Reduced Fat Strawberry Milk 14oz	\$3.09
Fairlife 2% Milk 14oz	\$3.09
Blue Bunny Strawberry Shortcake Ice Cream Bar 4 oz.	\$2.25
Blue Bunny Big Neapolitan Bar 6 oz	\$2.25
Cheesewich Colby Jack & Hard Salami 2.5oz	\$3.25
Cheesewich Pepper Jack & Hard Salami 2.5oz	\$3.25
Chobani Greek Yogurt Blueberry 5.3 oz	\$2.99
Chobani Greek Yogurt Strawberry Banana	\$2.99
Don Miguel Chicken & Cheese Burrito 7 oz	\$3.25
Easy Eggs 2ct 3.17oz	\$2.25
El Monterey XXL Red Hot Beef & Bean Burrito 10 oz	\$3.25
Fresh Seasons Turkey Club Wrap	\$6.25
Fresh Seasons Chef Salad	\$6.29
Fresh Seasons Chicken Caesar Wrap	\$6.25
Fresh Seasons Chicken Patty Burger	\$4.89
Fresh Seasons Chicken Salad Sandwich	\$4.50
Fresh Seasons Cranberry & Alm Pasta Salad	\$4.50
Fresh Seasons Egg Salad Sandwich	\$4.50
Fresh Seasons Ham & Cheddar Sliders	\$4.75
Fresh Seasons Ham & Cheese Sandwich	\$4.75
Fresh Seasons Ham & Swiss on Pretzel Bun	\$6.09
Fresh Seasons Ham, Egg, & Cheese Croissant	\$5.19
Fresh Seasons Cheese Burger	\$5.09
Fresh Seasons Chicken Caesar Salad	\$6.29
Fresh Seasons Roast Beef Reuben Sandwich	\$6.75
Fresh Seasons Sausage, Egg & Cheese Muffin	\$4.25
Fresh Seasons Turkey Club	\$6.75
Fresh Seasons Italian Ciabatta Melt	\$5.29
Fresh Seasons Power Pack	\$5.25
Fresh Seasons Roast Beef & Cheddar Croissant	\$5.50
Fresh Seasons Roast Beef Cheddar Melt	\$5.50
Fresh Seasons Spicy Italian Hoagie	\$5.29
Fresh Seasons Triple Double Breakfast Sandwich	\$4.89

Fresh Seasons Turkey & Cheddar Sliders	\$4.75
Fresh Seasons Turkey & Cheese Sandwich	\$4.75
Fresh Seasons Turkey Onion & Chive on Bagel Sandwich	\$5.99
Fresh Seasons Yogurt, Granola & Blueberry Parfait	\$4.75
Grand Prairie Searin' Sriracha Bowl	\$4.75
Hillshire Genoa Salame Small Plate 2.76oz	\$5.00
Hillshire Italian Dry Salame	\$5.00
Hormel Compleats Chicken Alfredo 10 oz	\$4.50
Hormel Compleats Chicken Breast & Gravy with Mashed Potatoes	\$4.50
Jack Link's Cold Crafted Beef & Pepperjack 1.5 oz	\$2.75
Maruchan Instant Lunch Chicken 2.25 oz	\$1.00
Maruchan Instant Lunch Hot & Spicy Beef 2.25 oz	\$1.00
Maruchan Instant Lunch Hot & Spicy Chicken 2.25 oz	\$1.00
Maruchan Yakisoba Teriyaki Beef 4.0 oz	\$2.25
Oh Snap! Pickling Co. Dilly Bites 3.5 oz	\$2.00
P3 Turkey Almonds Colby Jack 2oz	\$3.50
Pierre Classic Grilled Cheese Sandwich 4.1 oz	\$4.25
Sargento Balanced Breaks Pepper Jack Cheese & Ritz - 1.5oz	\$2.25
Smucker's Uncrustable PB & Grape 2oz	\$1.89
Famous Amos Cookie Chocolate Chip 2 oz	\$1.09
Grandma's Chocolate Brownie Cookies 2.5 oz	\$1.09
Great Northern Baking Company Chocolate chip cookie	\$2.50
Great Northern Baking Company M&M Cookie	\$2.50
Keebler Fudge Stripe Minis 2oz	\$1.09
Austin Cheese Crackers with Cheddar Cheese 1.38 oz	\$1.09
Cheez-It Grooves Sharp White Cheddar 3.25 oz	\$2.89
Cheez-It Grooves Zesty Cheddar Ranch 3.25 oz	\$2.89
Cheez-It Snap'd Cheddar Sour Cream & Onion 2.2 oz	\$2.89
Cheez-It Snap'd Double Cheese 2.2 oz	\$2.89
Aquafina Water Bottle 20 oz	\$1.50
Arizona Fruit Punch Can 22 oz	\$1.75
Arizona Green Tea with Ginseng and Honey Can 22 oz	\$1.75
Arizona Watermelon Can 23 oz	\$1.75
Bang Blue Razz 16 oz	\$3.29
Bang Peach Mango 16 oz	\$3.29
Barq's Root Beer Bottle 20 oz	\$2.29
Body Armor Orange Mango 16 oz	\$2.89
Body Armor Strawberry Banana 16 oz	\$2.89
Bubbl'r Pitaya Berry Nect'r 12 oz	\$2.50
Bubbl'r Twisted Elix'r 12oz	\$2.50
Celsius Galaxy Vibe 12oz	\$3.50
Celsius Peach Vibe 12 oz	\$3.50
Celsius Retro Vibe 12oz	\$3.50

