

**CLIENT SERVICES AGREEMENT
BETWEEN
RAMSEY COUNTY
AND MONARCH HEALTHCARE MANAGEMENT IV LLC**

This Client Services Agreement (this “Agreement”) is made between Ramsey County, a political subdivision of the State of Minnesota, through its Financial Assistance Services Department at 160 Kellogg Boulevard East, St. Paul, Minnesota, 55101, (hereinafter “COUNTY”), and Monarch Healthcare Management IV LLC, with a principal executive office at 1345 Corporate Center Curve, Eagan, Minnesota 55121 (hereinafter “MONARCH HEALTHCARE”).

Purpose

The parties wish to enter into an agreement for two (2) full-time Eligibility Specialist from COUNTY to process renewals and be the intake liaison for new applications. Renewals and applications are mostly for Long-Term Care Facilities (LTCF) Medical Assistance (MA) for Ramsey County residents at MONARCH HEALTHCARE affiliated facilities. MONARCH HEALTHCARE will reimburse COUNTY for providing two (2) Eligibility Specialist to process renewals and be the intake liaison for new applications.

1. SCOPE OF SERVICES

1.1.COUNTY will hire and supervise two (2) full-time Eligibility Specialist (“ES”) to process LTCF MA renewals and be the intake liaison for new applications for residents of MONARCH HEALTHCARE locations in Ramsey County. ES will remain as a COUNTY employee.

MONARCH HEALTHCARE affiliated facility locations in Ramsey County to be served by this Agreement, include The Estates at Lynnhurst LLC, The Estates at Roseville LLC, Maplewood Rehabilitation Center LLC, The Emeralds at St. Paul LLC, Villas at New Brighton LLC, Villas at Roseville LLC, and Villas at St. Paul LLC.

1.2.COUNTY will determine the renewals and applications to be processed each month by ES consistent with COUNTY's workload standards and expectations for its employees. (See Exhibit A for a job description for ES's position.) It is understood between both parties that MONARCH HEALTHCARE's residents' cases will continue to be the primary workload for ES.

1.3.ES will dedicate eighty (80) hours per week to duties concerning LTCF MA renewal and applications from MONARCH HEALTHCARE affiliate facility residents.

1.4.From time to time, ES may be absent from work or unable to fulfill their duties

on a given day due to reasons including but not limited to: vacation, illness, emergencies. COUNTY will provide appropriate backup coverage for ES's planned absences of five (5) or more workdays (40 workhours or more) that have been approved in advance by COUNTY. COUNTY may not be able to provide backup coverage for absences of less than five (5) workdays (less than 40 workhours). If COUNTY is not able to provide appropriate coverage, or coverage is less than 40 hours of work per week, COUNTY will not invoice MONARCH HEALTHCARE for hours not worked.

1.5. COUNTY may request input from appropriate administrative personnel at MONARCH HEALTHCARE when completing a performance evaluation of ES.

1.6. Because ES is likely able to fulfill their duties under this Agreement without being physically present at MONARCH HEALTHCARE sites, MONARCH HEALTHCARE will not require ES to report to any one of its locations.

2. DATA PRACTICES

2.1. The parties expressly agree that MONARCH HEALTHCARE will share “protected health information” as defined by the Health Insurance Portability Accountability Act (“HIPAA”), 45 C.F.R. 160.103, with COUNTY only under express written consent of the resident or by other exception specifically provided in law. MONARCH HEALTHCARE will be solely responsible for obtaining the appropriate authorization from its patients. MONARCH HEALTHCARE shall not be considered a “business associate” of COUNTY in connection with this Agreement. If MONARCH HEALTHCARE has responsibilities to comply with HIPAA for reasons other than this Agreement, MONARCH HEALTHCARE will be responsible for its own compliance.

2.2. All data collected, created, received, maintained or disseminated for any purposes in the course of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes 13.01 et.seq., and any other applicable state statutes, any state rules adopted to implement the Act, as well as federal regulations on data privacy. MONARCH HEALTHCARE agrees to abide strictly by these statutes, rules and regulations.

3. COSTS AND PAYMENTS

3.1. MONARCH HEALTHCARE will reimburse COUNTY for the services of two (2) full-time ES (or their coverage) rendered under this Agreement. A full-time ES is typically scheduled for forty (40) hours of work per week.

3.2. The annual amount due from MONARCH HEALTHCARE will not exceed (or the coverage's) annual salary and benefits, minus any reimbursement from the

Department of Human Services' Random Moments Time Study. ES's (or the coverage's) benefits include but are not limited to health and dental insurances, vacation and sick leave pay, short and long-term disability insurances, retirement, and life insurance. The costs of ES's (or the coverage's) salary and benefits may change periodically, but the annual amount due from MONARCH HEALTHCARE will not exceed \$96,644.00 for September 1, 2025, through August 31, 2026.

3.3. COUNTY will submit an invoice to MONARCH HEALTHCARE within fifteen (15) business days of quarter end. COUNTY will not invoice MONARCH HEALTHCARE for hours not worked by ES, which were not covered by another COUNTY employee. MONARCH HEALTHCARE will make the payment to COUNTY within 30 days after the date of receipt of the invoice and verification of the charges.

