



Board of Commissioners Agenda

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

September 5, 2023 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of September 5, 2023 is Presented for Approval** [2023-270](#)

Sponsors: County Manager's Office

Approve the agenda of September 5, 2023.

2. **Minutes from August 22, 2023 are Presented for Approval** [2023-286](#)

Sponsors: County Manager's Office

Approve the August 22, 2023 Minutes.

PROCLAMATION

3. **Proclamation: Workforce Development Month** [2023-374](#)

Sponsors: Workforce Solutions

ADMINISTRATIVE ITEMS

4. **Appointment to the Extension Committee** [2023-351](#)

Sponsors: County Manager's Office

Appoint Dolly Mariucci to the Extension Committee for a term beginning September 5, 2023 and ending on December 31, 2026.

5. **Appointments to the Capitol Region Watershed District Board of Managers** [2023-352](#)

Sponsors: County Manager's Office

Appoint the following individuals to the Capitol Region Watershed District Board of Managers for a term beginning October 1, 2023 and ending September 30, 2026:

- Joseph P. Collins (Incumbent)
- Rick Sanders (Incumbent)
- Hawona Sullivan Janzen (Incumbent)

6. Appointments to the Capital Improvement Program Advisory Committee [2023-384](#)

Sponsors: Finance

Appoint the following individuals to the Capital Improvement Program Advisory Committee for a term beginning September 5, 2023 and end August 30, 2025:

- Michael Austin
- Gary Bank (Incumbent)
- Olletha Muhammad
- Muhammad Rasheed
- Lawrence Sagstetter (Incumbent)
- Jerrin Job Sibychan

7. Appointments to the Parks and Recreation Commission [2023-360](#)

Sponsors: Parks & Recreation

Appoint the following individuals to the Parks and Recreation Commission for a term beginning September 5, 2023 and ending June 4, 2026:

- Linda Duck
- Reier Erickson

8. Appointments to the Community Health Services Advisory Committee [2023-383](#)

Sponsors: Public Health

Appoint the following individuals to the Community Health Services Advisory Committee for a term beginning September 5, 2023 and ending June 26, 2025:

- Graciela Ogorman Bacigalupo
- Nicole Muzzy
- Ogden Rogers
- Margaret Treichel

9. Appointment to the Personnel Review Board [2023-400](#)

Sponsors: Human Resources

Appoint Nou Yang to the Personnel Review Board for a term beginning September 5, 2023 and ending August 1, 2027.

10. Amendments to Administrative Code - Library Department [2023-362](#)

Sponsors: Library

1. Approve amendments to the Administrative Code to update Library Department governance and responsibilities.
2. Direct the Chief Clerk to amend the Administrative Code to reflect approved amendments.

11. Donation from Sundance Family Foundation to the Workforce Solutions Department [2023-385](#)

Sponsors: Workforce Solutions

Accept the donation of \$50,000 from Sundance Family Foundation to the Workforce Solutions Department for continuation of youth workforce development efforts.

12. Grant Agreement with Minnesota Housing Finance Agency for Homework Starts with Home Project [2023-389](#)

Sponsors: Housing Stability

1. Ratify submittal of the grant application to the Minnesota Housing Finance Association in the amount of \$1,146,554.
2. Accept a grant award and approve a grant agreement with Minnesota Housing Finance Agency for Homework Starts with Home Project for the period of October 1, 2023, through September 30, 2027, in the amount of \$1,146,554.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements and contracts in accordance with the county's procurement policies and procedures provided the amounts are within the limits of the grant funding.

13. Grant Agreement with the Minnesota Housing Finance Agency for Family Homeless Prevention and Assistance Program [2023-388](#)

Sponsors: Housing Stability

1. Ratify the submittal of the grant application to the Minnesota Housing Finance Agency, in the amount of \$13,633,364
2. Accept a grant award and approve and approve a grant agreement with Minnesota Housing Finance Agency for Family Homeless Prevention and Assistance Program for the period of October 1, 2023, through September 30, 2025, in the amount of \$6,590,000.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. 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.
5. Approve an increase in the personnel complement of the Housing Stability department by 1.0 Full-Time Equivalent position, for the duration of the grant

14. Grant Agreement with Youth Lens 360, LLC for the Guns for Cameras Program [2023-197](#)

Sponsors: Transforming Systems Together

1. Authorize the County Manager to execute a grant agreement for the use of Ramsey County assets with Youth Lens 360, LLC, 370 Wabasha Street North, Saint Paul, MN 55102, for the Guns for Cameras Program.
2. Authorize the County Manager to enter into a grant agreement and execute amendments to agreement in a form approved by Finance and the County Attorney's Office provided the amounts are within the limits of the approved program.

15. Agreement with Blue Cross Blue Shield of MN for Employee and Early Retiree Medical Insurance [2023-380](#)

Sponsors: Human Resources

1. Approve the agreement with Blue Cross Blue Shield of MN, 3535 Blue Cross Road,

Eagan, MN 55122, for employee and early retiree medical insurance plans for the period of September 6, 2023 to December 31, 2026 and may be renewed for up to two additional one-year periods.

2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreement and 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.

16. Agreement with United Healthcare Insurance Company for Regular Retiree Medical Insurance [2023-376](#)

Sponsors: Human Resources

1. Approve the agreement with United Healthcare Insurance Company, 9900 Bren Road East, Minnetonka, MN 55343 for regular retiree medical insurance plans for the period of September 6, 2023 to December 31, 2025 and may be renewed for up to three additional one-year periods.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreement and 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.

17. Agreement with Metropolitan Life Insurance Company for Employee and Retiree Dental Insurance Plans [2023-375](#)

Sponsors: Human Resources

1. Approve the agreement with Metropolitan Life Insurance Company, 200 Park Avenue, New York, NY 10166 for dental insurance services for the period upon execution to December 31, 2026 and may be renewed for up to two additional one-year periods.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreement and execute amendments to the agreement in accordance with the county's procurement policies and procedures, in a form approved by the County Attorney's Office.

18. Agreement with Vision Service Plan Insurance Company for Employee Voluntary Vision Insurance [2023-378](#)

Sponsors: Human Resources

1. Approve the agreement with Vision Service Plan Insurance Company, 3333 Quality Drive, Rancho Cordova, CA 95670, for employee voluntary vision insurance for the period of September 6, 2023 to December 31, 2026 and may be renewed for up to two additional one-year periods.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreement and 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.

PRESENTATION

19. Presentation of Financial Update [2023-392](#)

Sponsors: Finance

None. For information only.

COUNTY CONNECTIONS

OUTSIDE BOARD AND COMMITTEE REPORTS

BOARD CHAIR UPDATE

ADJOURNMENT

Following County Board Meeting:

10:30 a.m. Budget Committee of the Whole - Capital Improvement Program, Council Chambers - Room 300

1:00 p.m. Budget Committee of the Whole - Strategic Team Budget Presentations, Council Chambers - Room 300

Advance Notice:

September 12, 2023 No county board meeting – AMC Fall Policy Conference

September 19, 2023 County board meeting – Council Chambers

September 26, 2023 County board meeting – Council Chambers

October 03, 2023 County board meeting – Council Chambers



Board of Commissioners

Request for Board Action

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

Item Number: 2023-270

Meeting Date: 9/5/2023

Sponsor: County Manager's Office

Title

Agenda of September 5, 2023 is Presented for Approval

Recommendation

Approve the agenda of September 5, 2023.



Board of Commissioners

Request for Board Action

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

Item Number: 2023-286

Meeting Date: 9/5/2023

Sponsor: County Manager's Office

Title

Minutes from August 22, 2023 are Presented for Approval

Recommendation

Approve the August 22, 2023 Minutes.

Attachments

1. August 22, 2023 Minutes

Board of Commissioners Minutes

August 22, 2023 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:02 a.m. with the following members present: Frethem, McGuire, Moran, Ortega, Reinhardt, Xiong and Chair Martinson. Also present were Ryan O'Connor, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

Commissioner Xiong was absent during Roll Call. She arrived at 9:04 a.m. and was present for the rest of the board meeting.

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

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Presented by Commissioner McGuire.

1. Agenda of August 22, 2023 is Presented for Approval [2023-269](#)

Sponsors: County Manager's Office

Approve the agenda of August 22, 2023.

Commissioner Moran stepped out during the voting of the Administrative Items.

Motion by Ortega, seconded by Frethem. Motion passed.

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

Absent: Moran

2. Minutes from August 15, 2023 are Presented for Approval [2023-285](#)

Sponsors: County Manager's Office

Approve the August 15, 2023 Minutes.

Commissioner Moran stepped out during the voting of the Administrative Items.

Motion by Xiong, seconded by Reinhardt. Motion passed.

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

Absent: Moran

ADMINISTRATIVE ITEMS

3. 2024-2025 Recycling & Energy Board Joint Activities Budget [2023-370](#)

Sponsors: Public Health

Accept and approve the 2024-2025 Ramsey/Washington Recycling & Energy Board Joint

Activities Budget as recommended by the Ramsey/Washington Recycling & Energy Board.
Commissioner Moran stepped out during the voting of the Administrative Items.

Motion by McGuire, seconded by Reinhardt. Motion passed.

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

Absent: Moran

Resolution: B2023-134

4. Workforce State Direct Appropriation for Milestone Tech Program [2023-363](#)

Sponsors: Workforce Solutions

1. Authorize the County Manager to accept funds designated for young adult workforce development through a direct appropriation from the Minnesota Department of Employment and Economic Development.
2. Authorize the County Manager to execute the grant agreement.
3. Authorize the County Manager to enter into agreements and amendments in accordance with the county's procurement policies and procures, provided the amounts are within the limits of the grant funding.

Commissioner Moran stepped out during voting of Administrative Items

Motion by McGuire, seconded by Reinhardt. Motion passed.

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

Absent: Moran

Resolution: B2023-135

6. Cancellation of the November 7, 2023 Board Meeting [2023-386](#)

Sponsors: Board of Commissioners

Cancel the Ramsey County Board meeting of November 7, 2023.

Commissioner Moran stepped out during the voting of Administrative Items.

Motion by McGuire, seconded by Reinhardt. Motion passed.

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

Absent: Moran

Resolution: B2023-136

5. Workforce State Direct Appropriation for Community Tech Squad Program [2023-364](#)

Sponsors: Workforce Solutions

1. Authorize the County Manager to accept funds designated for young adult workforce development through a direct appropriation from the Minnesota Department of Employment & Economic Development.
2. Authorize the County Manager to execute the grant agreement.
3. Authorize the County Manager to enter into agreements and amendments in accordance with the county's procurement policies and procures, provided the amounts are within the limits of the grant funding.
4. Approve an increase in the personnel complement of the Workforce Solutions department by 1.0 Full-Time Equivalent position, for the duration of the grant.

Commissioner Moran returned during the voting of this Administrative Item.

Motion by Xiong, seconded by Reinhardt. Motion passed.

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

Resolution: B2023-137

POLICY ITEM

7. Presentation of the 2024-25 Biennial Budget

[2023-382](#)

Sponsors: County Manager's Office

None. For information only.

Presented by County Manager, Ryan O'Connor, Policy and Planning Planning Manager, Larry Timmerman, County Assessor Pat Chapman, and County Auditor and Treasurer Tracy West. Discussion can be found on archived video.

COUNTY CONNECTIONS

Presented by County Manager, Ryan O'Connor. Discussion can be found on archived video.

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

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

ADJOURNMENT

Chair Martinson declared the meeting adjourned at 11:06 a.m.

CLOSED MEETING

Pursuant to Minnesota Statutes § 13D.05, subd. 3(c)(3) (to develop or consider offers or counteroffers for the purchase or sale of real property), the Ramsey County Board will meet in a closed meeting, which is not open to the public.

In Re Rice Creek Commons Outlot A of the Twin Cities Army Ammunition Plant Site

The Closed Meeting was called to order at 1:35 p.m.

Present: Commissioners Frethem, McGuire, Moran, Ortega, Reinhardt, Xiong and Chair Martinson.

Also present: Ryan O'Connor, County Manager; Jada Lewis, Civil Division Director, Office of the Ramsey County Attorney; Johanna Berg, Deputy County Manager - Economic Growth and Community Investment Service Team; Kari Collins, Director, Community and Economic Development; Ella Mitchell, Redevelopment Manager, Community and Economic Development; Josh Olson, Deputy Director, Community and Economic Development; Larina DeWalt, Redevelopment Manager, Community and Economic Development; Elizabeth Tolzmann, Chief of Staff, County Manager's Office; Alex Kotze, Chief Finance Officer, Finance; Jeanette Boit-Kania, Debt and Finance Manager, Finance; Morgan Reiman-Nagel, Data Compliance Manager, County Manager's Office; Ami Wazlawik, Principal Assistant, Board of Commissioners; and Mee Cheng, Chief Clerk - County Board, County Manager's Office.

The Board of Ramsey County Commissioners authorized the Office of the Ramsey County staff to proceed as discussed in this closed meeting.

The closed meeting was adjourned at 2:53 p.m.



Board of Commissioners

Request for Board Action

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

Item Number: 2023-374

Meeting Date: 9/5/2023

Sponsor: Workforce Solutions

Title

Proclamation: Workforce Development Month

Attachments

1. Proclamation

Proclamation

WHEREAS, Investment in the education, training, and career advancement of Ramsey County's workforce is crucial to the ability of the county and state to compete in the global economy and to achieve economic equity; and

WHEREAS, Ramsey County employers need more workers with in-demand skills to meet the needs of their businesses and communities; and

WHEREAS, Welcoming all residents who need to work into the labor force in a meaningful way is critical to the strength of Ramsey County's employers and workers; and

WHEREAS, By 2035, one in four Minnesotans will be from a community of color or Indigenous population; and

WHEREAS, Unprecedented changes in state demographics between 2015 and 2035, including more than a half-million people reaching the age of 65 and a decline in the working-age population from 62% to 57%, means employers and Minnesota's workforce development system must work together to create an inclusive workforce where all are welcome; and

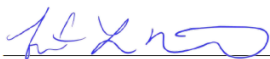
WHEREAS, Ramsey County and its workforce development partners in CareerForce help job seekers identify their interests and skills, and assist them in developing a strong job search strategy, leading to fulfilling employment; and

WHEREAS, Aligning the workforce development system with employer needs and preparing job seekers to enter family-sustaining employment are among the strategies to address employment and economic disparities based on race, disability, age, gender, veteran status, national origin, or justice-system involvement; and

WHEREAS, Collaboration among all members of the local workforce development system, including industry partners, workforce development entities, educational institutions, labor unions, and community-based organizations, is critical to system alignment and preparing a workforce to meet the labor needs; and

WHEREAS, Ramsey County's workforce development system proactively engages customers, works to achieve equity, and focuses on flexibility to provide tailored resources to help meet the needs of all Ramsey County employers and residents seeking employment; Now, Therefore, Be It

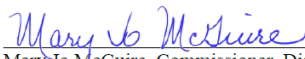
PROCLAIMED, The Ramsey County Board of Commissioners declares the month of September 2023 as Workforce Development Month in Ramsey County.



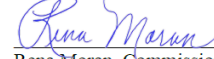
Trista MatasCastillo, Board Chair, District 3



Nicole Frethem, Commissioner, District 1



Mary Jo McGuire, Commissioner, District 2



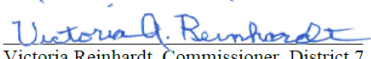
Rena Moran, Commissioner, District 4



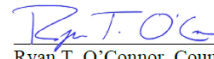
Rafael Ortega, Commissioner, District 5



Mai Chong Xiong, Commissioner, District 6



Victoria Reinhardt, Commissioner, District 7



Ryan T. O'Connor, County Manager

Board of Commissioners

Request for Board Action

Item Number: 2023-351

Meeting Date: 9/5/2023

Sponsor: County Manager's Office

Title

Appointment to the Extension Committee

Recommendation

Appoint Dolly Mariucci to the Extension Committee for a term beginning September 5, 2023 and ending on December 31, 2026.

Background and Rationale

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

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

There are currently two vacancies on the Extension Committee due to term expirations. Recruitment through the county's open appointment process resulted in one application. On July 19, 2023, the application was forwarded to three Ramsey County Board of Commissioners for review. Between August 14, 2023, and August 19, 2023, the three commissioners interviewed the applicant, which gave the commissioners an opportunity to engage with and learn more about the applicant, and final recommendations for a formal appointment was provided afterwards.

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☒ Opportunity

☐ Accountability

Racial Equity Impact

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

Community Participation Level and Impact

Participation by and input from community members appointed to advisory groups helps to shape and improve

programs and services for the community, share information and increase the level of understanding through discussion, dialogue, and engagement.

☒ Inform ☒ Consult ☒ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

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

Last Previous Action

On July 12, 2022, the Ramsey County Board of Commissioners appointed Heidi Miller to the Extension Committee for a term ending on December 31, 2025 (Resolution B2022-170).

Attachments

1. Extension Committee Membership Roster



Ramsey County
Extension Committee

Board Roster



Ben Kucera

2nd Term Jan 01, 2021 - Dec 31, 2023

Appointing Resolution B2020-281



Donna McDuffie

2nd Term Dec 22, 2020 - Dec 31, 2023

Appointing Resolution B2020-281



Heidi H Miller

1st Term Jul 12, 2022 - Dec 31, 2025

Appointing Resolution B2022-170



Thomas Keul

1st Term Feb 08, 2022 - Dec 31, 2025

Appointing Resolution B2022-050



Vacancy



Vacancy

Sponsor: County Manager's Office

Meeting Date: 9/5/2023

Title: Appointment to the Extension Committee

File Number: 2023-351

Background and Rationale:

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

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

There are currently two vacancies on the Extension Committee due to term expirations. Recruitment through the county's open appointment process resulted in one application. On July 19, 2023, the application was forwarded to three Ramsey County Board of Commissioners for review. Between August 14, 2023, and August 19, 2023, the three commissioners interviewed the applicant, which gave the commissioners an opportunity to engage with and learn more about the applicant, and final recommendations for a formal appointment was provided afterwards.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

Appoint Dolly Mariucci to the Extension Committee for a term beginning September 5, 2023 and ending on December 31, 2026.

A motion to approve was made by Commissioner Moran, seconded by Commissioner Reinhardt. Motion passed.

Aye: - 7: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: _____



Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2023-352

Meeting Date: 9/5/2023

Sponsor: County Manager's Office

Title

Appointments to the Capitol Region Watershed District Board of Managers

Recommendation

Appoint the following individuals to the Capitol Region Watershed District Board of Managers for a term beginning October 1, 2023 and ending September 30, 2026:

- Joseph P. Collins (Incumbent)
- Rick Sanders (Incumbent)
- Hawona Sullivan Janzen (Incumbent)

Background and Rationale

The Capitol Region Watershed District (CRWD) is led by a five-person Board of Managers that guides CRWD implementation of the goals and objectives set forth in its [Watershed Management Plan](https://www.capitolregionwd.org/watershed-management-plan/) [<https://www.capitolregionwd.org/watershed-management-plan/>](https://www.capitolregionwd.org/watershed-management-plan/). Board managers generally manage water and related resources in the Watershed District, which includes portions of Falcon Heights, Lauderdale, Maplewood, Roseville and Saint Paul. Board managers are residents of the watershed district and serve a three-year term.

There will be three vacancies on the CRWD Board of Managers due to term expirations. Recruitment through the county's open appointment resulted in four applications, three from incumbents and one new applicant. On July 19, 2023, the applications were forwarded to three Ramsey County Board of Commissioners to interview each applicant, which gave the commissioners the opportunity to engage with and learn more about each applicant. Interviews occurred between August 14, 2023 through August 19, 2023, for final recommendations.

County Goals (Check those advanced by Action)

☐ Well-being ☒ Prosperity ☒ Opportunity ☒ Accountability

Racial Equity Impact

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

Community Participation Level and Impact

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

☒ Inform ☒ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

As a separate local jurisdiction, the CRWD policy has provisions for per diem payments to appointed managers.

Last Previous Action

On August 23, 2022, the Ramsey County Board of Commissioners appointed Mary Texer and Shawn Murphey to the Capitol Region Watershed District Board of Managers for a term ending on September 30, 2025 (B2022-200).

Attachments

1. Capitol Region Watershed District Board of Managers Roster



Board Roster



Hawona Sullivan Janzen

1st Term Oct 06, 2020 - Sep 30, 2023

Appointing Resolution B2020-195



Rick Sanders

2nd Term Oct 06, 2020 - Sep 30, 2023

Appointing Resolution B2020-195



Joseph P. Collins

6th Term Oct 06, 2020 - Sep 30, 2023

Appointing Resolution B2020-195



Shawn Murphey

2nd Term Oct 01, 2022 - Sep 30, 2025

Appointing Resolution B2022-200



Mary E Texer

5th Term Oct 01, 2022 - Sep 30, 2025

Appointing Resolution B2022-200

Sponsor: County Manager's Office

Meeting Date: 9/5/2023

Title: Appointments to the Capitol Region Watershed District Board of Managers

File Number: 2023-352

Background and Rationale:

The Capitol Region Watershed District (CRWD) is led by a five-person Board of Managers that guides CRWD implementation of the goals and objectives set forth in its [Watershed Management Plan](https://www.capitolregionwd.org/watershed-management-plan/) [<https://www.capitolregionwd.org/watershed-management-plan/>](https://www.capitolregionwd.org/watershed-management-plan/). Board managers generally manage water and related resources in the Watershed District, which includes portions of Falcon Heights, Lauderdale, Maplewood, Roseville and Saint Paul. Board managers are residents of the watershed district and serve a three-year term.

There will be three vacancies on the CRWD Board of Managers due to term expirations. Recruitment through the county's open appointment resulted in four applications, three from incumbents and one new applicant. On July 19, 2023, the applications were forwarded to three Ramsey County Board of Commissioners to interview each applicant, which gave the commissioners the opportunity to engage with and learn more about each applicant. Interviews occurred between August 14, 2023 through August 19, 2023, for final recommendations.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

Appoint the following individuals to the Capitol Region Watershed District Board of Managers for a term beginning October 1, 2023 and ending September 30, 2026:

- Joseph P. Collins (Incumbent)
- Rick Sanders (Incumbent)
- Hawona Sullivan Janzen (Incumbent)

A motion to approve was made by Commissioner Moran, seconded by Commissioner Reinhardt. Motion passed.

Aye: - 7: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 
Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2023-384

Meeting Date: 9/5/2023

Sponsor: Finance

Title

Appointments to the Capital Improvement Program Advisory Committee

Recommendation

Appoint the following individuals to the Capital Improvement Program Advisory Committee for a term beginning September 5, 2023 and end August 30, 2025:

- Michael Austin
- Gary Bank (Incumbent)
- Olletha Muhammad
- Muhammad Rasheed
- Lawrence Sagstetter (Incumbent)
- Jerrin Job Sibychan

Background and Rationale

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

There are currently eight vacancies on CIPAC. Recruitment throughout the county's open appointment process resulted in four applications. On July 19, 2023, the applications were forwarded to the Ramsey County Board of Commissioners for review. Additionally, the commissioners held interviews with each applicant, which gave the commissioners the opportunity to engage with and learn more about each applicant beyond just the review of the online applications. Between August 14-19, 2023, three commissioners interviewed the applicants for final recommendation. Two additional applicants were recommended because they selected CIPAC as a second option if they weren't recommended for their first choice of an advisory board or committee.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☒ Opportunity ☒ Accountability

Racial Equity Impact

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

Community Participation Level and Impact

Participation by and input from community members appointed to advisory groups helps to shape and improve

programs and services for the community, share information and increase the level of understanding through discussion, dialogue and engagement.

☒ Inform ☐ Consult ☒ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

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

Last Previous Action

On October 25, 2022, the Ramsey County Board appointed Nicolle Mechelke, Niko Le Mieux, Robert Harrison and Mazel McCoy-Anderson to the Capital Improvement Program Advisory Committee for a term ending on August 30, 2024 (Resolution B2022-242).

Attachments


1. Capital Improvement Program Advisory Committee Roster



Ramsey County

Capital Improvement Program Advisory Committee (CIPAC)


Board Roster



Mazel Y Mccoy-anderson

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


Appointing Resolution B2022-242



James R. Miller

14th Term Sep 01, 2022 - Aug 30, 2024


Appointing Resolution B2022-199



Nicolle K Mechelke

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


Appointing Resolution B2022-242



Robert A Harrison

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


Appointing Resolution B2022-242



Sue Hauwiller

7th Term Sep 01, 2022 - Aug 30, 2024


Appointing Resolution B2022-199



Niko E Le Mieux

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

Appointing Resolution B2022-242



Vacancy



Vacancy



Vacancy



Vacancy



Vacancy



Vacancy



Vacancy



Vacancy

Sponsor: Finance

Meeting Date: 9/5/2023

Title: Appointments to the Capital Improvement Program Advisory Committee

File Number: 2023-384

Background and Rationale:

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

There are currently eight vacancies on CIPAC. Recruitment throughout the county's open appointment process resulted in four applications. On July 19, 2023, the applications were forwarded to the Ramsey County Board of Commissioners for review. Additionally, the commissioners held interviews with each applicant, which gave the commissioners the opportunity to engage with and learn more about each applicant beyond just the review of the online applications. Between August 14-19, 2023, three commissioners interviewed the applicants for final recommendation. Two additional applicants were recommended because they selected CIPAC as a second option if they weren't recommended for their first choice of an advisory board or committee.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

Appoint the following individuals to the Capital Improvement Program Advisory Committee for a term beginning September 5, 2023 and end August 30, 2025:

- Michael Austin
- Gary Bank (Incumbent)
- Olletha Muhammad
- Muhammad Rasheed
- Lawrence Sagstetter (Incumbent)
- Jerrin Job Sibychan

A motion to approve was made by Commissioner Moran, seconded by Commissioner Reinhardt. Motion passed.

Aye: - 7: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: _____



Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2023-360

Meeting Date: 9/5/2023

Sponsor: Parks & Recreation

Title

Appointments to the Parks and Recreation Commission

Recommendation

Appoint the following individuals to the Parks and Recreation Commission for a term beginning September 5, 2023 and ending June 4, 2026:

- Linda Duck
- Reier Erickson

Background and Rationale

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

There are currently two vacancies for the Parks Commission. There was a total of three applications, none of which were from incumbents. On July 19, 2023, the applications were forwarded to an interview panel, which consisted of three Ramsey County commissioners who reviewed the applications. Interviews took place August 14, 2023, thru August 19, 2023. Linda Duck and Reier Erickson were recommended by the interview panel for appointment to the Parks Commission.

County Goals (Check those advanced by Action)

☐ Well-being ☒ Prosperity ☒ Opportunity ☒ Accountability

Racial Equity Impact

In addition to the usual recruitment for advisory committee vacancies through GovDelivery, word of mouth by advisory committee members, staff, and the board, the vacancies and application was promoted through an email listserv reaching numerous diverse organizations and networks. Recruitment was done through all Ramsey County social media accounts and county website. This extended promotion process is a step towards better outreach to more racially diverse and underrepresented voices that are often missed. Furthermore, the application for these vacancies was updated to focus more on the lived experiences and knowledge and skills a resident may bring to the Parks Commission.

Community Participation Level and Impact

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

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

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

Last Previous Action

On June 6, 2023, the Ramsey County Board of Commissioners appointed Mike Sachi to the Parks and Recreation Commission for a term ending June 4, 2026 (Resolution B2023-083).