Celsius Tropical Vibe can 12 oz	\$3.50
Cherry Coke Bottle 20 oz	\$2.29
Coke Bottle 20 oz	\$2.29
Coke Can 12 oz	\$1.50
Dasani Water Bottle 20 oz	\$1.50
Diet Coke Bottle 20 oz	\$2.29
Diet Coke Can 12 oz	\$1.50
Diet Dr. Pepper Bottle 20 oz	\$2.29
Diet Mountain Dew Bottle 20 oz	\$2.29
Diet Mountain Dew Can 12 oz	\$1.50
Diet Pepsi Bottle 20 oz	\$2.29
Dole Strawberry Lemonade 20 oz	\$2.29
Dr. Pepper Bottle 20 oz	\$2.29
Gatorade Cool Blue Bottle 20 oz	\$2.29
Gatorade Frost Glacier Freeze Bottle 20 oz	\$2.29
Gatorade Frost Riptide Rush Bottle 20 oz	\$2.29
Gatorade Lemon Lime Bottle 20oz	\$2.29
Ghost Energy Sour Patch Kids Blue Raspberry	\$3.50
Lipton Brisk Lemon Iced Tea Bottle 20 oz	\$2.29
Manzanita Sol 12 oz	\$1.50
Minute Maid Orange Juice 12 Oz	\$2.25
Minute Maid Apple Juice 12oz	\$2.25
Minute Maid Cranberry/Apple/Raspberry Juice 12 oz	\$2.25
Monster Energy Juice Viking Berry 16 oz	\$3.29
Monster Energy Ultra Strawberry Dreams 16 oz	\$3.29
Monster Energy Ultra Vice Guava 16 oz	\$3.29
Monster Green Can 16 oz	\$3.29
Monster Juice Pacific Punch 16 oz	\$3.29
Monster Ultra Blue Hawaiian 16oz	\$3.29
Monster Ultra Sunrise Can 16 oz	\$3.29
Monster Ultra Zero 16 oz	\$3.29
Mountain Dew Baja Blast 20 oz	\$2.29
Mountain Dew Bottle 20 oz	\$2.29
Mountain Dew Can 12 oz	\$1.50
Mountain Dew Code Red Bottle 20 oz	\$2.29
Mountain Dew Livewire 20 oz	\$2.29
Mountain Dew Voltage Bottle 20 oz	\$2.29
Mountain Dew Zero Baja Blast 20oz	\$2.29
NOS Energy Drink 16oz	\$3.29
NOS Grape 16oz	\$3.29
Naked Blue Machine 15.2 oz	\$5.25
Naked Mighty Mango 15.2 oz	\$5.25
Naked Strawberry Banana 15.2oz	\$5.25