3.4. Payments to COUNTY can be mailed to:

Ramsey County FASD
Accounts Receivable Suite 9200
160 Kellogg Boulevard East
St. Paul, Minnesota 55101

3.5. The parties may submit questions regarding the compensation process to the following:

IF TO COUNTY:

Bridget Blomer, Human Services Manager
160 Kellogg Boulevard East
St. Paul, Minnesota, 55101
bridger.blomer@co.ramsey.mn.us

IF TO MONARCH HEALTHCARE:

Ian Rekant, VP of Revenue Management
1345 Corporate Center Curve
Eagan, Minnesota, 55121
IRekant@monarchmn.com

4. **INSURANCE**

COUNTY represents and warrants that it is self-insured. MONARCH HEALTHCARE will at all times throughout the term of this Agreement maintain professional liability insurance in an amount no less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. These insurance requirements shall be deemed

continuing and shall survive any termination or expiration of this Agreement.

5. **MUTUAL INDEMNIFICATION**

Each party shall be responsible for its own acts or omissions in the performance of this Services Agreement. Accordingly, neither party shall be responsible for the acts or omissions of the other party in connection with this Service Agreement. The Ramsey County's liability is governed by the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws.

Each party shall be responsible for its own acts or omissions in the performance of this Services Agreement. Accordingly, neither party shall be responsible for the acts or omissions of the other party in connection with this Agreement. The Ramsey County's liability is governed by the Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws.

6. **INDEPENDENT CONTRACTORS**

The parties are at all times independent contractors. Nothing in this Agreement or in the relationship between the parties will be construed to make either party or any of their officers, agents, or employees an employee of or joint venturer of the other party for any reason, including without limitation, participation in any benefits or privileges given or extended by a party to its employees.

6.1. Employee Status. At all times, ES shall be and remain an employee of the COUNTY. Nothing in this Agreement shall be construed to create an employment relationship between MONARCH HEALTHCARE and ES. Although MONARCH HEALTHCARE is providing funding to the COUNTY for costs associated with ES's wages and benefits, ES shall not be considered an employee, agent, or representative of MONARCH HEALTHCARE for any purpose. MONARCH HEALTHCARE shall have no direct responsibility or liability for the payment of wages, benefits, tax withholdings, workers' compensation, or any other employment-related obligations owed to or on behalf of ES.

7. **ASSIGNMENT**

The parties may not assign this Agreement or any right or obligation under this Agreement, including by a change in ownership or control of a party, without the prior written consent of the other party. If this Agreement is appropriately assigned, this Agreement will bind the parties and their successors and assigns.

8. **TERM OF AGREEMENT**

8.1. This Agreement will become effective on the date executed by all parties

("Effective Date") and will remain in effect through August 31, 2026.

8.2. The parties further understand and agree that this Agreement shall be automatically extended for an additional period up to 90 days from the end date of this Agreement in the event a new Agreement between the parties is desired, but not entered into, prior to the expiration date contained in the Agreement. The purpose of this extension is to ensure the existence of an uninterrupted Agreement in the event that a new Agreement is desired but is unable to be finalized and executed by the parties prior to the expiration date of this Agreement. In the event that this Agreement is extended pursuant to this clause, any change in fees contained in the subsequent Agreement may be made retroactive to the expiration date of this Agreement, by mutual agreement of the parties.

9. CHANGES OR AMENDMENTS TO THE AGREEMENT

Any changes or amendments to this Agreement must be in writing and signed by the parties hereto, after all appropriate and necessary authority has been acquired by each such party.

10. TERMINATION

10.1 **For Cause.** If either party violates any material terms or conditions of this Agreement, the other party may, without prejudice to any right or remedy, give fourteen (14) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the breaching party fails to cure the deficiency within the fourteen (14) day cure period, this Agreement will terminate upon expiration of the cure period.

10.2 In the event of termination of this Agreement, COUNTY will 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.

11. ACCESS TO DOCUMENTS

Until the expiration of six (6) years after this Agreement terminates, MONARCH HEALTHCARE shall make available to COUNTY, the State Auditor or COUNTY's ultimate funding source, a copy of this Agreement and books, documents, records and accounting procedures and practices of MONARCH HEALTHCARE relating to this Agreement.

12. INTERPRETATION OF AGREEMENT

12.1. This Agreement shall be interpreted and construed according to the laws of the

State of Minnesota.

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

12.3. The written Agreement, including all attachments and exhibits, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, or contracts, either written or oral. No subsequent agreement between the COUNTY and the MONARCH HEALTHCARE to waive or alter any of the provisions of this Agreement shall be valid unless reduced in writing, consistent with the terms of Section 9 of this Agreement ("Changes or Amendments to Agreement").

13. **NOTICES**

Except as otherwise stated in this Agreement, all notices or demand to be given under this Agreement, or any statute, rule, regulation or ordinance must be in writing, and shall be sent electronically via e-mail or through First Class United States mail to the following addresses:

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

To MONARCH HEALTHCARE at:
Monarch Healthcare Management
Attn: Ian Rekant, VP of Revenue Management
1345 Corporate Center Drive
Eagan, Minnesota 55121

With Copy To:

Monarch Healthcare Management
Attn: Lead Counsel
1345 Corporate Center Curve
Eagan, Minnesota 55121

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RAMSEY COUNTY

Rafael Ortega, Chair
County Board of Commissioners

Date: _____

Jason Yang, Chief Clerk-County Board

Date: _____

RECOMMENDED APPROVAL BY:

Ali Mohamud Ali

Ali Ali
Department Director
Financial Assistance Services

Date: 10/16/2025

APPROVED AS TO FORM:

Lindsey Millard

Lindsey Millard
Assistant County Attorney

Date: 9/9/25

MONARCH HEALTH CARE

BY: *I Rekant*

Title: VP of RCM

Date: 9/3/25