Attachments

1. Parks and Recreation Commission Roster



Board Roster



Gregory Williams

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

Appointing Resolution B2021-118



Brian Tempas

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

Appointing Resolution B2021-118



Snowdon Herr

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

Appointing Resolution B2021-118



Mary Grams Basnight

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

Appointing Resolution 2022-245



Jordan Nelson

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

Appointing Resolution B2022-171



Tamara D Mattison

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

Appointing Resolution B2022-171



Mike Sachi

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

Appointing Resolution B2023-083



Vacancy



Vacancy

Sponsor: Parks & Recreation

Meeting Date: 9/5/2023

Title: Appointments to the Parks and Recreation Commission

File Number: 2023-360

Background and Rationale:

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

There are currently two vacancies for the Parks Commission. There was a total of three applications, none of which were from incumbents. On July 19, 2023, the applications were forwarded to an interview panel, which consisted of three Ramsey County commissioners who reviewed the applications. Interviews with took place August 14, 2023, thru August 19, 2023. Linda Duck and Reier Erickson were recommended by the interview panel for appointment to the Parks Commission.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

Appoint the following individuals to the Parks and Recreation Commission for a term beginning September 5, 2023 and ending June 4, 2026:

- Linda Duck
- Reier Erickson

A motion to approve was made by Commissioner Moran, seconded by Commissioner Reinhardt. Motion passed.

Aye: - 7: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 
Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2023-383

Meeting Date: 9/5/2023

Sponsor: Public Health

Title

Appointments to the Community Health Services Advisory Committee

Recommendation

Appoint the following individuals to the Community Health Services Advisory Committee for a term beginning September 5, 2023 and ending June 26, 2025:

- Graciela Ogorman Bacigalupo
- Nicole Muzzy
- Ogden Rogers
- Margaret Treichel

Background and Rationale

The Saint Paul - Ramsey County Community Health Services Advisory Committee (CHSAC) advises the Ramsey County Board of Commissioners and Saint Paul Mayor and City Council on issues related to public health. The CHSAC members attend monthly meetings, which consist of presentations and discussions focused on current public health issues, which may include:

- Identifying priority public health issues based on data, community engagement, professional knowledge and lived experiences. These priority issues provide guidance related to programs and services, action teams and budgetary allocation.
- Working with the department on the development and implementation of the Strategic Plan and Community Health Improvement Plan.
- Serving on department committees such as the Ethics Committee, or panels to review grant applications, public health award recipients, etc.
- Assisting the department in various stages of interview process to fill vacant staff positions.
- Connecting the department to communities, resources, data and insights related to a current or upcoming issue.
- Providing policy recommendations to elected officials on public health issues, such as youth tobacco use and breastfeeding friendly workplaces.

The CHSAC has a total of 13 seats. Appointment terms are two years and staggered 50% each year. There are currently seven vacancies on the CHSAC - recruitment through the county's open appointment process resulted in six applications. On July 19, 2023, the applications were forwarded to the Ramsey County Board of Commissioners for review. Additionally, the commissioners held interviews with each applicant, which gave the commissioners the opportunity to engage with and learn more about each applicant beyond just the review of the online applications. Between August 14 and August 19, 2023, three commissioners interviewed the applicants for final recommendation.

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☒ Opportunity

☒ Accountability

Racial Equity Impact

CHSAC members have a variety of lived experiences, knowledge and skills that are important as we work to address racial and ethnic-based health disparities and inequities that continue to exist in Ramsey County. The CHSAC provides critical direction on the department's strategic plan and community health priorities both of which elevate and address racial and ethnic based health disparities and inequities that have been identified through the community health assessment, ongoing data collection, analysis and community engagement. The CHSAC will work in partnership with the county to ensure that racial and health equity remains a central focus creating a better future, where all are valued and thrive.

Community Participation Level and Impact

Members selected to the CHSAC provide a critical connection to the Saint Paul and Ramsey County community, bringing their diverse lived experience and knowledge to advise on health issues, priorities and policies.

☒ Inform ☒ Consult ☒ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

In 2022, Ramsey County began offering compensation for residents serving on formal advisory boards. CHSAC members have an opportunity to opt-in for a monthly \$25 gift card attendance compensation. Advisory board compensation comes from the Ramsey County Community Engagement Fund.

Last Previous Action

On October 25, 2022, the Ramsey County Board appointed Donna Oda and Judge Sophia Y. Vuelo for a term ending June 26, 2024 (Resolution B2022-243).

Attachments

1. Community Health Services Advisory Committee Membership Roster



Board Roster



Judge Sophia Y. Vuelo

1st Term Oct 25, 2022 - Jun 26, 2024

Appointing Resolution B2022-243



Lucy Arias

1st Term Aug 23, 2022 - Jun 26, 2024

Appointing Resolution B2022-450



Hongyi Lan

2nd Term Jul 12, 2022 - Jun 26, 2024

Appointing Resolution B2022-363



Mark Traynor

1st Term Aug 23, 2022 - Jun 26, 2024

Appointing Resolution B2022-450



Donna R Oda

1st Term Oct 25, 2022 - Jun 26, 2024

Appointing Resolution B2022-243



John W Larkin

1st Term Jul 12, 2022 - Jun 26, 2024

Appointing Resolution B2022-363



Vacancy



Vacancy



Vacancy



Vacancy



Vacancy



Vacancy



Vacancy

Sponsor: Public Health

Meeting Date: 9/5/2023

Title: Appointments to the Community Health Services Advisory Committee

File Number: 2023-383

Background and Rationale:

The Saint Paul - Ramsey County Community Health Services Advisory Committee (CHSAC) advises the Ramsey County Board of Commissioners and Saint Paul Mayor and City Council on issues related to public health. The CHSAC members attend monthly meetings, which consist of presentations and discussions focused on current public health issues, which may include:

- Identifying priority public health issues based on data, community engagement, professional knowledge and lived experiences. These priority issues provide guidance related to programs and services, action teams and budgetary allocation.
- Working with the department on the development and implementation of the Strategic Plan and Community Health Improvement Plan.
- Serving on department committees such as the Ethics Committee, or panels to review grant applications, public health award recipients, etc.
- Assisting the department in various stages of interview process to fill vacant staff positions.
- Connecting the department to communities, resources, data and insights related to a current or upcoming issue.
- Providing policy recommendations to elected officials on public health issues, such as youth tobacco use and breastfeeding friendly workplaces.

The CHSAC has a total of 13 seats. Appointment terms are two years and staggered 50% each year. There are currently seven vacancies on the CHSAC - recruitment through the county's open appointment process resulted in six applications. On July 19, 2023, the applications were forwarded to the Ramsey County Board of Commissioners for review. Additionally, the commissioners held interviews with each applicant, which gave the commissioners the opportunity to engage with and learn more about each applicant beyond just the review of the online applications. Between August 14 and August 19, 2023, three commissioners interviewed the applicants for final recommendation.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

Appoint the following individuals to the Community Health Services Advisory Committee for a term beginning September 5, 2023 and ending June 26, 2025:

- Graciela Ogorman Bacigalupo
- Nicole Muzzy
- Ogden Rogers
- Margaret Treichel

A motion to approve was made by Commissioner Moran, seconded by Commissioner Reinhardt. Motion passed.

Aye: - 7: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 
Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2023-400

Meeting Date: 9/5/2023

Sponsor: Human Resources

Title

Appointment to the Personnel Review Board

Recommendation

Appoint Nou Yang to the Personnel Review Board for a term beginning September 5, 2023 and ending August 1, 2027.

Background and Rationale

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

There is currently one vacancy on the Personnel Review Board. Recruitment through the county's open appointment process resulted in two applications. On July 19, 2023, the applications were forwarded to the Ramsey County Board of Commissioners for review. Additionally, the commissioners held an interview with the applicant, which gave the commissioners the opportunity to engage with and learn more about the applicant beyond just the review of the online application. On August 15, 2023, commissioners interviewed the applicant for final recommendations.

County Goals (Check those advanced by Action)

☐ Well-being

☐ Prosperity

☒ Opportunity

☒ Accountability

Racial Equity Impact

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

Community Participation Level and Impact

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

☒ Inform

☐ Consult

☒ Involve

☐ Collaborate

☐ Empower

Fiscal Impact

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

Last Previous Action

On August 23, 2022, the Ramsey County Board appointed Angela Nalezny (incumbent) to the Personnel Review Board for a term ending on August 1, 2026 (Resolution B2022-203).

Attachments

1. Personnel Review Board Membership Roster



Ramsey County
Personnel Review Board

Board Roster



Jill Alverson

2nd Term Oct 26, 2021 - Aug 01, 2025

Appointing Resolution B2021-233



Sara Beckstrand

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

Appointing Resolution B2021-233



Angela S Nalezny

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

Appointing Resolution B2022-439



Heidi H Miller

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

Appointing Resolution B2022-172



Beth Belle Isle

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

Appointing Resolution B2022-051



Charles Mwamba

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

Appointing Resolution B2022-051



Vacancy

Sponsor: Human Resources

Meeting Date: 9/5/2023

Title: Appointment to the Personnel Review Board

File Number: 2023-400

Background and Rationale:

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

There is currently one vacancy on the Personnel Review Board. Recruitment through the county's open appointment process resulted in two applications. On July 19, 2023, the applications were forwarded to the Ramsey County Board of Commissioners for review. Additionally, the commissioners held an interview with the applicant, which gave the commissioners the opportunity to engage with and learn more about the applicant beyond just the review of the online application. On August 15, 2023, commissioners interviewed the applicant for final recommendations.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

Appoint Nou Yang to the Personnel Review Board for a term beginning September 5, 2023 and ending August 1, 2027.

A motion to approve was made by Commissioner Moran, seconded by Commissioner Reinhardt. Motion passed.

Aye: - 7: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: _____



Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2023-362

Meeting Date: 9/5/2023

Sponsor: Library

Title

Amendments to Administrative Code - Library Department

Recommendation

1. Approve amendments to the Administrative Code to update Library Department governance and responsibilities.
2. Direct the Chief Clerk to amend the Administrative Code to reflect approved amendments.

Background and Rationale

The 2023 Ramsey County state legislature platform included a plank to pursue legislation to establish the county library board as an advisory committee to the county board. This legislation was passed by the 2023 legislature and signed by the Governor. This special law required local approval to become effective and the Ramsey County Board officially approved the law on June 20, 2023. As a result of these actions, the Administrative Code requires updating to reflect the new library governance structure and responsibilities.

Additionally, in 2021, as part of a broad effort to improve policy management and compliance, the County Manager's Office coordinated a comprehensive review of county policy documents, including the Administrative Code. This review identified inconsistencies in language that are also addressed within the proposed amendments.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

Changes to the Library's Administrative Code do not have a direct racial equity impact. Changes to the Ramsey County Library Advisory Board structure will align programs, services, and goals with Ramsey County's strategic vision and values of centering racial equity. This change will ensure the Ramsey County library system continues to serve the many diverse communities in Ramsey County with equity, efficiency, and in a thoughtful manner. This will create opportunities for the Ramsey County Library Advisory Board to work in stronger collaboration with the Ramsey County Board of Commissioners in serving residents.

Community Participation Level and Impact

There was no community engagement with this request for board action.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

There is no fiscal impact associated with the proposed action.

Last Previous Action

On June 20, 2023, the Ramsey County Board of Commissioners officially approved Session Law Chapter 62 (HF1830) that created the Ramsey County Library Advisory Board (Resolution B2023-092).

Attachments

1. Admin Code Edits Redlined.
2. Admin Code Proposed Final.

Chapter 4 - Organization of Departments, Offices and Agencies

4.00.00 INTRODUCTION

In accordance with the County Charter, Section 4.01 A., the following departments, offices and agencies shall comprise the organization of Ramsey County. The activities of these departments, offices and agencies are identified and defined in accordance with the Charter.

The Offices of the County Attorney and the County Sheriff are directed by elected officials. The Charter specifically states that provisions in Section 4.01 shall not apply to the elective Offices of the Sheriff and County Attorney.¹

Service Teams align the organization of Ramsey County into four strategic groupings of departments, offices and agencies for the purpose of coordinating multi-department function and integrating high-level administrative implementation. (Source: County Board Resolution B2015-056).

The following Service Teams are administered by Deputy County Managers appointed by the County Manager.

- Information and Public Records
 - Communications and Public Relations
 - County Assessor
 - Enterprise and Administrative Services
 - Information Services
 - Property Tax, Records and Election Services
- Safety and Justice
 - County Attorney's Office
 - County Sheriff's Office
 - Emergency Communications
 - Emergency Management & Homeland Security
 - Medical Examiner
- Health and Wellness
 - Community Corrections
 - Social Services
 - Finance Assistance Services
 - Public Health
 - Veterans Services Administration
- Economic Growth and Community Investment
 - Community Economic Development
 - Housing Stability
 - ~~Library Libraries~~
 - Parks & Recreation

- Property Management
- Public Works
- Workforce Solutions

The Countywide Strategic Team is administered by the Director of Policy Analysis and Planning and includes the following departments and divisions administered by directors appointed by the County Manager, pursuant to the County Charter, Section 3.02:

- Finance
- Human Resources
- Policy Analysis and Planning

The following departments and divisions are administered by directors appointed by the County Manager and serving in the County's Classified Service, in accordance with Minnesota Statute, Sections 383A.283 and 383A.286:

- Affirmative Action
- Finance
- Human Resources

The following departments are administered by department directors through special appointment procedures which are summarized in each department's description:

- County Extension Service
- Job Training Program
- ~~County Public Library Services~~
- Medical Examiner-Coroner
- Community Corrections

4.00.05 Delegation of Authority

Ramsey County department heads and/or departments have been granted the following broad-based, ongoing authorities delegated by the County Board of Commissioners:

a. Department heads are authorized to approve leases for equipment rentals when the department has sufficient funds and the rental term either does not exceed 12 months or permits cancellation upon no more than 60 days' notice, such as postage meters.

Source: County Board Resolution #80-1103.

b. Expenditures for Citizen and Volunteer Committees: Department heads are authorized as the sole authority in each department to approve expenditures for citizen committees and volunteers, pursuant to opinions rendered by the Ramsey County Attorney, and limited to the amount budgeted by the County Board for each department. All supplemental appropriations shall be submitted to the County Board prior to incurring the expense. Department heads shall not delegate this authority to anyone else in the department under any circumstances.

Source: County Board Resolution #84-376.

c. Each department is authorized to make small order (micro) purchases of goods, materials, supplies, and labor services in conformance with state statutes and federal regulations by “Pickup Order” and/or by procurement cards without formal competitive solicitations. Each department shall notify the Procurement Manager of those who are authorized by the department head to make such purchases.

Source: County Board Resolution 2010-290 (superseded County Board Resolution #94-515).

d. Each county department or agency may establish an imprest petty cash account, upon approval of the Director of Finance, for the purpose of making minor disbursements and to provide for making change. No single purchase from the account shall be more than \$50.

Before a department or agency establishes an imprest petty cash account, the department head shall present a request showing the need for the account to the director of Finance. The request will include the purpose for which the funds are to be used, the amount requested, and the name of the individual who will act as custodian of the account. The Director of Finance will approve or deny the request and notify the requesting department in writing of the decision.

Source: County Board Resolution #83-196.

e. Department heads are authorized to approve tuition refunds for continuing education requirements when the courses are directly job related.

Source: County Board Resolution #80-1104.

Department-specific delegations of authority are summarized in the department descriptions that follow in this chapter.

4.00.10 Outline of Chapter

Elected Officials:

4.03 County Attorney

4.06 Sheriff

Other Related Units:

4.12 County Extension Service

4.18 Job Training Programs

~~4.21 County Public Library Services~~

4.24 Medical Examiner-Coroner

Staff Divisions:

4.27 Affirmative Action
4.28 Health and Wellness Administration
4.32 Health Care Systems
4.33 Information Services
4.36 Human Resources
4.39 Policy Analysis and Planning
4.42 Property Management
4.43 Emergency Management and Homeland Security

Line Departments:

4.46 Finance
4.48 Community Corrections
4.51 Social Services
4.52 Financial Assistance Services
4.54 Parks and Recreation
4.55 Emergency Communications
4.57 Property Tax, Records and Revenue
4.58 County Assessor
4.59 Communications and Public Relations
4.60 Public Health
4.63 Public Works

4.64 Library

4.66 Veterans Services
4.68 Housing Stability
4.69 Enterprise and Administrative Services

Staffed Authorities:

4.70 Community Economic Development

4.00.20 Chapter Contents

For each department, division or office description the following information is provided:

- 4.XX.10 Summary of the nature of the department, division or office.
- 4.XX.20 Identity of the lead administrative officer.
- 4.XX.30 Description of the key duties and responsibilities of the department, division or office.
- 4.XX.40 If appropriate, delegations of authority granted that specific department, division or office.
- 4.XX.50 List of reports made internally to either the County Board or the County Manager.

4. ~~6421.00~~ COUNTY PUBLIC LIBRARY SERVICES

4. ~~6421.10~~ Office ~~Department~~-Establishment

There shall be a Library Department of the Economic Growth and Community Investment Service Team which shall be under the direction and supervision of the County Manager. ~~public library services to provide information, books and other materials and related library programs for all people of suburban³ Ramsey County. Such services shall be governed by the Ramsey County Library Board in accordance with Minnesota Statutes, Chapter 134, and other relevant Minnesota laws. The Library Board members shall be appointed for three-year terms by the Ramsey County Board of Commissioners as provided by law. The Library Board of Trustees shall develop its own bylaws.~~

4. ~~6421.20~~ Director and Appointing Authority of Director

The Director of the Library Department shall be appointed by the County Manager as provided for in Chapter 3 of ~~both the~~ County Charter and the ~~this~~ Administrative Code. ~~Library Services shall be appointed by the Ramsey County Library Board as provided under Minnesota Statutes, Chapter 134, and other relevant laws.~~

The Director of the Library Department ~~Library Services~~ shall appoint, review, transfer, suspend or remove subordinates within the Department ~~Ramsey County Public Library~~ as authorized by the Ramsey County Charter in Chapter 3 section 3.02A. ~~, as well as by Minnesota and Federal laws.~~

4.21.30 Duties and Responsibilities

~~3 Suburban Ramsey County is defined as all of Ramsey County except St. Paul.~~

~~4 The PIC-LEO Agreement requires 1) that the Job Training Program collect program data necessary for management and evaluation, and prepare required and desired reports for the PIC; and 2) that two commissioners serve as non-voting members of the PIC; and 3) That the minutes and agendas of all PIC meetings be mailed to the two commissioners representing the county on the PIC.~~

Under the supervision of the Library Director, the department shall have the following duties and responsibilities: ~~governance of the Library Board and the day-to-day administration of the Director of Library Services, the public library system shall have the following duties and responsibilities to:~~

- a. Provide and encourage public use of library services, materials and programming; ~~information services and a variety of materials and library programs to the people of suburban Ramsey County;~~
- b. Participate and promote cooperation within the regional library system; ~~Cooperate with other information providers and units of government in the~~

- ~~metropolitan area, State and nation, to ensure that citizens have access to needed information, books and other library materials;~~
- ~~c. Request operational and capital funding from the Ramsey County Board of Commissioners and to administer the financial affairs of the public library in accordance with rules and regulations of the County and State Laws;~~
- ~~d.c. Provide professional and staff support to the Ramsey County library advisory board. Implement policies and procedures for efficient and effective operation of the library system for the public;~~
- ~~e. Provide library facilities which are inviting and attractive; and~~
- ~~f. Maintain records as required by the County and State.~~

4.6421.40 Delegation of Authority

The Library Advisory Board of Trustees is authorized to accept unconditional cash gifts in the amount of \$5,000 or less as well as to accept donations of books, other materials and equipment with the stipulation that the Trustees Advisory Board furnish a list of suggested uses for these gifts which they would recommend.

Source: County Board Resolution #85-549.

There are no delegations of authority given specifically to the Library Department.

4.6421.50 Reporting Requirements

The ~~Library Board and~~ Library Department Director will prepare and submit the following reports to the County Manager:

- a. Annual report regarding gifts received in the previous fiscal year and planned usage of gifts during the current fiscal year per Section 4.64.40 County Board Resolution #85-549;
- a.b. Annual budget.
- b.c. Other reports as requested by the County Board and/or County Manager.

Chapter 4 - Organization of Departments, Offices and Agencies

4.00.00 INTRODUCTION

In accordance with the County Charter, Section 4.01 A., the following departments, offices and agencies shall comprise the organization of Ramsey County. The activities of these departments, offices and agencies are identified and defined in accordance with the Charter.

The Offices of the County Attorney and the County Sheriff are directed by elected officials. The Charter specifically states that provisions in Section 4.01 shall not apply to the elective Offices of the Sheriff and County Attorney.¹

Service Teams align the organization of Ramsey County into four strategic groupings of departments, offices and agencies for the purpose of coordinating multi-department function and integrating high-level administrative implementation. (Source: County Board Resolution B2015-056).

The following Service Teams are administered by Deputy County Managers appointed by the County Manager.

- Information and Public Records
 - Communications and Public Relations
 - County Assessor
 - Enterprise and Administrative Services
 - Information Services
 - Property Tax, Records and Election Services
- Safety and Justice
 - County Attorney's Office
 - County Sheriff's Office
 - Emergency Communications
 - Emergency Management & Homeland Security
 - Medical Examiner
- Health and Wellness
 - Community Corrections
 - Social Services
 - Finance Assistance Services
 - Public Health
 - Veterans Services Administration
- Economic Growth and Community Investment
 - Community Economic Development
 - Housing Stability
 - Library Parks & Recreation
 - Property Management

- Public Works
- Workforce Solutions

The Countywide Strategic Team is administered by the Director of Policy Analysis and Planning and includes the following departments and divisions administered by directors appointed by the County Manager, pursuant to the County Charter, Section 3.02:

- Finance
- Human Resources
- Policy Analysis and Planning

The following departments and divisions are administered by directors appointed by the County Manager and serving in the County's Classified Service, in accordance with Minnesota Statute, Sections 383A.283 and 383A.286:

- Affirmative Action
- Finance
- Human Resources

The following departments are administered by department directors through special appointment procedures which are summarized in each department's description:

- County Extension Service
- Job Training Program
- Medical Examiner-Coroner
- Community Corrections

4.00.05 Delegation of Authority

Ramsey County department heads and/or departments have been granted the following broad-based, ongoing authorities delegated by the County Board of Commissioners:

a. Department heads are authorized to approve leases for equipment rentals when the department has sufficient funds and the rental term either does not exceed 12 months or permits cancellation upon no more than 60 days' notice, such as postage meters.

Source: County Board Resolution #80-1103.

b. Expenditures for Citizen and Volunteer Committees: Department heads are authorized as the sole authority in each department to approve expenditures for citizen committees and volunteers, pursuant to opinions rendered by the Ramsey County Attorney, and limited to the amount budgeted by the County Board for each department. All supplemental appropriations shall be submitted to the County Board prior to incurring the expense. Department heads shall not delegate this authority to anyone else in the department under any circumstances.

Source: County Board Resolution #84-376.

c. Each department is authorized to make small order (micro) purchases of goods, materials, supplies, and labor services in conformance with state statutes and federal regulations by "Pickup Order" and/or by procurement cards without formal competitive solicitations. Each department shall notify the Procurement Manager of those who are authorized by the department head to make such purchases.

Source: County Board Resolution 2010-290 (superseded County Board Resolution #94-515).

d. Each county department or agency may establish an imprest petty cash account, upon approval of the Director of Finance, for the purpose of making minor disbursements and to provide for making change. No single purchase from the account shall be more than \$50.

Before a department or agency establishes an imprest petty cash account, the department head shall present a request showing the need for the account to the director of Finance. The request will include the purpose for which the funds are to be used, the amount requested, and the name of the individual who will act as custodian of the account. The Director of Finance will approve or deny the request and notify the requesting department in writing of the decision.

Source: County Board Resolution #83-196.

e. Department heads are authorized to approve tuition refunds for continuing education requirements when the courses are directly job related.

Source: County Board Resolution #80-1104.

Department-specific delegations of authority are summarized in the department descriptions that follow in this chapter.

4.00.10 Outline of Chapter

Elected Officials:

4.03 County Attorney

4.06 Sheriff

Other Related Units:

4.12 County Extension Service

4.18 Job Training Programs

4.24 Medical Examiner-Coroner

Staff Divisions:

- 4.27 Affirmative Action
- 4.28 Health and Wellness Administration
- 4.32 Health Care Systems
- 4.33 Information Services
- 4.36 Human Resources
- 4.39 Policy Analysis and Planning
- 4.42 Property Management
- 4.43 Emergency Management and Homeland Security

Line Departments:

- 4.46 Finance
- 4.48 Community Corrections
- 4.51 Social Services
- 4.52 Financial Assistance Services
- 4.54 Parks and Recreation
- 4.55 Emergency Communications
- 4.57 Property Tax, Records and Revenue
- 4.58 County Assessor
- 4.59 Communications and Public Relations
- 4.60 Public Health
- 4.63 Public Works

- 4.64 Library
- 4.66 Veterans Services
- 4.68 Housing Stability
- 4.69 Enterprise and Administrative Services

Staffed Authorities:

- 4.70 Community Economic Development

4.00.20 Chapter Contents

For each department, division or office description the following information is provided:

- 4.XX.10 Summary of the nature of the department, division or office.
- 4.XX.20 Identity of the lead administrative officer.
- 4.XX.30 Description of the key duties and responsibilities of the department, division or office.
- 4.XX.40 If appropriate, delegations of authority granted that specific department, division or office.
- 4.XX.50 List of reports made internally to either the County Board or the County Manager.

4.64.00 LIBRARY

4.64.10 Department Establishment

There shall be a Library Department of the Economic Growth and Community Investment Service Team which shall be under the direction and supervision of the County Manager.

4.64.20 Director and Appointing Authority of Director

The Director of the Library Department shall be appointed by the County Manager as provided for in Chapter 3 of the County Charter and this Administrative Code.

The Director of the Library Department shall appoint, review, transfer, suspend or remove subordinates within the Department as authorized by the Ramsey County Charter in Chapter 3 section 3.02A.

4.21.30 Duties and Responsibilities

Under the supervision of the Library Director, the department shall have the following duties and responsibilities:

- a. Provide and encourage public use of library services, materials and programming;
- b. Participate and promote cooperation within the regional library system;
- c. Provide professional and staff support to the Ramsey County library advisory board. ;

4.64.40 Delegation of Authority

The Library Advisory Board is authorized to accept unconditional cash gifts in the amount of \$5,000 or less as well as to accept donations of books, other materials and equipment with the stipulation that the Advisory Board furnish a list of suggested uses for these gifts which they would recommend.

Source: County Board Resolution #85-549.

There are no delegations of authority given specifically to the Library Department.

4.64.50 Reporting Requirements

The Library Department will prepare and submit the following reports to the County Manager:

- a. Annual report regarding gifts received in the previous fiscal year and planned usage of gifts during the current fiscal year per Section 4.64.40;
- b. Annual budget.
- c. Other reports as requested by the County Board and/or County Manager.

Sponsor: Library

Meeting Date: 9/5/2023

Title: Amendments to Administrative Code - Library Department

File Number: 2023-362

Background and Rationale:

The 2023 Ramsey County state legislature platform included a plank to pursue legislation to establish the county library board as an advisory committee to the county board. This legislation was passed by the 2023 legislature and signed by the Governor. This special law required local approval to become effective and the Ramsey County Board officially approved the law on June 20, 2023. As a result of these actions, the Administrative Code requires updating to reflect the new library governance structure and responsibilities.

Additionally, in 2021, as part of a broad effort to improve policy management and compliance, the County Manager's Office coordinated a comprehensive review of county policy documents, including the Administrative Code. This review identified inconsistencies in language that are also addressed within the proposed amendments.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Approve amendments to the Administrative Code to update Library Department governance and responsibilities.
2. Direct the Chief Clerk to amend the Administrative Code to reflect approved amendments.

A motion to approve was made by Commissioner Moran, seconded by Commissioner Reinhardt.
Motion passed.