Pepsi Bottle 20 oz	\$2.29
Pepsi Wild Cherry Bottle 20 oz	\$2.29
Pepsi Zero Wild Cherry 12oz	\$1.50
Pure Leaf Raspberry Tea Bottle 18.5 oz	\$2.50
Pure Leaf Sweet Tea Bottle 18.5 oz	\$2.50
Pure Leaf Unsweetened Lemon Tea 18.5 oz	\$2.50
Red Bull Can 12 oz	\$4.09
Red Bull Can 8.4 oz	\$3.50
Red Bull Sugar Free Can 8.4 oz	\$3.50
Red Bull Yellow Edition Tropical Can 12 oz	\$4.09
Reign Storm Strawberry Apricot	\$3.29
Reign Storm Valencia Orange	\$3.29
Rockstar Boom Whipped Strawberry 16oz	\$3.29
Rockstar Pure Zero Silver Ice Can 16 oz	\$3.29
Smart Water 9.5+pH Alkaline 20 oz	\$2.29
Smart Water Bottle 20 oz	\$2.29
Sprite Bottle 20 oz	\$2.29
Sprite Zero Bottle 20oz	\$2.29
Starbucks DoubleShot Energy Caramel Can 15 oz	\$5.50
Starbucks DoubleShot Energy Vanilla Can 15 oz	\$5.50
Starbucks Mocha Frappuccino Bottle 13.7 oz	\$5.50
Tahiti Treat Fruit Punch Bottle 20 oz	\$2.29
V8 100% Vegetable Juice 12 oz Bottle	\$2.00
Vitamin Water Power C Dragonfruit Bottle 20 oz	\$2.29
Vitamin Water Refresh Tropical Mango 20oz	\$2.29
Vitamin Water XXX Bottle 20 oz	\$2.29
Bellisio Michelina's Pizza Snack Rolls Pepperoni 6 oz	\$2.50
Big AZ Rack O Ribs 8.6 oz	\$4.50
Blue Bunny Chips Galore Ice Cream Sandwich 4.5 oz	\$2.25
Blue Bunny Classics Vanilla Ice Cream Sandwich 3.5oz	\$1.75
Blue Bunny Cookies N Cream Ice Cream Sandwich 4.5 oz	\$2.25
Grand Prairie Foods Pepperoni Pizza Calzone 7.5 oz	\$4.09
Hot Pockets Pepperoni Pizza 4 oz	\$2.25
Lean Cuisine Lasagna with Meat Sauce 10.5 oz	\$4.25
Pierre Spicy Breaded Chicken w/Cheese	\$4.50
Snickers Ice Cream Bar King Size 3.13 oz	\$2.25
Stouffer's Classics Chicken Parmesan 12oz	\$5.39
Stouffer's Macaroni & Cheese 12 oz	\$4.99
White Castle Cheeseburger 2 Pk. 3.66 oz	\$2.99
Clif Bar Chocolate Chip 2.4 oz	\$3.09
Clif Bar Crunchy Peanut Butter 2.4 oz	\$3.09
Gatorade Protein bar Cookies & Cream 2.8oz	\$3.75
Nature Valley Oats and Honey Granola Bar 1.5 oz	\$1.25

Orbit Wintermint Gum 2.25oz	\$2.25
Wrigley's Orbit Spearmint Gum 2.25oz	\$2.25
Jack Links Tender Bites Original 1 oz	\$2.75
Jack Links Tender Bites Teriyaki 1 oz	\$2.75
Klement's Beef Snack Sticks Pack	\$3.99
XVL SmartFood Doritos Popcorn 1.62oz	\$2.29
Best Maid Peanut Butter Crispy 2.8 oz	\$1.75
Big Texas Cinnamon Roll 4 oz	\$1.75
Cloverhill Strawberry Cheese Danish 4.25 oz	\$1.85
Little Debbie Cosmic Brownie 4 oz	\$1.09
Mrs Freshley's Donut Sticks Glazed 2.75 oz	\$1.75
Mrs. Freshley's Chocolate Cupcakes 2pk 4 oz	\$1.75
Mrs. Freshley's Chocolate Mini Donuts 3.3 oz	\$1.75
Mrs. Freshley's Crunch Mini Donuts 3.4 oz	\$1.75
Mrs. Freshley's Jumbo Honey Bun Original 5 oz	\$1.75
Mrs. Freshley's Powdered Mini Donuts 3 oz	\$1.75
Ne-Mo Banana Bread 4 oz	\$2.25
Ne-Mo Double Chocolate Bread 4 oz	\$2.25
Ne-Mo's Coffee Cake	\$2.25
Otis Spunkmeyer Chocolate Chip Muffin 4 oz	\$2.09
Otis Spunkmeyer Wild Blueberry Muffin 4 oz	\$2.09
Pop Tart Strawberry 3.67 oz	\$1.75
Pop Tarts Smores 3.67oz	\$1.75
Rice Krispies Treats Orig 2.13 oz	\$1.75
Blue Diamond Almonds Bold Habanero BBQ	\$1.75
Blue Diamond Almonds Smokehouse 1.5 oz	\$1.75
Blue Diamond Roasted Salted Almonds 1.5 oz	\$1.75
H K Anderson Peanut Butter Filled Pretzel Nuggets 2.5 oz	\$1.89
Jack Link's All American Beef & Cheese 1.2 oz	\$2.35
Kar's All Energy Trail Mix 2 oz	\$1.50
Kar's Cranberry Almond Delight 3 oz	\$1.50
Kar's Nut Sweet N Salty Mix 2oz	\$1.09
Mrs Freshley's Buddy Bars Peanut Butter Wafers 3 oz	\$1.75
Nissin Bowl Noodles Hot and Spicy Chicken 3.32 oz	\$2.25
Oh Snap! Pickling Co. Sassy Bites 3.25 oz	\$2.00
Planters Lightly Salted Peanuts 2 oz	\$1.09
Snyder's Honey Mustard & Onion Pieces 2.25 oz	\$1.09
Snyder's Mini Pretzels 2.25 oz	\$1.09
Sweetwood Fatty Honey BBQ Meat Stick 2 oz	\$3.75
Tostitos Nacho Cheese Dip 3.65 oz	\$1.89
Von Hanson's Dill Ranch Pretzels 4oz	\$3.50

PROFESSIONAL SERVICES AGREEMENT #: RC-000664**Exhibit 1 - CJIS Security Addendum**

This Security Addendum is an agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of the Sheriff's Office and Taher, Inc. This Security Addendum is in support of a contract between the Contracting Government Agency and the Contractor for the provision of services that require compliance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Systems Security Policy (CJIS Security Policy).

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.0 Definitions.

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor- a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

1.03 Contract – the primary agreement between the CGA and the Contractor for the provision of services.

2.00 Responsibilities of the Contracting Government Agency.

PROFESSIONAL SERVICES AGREEMENT #: RC-000664**Exhibit 1 - CJIS Security Addendum**

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgment may be signed by hand or via digital signature (see CJIS Security Policy glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and the Contractor.

4.02 Security violations can justify termination of the Contract between the CGA and the Contractor.

4.03 Upon notification, the CSO and FBI reserve the right to:

- a. Investigate or decline to investigate any report of unauthorized use;
- b. Suspend, or terminate access and services, including telecommunications links. The CSO will provide the CGA with timely written notice of any action taken. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the CSO or FBI by the CGA. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit.

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum or the Contract.

6.00 Scope and Authority.

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; (4) Title 28, Code of Federal Regulations, Part 20; and (5) the Contract. The parties are also subject to applicable federal and state laws and regulations.

PROFESSIONAL SERVICES AGREEMENT #: RC-000664
Exhibit 1 - CJIS Security Addendum

minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the Contract which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the Contract without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Assistant Director
Criminal Justice Information Services Division, FBI
1000 Custer Hollow Road
Clarksburg, West Virginia 23606

Taher, Inc.

Ramsey County

Signature of officer

Signature

Printed Name & Title

Printed Name & Title

Date

Date

PROFESSIONAL SERVICES AGREEMENT #: RC-000664
Exhibit 2 - CJIS Security Addendum Certification

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than the execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

_____	_____
Printed Name/Signature of Contractor Employee	Date

_____	_____
Printed Name/Signature of Contractor Representative	Date

Organization and Title of Contractor Representative

Board of Commissioners

Request for Board Action

Item Number: 2025-228

Meeting Date: 6/24/2025

Sponsor: Sheriff's Office

Title

Acceptance of Legislative Grant for Capitol Area Public Safety and Livability Initiative

Recommendation

1. Accept the legislative grant from the State of Minnesota for Capitol Area Community Vitality for the period of July 1, 2025 through June 30, 2029 in the amount of \$3,000,000.
2. Authorize the County Manager to establish the Capitol Area Community Vitality project account.
3. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Background and Rationale

The Minnesota Legislature appropriated \$3,000,000 in fiscal year 2026 from the Capitol Area Community Vitality Account to the Commissioner of Administration for a legislative grant to Ramsey County for the Ramsey County Sheriff to implement a coordinated public safety and livability plan in the Capitol Area. This funding is available July 1, 2025 and must be spent by June 30, 2029.

Under this appropriation, the coordinated plan must be developed in partnership with the Capitol Area Architectural and Planning Board (CAAPB) and community partners to improve the livability, economic health, and safety of communities within the Capitol Area (excluding state-owned buildings and state leased-to-own buildings in the Capitol Area). The coordinated effort must also focus specifically on public safety, youth and family programming, street and neighborhood cleanup and ambassadors. The appropriation also requires the Ramsey County Sheriff's Office to consult the Commissioner of Public Safety in matters involving the Capitol complex prior to the expenditure of funds.