Aye: - 7: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 
Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2023-385

Meeting Date: 9/5/2023

Sponsor: Workforce Solutions

Title

Donation from Sundance Family Foundation to the Workforce Solutions Department

Recommendation

Accept the donation of \$50,000 from Sundance Family Foundation to the Workforce Solutions Department for continuation of youth workforce development efforts.

Background and Rationale

Founded in 2003, the Sundance Family Foundation has been providing resources and support to youth employment organizations and programs for 20 years. With a mission to “accelerate youth development and strengthen family stability”, the foundation has been a champion for youth in Ramsey County. The foundation has partnered with Ramsey County for many years, including as a private grant funder for the first cohort of the Young Adult Career Academy program, which has continued successfully for three years.

The Sundance Family Foundation has helped to lay a critical foundation for the wider work to align and enhance the youth employment ecosystem in Ramsey County, and has:

- Invested in Earn and Learn.
- Leveraged convening influence demonstrating the power of partnership.
- Supported critical pivots during the COVID pandemic.
- Impacted systems change with partners including employers and government entities.

The Sundance Family Foundation will be closing in December 2023. Because of Workforce Solution’s long-standing partnership and continued work in this space, the foundation is providing an Accelerating Prosperity Pathways gift of \$50,000 to Ramsey County. Workforce Solutions will use this gift to continue to support Earn & Learn programs, build alignments and intentionality to ensure practitioners have access to resources and employers, build additional networks of employers to support young people and leverage tools developed by the foundation to amplify best practices for youth employment services.

County Goals (Check those advanced by Action)

☒ Well-being ☒ Prosperity ☒ Opportunity ☐ Accountability

Racial Equity Impact

Ramsey County Workforce Solutions will use this donation to continue to build a youth employment ecosystem that ensures that Black, Indigenous and other racially and ethnically diverse young people will have access to opportunity. Through the continued work of increasing collaboration and reducing competition, Workforce Solutions will help partner programs and organization reach young people most in need of employment and education supports.

Community Participation Level and Impact

The Sundance Family Foundation has chosen to provide this donation to Ramsey County based on their own goals and plans, and with limited community input.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The \$50,000 donation from the Sundance Family Foundation is new revenue and will be accounted for in an existing project, Youth Works Initiative, which holds other fundings provided by foundations for youth and young adult employment efforts.

Last Previous Action

None.

Attachments

1. Letter from Sundance Family Foundation



To: Ling Becker, Ramsey County Workforce Solutions
From: Peg Thomas, Sundance Foundation
Date: August 10, 2023
Re: Sundance Accelerating Prosperity Pathways Gift

The collaboration between the Sundance Foundation and Workforce Solutions has made such an indelible impact on youth employment in Ramsey County. We are so grateful for this partnership. As we sunset our foundation, we are confident in groundwork we have laid together in the areas of:

- invested in Earn and Learn.
- leveraged your convening influence demonstrating the power of partnerships.
- supported critical pivots during the pandemic.
- impacted systems change with partners including employers and government entities.

In these areas, the Foundation has invested in the power of young people, and has changed mindsets of youth, practitioners, employers and government agencies. We have seen Ramsey County change policies, practices and invested in governmental interventions, differently, to better support young people.

As the Foundation closes, we see Ramsey County as an obvious partner for us to give a last investment, through an “Accelerating Prosperity Pathways” gift. The pandemic was a very difficult time, and through it all, the county’s work evolved as needed. Through Accelerating Prosperity Pathways gift of \$50,000 to Ramsey County, we look forward to you building upon the many efforts and initiatives of the Sundance Foundation and help them to continue to take deeper roots and evolve into the work of Ramsey County Youth Works! for 18–30-year-olds. We ask you to prioritize items below:

Support for Earn and Learn programs.	<ul style="list-style-type: none">• Promotion of programs.• Filling gaps for organizational successes.
Building alignments and intentionality to ensure practitioners working with young people have continued access to programs and connections to employers.	<ul style="list-style-type: none">• Host resource sessions.• Coordinate practitioner learning and connections.
Build additional networks of employer partners who value the Earn and Learn model.	<ul style="list-style-type: none">• Host employer connections events to support Youth Works! and Earn and Learn opportunities.
Leverage the foundation tools that have been developed by the Sundance Foundation to amplify best practices for youth employment.	<ul style="list-style-type: none">• Use the Retrospective Tool in evaluating Earn and Learn programming.• Leverage Zoomerkammers and its learning for building opportunities for connections to program and resources to explore careers, post-secondary training and discover their own meaningful futures.

Sponsor: Workforce Solutions

Meeting Date: 9/5/2023

Title: Donation from Sundance Family Foundation to the Workforce Solutions Department

File Number: 2023-385

Background and Rationale:

Founded in 2003, the Sundance Family Foundation has been providing resources and support to youth employment organizations and programs for 20 years. With a mission to “accelerate youth development and strengthen family stability”, the foundation has been a champion for youth in Ramsey County. The foundation has partnered with Ramsey County for many years, including as a private grant funder for the first cohort of the Young Adult Career Academy program, which has continued successfully for three years.

The Sundance Family Foundation has helped to lay a critical foundation for the wider work to align and enhance the youth employment ecosystem in Ramsey County, and has:

- Invested in Earn and Learn.
- Leveraged convening influence demonstrating the power of partnership.
- Supported critical pivots during the COVID pandemic.
- Impacted systems change with partners including employers and government entities.

The Sundance Family Foundation will be closing in December 2023. Because of Workforce Solution’s long-standing partnership and continued work in this space, the foundation is providing an Accelerating Prosperity Pathways gift of \$50,000 to Ramsey County. Workforce Solutions will use this gift to continue to support Earn & Learn programs, build alignments and intentionality to ensure practitioners have access to resources and employers, build additional networks of employers to support young people and leverage tools developed by the foundation to amplify best practices for youth employment services.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

Accept the donation of \$50,000 from Sundance Family Foundation to the Workforce Solutions Department for continuation of youth workforce development efforts.

A motion to approve was made by Commissioner Moran, seconded by Commissioner Reinhardt. Motion passed.

Aye: - 7: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 
Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2023-389

Meeting Date: 9/5/2023

Sponsor: Housing Stability

Title

Grant Agreement with Minnesota Housing Finance Agency for Homework Starts with Home Project

Recommendation

1. Ratify submittal of the grant application to the Minnesota Housing Finance Association in the amount of \$1,146,554.
2. Accept a grant award and approve a grant agreement with Minnesota Housing Finance Agency for Homework Starts with Home Project for the period of October 1, 2023, through September 30, 2027, in the amount of \$1,146,554.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements and contracts in accordance with the county's procurement policies and procedures provided the amounts are within the limits of the grant funding.

Background and Rationale

In 2018, the Minnesota Housing Finance Agency (MHFA) in partnership with the Minnesota Department of Education, the Minnesota Department of Human Services, the Minnesota Interagency Council on Homelessness (MICH), and the Heading Home Minnesota Funders Collaborative initiated a project called Homework Starts with Home (HSWH). The effort is part of the state of Minnesota's action plan to prevent and end homelessness. It is intended to support collaborative efforts between schools, housing organizations, and local governments to identify, engage, and stabilize students and their families who are experiencing homelessness. At development of the project, it was decided that the local government agencies who were the Family Homelessness Prevention and Assistance Program (FHPAP) grantees would have the role of being the grant recipient and administrator of resulting contracts; in partnership with Heading Home Ramsey Continuum of Care (COC), the Housing Stability department presently serves as the FHPAP grantee.

Target populations for the grant are families who are homeless or at imminent risk of homelessness and have children who are in pre-kindergarten through grade 12 academic programs or youth (with or without children of their own) without a parent or guardian who are eligible for an academic program through grade 12 and who are facing housing instability. MHFA led the grantee selection process and Solid Ground in partnership with Lutheran Social Services was selected. As the FHPAP grantee, Housing Stability agreed to accept the funds to pass through to Solid Ground.

The county will receive a total of \$1,146,554, of which \$22,931 (2%) will be retained by the Ramsey County Housing Stability department for administrative oversight, with the remaining \$1,123,619 (98%) being passed through to as a direct contract action to Solid Ground. Solid Ground will be the lead of the Homework Starts With Home collaborative, which includes Solid Ground, Lutheran Social Services, Washington County, Merrick Community Services, Comunidades Latinas Unidas en Servicio (CLUES), Independent Schools Districts (ISDs) 621, 622, 623, 624, 831, 832, 833, and 834, and the Suburban Ramsey Family Collaborative.

These funds help support the broader Heading Home Ramsey Continuum of Care strategic priorities to

prevent and end homelessness in the county. A memorandum of agreement between the county and the providers was jointly developed clarifying roles and responsibilities. Housing Stability will be responsible for receiving and distributing funding to Solid Ground, monitoring Solid Ground activities annually, and monitoring expenditures and performance of Solid Ground quarterly.

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

One of MHFA's values is to be inclusive, equitable and just in its actions, as stated on its website. This not only includes supporting a new state Plan to Prevent and End Homelessness that focuses on racial, housing and health justice, but it also extends to Minnesota Housing's funding commitments, including Homework Starts with Home.

Most families experiencing homelessness and housing instability in Suburban Ramsey are students and families of color; therefore, this grant will continue to enable working with people who are underserved, under-supported, marginalized and disproportionately harmed by the multiple pandemics of our time; poverty, racism, violence, and COVID-19. This includes indigenous communities, black and brown bodied individuals, and their children as well as those who identify as Lesbian, Gay, Bisexual, Transgender, Queer or Questioning, and Intersex (LGBTQI+).

The FHPAP funds for the HSWH grant will support students and families of color by providing supportive services, resources/referrals, and financial assistance to prevent their homelessness. Community Resource Navigators and Community Social Workers in the identified school districts work in partnership with Solid Ground to identify and support families who are at-risk of homelessness.

Community Participation Level and Impact

The existing suburban HSWH partnership has a student/parent advisory committee that has met regularly for several years. Topics for each meeting are developed by the advisors and can range from employment to parenting to tenants' rights. Some meetings involve training and resource sharing, while others are more conversational. The meetings are held virtually over Zoom in the late afternoon/evening to allow members who work to participate, and gift cards are provided for participation. Using a continuous learning model, HSWH advisors provide ongoing input as to what is working and what is not, and overall cultural appropriateness. This practice will continue with the current HSWH four-year grant.

The HSWH team, which includes Solid Ground, partners with the Suburban Ramsey Family Collaborative (SRFC) who work closely with the Ramsey County Social Services, Workforce Solutions, and Children's Mental Health Collaborative, as well as all public-school districts located within Ramsey County. This work involves planning resource fairs for families with children to ensure access to basic needs and health/wellness, to support wealth creation, and to provide opportunities for jobs and training.

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

Of the \$1,146,550 to be received, \$22,931 (2%) will be retained by the Ramsey County Housing Stability department for administrative oversight, with the remaining \$1,123,619 (98%) being passed through to as a direct contract action to Solid Ground. Funds will be moved to a grant fund and will be allocated through the life of the grant (October 1, 2023 through September 30, 2027).

Last Previous Action

On December 14, 2021, the Ramsey County Board of Commissioners approved a grant agreement with the

Minnesota Housing Finance Association for the Homework Starts With Home Project (B2021-263).

Attachments

1. Ramsey County Homework Starts With Home/FHPAP Contract

**MINNESOTA HOUSING FINANCE AGENCY
GRANT CONTRACT AGREEMENT
Homework Starts with Home
Family Homeless Prevention and Assistance Program**

This Grant Contract Agreement is between the Minnesota Housing Finance Agency ("MHFA") and Ramsey County, 121 7th Place East, Suite 4000, Saint Paul, MN, 55101 ("Grantee").

Recitals

1. Under Minn. Stat. 462A.204, MHFA is empowered to enter into this Grant Contract Agreement.
2. MHFA is in need of a Family Homeless Prevention and Assistance Program (the "Program") to secure stable housing for families with school-age children who have moved frequently and for unaccompanied youth in order to reduce school absenteeism; stabilize children in one home setting or, at a minimum, in one school setting; and reduce shelter usage.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of MHFA. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this Grant Contract Agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:*

October 1, 2023, Per [Minn. Stat.§16B.98](#), Subd. 5, the Grantee must not begin work until this Grant Contract Agreement is fully executed and MHFA'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.

1.2 *Grant period:*

The Grant Contract Agreement period for the Program begins with the Effective Date of this Grant Contract Agreement and continues through **September 30, 2027**, (the "Grant Period"). All funds provided through this Grant Contract Agreement must be fully expended in compliance with this Grant Contract Agreement by the end of the Grant Period.

1.3 *Expiration date:*

December 31, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.4 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this Grant Contract Agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

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

Comply with required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1) and review the State of Minnesota Office of Grants Management policy 08-01, (Conflict of Interest for State Grant-Making). The Grantee is required to have a documented Conflict of Interest policy and must utilize this policy when performing the Grantee duties under the Grant Contract Agreement. If the Grantee has knowledge or becomes aware of any actual, potential, perceived, or organizational conflicts of interest with respect to the Grant Contract Agreement, the Grantee shall immediately disclose the conflict of interest directly to MHFA.

2.1 The Grantee has submitted an application for funding under the Program, which as revised as required

by MHFA, is attached hereto as **Exhibit A** and made a part hereof (the “Application”). The Grantee has submitted to MHFA a Work Plan for funding under the Program, which as revised as required by MHFA, is attached hereto as **Exhibit B** and made a part hereof (the “Work Plan”). The Application and Work Plan are collectively known as the “Grantee’s Project Plan”. The Grantee shall perform the activities that are outlined in the Grantee’s Project Plan in accordance with the approved Budget (as defined below) specified in the Grantee’s Project Plan, or as otherwise approved in writing by MHFA.

2.2 The Grantee and their collaborative partners have entered into a Memorandum of Understanding (“the MOU”) attached hereto as **Exhibit C** that outlines how the activities described in the Grantee’s Project Plan will be performed on the local level. The Grantee and their collaborative partners further agree that any changes in the MOU must be communicated to MHFA within 30 days prior to the effective date of such change and that a MOU must remain in effect during the term of this Grant Contract Agreement that includes:

- a) Identification of the collaborative partners which, at a minimum, must include the Grantees of Family Homeless Prevention and Assistance and Housing Trust Fund, any subgrantees, the participating school and participating local governmental entity. The identified partners may include other collaborators that do not receive funding but will play important roles in the Program.
- b) The roles of each partner, including services they will provide and other important duties or responsibilities, and any special or unique contributions they will make to the Program such as providing priority or expedited access to existing resources they control.
- c) A description of how the collaboration will be managed and governed, including how decisions will be made, how communication will take place, and the mechanisms for managing the collaboration on an ongoing basis such as regular meetings among the parties.
- d) The shared eligibility criteria and any additional eligibility criteria required by each partner, and the process for selecting participants in the Program from among all eligible people.
- e) Identification of the entity or entities who will be responsible for reporting, including:
 - i. Narrative reports.
 - ii. HMIS (as defined below) data entry and submission of HMIS-generated reports.
 - iii. Financial reports.

2.3 The Grantee agrees to comply with all Program expectations and requirements outlined in the Program Guide located on the MHFA’s [website](#) and covering October 1, 2023-September 30, 2025, which is incorporated into this Grant Contract Agreement, which may be amended from time to time as needed. MHFA will provide notice of any such amendments to the Grantee’s Authorized Representative (defined herein) by email. Unless otherwise indicated in the Program Guide, any such amendments are binding on the Grantee as of the date indicated in the notice, which shall not be earlier than the date that MHFA sends the notice.

2.4 **Reporting**

The Grantee shall submit quarterly project reports to MHFA. These reports must be submitted in a template provided by MHFA and include actual Program results compared to Program objectives outlined in Grantee’s Project Plan. The Grantee shall submit to MHFA information about individual households served by the Grantee, as determined necessary by MHFA. Information about households served must be submitted to MHFA on a quarterly and annual basis by the due dates established in the Reporting Timeline, attached hereto as **Exhibit D**.

The Grantee is also required to share copies of the annual reports with collaborative partners listed in the MOU.

2.5 **Evaluation**

The Grantee is required to provide information for and participate in research and evaluation activities conducted by MHFA to evaluate the Program.

2.6 *Minnesota Homeless Management Information System*

- (a) The Grantee agrees that it will cooperate in good faith with Institute for Community Alliances (ICA) (the “Administrator”), and any successors and/or assigns of the Administrator’s rights and responsibilities regarding the Minnesota Homeless Management Information System computerized database (“HMIS”) to (i) participate in and receive any training which the Administrator may require from time to time in order for the Grantee to be a licensed user of HMIS, and (ii) satisfy other reasonable requirements which may be imposed by the Administrator and MHFA in connection with HMIS.
- (b) The Grantee agrees that it will (i) request certain information from the individuals it serves through the Program, pursuant to Grantee’s agreement with the Administrator, (ii) input such information into HMIS in a timely manner, and (iii) run reports and test data for accuracy, as directed by the Administrator and MHFA.
- (c) The Grantee agrees that it will obtain any and all necessary disclosures, releases and consents in connection with the Program to permit MHFA to access information and receive periodic reports from the Administrator (additional information is available at <http://www.hmismn.org>), and the Grantee hereby expressly permits MHFA to access any and all such information.

2.7 *Contracts*

The Grantee shall include in any contract with a sub-grantee, in addition to the provisions necessary to define a sound and complete agreement, (i) all of the provisions contained in Section 2.6 hereof, to the extent that such contract relates to the licensing, training and other requirements regarding HMIS, (ii) provisions necessary for MHFA, or its representatives, or the Legislative or State Auditor for the State of Minnesota to inspect, audit, copy, or abstract, any and all of sub-grantee’s books, records, papers, or other documents relevant to the Grant Proceeds (as defined below) or the use of the Grant Proceeds thereof, (iii) provisions that sub-grantee is not allowed, without the prior written consent of MHFA, which consent may be withheld at the sole discretion of MHFA, to enter into any sub-contract or agreement that is relevant to the Grant Proceeds or the use of the Grant Proceeds, and (iv) all provisions necessary to assure sub-grantee compliance with applicable state laws. **Notwithstanding the foregoing, MHFA reserves the right to limit, at any time and in its sole discretion, the ability of the Grantee to enter into any contract relevant to the Grant Proceeds or the use of the Grant Proceeds.**

3 **Time**

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence.

4 **Consideration and Payment**

4.1 *Consideration.*

MHFA will pay for all services performed by the Grantee under this Grant Contract Agreement as follows:

(a) *Compensation*

The Grantee will be paid up to a maximum of \$1,146,554.00 per the breakdown of costs contained in the Budget (the “Budget”), which is attached and incorporated into this Grant Contract Agreement as **Exhibit E**.

(b) *Travel Expenses*

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this Grant Contract Agreement will not exceed \$0.00; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current “Commissioner’s Plan” promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received MHFA’s prior written approval for out of

state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of MHFA for all compensation and reimbursements to the Grantee under this Grant Contract Agreement will not exceed \$1,146,554.00 (the “Grant Proceeds”).

4.2 Payment

(a) Disbursements

The disbursement of the Grant Proceeds is as follows:

- (i) One-sixteenth of the total amount of the Grant Proceeds will be disbursed upon execution of the Grant Contract Agreement.
- (ii) One-sixteenth of the remaining amount of the Grant Proceeds, at MHFA’s sole discretion and subject to funding availability, until the Grant Proceeds are fully disbursed, at the beginning of each quarter of MHFA’s fiscal year during the Grant Period of this Grant Contract Agreement.

MHFA reserves the right to withhold or delay disbursements, at its sole discretion, if Grantee fails to perform or make reasonable, diligent progress towards, the activities set forth in Grantee’s Project Plan or otherwise fails to comply with the requirements of this Grant Contract Agreement.

(b) Unexpended Funds

The Grantee must promptly return to MHFA within 90 days of the end of the Grant Period, any unexpended funds that have not been accounted for annually in a financial report to MHFA due at grant closeout.

(c) Interest Earnings

Interest accruing on the Grant Proceeds held by the Grantee shall be applied in accordance with the permitted activities outlined in Grantee’s Project Plan.

4.3 Contracting and Bidding Requirements

(a) Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.

(b) Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.

(c) Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

(d) The Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- a. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
- b. Metropolitan Council Underutilized Business Program: MCUB: [Metropolitan Council Underutilized Business Program](#)
- c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#)

(e) The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

- (f) The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- (g) Notwithstanding (a) - (d) above, MHFA may waive bidding process requirements when:
 - Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant.
 - It is determined there is only one legitimate or practical source for such materials or services and that the Grantee has established a fair and reasonable price.
- (h) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (i) The Grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the Grantee under this Grant Contract Agreement must be performed to MHFA's satisfaction, as determined at the sole discretion of the MHFA's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by MHFA to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

MHFA's Authorized Representative is James Lehnhoff, Multifamily Assistant Commissioner, 400 Wabasha St N, Suite 400, St. Paul, MN 55102; 651.296.3028, james.lehnhoff@state.mn.us or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement. If the services are satisfactory, the MHFA's Authorized Representative will certify acceptance on each invoice submitted for payment. The Authorized Representative may delegate certain responsibilities to the Program Manager: Diane Elias, 651.284.3176, diane.elias@state.mn.us or her successor.

The Grantee's Authorized Representative is Renee Theese, Planning Specialist II/Prevention & FHPAP Coordinator, 121 7th Place East, Suite 4000, Saint Paul, MN, 55101, 612.358.5207, Renee.Theese@CO.RAMSEY.MN.US. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify MHFA.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior written consent of MHFA, approved by the same parties who executed and approved this Grant Contract Agreement, or their successors in office.

7.2 Amendments

Any amendments to this Grant Contract Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Contract Agreement, or their successors in office.

7.3 Waiver

If MHFA fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or MHFA's right to enforce it.

7.4 Grant Contract Agreement Complete

This Grant Contract Agreement contains all negotiations and agreements between MHFA and the

Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold MHFA, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by MHFA, arising from the performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the MHFA's failure to fulfill its obligations under this Grant Contract Agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Contract Agreement or transaction are subject to examination by MHFA and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and MHFA must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MHFA under this Grant Contract Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Contract Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or MHFA. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify MHFA. MHFA will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights

- (a) MHFA owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Grant Contract Agreement. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Grant Contract Agreement. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Grant Contract Agreement. The documents will be the exclusive property of MHFA and all such documents must be immediately returned to MHFA by the Grantee upon completion or cancellation of this Grant Contract Agreement. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the works and the documents to MHFA. The Grantee must, at the request of MHFA, execute all papers and perform all other acts necessary to transfer or record MHFA's ownership interest in the works and documents.

(b) Obligations

- (1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance

of this Grant Contract Agreement, the Grantee will immediately give MHFA's Authorized Representative written notice thereof, and must promptly furnish MHFA's Authorized Representative with complete information and/or disclosure thereon.

- (1) Representation. The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of MHFA, and that neither the Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. The Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless MHFA, at Grantee's expense, from any action or claim brought against MHFA to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or MHFA's opinion is likely to arise, the Grantee must, at the MHFA's discretion, either procure for MHFA the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of MHFA will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation and Insurance

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

11.2 The Grantee shall obtain and maintain, a Certificate of Liability showing employee dishonesty/crime coverage insurance or other similar coverage in the amount of at least one-eighth of the total amount of the Grant Proceeds, and naming MHFA as certificate holder on the Certificate of Liability as approved in writing by MHFA. The Grantee, at its sole cost and expense and from time to time and at any time at the request of MHFA, must provide evidence of such coverage.

If the Grantee executes a grant contract with a sub-grantee, then the Grantee shall obtain and maintain, and have on file for MHFA to review, evidence of sub-grantee's employee dishonesty/crime coverage insurance or other similar coverage in the amount of at least one-eighth of the total sub-grantee grant contract.

12 Publicity and Endorsement

12.1 *Publicity*

Any publicity regarding the subject matter of this Grant Contract Agreement must identify MHFA as the sponsoring agency and must not be released without prior written approval from MHFA's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Contract Agreement. All projects primarily funded by state grant appropriations must publicly credit MHFA, including on the Grantee's website when practicable.

12.2 *Endorsement*

The Grantee must not claim that MHFA endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Contract Agreement. Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by MHFA

MHFA may immediately terminate this Grant Contract Agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause

MHFA may immediately terminate this Grant Contract Agreement if MHFA finds that there has been a failure to comply with the provisions of this Grant Contract Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. MHFA may take action to protect the interests of MHFA, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding

MHFA may immediately terminate this Grant Contract Agreement if:

- (a) It does not obtain funding from the Minnesota Legislature
- (b) 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 Grantee. MHFA is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MHFA will not be assessed any penalty if this Grant Contract Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MHFA must provide the Grantee notice of the lack of funding within a reasonable time of MHFA's receiving that notice.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MHFA, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Fraud Disclosure

Fraud is any intentionally deceptive action made for personal gain or to damage another. Any person or entity (including its employees and affiliates) that enters into an agreement with MHFA and witnesses, discovers evidence of, receives a report from another source, or has other reasonable basis to suspect that fraud or embezzlement has occurred must immediately make a report to:

- MHFA's Chief Risk Officer at 651.296.7608 or 800.657.3769 or by email at Mike.Thone@state.mn.us;
- Any member of MHFA's [Servant Leadership Team](#) denoted on MHFA's current organizational chart (Go to mnhousing.gov, scroll to the bottom of the screen and select About Us, select Servant Leadership Team); or
- [Report Wrongdoing or Concerns \(mnhousing.gov\)](#) (Go to mnhousing.gov, scroll to the bottom of the screen and select Report Wrongdoing).

17 Suspension

By entering into any agreement with MHFA, a contracting party represents that the contracting party (including its employees or affiliates that will have direct control over the subject of the agreement) has not been suspended from doing business with MHFA. Please refer to MHFA’s website for a list of [suspended individuals and organizations](http://mnhousing.gov/suspensions). (Go to mnhousing.gov/suspensions)

18 Conflicts

In the event of a conflict between the terms of this Contract, its exhibits, and the Program Guide, or between exhibits, the order of precedence is first the Contract, and then in the following order:

Program Guide

Exhibit B

Exhibit A

Exhibit C

1. 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.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

2. MINNESOTA HOUSING FINANCE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:
Agency
Grantee

Sponsor: Housing Stability

Meeting Date: 9/5/2023

Title: Grant Agreement with Minnesota Housing Finance Agency for Homework Starts with Home Project

File Number: 2023-389

Background and Rationale:

In 2018, the Minnesota Housing Finance Agency (MHFA) in partnership with the Minnesota Department of Education, the Minnesota Department of Human Services, the Minnesota Interagency Council on Homelessness (MICH), and the Heading Home Minnesota Funders Collaborative initiated a project called Homework Starts with Home (HSWH). The effort is part of the state of Minnesota's action plan to prevent and end homelessness. It is intended to support collaborative efforts between schools, housing organizations, and local governments to identify, engage, and stabilize students and their families who are experiencing homelessness. At development of the project, it was decided that the local government agencies who were the Family Homelessness Prevention and Assistance Program (FHPAP) grantees would have the role of being the grant recipient and administrator of resulting contracts; in partnership with Heading Home Ramsey Continuum of Care (COC), the Housing Stability department presently serves as the FHPAP grantee.

Target populations for the grant are families who are homeless or at imminent risk of homelessness and have children who are in pre-kindergarten through grade 12 academic programs or youth (with or without children of their own) without a parent or guardian who are eligible for an academic program through grade 12 and who are facing housing instability. MHFA led the grantee selection process and Solid Ground in partnership with Lutheran Social Services was selected. As the FHPAP grantee, Housing Stability agreed to accept the funds to pass through to Solid Ground.