As part of this work, the Sheriff's Office will coordinate efforts with the CAAPB, Ramsey County, the City of Saint Paul, and community providers. The Sheriff's Office has met with CAAPB and state officials to co-develop a funding plan. The funding plan details anticipated expenditures over a three-year period and includes personnel (two full-time deputy sheriffs and four full-time community service officers) and contracted services as well as administrative overhead.

For reference, CAAPB is a Minnesota state agency responsible for guiding the development and design of the Capitol Area in Saint Paul, which includes about 60 blocks surrounding the State Capitol. The Capitol Area is designated by state law (Minnesota Statutes, section 15B.02) includes the business and homes around the Minnesota State Capitol. The Capitol Area's statutory boundaries include Pennsylvania Avenue to Interstate and Jackson Street to Marion Street. Established to preserve the area's architectural integrity and character, CAAPB oversees zoning, urban planning, and design standards for public and private development within the area. It reviews proposed buildings, memorials, and renovations to ensure they align with long-term planning goals. Governed by a 12-member board, including appointees from the Governor, Legislature, and City of Saint Paul, CAAPB works collaboratively with government agencies and community to ensure the Capitol Area remains a safe, accessible, and vibrant space.

County Goals (Check those advanced by Action)

☒ Well-being ☒ Prosperity ☒ Opportunity ☒ Accountability

Racial Equity Impact

The initiative directly services underserved communities in the Capitol Area, addressing disparities in safety and access to resources through violence prevention and youth engagement, supporting Ramsey County's commitment to equitable and inclusive communities.

Community Participation Level and Impact

The Minnesota Legislature proposed, and the Governor signed into law, this appropriation. The Minnesota House of Representative, the Minnesota State Senate, and Governor are comprised of elected officials with frequent contact with constituents. The Sheriff's Office will collaborate with CAAPB and community partners, consulting residents and involving stakeholders to co-design programs, with updates shared via county channels.

☒ Inform ☒ Consult ☒ Involve ☒ Collaborate ☒ Empower

Fiscal Impact

Funding in the amount of \$3,000,000 from the Capitol Area Community Vitality Account is available July 1, 2025 and must be spent by June 30, 2029. There is no county match required. An administrative overhead of 5% for the Sheriff's Office in administering this grant will also be charged. Grant activity, including revenue and expenses, will be tracked in grant/project account to ensure transparency and support financial reporting.

Last Previous Action

None.

Attachments

None.

Board of Commissioners

Request for Board Action

Item Number: 2025-256

Meeting Date: 6/24/2025

Sponsor: County Attorney's Office

Title

Grant Agreement with the Minnesota Department of Public Safety for the Crossover/Dual Status Youth Grants 2025 Program

Recommendation

1. Ratify the submittal of the grant application to the Minnesota Department of Public Safety for the Crossover/Dual Status Youth Grants 2025 Program.
2. Accept a grant award and approve a grant agreement with the Minnesota Department of Public Safety for the Crossover/Dual Status Youth Grants 2025 Program for the period upon execution to June 30, 2026 in the amount of \$300,000.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to establish the budget for the Minnesota Department of Public Safety for the Crossover/Dual Status Youth Grants 2025 Program in the County Attorney's Office.
5. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Background and Rationale

With a grant budget of \$300,000, County Attorney's Office (RCAO) plans to use: \$51,000 for technical assistance, assessment, and development; \$150,000 for a full-time navigator, and \$99,000 for community-based services.

RCAO's goal is to improve the response to youth who 'cross over,' i.e. are referred to the delinquency system who have a history of abuse, neglect or involvement in the child protection system. The **technical assistance funding** will enable RCAO to create a comprehensive plan for youth who are referred for domestic violence charges, missing (runaway), and youth who are at risk of being deemed incompetent as youth in these circumstances are often held at the Juvenile Detention Center (JDC) for long periods of time. Currently, families may wait weeks or more before they hear from a provider or system partner. RCAO's focus is to strengthen communication with families/caregivers who are reluctant to pick up their child from the JDC, lessening the response time for families in crisis and time the youth remain at the JDC. To achieve this, the Navigator will work closely with JDC staff, who already assess some of a youth's needs through their Risk Assessment Instrument (RAI) at the time of intake. Currently, JDC staff assess a youth's documented history of running away from home or placement within the last 24 months. Additionally, staff also assess prior offense history and mitigating factors, such as if a parent or guardian will take custody and deliver youth to court if applicable, which the Navigator may use to perform a preliminary assessment of the types of services needed. Youth and their families will have direct access to the Navigator, providing regular feedback about their care plan.

Hiring a full-time Youth Navigator will enable RCAO to consult with attorneys, social workers, JDC staff, community, and court to identify crossover youth and coordinate a unique care plan for them and their families. To do so, this Navigator will work closely with RCAO's Youth Services Coordinator (who supports the

community providers) and Restorative Outreach and Support Coordinator (who engages families), in addition to collaborating with the youth's school community to improve attendance. Ultimately, this team will create a holistic care plan working towards family stability, ensuring that resources are available, and services are rendered where needed.

Service funding will enable RCAO to expand community-based services to address the needs of youth suffering from intrafamilial violence and enhance restorative responses through circle dialogue. Depending on the needs and types of services provided, RCAO expects this funding to serve around 50 to 75 youth and families. These youth, under the traditional system, would have been petitioned to court. This dedicated funding will allow RCAO to invest in new culturally responsive community-based organizations trained to respond to domestic violence. Keeping youth connected to their families and communities while ensuring safety through wrap-around services, conflict resolution, mental health services will help reduce unnecessary confinement of youth engaging in intrafamilial violence.

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☒ Opportunity

☐ Accountability

Racial Equity Impact

As young people referred to the justice system, finding themselves at JDC due to intrafamilial violence, largely identify as Black/African American, this effort, if successful, will significantly reduce disparities in terms of who is being confined and unnecessary confinement at the JDC, ideally addressing the underlying issues driving the violence, so families can stay together and out of the justice system.

Community Participation Level and Impact

As with all of RCAO's efforts to (re)imagine justice for youth, staff are engaging community in co-design, governance, decision-making and responding to the challenges involving youth in the community. This is an expansion of those efforts, in collaboration with Youth Justice Transformation, to address an area of significant need driving detentions in JDC.

☒ Inform

☒ Consult

☒ Involve

☒ Collaborate

☐ Empower

Fiscal Impact

State grant funding will fund the costs associated with personnel services and professional services under this grant in the County Attorney's Office budget. RCAO will hire a limited duration 1.0 FTE Planning Specialist under this grant award.

Last Previous Action

None.

Attachments

1. Grant Agreement - Crossover/Dual Status Youth Grants 2025 Program



Grant Contract Agreement

Page 1 of 2

Minnesota Department of Public Safety ("State") Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Crossover/Dual status Youth Grants 2025 Grant Contract Agreement No.: A-CODSY-2025-RAMSEYAO-007
Grantee: Ramsey County Attorney's Office 360 Wabasha Street N, Suite 100 St. Paul, Minnesota 55102	Grant Contract Agreement Term: Effective Date: 06/16/2025 Expiration Date: 06/30/2026
Grantee's Authorized Representative: Ling Becker, County Manager Ramsey County Attorney's Office 15 Kellogg Boulevard W., Suite 250 St. Paul, Minnesota 55102 (651) 266-3028 kevin.fleming@ramseycounty.us	Grant Contract Agreement Amount: Original Agreement \$300,000.00 Matching Requirement \$0.00
State's Authorized Representative: Precious Lowery, Grant Manager Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (612) 418-4349 Precious.lowery@state.mn.us	Federal Funding: CFDA/ALN: None FAIN: N/A State Funding: Minnesota Session Laws of 2023, Chapter 52, Article 2, Section 3, Subdivision 8. Special Conditions: None

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

Term: Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2025 Crossover/Dual Status Youth Grants 2025 ["Application"] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota 55101-2139. The Grantee shall also comply with all requirements referenced in the 2025 Crossover/Dual Status Youth Grants 2025 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

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

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



Grant Contract Agreement

Page 2 of 2

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

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

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCYSigned: _____
(with delegated authority)

Title: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-CODSY-2025-RAMSEYAO-007/3-104653Project No.(indicate N/A if not applicable): N/A**2. GRANTEE**

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

Signed: _____

Print Name: Rafael OrtegaTitle: Board Chair

Date: _____

Signed: _____

Print Name: _____

Title: Chief Clerk

Date: _____

Signed: _____

Print Name: John J. ChoiTitle: County AttorneyDate: 6.18.25

Signed: _____

Print Name: Stacey D'AndreaTitle: Assistant County AttorneyDate: 6/18/25

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Crossover/Dual Status Youth Grants 2025