The county will receive a total of \$1,146,554, of which \$22,931 (2%) will be retained by the Ramsey County Housing Stability department for administrative oversight, with the remaining \$1,123,619 (98%) being passed through to as a direct contract action to Solid Ground. Solid Ground will be the lead of the Homework Starts With Home collaborative, which includes Solid Ground, Lutheran Social Services, Washington County, Merrick Community Services, Comunidades Latinas Unidas en Servicio (CLUES), Independent Schools Districts (ISDs) 621, 622, 623, 624, 831, 832, 833, and 834, and the Suburban Ramsey Family Collaborative.

These funds help support the broader Heading Home Ramsey Continuum of Care strategic priorities to prevent and end homelessness in the county. A memorandum of agreement between the county and the providers was jointly developed clarifying roles and responsibilities. Housing Stability will be responsible for receiving and distributing funding to Solid Ground, monitoring Solid Ground activities annually, and monitoring expenditures and performance of Solid Ground quarterly.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Ratify submittal of the grant application to the Minnesota Housing Finance Association in the amount of \$1,146,554.
2. Accept a grant award and approve a grant agreement with Minnesota Housing Finance Agency for Homework Starts with Home Project for the period of October 1, 2023, through September 30, 2027, in the amount of \$1,146,554.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. Authorize the County Manager to enter into agreements and execute amendments to agreements and contracts in accordance with the county's procurement policies and procedures provided the amounts are within the limits of the grant funding.

A motion to approve was made by Commissioner Moran, seconded by Commissioner Reinhardt.
Motion passed.

Aye: - 7: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 

Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2023-388

Meeting Date: 9/5/2023

Sponsor: Housing Stability

Title

Grant Agreement with the Minnesota Housing Finance Agency for Family Homeless Prevention and Assistance Program

Recommendation

1. Ratify the submittal of the grant application to the Minnesota Housing Finance Agency, in the amount of \$13,633,364
2. Accept a grant award and approve and approve a grant agreement with Minnesota Housing Finance Agency for Family Homeless Prevention and Assistance Program for the period of October 1, 2023, through September 30, 2025, in the amount of \$6,590,000.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. 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.
5. Approve an increase in the personnel complement of the Housing Stability department by 1.0 Full-Time Equivalent position, for the duration of the grant

Background and Rationale

The Minnesota Family Homelessness Prevention and Assistance Program (FHPAP) was established in 1993 to assist families with children, single adults and youth who are homeless or at imminent risk of homelessness. The Minnesota Housing Finance Agency (MHFA) administers the FHPAP with guidance from the Minnesota Interagency Council on Homelessness and the state's plan to prevent and end homelessness. The FHPAP provides funds to serve low-income (less than 200% Federal Poverty Guidelines) residents to prevent homelessness and/or to rapidly rehouse those households that are homeless.

The county works with its community partners through an FHPAP Advisory Committee (required by statute) and Heading Home Ramsey (the county's Continuum of Care or "CoC") to design a homeless crisis response system, develop project outcome measures, and assess the short and long-term effectiveness of the program in meeting the needs of families who are at risk of homelessness, or are experiencing homeless. This year, Heading Home Ramsey prioritized serving families with minor children, single adults, and parenting or unaccompanied youth under 25 years old for the 2023-2025 grant cycle by providing street outreach, prevention assistance, coordinated entry, and rapid rehousing services.

MHFA awarded Ramsey County \$6,590,000 for the 2023-2025 FHPAP Biennium. Of the total funding, \$6,380,000 of the grant funding will be awarded to 13 subgrantees and \$210,000 will be retained as personnel costs within the Ramsey County Housing Stability department for a 1.0 FTE Planning Specialist position for the duration of the grant. Ramsey County issued a solicitation in February 2023.

The solicitation received 20 respondents, of which 13 were awarded funding. Funded agencies include:

1. 1 Day At A Time
2. American Indian Family Center

3. Catholic Charities
4. Comunidades Latinas Unidas En Servicio (CLUES)
5. Face to Face
6. Hmong American Partnership
7. Lutheran Social Services
8. Merrick Community Services
9. Minnesota Community Care
10. Neighborhood House
11. Solid Ground
12. Wilder Foundation
13. YMCA

County Goals (Check those advanced by Action)

☒ Well-being
 ☒ Prosperity
 ☒ Opportunity
 ☐ Accountability

Racial Equity Impact

MHFA strives to be inclusive, equitable and just in its actions. Examples of this include supporting a state plan to prevent and end homelessness which focuses on racial, housing and health justice, as well as providing funding commitments such as FHPAP. To further address the racial disparities that exist among Minnesotans experiencing homelessness, MHFA prioritizes working with grant administrators who will be successful in improving housing stability for communities disproportionately impacted by homelessness.

For the 2023-2025 biennium, the Heading Home Ramsey ranking committee's selections included the following subgrantees that will specialize serving populations where disparities are evident in the CoC's performance measures:

- 1 Day At A Time - Rapid Rehousing Project - African American households.
- Comunidades Latinas Unidas En Servicio (CLUES) - Prevention Project - Hispanic/Latinx/Spanish speaking households.
- Hmong American Partnership (HAP) - Prevention Project - Southeast Asian households.
- American Indian Family Center (AIFC) - Prevention Project - American Indian households.

Ramsey County also prioritizes the *Equity Focus* prevention practice model as outlined in the 2023-2025 FHPAP Program Guide. The *Equity Focus* practice model employs strategies and responses that are attuned to the populations at greatest risk for homelessness. To effectively carry out *Equity Focus*, Ramsey County works with the CoC, FHPAP Advisory Committee and its subgrantees to develop and implement data-driven strategies to ensure interventions for homeless individuals and families are representative of the populations being served and culturally appropriate.

Community Participation Level and Impact

MHFA requires engagement of community members, stakeholders, school partners, and people with lived experience to be members of the required FHPAP Advisory Committee. The Advisory Committee also functions as the CoC's Prevention and Tenant Stabilization (PTS) Work Group which develops prevention-focused strategies and recommendations. The FHPAP Advisory/PTS Work Group will continue and begin to work on the following strategies for the 2023-2025 FHPAP biennium:

1. Continue to partner with the Ramsey County Financial Assistance Services department to align strategies and services for residents seeking FHPAP and emergency financial assistance to resolve crises to prevent homelessness.
2. Continually update public-facing information for residents, property owners, and other community members in need of resources.
3. Develop and implement a one-door approach for residents in need by leveraging stakeholder input,

particularly those with lived experience of homelessness to increase efficiency and effectiveness of our FHPAP projects.

☒ Inform ☒ Consult ☒ Involve ☒ Collaborate ☒ Empower

Fiscal Impact

Total funding in the amount of \$6,590,000 will be received from two sources: \$3,196,150 from the FHPAP Base Grant and \$3,393,850 from the FHPAP Fast Track Grant.

Of the total funding, \$6,380,000 of the grant funding will be awarded to 13 subgrantees and \$210,000 will be retained for personnel costs within the Ramsey County Housing Stability department for a 1.0 FTE Planning Specialist position for the duration of the grant. When executed, funds will be moved to a grant fund and will be allocated through the life of the grant (October 1, 2023, through September 30, 2025).

Last Previous Action

On June 27, 2023, the Ramsey County Board of Commissioners approved an amendment to the agreement with Minnesota Housing Finance Association for the Family Homelessness Prevention and Assistance Program (B2023-097).

Attachments

1. FHPAP Grant Contract Agreement

**MINNESOTA HOUSING FINANCE AGENCY
GRANT CONTRACT AGREEMENT
FAMILY HOMELESS PREVENTION & ASSISTANCE PROGRAM**

This Grant Contract Agreement is between the Minnesota Housing Finance Agency ("MHFA") and Ramsey County, 121 E. 7th Place, Suite 4200, St. Paul, MN, 55101 ("Grantee").

Recitals

1. Under [Minn. Stat. § 462A.204](#), the MHFA is empowered to enter into this Grant Contract Agreement.
2. MHFA is in need of a Family Homeless Prevention and Assistance Program (the "Program") to prevent homelessness, reduce the length of time households are homeless and eliminate future episodes of homelessness.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this Grant Contract Agreement to the satisfaction of MHFA. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this Grant Contract Agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:*

October 1, 2023, Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this Grant Contract Agreement is fully executed and MHFA'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.

1.2 *Grant period:*

The Grant Contract Agreement period for the Program begins with the Effective Date of this Grant Contract Agreement and continues through **September 30, 2025**, (the "Grant Period"). All funds provided through this Grant Contract Agreement must be fully expended in compliance with this Grant Contract Agreement by the end of the Grant Period.

1.3 *Expiration date:*

December 31, 2025, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.4 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this Grant Contract Agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

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

Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1) and review the State of Minnesota Office of Grants Management policy 08-01, (Conflict of Interest for State Grant-Making). The Grantee is required to have a documented Conflict of Interest policy and must utilize this policy when performing the Grantee duties under the Grant Contract Agreement. If the Grantee has knowledge or becomes aware of any actual, potential, perceived, or organizational conflicts of interest with respect to the Grant Contract Agreement, the Grantee shall immediately disclose the conflict of interest directly to MHFA.

- 2.1 The Grantee has submitted an application for funding under the Program, which as revised as required by MHFA, is attached hereto as **Exhibit A** and made a part hereof (“the Application”). The Grantee has submitted to MHFA a Work Plan for the Program, which as revised as required by MHFA, is attached hereto as **Exhibit B** and made a part hereof (“the Work Plan”). The Grantee has submitted to MHFA a Fast Track Work Plan which is attached hereto as **Exhibit C** and made a part hereof. The Application, Work Plan, and Fast Track Work Plan are collectively known as the “Grantee’s Project Plan”. The Grantee shall perform the activities that are outlined in the Grantee’s Project Plan in accordance with the approved budget specified in the Grantee’s Project Plan, or as otherwise approved in writing by MHFA.
- 2.2 The Grantee agrees to comply with all Program expectations and requirements outlined in the Program Guide located on the MHFA’s [website](#) and covering October 1, 2023-September 30, 2025, which is incorporated into this Grant Contract Agreement, which may be amended from time to time as needed. MHFA will provide notice of any such amendments to the Grantee’s Authorized Representative (defined herein) by email. Unless otherwise indicated in the Program Guide, any such amendments are binding on the Grantee as of the date indicated in the notice, which shall not be earlier than the date that MHFA sends the notice.

2.3 **Reporting**

The Grantee shall submit quarterly and annual project reports to MHFA. These reports must be submitted in a template provided by MHFA and include actual Program results compared to Program objectives outlined in the Grantee’s Project Plan. The Grantee shall submit to MHFA information about individual households served by the Grantee, as determined necessary by MHFA. Information about households served, utilizing each of the Standard Grant Proceeds and the Fast Track Grant Proceeds, must be submitted to MHFA on a quarterly and annual basis by the due dates established in the Reporting Timeline, attached hereto as **Exhibit D**. The Final Fast Track Expenditure and Output Report for the period ending June 30, 2024, must be submitted by August 12, 2024.

As noted in Clause 2.5 below, the Grantee is required to meet with their advisory committee on at least a quarterly basis. The Grantee is also required to evaluate and report to their advisory committee on performance outcomes and expenditures defined in the Grantee’s Project Plan on at least a semi-annual basis.

2.4 **Coordinated Entry**

Coordinated Entry (“CE”) means a centralized or coordinated process designed to coordinate program participant intake, assessment and provision of referrals. A centralized or coordinated entry system covers the geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool.

Grantees and their sub-grantees are encouraged to participate in the local CE planning and implementing process and are required to participate in their local Continuum of Care and CE process for prevention and homeless assistance provided with Program funds. All homeless households enrolled in the program must be referred through CE.

2.5 **Advisory Committee**

The Grantee shall consult on a regular basis, but no less than quarterly, with its advisory committee, which the Grantee must establish pursuant to Minn. Stat. § 462A.204, in the implementation of the Grantee’s Project Plan.

The Grantee must include MHFA on all communications to their advisory committee including meeting agendas and minutes.

2.6 *Minnesota Homeless Management Information System*

- (a) The Grantee agrees that it will cooperate in good faith with Institute for Community Alliances (ICA) (the “Administrator”), and any successors and/or assigns of the Administrator’s rights and responsibilities regarding the Minnesota Homeless Management Information System computerized database (“HMIS”) to (i) participate in and receive any training which the Administrator may require from time to time in order for the Grantee to be a licensed user of HMIS, and (ii) satisfy other reasonable requirements which may be imposed by the Administrator and MHFA in connection with HMIS.
- (b) The Grantee agrees that it will (i) request certain information from the individuals it serves through the Program, pursuant to Grantee’s agreement with the Administrator, (ii) input such information into HMIS in a timely manner, and (iii) run reports and test data for accuracy, as directed by the Administrator and MHFA.
- (c) The Grantee agrees that it will obtain any and all necessary disclosures, releases and consents in connection with the Program to permit MHFA to access information and receive periodic reports from the Administrator (additional information is available at <http://www.hmismn.org>), and the Grantee hereby expressly permits MHFA to access any and all such information.

2.7 *Contracts*

The Grantee shall include in any contract with a sub-grantee, in addition to the provisions necessary to define a sound and complete agreement, (i) all of the provisions contained in Section 2.6 hereof, to the extent that such contract relates to the licensing, training and other requirements regarding HMIS, (ii) provisions necessary for MHFA, or its representatives, or the Legislative or State Auditor for the State of Minnesota to inspect, audit, copy, or abstract, any and all of sub-grantee’s books, records, papers, or other documents relevant to the Grant Proceeds (as defined below) or the use of the Grant Proceeds, (iii) provisions that sub-grantee is not allowed, without the prior written consent of MHFA, which consent may be withheld at the sole discretion of MHFA, to enter into any sub-contract or agreement that is relevant to the Grant Proceeds or the use of the Grant Proceeds, and (iv) all provisions necessary to assure sub-grantee compliance with applicable laws, rules and regulations. **Notwithstanding the foregoing, MHFA reserves the right to limit, at any time and in its sole discretion, the ability of the Grantee to enter into any contract relevant to the Grant Proceeds or the use of the Grant Proceeds.**

2.8 *Timeliness*

For payments made with Fast Track Grant Proceeds (defined in clause 4.1), the Grantee and its subgrantees must process eligible payments within 30 days from the date of receipt of all required documentation. The Grantee must maintain sufficient records to demonstrate that eligible payments were made within this 30-day timeframe.

3 **Time**

The Grantee must comply with all the time requirements described in this Grant Contract Agreement. In the performance of this Grant Contract Agreement, time is of the essence.

4 **Consideration and Payment**

4.1 *Consideration.*

MHFA will pay for all services performed by the Grantee under this Grant Contract Agreement as follows:

(a) *Compensation*

The Grantee will be paid up to a maximum of \$3,196,150.00 (the “Standard Compensation”) per the breakdown of costs contained in the approved budget specified in the Grantee’s Work Plan. The Grantee will be paid up to a maximum of \$3,393,850.00 (the “Fast Track Compensation”) per the breakdown of costs contained in the approved budget specified in the Grantee’s Fast Track Work Plan.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of the Grantee's Work Plan will not exceed \$0.00 (the "Standard Travel Expenses"). Collectively, the Standard Compensation and the Standard Travel Expenses are the "Standard Grant Proceeds." Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of the Grantee's Fast Track Work Plan will not exceed \$0.00 (the "Fast Track Travel Expenses"). Collectively, the Fast Track Compensation and the Fast Track Travel Expenses are the "Fast Track Grant Proceeds." In any event, the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received MHFA's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of MHFA for all compensation and reimbursements to the Grantee under this Grant Contract Agreement will not exceed \$6,590,000.00, which is the combined amount of the Standard Grant Proceeds and the Fast Track Grant Proceeds. Collectively, the Standard Grant Proceeds and the Fast Track Grant Proceeds are (the "Grant Proceeds"). The award of the total amount of the Grant Proceeds is contingent upon the receipt of funding by MHFA of anticipated appropriations for the Program for Fiscal Years 2026 - 2027. The Grantee is only entitled to the Grant Proceeds as specifically limited by Section 14.3 of this Grant Contract Agreement.

4.2 Payment

(a) Disbursements

The disbursement of the Grant Proceeds is as follows:

- (i) One-eighth of the total amount of the Standard Grant Proceeds will be disbursed upon execution of the Grant Contract Agreement.
- (ii) One-eighth of the total amount of the Standard Grant Proceeds, at MHFA's sole discretion and subject to funding availability, until the Standard Grant Proceeds are fully disbursed, at the beginning of each quarter of MHFA's fiscal year during the Grant Period of this Grant Contract Agreement.
- (iii) One-half of the total amount of the Fast Track Grant Proceeds will be disbursed upon execution of the Grant Contract Agreement.
- (iv) One-half of the total amount of the Fast Track Grant Proceeds, at MHFA's sole discretion, will be disbursed at the beginning of the second quarter of the Grant Period of this Grant Contract Agreement. Collectively, the amounts disbursed in accordance with 4.2 (a)(iii)-(iv) comprise the Fast Track Grant Proceeds.

MHFA reserves the right to withhold or delay disbursements, at its sole discretion, if Grantee fails to perform or make reasonable, diligent progress towards, the activities set forth in Grantee's Project Plan or otherwise fails to comply with the requirements of this Grant Contract Agreement.

(b) Unexpended Funds

The Grantee must promptly return to MHFA within 60 days of the end of the Grant Period, any unexpended funds that have not been accounted for annually in a financial report to MHFA due at grant closeout.

(c) Interest Earnings

Interest accruing on the Grant Proceeds held by the Grantee shall be applied in accordance with the permitted activities outlined in Grantee's Project Plan.

(d) Disbursements Subject to Discretion and Funding Availability

The amount and timing of all disbursements described in 4.2(a) are subject to MHFA's sole discretion and funding availability.

4.3 Contracting and Bidding Requirements

- (a)** Any services and/or materials that are expected to cost \$100,000 or more must undergo a formal notice and bidding process.
- (b)** Services and/or materials that are expected to cost between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- (c)** Services and/or materials that are expected to cost between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.
- (d)** The Grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:
 - a. [State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List](#)
 - b. Metropolitan Council Underutilized Business Program: MCUB: [Metropolitan Council Underutilized Business Program](#)
 - c. Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: [Central Certification Directory](#)
- (e)** The Grantee must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- (f)** The Grantee must maintain support documentation of the purchasing or bidding process used to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.
- (g)** Notwithstanding (a) - (d) above, MHFA may waive bidding process requirements when:
 - Vendors included in response to competitive grant request for proposal process were approved and incorporated as an approved work plan for the grant.
 - It is determined there is only one legitimate or practical source for such materials or services and that the Grantee has established a fair and reasonable price.
- (h)** For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (i)** The Grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the Grantee under this Grant Contract Agreement must be performed to MHFA's satisfaction, as determined at the sole discretion of the MHFA's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee

will not receive payment for work found by MHFA to be unsatisfactory or performed in violation of federal, state, or local law.

The Grantee must use its best efforts to recoup from the payee any duplicate payments or payments that are later deemed ineligible by either the Grantee or MHFA. The Grantee must cooperate with MHFA in any recoupment effort, as requested by MHFA. In the event that recoupment is unsuccessful, MHFA, at its sole discretion, may require repayment by the Grantee to MHFA in the amount of the ineligible payment.

6 Authorized Representative

MHFA's Authorized Representative is James Lehnhoff, Multifamily Assistant Commissioner, 400 Wabasha St N, Suite 400, St. Paul, MN 55102; 651.296.3028, james.lehnhoff@state.mn.us, or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this Grant Contract Agreement. If the services are satisfactory, the MHFA's Authorized Representative will certify acceptance of services and expenses to date. The Authorized Representative may delegate certain responsibilities to the Program Manager: Diane Elias, 651.284.3176, diane.elias@state.mn.us, or her successor.

The Grantee's Authorized Representative is Renee Theese FHPAP Coordinator/Planning Specialist II, 121 E. 7th Place, Suite 4200, St. Paul, MN 55101, 612.358.5207, renee.theese@ramseycounty.us. If the Grantee's Authorized Representative changes at any time during this Grant Contract Agreement, the Grantee must immediately notify MHFA.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this Grant Contract Agreement without the prior written consent of MHFA, approved by the same parties who executed and approved this Grant Contract Agreement, or their successors in office.

7.2 Amendments

Any amendments to this Grant Contract Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Contract Agreement, or their successors in office.

7.3 Waiver

If MHFA fails to enforce any provision of this Grant Contract Agreement, that failure does not waive the provision or MHFA's right to enforce it.

7.4 Grant Contract Agreement Complete

This Grant Contract Agreement contains all negotiations and agreements between MHFA and the Grantee. No other understanding regarding this Grant Contract Agreement, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold MHFA, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by MHFA, arising from the performance of this Grant Contract Agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the MHFA's failure to fulfill its obligations under this Grant Contract Agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this Grant Contract Agreement or transaction are subject to examination by MHFA and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Grant Contract Agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is

later.

10 Government Data Practices and Intellectual Property Rights

10.1 *Government Data Practices*

The Grantee and MHFA must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MHFA under this Grant Contract Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Contract Agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or MHFA. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify MHFA. MHFA will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

10.2 *Intellectual Property Rights*

(a) MHFA owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents created and paid for under this Grant Contract Agreement. The "works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Grant Contract Agreement. "Works" includes documents. The "documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Grant Contract Agreement. The documents will be the exclusive property of MHFA, and all such documents must be immediately returned to MHFA by the Grantee upon completion or cancellation of this Grant Contract Agreement. To the extent possible, those works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the works and the documents to MHFA. The Grantee must, at the request of MHFA, execute all papers and perform all other acts necessary to transfer or record MHFA's ownership interest in the works and documents.

(b) *Obligations*

- (1) Notification. Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this Grant Contract Agreement, the Grantee will immediately give MHFA's Authorized Representative written notice thereof, and must promptly furnish MHFA's Authorized Representative with complete information and/or disclosure thereon.
- (1) Representation. The Grantee must perform all acts and take all steps necessary to ensure that all intellectual property rights in the works and documents are the sole property of MHFA, and that neither the Grantee nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Grantee represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities. The Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless MHFA, at Grantee's expense, from any action or claim brought against MHFA to the extent that it is based on a claim that all or part of the works or documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or MHFA's opinion is likely to arise, the Grantee must, at the MHFA's discretion, either procure for MHFA the right or license to

use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of MHFA will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation and Insurance

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

11.2 The Grantee shall obtain and maintain, a Certificate of Liability showing employee dishonesty/crime coverage insurance or other similar coverage in the amount of at least one-eighth of the total amount of the Grant Proceeds, and naming MHFA as certificate holder on the Certificate of Liability as approved in writing by MHFA. The Grantee, at its sole cost and expense and from time to time and at any time at the request of MHFA, must provide evidence of such coverage.

If the Grantee executes a grant contract with a sub-grantee, then the Grantee shall obtain and maintain, and have on file for MHFA to review, evidence of sub-grantee's employee dishonesty/crime coverage insurance or other similar coverage in the amount of at least one-eighth of the total sub-grantee grant contract.

12 Publicity and Endorsement

12.1 *Publicity*

Any publicity regarding the subject matter of this Grant Contract Agreement must identify MHFA as the sponsoring agency and must not be released without prior written approval from MHFA's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Grant Contract Agreement. All projects primarily funded by state grant appropriations must publicly credit MHFA, including on the Grantee's website when practicable.

12.2 *Endorsement*

The Grantee must not claim that MHFA endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Contract Agreement. Venue for all legal proceedings out of this Grant Contract Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 (a) *Termination by MHFA*

MHFA may immediately terminate this Grant Contract Agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

(b) *Termination by The Commissioner of Administration*

The Commissioner of Administration may unilaterally cancel this grant contract agreement if further performance under the agreement would not serve agency purposes or is not in the best interest of the State.

14.2 *Termination for Cause*

MHFA may immediately terminate this Grant Contract Agreement if MHFA finds that there has been a

failure to comply with the provisions of this Grant Contract Agreement, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. MHFA may take action to protect the interests of MHFA, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding

MHFA may immediately terminate this Grant Contract Agreement if:

- (a) It does not obtain funding from the Minnesota Legislature
- (b) 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 Grantee. MHFA is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MHFA will not be assessed any penalty if this Grant Contract Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MHFA must provide the Grantee notice of the lack of funding within a reasonable time of MHFA's receiving that notice.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MHFA, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Fraud Disclosure

Fraud is any intentionally deceptive action made for personal gain or to damage another. Any person or entity (including its employees and affiliates) that enters into an agreement with MHFA and witnesses, discovers evidence of, receives a report from another source, or has other reasonable basis to suspect that fraud or embezzlement has occurred must immediately make a report to:

MHFA's Chief Risk Officer at 651.296.7608 or 800.657.3769; or by email at Mike.Thone@state.mn.us; Any member of MHFA's [Servant Leadership Team](#); or as denoted on MHFA's current organizational chart (Go to mnhousing.gov, scroll to the bottom of the screen and select About Us, select Servant Leadership Team); or [Report Wrongdoing or Concerns \(mnhousing.gov\)](#) (Go to mnhousing.gov, scroll to the bottom of the screen and select Report Wrongdoing).

17 Suspension

By entering into any agreement with MHFA, a contracting party represents that the contracting party (including its employees or affiliates that will have direct control over the subject of the agreement) has not been suspended from doing business with MHFA. Please refer to MHFA's website for a list of [suspended individuals and organizations](#). (Go to mnhousing.gov/suspensions)

18 Conflicts

In the event of a conflict between the terms of this Grant Contract Agreement, its exhibits, and the Program Guide, or between exhibits, the order of precedence is first the Grant Contract Agreement, and then in the following order:

Program Guide

Exhibit B

Exhibit C

Exhibit A

Exhibit D

1. 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.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

2. MINNESOTA HOUSING FINANCE AGENCY

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:
Agency
Grantee

Sponsor: Housing Stability

Meeting Date: 9/5/2023

Title: Grant Agreement with the Minnesota Housing Finance Agency
for Family Homeless Prevention and Assistance Program

File Number: 2023-388

Background and Rationale:

The Minnesota Family Homelessness Prevention and Assistance Program (FHPAP) was established in 1993 to assist families with children, single adults and youth who are homeless or at imminent risk of homelessness. The Minnesota Housing Finance Agency (MHFA) administers the FHPAP with guidance from the Minnesota Interagency Council on Homelessness and the state's plan to prevent and end homelessness. The FHPAP provides funds to serve low-income (less than 200% Federal Poverty Guidelines) residents to prevent homelessness and/or to rapidly rehouse those households that are homeless.

The county works with its community partners through an FHPAP Advisory Committee (required by statute) and Heading Home Ramsey (the county's Continuum of Care or "CoC") to design a homeless crisis response system, develop project outcome measures, and assess the short and long-term effectiveness of the program in meeting the needs of families who are at risk of homelessness, or are experiencing homeless. This year, Heading Home Ramsey prioritized serving families with minor children, single adults, and parenting or unaccompanied youth under 25 years old for the 2023-2025 grant cycle by providing street outreach, prevention assistance, coordinated entry, and rapid rehousing services.

MHFA awarded Ramsey County \$6,590,000 for the 2023-2025 FHPAP Biennium. Of the total funding, \$6,380,000 of the grant funding will be awarded to 13 subgrantees and \$210,000 will be retained as personnel costs within the Ramsey County Housing Stability department for a 1.0 FTE Planning Specialist position for the duration of the grant. Ramsey County issued a solicitation in February 2023.

The solicitation received 20 respondents, of which 13 were awarded funding. Funded agencies include:

1. 1 Day At A Time
2. American Indian Family Center
3. Catholic Charities
4. Comunidades Latinas Unidas En Servicio (CLUES)
5. Face to Face
6. Hmong American Partnership
7. Lutheran Social Services
8. Merrick Community Services
9. Minnesota Community Care
10. Neighborhood House
11. Solid Ground
12. Wilder Foundation
13. YMCA

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Ratify the submittal of the grant application to the Minnesota Housing Finance Agency, in the amount of \$13,633,364
2. Accept a grant award and approve and approve a grant agreement with Minnesota Housing Finance Agency for Family Homeless Prevention and Assistance Program for the period of October 1, 2023, through September 30, 2025, in the amount of \$6,590,000.
3. Authorize the Chair and Chief Clerk to execute the grant agreement.
4. 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.
5. Approve an increase in the personnel complement of the Housing Stability department by 1.0 Full-Time Equivalent position, for the duration of the grant

A motion to approve was made by Commissioner Reinhardt, seconded by Commissioner McGuire.

Motion passed.

Aye: - 7: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 
Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2023-197

Meeting Date: 9/5/2023

Sponsor: Transforming Systems Together

Title

Grant Agreement with Youth Lens 360, LLC for the Guns for Cameras Program

Recommendation

1. Authorize the County Manager to execute a grant agreement for the use of Ramsey County assets with Youth Lens 360, LLC, 370 Wabasha Street North, Saint Paul, MN 55102, for the Guns for Cameras Program.
2. Authorize the County Manager to enter into a grant agreement and execute amendments to agreement in a form approved by Finance and the County Attorney's Office provided the amounts are within the limits of the approved program.

Background and Rationale

Ramsey County has been working to address gun violence with several different interventions. Guns for Cameras is an innovative program from Youth Lens 360 where "kids can shoot a camera instead of a gun." Through this grant agreement, Ramsey County will provide county assets to Youth Lens 360, LLC, to support the Youth Lens 360 program, which equips impacted youth with the necessary skills in videography through Guns for Cameras Program. Youth Lens 360 is a nonprofit that works with young people by harnessing the power of local youth and young adults craving to tell stories while they build their careers. Youth and young adult participants gain the opportunity to learn from experts in the field about various skills related to videography and to create portfolios that can be used to express themselves and earn income. In this agreement with Youth Lens 360, Ramsey County agrees to provide video equipment to enable this programming that aligns with the county's commitment to gun violence intervention. To learn more about the Guns for Cameras Program, visit: <https://vimeo.com/636923210>.

County Goals (Check those advanced by Action)

☐ Well-being ☒ Prosperity ☐ Opportunity ☐ Accountability

Racial Equity Impact

Ramsey County's work around group and gun violence has been centered in racial equity by working with people of color who have been impacted by gun violence to heal. Supporting Guns for Cameras Program adds an additional dimension to this commitment by investing back into youth and young adults who have been engaged with and effected by gun violence, many of whom are survivors of the Ramsey County public safety system.

Community Participation Level and Impact

To give community members impacted by group/gun violence opportunities to explore new pathways, Transforming Systems Together will partner with Youth Lens 360 to provide access to state-of-the-art cinematography and videography equipment for community members to develop new innovative life skills. Community members will also have access and will be guided by photography experts to reduce/end community gun violence.

☒ Inform ☒ Consult ☒ Involve ☒ Collaborate ☒ Empower

Fiscal Impact

The Transforming Systems Together budget was utilized to cover the cost of equipment, which amounted to \$204,435 which were purchased through a cooperative contract. The equipment was purchased on May 10, 2022. This agreement has no financial impact and outlines the relationship between Youth Lens and Ramsey County.

Last Previous Action

None.

Attachments

1. List of equipment
2. Guns for Cameras presentation

[illegible]



CONNECTING THE STORIES THAT CHANGE US

CAMERAS FOR GUNS

A Choice Of Weapons

Dario Otero "CEO" of Youth Lens 360 ————— Dario@YouthLens360.com

**Youth Lens 360 is using
cameras to approach gun
violence in Ramsey County.**





Kids can shoot with a camera instead of a gun.

The CEO of Youth Lens 360 believes young people would trade a lifestyle of violence for an opportunity to do something more productive.

The Problem

In the United States, an average of 3,062 children and teens die by guns every year, and 58% of these deaths are homicides.

Ramsey County's Gordan Parks said:



"I might have turned to the gun or knife but I chose the camera."

We all have a choice of weapons.

The Solution

Youth Lens 360 is harnessing the power of local youth and young adults craving to tell stories, while they build their careers. They are using music and videos - a language everyone understands - to approach gun violence in Ramsey County.

Future Roadmap

In the next two years, Youth Lens 360 plans to distribute over 1,000 cameras to youth and young adults in the Ramsey County community.

Step 1

USE CURRENT EQUIPMENT TO
BUILD THE NARRATIVE OF
TRADING CAMERAS FOR GUNS

Step 2

CREATE A SOCIAL MEDIA
CAMPAIN TO SPREAD
AWARENESS

Step 3

RAISE MONEY TO BUY
CAMERAS TO DISTRIBUTE TO
COMMUNITY



An Example of our work

The video “Changing” is a positive narrative story about our unique approach to trade guns for cameras and access to technology.

See the video here

<https://vimeo.com/636923210>



YouthLens360.com

Sponsor: Transforming Systems Together

Meeting Date: 9/5/2023

Title: Grant Agreement with Youth Lens 360, LLC for the Guns for Cameras Program

File Number: 2023-197

Background and Rationale:

Ramsey County has been working to address gun violence with several different interventions. Guns for Cameras is an innovative program from Youth Lens 360 where “kids can shoot a camera instead of a gun.” Through this grant agreement, Ramsey County will provide county assets to Youth Lens 360, LLC, to support the Youth Lens 360 program, which equips impacted youth with the necessary skills in videography through Guns for Cameras Program. Youth Lens 360 is a nonprofit that works with young people by harnessing the power of local youth and young adults craving to tell stories while they build their careers. Youth and young adult participants gain the opportunity to learn from experts in the field about various skills related to videography and to create portfolios that can be used to express themselves and earn income. In this agreement with Youth Lens 360, Ramsey County agrees to provide video equipment to enable this programming that aligns with the county's commitment to gun violence intervention. To learn more about the Guns for Cameras Program, visit: <https://vimeo.com/636923210>.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Authorize the County Manager to execute a grant agreement for the use of Ramsey County assets with Youth Lens 360, LLC, 370 Wabasha Street North, Saint Paul, MN 55102, for the Guns for Cameras Program.
2. Authorize the County Manager to enter into a grant agreement and execute amendments to agreement in a form approved by Finance and the County Attorney's Office provided the amounts are within the limits of the approved program.

A motion to approve was made by Commissioner Moran, seconded by Commissioner Reinhardt. Motion passed.

Aye: - 7: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 
Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2023-380

Meeting Date: 9/5/2023

Sponsor: Human Resources

Title

Agreement with Blue Cross Blue Shield of MN for Employee and Early Retiree Medical Insurance

Recommendation

1. Approve the agreement with Blue Cross Blue Shield of MN, 3535 Blue Cross Road, Eagan, MN 55122, for employee and early retiree medical insurance plans for the period of September 6, 2023 to December 31, 2026 and may be renewed for up to two additional one-year periods.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreement and 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

Ramsey County provides medical insurance to approximately 8,000 employees, retirees, spouses and children annually. Providing market competitive coverage and plans attracts and retains employees. Every three to five years, the county issues a solicitation for medical insurance in compliance with state law and to ensure the best options are provided to employees at a competitive price. The current five-year contract for medical insurance ends December 31, 2023. More information on the solicitation process was presented to the [Ramsey County Board in a workshop on June 6, 2023](https://ramseycountymn.legistar.com/LegislationDetail.aspx?ID=6263666&GUID=80723E6B-6C2A-4FC4-AFD5-2B4E9A586219)
<<https://ramseycountymn.legistar.com/LegislationDetail.aspx?ID=6263666&GUID=80723E6B-6C2A-4FC4-AFD5-2B4E9A586219>>.

Human Resources issued a competitive solicitation for medical insurance plans for eligible employees and retirees under age 65 (Early Retirees) beginning January 1, 2024 for up to five years as the previous contract expires December 31, 2023. In anticipation of the solicitation, the Joint Labor Management Insurance Committee established consensus goals as follows:

- Offer competitive, equitable benefits to attract and retain employees.
- Provide additional plan and enrollment tier choices with meaningful premium differences.
- Provide a high deductible with Health Savings Account (HSA) plan option.
- Better incentivize wellness activities and health outcomes.
- Manage cost and viability in the long term and keep pace with inflation.
- Align with the county's strategic Racial Equity priority.

Below is a competitive solicitation summary:

Request for Proposals (RFP)	Medical Insurance
RFP Release Date	January 18, 2023
RFP Response Date	February 28, 2023
Contractors Notified	169

Respondents	HealthPartners (incumbent), Medica, United Health Care, Blue Cross Blue Shield of MN
Proposal Evaluation Committee	Benefits Manager, Benefits Supervisor, Labor Relations Manager, Sr. Business Analyst, Chief Financial Officer, Racial and Health Equity Administrator and Deloitte Consulting
RFP Evaluation Criteria	Racial Equity, Diversity & Inclusiveness, Background, Plan Administration, Implementation, Cost and Presentation.
Contractor Recommended	Blue Cross Blue Shield of MN

Historically, Ramsey County has offered one medical plan with two enrollment tiers, single or family. The solicitation was issued requesting fully insured and self-insured proposals for the existing single plan and for three alternative plans (including High Deductible with Health Savings Account and two additional enrollment tiers (Employee + Spouse and Employee + Child(ren)). Additional plans and enrollment tiers provide choice and rates that reflect employee priorities as family status changes over time and that align with the Ramsey County values.

Based on the evaluation committee's selection, which included Deloitte consulting, Human Resources recommends Blue Cross Blue Shield's fully insured proposal for three alternative plans (Preferred, Broad, High Deductible) with four enrollment tiers (Single, Employee + Spouse, Employee + Child(ren), Family).

Blue Cross Blue Shield offered the best rates to transition to self-insurance when the county decides its ready. Blue Cross demonstrated a partnership in providing and analyzing data towards a transition to self-insurance. Blue Cross plans provide established, strong local networks, unique strategies to manage the total cost of care, excellent claims payment administration and customer service and demonstrate a commitment to individual employee wellness by engaging and incentivizing all covered employees. Blue Cross demonstrated the longest standing commitment to the priorities of diversity, equity and inclusion. Blue Cross consistently uses data to identify gaps and focus initiatives. Blue Cross employees complete Diversity, Equity and Inclusion training and all staff are consistently surveyed about whether they feel valued, heard and belong.

Summary of changes from current Distinctions Plan - see attached plan design document.

1. The current Distinctions plan has separate out-of-pocket maximums for medical and pharmacy. The out-of-pocket max for all three new plans combines medical and pharmacy expenses which is easier for employees to track.
2. The Preferred Plan offers a zero deductible for narrow network services and increases the combined in-network out of pocket max from \$2400 to \$3000 for single coverage, and from \$4800 to \$6000 for family coverage.
3. The Broad Plan provides a network closest to the current Distinctions plan and increases the in-network annual deductible from \$25 to \$600 for single coverage and from \$75 to \$1200 for family in network coverage.
4. The High Deductible Plan provides the minimum deductible allowed by Internal Revenue Service requirements, \$1600 for single coverage and \$3200 for family in-network coverage.
5. The current wellness incentive of a co-pay reduction for doctor visits is replaced by an incentive of up to \$240 annually for each eligible employee and spouse. The incentives are funded by Blue Cross. As earned, eligible employees and spouses select electronic gift cards online via the Blue Cross Advisor.
6. Ramsey County can transition to self-insurance after 2024 as determined by the county.
7. A rate cap of 8.9% was provided for 2025 and 2026.

Plans and Total Monthly Premiums - Current and 2024

	Current Distinctions Plan (HealthPartners)	2024 Preferred Plan (BCBS)	2024 Broad Plan (BCBS)	2024 High-Deductible Plan (BCBS)
Single	\$1,103.27	\$975.59	\$881.67	\$754.50
Employee + Spouse	\$2,629.31	\$2,048.75	\$1,851.51	\$1,585
Employee + Child(ren)	\$2,629.31	\$2,146.31	\$1,939.67	\$1660.50
Family	\$2,629.31	\$3,219.46	\$2,909.51	\$2,490.50

The Evaluation Committee's selection was reviewed with the Joint Labor Management Insurance Committee on July 13, 2023. The Joint Labor Management Insurance Committee did not reach consensus on the recommendation. Labor representatives chose to abstain on the Evaluation Committee's selection and requested inclusion in scoring future solicitations.

Bargaining unit negotiations and subsequent county board action will determine the county contribution to total monthly premiums and Health Savings Accounts. The early retiree county contribution will continue to be subject to previous Ramsey County Board resolutions.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☒ Opportunity ☒ Accountability

Racial Equity Impact

Once approved, this action will further the county's efforts at providing a sustainable, long-term benefits strategy that recognizes cultural differences and supports employee well-being. The county's employee workforce currently reflects a population where 40% are identified as racially and ethnically diverse. Diversity continues as a critical component of a comprehensive and well-balanced benefits program.

Community Participation Level and Impact

This action is strictly operational and internal facing. The residents of Ramsey County do not participate in the evaluation of or decisions regarding the county's employee benefits program.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Sufficient funding is included in the proposed 2024-2025 County Manager's budget to fund this contract.

Last Previous Action

On June 6, 2023, the Ramsey County Board held a workshop on 2024 Employee Benefits Procurement Process.

On August 21, 2018, the Ramsey County Board approved an agreement with HealthPartners for employee and early retiree medical insurance (Resolution B2018-227).

Attachments

1. 2024 Plan Design Comparison
2. Professional Services Agreement with Blue Cross Blue Shield of MN

Only In-Network is Shown		2024 Plan Designs - BCBS							
		Current Distinctions Plan - HealthPartners		PREFERRED PLAN		BROAD PLAN		HIGH-DEDUCTIBLE PLAN	
Description of Services		In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
Network		Broad National Network	Out-of-Network	Narrow Network	Out-of-Network	Broad National Network	Out-of-Network	Broad National Network	Out-of-Network
Annual Deductible									
Single		\$25	\$750	\$0	\$750	\$600	\$1,800	\$1,600 (Minimum Allowed)	\$4,800
Family		\$75	\$2,100	\$0	\$2,100	\$1,200	\$3,600	\$3,200 (Minimum Allowed)	\$9,600
Out-of-Pocket Maximum (Rx + Med)									
Single		\$2,400	\$3,500	\$3,000	\$6,000	\$4,500	\$9,000	\$6,000	\$12,000
Family		\$4,800	\$8,500	\$6,000	\$12,000	\$9,000	\$18,000	\$12,000	\$24,000
Savings Account								HSA Eligible (County contribution - bargained)	
Health Savings Account		None	None	None	None	None	None		
Professional Services									
Preventive Care		100% coverage	No Coverage	100% coverage (no deductible)	No Coverage	100% coverage (no deductible)	No Coverage	100% coverage (no deductible)	No Coverage
Primary Care Office Visit		<div>Healthy BenefitsNo Healthy Benefits</div> Level 1: \$25 after dedLevel 2: \$40 after dedLevel 1: \$45 after dedLevel 2: \$60 after ded	35%	\$25 copay (no deductible)	40%	\$30 Copay (no deductible)	40%	20% after deductible	40%
Specialist Office Visit		Level 1: \$25 after dedLevel 2: \$40 after dedLevel 1: \$45 after dedLevel 2: \$60 after ded	35%	\$40 copay (no deductible)	40%	\$50 Copay (no deductible)	40%	20% after deductible	40%
Urgent Care		\$40 after ded\$60 after ded	\$60 after ded	\$40 copay (no deductible)\$80 copay (no deductible)	\$80 copay (no deductible)	\$50 Copay (no deductible)\$100 copay (no deductible)	\$100 copay (no deductible)	20% after deductible	40%
Convenience Clinics		\$10 after ded\$20 after ded	35%	\$10 copay (no deductible)	40%	\$10 Copay (no deductible)	40%	20% after deductible	40%
Hospital Services									
Inpatient Hospital Visit		Level 1: \$125 after dedLevel 2: \$275 after ded	35%	\$250 copay (no deductible)	40%	20% after deductible	40%	20% after deductible	40%
Outpatient Visit		Level 1: \$125 after dedLevel 2: \$275 after ded	35%	\$100 copay (no deductible)	40%	20% after deductible	40%	20% after deductible	40%
Emergency Room		\$100 after deductible	\$100 after deductible	\$150 copay (no deductible)	\$150 copay (no deductible)	\$150 copay (no deductible)	\$150 copay (no deductible)	20% after deductible	20% after deductible
Prescription Drugs								Deductible then	
Generic/ Brand/ Non-Brand (Non-Formulary)/ Specialty		\$12/ \$35/ \$35/ 20% (\$200 max)	35%	\$10/ \$25/ \$35/ 20% (\$200 max) (no deductible)	40%	\$10/ \$25/ \$35/ 20% (\$200 max) (no deductible)	40%	\$10/ \$25/ \$35/ 20% (\$200 max)	40%



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Human Resources, 121 7th Place East, Suite 4000, Saint Paul, MN 55101 ("County") and Blue Cross and Blue Shield of Minnesota, 3535 Blue Cross Road, Eagan, MN 55122, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from September 6, 2023, through December 31, 2026.

The Master Group Contract will become effective on January 1, 2024, and may be renewed for up to two (2) additional one year period(s).

The full term of the Master Group Contract may not exceed 60 months pursuant to Minn. Stat. 471.6161.

1.1.1.

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

2. Scope of Service

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

2.1.

Active Employee and Early Retiree medical and pharmacy insurance plans as detailed in the Master Group Contract which is attached and incorporated by references into this Agreement. The Contractor shall provide the Master Group Contract and Group Benefit Booklet as specified in its proposal dated March 30, 2023 ("Proposal"), and the County's Request for Proposals RFP-HR3287-KD, Medical and Rx Insurance Plans, dated March 9, 2023 ("RFP"). The Proposal and RFP are both incorporated by reference into this Agreement.

2.2.

Contractor and Contractor's information technology systems will comply with requirements of the County's Hosting Security Exhibit which is attached and made a part of this Agreement as Exhibit 1.

2.3.

Contractor agrees to implement the necessary processes, and data sharing procedures and protections for auto substantiation of employee flex spending accounts following execution of any necessary data sharing agreements addressing the data exchange, protection of data and non-disclosure obligations. The Parties agree that any resulting data sharing agreements or non-disclosure agreements may be with the County and the County's contractors for employee benefits and flex spending accounts.

2.4.

In the event of a conflict between the terms of the Contract documents, the order of precedence shall be:

1. This PSA
2. Hosting Security Exhibit
3. Proposal and RFP
4. Master Group Contract

2.5.

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

2.6.

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.

2.7.

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.

2024 rates are contained in the Group Master Contract. Consistent with its Best and Final offer portion of the Proposal, Contractor shall provide a rate cap of 8.9% for 2025 and 2026. Contractor reserves the right to re-evaluate the rate guarantee: (1) if enrollment changes by more than 10%; or (2) if average contract size or average family size changes by more than 5%, or (3) for any regulatory benefit or tax changes that would impact claims costs, or (4) Force Majeure Event.

5. Contracting for Equity

5.1. Commitment to Advancing Racial Equity

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

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

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

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

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

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

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

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

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

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

5.3. Equal Employment Opportunity and Civil Rights 6.3.1.

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

5.3.2.

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

5.3.3.

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

5.3.3.1.

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

5.3.3.2.

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

5.3.3.3.

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

5.4. Diverse Workforce Inclusion Resources

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

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

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

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

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

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

6. General Contract/Agreement Terms and Conditions**6.1. Payment****6.1.2.**

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

6.2. Application for Payments**6.2.1.**

The Contractor shall submit an invoice once a month.

6.2.2.

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

6.2.3.

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

6.2.4.

As applicable consistent with Minn. Stat. 471.425, 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.

6.3. Independent Contractor

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

6.4. Successors, Subcontracting and Assignment

6.4.1.

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

6.4.2.

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

6.4.3.

The Contractor shall be responsible for the performance of all subcontractors.

6.5. Compliance With Legal Requirements

6.5.1.

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

6.5.2.

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

6.6. Data Practices

6.6.1.

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

6.6.2.

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

6.6.3.

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

6.7. Security

6.7.1.

The Contractor is required to comply with all Contractor Information Technology Security Policies ("Policies"), which have been provided to the County. During the term of this Agreement, Contractor shall not degrade their Information Technology Security Policies in any way to downgrade Information Technology Security.

6.7.2.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the 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 10 business 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 received the non-permitted or violating disclosure; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

6.7.3.

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

6.7.4.

The County retains the right to review the Contractor's operations for potential risks to County operations or data, consistent with the Hosting Security Exhibit.

6.7.5.

All County data and County intellectual property stored in the Contractor's system is the exclusive property of the County, subject to the following limitations. Contractor shall retain ownership of its pre-existing intellectual property which includes intellectual property developed prior to or outside the scope of this Agreement, and any derivatives of that intellectual property. For the avoidance of doubt, County Data includes but is not limited to, summary member claim data (medical and pharmacy), individual member

de-identified claim data (member and pharmacy) and any other de-identified member data requested by the County related to transitioning to self-insurance and/or future solicitations.

6.7.6.

The parties agree that in the event a data request is made for data associated with services provided under this Agreement by a third party or entity, the parties will each promptly notify the other and mutually coordinate a response to the request. The parties will each have an opportunity during this process to assert any and all protections regarding the data classification prior to disclosure or release.

6.8. Indemnification

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

6.9. Contractor's Insurance

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

6.10. Audit

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

- 1) Such audit shall be subject to 60 days prior written notice to the Contractor, and shall include intended scope of the audit, identify information that is needed, and any applicable sampling methodologies.
- 2) The parties agree to collaborate in good faith to develop an agreement that meets the needs of both parties and outlines the agreed upon terms for conducting the audit, including coordinating a mutually convenient time for such audit.
- 3) The County will make a good faith effort to adhere to Contractor's reasonable procedures for maintaining the data classification of all information furnished by Contractor.
- 4) Any third-party auditor must be reasonably acceptable to Contractor. Contractor will be entitled to receive copies of the draft and final audit reports and will have the right to review and comment on audit findings prior to or simultaneous with the release of such report to County. Contractor's comments will be noted in the final report.

6.11. Notices

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

County:

Kristen Schultz, Ramsey County, 121 7th Place East, Suite 4000, Saint Paul, MN 55101

Contractor:

Anthony Pavelka, BCBS of MN, 3535 Blue Cross Road, Eagan, MN 55122

6.12. Non-Conforming Services

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

6.13. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor.

6.14. Conflict of Interest

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

6.15. Respectful Workplace and Violence Prevention

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

6.16. Force Majeure

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

6.17. Unavailability of Funding - Termination

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

6.18. Termination

6.18.1.

Termination of this Agreement shall be subject to Article V – Cancellation, in the Master Group Contract.

6.18.2.

Accordingly, as stated in the Master Group Contract, the County may cancel this Agreement at the end of any contract month by written notice received by the Contractor prior to the effective date of cancellation unless the Contractor has initiated contract cancellation for any of the reasons stated in the Master Group contract in Article V. The County may not retroactively cancel each employee's coverage as permitted under Article III of the Master Group contract to avoid this advance notice requirement.

6.19. Interpretation of Agreement; Venue

6.19.1.

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

6.19.2.

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

6.20. Warranty

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

6.21. Debarment and Suspension

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

6.22. Alteration

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

6.23. 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.

Sponsor: Human Resources

Meeting Date: 9/5/2023

Title: Agreement with Blue Cross Blue Shield of MN for Employee and Early Retiree Medical Insurance

File Number: 2023-380

Background and Rationale:

Ramsey County provides medical insurance to approximately 8,000 employees, retirees, spouses and children annually. Providing market competitive coverage and plans attracts and retains employees. Every three to five years, the county issues a solicitation for medical insurance in compliance with state law and to ensure the best options are provided to employees at a competitive price. The current five-year contract for medical insurance ends December 31, 2023. More information on the solicitation process was presented to the [Ramsey County Board in a workshop on June 6, 2023 <https://ramseycountymn.legistar.com/LegislationDetail.aspx?ID=6263666&GUID=80723E6B-6C2A-4FC4-AFD5-2B4E9A586219>](https://ramseycountymn.legistar.com/LegislationDetail.aspx?ID=6263666&GUID=80723E6B-6C2A-4FC4-AFD5-2B4E9A586219).

Human Resources issued a competitive solicitation for medical insurance plans for eligible employees and retirees under age 65 (Early Retirees) beginning January 1, 2024 for up to five years as the previous contract expires December 31, 2023. In anticipation of the solicitation, the Joint Labor Management Insurance Committee established consensus goals as follows:

- Offer competitive, equitable benefits to attract and retain employees.
- Provide additional plan and enrollment tier choices with meaningful premium differences.
- Provide a high deductible with Health Savings Account (HSA) plan option.
- Better incentivize wellness activities and health outcomes.
- Manage cost and viability in the long term and keep pace with inflation.
- Align with the county's strategic Racial Equity priority.

Below is a competitive solicitation summary:

Request for Proposals (RFP) Medical Insurance

RFP Release Date January 18, 2023

RFP Response Date February 28, 2023

Contractors Notified 169

Respondents HealthPartners (incumbent), Medica, United Health Care, Blue Cross Blue Shield of MN

Proposal Evaluation Committee Benefits Manager, Benefits Supervisor, Labor Relations Manager, Sr. Business Analyst, Chief Financial Officer, Racial and Health Equity Administrator and Deloitte Consulting

RFP Evaluation Criteria Racial Equity, Diversity & Inclusiveness, Background, Plan Administration, Implementation, Cost and Presentation.

Contractor Recommended Blue Cross Blue Shield of MN

Historically, Ramsey County has offered one medical plan with two enrollment tiers, single or family. The solicitation was issued requesting fully insured and self-insured proposals for the existing single plan and for three alternative plans (including High Deductible with Health Savings Account and two

additional enrollment tiers (Employee + Spouse and Employee + Child(ren)). Additional plans and enrollment tiers provide choice and rates that reflect employee priorities as family status changes over time and that align with the Ramsey County values.

Based on the evaluation committee's selection, which included Deloitte consulting, Human Resources recommends Blue Cross Blue Shield's fully insured proposal for three alternative plans (Preferred, Broad, High Deductible) with four enrollment tiers (Single, Employee + Spouse, Employee + Child(ren), Family).

Blue Cross Blue Shield offered the best rates to transition to self-insurance when the county decides its ready. Blue Cross demonstrated a partnership in providing and analyzing data towards a transition to self-insurance. Blue Cross plans provide established, strong local networks, unique strategies to manage the total cost of care, excellent claims payment administration and customer service and demonstrate a commitment to individual employee wellness by engaging and incentivizing all covered employees. Blue Cross demonstrated the longest standing commitment to the priorities of diversity, equity and inclusion. Blue Cross consistently uses data to identify gaps and focus initiatives. Blue Cross employees complete Diversity, Equity and Inclusion training and all staff are consistently surveyed about whether they feel valued, heard and belong.

Summary of changes from current Distinctions Plan - see attached plan design document.

1. The current Distinctions plan has separate out-of-pocket maximums for medical and pharmacy. The out-of-pocket max for all three new plans combines medical and pharmacy expenses which is easier for employees to track.
2. The Preferred Plan offers a zero deductible for narrow network services and increases the combined in-network out of pocket max from \$2400 to \$3000 for single coverage, and from \$4800 to \$6000 for family coverage.
3. The Broad Plan provides a network closest to the current Distinctions plan and increases the in-network annual deductible from \$25 to \$600 for single coverage and from \$75 to \$1200 for family in network coverage.
4. The High Deductible Plan provides the minimum deductible allowed by Internal Revenue Service requirements, \$1600 for single coverage and \$3200 for family in-network coverage.
5. The current wellness incentive of a co-pay reduction for doctor visits is replaced by an incentive of up to \$240 annually for each eligible employee and spouse. The incentives are funded by Blue Cross. As earned, eligible employees and spouses select electronic gift cards online via the Blue Cross Advisor.
6. Ramsey County can transition to self-insurance after 2024 as determined by the county.
7. A rate cap of 8.9% was provided for 2025 and 2026.

Plans and Total Monthly Premiums - Current and 2024

	Current Distinctions Plan (HealthPartners)	2024 Preferred Plan (BCBS)	2024 Broad Plan	2024 High-Deductible Plan (BCBS)
Single	\$1,103.27	\$975.59	\$881.67	\$754.50
Employee + Spouse	\$2,629.31	\$2,048.75	\$1,851.51	\$1,585
Employee + Child(ren)	\$2,629.31	\$2,146.31	\$1,939.67	\$1660.50
Family	\$2,629.31	\$3,219.46	\$2,909.51	\$2,490.50

The Evaluation Committee's selection was reviewed with the Joint Labor Management Insurance Committee on July 13, 2023. The Joint Labor Management Insurance Committee did not reach consensus on the recommendation. Labor representatives chose to abstain on the Evaluation Committee's selection and requested inclusion in scoring future solicitations.

Bargaining unit negotiations and subsequent county board action will determine the county contribution to total monthly premiums and Health Savings Accounts. The early retiree county contribution will continue to be subject to previous Ramsey County Board resolutions.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Approve the agreement with Blue Cross Blue Shield of MN, 3535 Blue Cross Road, Eagan, MN 55122, for employee and early retiree medical insurance plans for the period of September 6, 2023 to December 31, 2026 and may be renewed for up to two additional one-year periods.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreement and 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.

A motion to approve was made by Commissioner Moran, seconded by Commissioner Reinhardt. Motion passed.

Aye: - 7: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 
Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2023-376

Meeting Date: 9/5/2023

Sponsor: Human Resources

Title

Agreement with United Healthcare Insurance Company for Regular Retiree Medical Insurance

Recommendation

1. Approve the agreement with United Healthcare Insurance Company, 9900 Bren Road East, Minnetonka, MN 55343 for regular retiree medical insurance plans for the period of September 6, 2023 to December 31, 2025 and may be renewed for up to three additional one-year periods.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreement and 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

Human Resources issued a competitive solicitation for medical insurance plans for retirees age 65 and over (Regular Retirees) and those under age 65 who are eligible for and receiving Medicare A & B retirees beginning January 1, 2024 for up to five years as the previous contract expires December 31, 2023. Approximately 2000 regular retirees plus their dependents were insured in 2023.

Competitive solicitation summary:

Request for Proposals (RFP)	Regular Retiree Insurance
RFP Release Date	January 18, 2023
RFP Response Date	February 28, 2023
Contractors Notified	169
Respondents	Blue Cross Blue Shield of MN (incumbent), HealthPartners (incumbent), Medica, United Healthcare Insurance Company
Proposal Evaluation Committee	Benefits Manager, Benefits Supervisor, Labor Relations Manager, Sr. Business Analyst, Chief Financial Officer, Racial and Health Equity Administrator, Deloitte Consulting
RFP Evaluation Criteria	Racial Equity, Diversity and Inclusiveness, Background, Plan Administration, Implementation, Cost and Presentation
Contractor Recommended	United Healthcare Insurance Company

Historically, Ramsey County has offered four fully insured retiree plans with two different vendors. Four plans have been offered to accommodate coverage for dependents of retirees not eligible for Medicare.

The solicitation was issued requesting fully insured proposals for the four existing and two alternative plans. Based on the evaluation committee's selection, which included Deloitte Consulting, Human Resources recommends UnitedHealthcare Insurance Company's fully insured proposal for two alternative plans (Premier

and Standard). Both the Premier and Standard plans provide a broad network and will provide improved coordination of care and reward retirees for healthy behaviors.

- The Premier plan compares most closely in coverage to the current Journey plan with a 30% reduction in total monthly premium.
- The Standard plan compare most closely to the current Classic plan with a 12% decrease in total monthly premium. Rates are guaranteed for two years, 2024-2025.

Reducing from four to two plans and a single vendor will be significantly easier for the county to administer. Retirees with dependents not eligible for Medicare will be able to insure those individuals on one of the active employee medical plans.

Plans and Total Monthly Premiums 2024-2025

	Current Journey Plan	2024 Premier Plan	Current Classic Plan	2024 Standard Plan
Retiree only (over 65)	\$290.40	\$204.38	\$198.50	\$174.19
Retiree + Spouse (both over 65)	\$580.80	\$408.77	\$397.00	\$348.38

County Contribution for Retiree Medical Insurance - Ramsey County contribution towards Regular Retiree monthly premiums will be based on bargaining unit negotiations and subsequent county board resolutions. Contributions vary significantly based on a retiree's initial date of hire and date of retirement. The Regular Retiree County contribution will continue to be subject to the limitations included in previous county board resolutions. Eligible employees hired on or after January 1, 2006, may participate in the Regular Retiree insurance program but do not receive a county contribution toward coverage.

County Goals (Check those advanced by Action)

☐ Well-being

☐ Prosperity

☒ Opportunity

☐ Accountability

Racial Equity Impact

An affordable, comprehensive benefits package attracts and retains a diverse and talented workforce.

Community Participation Level and Impact

This action is strictly operational and internal facing. The residents of Ramsey County do not participate in the evaluation of or decisions regarding the county's employee benefits program.

☒ Inform

☐ Consult

☐ Involve

☐ Collaborate

☐ Empower

Fiscal Impact

There are sufficient funds in the county's Other Post Employment Benefit fund to pay its portion of total premium.

Last Previous Action

On August 21, 2018, the Ramsey County Board approved an agreement with HealthPartners and Blue Cross and Blue Shield for retiree medical insurance (Resolution B2018-245).

Attachments

1. Professional Services Agreement with United Healthcare Insurance Company



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Human Resources, 121 7th Place East, Suite 4000, Saint Paul, MN 55101 ("County") and UnitedHealthcare Insurance Company, 9900 Bren Road East, Minnetonka, MN 55343, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from September 6, 2023, through December 31, 2025.

The Group Contract becomes effective on January 1, 2024, and may be renewed for up to three (3) additional one year period(s).

The full term of the Group Contract may not exceed 60 months pursuant to Minn. Stat. 471.6161.

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

2.1.

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

Retiree medical and pharmacy insurance plan as detailed in the Group Contract which is attached and made a part of this agreement as Addendum A.

Contractor and Contractor's information technology systems will comply with requirements of the County's Hosting Security Exhibit which is attached and made a part of this Agreement as Exhibit 1.

In the event of a conflict between the terms of the Contract documents, the order of precedence shall be:

1. This PSA
2. Hosting Security Exhibit 1
3. Group Contract

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 set forth in Schedule 1 of Addendum A.

5. Contracting for Equity

5.1. Commitment to Advancing Racial Equity

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

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

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

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

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

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

(1) that, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or

persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

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

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

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

5.3. Equal Employment Opportunity and Civil Rights

5.3.1.

Contractors agree that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat. §144.057), creed or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1964. Contractors will furnish all information and reports required by the County, if such information and reports is allowed under applicable law and such information is not confidential, and does not include personnel identifiable information. or by Executive Order No. 11246 as amended, and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

5.3.2.

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

5.3.3.

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

5.3.3.1.

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

5.3.3.2.

Subject to discrimination in employment under any program or activity

related to the services provided by contractors.

5.3.3.3.

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

5.4. Diverse Workforce Inclusion Resources

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

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

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

Ramsey County's Job Connect links job seekers, employers and workforce professionals together through our website, networking events and community outreach. The network

includes over 10,000 subscribed job seekers ranging from entry-level to highly skilled and experienced professionals across a broad spectrum of industries.

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

Ramsey County's Construction Connect is an online and in-person network dedicated to the construction industry. Construction Connect connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Connect is a tool for contractors to help meet diversity hiring goals.

Additional assistance is available through askworkforcesolutions@ramseycounty.us or by calling 651-266-9890.

6. General Contract/Agreement Terms and Conditions

6.1. Payment

6.1.1.

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

6.2. Application for Payments

6.2.1.

The Contractor shall submit an invoice once a month.

6.2.2.

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

6.2.3.

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

6.2.4.

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

6.2.5.

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

6.2.6.

The Contractor shall pay any subcontractor within ten days of the Contractor's receipt of payment from the County for undisputed services provided by the subcontractor. The Contractor shall pay interest of 1 1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid balance of \$100.00 or more is

\$10.00. For an unpaid balance of less than \$100.00, the Contractor shall pay the actual penalty due to the subcontractor. A subcontractor who prevails in a civil action to collect interest penalties from the Contractor must be awarded its costs and disbursements, including attorney's fees, incurred in bringing the action.

6.3. Independent Contractor

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

6.4. Successors, Subcontracting and Assignment

6.4.1.

The Contractor binds itself and legal representatives to the County in respect to all covenants and obligations contained in this Agreement.

6.4.2.

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

6.4.3.

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

6.5. Compliance With Legal Requirements

6.5.1.

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

6.5.2.

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

6.6. Data Practices

6.6.1.

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

6.6.2.

The Contractor designates David Scinto as its Responsible Designee, pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.02

Subdivision 6, as the individual responsible for any set of data collected to be maintained by Contractor in the execution of this Agreement.

6.6.3.

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

6.7. Security

6.7.1.

Contractor will maintain HITRUST Certification and compliance with their security and privacy framework throughout the term of this Agreement.

6.7.2.

Contractors shall report to Ramsey County any privacy or security incident regarding the County's information of which it becomes aware. "Security Incident" means the successful unauthorized access, use, disclosure, modification, or destruction of information. "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) If known, indicate whether the incident originated internally or externally; (4) Identify what corrective action was taken or will be taken to prevent further non-permitted uses or disclosures; (5) Identify what was done or will be done to mitigate any deleterious effect of the non-permitted use or disclosure; and (6) Provide such other information, including any written documentation, as the County may reasonably request. The Contractor is responsible for notifying all affected individuals whose sensitive data may have been compromised as a result of the Security or Privacy incident.

6.7.3.

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

6.7.4.

At County's own cost and expense, no more than once each year, Contractor will permit County and/or its duly authorized representatives, upon 30 days advance notice and subject to a mutually agreeable confidentiality agreement, reasonably necessary access to Contractor's data processing facilities, administrative and security procedures, and documentation in order to ascertain compliance with applicable law and the terms of this Section as it relates to the processing of County's data. The scope, timing, nature, and approach of such reviews shall be mutually agreed to in writing by the parties. Audits will be performed during regular business hours in a manner designed to minimize the interference with Contractor's operations, and will not require on-line access to Contractor's Information Systems. Contractor shall provide reasonable access to relevant personnel, physical premises, and reasonable documentation. The duration of any on-site assessments may not exceed more than 1 business day.

6.7.5.

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

6.8. Indemnification

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Contractor, or its subcontractors, and their officers, agents or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the County's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the County's failure to fulfill its obligation under this Contract.

6.9. Contractor's Insurance

6.9.1.

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

6.9.2.

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

6.9.3.

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

6.9.3.1.

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

6.9.4.

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

6.9.4.1.

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

6.9.5. Workers' Compensation

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

Contractor's liability required minimum limits of \$500,000/\$500,000/\$500,000. Any claims that may arise under Minnesota Statutes Ch. 176 on behalf of these employees, subcontractors or agents and

any claims made by any third party as a consequence of any act or omission on the part of these employees, subcontractors or agents are in no way the County's obligation or responsibility.

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

6.9.6.

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

6.9.7.

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

6.9.8.

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

6.9.9.

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

6.9.10.

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

6.9.12.

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

6.9.13.

All Certificates of Insurance shall provide that the insurer give the County prior written notice of cancellation or non-renewal of the policy as required by the policy provisions of Minn. Stat. Ch. 60A, as applicable.

6.9.14.

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

6.10. Audit

Until the expiration of six years after the furnishing of services pursuant to this Agreement, the Contractor, upon request, shall make available to the County, the State Auditor, or the County's ultimate funding source, a copy of the Agreement, and the books, documents, records, and accounting procedures and practices of the Contractor relating to this Agreement. Based on the classification of the data under the Minnesota Government Data Practices Act or other applicable law or regulation, the Contractor's request for execution of a separate non-disclosure agreement will be reviewed by the County on a case-by-case basis and consistently with applicable laws.

6.11. Notices

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

Kristen Schultz, Ramsey County, 121 7th Place E, Suite 4000, Saint Paul, MN 55101

Contractor:

Deputy General Counsel, UnitedHealthcare Insurance Company, 185 Asylum Street, Hartford, CT 06103-3408 with a copy to:
Geoff Rensi, UnitedHealthcare, 9900 Bren Road East, Mail Stop OH950-1000, Minnetonka, MN 55343

6.12. Non-Conforming Services

The acceptance by the County of any non-conforming goods/services under the terms of this Agreement or the foregoing by the County of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of the County's right to conforming services or any

rights and/or remedies in respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the County provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

6.13. Setoff

Notwithstanding any provision of this Agreement to the contrary, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor.

6.14. Conflict of Interest

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

6.15. Respectful Workplace and Violence Prevention

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

6.16. Force Majeure

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

6.17. Unavailability of Funding - Termination

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

6.18. Termination

6.18.1.

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

6.18.2.

If the Contractor violates any material terms or conditions of this Agreement

the County may, without prejudice to any right or remedy, give the Contractor, and its surety, if any, seven (7) calendar days written notice of its intent to terminate this Agreement, specifying the asserted breach. If the Contractor fails to cure the deficiency within a mutually agreeable cure period, this Agreement shall terminate upon expiration of the cure period. If the parties cannot come to a mutually agreeable cure period with the initial seven (7) days' notice, the County reserves the right to immediately terminate this Agreement.

6.18.3.

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

6.18.4.

The Contractor may terminate this Agreement as outlined in Addendum A.

6.19. Interpretation of Agreement; Venue

6.19.1.

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

6.19.2.

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

6.20. Warranty

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

6.21. Infringement

6.21.1.

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

6.21.2.

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

6.22. Debarment and Suspension

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

6.23. Alteration

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

6.24. Entire Agreement

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

Addendum A

MEDICARE ADVANTAGE WITH PRESCRIPTION DRUG PLAN

This Medicare Advantage with Prescription Drug Benefit Prescription Drug Plan addendum (“Addendum”) is effective as of January 1, 2024 (the “Effective Date”) between UnitedHealthcare Insurance Company (“United”) and Ramsey County (“Group”).

SECTION 1 - DEFINITIONS

Centers for Medicare & Medicaid Services (“CMS”) is a Federal agency within the United States Department of Health and Human Services and is responsible for administering various Medicare programs.

Coinsurance is the portion of medical expenses for a service the Member must pay out-of-pocket, usually a fixed percentage. Coinsurance is usually applied after a deductible or Copayment requirement is met. Coinsurance is in addition to the Plan Beneficiary Premium.

Confidential Information is data classified as not public data defined in Minn. Stat. 13.02, subd. 8a, and Minn. Stat. 13.37, or other applicable law or regulation.

Copayment(s) is a fixed dollar amount payable to a health care provider or pharmacy by the Member when the Member receives a health care service or product that is covered by the Plan. Copayments are in addition to the Plan Beneficiary Premium.

Covered Services are the health care services and products covered pursuant to the current terms of the Plan. Covered Services also includes Medicare Part D eligible prescription drugs and drug products covered pursuant to the current terms of the Plan, in compliance with Medicare Laws and Regulations.

Eligible Dependent(s) is any person defined as a qualified dependent by Group, who meets all the eligibility requirements of Group and the Plan, and who is eligible to enroll in a plan under the Medicare Laws and Regulations and who permanently resides within the Service Area.

Eligible Retiree(s) is a former Group employee who has met the minimum required retiree participation conditions as determined by Group, who is eligible to enroll in a plan under the Medicare Laws and Regulations, who meets the eligibility and enrollment requirements of the Plan, and who permanently resides in the Service Area.

Enrollment is the enrollment of Group’s Eligible Retirees and Eligible Dependents into the Plan by Group. Enrollment is conditioned upon acceptance of the Eligible Retiree or Eligible Dependent by United and by CMS, the execution of this Agreement by United and by Group, and the receipt of Plan Beneficiary Premium by United.

Evidence of Coverage (“EOC”) is the document supplied by United and issued to Members disclosing and setting forth the health care benefits and terms and conditions of coverage of the Plan to which Members are entitled. The EOC is incorporated fully into this Agreement by reference.

Group is the single employer or other entity identified above.

Group Contribution is the amount of the Plan Beneficiary Premium applicable to each Member which is paid by Group.

Low Income Premium Subsidy (“LIPS”) is a low-income subsidy provided to a LIPS-eligible Member for the cost of the Member’s premium or drug cost-sharing coverage under a Plan that provides Part D prescription drug benefit coverage, as described in Medicare Laws and Regulations.

Medicare Laws and Regulations are, collectively, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (the “MMA”), the Medicare Improvements for Patients and Providers Act of 2008, the Patient Protection and Affordable Care Act, the regulations implementing the Medicare Advantage provisions at 42 CFR Part 422, together with guidance, instruction and other directives from CMS relating to Medicare Advantage Plans, and as applicable the regulations implementing the Medicare Part D Plan

provisions of the MMA at 42 CFR Part 423, together with guidance, instruction and other directives from CMS relating to the Medicare Part D Plan.

Medicare Part D Plan is a Medicare Part D prescription drug benefit plan.

Member is the Eligible Retiree and/or Eligible Dependent who is eligible and covered by the Plan.

Open Enrollment Period is the annual period established by Group, or if no Open Enrollment Period is declared by Group, another period required by CMS, during which all eligible and prospective Group Eligible Retirees and Eligible Dependents may enroll in the Plan.

Plan is the Medicare Advantage with prescription drug benefit plan described in this Addendum, subject to modification, amendment, or termination pursuant to the terms of this Agreement and the Plan.

Plan Beneficiary Premium is an amount established by United to be paid to United by or on behalf of each Member enrolled in the Plan for coverage under the Plan. If the Plan provides coverage for prescription drugs, the Plan Beneficiary Premium may include late enrollment penalties as assessed by CMS for those Members who did not have creditable prescription drug coverage for a period that exceeds sixty-three (63) calendar days from or after eligibility for Medicare Part D Plan. Plan Beneficiary Premium will not include Income Related Monthly Adjustment Amounts (IRMAA), if any, as assessed and billed to Member by the Social Security Administration to certain individuals with higher incomes. Member is responsible for the payment of IRMAA and if not paid, Member will be disenrolled from the Plan by CMS.

Service Area is a geographic area approved by CMS within which a Plan Member must permanently reside in order to enroll in the Plan.

SECTION 2 - ELIGIBILITY AND ENROLLMENT

2.01 Eligibility. The Plan specifies the coverage for which Eligible Retirees and Eligible Dependents are eligible, in consideration of their continued entitlement to Medicare Part A and enrollment in Part B, and in consideration of United's receipt of any specified Plan Beneficiary Premium.

2.02 Submission of Eligibility List and Enrollment Information. Group shall submit Eligible Retirees and Eligible Dependents information (the "Group Eligibility List"), as communicated by United and consistent with CMS requirements. The Group Eligibility List is subject to modification by United based upon acceptance or rejection of Enrollment by United and CMS.

2.02.01 Enrollment/Election. Properly completed Enrollment information must be submitted to United by Group for each Eligible Retiree and Eligible Dependent to be enrolled in the Plan. United may accept a uniform group Enrollment (without individual enrollment election forms and usually in an electronic file format) if such group Enrollment is conducted pursuant to Medicare Laws and Regulations. If Group utilizes the group enrollment process to enroll its Eligible Retirees and Eligible Dependents in the Plan, Group will make available to its Eligible Retirees and Eligible Dependents the ability to opt out of the enrollment in a manner that allows its Eligible Retirees and Eligible Dependents to enroll in another plan of their choice on a timely basis and in accordance with Medicare Laws and Regulations.

2.02.02 Time of Enrollment. All Enrollment information shall be submitted by Group to United during the Open Enrollment Period. The EOC applicable to the Plan includes information regarding Initial Enrollment Period and Special Enrollment Period, as defined by CMS, during which Eligible Retirees and Eligible Dependents may enroll in the Plan outside of the Open Enrollment Period.

Group acknowledges that any Enrollment information not received by United consistent with CMS timing requirements may be rejected by United or may result in a later effective date of coverage.

2.02.03 Enrollment Notice to Eligible Retiree and Eligible Dependent. Group shall provide a written notice, prepared by United, to Eligible Retirees and Eligible Dependents at the commencement of the Open Enrollment Period and throughout the year to persons who become eligible at times other than during the Open Enrollment Period. The written notice shall provide notice of the availability of coverage under the Plan.

2.02.04 Enrollment Record Retention. Group's record of Member's enrollment election must exist in a format that can be easily, accurately and quickly reproduced for later reference by each individual Member,

United and/or CMS, as necessary, and be maintained by Group for the term of this Agreement and for ten (10) years thereafter.

2.03 Commencement of Coverage. The commencement date of coverage under the Plan shall be effective in accordance with the terms of this Agreement and Medicare Laws and Regulations (or, if applicable, in accordance with the eligibility date CMS communicates to United). United's acceptance of each Member's Enrollment is contingent upon receipt of the applicable Plan Beneficiary Premium payment and CMS' confirmation of enrollment.

2.04 Involuntary Disenrollment. In the event a Member no longer meets Group's eligibility requirements for participation in the Plan, Group and/or Member shall provide written notice to United of such Member's disenrollment from the Plan or Group shall provide notice via the monthly Group Eligibility List submission, if applicable. Such notice, regardless of medium, shall include the reason for disenrollment. Group shall notify United thirty (30) calendar days prior to the proposed effective date of disenrollment. Disenrollment generally cannot be effective prior to the date Group submits the disenrollment notice.

In the case of a Member who no longer meets Group's eligibility requirements for participation in the Plan or in the case of termination of this Agreement, Group will issue prospective notice to Member of the termination a minimum of twenty-one (21) calendar days prior to the effective date of said termination. Such notice must advise Member of other insurance options that may be available through Group. Group will also advise such Member that the disenrollment action means the Member will not have coverage. If the Plan provides coverage for prescription drugs, the Notice must include information about the potential for late-enrollment penalties that may apply in the future.

The effective date of disenrollment always falls on the last calendar day of a month. In the case of a Member no longer meeting Group's eligibility requirements, Group will send United notice of a Member's termination from the Plan by the first calendar day of the month for an effective date of the last calendar day of that month. All notifications received after the first calendar day of the month will result in a termination effective date of the last calendar day of the following month. Group agrees to pay any applicable Plan Beneficiary Premium through the last calendar day of the month in which Member is enrolled.

2.05 Voluntary Disenrollment. In the event a Member elects to discontinue being covered by the Plan, United must receive a written notice signed by Member that complies with CMS requirements. In the event Group submits Member voluntary disenrollment via the Group Eligibility List, Group must include in the Group Eligibility List the date Member advised Group of disenrollment. The effective date of disenrollment always falls on the last calendar day of a month. Disenrollment generally cannot be effective prior to the date Member advises Group of disenrollment or Member submits the Member's signed, written disenrollment notice. Group agrees to pay any applicable Plan Beneficiary Premium through the last calendar day of the month in which Member is enrolled.

2.06 Disenrollment Record Retention. Group's record of Member's election to disenroll must exist in a format that can be easily, accurately and quickly reproduced for later reference by each individual Member, United and/or CMS, as necessary, and be maintained by Group for at least ten (10) years following the effective date of the Member's disenrollment from the Plan.

2.07 Retroactive Adjustments to Enrollment. No retroactive adjustments may be made beyond ninety (90) calendar days for any enrollments or disenrollments of Eligible Retiree, Eligible Dependent or Member or changes in coverage classification not reflected in United's records at the time United calculates and bills for Plan Beneficiary Premium.

SECTION 3 - GROUP OBLIGATIONS, PLAN BENEFICIARY PREMIUM AND COPAYMENTS

3.01 Notices to Member. If Group or United terminates this Agreement, Group shall promptly notify all Members enrolled through Group of the termination of their coverage in the Plan. Such notification will include any other plan options that may be available through Group. Group shall provide such notice by delivering to each Member a true, legible copy of the notice of termination sent from United to Group, or from Group to United, at the Member's then current address. Group shall promptly provide United with a copy of the notice of termination delivered to each Member, along with evidence of the date the notice was provided. In the event that United terminates Member's enrollment in the Plan for non-payment of Plan

Beneficiary Premium or United's non-renewal of this Agreement, Members will receive notice of termination from United.

If United or Group makes any changes affecting Members' benefits or obligations under the Plan, including but not limited to, increasing the Plan Beneficiary Premium payable by Member, increasing Copayments or Coinsurance or reducing Covered Services, unless the change is to be communicated by United through the Annual Notice of Change process, the party promulgating the change shall promptly notify all Members enrolled through Group of the applicable change. If Group promulgates the change and is required to provide notice to Members, Group shall provide such notice by delivering to each Member a true, legible copy of the notice of the applicable change at the Member's then current address. When required by CMS, Group shall promptly provide United with a copy of any notice delivered to each Member, along with evidence of the date the notice was provided. United shall have no responsibility to Members in the event Group fails to provide the notices required by this Section 3.01.

3.02 Plan Beneficiary Premium. Plan Beneficiary Premium will be paid to United by the Due Date in accordance with Section 4.02 of this Agreement. Group shall pay or ensure payment of any portion of Plan Beneficiary Premium for Members for which Group is responsible. Each Member is responsible for paying to United or Group, as applicable, any portion of Plan Beneficiary Premium for which he or she is responsible. When agreed by United and Group, United will bill each Member for Member's amount of the Plan Beneficiary Premium. United shall arrange for Covered Services under the Plan only for those Members for whom the applicable Plan Beneficiary Premium has been paid.

3.02.01 Late Enrollment Penalty. Plan Beneficiary Premium may include any late enrollment penalties as determined applicable by CMS. The late enrollment penalty ("LEP") is based on the combination of a percentage of the national average Part D bid amount set by CMS and the number of months a beneficiary has not enrolled in a Medicare Part D plan, when eligible or a Member does not have creditable coverage (coverage containing a prescription drug benefit that is equivalent to Medicare Part D). LEP is communicated to United by CMS upon confirmation of Member enrollment by CMS. In the event Member is assessed LEP by CMS, United will bill LEP directly to Group. Otherwise, upon Group's written authorization, United will bill LEP directly to Member. In the case where United bills Member directly for Plan Beneficiary Premium, United will bill LEP directly to Member.

3.03 Modification of Plan Beneficiary Premium and Benefits.

3.03.01 Modification of Plan Beneficiary Premium. Plan Beneficiary Premium may be modified by United pursuant to Medicare Laws and Regulations, upon thirty (30) calendar days written notice to Group. Any such modification shall take effect commencing the first full month following the expiration of the thirty (30) day notice period.

3.03.02 Modification of Benefits or Terms. Covered Services as set forth in the EOC, as well as other terms of coverage under the Plan may be modified by United pursuant to Medicare Laws and Regulations, upon thirty (30) calendar days' written notice to Group. Any such modification shall take effect commencing the first full month following the expiration of the thirty (30) day notice period or on a later date specified in the notice.

3.04 Effect of Payment. Except as otherwise provided in this Agreement, only Members for whom the Plan Beneficiary Premium is received by United are entitled to benefits under the Plan, and then only for the period for which such payment is received.

3.05 Adjustments to Payments. Any imposition of or increase in any premium tax, guarantee or uninsured fund assessments, or other governmental charges relating to or calculated in regard to the Plan Beneficiary Premium shall be automatically added to the Plan Beneficiary Premium as of their legislative effective dates, as permitted by law. In addition, any change in law or regulation that significantly affects United's cost of operation can result in an increase in the Plan Beneficiary Premium, in an amount to be determined by United, as of the next available date of Plan Beneficiary Premium adjustment, as permitted by law.

3.06 Member/Marketing Materials. Group shall provide United with copies of any and all materials relating to the coverage available through the Plan that Group intends to disseminate to Eligible Retiree, Eligible Dependent or Member. All materials relating to the Plan and/or United shall be subject to review and written approval by United prior to its distribution by Group. Group understands that the Plan is subject to federal

and state regulatory oversight, and that Eligible Retiree, Eligible Dependent or Member materials and marketing materials (including, but not limited to, cover letters accompanying direct mail kits, announcement mailings, etc.) may be required to be filed with, reviewed and approved by, CMS or state regulators prior to use. Group agrees not to distribute such material prior to receipt of written approval of the material by United. Group shall assume all liabilities and damages arising from Group's unauthorized dissemination of Eligible Retiree, Eligible Dependent or Member materials and/or marketing materials. Group also agrees to comply with all relevant federal and state regulatory requirements regarding the distribution and fulfillment of Eligible Retiree, Eligible Dependent or Member materials and/or marketing materials and applicable timeframes.

3.07 Employer/Union-Only Group Obligations. Pursuant to Medicare Laws and Regulations, Group acknowledges and agrees to comply with the following obligations with respect to the Plan:

3.07.01 Uniform Premium Requirements: Group may determine how much of a Member's Plan Beneficiary Premium Group will subsidize, subject to the following conditions in determining the Plan Beneficiary Premium subsidy:

- a. Group can subsidize different amounts for different classes of Members in the Plan provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried v. hourly). Different classes cannot be based on eligibility for Low Income Subsidy individuals;
- b. Group cannot vary the Plan Beneficiary Premium subsidy for individuals within a given class of Members, other than as is required for the CMS-assessed late enrollment penalty; and
- c. Group cannot charge a Member for prescription drug coverage provided under the Plan for more than the sum of his or her monthly Plan Beneficiary Premium attributable to basic prescription drug coverage and 100% of the monthly Plan Beneficiary Premium attributable to his or her supplemental prescription drug coverage (if any).

3.07.02 Low Income Subsidy: For all Plan Low Income Subsidy eligible individuals:

- a. United will administer Low Income Premium Subsidy (LIPS) credits. Pursuant to federal regulations, the LIPS amount must first be used to reduce the portion of the monthly Plan Beneficiary Premium attributable to basic prescription drug coverage paid by Member, with any remaining portion of the LIPS amount then applied toward the portion of the monthly Plan Beneficiary Premium attributable to basic prescription drug coverage paid by Group. If, however, United does not or cannot directly bill Group's Members, CMS will waive this up-front reduction requirement and permit United to directly refund the amount of the LIPS to the Member.
- b. If the sum of Member's and Group's monthly Plan Beneficiary Premium is less than the amount of the LIPS credit, any amount of the LIPS credit above the total Plan Beneficiary Premium must be returned to CMS; and
- c. If the LIPS credit for which a Member is eligible is less than the portion of the monthly Plan Beneficiary Premium paid by Member, Group shall communicate to Member the financial consequences for Member of enrolling in the Plan as compared to enrolling in another Medicare Part D Plan with a monthly beneficiary premium equal to or below the LIPS amount.
- d. Any LIPS credit due to Member and/or Group must be applied within forty-five (45) calendar days of receipt.
- e. To enable United to appropriately administer LIPS disbursements, Group shall complete and return an annual attestation issued by United.
 - i. The attestation validates the Group's current billing procedures and is used to determine the recipient of LIPS disbursements.
 - ii. The lack of an up-to-date attestation will default the disbursement of LIPS to Member regardless of prior year attestation information.
 - iii. United will not refund Group for LIPS disbursements made to Member during periods prior to an adequate attestation being completed and returned.

iv. In order to collect and redistribute misappropriated LIPS disbursements made to Group, United reserves the right to bill Group who has received LIPS disbursements on behalf of Member due to incorrect attestation information.

f. United shall provide reporting to Group for Members currently receiving LIPS disbursements. These reports will identify Member by name and display their respective monthly disbursements. These reports are intended to allow Group to recoup, if applicable, any remaining portion of the LIPS credit (payment that remains after the LIPS credit is used to exhaust the monthly Plan Beneficiary Premium attributable to basic prescription drug coverage paid by the Member). If the reported amount exceeds \$30, the amount distributed would likely cover multiple months. Group would only be allowed to recoup the difference between the monthly Plan Beneficiary Premium and the monthly LIPS credit amount. In these cases, a request for a more detailed report from United should be sought before attempting to recoup LIPS disbursements.

SECTION 4 - TERMINATION

4.01 This Agreement shall terminate, in whole or in part as the case may be, for one or more of the following events and notices of termination shall be sent by United within 90 (ninety) days of the effective date of termination, or as otherwise required by CMS.

- a. termination or non-renewal of United's contract with CMS;
- b. termination or non-renewal with respect to a Service Area or a portion of a Service Area in which Member resides, as applicable.
- c. if United no longer issues the Plan or any group health benefit plans within the applicable market, as permitted by law;
- d. if Group fails to abide by and enforce the conditions of Enrollment set forth in this Agreement;
- e. if Group no longer meets United's minimum contribution or participation requirements;
- f. non-renewal of this Agreement by United at the end of the then current term.
- g. in the event of a filing by or against the Group of a petition for relief under the Federal Bankruptcy Code,
- h. any jurisdiction prohibits a party from administering the Plan under the terms of this Agreement, or imposes a penalty on the Plan, Group or United and such penalty is based on the services specified in this Agreement. In this situation, the party may immediately discontinue the Agreement's application in such jurisdiction. Notice must be given to the other party when reasonably practical. The Agreement will continue to apply in all other jurisdictions.

4.02 Termination for Nonpayment of Plan Beneficiary Premium. United may terminate this Agreement in the event Group or its designee, or Member fails to remit Plan Beneficiary Premium, including LEP, in full by the due date to United by giving written notice of termination of this Agreement to Group. Nonpayment of Plan Beneficiary Premium includes, but is not limited to, payments returned due to non-sufficient funds and post-dated checks. Such notice shall specify that payment of all unpaid Plan Beneficiary Premium must be received by United within fifteen (15) calendar days of the date of issuance of the notice, and that if payment is not received within the fifteen (15) day period, no further notice shall be given, and coverage for all Members enrolled in this Plan shall automatically be terminated effective at the end of the month for which Plan Beneficiary Premium has been actually received by United, subject to compliance with notice requirements.

4.03 Termination for Breach. United may terminate this Agreement if Group breaches any term, covenant or condition of this Agreement and fails to cure such breach within thirty (30) calendar days after United sends written notice of such breach to Group. United's written notice of breach shall make specific reference to Group's action causing such breach. If Group fails to cure its breach subject to United's satisfaction within thirty (30) calendar days after United sends notice of such breach to Group, United may terminate this Agreement at the end of the thirty (30) day notice period.

4.04 Termination for Providing Misleading or Fraudulent Information. United may terminate this Agreement thirty (30) calendar days after United sends written notice to Group if Group provides materially misleading or fraudulent information to United in any Group questionnaire or is aware that materially misleading or fraudulent information has been provided on Eligible Retiree, Eligible Dependent or Member Enrollment forms.

4.05 Return of Prepayment Premium Fees Following Termination. In the event of termination by either party (except in the case of fraud or deception in the use of United services or facilities, or knowingly permitting such fraud or deception by another), United will, within thirty (30) calendar days, return to Group the pro-rata portion of money paid to United which corresponds to any unexpired period for which payment has been received, together with amounts due on claims, if any, less any amounts due to United. United's exercise of its termination rights under Section 4.02 above does not waive United's right to payment by Group for all coverage provided, including late fees as provided in Section 3.03 above.

SECTION 5 - MISCELLANEOUS PROVISIONS

5.01 Confidential Information. Consistent with the definition above, each party will limit the use of the other's Confidential Information to only the information required to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. Neither party will disclose the other's Confidential Information to any person or entity other than to the receiving party's employees, subcontractors, or authorized agents needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. Group may not sell, license, or grant any other rights to Confidential Information.

If Group needs access to United's Confidential Information, United, at its discretion, may allow Group to use United's Confidential Information subject to the following conditions:

- (1) The information requested must relate to United's services under this Agreement;
- (2) Group must give United reasonable advance notice and an explanation of the need for United's Confidential Information;
- (3) It must be legally permissible for United to release such information;
- (4) The release and use must be consistent with United's provider contractual obligations; and
- (5) The release and use must be consistent with United's data use and release policies.

Such use is subject to the terms of this Agreement and as required by United, a mutually agreed upon confidentiality agreement.

If Group is subject to a Freedom of Information Act (FOIA) request, and the request includes United's Confidential Information, Group will contact United prior to releasing any information and give United the opportunity to review, respond, and/or object to the FOIA request.

United also will provide reasonable access to information to an entity providing Plan administrative services to Group, such as a consultant or vendor, if Group requests it. Such access is subject to the conditions in this Section. Before United provides Confidential Information to that entity, the parties must sign a mutually agreed-upon confidentiality agreement, and the parties must agree as to what information is minimally necessary to accomplish the Plan administrative service.

United will provide information only while this Agreement is in effect and for a period of six (6) months after the Agreement terminates, unless Group demonstrates that the information is in response to a subpoena, legal process, or other release of information required by applicable law.

Group is responsible for entering into any and all legally required agreements with consultant or vendor to ensure protection of Protected Health Information, including but not limited to, a Business Associate Agreement, as defined under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended from time to time.

This provision shall survive the termination of this Agreement.

5.02 Protected Health Information Certification. In executing this Agreement, Group certifies that as plan sponsor it has in place appropriate Plan documents necessary to demonstrate compliance with applicable privacy requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended from time to time (collectively, "HIPAA"). The Group further certifies that its Plan documents meet the following requirements: (a) Plan documents describe employees or classes of employees or other persons under the control of the plan sponsor to be given access to the protected health information to be disclosed, provided that any employee or person who receives protected health information relating to payment under, health care operations of, or other matters pertaining to the group health plan in the ordinary course of business must be included in such description; (b) restrict the access to and use by such employees and other persons described in the above to the plan administration functions that the Plan Sponsor performs for the group health plan; (c) provide an effective mechanism for resolving any issues of noncompliance by persons described above with the plan document provisions required by law; and (d) the Plan documents comply with the requirements of 45 C.F.R. Section 164.504(f)(2) and that the plan sponsor will safeguard and limit the use and disclosure of protected health information that the plan sponsor may receive from United to perform the plan administration functions.

Specifically, the plan sponsor will:

- a. Not use or further disclose the information other than as permitted or required by the plan documents or as required by law;
- b. Ensure that any agents, including a subcontractor, to whom it provides protected health information received from United, agree to the same restrictions and conditions that apply to the plan sponsor with respect to such information;
- c. Not use or disclose the information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the plan sponsor;
- d. Report to United any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware;
- e. Make available protected health information in accordance with 45 CFR §164.524;
- f. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.526;
- g. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528;
- h. Make its internal practices, books and records relating to the use and disclosure of protected health information received from United available in response to an inquiry from United or an appropriate regulatory entity for purposes of determining compliance with federal privacy requirements;
- i. If feasible, return or destroy all protected health information received from the United that the plan sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose of which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

Schedule 1**Medicare Advantage and Part D**

This schedule applies to the Ramsey County, MN population if more than 2350 members are enrolled with UnitedHealthcare for a Medicare Advantage and Part D plan population as of 01/01/2024 for the 2025 rate guarantee.

2024 - 2025 Rate

Premier/High Plan	\$204.38 - Retiree over 65 \$408.76 - Retiree + Spouse (both over 65)
Standard/Low Plan	\$174.19 - Retiree over 65 \$348.38 - Retiree + Spouse (both over 65)

Stipulations

- (1) This is a quote effective 01/01/2024 - 12/31/2025
- (2) These rates are quoted on a Full Replacement basis.
- (3) This quote assumes that the employer pays 50% of the premium.
- (4) Please note the following with regard to the drug coverage on these Medicare Advantage and Part D (MAPD) products:
 - (a) We reserve the right to change our Part D formulary for calendar years 2024 and 2025. We also reserve the right to change our pharmacy benefit manager and/or our pharmacy network for calendar year 2024 and 2025.
 - (b) There is a specific Part D drug formulary that applies to all of our MA-PD plan offerings.
 - (c) All Part D prescription drug coverage is considered to be creditable, therefore Creditable Coverage Notices are not required.
- (5) UnitedHealthcare (United) reserves the right to make adjustments at a later date if highly utilized specialty/high cost drugs are introduced that have not been considered in the pricing.
- (6) The premium rate quoted herein assumes that premiums are due in full on a monthly basis on or before the last business day of the month prior to the month for which the premium applies.
- (7) United reserves the right to modify its 2025 rates in the event of changes to existing laws, regulations, or any new legislation, assessments, taxes, and/or other marketplace changes to the Medicare Advantage and Part D programs that will have an impact to the program costs or revenue, including but not limited to:
 - (a) any changes to the Part D program including, but not limited to, any current proposals or legislation that have not yet been finalized or, if finalized, the full impact of which is not known at this time. (Please note that this proposal does account for the portions of the Inflation Reduction Act that are effective 1/1/2023 and 1/1/2024 but does not account for any impacts due to the portions of the Inflation Reduction Act that are scheduled to become effective 1/1/2025 and forward - United may modify its 2025 rates as permitted by this Section 7 at such time as the impacts of the Inflation Reduction Act provisions effective 1/1/25 and beyond are finalized);
 - (b) changes in the methodology used to calculate CMS payments including any changes due to EGWP bid waiver;
 - (c) any plan design changes required by the applicable regulatory authority (i.e., mandated benefits);
 - (d) any Force Majeure event in 2024 or beyond, including but not limited to national pandemic, acts of God, acts of terrorism, or anything beyond United's reasonable control; or
 - (e) as otherwise permitted in our contract.

(8) Notwithstanding 7 above, United assumes the risk and will hold the rates above if United fails to qualify for Medicare Advantage Quality

Bonus Payments provided the Bonus Payments program remains in effect. (i.e., United takes the risk of failure to qualify for the Bonus Payments program).

Updated as of:

August 2, 2023

Sponsor: Human Resources

Meeting Date: 9/5/2023

Title: Agreement with United Healthcare Insurance Company for
Regular Retiree Medical Insurance

File Number: 2023-376

Background and Rationale:

Human Resources issued a competitive solicitation for medical insurance plans for retirees age 65 and over (Regular Retirees) and those under age 65 who are eligible for and receiving Medicare A & B retirees beginning January 1, 2024 for up to five years as the previous contract expires December 31, 2023. Approximately 2000 regular retirees plus their dependents were insured in 2023.

Competitive solicitation summary:

Request for Proposals (RFP)	Regular Retiree Insurance
RFP Release Date	January 18, 2023
RFP Response Date	February 28, 2023
Contractors Notified	169
Respondents	Blue Cross Blue Shield of MN (incumbent), HealthPartners (incumbent), Medica, United Healthcare Insurance Company
Proposal Evaluation Committee	Benefits Manager, Benefits Supervisor, Labor Relations Manager, Sr. Business Analyst, Chief Financial Officer, Racial and Health Equity Administrator, Deloitte Consulting
RFP Evaluation Criteria	Racial Equity, Diversity and Inclusiveness, Background, Plan Administration, Implementation, Cost and Presentation
Contractor Recommended	United Healthcare Insurance Company

Historically, Ramsey County has offered four fully insured retiree plans with two different vendors. Four plans have been offered to accommodate coverage for dependents of retirees not eligible for Medicare.

The solicitation was issued requesting fully insured proposals for the four existing and two alternative plans. Based on the evaluation committee's selection, which included Deloitte Consulting, Human Resources recommends UnitedHealthcare Insurance Company's fully insured proposal for two alternative plans (Premier and Standard). Both the Premier and Standard plans provide a broad network and will provide improved coordination of care and reward retirees for healthy behaviors.

- The Premier plan compares most closely in coverage to the current Journey plan with a 30% reduction in total monthly premium.
- The Standard plan compare most closely to the current Classic plan with a 12% decrease in total monthly premium. Rates are guaranteed for two years, 2024-2025.

Reducing from four to two plans and a single vendor will be significantly easier for the county to administer. Retirees with dependents not eligible for Medicare will be able to insure those individuals on one of the active employee medical plans.

Plans and Total Monthly Premiums 2024-2025

Current Journey Plan	2024 Premier Plan	Current Classic Plan	2024 Standard Plan
Retiree only (over 65)	\$290.40	\$204.38	\$198.50
Retiree + Spouse (both over 65)	\$580.80	\$408.77	\$397.00

County Contribution for Retiree Medical Insurance - Ramsey County contribution towards Regular Retiree monthly premiums will be based on bargaining unit negotiations and subsequent county board resolutions. Contributions vary significantly based on a retiree's initial date of hire and date of retirement. The Regular Retiree County contribution will continue to be subject to the limitations included in previous county board resolutions. Eligible employees hired on or after January 1, 2006, may participate in the Regular Retiree insurance program but do not receive a county contribution toward coverage.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Approve the agreement with United Healthcare Insurance Company, 9900 Bren Road East, Minnetonka, MN 55343 for regular retiree medical insurance plans for the period of September 6, 2023 to December 31, 2025 and may be renewed for up to three additional one-year periods.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreement and 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.

A motion to approve was made by Commissioner Moran, seconded by Commissioner Reinhardt. Motion passed.

Aye: - 7: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 
 Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2023-375

Meeting Date: 9/5/2023

Sponsor: Human Resources

Title

Agreement with Metropolitan Life Insurance Company for Employee and Retiree Dental Insurance Plans

Recommendation

1. Approve the agreement with Metropolitan Life Insurance Company, 200 Park Avenue, New York, NY 10166 for dental insurance services for the period upon execution to December 31, 2026 and may be renewed for up to two additional one-year periods.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreement and execute amendments to the agreement in accordance with the county's procurement policies and procedures, in a form approved by the County Attorney's Office.

Background and Rationale

Ramsey County provides dental insurance to approximately 5000 employees, retirees, spouses and children. Providing market competitive coverage and plans attracts and retains employees. Every three to five years, the county issues a solicitation for dental insurance in compliance with state law and to ensure the best options are provided to employees at a competitive price. The current five-year contract for dental insurance ends December 31, 2023. More information on the solicitation process was presented to the [Ramsey County Board in a workshop on June 6, 2023 <https://ramseycountymn.legistar.com/LegislationDetail.aspx?ID=6263666&GUID=80723E6B-6C2A-4FC4-AFD5-2B4E9A586219>](https://ramseycountymn.legistar.com/LegislationDetail.aspx?ID=6263666&GUID=80723E6B-6C2A-4FC4-AFD5-2B4E9A586219).

Human Resources issued a competitive solicitation for dental insurance for eligible employees and retirees under age 65 (Early Retirees) beginning January 1, 2024 for up to five years as the previous contract expires December 31, 2023. In anticipation of the solicitation, the Joint Labor Management Insurance Committee established consensus goals as follows:

- Offer competitive, equitable benefits and choice to attract and retain employees
- Provide additional plan and enrollment tier choices with meaningful premium differences
- Manage cost and viability in the long term and keep pace with inflation
- Align with the county's strategic Racial Equity priority

Retirees are eligible to participate in the plan only if they carried dental coverage as an active employee at the time of retirement and continue it into retirement.

Competitive solicitation summary:

Request for Proposals (RFP)	Dental Insurance
RFP Release Date	January 11, 2023
RFP Response Date	February 14, 2023
Contractors Notified	169

Respondents	Blue Cross Blue Shield of MN, Delta Dental, HealthPartners (incumbent), Humana, MetLife
Proposal Evaluation Committee	Benefits Manager, Benefits Supervisor, Labor Relations Manager, Sr. Business Analyst, Chief Financial Officer, Racial and Health Equity Administrator, Deloitte Consulting
RFP Evaluation Criteria	Background, Plan Administration, Implementation, Cost and Presentation
Contractor Recommended	Metropolitan Life Insurance Company

Ramsey County currently offers two dental plans with two enrollment tiers, single or family. The solicitation requested fully insured proposals for existing and alternative plans with two additional enrollment tiers (Employee + Spouse and Employee + Child(ren)). Based on the evaluation committee's selection, Human Resources recommends Metropolitan Life's fully insured proposal for two plans (Select and Open) with 4 enrollment tiers (Single, Employee + Spouse, Employee + Child(ren), Family). Total monthly premium will remain the same for 2024 and 2025. A rate cap of 7% was provided for 2026. Market competitive plans and additional enrollment tiers provide choice and premiums that reflect changing employee priorities over time.

Plans and Total Monthly Premiums Current and 2024

	Current	2024 Select Plan	2024 Open Plan
Single	\$46.02	\$41.28	\$32.76
Employee + Spouse	\$102.58	\$59.53	\$56.87
Employee + Child(ren)	\$102.58	\$79.26	\$75.72
Family	\$102.58	\$116.46	\$111.26

The Evaluation Committee's selection was reviewed with the Joint Labor Management Committee on July 13, 2023. The Joint Labor Management Committee did not reach consensus on the recommendation. Labor representatives chose to abstain on the Evaluation Committee's selection and requested inclusion in scoring future solicitations.

Bargaining unit negotiations and subsequent county board action will determine the county contribution to total monthly premiums. Retiree county contribution will continue to be subject to previous county board resolutions.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☒ Opportunity ☒ Accountability

Racial Equity Impact

Once approved, this action will further the county's efforts at providing a sustainable, long-term benefits strategy that recognizes cultural differences and supports employee well-being. The county's employee workforce currently reflects a population where 40% are identified as racially and ethnically diverse. Diversity continues as a critical component of a comprehensive and well-balanced benefits program.

Community Participation Level and Impact

This action is strictly operational and internal facing. The residents of Ramsey County do not participate in the evaluation of or decisions regarding the county's employee benefits program.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

Sufficient funding is included in the proposed 2024-2025 County Manager's budget to fund this contract.

Last Previous Action

On June 6, 2023, the Ramsey County Board held a workshop on 2024 Employee Benefits Procurement Process.

On August 21, 2018, the Ramsey County Board approved an agreement with HealthPartners for active employee and early retiree medical insurance contract. (Resolution B2018-228).

Attachments

None.

Sponsor: Human Resources

Meeting Date: 9/5/2023

Title: Agreement with Metropolitan Life Insurance Company for
Employee and Retiree Dental Insurance Plans

File Number: 2023-375

Background and Rationale:

Ramsey County provides dental insurance to approximately 5000 employees, retirees, spouses and children. Providing market competitive coverage and plans attracts and retains employees. Every three to five years, the county issues a solicitation for dental insurance in compliance with state law and to ensure the best options are provided to employees at a competitive price. The current five-year contract for dental insurance ends December 31, 2023. More information on the solicitation process was presented to the [Ramsey County Board in a workshop on June 6, 2023](https://ramseycountymn.legistar.com/LegislationDetail.aspx?ID=6263666&GUID=80723E6B-6C2A-4FC4-AFD5-2B4E9A586219) [<https://ramseycountymn.legistar.com/LegislationDetail.aspx?ID=6263666&GUID=80723E6B-6C2A-4FC4-AFD5-2B4E9A586219>](https://ramseycountymn.legistar.com/LegislationDetail.aspx?ID=6263666&GUID=80723E6B-6C2A-4FC4-AFD5-2B4E9A586219).

Human Resources issued a competitive solicitation for dental insurance for eligible employees and retirees under age 65 (Early Retirees) beginning January 1, 2024 for up to five years as the previous contract expires December 31, 2023. In anticipation of the solicitation, the Joint Labor Management Insurance Committee established consensus goals as follows:

- Offer competitive, equitable benefits and choice to attract and retain employees
- Provide additional plan and enrollment tier choices with meaningful premium differences
- Manage cost and viability in the long term and keep pace with inflation
- Align with the county's strategic Racial Equity priority

Retirees are eligible to participate in the plan only if they carried dental coverage as an active employee at the time of retirement and continue it into retirement.

Competitive solicitation summary:

Request for Proposals (RFP)	Dental Insurance
RFP Release Date	January 11, 2023
RFP Response Date	February 14, 2023
Contractors Notified	169
Respondents	Blue Cross Blue Shield of MN, Delta Dental, HealthPartners (incumbent), Humana, MetLife
Proposal Evaluation Committee	Benefits Manager, Benefits Supervisor, Labor Relations Manager, Sr. Business Analyst, Chief Financial Officer, Racial and Health Equity Administrator, Deloitte Consulting
RFP Evaluation Criteria	Background, Plan Administration, Implementation, Cost and Presentation
Contractor Recommended	Metropolitan Life Insurance Company

Ramsey County currently offers two dental plans with two enrollment tiers, single or family. The solicitation requested fully insured proposals for existing and alternative plans with two additional

enrollment tiers (Employee + Spouse and Employee + Child(ren)). Based on the evaluation committee's selection, Human Resources recommends Metropolitan Life's fully insured proposal for two plans (Select and Open) with 4 enrollment tiers (Single, Employee + Spouse, Employee + Child(ren), Family). Total monthly premium will remain the same for 2024 and 2025. A rate cap of 7% was provided for 2026. Market competitive plans and additional enrollment tiers provide choice and premiums that reflect changing employee priorities over time.

Plans and Total Monthly Premiums Current and 2024

	Current	2024 Select Plan	2024 Open Plan
Single	\$46.02	\$41.28	\$32.76
Employee + Spouse	\$102.58	\$59.53	\$56.87
Employee + Child(ren)	\$102.58	\$79.26	\$75.72
Family	\$102.58	\$116.46	\$111.26

The Evaluation Committee's selection was reviewed with the Joint Labor Management Committee on July 13, 2023. The Joint Labor Management Committee did not reach consensus on the recommendation. Labor representatives chose to abstain on the Evaluation Committee's selection and requested inclusion in scoring future solicitations.

Bargaining unit negotiations and subsequent county board action will determine the county contribution to total monthly premiums. Retiree county contribution will continue to be subject to previous county board resolutions.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Approve the agreement with Metropolitan Life Insurance Company, 200 Park Avenue, New York, NY 10166 for dental insurance services for the period upon execution to December 31, 2026 and may be renewed for up to two additional one-year periods.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreement and execute amendments to the agreement in accordance with the county's procurement policies and procedures, in a form approved by the County Attorney's Office.

A motion to approve was made by Commissioner Moran, seconded by Commissioner Reinhardt. Motion passed.

Aye: - 7: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 
 Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2023-378

Meeting Date: 9/5/2023

Sponsor: Human Resources

Title

Agreement with Vision Service Plan Insurance Company for Employee Voluntary Vision Insurance

Recommendation

1. Approve the agreement with Vision Service Plan Insurance Company, 3333 Quality Drive, Rancho Cordova, CA 95670, for employee voluntary vision insurance for the period of September 6, 2023 to December 31, 2026 and may be renewed for up to two additional one-year periods.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreement and 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

A voluntary vision care plan provides care from a network of vision care professionals comprised of optometrists, opticians, and refractive surgeons and provides discounts on products and services including, but not limited to eyeglass examinations; contact lens examinations; frames; lenses; contact lenses; and replacement contact lenses. Ramsey County has never provided a voluntary vision care plan to its employees. At the recommendation of the Joint Labor Management Insurance Committee, Human Resources issued a solicitation for a voluntary group vision plan for employees and their eligible dependents with the following goals:

- Provide a network of vision care professionals that are geographical accessible.
- Demonstrate excellent customer services and claims processing.
- Minimize the time and expense to the county for administration of the plan.
- Demonstrate excellent account and program management capabilities.
- Ability to provide vision insurance benefits at a competitive cost.
- Provide a plan with discounts on products and services including, but not limited to eyeglass examinations, contact lens examinations, frames, lenses, contact lenses, and replacement contact lenses.

Ramsey County will administer the plan but will not contribute to the monthly premium cost. The cost of the monthly premium will be paid entirely by employees who elect to enroll. The group vision insurance plan will be available to approximately 3,800 eligible employees and their dependents.

Below is a competitive solicitation summary:

Request for Proposals (RFP)	Vision Insurance
RFP Release Date	December 14, 2022
RFP Response Date	December 28, 2022
Contractors Notified	210

Respondents	EyeMed, Vision Service Plan Insurance Company, MetLife, Humana
Proposal Evaluation Committee	Benefits Manager, Benefits Supervisor, Labor Relations Specialist, Sr. Business Analyst, Director of Policy & Planning, Deputy Director of Finance, Deloitte Consulting
RFP Evaluation Criteria	Background, Plan Administration, Implementation, Cost and Presentation
Contractor Recommended	Vision Service Plan Insurance Company

Vision Service Plan Insurance Company (VSP) was selected by the evaluation committee for the lowest rates, 65+ years of experience in the market and broad local network which includes retail providers Sam's Club, Costco, Walmart and Pearle Vision. VSP demonstrated a shared priority for community diversity, equity and inclusion through the establishment of local programs that help communities thrive.

Based on the evaluation committee's selection, which included Deloitte Consulting, Human Resources recommends VSP proposal for their Advantage Plan (see attached or below) with four enrollment tiers (Single, Employee + Spouse, Employee + Child(ren), Family).

Advantage Plan	
Exam Frequency	Once per year
Exam Copay	\$0.00
Frame Frequency	Once every other year
Frame Allowance	Featured brands covered at \$225, \$175 or
Lens Frequency	Once every plan year
Single Vision Lenses	\$25.00
Bifocal Lenses	\$25.00
Trifocal Lenses	\$25.00
Progressive Lenses	\$25.00
Lenticular Lenses	\$25.00
Polycarbonate for children	Yes
Contact Lens allowance	\$175
Lasik or PRK	15-20% off retail price or 5% off promotion
Hearing Aid Discounts	N/A
Diabetic Eye Care	N/A

Total Monthly Premium 2024 - 100% employee paid

Single	\$5.94
Employee + Spouse	\$11.70
Employee + Child(ren)	\$12.50
Family	\$20.00

The same total monthly premium is guaranteed for all five years of the contract.

The Joint Labor Management Health Insurance Committee agreed to offer the voluntary vision plan offered by VSP.

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

Once approved, this action will further the county's efforts at providing a sustainable, long-term benefits strategy that recognizes cultural differences and supports employee well-being. The county's employee workforce currently reflects a population where 40% are identified as racially and ethnically diverse. Diversity continues as a critical component of a comprehensive and well-balanced benefits program.

Community Participation Level and Impact

This action is strictly operational and internal facing. The residents of Ramsey County do not participate in the evaluation of or decisions regarding the county's employee benefits program.

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

There is no fiscal impact to the county.

Last Previous Action

None.

Attachments

1. Professional Services Agreement with Vision Service Plan Insurance Company



Professional Services Agreement

This is an Agreement between Ramsey County, a political subdivision of the State of Minnesota, on behalf of Human Resources, 121 7th Place East, Suite 4000, Saint Paul, MN 55101 ("County") and Vision Service Plan Insurance Company, 3333 Quality Drive, Rancho Cordova, CA 95670, doing business as (DBA) Vision Service Plan, registered as a Corporation in the State of Minnesota ("Contractor").

1. Term

1.1.

The original term of this Agreement shall be from September 6, 2023, through December 31, 2026.

The Group Vision Plan becomes effective on January 1, 2024, and may be renewed for up to two (2) additional one year period(s).

The full term of the VSP Client Care Policy may not exceed 60 months pursuant to Minn. Stat. 471.6161.

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.

Group Vision Plan will be delivered in accordance with this Agreement, the VSP Client Care Policy, Attachment A, which is attached and made a part of this Agreement.

Contractor and Contractor's information technology systems will comply with requirements of the County's Hosting Security Exhibit which is attached and made a part of this Agreement as Exhibit 1.

In the event of a conflict between the terms of the contract documents, the order of precedence shall be:

1. This PSA
2. Ramsey County Hosting Security Exhibit
3. The VSP Client Care Policy

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:
Rates are set forth in VSP Client Care Policy, Attachment A.

5. Contracting for Equity

5.1. Commitment to Advancing Racial Equity

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

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

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

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

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

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

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

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

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

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

5.3. Equal Employment Opportunity and Civil Rights

5.3.1.

Contractors agree that no person shall, on the grounds of race, color, religion, age, sex, sexual orientation, disability, marital status, public assistance status, criminal record (subject to the exceptions contained in Minn. Stat. §§299C.67 to 299C.71 and Minn. Stat.

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

5.3.2.

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

5.3.3.

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

under Executive Order No. 11914 (41FR17871, April 28, 1976) shall be:

5.3.3.1.

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

5.3.3.2.

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

5.3.3.3.

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

5.4. Diverse Workforce Inclusion Resources

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

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

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

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

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

Ramsey County's Construction Connect is an online and in-person network dedicated to the construction industry. Construction Connect connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Connect is a tool for contractors to help meet diversity hiring goals.

Additional assistance is available through askworkforcesolutions@ramseycounty.us or by calling 651-266-9890.

6. General Contract/Agreement Terms and Conditions

6.1. Payment

6.1.1.

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

6.1.2.

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

6.2. Application for Payments

6.2.1.

The Contractor shall submit an invoice once a month.

6.2.2.

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

6.2.3.

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

6.2.4.

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

6.2.5.

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

6.2.6.

If applicable and consistent with Minnesota Statutes §471.425, subd. 4a, 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.

6.3. Independent Contractor

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

6.4. Successors, Subcontracting and Assignment

6.4.1.

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

6.4.2.

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

6.5. Compliance With Legal Requirements

6.5.1.

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

6.5.2.

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

6.6. Data Practices

6.6.1.

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

6.6.2.

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

6.6.3.

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

County data will be purged from the Contractor's computers and storage devices used for the Project and the Contractor shall give the County written verification that the data has been purged.

6.7. Security

6.7.1.

The Contractor shall comply with their information technology security policies, which have been provided to the County. Contractor shall not degrade or downgrade information technology security policies during the term of this Agreement.

6.7.2.

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

6.7.3.

Contractors must ensure that any agents (including contractors and subcontractors), analysts, and others to whom it provides protected information, agree in writing to be bound by the same restrictions and conditions that apply to it with respect to such information. Contractor agrees that the restrictions and conditions applied to agents (including contractors and subcontractors) will be no less restrictive than the requirements required under law, regulations, or this Agreement.

6.7.4.

The County retains the right to inspect and review the Contractor's operations for potential risks to County operations or data. The review may include a review of the physical site, and an inspection of documentation such as summaries of security test results, penetration and vulnerability tests, IT audits, and disaster recovery plans. The County will not have access to Contractor systems or perform invasive testing.

6.7.5.

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

6.8. Indemnification

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

6.9. Contractor's Insurance

6.9.1.

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

6.9.2.

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

6.9.3.

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

6.9.3.1.

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

6.9.4.

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

6.9.4.1.

Certificate of Insurance must indicate if the policy is issued on a claims-made or occurrence basis. If coverage is carried on a claims-made basis, then 1) the retroactive date shall be noted on the

Certificate and shall be prior to or the day of the inception of the contract; and 2) evidence of coverage shall be provided for three years beyond expiration of the contract.

6.9.4.2.

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

6.9.5. Workers' Compensation

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

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

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

6.9.5.1

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

6.9.5.2

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

6.9.5.3

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

6.9.5.4

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

6.9.5.5

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

6.9.5.6

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

6.9.5.7

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

6.9.5.8

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

6.9.5.9

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

6.10. Audit

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

6.11. Notices

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

County:

Amber Kempe, Ramsey County, 121 7th Place East, Suite 4000, Saint Paul, MN 55101

Contractor:

Shannon Torgerson, VSP, 3333 Quality Drive, Rancho Cordova, CA 95670

6.12. Non-Conforming Services

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

6.13. Setoff

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

6.14. Conflict of Interest

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

6.15. Respectful Workplace and Violence Prevention

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

6.16. Force Majeure

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

6.17. Unavailability of Funding - Termination

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

6.18. Termination

6.18.1.

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

6.18.2.

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

6.18.3.

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

6.19. Interpretation of Agreement; Venue

6.19.1.

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

6.19.2.

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

validity and enforceability of the remainder of this Agreement.

6.20. Warranty

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

6.21. Infringement

6.21.1.

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

6.21.2.

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

6.22. Debarment and Suspension

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

6.23. Alteration

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

6.24. Entire Agreement

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

Sponsor: Human Resources

Meeting Date: 9/5/2023

Title: Agreement with Vision Service Plan Insurance Company for
Employee Voluntary Vision Insurance

File Number: 2023-378

Background and Rationale:

A voluntary vision care plan provides care from a network of vision care professionals comprised of optometrists, opticians, and refractive surgeons and provides discounts on products and services including, but not limited to eyeglass examinations; contact lens examinations; frames; lenses; contact lenses; and replacement contact lenses. Ramsey County has never provided a voluntary vision care plan to its employees. At the recommendation of the Joint Labor Management Insurance Committee, Human Resources issued a solicitation for a voluntary group vision plan for employees and their eligible dependents with the following goals:

- Provide a network of vision care professionals that are geographical accessible.
- Demonstrate excellent customer services and claims processing.
- Minimize the time and expense to the county for administration of the plan.
- Demonstrate excellent account and program management capabilities.
- Ability to provide vision insurance benefits at a competitive cost.
- Provide a plan with discounts on products and services including, but not limited to eyeglass examinations, contact lens examinations, frames, lenses, contact lenses, and replacement contact lenses.

Ramsey County will administer the plan but will not contribute to the monthly premium cost. The cost of the monthly premium will be paid entirely by employees who elect to enroll. The group vision insurance plan will be available to approximately 3,800 eligible employees and their dependents.

Below is a competitive solicitation summary:

Request for Proposals (RFP)	Vision Insurance
RFP Release Date	December 14, 2022
RFP Response Date	December 28, 2022
Contractors Notified	210
Respondents	EyeMed, Vision Service Plan Insurance Company, MetLife, Humana
Proposal Evaluation Committee	Benefits Manager, Benefits Supervisor, Labor Relations Specialist, Sr. Business Analyst, Director of Policy & Planning, Deputy Director of Finance, Deloitte Consulting
RFP Evaluation Criteria	Background, Plan Administration, Implementation, Cost and Presentation
Contractor Recommended	Vision Service Plan Insurance Company

Vision Service Plan Insurance Company (VSP) was selected by the evaluation committee for the lowest rates, 65+ years of experience in the market and broad local network which includes retail providers Sam's Club, Costco, Walmart and Pearle Vision. VSP demonstrated a shared priority for community diversity, equity and inclusion through the establishment of local programs that help

communities thrive.

Based on the evaluation committee's selection, which included Deloitte Consulting, Human Resources recommends VSP proposal for their Advantage Plan (see attached or below) with four enrollment tiers (Single, Employee + Spouse, Employee + Child(ren), Family).

Advantage Plan

Exam Frequency	Once per year
Exam Copay	\$0.00
Frame Frequency	Once every other year
Frame Allowance	Featured brands covered at \$225, \$175 otherwise
Lens Frequency	Once every plan year
Single Vision Lenses	\$25.00
Bifocal Lenses	\$25.00
Trifocal Lenses	\$25.00
Progressive Lenses	\$25.00
Lenticular Lenses	\$25.00
Polycarbonate for children	Yes
Contact Lens allowance	\$175
Lasik or PRK	15-20% off retail price or 5% off promotional price
Hearing Aid Discounts	N/A
Diabetic Eye Care	N/A

Total Monthly Premium 2024 - 100% employee paid

Single	\$5.94
Employee + Spouse	\$11.70
Employee + Child(ren)	\$12.50
Family	\$20.00

The same total monthly premium is guaranteed for all five years of the contract.

The Joint Labor Management Health Insurance Committee agreed to offer the voluntary vision plan offered by VSP.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

1. Approve the agreement with Vision Service Plan Insurance Company, 3333 Quality Drive, Rancho Cordova, CA 95670, for employee voluntary vision insurance for the period of September 6, 2023 to December 31, 2026 and may be renewed for up to two additional one-year periods.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreement and 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.

A motion to approve was made by Commissioner Moran, seconded by Commissioner Reinhardt. Motion passed.

Aye: - 7: Frethem, Martinson, McGuire, Moran, Ortega, Reinhardt, and Xiong

By: 

Mee Cheng, Chief Clerk - County Board

Board of Commissioners

Request for Board Action

Item Number: 2023-392

Meeting Date: 9/5/2023

Sponsor: Finance

Title

Presentation of Financial Update

Recommendation

None. For information only.

Background and Rationale

The Chief Financial Officer will present an update to the board on the county's financial position. The purpose of the update is to inform both the board and Ramsey County residents on the status of the county's finances.

County Goals (Check those advanced by Action)

☒ Well-being

☒ Prosperity

☒ Opportunity

☒ Accountability

Racial Equity Impact

How funds are used impacts every area of the county's work, the resources available for the county's priorities, and ultimately the levy taxes. These decisions should be made through a racial equity lens, and the outcomes have racial equity implications for all residents.

Community Participation Level and Impact

For this particular presentation, the community participation level is to inform.

☒ Inform

☐ Consult

☐ Involve

☐ Collaborate

☐ Empower

Fiscal Impact

The focus is to provide a fiscal update and there is no known fiscal impact with this presentation.

Last Previous Action

None.

Attachments

1. 2022 Financial Overview and Fund Balance Report Summary Presentation

Ramsey County 2022 Financial Overview and Fund Balance Report Summary

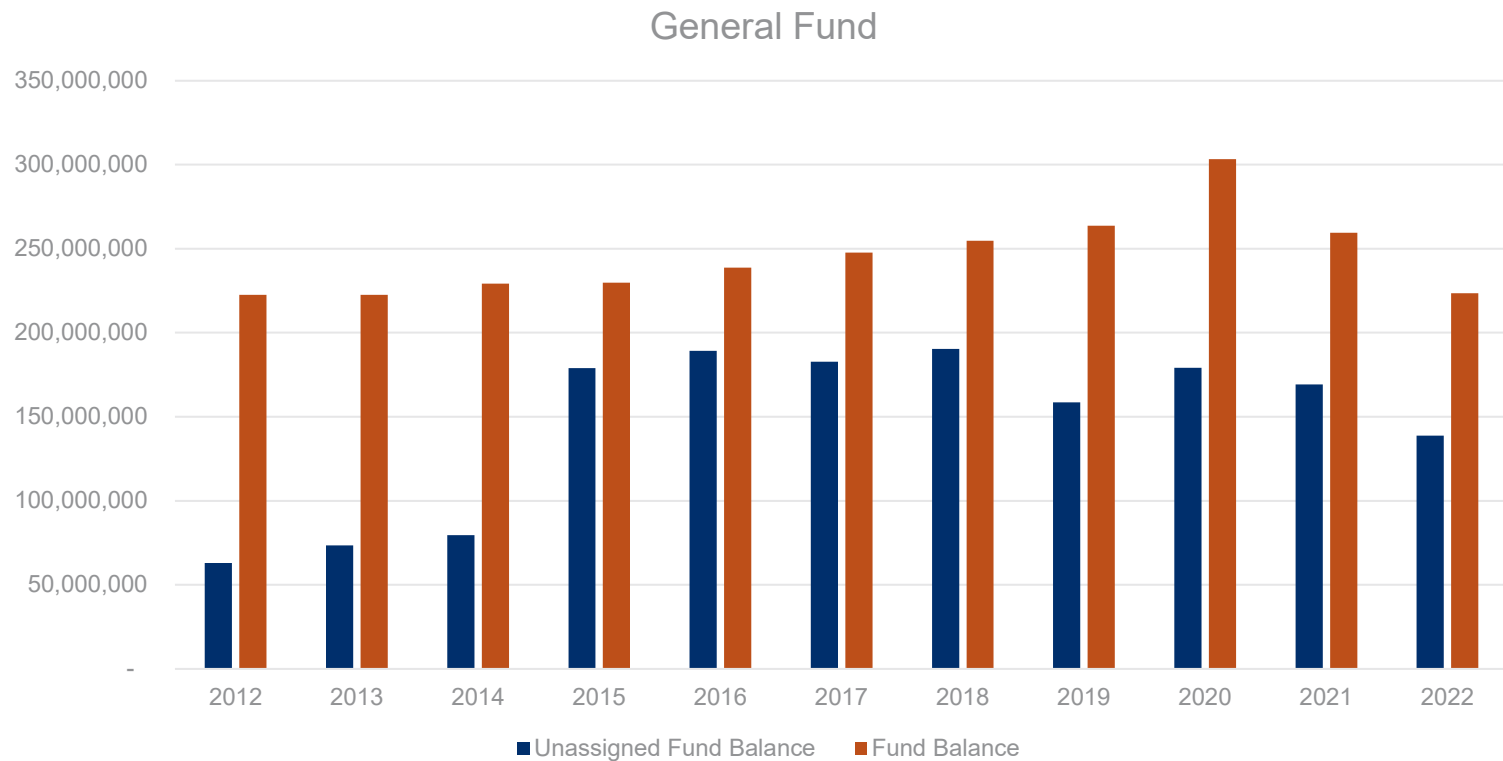
Prepared for the Ramsey County
Board of Commissioners
September 5, 2023

Purpose of the Presentation

- Review how Ramsey County ended 2022 financially
- Summarize the Ramsey County 2022 Fund Balance Report
- 2022 Budget Summary
- Year in review and looking ahead

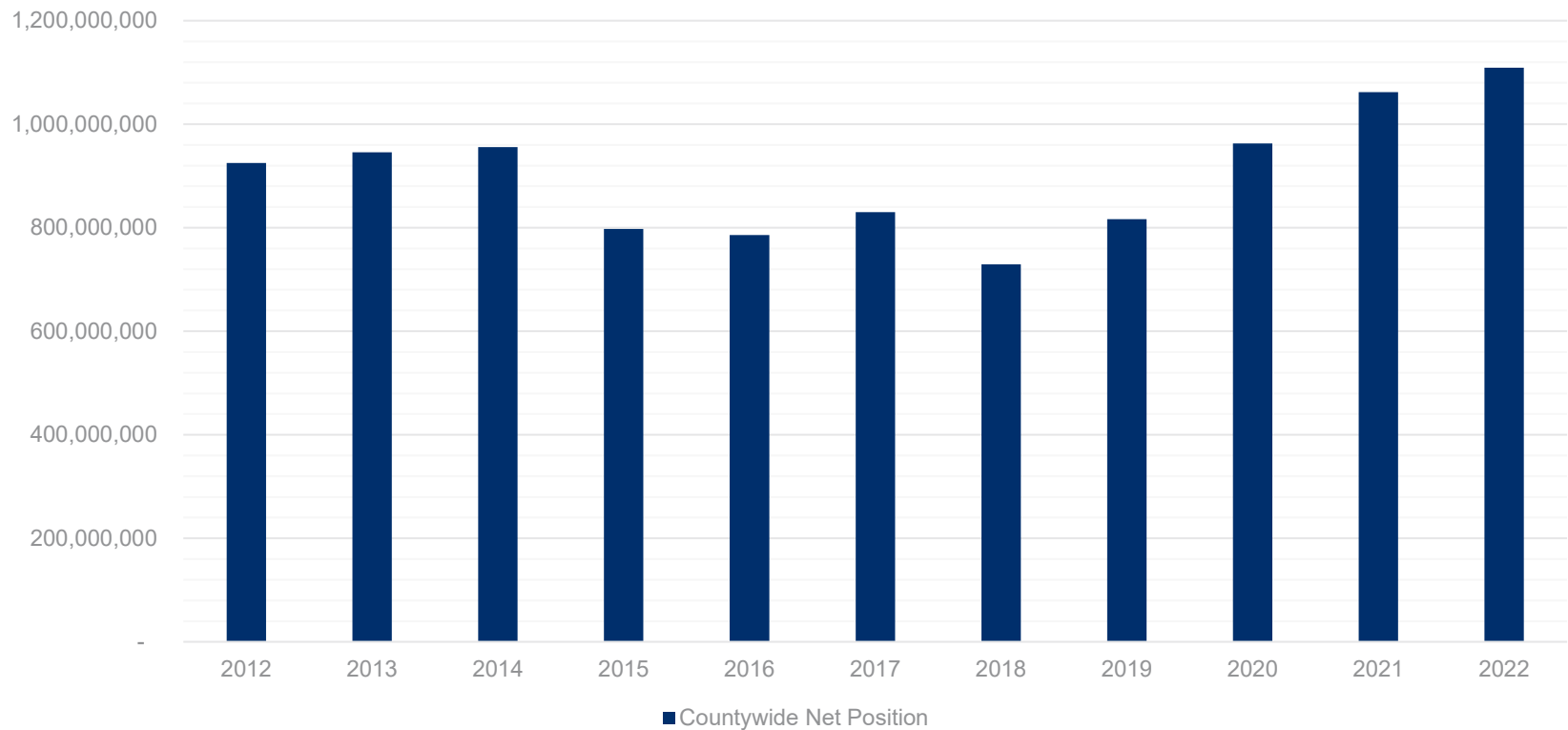
The 2022 Annual Comprehensive Financial Report
is posted on ramseycounty.us/budget

Ramsey County's Financial Position Remained Strong in 2022



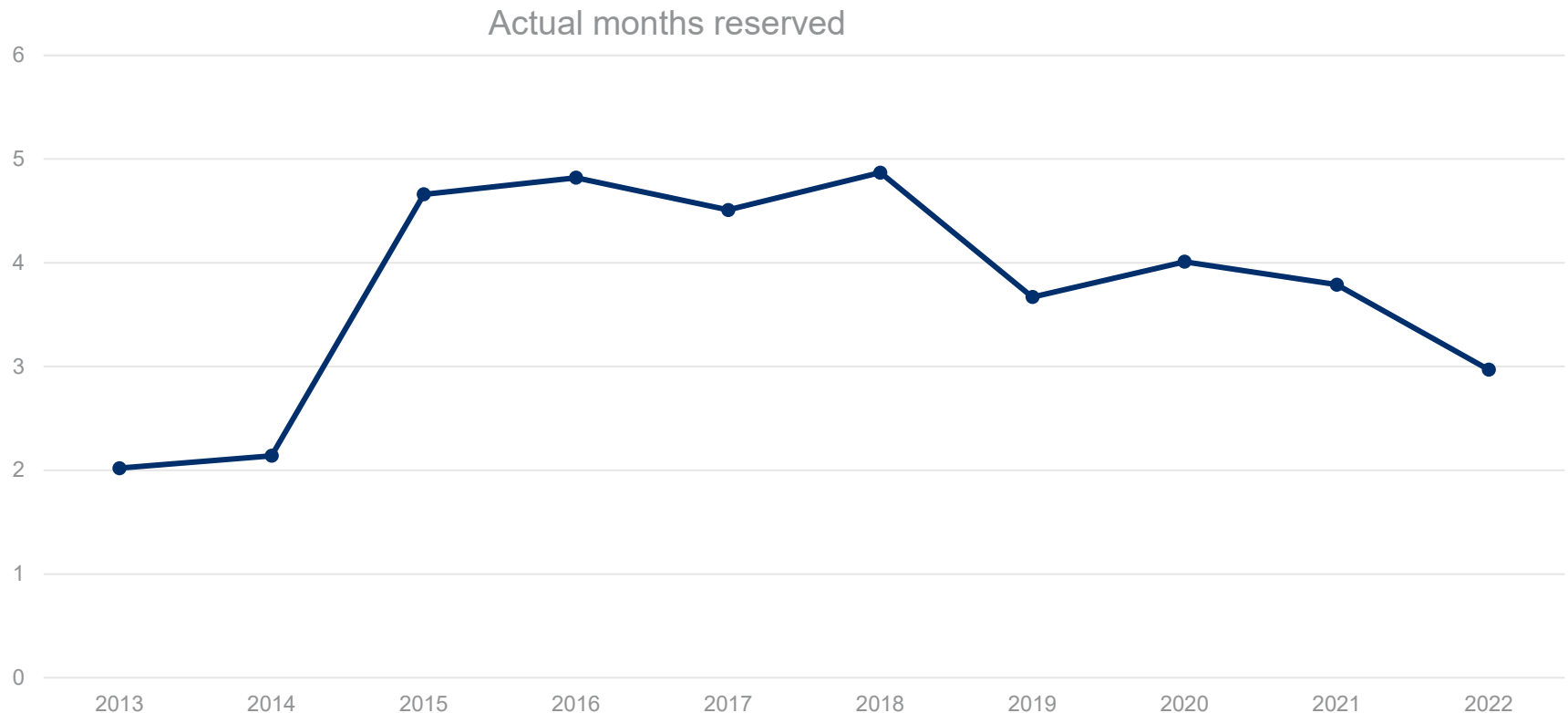
Ramsey County's Financial Position Remained Strong in 2022

Countywide Net Position



General Fund Balance Policy

- Maintain an **unassigned** General Fund balance of no less than two months of the subsequent year's budget.



2022 Financial Achievements as Recognized by Independent Evaluators

- **AAA bond rating** received from both rating agencies (since 2001):
 - In the top 3.3% of U.S. counties.
 - One of six in Minnesota and one of only 105 of 3,143 U.S. counties.
- The rating agencies commented very favorably on the county's:
 - Very strong management.
 - Stable operations and healthy reserves.
 - Low debt burden.
 - Strong budgeting practices.
- Received **all three** Government Finance Officers Association awards:
 - Annual Comprehensive Financial Report.
 - Budget Presentation.
 - Popular Annual Financial Report.
- Overall unmodified (clean) audit opinion from the State Auditor.

2022 Year End Budget Review: General Fund Operating

- Negative general fund operating variance of \$1.3m
- Driven by:
 - RCSO expenditures over budget
 - HWST revenues under budget
 - Offset by positive budget performance in other areas

Year In Review - 2022

- **Intentional Changes Happening**
 - Actuals are very close to budget – using the levy for current residents
 - RCCC closed and employees working across the enterprise
 - Focused on facilities; Issued \$40M in bonds for Strategic Priorities
 - Working to address issues throughout the year – learning to manage budgets in new ways
- **Focusing on our Strategic Priorities**
 - Spending supported strategic priorities
 - TST funds in community
 - Community engagement
 - Climate, Intergenerational Wealth, Talent Priority and more
- **ARPA funding**
 - Continue work related on the investments in high priority areas – Affordable housing, Workforce, Violence Prevention
 - Continue to review for reallocation opportunities

Looking Ahead

Supporting the Mission and Vision

- **2023 Budget and Year to Date**
 - Overall YTD financial projections are trending close to a balanced budget with potential for a deficit similar to 2022
 - Monitoring and working as a team
 - Sale of property – RCCC and possibly more
 - Metro Square and 360 Wabasha are moving quickly
 - Focused on maximizing revenues
 - All employee insurance bid out with new options
 - Changing how we account for Projects and Grants
- **Other**
 - State Legislative funding success
 - ARPA continues through 2024/2026
 - Federal Emergency Management Agency (FEMA)

Wrap-up

- Questions?
- Contact Information:
 - Alex Kotze, Finance Director/CFO
 - Alexandra.Kotze@ramseycounty.us
 - Renee Vought, Deputy Finance Director
 - Renee.Vought@ramseycounty.us
 - Susan Earle, Deputy Finance Director
 - Susan.Earle@ramseycounty.us
- Links:
 - [2022 Annual Comprehensive Financial Report](#)
 - [2022 Popular Annual Financial Report](#)
 - [Budget and Finance webpage](#)
 - [Open Data Portal](#)