EXHIBIT A

Organization: Ramsey County Attorney's Office

A-CODSY-2025-RAMSEYAO-007

Budget Summary

CDSY: Bridging Justice and Support for Crossover Youth in Ramsey County				
Budget Category	Award			
Personnel				
Planning Specialist	\$128,099.00			
Total	\$128,099.00			
Payroll Taxes and Fringe				
Payroll Taxes and Fringe	\$21,901.00			
Total	\$21,901.00			
Contract Services				
Community Based Services	\$99,000.00			
Technical Assistance Assessment and Development	\$51,000.00			
Total	\$150,000.00			
Total	\$300,000.00			

Board of Commissioners

Request for Board Action

Item Number: 2025-257

Meeting Date: 6/24/2025

Sponsor: County Attorney's Office

Title

Grant Agreement with the Minnesota Office of Justice Programs for the Restorative Practices Initiatives Grant Program 2025

Recommendation

1. Ratify the submittal of the grant application to the Minnesota Office of Justice Programs for the Restorative Practices Initiatives Grant Program 2025.
2. Accept a grant award and approve a grant agreement with the Minnesota Office of Justice Programs for the Restorative Practices Initiatives Grant Program 2025 for the period of August 1, 2025 to January 31, 2027 in the amount of \$450,000.
3. Authorize the Chair and Chief Clerk to execute the grant agreement when the State of Minnesota presents a final grant agreement for execution to Ramsey County provided that the terms and conditions of the final grant agreement remain substantially similar to the terms and conditions of the draft grant agreement.
4. Authorize the County Manager to establish the budget for the Minnesota Office of Justice Programs for the Restorative Practices Initiatives Grant Program 2025 in the County Attorney's Office upon the execution of the final grant agreement.
5. Authorize the County Manager to enter into agreements and execute amendments to agreements in accordance with the county's procurement policies and procedures, provided the amounts are within the limits of the grant funding.

Background and Rationale

The Ramsey County Attorney's Office (RCAO) has been committed to transforming the county's justice system to be more restorative by sharing power with the most impacted communities in co-designing and (re)imagining justice for youth through collaborative decision-making, and in responding to harmful behavior through community-based accountability that better serves victims, youth, and their families. For nearly 6 years, RCAO has been co-leading, with community restorative practitioners from the most impacted community and system partners - an effort RCAO calls (Re)Imagining Justice for Youth (RJY) - to produce transformative, sustainable systems change. RCAO's goal is to transform responses in the justice system to be restorative, developmentally appropriate; empower the community; acknowledge and address underlying causes of behavior; provide youth meaningful opportunities to repair harm caused; and connect youth to resources and support to reduce racially disparate outcomes, and provide safety, healing, and wellness for all.

As RCAO and its RJY remain focused on continuous improvement, additional resources are needed to expand RJY efforts. To-date, RCAO has relied on stretching and repurposing the existing resources and supplementing with one-time funding to do this work. RCAO has finally reached the point where this strategy is no longer adequate to meet the needs, much less expand RCAO's efforts.

RCAO's initial vision was for all delinquency cases coming into the office, following legal sufficiency screening, to be collaboratively reviewed. Collaborative review consists of an attorney from the RCAO office, a public defender, and a community representative from the most impacted community, who jointly review cases

referred from law enforcement, with a county social worker informing the process, to determine whether to send the case back to the parent/caregiver, as no system involvement is necessary; send directly to community-based accountability (CBA - one of the restorative community providers); petition the case to court and then refer it for CBA; or petition it and send it the traditional court route. Cases are then referred to restorative providers for CBA and the youth services coordinator works with them to support the young person's success. As the shift from planning to implementation, it became clear that in-custody cases, with their strict, urgent timelines, precluded collaborative review. Therefore, since July of 2021, RCAO has been reviewing all in-custody cases the traditional way (through one of the county's attorneys).

In order to transform the system to enable RCAO to collaboratively review those cases through a restorative lens, RCAO needs to develop a post-petition collaborative review process. RCAO has already retained the expertise needed to create the legal foundation and data protections necessary to do so. Based on this grant award, RCAO's leadership team will embark on a journey in 2025 to develop the inner workings of a post-petition process, so young people with court cases will also benefit from more restorative approaches which will increase the need for community-based resources to cover youth who also have a court case. In the first three years, 28% of all referred cases were declined, 27% were collaboratively reviewed, and 45% were traditionally reviewed, so creating a post-petition process will increase the need for collaborative review by about three times and proportionately increase the need for community-based resources. Based on an average of 529 cases referred to court each of the past two years, RCAO anticipates about 280 cases referred for community-based accountability prior to a court petition being filed and upwards of 500 possibly referred following a petition.

The Restorative Practices Initiatives (RPI) grant will be used for the following:

1. **\$240,000 for community investment to expand restorative practices** through and with providers and community representatives participating in the collaborative review, training, and leading circles in the county. This will include funding for community providers to provide restorative services to youth referred; restorative services for youth/parents/victims to meet needs connected to justice involvement; parent/grandparent/caregiver circles to provide peer support; circles in community without a need for system referral (law enforcement or community can refer, including self-referral); and community representatives who engage in collaborative review, leadership team, lead community circles, etc.
2. **\$172,000 to hire a 1.0 Full Time Equivalent Restorative Lead Attorney** - RCAO has heard loud and clear from community restorative practitioners and public defender representatives that in order for the case outcomes to be restorative, the people in the process need to be restorative. RCAO has been rotating staff through the collaborative review process, but in order to ensure consistency and a restorative mindset, dedicated assistant county attorney is needed.
3. **\$20,000 to provide funding for restorative practices training and development for all RJY partners** - This will include quarterly joint development convenings (restorative practitioners, community provider staff, system leaders), a one-time retreat to build relationships and learn from each other, developing an onboarding training for all staff, intensive work with legal and community provider staff to develop their restorative capacity, and circle training to develop more circle facilitators.
4. **\$18,000 for administrative costs.**

RCAO takes the responsibility seriously to always use resources responsibly, use data in transparent, collaborative and impactful ways, and partner with youth development researchers from the University of Minnesota, who work with RCAO's internal data analyst. RCAO will continue this partnership to evaluate its efforts. The results - publicly available at <http://www.ramseycounty.us/rjy> - demonstrate that community accountability consistently outperforms system accountability and expansion of the RJY efforts is warranted.

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☒ Opportunity

☐ Accountability

Racial Equity Impact

One of the primary goals of the efforts to (re)imagine justice for youth is to eradicate the disparities in the justice system by addressing underlying unmet needs. RCAO has made significant progress in doing so and need these resources to continue to expand this pioneering effort.

Community Participation Level and Impact

As with all of the efforts to (re)imagine justice for youth, RCAO is engaging with the community in co-design, governance, decision-making, and responding to the challenges involving youth in the community.

☒ Inform ☒ Consult ☒ Involve ☒ Collaborate ☒ Empower

Fiscal Impact

State grant funding will fund the costs associated with personnel services and professional services under this grant in the County Attorney's Office budget. RCAO will hire a limited duration 1.0 FTE Planning Specialist under this grant award.

Last Previous Action

None.

Attachments

1. Grant Agreement - Restorative Practices Initiatives Grant Program 2025



Minnesota Department of Public Safety (“State”) Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139	Grant Program: Restorative Practices Initiatives Grant Program 2025 Grant Contract Agreement No.: A-RPI-2026-RAMSEYAO-084
Grantee: Ramsey County Attorney’s Office 360 Wabasha Street North St. Paul, Minnesota 55102	Grant Contract Agreement Term: Effective Date: 08/01/2025 Expiration Date: 01/31/2027
Grantee’s Authorized Representative: Eric Willems, Director of Administration Ramsey County Attorney’s Office 360 Wabasha Street North St. Paul, Minnesota 55102 (651) 266-3018 eric.willems@co.ramsey.mn.us	Grant Contract Agreement Amount: Original Agreement \$450,000.00 Matching Requirement \$0.00
State’s Authorized Representative: Kari Gonzalez, Grant Coordinator Office of Justice Programs 445 Minnesota Street, Suite 2300 St. Paul, MN 55101-2139 (612) 418-4349 kari.gonzalez@state.mn.us	Federal Funding: CFDA/ALN: None FAIN: N/A State Funding: Minnesota Session Laws of 2023, Chapter 52, Article 2, Section 3, Subdivision 8. Special Conditions: None

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

Term: Per Minn. Stat. § 16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. § 16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved Restorative Practices Initiatives Grant Program 2025 [“Application”] which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 2300, St. Paul, Minnesota 55101-2139. The Grantee shall also comply with all requirements referenced in the Restorative Practices Initiatives Grant Program 2025 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

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

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



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

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

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

Grant Contract Agreement No./ P.O. No. A-RPI-2026-RAMSEYAO-084/3-XXXXXX

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

3. STATE AGENCY

Signed: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE

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

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Signed: _____

Print Name: _____

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative