



# Board of Commissioners

## Agenda

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

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**May 11, 2021 - 9 a.m.**

**Council Chambers - Courthouse Room 300**

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Pursuant to Minn. Stat. § 13D.021 and 13D.04 Subd. 3, the Chair of the Ramsey County Board of Commissioners has determined that an in-person meeting is not practical or prudent because of the COVID-19 pandemic and the declared state and local emergencies. Commissioners will participate by telephone or other electronic means. In addition, it may not be feasible to have any commissioner, staff, or members of the public present at the regular meeting location due to the COVID-19 pandemic and the declared emergencies. The meeting broadcast will be available online and linked via [ramseycounty.us/boardmeetings](https://ramseycounty.us/boardmeetings). Members of the public and the media will be able to watch the public meeting live online.

### ROLL CALL

### PLEDGE OF ALLEGIANCE

1. **Agenda of May 11, 2021 is Presented for Approval.** [2021-185](#)

Sponsors: County Manager's Office

Approve the agenda of May 11, 2021.

2. **Minutes from May 4, 2021 are Presented for Approval** [2021-252](#)

Sponsors: County Manager's Office

Approve the May 4, 2021 Minutes.

### PROCLAMATION

3. **Proclamation: Mental Health Awareness Month** [2021-261](#)

Sponsors: Public Health

### INFORMATION

4. **COVID Information** [2021-253](#)

Sponsors: County Manager's Office

### ADMINISTRATIVE ITEMS

5. **Agreement with HealthPartners Administrators Inc. for Cafeteria Plan Administration Services (also known as Flexible Spending Account Administration)** [2021-230](#)
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Sponsors: Human Resources

1. Approve the Agreement with HealthPartners Administrators, Inc., 8170 33rd Ave South, P.O. Box 1309, Bloomington MN 55440 for administrative services for the County's Flexible Spending Account (FSA) program which includes Health Care, Dependent Care and Transportation expense reimbursement accounts, for the period of May 12, 2021 to December 31, 2023 and may be renewed for up to one (1) additional three-year period.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the County's procurement policies and procedures provided the amounts are within the limits of available funding

**6. Terms of Collective Bargaining Agreements with the Technical Employee Association for the Year 2021** [2021-227](#)

Sponsors: Human Resources

1. Approve the terms of the collective bargaining agreement with the Technical Employee Association for the year 2021.
2. Authorize the Chair and the County Manager, as representatives of the County, to approve and sign the agreement incorporating these terms and conditions.

**7. Local Option Disaster Tax Abatement** [2021-229](#)

Sponsors: County Assessor's Office

Approve the Local Option Disaster Tax Abatement, and any penalty and interest, with a reduction of \$10,000 or more for 1611 Wynne Ave, Saint Paul, MN 55108-2707, PIN: 28-29-23-11-0038.

**8. Property Tax Abatement** [2021-244](#)

Sponsors: County Assessor's Office

Approve the property tax abatement, and any penalty and interest, with a reduction of \$10,000 or more for 1790 Larpenteur Ave W Falcon Heights, MN 55113-5736, PIN: 21-29-23-12-0016.

**9. Amended and Restated Lease Agreement and Cooperative Agreement with the City of Saint Paul.** [2021-232](#)

Sponsors: Property Management

1. Approve the amended and restated lease agreement with the City of Saint Paul, 15 Kellogg Boulevard West, St. Paul, MN 55102 for the 7.24-acre property in Maplewood to be used as a shooting range through December 31, 2073.
2. Authorize the Chair and Chief Clerk to execute the lease agreement.
3. Approve the Cooperative Agreement with the City of Saint Paul, 15 Kellogg Boulevard West, St. Paul, MN 55102, providing \$60,000 in funding for the purchase of sound suppressors to be used at the shooting range.
4. Authorize the Chair and Chief Clerk to execute the Cooperative Agreement.

**10. Closeout Ramsey County Library - Shoreview Capital Improvement Program project to partially fund the Ramsey County Library-Maplewood Renovation project.** [2021-226](#)

Sponsors: Library

Approve the closeout of the Ramsey County Library (RCL) - Shoreview Capital Improvement Program project and transfer \$757,019.44 to the RCL-Maplewood Remodel project. Subsequently return \$757,019.44 from the RCL-Maplewood Remodel Project to the Library Operations Fund.

**11. March 2021 Report of Contracts, Grant and Revenue Agreements, Emergency Purchases, Sole Source, Single Source Purchases and Final Payments** [2021-228](#)

Sponsors: Finance

Accept the monthly report of contracts, grant and revenue agreements, emergency purchases, sole source and single source purchases and final payments for the month of March 2021.

## **LEGISLATIVE UPDATE**

## **COUNTY CONNECTIONS**

## **OUTSIDE BOARD AND COMMITTEE REPORTS**

## **BOARD CHAIR UPDATE**

## **ADJOURNMENT**

Following County Board Meeting:

10:30 a.m. (estimated) - County Board Virtual Workshop: Maplewood Properties - Community Engagement Update

Join online via Zoom:

<https://zoom.us/j/98395404555?pwd=WnlKVtZ4ZFMwc042ejd1VTlrYmpZdz09>

Webinar ID: 983 9540 4555 | Passcode: 051121 | Phone: 651-372-8299

1:30 p.m. - County Board Virtual Workshop: CARES Evaluation: Workforce Development

Join online via Zoom:

<https://zoom.us/j/92950733746?pwd=cytROVZzZnlyaXZyL0JPWkh1bTNmZz09>

Webinar ID: 929 5073 3746 | Passcode: 051121 | Phone: 651-372-8299

Advance Notice:

May 18, 2021 County board meeting – Council Chambers

May 25, 2021 County board meeting – Council Chambers

June 1, 2021 County board meeting – Council Chambers

June 8, 2021 County board meeting – Council Chambers



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2021-185

**Meeting Date:** 5/11/2021

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**Sponsor:** County Manager's Office

**Title**

Agenda of May 11, 2021 is Presented for Approval.

**Recommendation**

Approve the agenda of May 11, 2021.



# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2021-252

**Meeting Date:** 5/11/2021

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**Sponsor:** County Manager's Office

**Title**

Minutes from May 4, 2021 are Presented for Approval

**Recommendation**

Approve the May 4, 2021 Minutes.

**Attachments**

1.May 4, 2021 MInutes

# Board of Commissioners

## Minutes

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**May 4, 2021 - 9 a.m.**

**Council Chambers - Courthouse Room 300**

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The Ramsey County Board of Commissioners met virtually in regular session at 9:00 a.m. with the following members present: Frethem, MatasCastillo, McDonough, McGuire, Ortega, Reinhardt, and Chair Carter. Also present were Ryan O'Connor, County Manager, and Sam Clark, Civil Division Director, Ramsey County Attorney's Office.

### ROLL CALL

Present: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

### PLEDGE OF ALLEGIANCE

1. Agenda of May 4, 2021 is Presented for Approval. [2021-184](#)

Sponsors: County Manager's Office

Approve the agenda of May 4, 2021.

Motion by McGuire, seconded by Ortega. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

2. Minutes from April 27, 2021 are Presented for Approval [2021-196](#)

Sponsors: County Manager's Office

Approve the April 27, 2021 Minutes.

Motion by MatasCastillo, seconded by McDonough. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

### PROCLAMATION

3. Proclamation: Correctional Officers Week [2021-172](#)

Sponsors: Sheriff's Office and Community Corrections

Presented by Commissioner Frethem. To accept the proclamation were Superintendent Bill Finney, Assistant Superintendent Brad Lindberg and Assistant Superintendent Mike Johnson. Discussion can be found on archived video.

### COVID UPDATE

Presented by County Manager Ryan O'Connor. Discussion included Kathy Hedin, Deputy County Manager - Health and Wellness, Dr. Lynne Ogawa, Medical Director - Public Health, Laura Anderson, Deputy Incident Commander - Public Health, Michael Reed, Logistics Chief - Public Health, and Jen Schreifels, Safety Officer - Public Health. Discussion can be found on archived video.

### ADMINISTRATIVE ITEMS

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**4. Property Tax Abatement [2021-215](#)**

Sponsors: County Assessor's Office

Approve the property tax abatement, and any penalty and interest, with a reduction of \$10,000 or more for 559 Humboldt Ave, Saint Paul, MN 55107-2916, PIN: 08-28-22-23-0053.

Motion by Frethem, seconded by MatasCastillo. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2021-095](#)

**5. 2021 Special Board of Appeal and Equalization [2021-214](#)**

Sponsors: County Assessor's Office

1. Appoint the Special Board members and designated chairs, to conduct the 2021 Ramsey County Special Board of Appeal and Equalization, as needed, on meeting days June 14, 2021 through June 25, 2021 (excluding Saturday):
  - Jan Rapheal - District 1
  - David L. Norrgard (Chair) - District 2
  - Daniel Ward II - District 3
  - Marsha Goff (Chair) - District 4
  - Jeanette Jones - District 4
  - Ron Stevens - District 5
  - Paul Ellis - District 6
  - Joy Erickson - District 7
  - John Mascari
  - Robert Lafond
2. Approve the Procedural Rules to be adhered to by the 2021 Ramsey County Special Board of Appeal and Equalization.
3. Approve the Code of Ethics and Conduct Guidelines to be adhered to by the 2021 Ramsey County Special Board of Appeal and Equalization.
4. Authorize the County Manager to approve the payment of expenses for the 2021 Ramsey County Special Board of Appeal and Equalization and expenses for training for 2022 Ramsey County Special Board of Appeal and Equalization members as required by Minnesota Statute.

Motion by Frethem, seconded by MatasCastillo. Motion passed.

Aye: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

Resolution: [B2021-096](#)

**LEGISLATIVE UPDATE**

Presented by Commissioner McGuire. 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**

Discussion can be found on archived video.

**ADJOURNMENT**

Chair Carter declared the meeting adjourned at 10:08 a.m.

**CLOSED MEETING**

Pursuant to Minnesota Statutes § 13D.05, subd. 1(d) (attorney-client privilege), the County Board met in a closed legal briefing, which was not open to the public.

Legal Strategies in the matter of *Sullivan et al. v. Ramsey County* were discussed.

The Closed Meeting was called to order at 10:31 a.m. with the following members present: Commissioners Frethem, MatasCastillo, McDonough, McGuire, Ortega, Reinhardt and Chair Carter. Also present: Ryan O'Connor, County Manager; Scott Williams, Deputy County Manager; Alex Kotze, Chief Financial Officer, Finance; Ashlee Bryant, Commander, Ramsey County Sheriff's Office; Sam Clark, Civil Division Director, Office of the Ramsey County Attorney; Kim Parker, Assistant County Attorney, Office of the Ramsey County Attorney; Claire Heitman, Civil Division, Office of the Ramsey County Attorney; and Donald Lewis, Nilan Johnson Lewis, PA, outside counsel to Ramsey County.

Motion by Commissioner Reinhardt seconded by Commissioner Ortega. Unanimously approved. Now, Therefore, Be It RESOLVED, the Board of Ramsey County Commissioners authorizes the Office of the Ramsey County Attorney and the county's outside counsel to proceed as discussed in this closed meeting (B2021-097).

The closed meeting was adjourned at 11:34 a.m.





# Board of Commissioners

## Request for Board Action

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

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**Item Number:** 2021-261

**Meeting Date:** 5/11/2021

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**Sponsor:** Public Health

**Title**

Proclamation: Mental Health Awareness Month

**Attachments**

1. Proclamation

# Proclamation

WHEREAS, Mental health is essential to everyone's overall health and well-being; and

WHEREAS, the COVID-19 pandemic, the death of George Floyd and Daunte Wright by the police and the resulting civil unrest have increased the number of people experiencing feelings of anxiety and depression;

WHEREAS, now more than ever, we need to encourage our residents to protect and nurture their mental health and wellbeing by maintaining a healthy work-life balance, reducing stress and creating strong social connections; and,

WHEREAS, it is essential to promote mental well-being and learn to identify early symptoms of mental illness in order to receive appropriate healthcare, safe and healthy housing, economic opportunity and understanding from community members; and

WHEREAS, every community member can make a difference by advocating for mental health awareness education, culturally specific and linguistically appropriate services to end stigma and support individuals and families affected by mental illness; and,


WHEREAS, we all share a responsibility to promote mental wellness and support prevention efforts by simplifying access to care and treatment from the comfort and safety of residents' homes without fear of transmitting or contracting COVID-19. Now, Therefore, Be It.

PROCLAIMED, The Ramsey County Board of Commissioners declares May 2021 as Mental Health Month in Ramsey County; and Be It Further

PROCLAIMED, The Ramsey County Board of Commissioners renews its commitment to increasing community understanding of the importance of mental health and to promote the need for accessible, language appropriate and culturally specific services for all people affected by mental illness.




Toni Carter, Board Chair, District 4



Mary Jo McGuire, Commissioner, District 2



Jim McDonough, Commissioner, District 6



Victoria Reinhardt, Commissioner, District 7



Nicole Frethem, Commissioner, District 1



Trista MatasCastillo, Commissioner, District 3



Rafael E. Ortega, Commissioner, District 5



Ryan T. O'Connor, County Manager

# Board of Commissioners

## Request for Board Action

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**Item Number:** 2021-253

**Meeting Date:** 5/11/2021

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**Sponsor:** County Manager's Office

**Title**  
COVID Information

### Information

Daily COVID-19 situation update dashboard

<https://www.ramseycounty.us/coviddashboard>

*This COVID-19 dashboard provides information on cases, rates of infection, testing, demographics and other information about COVID-19 in Ramsey County. The dashboard uses data from the Minnesota Department of Health which is reviewed by Saint Paul - Ramsey County Public Health and posted daily.*

COVID-19 vaccine information webpage and email updates

<https://www.ramseycounty.us/COVIDvaccine> <https://www.ramseycounty.us/covid-19-info/covid-19-vaccine>

*Provides current COVID-19 vaccine information, timelines, education and safety resources, and connections to vaccination programs. Users can also subscribe to receive vaccine news updates by email and text message (note: This is a subscription to receive news only; it is not a method to sign up to receive vaccine.)*

COVID-19 vaccine distribution by week

<https://www.ramseycounty.us/covid-19-info/covid-19-vaccine/covid-19-vaccinations-week>

*This webpage provides an updated weekly summary of the number of doses of COVID-19 Saint Paul - Ramsey County Public Health has received, how many doses it has administered, the number of clinics held and other information.*

Weekly COVID-19 email updates

<https://www.ramseycounty.us/covid-19-info/news-data/covid-19-news-updates>

*Every other week, Ramsey County sends an e-newsletter with information on service delivery changes, health updates, upcoming virtual events and community resources.*

Coronavirus Disease 2019 (COVID-19) Information

<https://www.ramseycounty.us/Coronavirus>

*Regular updates and resources related to COVID-19 including changes to county services; health information and translated materials; community and business resources; employment assistance; racial equity and community engagement; and opportunities to help and stay informed.*

# Board of Commissioners

## Request for Board Action

**Item Number:** 2021-230

**Meeting Date:** 5/11/2021

**Sponsor:** Human Resources

### Title

Agreement with HealthPartners Administrators Inc. for Cafeteria Plan Administration Services (also known as Flexible Spending Account Administration)

### Recommendation

1. Approve the Agreement with HealthPartners Administrators, Inc., 8170 33rd Ave South, P.O. Box 1309, Bloomington MN 55440 for administrative services for the County's Flexible Spending Account (FSA) program which includes Health Care, Dependent Care and Transportation expense reimbursement accounts, for the period of May 12, 2021 to December 31, 2023 and may be renewed for up to one (1) additional three-year period.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to execute amendments to the agreement in accordance with the County's procurement policies and procedures provided the amounts are within the limits of available funding

### Background and Rationale

The Human Resources Department sought proposals from qualified vendors for assistance with the administration of the County's flexible spending accounts. These accounts include employee health care expense, dependent care expense and transportation expense reimbursement accounts. Human Resources relies on the services of a flexible spending account (FSA) program administrator to help in the collection and disbursement of employee contributions made in accordance with IRS regulations.

Human Resources issued a competitive solicitation for these services on June 22, 2020. The County received four proposals as of the August 20, 2020 due date.

Below is a competitive solicitation summary:

Request for Proposals (RFP Title)	Cafeteria Plan Administrator
RFP Release Date	June 22, 2020
RFP Response Date	August 20, 2020
Number of Contractors Notified	189
Respondents	HealthPartners Administrators Inc., Total Administrative Services Corporation, Further, Application Software Inc.
Proposal Evaluation Committee	Human Resources Benefits Manager, Human Resources Benefits Supervisor, Payroll Manager, Deputy Director of Finance, Human Resources Accountant
RFP Evaluation Criteria	Contractor Qualifications, Key Personnel Qualifications, Project Understanding and Approach, Cost, Customer Service, Administrative/Reporting, Company Reliability and Stability
Contractor Recommended	HealthPartners Administrators, Inc.

The proposal evaluation committee recommends HealthPartners Administrators Inc., 8170 33rd Ave South, P.O. Box 1309, Bloomington MN 55440 to provide services for a period up to December 31, 2025. These services involve administration of the following employee expense programs on the County's behalf:

- Health Care Reimbursement Program designed for reimbursement on a pretax basis of eligible health care expenses not covered by health insurance.
- Dependent Care Reimbursement Program designed for reimbursement on a pretax basis of eligible work-related dependent care expenses.
- Transportation Expense Reimbursement Program designed for reimbursement on a pretax basis of eligible work-related commuting expenses.

HealthPartners has been offering FSA plan administration for more than a decade, with nearly 200 clients and approximately 30,000 members currently. Participating employees will experience a seamless connection between their health care and ability to fund and pay out-of-pocket medical expenses if enrolled in a HealthPartners medical or dental plan. With HealthPartners as the County's medical and dental insurance provider, "claims crossover" is a feature that minimizes reliance on paper claims submission to recover out-of-pocket expense. The medical/dental claims system automatically connects to the FSA claims system, eliminating the need for employees to submit a claim.

Many County FSA program participants have experience with HealthPartners using their Member Services, smart phone application and website content. Reimbursements for dependent care and transportation expense are handled through the same website access as the health care expense program with member services resources available to assist participants as needed.

HealthPartners has proposed a rate of \$2.50 per participant per month for the first two years and a rate cap guarantee not to exceed 3% for each of the last three calendar years of this contract.

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

☒ Well-being      ☒ Prosperity      ☐ Opportunity      ☒ Accountability

**Racial Equity Impact**

No racial equity impact. This contract allows any eligible County employee to contribute earned wages on a pre-tax basis to fund certain medical care, dependent care and transportation expenses. Through pre-tax deductions, participants have the ability to reduce their taxable income while setting aside funds needed for these expenses.

**Community Participation Level and Impact**

The community is informed of this action through county board documentation that is published at <https://ramseycountymn.legistar.com/Calendar.aspx>.

☒ Inform      ☐ Consult      ☐ Involve      ☐ Collaborate      ☐ Empower

**Fiscal Impact**

Sufficient funding is available in the Human Resources 2021 operating budget to cover this program's expense

Historical data of expense payments

2020 - \$54,859 (\$3.75 per participant per month for all 12 months)

2021 - \$18,120 (\$3.75 per participant per month for first four months)

**County Manager Comments**

County Board approval is required for new professional or client services agreements resulting from the

Request for Proposals process.

**Last Previous Action**

None.

**Attachments**

1. Professional services agreement with HealthPartners Administrators, Inc.

## 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 2100, Saint Paul, MN 55101 ("County") and HealthPartners Administrators, Inc., 8170 33rd Avenue South, P.O. Box 1309, Minneapolis, MN 55440, registered as a Corporation in the State of Minnesota ("Contractor").

### 1. Term

#### 1.1.

The original term of this Agreement shall be from May 12, 2021 through December 31, 2023 and may be renewed for up to one (1) additional three year period(s).

The full term of this agreement (including renewals) is 4 year(s), 7 month(s) and 19 day(s).

##### 1.1.1.

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

### 2. Scope of Service

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

#### 2.1.

The Contractor shall provide all personnel, materials, software, and equipment necessary to assist the County in managing the County's Health Care Reimbursement Plan (HCRP) Dependent Care Reimbursement Plan (DCRP) and Transportation Expense Reimbursement Plan (TERP) (hereafter referred to as the "Plan") and shall maintain and administer the County's Plan, in accordance with the following requirements.

**2.1.1. Services:** The Contractor shall provide, at minimum, the following services for the Plan:

A. Assist the County in managing the Plan by managing reimbursements requests from participant accounts and providing day to day oversight of system accessibility and issue resolution.

B. Provide quarterly year to date forfeiture reports for Ramsey County to review for accuracy prior to the Contractor finalizing the forfeiture amount.

C. Review and verify reimbursement claims for eligibility, accuracy and completeness based on applicable laws, the County's Plan provisions.

D. Generate reimbursement checks/direct deposits for participants at least once per week.

E. Generate for each program participant any applicable Plan account summaries prior to the end of the plan year that indicate any funds still available for reimbursement. These account summaries should be provided no later than 30 days prior to the end of the plan year.

- F. Provide an account representative(s) to respond to County questions and requests concerning claims, complaints, laws, rules or regulations.
- G. Provide a toll-free customer service phone line for responding to employee questions.
- H. Provide a reimbursement request process that includes the ability to submit both electronic and paper reimbursement requests.
- I. In conjunction with the County, provide a welcome packet annually to participants, including the Summary Plan Description for the Plan.
- J. Provide a website where participants can obtain all necessary forms, program information, and secure employee account information.
- K. Maintain hard copies or electronic files of all pertinent reimbursement account data.
- L. Create and provide all necessary forms and written program information to supply all County employees enrolled in the Plan.
- M. Provide debit card services for the HCRP and DCRP to include, but not be limited to: 1) set-up of eligible expenses in accordance with Ramsey County's Plan specifications for electronic reimbursement of expenses; 2) provision of debit cards; and 3) any and all other related services necessary for the set-up and administration of HCRP and DCRP debit card services.

#### **2.1.2. Service Requirements:**

- A. All services must be provided in compliance with all current federal, state, and local laws or ordinances and all applicable rules, regulations, and standards as they relate to the maintenance and administration of flexible spending accounts and transportation expense reimbursement account. Contractor must be authorized to provide flexible spending account program administration services in the State of Minnesota and agree to provide financial reports necessary to establish transparency in the administration of Ramsey County plan participant funds.
- B. Contractor shall inform the Benefits Division of the Ramsey County Human Resources Department on an ongoing and timely basis of any changes in laws, ordinances, rules, regulations or standards that may impact the Plan. Contractor must possess a robust data management system and online programs that can provide account enrollment processing, claims processing, employee reimbursement, account maintenance, employee reporting, employer reporting, discrimination testing, and storage of pertinent account data.

#### **2.1.3 Information Security:**

- A. Due to interfaces and/or integrations with County systems and transmission and storage of private county employee data, Contractor will comply with the County's Hosting and/or Cloud Services Security Standards. The Hosting Security Exhibit is attached and made a part of this Agreement as Attachment A.

**2.1.4 Additional Documents and Order of Governance:** County and Contractor shall comply with Attachment B – Flexible Spending Account Administrative Services Agreement (ASA), Exhibit 2 - Summary Plan Description, Exhibit 3 - Payment Schedule,



Exhibit 4 - FSA Funding Arrangement, and Exhibit 5 - Performance Guarantee, which are attached and made a part of this Agreement. **In case of conflict between the Professional Service Agreement (PSA) and any attachment or exhibit, this PSA shall control, with the exception of the Funding Agreement (Exhibit 4) which shall control in relation to Fund Payments.**

**2.2.**

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

**2.3.**

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

**3. Schedule**

The Contractor shall provide services according to a mutually agreed upon timeline.

**4. Cost**

**4.1.**

The County shall pay the Contractor the following unit rates:

Standard FSA (Health/Dependent Care/Transportation Expense): \$2.50/per enrolled per month

Debit Card: no cost

FSA One Time Implementation Fee: \$0

Annual FSA Fee for groups with less than 20 participants: \$400

Nondiscrimination Testing (HRA/FSA) per testing period: \$500

**5. Special Conditions**

**5.1.**

Rates will remain firm through the initial term of the contract. First potential price/rate increase will not be available until the contract's anniversary date in 2023.

Contractors must submit a written request for price/rate adjustments at a minimum 30 days prior to the contract anniversary date and receive written approval from the Ramsey County Procurement Office before any price/rate adjustment becomes effective. Ramsey County may require the Contractor to provide additional backup documentation and justification before approval of their price/rate adjustment request. Rates may not be increased more than once during a twelve-month period.

Rate increases must be made via written amendment to this Agreement.

**5.2.**

During the term of this Agreement, the parties agree to work together to amend this Agreement to accommodate accidental omissions. If Ramsey County discovers unanticipated needs, or desires new service offerings, the parties will work together to determine the services and related fees.

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

### **6.1. Payment**

#### **6.1.1.**

Payment shall be made by County to Contractor as governed by Attachment B - Administrative Services Agreement – and Exhibit 4 – FSA Funding Agreement.

#### **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 as mutually agreed upon by Contractor and the County.

#### **6.2.2.**

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

#### **6.2.3.**

[intentionally omitted]

#### **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.

Payment shall be made by County to Contractor as governed by Attachment B - Administrative Services Agreement – and Exhibit 4 – FSA Funding Agreement.

#### **6.2.5.**

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

#### **6.2.6.**

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

### **6.3. Independent Contractor**

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

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

##### **6.4.1.**

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

##### **6.4.2.**

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

##### **6.4.3.**

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

#### **6.5. Compliance With Legal Requirements**

##### **6.5.1.**

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

##### **6.5.2.**

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

#### **6.6. Data Practices**

##### **6.6.1.**

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

##### **6.6.2.**

The Contractor designates CDHP Supervisor 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. Data that cannot be purged will be communicated to the County. Data will be protected indefinitely as specified under the terms of the agreement.

## **6.7. Security**

### **6.7.1.**

The Contractor will at all times, maintain compliance with Contractor's Information Security Policies which have been provided to the County. Contractor will not modify any Information Security Policies without reasonable prior notice to the County.

Contractors shall report to Ramsey County any privacy or security incident regarding the information of which it becomes aware. "Security Incident" means the service disruption 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.

### **6.7.2.**

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.

### **6.7.3.**

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

### **6.7.4.**

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

## **6.8. HIPAA Compliance**

### **6.8.1.**

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, public law #104-191) and its amendments. The Contractor also agrees to comply with the HIPAA Privacy requirements, the HIPAA

Standards for Electronic Transactions, the HIPAA Security requirements, the HIPAA Enforcement Rule, the HIPAA Breach Notification requirements, and any other applicable HIPAA laws, standards and requirements now or as they become law, including any future guidance issued by the Secretary of Health and Human Services.

**6.8.2.**

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

**6.9. Indemnification**

The Contractor shall indemnify, hold harmless and defend the County, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including reasonable attorney's fees, which the County, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any negligent, grossly negligent or intentionally wrongful 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. The County agrees to notify the Contractor promptly in writing of any actual or threatened action, suit or proceeding to which the County claims such indemnity applies.

**6.10. Contractor's Insurance****6.10.1.**

The Contractor shall purchase or maintain a program of self-insurance and excess coverage such 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.

**6.10.2.**

Throughout the term of this Agreement, the Contractor shall secure the following coverages and comply with all provisions noted.

Commercial general liability of no less than \$500,000 per claim, \$1,500,000 per occurrence, \$2,000,000 general aggregate, \$2,000,000 products/completed operations total limit, \$1,500,000 personal injury and advertising liability.

**6.10.2.1.**

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.

**6.10.2.2.**

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.

**6.10.3.**

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

**6.10.3.1.**

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.

**6.10.3.2.**

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.

**6.10.4.**

Workers' Compensation as required by Minnesota Law. Employer's liability with limits of \$500,000/\$500,000/\$500,000.

**6.10.5.**

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

**6.10.6.**

If the Contractor is driving on behalf of the County as part of the Contractor's services under the Agreement, a minimum of \$1,000,000 combined single limit auto liability, including hired, owned, and non-owned.

**6.10.7.**

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.

**6.10.8.**

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 shall be submitted to the County upon written request.

**6.10.9.**

[intentionally omitted]

**6.10.10.**

The Contractor shall not commence work until it has obtained the required insurance.

**6.10.11.**

[intentionally omitted]

**6.10.12.**

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

**6.10.13.**

A Crime and Fidelity Bond is required if the Contractor is handling money for the County or has fiduciary responsibilities. The required amount will be as set forth in the solicitation document.

**6.11. 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.

**6.12. 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:**

Greg Anderson, 121 7th Place East, Suite 2100 Saint Paul, MN 55101 ;

**Contractor:**

Brian O'Shields, with a copy to HealthPartners Administrators, Inc. General Counsel, 8170 33rd Avenue South, P.O. Box 1309, Minneapolis, MN 55440

**6.13. Non-Conforming Services**

The acceptance by either party of any non-conforming goods/services under the terms of this Agreement or the foregoing by either party of any of the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of either party'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 either party provided or referred to under the terms of this Agreement are cumulative and not mutually exclusive.

**6.14. 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.

#### **6.15. 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.

#### **6.16. 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.

#### **6.17. 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.

#### **6.18. 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.

#### **6.19. Termination**

##### **6.19.1.**

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.

##### **6.19.2.**

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.

**6.19.3.**

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.

**6.19.4.**

Either HPAI or the Plan Sponsor may terminate if the Plan Sponsor's Master Group Contract with HealthPartners Insurance Company or Medical Administrative Services Agreement and/or Dental Administrative Services Agreement is terminated, effective on the effective date of the termination under the Master Group Contract, Medical Administrative Services Agreement and/or Dental Administrative Services Agreement.

**6.20. Interpretation of Agreement; Venue**

**6.20.1.**

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.

**6.20.2.**

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.

**6.21. 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.

**6.22. Infringement**

**6.22.1.**

To the extent applicable, 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.

**6.22.2.**

If, as a result of any claim of infringement of rights, the Contractor or County is enjoined from using, marketing, or supporting any product or service provided under the agreement with the County (or if the Contractor comes to believe such injunction imminent), the Contractor shall either arrange for the County to continue using the software, licenses, materials, reports, documents, data, or documentation at no additional

cost to the County, or propose an equivalent, subject to County approval. The acceptance of a proposed equivalent will be at the County's sole discretion. If no alternative is found acceptable to the County acting in good faith, the Contractor shall remove the software, licenses, materials, reports, documents, data, or documentation and refund any fees and any other costs paid by the County in conjunction with the use thereof.

### **6.23. 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.

### **6.24. Diverse Workforce Inclusion**

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

1. <http://www.JobConnectmn.com/>
2. <http://www.ConstructionHiringConnection.com/>

Job Connect and the Construction Hiring Connection 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 Hiring Connection (CHC) is an online and in-person network dedicated to the construction industry. The Construction Hiring Connection connects contractors and job seekers with employment opportunities, community resources and skills training related to the construction industry. Construction Hiring Connection is a tool for contractors to help meet diversity hiring goals. Over 1000 construction workers, representing all trades, ranging from newly graduated to journey level, are subscribed to the Construction Hiring Connection.

Additional assistance is available through [jobconnectmn@ramseycounty.us](mailto:jobconnectmn@ramseycounty.us) or call 651-266-6042.

### **6.25. 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.

### **6.26. 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.

## Attachment A

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

1. **Virtual Infrastructure/Cloud Services.** In addition to the Contractor responsibilities listed in the Agreement by and between the Parties, Contractor acknowledges and agrees to assume the following additional responsibilities:
  - 1.1. **Connectivity.** Contractor will provide the connectivity as described in in the Agreement.
  - 1.2. **Load Balancing.** Contractor will load balance the County applications to meet the needs of the County’s operations, as may be further described in the County’s system architecture specifications, or as mutually agreed to by the Parties.
  - 1.3. **Security.** Contractor will implement reasonable and appropriate systems and procedures sufficient to ensure the security and confidentiality of the County Data, as further specified herein. County Data is defined as the data described in the Data Practices section of this Professional Services Agreement.
  - 1.4. **SOC 3.** Contractor will provide the Services utilizing a SOC 2 compliant data center located in the continental United States. Contractor will perform periodic audits (SOC 2 or other industry equivalent standard mutually agreed to by the Parties) of Contractor’s security controls (i.e., physical and logical security, network configuration, change/problem and vulnerability management and recovery services), and make available to the County a copy of such SOC 2 report and, upon the County’s request, written reports regarding such audits. In the event of any qualified statements in such reports that materially impact the County, the County may immediately terminate the Agreement for material breach without further period to cure.
  - 1.5. **Back-up Services.** Recovery data must be encrypted and kept within the continental United States. Contractor will ensure that the appropriate disaster recovery planning, testing and backup data storage enables services to be available within defined recovery time objectives. Restoration will be performed within the interval of two to four hours depending on the urgency of the request; and the agreed upon location of the desired back-up media; and if the location is expected to be down for more than 24 hours, Contractor will immediately transfer appropriate back-up data and re-establish all hosting operations in an appropriately functioning secondary server or location.
  - 1.6. **Anti-Virus Software.** Contractor will install and maintain industry standard anti-virus and anti-spyware software for all physical and virtual servers used to provide the Services.
  - 1.7. **Fix Errors.** Contractor will use Contractor’s best efforts to promptly remedy any failure of the Services.
2. **Monitoring Services.** Contractor will provide the following additional Services with respect to system monitoring:
  - 2.1. **Access.** Contractor will provide access to Contractor’s client portal as well as the processes and services

**2.2. Monitoring and Detection.** [intentionally omitted]

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

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

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

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

**2.4. Notification.** Contractor will notify the County of disruption in any Services

**2.5. Fix Issues.** Contractor will promptly apply a fix to any disruption in the Services. The County may communicate with Contractor’s Account Manager.

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

**3. Technical Support Response and Resolution Times.** Contractor shall provide reasonable notice to County prior to any planned system outages. When County experiences a new incident, Contractor shall label it with a severity level. Issues shall be processed according to severity and then in the order that the incident was reported as described below:

- **Critical –** System is non-operational. Contractor’s technical support will respond to the County within fifteen (15) minutes of notice and resolution will be within two (2) hours of notice.
- **High –** Major function of System is unavailable. No workaround is available. Contractor’s technical support will respond to the County within four (4) business hours of notice and resolution will be within one (1) business day of notice.
- **Medium –** System functionality is impeded. A workaround is available. Contractor’s technical support will respond to the County within one (1) business day of notice and resolution will be as mutually agreed by the Contractor and the County.

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

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

- 4.2. **Installation Services.** Contractor will install Patches at a time appropriate to their risk level, which may include considering the following factors: any possible disruption to the Services, and the urgency of the need to install the Patch.
- 4.3. **Notification.** [intentionally omitted]
- 4.4. **Definition of Patch.** For the purposes of this Hosting Security Exhibit, the term “Patch” means platform and applications software security and anti-virus updates and other software fixes and updates issued by and recommended for installation by software vendors for Software used in one or more Services.
5. **Security Standards.** Contractor shall comply with all security measures and policies as outlined in the Agreement as well as Contractor’s data privacy, security policies, client guide and/or Information Security Policy, and security procedures that apply to county data, which have been provided to the County and are herewith included herein by reference. The Contractor shall not modify data privacy and security policies which would result in degradation of any data or security policies without prior notice to the County. In the event Contractor materially degrades the information security standard during any Policy change, such degradation shall constitute a material breach by Contractor under the Agreement Contractor will comply with applicable U.S. laws and regulations concerning information security, the US-EU Privacy Shield Framework as established by the United States Department of Commerce and conduct SSAE 16 audits (or SOC 2) at least annually, or in the event it is superseded, the resultant SSAE 16 equivalent.
6. **Security Program.** Contractor agrees and represents that it currently maintains information protection practices and procedures (“Security Program”) that complies with industry best practice and applicable privacy laws. Contractor’s Security Program includes, at a minimum:
- 5.1. Appropriate administrative, technical, and physical safeguards and other security measures designed to ensure the security and confidentiality of County Data;
  - 5.2. A security design intended to prevent any compromise of Contractor’s own information systems, computer networks or data files by unauthorized users, viruses, or malicious computer programs which could in turn be propagated to County;
  - 5.3. Appropriate internal practices including, but not limited to, encryption of data in transit or at rest; using appropriate firewall and antivirus software; maintaining these countermeasures, operation systems and other applications with up-to-date virus definitions and security patches so as to avoid any adverse impact to County’s systems or information; appropriate logging and alerts to monitor access controls and assure data integrity and confidentiality; installing and operating security mechanisms in the manner intended sufficient to ensure County government operations must not be disrupted; permitting only authorized users access to systems and applications; and preventing unauthorized access to County systems via the Contractor’s networks and access codes; and
  - 5.4. All persons with authorized access to County Data must have a documented genuine need-to-know prior to access;

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

7. **Audit.** County may conduct a security review of Contractor's Security Program at most annually as scheduled by the County. Contractor will provide County copies of its data privacy and security policies and procedures that apply to County Data. Subject to reasonable notice, Contractor shall provide County an opportunity to conduct a privacy and security audit of Contractor's Security Program and systems and procedures that are applicable to the Services provided by Contractor to County. Such audit may be conducted on-site by County personnel or County's contracted third-party assessors or through surveys and interviews, at the option of County. In the event that Contractor has any security audits or review of its own systems performed by Contractor or a third party, including vulnerability and penetration assessments, it will give County notice of any current findings that are likely to adversely impact County Data. If any audit reveals vulnerabilities to County Data, Contractor shall correct such vulnerability at its sole cost and expense and shall certify the same in writing to County. Contractor shall use best efforts to correct all vulnerabilities and provide County a report explaining corrective actions immediately but no later than within thirty (30) days of completion of the audit, unless County agrees in writing otherwise. Contractor's failure to procure audits or to complete corrections in a timely manner will be a material breach of the Agreement.
8. **Mobility and Transfer of Data.** No Confidential Information or County Data shall be stored, transported, or kept on a laptop or any other mobile device or storage media, including USB, "thumb drives," DVDs, CDs, unless encrypted using an encryption methodology approved by County. All electronic data transfers of County Data must be via secure FTP or other County approved protocol and/or in approved encrypted form.
9. **Security Certification.** Contractor must maintain a level of security certification or assessment consistent with best practices and by a qualified third party reasonably acceptable to County. Such certifications shall be provided to County as reasonably requested by County.
10. **Segmentation.** Contractor warrants that all County Data is maintained so as to preserve segmentation of County Data from data of others.
11. **Controls.** The County agrees that Contractor is solely responsible for all testing and auditing, including port scanning and penetration testing, of Contractor security controls. Contractor shall provide results of such testing as requested by the County.

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

12. **Security Policies.** Contractor's security policies must accommodate the following elements:

- Acceptable Use
- Access Control
- Business Continuity
- Data Destruction and Retention
- Data Security
- Disaster Recovery
- Email Use
- Encryption Requirements
- Exception Request
- Incident Management
- Internet Security
- Mobile Device
- Network Security
- Password Policy
- Patch Management
- Personnel Security and Termination
- Physical Security
- Privacy Policy
- Hardening and Configuration
- Logging and monitoring Policy
- Third Party Security

13. **Hosting Security Standards.** The hosting security standards for the Contractor or Contractor's Agent's data center(s) (the "Data Center") include:

- Physical Security

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

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

Physical access mechanisms (including: access cards, biometric devices, man-traps and portals) have been implemented and are administered by local operations staff to help ensure that only authorized individuals have the ability to access the Data Center. All security systems have dedicated 24x7 UPS systems and standby emergency power support.

The Data Center incorporates video cameras, motion sensors, fire sensors, locked doors with controlled access, manned reception area, visitor log, and glass break sensors in the Data Center. There are no external windows in the Data Center. Video cameras are used in the front entrances, emergency exits, secure areas, main lobby, elevators, general employee areas, within the Data Center and monitoring the grounds and parking lots around the Data Center. Security monitoring is recorded to digital files with a 90-day retention. The Data Center utilizes on-site and remote monitoring centers and both are manned 24x7.

All visitors must sign in and be escorted at all times. Visitors must be approved by Contractor's personnel prior to arriving at the Data Center.

All persons requesting access into the Data Center must be positively identified. Visitors must be approved by Contractor's personnel prior to arriving at the Data Center. Network Security

1. Every connection to an external network is terminated at a firewall.
2. Network devices are configured to prevent communications from unapproved networks.
3. Network devices deny all access by default.
4. Security patches are regularly reviewed and applied to network devices.
5. Contractor follows a strict change management process which incorporates Change Advisory Board review and approvals.
6. Communication through a network device is controlled at both the port and IP address level.
7. There is a documented standard for the ports allowed through the network devices.



8. Contractor prevents unauthorized devices from physically connecting to the internal network.
9. There is an approval process to allow the implementation of extranet connections.
10. There are regular scans for rogue wireless access points.
11. Contractor manages a SIEM (Security Information and Event Management) tool to review any potential security, infrastructure and vulnerabilities.
12. Network intrusion detection is monitored and has 24X7 incident response. The Data Center is compliant with SOC-1 and SOC-2.

14. **Backup.** Contractor uses daily on-site backups as well as mirrored systems that enables minimal recovery point objective.

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

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

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

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

16.2 “Transition Services Period” means a period of six (6) months, or as otherwise described in the Agreement, Service Order or SOW, for the orderly transition of Services and transfer of any County Data to County or another service provider, beginning upon the expiration of the Agreement, Service Order, SOW, or other termination of Services.

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

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

**17. Data Retention.** Contractor may continue to keep or maintain any County Data obtained in the course of performance of the Services so long as the Agreement and the relevant Service Order or SOW remains in effect and such use shall not extend beyond the termination of the Agreement or the relevant Service Order or SOW except with respect to providing Transition Services, provided that Contractor will provide a copy of the County Data upon termination or expiration of the Agreement in accordance with Section 16 or at any time requested by County.

**18. Warranties.**

18.1 Contractor warrants that the Services and Deliverables will not contain, and Contractor, its employees or Contractor’s Agents will not introduce through data transmission or any other means, any virus, ransomware, malware, spyware, bomb, worm, trap door, back door, Trojan horse, malicious logic, drop dead device, software

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

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

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

**ATTACHMENT B**  
**FLEXIBLE SPENDING ACCOUNT**  
**ADMINISTRATIVE SERVICES AGREEMENT**

**WHEREAS**, this Administrative Services Agreement is made by and between HealthPartners Administrators, Inc. (“HPAI”) and Ramsey County (“the Plan Sponsor”) Group Number 12900, effective April 1, 2021.

**WHEREAS**, the Plan Sponsor has established a Health Care Flexible Spending Account and/or Dependent Care Assistance Program (collectively referred to as the “Plan”); and

**WHEREAS**, HPAI agrees to provide the Plan Sponsor administrative services in connection with the Plan.

**NOW THEREFORE**, the Plan Sponsor and HPAI agree as follows:

**I. DEFINITIONS**

For the purpose of this Agreement, defined terms are capitalized. The following definitions apply to this Agreement:

- A. Administrative Services** means those services to be performed by HPAI as set forth in this Agreement.
- B. Agreement** means the Professional Services Agreement (PSA), this Administrative Services Agreement (ASA), all exhibits, amendments or other attachments incorporated herein and any future amendments.
- C. COBRA** means the Consolidated Omnibus Budget Reconciliation Act of 1985 and its implementing regulations, as amended from time to time.
- D. Confidential Data** means any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed programs, products and services of HPAI, and includes, without limitation, its information concerning research, experimental work, development, design details and specifications, engineering, financial data, procurement requirements, existing or proposed contracts with third parties, reports, data, business plans and/or forecasts, sales and merchandising, and marketing plans including information concerning the existence and scope of activities of any research, development, marketing or other projects of the parties, which are furnished, disclosed, learned or otherwise acquired by the Plan Sponsor during or in the course of discussions or otherwise pursuant to any undertaking by and between HPAI and the Plan Sponsor. Confidential Data shall also include information embodying or developed by use or testing of Confidential Data. In addition, HPAI’s Confidential Data also includes data elements (regardless of the form or medium) that may directly or indirectly lead to fee schedule information and procedures or protocols for the identification of, intervention with or the treatment of Covered Persons for the purpose of managing care, as well as fee schedule information itself and the actual procedures or protocols for the identification of, intervention with or the treatment of Covered Persons for the purpose of managing care; this shall include early identification of catastrophic claimants, disease management, care management, chronic disease management, and pharmacy care management, as well as any information in which HPAI has intellectual property rights or otherwise considers proprietary or trade secret. The parties acknowledge that as a Minnesota government entity the Plan Sponsor, and therefore this Agreement, are subject to the terms and conditions of the Minnesota Government Data

Practices Act, Ch. 13 (MGDPA), and any assertions regarding the nature of data and its use included in this document are ultimately subject to the provisions of the MGDPA.

- E. Eligible Person** means an employee of the Plan Sponsor who is eligible and enrolled in the Plan pursuant to the terms and conditions of the Plan as described in the Summary Plan Description (defined below).
- F. Eligible Expense(s)** means a specific service or item, which is reimbursable by the Plan, as specifically described in the Summary Plan Description and applicable law.
- G. Flexible Spending Account (Plan)** means the Health Care Flexible Spending Account and/or Dependent Care Assistance Program Account as defined in the SPD.
- H. HIPAA** means the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as amended from time to time.
- I. Internal Revenue Code** means the Internal Revenue Code of 1986 and its implementing regulations, as amended from time to time.
- J. Named Fiduciary and Plan Administrator** have the respective meanings ascribed to such terms by applicable laws or regulations. For purposes of this Agreement, the Named Fiduciary and Plan Administrator is the Plan Sponsor. The Plan Sponsor has final discretionary authority regarding coverage of claims under the Plan. HPAI is not a fiduciary with respect to the Plan.
- K. Payment Schedule** means the schedule of payments set forth on Exhibit 3 of this Agreement.
- L. Related Organizations** means Group Health, Inc., HealthPartners, Inc., HealthPartners Institute and HealthPartners Insurance Company and their successors or assigns.
- M. Summary Plan Description**– The current Summary Plan Description and any amendments to the Summary Plan Description (“SPD”) means the written document(s), which describe the Plan. The SPD is attached as Exhibit 2 and made a part of this Agreement.

## **II. DUTIES OF HPAI AND THE PLAN SPONSOR**

- A. Claim Administration.** HPAI will process claims on behalf of the Plan Sponsor for Eligible Expenses in accordance with applicable law, the terms of the SPD and/or the instructions of the Plan Sponsor, and this Agreement. Claims are paid based on the amount initially submitted. If the amount of the original claim later changes, it is the responsibility of the Covered Person to notify HealthPartners of such adjustment so that the proper payment to the Covered Person can be made. It is agreed and understood that HPAI does not have discretionary authority with respect to management of the Plan or the assets of the Plan. Rather, HPAI’s duties under this Agreement are limited to ministerial claims processing functions.
- B. Account Services.** HPAI will assist Eligible Persons with the use of the Plan, and answer routine questions from Eligible Persons concerning eligibility, enrollment, participation, claim status, complaint resolution and other related functions on an ongoing basis.
- C. Reports.** HPAI will provide the Plan Sponsor with a weekly funding request report (if applicable) and HPAI’s standard utilization reports. HPAI will provide Plan Sponsor with reports and/or other information based on data it maintains or reasonable assistance Plan Sponsor may need to prepare and file financial and other reports required of Plan Sponsor regarding the Plan by any federal, state or other agency or authority. Requests for customized

Plan reports will be evaluated by HPAI and the report(s) may be provided by HPAI at an additional cost to the Plan Sponsor, provided that, if deemed necessary by HPAI, the Plan Sponsor and/or any third party receiving such reports agree to execute HPAI's Confidentiality Agreement prior to the date of release.

- D. Compliance with Law.** HPAI will comply in all material respects with all laws and regulations applicable to HPAI's responsibilities under this Agreement.

The Plan Sponsor warrants and represents that it is solely responsible (except as specifically provided for in this Agreement), to ensure that it complies in all material respects with all applicable laws and regulations, including but not limited to the Internal Revenue Code, HIPAA and COBRA as may be amended from time to time. The Plan Sponsor is solely responsible for any governmental or regulatory charges, including but not limited to any taxes or tax liability and other charges resulting from the Plan Sponsor's establishment of the Plan. In addition, the Plan Sponsor is solely responsible for determining whether it is a Covered Entity under Section 1557 (non-discrimination provisions) of the Affordable Care Act and communicating the status to HPAI.

HPAI may, in its sole discretion refuse to honor any request of the Plan Sponsor that HPAI reasonably determines may result in the violation of law or regulation.

- E. Establishment of the FSA.** The Plan Sponsor is solely responsible for establishing, maintaining, operating, amending and administering the Plan, except as expressly delegated to HPAI under this Agreement.
- F. Coverage Determinations and Appeal Process for Claims made to the Plan.** The Plan Sponsor hereby delegates to HPAI the ministerial and administrative function of making initial coverage determinations for the Plan. Coverage will be based on applicable law, the terms and conditions of the SPD and/or the instructions of the Plan Sponsor. HPAI will inform Eligible Persons of preliminary adverse determinations as to coverage of claims under the Plan. HPAI will notify any Eligible Person whose request for reimbursement from the Plan is denied of the reasons for the denial and of the Eligible Person's right to have the denial reviewed in accordance with the SPD and/or the instructions of the Plan Sponsor. The Plan Sponsor is responsible for all appeals of denied claims and has final discretionary authority with regard to coverage of a claim under the Plan. The Plan Sponsor is solely responsible for payment of claims and all associated costs and expenses.
- G. Fraud Investigation.** HPAI will use good faith efforts to identify fraudulent claim activity. If international fraudulent claim activity is identified, HPAI will contact the Plan Sponsor and obtain prior consent before incurring costs associated with investigation and recovery. The Plan Sponsor is responsible for all costs associated with HPAI's international fraud investigation.
- H. Eligibility.** The Plan Sponsor is solely responsible for the establishment of all eligibility standards, and for making all final eligibility determinations for participation in the Plan. HPAI is entitled to rely on the eligibility information submitted by the Plan Sponsor.
- I. Enrollment Information.** The Plan Sponsor must provide HPAI with timely information regarding the enrollment status of each Eligible Person within 30 days after the effective date of coverage under the Plan.
- J. Retroactive Enrollment Changes.** The Plan Sponsor must immediately notify HPAI of any changes in the enrollment or eligibility status of Eligible Persons. HPAI will allow up to a 30 day retroactive termination of an Eligible Person. The Plan Sponsor is solely responsible for all charges incurred for claims that would otherwise qualify as Eligible Expenses during this

30 day timeframe. Upon notification of an Eligible Person's termination, HPAI will use good faith efforts to recover expenses paid out of the Plan. Notification of changes in the enrollment or eligibility status must be in electronic format or in writing, as mutually agreed upon by HPAI and the Plan Sponsor.

- K. Content and Preparation of Documents.** The Plan Sponsor is solely responsible for the content of the written documentation to establish and maintain the Plan. At the direction of the Plan Sponsor, HPAI will prepare the SPD. In the absence of a finalized or current SPD, HPAI will administer the Plan according to the most current version of HPAI's standard SPD (the "draft" SPD). Additionally, if the SPD is not finalized within 60 days of being sent to the Plan Sponsor for review, the draft SPD may be posted for member viewing on healthpartners.com. In the event that the Plan Sponsor subsequently changes the terms of the draft SPD, such changes will be made on a prospective basis only.

If HPAI and the Plan Sponsor agree that the Plan Sponsor is responsible for preparing any of the written documentation used to describe the Plan, HPAI is entitled to review all documents which describe HPAI's duties under this Agreement, prior to such documents' distribution.

If HPAI prepares the SPD on behalf of the Plan Sponsor, upon the Plan Sponsor's request, HPAI will furnish an electronic version of the SPD in an agreed upon format solely for the convenience of the Plan Sponsor. If the Plan Sponsor chooses to distribute the SPD to Covered Persons electronically, the Plan Sponsor represents and warrants that such distribution will comply with 29 CFR Part 2520.104b-1. During the process of preparing the SPD, HPAI will maintain the master copy and the Plan Sponsor is responsible for ensuring that all changes made to any drafts are clearly indicated. After finalization of the SPD, the Plan Sponsor will not materially alter the SPD except upon mutual agreement of the parties. The Plan Sponsor must display the file with any and all disclaimers and introductory text accompanying the SPD. The Plan Sponsor shall be responsible for ensuring the accuracy of the SPD distributed or made available to Eligible Persons and the consistency of the SPD provided to HPAI.

- L. Amendments.** The Plan Sponsor or HPAI may, by mutual written agreement, amend this Agreement. With notice to Plan Sponsor, HPAI may at any time amend this Agreement or any other related documents to the extent necessary to comply with applicable law, regulation, or accreditation standard.

Any material changes to the Plan (which affect HPAI's administration of the Plan) made by the Plan Sponsor, must be made upon renewal, with at least 90 days written notice prior to the effective date of such changes. The Plan Sponsor is solely responsible for the decision to change benefits under the Plan. The Plan Sponsor agrees to consult with HPAI prior to amending the Plan to ensure that HPAI is able to administer any such change. HPAI reserves the right to charge an additional fee for any modification that requires additional services not routinely provided by HPAI. Until such time as an amendment to the SPD or the Agreement is finalized, HPAI's most current version of those documents will be used to administer the Plan.

- M. Designation by the Plan Sponsor.** The Plan Sponsor must not name HPAI as the Plan Administrator, the Plan Sponsor, or a Named Fiduciary in any documents applicable to the Plan and must not hold out to other parties, including Eligible Persons, that HPAI serves in any of the foregoing capacities, and HPAI does not assume any of the administrative duties or responsibilities associated with such designations.

- N. **Continuation of Benefits.** If applicable, upon the occurrence of a “qualifying event”, as defined by the Consolidated Omnibus Budget Reconciliation Act of 1985 (P.L. 99-272), as amended (“COBRA”), the Plan Sponsor shall provide affected Covered Persons with written notice of available continuation coverage as required by and in accordance with COBRA and any applicable regulations or other guidance. Plan Sponsor shall be solely responsible for collecting amounts from Covered Persons who elect to continue benefits under COBRA. Plan Sponsor shall maintain accurate records regarding payments for Covered Persons who elect to continue benefits, including, but not limited to, information regarding qualifying events, terminating events, and other information necessary to administer this continuation of benefits. The obligations to be performed by Plan Sponsor under this section may be performed directly by Plan Sponsor, or wholly or in part through a subsidiary or affiliate of Plan Sponsor, or on behalf of Plan Sponsor by a third party, including but not limited to a COBRA coverage administrator; provided that Plan Sponsor will remain liable to HPAI for satisfaction of the obligations to be performed by Plan Sponsor under this section. HPAI is not responsible for acts or omissions of Plan Sponsor or its designee and shall be held harmless for any failure by Plan Sponsor to fulfill its obligations, including but not limited to failure to provide proper notice.

### III. PAYMENTS

- A. **Payments for Eligible Expenses.** The Plan Sponsor is solely responsible for payment of all Plan expenses and all Eligible Expenses. . The Plan Sponsor must furnish to each Eligible Person written notice that the Plan Sponsor has sole financial liability for the payment of Eligible Expenses. The Plan Sponsor designates HPAI as the Plan Sponsor's disbursing agent for payment of Eligible Expenses to Eligible Persons under the Plan. HPAI will not delay disbursement of payment for benefits if the Plan Sponsor makes such a request. (Plan Sponsor shall make payments in accordance with the terms of Exhibit 4 attached hereto and made part of this Agreement.
- B. **Funding of Account.** The Plan Sponsor must transfer or otherwise fund a designated account, established by the Plan Sponsor, with the amounts required by HPAI to process claims for the Plan. The Plan Sponsor represents and warrants that all such amounts are not considered plan assets and are paid from the Plan Sponsor's general assets. The payment of Plan obligations must be in accordance with the FSA Funding Agreement that may be amended from time to time and is attached hereto as Exhibit 4 and made a part of this Agreement.
- C. **Health Care Debit Card.** The Plan Sponsor has elected to offer a health care debit card to Eligible Persons for use in the payment of Eligible Expenses. The Plan Sponsor must enter into an agreement with the Debit Card Vendor designated by HPAI, as determined by the Debit Card Vendor. In addition, the Plan Sponsor must execute an authorization for debits or credits as required by the Debit Card Vendor. The Plan Sponsor acknowledges and understands that if a Covered Person fails to provide adequate information to allow HPAI to substantiate their health care debit card claim, HPAI will temporarily suspend the health care debit card until the Covered Person provides the documentation required by HPAI. The Plan Sponsor agrees HPAI is not responsible for the Plan Sponsor's failure to provide funds required by the Debit Card Vendor pursuant to the agreement with the Debit Card Vendor.
- D. **Payment of Administrative Services Fee.** In exchange for Administrative Services rendered hereunder, the Plan Sponsor must pay HPAI the fees as set forth in Exhibit 3. HPAI will transmit an invoice to the Plan Sponsor for Administrative Services Fees monthly and for additional services immediately following performance of such services. Payment of fees is due upon receipt of such invoice. If the Plan Sponsor fails to pay the fee due HPAI within 35 days of the invoice date, HPAI reserves the right to charge a late fee on the portion of the



balance which is considered 36 days past due. The Plan Sponsor will pay such late fee upon receipt of the late fee notification.

#### IV. RECORDS

**A. Maintenance and Access.** HPAI will maintain claim records relating to Eligible Expenses for which reimbursement was requested, enrollment records, and payment records, including all requests for funds and deposits for payment of claims by the Plan Sponsor. The Plan Sponsor will maintain adequate records relating to the terms and operation of the Plan, including the identification of Eligible Persons, payments to HPAI and payments for Eligible Expenses. HPAI and the Plan Sponsor will maintain such records for the duration of this Agreement and for 6 years thereafter. HPAI and the Plan Sponsor will be entitled to have access to the records relating to the Plan maintained by the other party during normal business hours and upon reasonable notice and request and subject to applicable laws. HPAI and the Plan Sponsor agree to maintain the confidentiality of any information relating to Eligible Persons and the Plan in accordance with applicable laws.

**B. Record Use and Disclosure.** HPAI and the Plan Sponsor agree that individually identifiable information relating to Covered Persons which HPAI obtains as a result of performing Administrative Services may, unless such use is precluded by HIPAA, the MGDPA or other applicable law, be used or disclosed by HPAI or a Related Organization for: employer reporting, disease management, treatment, care management, underwriting, claim defense, as required by applicable law or regulation, and as necessary for proper administration and operations of the Plan and HPAI. . The Plan Sponsor agrees that any records it receives from HPAI or from providers will be treated according to applicable law, will be used or disclosed only for the limited purposes necessary for proper administration of the Plan, and will not be provided to the Plan Sponsor's employees and/or agents who make personnel and other employment decisions.

The Plan Sponsor further authorizes HPAI, pursuant to applicable laws and regulations, to release individually identifiable information for treatment and/or plan administration purposes of an electronic prescription drug program, or to a Health Information Exchange for purposes of a record locator service (as defined by Minn. Stat. 144.291), or to other similar health information exchange organizations for the purposes otherwise permitted under this Agreement.

**C. Confidential Data.** HPAI and the Plan Sponsor agree to each take all necessary steps to provide the maximum protection to the other party's Confidential Data. Contractor shall comply with the security requirements of the Professional Services Agreement and Attachment A. Such information will not be disclosed to third parties without the express written consent of the other party unless required by law, including but not limited to the MGDPA, or court order.

**D. Transfer of Records.** To the extent reasonably possible, upon termination of this Agreement, HPAI will transfer to the Plan Sponsor those records necessary for a smooth transition of its obligations under the Plan. After providing notice of specific documents being retained and receiving written consent from the Plan Sponsor, HPAI may retain copies of information reasonably necessary for its operations and legitimate business purposes.

**E. Trademarks and Symbols.** The Plan Sponsor and HPAI reserve the right to control the use of their respective names and any of their respective symbols, trademarks, service marks, and domain names, presently existing or subsequently established. The Plan Sponsor and HPAI agree not to use words, symbols, trademarks, service marks, domain names, and other devices including the corporate name or product names of the other party in advertising, promotional material or otherwise without the prior written consent of the other. HPAI and the Plan

Sponsor will cease any previously approved use immediately upon termination of this Agreement.

## **V. TERM AND TERMINATION**

**A. Term.** The term of this Agreement is described in Section 1.1 of the Professional Services Agreement. Except as otherwise agreed in writing, HPAI has no obligations to provide any services under this Agreement relating to:

1. A claim for Eligible Expenses incurred before commencement of this Agreement;
2. A claim for Eligible Expenses received by HPAI following a failure by the Plan Sponsor to deposit or transfer all funds as required under this Agreement; or
3. A claim for Eligible Expenses received by HPAI after the effective date of termination of this Agreement.

### **B. Post-Termination Obligations.**

1. **Continuation of Administrative Services.** HPAI and the Plan Sponsor agree that in the event of termination of this Agreement HPAI will provide certain Administrative Services until the claim filing deadline shown in the SPD, solely for the purpose of payment of claims incurred before the effective date of termination of this Agreement.
2. **Compensation.** In consideration of HPAI's Continuation of Administrative Services, the Plan Sponsor must pay 2 months of the then-current Administrative Services Fee (as set forth in Exhibit 3 of this Agreement), payable within 35 days of receipt of invoice. At HPAI's option, the membership used to calculate the fee will either consist of the enrollment numbers from the last month of coverage (taking into account retroactivity) or an average of the last 6 months of enrollment.
3. **Transfer of Administration.** Upon termination of this Agreement, HPAI and the Plan Sponsor agree to cooperate to the extent possible to facilitate an orderly transfer of administration of the Plan.
4. **Expiration.** In no event will HPAI have any obligation to provide Administrative Services beyond 3 months from the date of termination of this Agreement.

## **VI. PARKING AND/OR TRANSPORTATION ACCOUNT SERVICES.**

HPAI will administer the Plan Sponsor's Parking and Transportation Account as mutually agreed by the Parties. In exchange for such administrative services, Plan Sponsor must pay HPAI the fees set forth in Exhibit 3.

## VII. MISCELLANEOUS

- A. **Reliance on Communications.** In all matters pertaining to performance under this Agreement, the parties when acting in good faith, may rely upon any notice, resolution, instruction, direction, order, certificate, opinion, letter, e-mail or other document reasonably believed by the parties to be genuine and authorized by the other party.
- B. **Non-Assumption of Liabilities.** Unless specifically provided in this Agreement, HPAI and the Plan Sponsor do not assume each other's existing or future obligations, liabilities or debts.
- C. **Third Party Beneficiaries.** The obligations of HPAI and the Plan Sponsor to this Agreement inures solely to the benefit of the other party. Except as expressly provided in this Agreement, no person or entity is intended to be or will be construed or deemed to be a third party beneficiary of this Agreement.
- D. **Heading and Captions.** The headings and captions used throughout this Agreement are inserted for convenience only and do not constitute a part of this Agreement.
- E. **Survival.** HPAI's and the Plan Sponsor's respective rights and obligations set forth in "Audit Rights", "Records", and "Survival" survives the termination of this Agreement.
- F. **Resolution of Disputes.**
  - 1. Because damages for breach of this Agreement may be difficult to ascertain and because breach of this Agreement may result in irreparable injury to the Plan Sponsor or HPAI for which money damages may not adequately compensate the Plan Sponsor or HPAI, both parties shall be entitled to seek and obtain injunctive relief in any Minnesota state or federal court of competent jurisdiction to prevent any breach of this Agreement or any other continuing breach of this Agreement by the Plan Sponsor or HPAI, as well as any other relief available to it in law or equity.
  - 2. Except as provided in paragraph 1. above, in any dispute arising between the parties concerning this Agreement, the party claiming that a dispute exists shall notify the other party in writing of the existence of the claimed dispute and the notifying party's desire to try informally to resolve the dispute. Following such notice, the parties shall meet and confer in good faith in order to negotiate a resolution to the claimed dispute.

Exhibit 1  
**Business Associate Agreement**

This Business Associate Agreement (“BA Agreement”) is referenced by and incorporated within Agreement # HR0183 (the “Service Agreement”) between Ramsey County, Minnesota, a political subdivision of the State of Minnesota, on behalf of the Health Care Flexible Spending Account (HCFSA) Dependent Care Assistance Program (DCAP), and Parking and Transportation Account (PTA) (hereafter referred to as the “Plan” or “Covered Entity”), 7th Place East, Suite 2100, Saint Paul, MN 55101, and HealthPartners Administrators, Inc. 8170 33<sup>rd</sup> Avenue South, P.O. Box 1309, Minneapolis, MN 55440 (“Business Associate”) (each a “Party” and collectively the “Parties”).

**Recitals**

- A. The Service Agreement identifies services between the Parties that require execution of a Business Associate Agreement as defined by the Health Insurance Portability and Accountability Act of 1996 as amended (“HIPAA”) and the Privacy, Security, Breach Notification, Electronic Transactions, and Enforcement Rules at 45 C.F.R. Parts 160, 162, and 164 (HIPAA Rules).
- B. The Service Agreement describes the services Business Associate will provide to Covered Entity;
- C. In accordance with HIPAA Rules, which require Covered Entity to have a written contract or memorandum of understanding with its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, execute this BA Agreement.

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

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

2. **Representations, Acknowledgements, & Satisfactory Assurances of Business Associate.** Business Associate hereby represents and acknowledges: i) it has legal status as a Business Associate under HIPAA Rules as a direct result of its relationship with Covered Entity under the Service Agreement; ii) it has read and fully understands the extensive legal requirements of Business Associates under HIPAA Rules; iii) it has sufficient technical, legal, and monetary resources and know-how to comply with all Business Associate regulatory and contractual requirements for the full term of the Service Agreement, including any renewals or amendments it may execute; and iv) that the consideration identified in the Service Agreement is, in part, in exchange for obligations under this BA Agreement, which may be referenced or incorporated into the Service Agreement. Business Associate offers and Covered Entity accepts these representations and acknowledgments, along with other promises in this BA Agreement, as satisfactory assurances that Business Associate will appropriately safeguard PHI, including electronic PHI.
3. **Obligations of Business Associate.** Business Associate agrees and promises in good faith to do all of the following:
- (a) Comply with all Business Associate obligations and requirements under HIPAA Rules and, if uncertainty exists as to how to achieve compliance, request direction from Covered Entity.
  - (b) Comply with other requirements under HIPAA Rules that may apply to the Covered Entity, such as when Business Associate carries out one or more of the Covered Entity's obligations under HIPAA Rules.
  - (c) Use and disclose PHI only: (i) when required by law; ii) as set forth in this BA Agreement; or (iii) as set forth in the Service Agreement or, if the Service Agreement is ambiguous or incomplete, then only as permitted or required by the Covered Entity's Notice of Privacy Practices that was in effect when the information was collected from the individual.
  - (d) MINIMUM NECESSARY. Limit its use, disclosure, and requests for use or disclosure to the minimum amount necessary to accomplish the intended purpose in accordance with the requirements of the HIPAA Rules.
  - (e) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
  - (f) Report in writing to Covered Entity any Security Incident involving Covered Entity's Electronic PHI, of which Business Associate becomes aware. Business Associate will provide any and all information reasonably requested by Covered Entity with regard to any Security Incident. This section applies in addition to, and whether or not there is a Breach as provided in paragraph (g). An attempt by a third party to probe or test the vulnerability of Business Associate's information system or to interfere with that system that does not result in penetration of the firewall or perimeter security measures of Business Associate's system is not considered a "Security Incident" for purposes of

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Business Associate's reporting obligations under this BA Agreement.

- (g) Report in writing to Covered entity any Use or Disclosure of PHI not permitted or required by this BAA. Business Associate must provide written notice to the Covered Entity of any Breach of Unsecured PHI caused by Business Associate or Subcontractor ("BA Breach"), within 30 days of Business Associate's discovery of the BA Breach, or earlier if required by law. With respect to a BA Breach, Covered Entity delegates the responsibility to Business Associate, and Business Associate accepts that delegation, for Business Associate to investigate and provide notifications to Individuals, the media, and the U.S. Department of Health and Human Services in the manner and to the extent required by 45 C.F.R. Parts 160 and 164, subparts A,D, and E. This delegation does not relieve Covered Entity of its legal obligations. Business Associate will bear the reasonable costs of providing the above-referenced notifications. Each party agrees to cooperate with the other party's investigation of a Breach of Unsecured PHI, and each party bears the cost of its own investigation.
- (h) The parties acknowledge that the definition of Breach as set forth in the HIPAA Rules at 45 C.F.R. Part 164.402 excludes the following circumstances and therefore Breach notice requirements do not apply:
  - (1) Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or a Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
  - (2) Any inadvertent disclosure by a person who is authorized to access PHI at a covered entity or business associate to another person authorized to access PHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under 45 C.F.R. Part 164, Subpart E.
  - (3) A disclosure of PHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- (i) In accordance with 45 C.F.R. § 164.524, provide access to PHI in a Designated Record Set to an Individual at the request of Covered Entity and in the time and manner designated by Covered Entity. Business Associate will also provide PHI in a Designated Record Set to an Individual on Covered Entity's behalf if Business Associate receives a request from an Individual.
- (j) In accordance with 45 C.F.R. § 164.526, make amendments to PHI in a Designated Record Set as directed by the Covered Entity or take other measures as necessary to satisfy Covered Entity's obligations regarding amendments.
- (k) Make its internal practices, books and records, including policies, procedures and PHI, relating to the use and disclosure of PHI received from, or created or

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received by Business Associate on behalf of Covered Entity available to the Covered Entity or to the Secretary or the Secretary's designee, in a time and manner designated by the requestor, for purposes of audit or determining Covered Entity's compliance with HIPAA Rules.

- (l) In accordance with 45 C.F.R. § 164.528, document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI. Provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information required to provide an individual with an accounting of disclosures of PHI.
- (m) Implement written policies and procedures, conduct periodic security risk assessments and evaluations, and train employees who have access to PHI about the standards, obligations, policies and procedures required by HIPAA Rules.
- (n) Enter into a written agreement with each agent and subcontractor who has access to the PHI created, received, maintained, or transmitted by Business Associate in relation to Covered Entity and include in such agreement the same or parallel restrictions, requirements, and conditions that apply through this BA Agreement to Business Associate, including provisions with respect to reasonable and appropriate safeguards to protect electronic PHI.

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

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

5. **Mutual Indemnification.** Each party (referred to as "Responsible Party" when an indemnification claim is being made against it), through a program of insurance or otherwise, will indemnify, defend, and hold harmless the other party (referred to as "Claiming Party" when claiming indemnification) and any related entity from and against all third-party claims caused by (a) any act or omission of Responsible Party, its directors, officers, employees, or agents under this BA Agreement, or (b) any breach or default of Responsible Party under this BA Agreement. For purposes of this section, third-party claims include, but are not limited to, fines, settlements, judgments, interest, awards, actions, loss, damages, expenses, and reasonable attorney's fees.

6. **Term and Termination.**

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- (a) Term. The Term of this BA Agreement shall be effective as of the Effective Date listed below, and shall continue until terminated as provided herein.
- (b) Termination upon Termination of the Underlying Relationship. This BA Agreement will terminate upon the termination of the Business Associate's relationship with Covered Entity under the Service Agreement.
- (c) Termination for Cause. Upon learning of a violation by Business Associate of a material term of this BA Agreement, Covered Entity shall provide Business Associate with notice to cure or end the violation by a specified time, which may be different for each type of violation, but the default for which shall be two (2) business days. The Covered Entity will have the right to terminate this BA Agreement and the Service Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or the Covered Entity may immediately terminate this BA Agreement and the Service Agreement if the Business Associate has breached a material term of this BA Agreement and cure is not possible or is not in the best interest of Covered Entity, based on Covered Entity's sole determination.
- (d) Upon Termination.
  - (1) Except as provided in paragraph (2) of this section, upon termination of this BA Agreement for any reason, Business Associate shall immediately return or destroy, according to Covered Entity's instructions, all PHI that it created, received, maintained, or transmitted on behalf of or to or for Covered Entity to the extent that Business Associate still maintains such PHI in any form. Business Associate shall take the same action for all such PHI that may be in the possession of its subcontractors and agents. Business Associate and its subcontractors and agents shall not retain copies of any such PHI.
  - (2) In the event that Business Associate knowingly cannot or does not return or destroy PHI as described in paragraph (1) of this section, it shall notify Covered Entity of the specific circumstances and continue to extend the protections of this BA Agreement to such PHI and take all measures possible to limit further uses and disclosures of such PHI for so long as Business Associate or its subcontractors or agents maintain such PHI. The Parties intend that the provisions of this section 6(d)(2) survive termination of this BA Agreement.

7. **Mutual Representations and Warranties of the Parties.** Each Party represents and warrants to the other Party that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized, it has the full power to enter into this BA Agreement and to perform its obligations, and that the performance by it of its obligations under this BA Agreement have been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws; and that neither the execution of this BA Agreement, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party.

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8. **Governing Law.** This BA Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflicts of laws principles thereof.

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

if to Covered Entity, addressed to:

Greg Anderson  
Human Resources Manager  
121 7<sup>th</sup> Place East, Suite 2100  
Saint Paul, MN 55101

OR

Sam Howell  
Human Resources Supervisor  
121 7<sup>th</sup> Place East, Suite 2100  
Saint Paul, MN 55101

if to Business Associate, addressed to:

Elizabeth Tobias  
Senior Account Manager  
8170 33rd Avenue South, P.O. Box 1309,  
Minneapolis, MN 55440

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

10. **Amendment and Modification.** No part of this BA Agreement may be amended, modified, supplemented in any manner whatsoever except by a written document signed by the Parties' authorized representatives. The Parties agree to take action to amend this BA Agreement from time to time as necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule and the Health Insurance Portability and Accountability Act of 1996.

11. **Headings.** The headings used in this BA Agreement have been inserted for

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convenience of reference only and do not define or limit the provisions hereof.

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

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



## Exhibit 2 - Summary Plan Description

Ramsey County  
Empower Flexible Spending Account Plan

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This booklet is a “Summary Plan Description” (SPD). Please read this booklet carefully so you will understand the benefits of your Plan.

It describes the benefits of the Ramsey County:

- Health Care Flexible Spending Account,
- Dependent Care Assistance Program,
- Parking and/or Transit Account.

Moving forward, these plans will be collectively referred to as the “Plan”. The Plan is only available to covered employees and their dependents. The Plan allows covered employees to set money aside to pay for eligible medical, dental and vision expenses, dependent care expenses and parking expenses and/or transit expenses on a pre-tax basis. Each covered person's rights under the Plan are legally enforceable. You may not, in any way, assign or transfer your rights or benefits under the Plan. In addition, you may not, in any way, assign or transfer your right to pursue any causes of action arising under the Plan including, but not limited to, causes of action for denial of benefits under the Plan.

The following documents represent the entire agreement between HealthPartners Administrators, Inc. and the Plan Sponsor in regard to the Plan:

- Summary Plan Description (SPD);
- Administrative Services Agreement (ASA) between the Plan Sponsor and HealthPartners Administrators, Inc.; and
- Any amendments and any other documents referenced in the ASA.

The ASA is available for inspection at your Employer’s office or:

HealthPartners  
8170 33rd Avenue South  
PO Box 1309  
Minneapolis, MN 55440-1309

If laws change regarding any provision in this SPD, that provision will be changed to meet the minimum requirements of the law.

**This booklet is for covered participants entering the Plans on or after April 1, 2021.**



## SPECIFIC INFORMATION ABOUT THE PLAN

**Employer:** Ramsey County

**Name of the Plan:** The Plan shall be known as the Ramsey County Empower Flexible Spending Account Plan.

**Type of Plan:** Health Care Flexible Spending Account  
Dependent Care Assistance Program

**Address of the Plan:** 121 7th Place East  
Suite 2100  
St. Paul, MN 55101-2101  
651-266-2924

**Group Number:** 12900

**Plan Year:** The initial Plan Year will have a nine month term, commencing on April 1, 2021, and expiring on December 31, 2021. After the initial nine month term, the Plan will automatically renew January 1.

**Plan Fiscal Year Ends:** XXXX

**Plan Sponsor:** Ramsey County  
(Is ultimately responsible for the management of the Plan; may employ or contract with persons or firms to perform day-to-day functions such as processing claims and performing other Plan-connected services.)

**Agent for Service of Legal Process:** General Counsel for Ramsey County

**Named Fiduciary:** Ramsey County  
(Has the authority to control and manage the operation and administration of the Plan; has discretionary authority to determine eligibility for benefits or to construe the terms of the Plan.)

**Benefit Payments:** Claims under the Plan are paid from salary reduction taken on a pre-tax basis. Amounts withheld are held with the general assets of the Employer.

**Plan Manager:** HealthPartners Administrators, Inc.  
8170 33rd Avenue South, PO Box 1309  
Minneapolis, MN 55440-1309  
952-883-6000  
(Provides administrative services to the Plan Sponsor in connection with the operation of the Plan, including processing of claims and other such functions as may be delegated to it.)

**Contributions:** You make pre-tax contributions to your Account(s). Any money you contribute to your Account(s) will be withheld in equal amounts from your paychecks.

## ABOUT HEALTHPARTNERS AND YOUR EMPLOYER

**HealthPartners Administrators, Inc. (“HPAI”).** HPAI (“Plan Manager”) is a third party administrator (TPA), which is a related organization of HealthPartners, Inc.

**Employer (“Plan Sponsor”).** Your Employer has established the Plan to provide the benefits described in this SPD for eligible employees and their eligible dependents. The Plan Sponsor has contracted with the Plan Manager to provide administrative services for the Plan. However, this Plan is funded through your payroll deductions and reimbursed from your Employer’s general assets. The Plan Manager does not bear any responsibility for payments.

**Powers of the Plan Sponsor.** The Plan Sponsor shall have all powers and discretion necessary to administer the Plan, including without limitation, powers to: (1) establish and revise the method of accounting for the Plan; (2) establish rules and prescribe any forms required for administration of the Plan; (3) change the Plan; and (4) terminate the Plan.

The Plan Sponsor, by action of an authorized officer or committee, reserves the right to change, end or amend the Plan. The Plan Sponsor’s decision to change the Plan may be due to changes in applicable law or for any other reason. The Plan may be changed to transfer the Plan's liabilities to another Plan or split the Plan into two or more parts.

The Plan Sponsor shall have the power to delegate specific duties and responsibilities. Any delegation by the Plan Sponsor may allow further delegations by such individuals or entities to whom the delegation has been made. Any delegation may be rescinded by the Plan Sponsor at any time. Each person or entity to whom a duty or responsibility has been delegated shall be responsible for only those duties or responsibilities, and shall not be responsible for any act or failure to act of any other individual or entity.

**No Guarantee of Employment.** The adoption and maintenance of the Plan shall not be deemed to be a contract of employment between the Plan Sponsor and any covered employee. Nothing contained herein shall give any covered employee the right to be retained in the employ of the Plan Sponsor or to interfere with the right of the Plan Sponsor to discharge any covered employee, any time, nor shall it give the Plan Sponsor the right to require any covered employee to remain in its employ or to interfere with the covered employee's right to terminate his or her employment at any time.

**HealthPartners Trademarks.** HealthPartners names and logos and all related products and service names, design marks and slogans are the trademarks of HealthPartners or its related companies.

## RIGHTS UPON TERMINATION OR AMENDMENT OF THE PLAN (Applicable only to your Health Care Flexible Spending Account)

For a summary of Plan provisions governing benefits, rights and obligations of participants and beneficiaries under the Plan on termination of the Plan or amendment or elimination of benefit under the Plan, please consult your Employer.

## YOUR FLEXIBLE SPENDING ACCOUNTS

**The Health Care Flexible Spending Account Plan** allows you to set aside part of your salary on a pre-tax basis to help pay for eligible health care expenses each year. Examples of eligible expenses include medical and dental care, as well as vision expenses for you, your spouse and your dependents. As you pay for these expenses, your Health Care FSA will pay you back.

Each year during Annual Enrollment, you can elect to set aside pre-tax dollars between \$52 and \$2,700. This money will be deposited into your Health Care Spending Account for the year. The total amount you decide to set aside is taken out of your paycheck in equal amounts throughout the year.

**The Dependent Care Assistance Program** allows you to set aside part of your salary on a pre-tax basis to help pay for eligible dependent care services each year. It covers eligible day care expenses for your dependent children under age 13. It may also be used for the care of other dependents, if they are considered your dependent for income tax purposes, if such individual is mentally or physically disabled and incapable of self-care.

Each year during Annual Enrollment, you choose to set aside pre-tax dollars between \$26 and \$5,000 (or less, if subject to additional limitations). This money will be deposited into your Dependent Care Assistance Program Account. If your spouse also participates in a dependent care spending account, the tax-free benefit is limited to \$5,000 for both of you combined. If you are married but filing taxes separately, the tax-free benefit is limited to \$2,500. The total amount you decide to set aside is taken out of your paycheck in equal amounts throughout the year.

**The Parking and/or Transit Account** is governed by Internal Revenue Code Section 132. The Parking and Transit Account offers tax-savings opportunities to individuals who use public transit and/or carpool to and from work. Due to IRS requirements, the Parking and/or Transit Account is not part of the above Plans. This is described in this SPD because it operates under similar rules.

Each year, you can deposit up to \$270\* *per month* into your Parking Account and up to \$270\* *per month* into your Transit Account.

\*These limits are set forth in the Internal Revenue Code 132(f) and are adjusted annually.

## ELIGIBILITY, PARTICIPATION AND ENROLLMENT

You do not have to participate in the Plan, it is completely voluntary. You can choose to participate by setting aside part of your salary on a pre-tax basis into these accounts. Each account is managed separately, so you can enroll in none, one, or all of the accounts.

**Eligibility.** The Plan Sponsor determines employee's participation eligibility. For more information regarding eligibility, please contact your Employer.

**When Your Participation Begins (Newly Eligible Employees).** In order to qualify for benefits, you must enroll and agree to make the required pre-tax payroll deduction deposits to your account(s).

If you want to participate in one or more of the Accounts, you must enroll within the first 30 days you are eligible. Your participation will begin the first day administratively feasible and is determined by your Plan Sponsor.

If you do not enroll within the first 30 days of eligibility, you will have to wait until the next Annual Enrollment Period to enroll. The only exception is if you have a Change in Status which is described below.

**Annual Enrollment Period.** Once a year, your Employer sponsors an Annual Enrollment Period. During this time, you can choose to enroll or re-enroll for participation for the following year. This election will go into effect on the first January 1 following the Annual Enrollment Period.

You must re-enroll for the Plan each year. You can do so during the Annual Enrollment Period.

**Changing or Canceling Your Participation.** Elections are for the entire Plan Year. You can change or cancel your participation only during the Annual Enrollment Period, unless you have a Change in Status. This applies to:

- The account(s) you've elected to participate in; and
- The amount of your pre-tax payroll-deduction deposits to your account(s).

Example: If you enroll in a Health Care FSA and choose to have \$50 taken out of your paycheck each week, you can't make any changes until the next Annual Enrollment Period, unless you have a Change in Status.

**Change in Status.** If you have a qualified Change in Status, you can make these changes to your Plan:

- Increase or decrease the amount of your pre-tax contribution;
- Cancel your participation; or
- Choose to participate in one or more of the accounts.

The Change in Status must be applicable to the plan for which you are requesting the change and the requested change must be on account of and consistent with the Change in Status.

These are examples of a qualified Change in Status:

- Gaining or losing a spouse (through marriage, divorce, or death);
- Gaining or losing a dependent (through birth, adoption, placement for adoption, death, or loss of eligibility as a dependent);
- Change in the employment status of you, your spouse, or your dependent that causes a change in eligibility (examples: changing from part-time to full time, or changing from hourly to salaried); and
- Change in cost or coverage of dependent care (e.g. change from one-child care center to another and the new child-care center charges a different rate).

Example: Assume you elect to participate in the Health Care FSA during a given Annual Enrollment Period. If you and your spouse adopt a child during the following year, you can elect to increase your contributions to your Health Care FSA and enroll in the Dependent Care Assistance Program. You cannot change this election again until the next Annual Enrollment Period, unless you have another Change in Status.

**Effective Date.** If you have a Change in Status, the change to your election(s) will be effective as of the date of the change. Remember, you must apply for the change within 30 days of the birth, adoption or the loss of a dependent's eligibility, etc. If you don't enroll within 30 days of the Change in Status event, you will have to wait until the next Annual Enrollment Period. If you have any questions about making a mid-year plan change due to a Change in Status, please contact your Employer.

**Leave of Absence.** Special rules may apply to participation when you are on a leave of absence. If your unpaid leave is covered under the Family and Medical Leave Act, you can continue your Health Care FSA participation during your period of leave. You may continue to make contribution obligations during this period through prepay, pay-as-you-go or a catch-up option. Please contact your Employer for details about your rights and responsibilities during your leave and your return to work.

The Plan provides for reinstatement of coverage to persons returning to employment after military service, to the extent required by federal law. If you are re-hired after a period of uniformed service that entitles you to rights under the Uniformed Services Employment and Re-employment Rights Act (USERRA), you will be eligible for reinstatement under the Plans. Contact your Employer for further information.

## HOW YOUR ACCOUNTS WORK

Special rules apply to Accounts, including specific definitions of Eligible Expenses. So please read this section carefully.

As a participant in the Plan, you are choosing to deposit part of your salary on a pre-tax basis in one or more of the following accounts:

- Health Care Flexible Spending Account,
- Dependent Care Assistance Program,
- Parking and/or Transit Account.

During the year, your Plan can pay you back for Eligible Expenses. The term ***“Eligible Expenses”*** is important because your expenses must meet specific requirements to qualify for reimbursement under the Plan.

**Minimum Reimbursement.** The minimum reimbursement for Eligible Expenses is \$20 except at the end of the Plan Year. If your claim for Eligible Expenses is less than \$20, it will be considered an incomplete claim. Your claim will be complete and will be paid to you when your total claims for Eligible Expenses reach \$20. If you have less than \$20 left in your account, you will only be paid back the amount that is in your account.

The Plan Manager will tell you when your Plan balance first reaches zero (\$0.00). If you think a mistake has been made, you have the option to appeal. If you have questions about your account balance, please call Member Services at 952-883-7000 or 866-443-9352 (toll-free).

**Claim Payments.** Claims are processed daily and reimbursed every week. After your claim is approved, a check will be sent to you or money will be directly deposited into your bank account if you signed up for direct deposit. Direct Deposit can be set up online at [healthpartners.com](http://healthpartners.com). You can also call Member Services at 952-883-7000 or 866-443-9352 (toll-free).

You can check your FSA activity on your myHP app or online at [healthpartners.com](http://healthpartners.com). You will need to register to view your account online. Just follow the online instructions. It's free, secure and easy!

**Your Contributions.** The amount(s) you choose to contribute to your account(s) are made through convenient pre-tax payroll deductions. During the Annual Enrollment Period, you can choose the amount of your deposits for the next Plan Year.

The following chart shows your minimum and maximum allowable Plan enrollment contributions.

<p><b><u>Health Care FSA</u></b></p> <p><b>Minimum Enrollment Amount:</b> \$52 per year</p> <p><b>Maximum Enrollment Amount:</b> \$2,700 per year</p>	<p><b><u>Dependent Care Assistance Program</u></b></p> <p><b>Minimum Enrollment Amount:</b> \$26 per year</p> <p><b>Maximum Enrollment Amount:</b> \$5,000 per calendar year (\$2,500 per calendar year if you are married and you and your spouse file separate tax returns)</p>
<p><b><u>Parking Account</u></b></p> <p><b>Minimum Enrollment Amount:</b> No minimum</p> <p><b>Maximum Enrollment Amount:</b> \$270 per month</p>	<p><b><u>Transit Account</u></b></p> <p><b>Minimum Enrollment Amount:</b> No minimum</p> <p><b>Maximum Enrollment Amount:</b> \$270 per month</p>

## HEALTH CARE FLEXIBLE SPENDING ACCOUNT (FSA) REIMBURSEMENT

In general, the expenses that qualify for Health Care FSA reimbursement are those permitted by Section 213 of the Internal Revenue Code. They include expenses for medical, dental and vision. Quantity limits may apply for eligible over-the-counter medications and other items without documentation of medical necessity.

For information about Eligible Expenses you may log on to your member home page at [healthpartners.com](http://healthpartners.com). You may also contact HealthPartners Member Services at 952-883-7000 or 866-443-9352 (toll-free).

You can use your Health Care FSA to pay for a wide range of health care expenses if:

- The claim is for an eligible health care expense that is not reimbursable by any other source;
- You have the documents you need to support your claim; and
- The claim takes place while you are participating in the Health Care FSA (unless you elect Continuation of Coverage as described below).

**NOTE:** Your orthodontic care will be reimbursed as paid up to your election amount in your Health Care FSA. You will need to send in proof of payment with the completed claim form. The payment must be made during the Plan Year.

**You may be able to use your Health Care FSA to pay for eligible health care costs for your spouse and dependents. Certain Internal Revenue Service (IRS) rules apply.**

**Amount of Reimbursement.** If you choose to have money from your paycheck deposited into a Health Care FSA, you can file claims up to that amount at any time during the year regardless of the amount in your account at the time of request.

For information about Eligible Expenses you may log on to your member home page on [healthpartners.com](http://healthpartners.com). You may also call HealthPartners Member Services at 952-883-7000 or 866-443-9352 (toll-free).

**Tax Deductions.** If you use your Health Care FSA to pay for a specific health care expense, you cannot claim the same expense as a deduction on your income tax return. In addition, you may have to pay income taxes on any amount paid back to you for an ineligible expense.

## CLAIMS REIMBURSEMENT INSTRUCTIONS

**Health Care Debit Card.** The health care debit card may be used to pay for some eligible health care expenses that will not be paid under your medical benefit plan or dental benefit plan. This would include things like your deductible, copayment and coinsurance. Eligible Expenses will be deducted from your FSA balance. If you do not use your health care debit card, you must submit a manual claim for your Eligible Expenses in order to receive reimbursement from your Health Care FSA. In some instances you may be required to provide additional information regarding your debit card purchase. If you do not provide enough information to allow HPAI to substantiate a health care debit card claim, HPAI will temporarily suspend the health care account until you provide the documentation required by HPAI or repay the expense.

Health care debit card payments will be made directly to the provider using your FSA funds.

There may be a small fee if you want extra debit cards or to replace your card if it is lost or stolen.

**Manual Claims Submission for Eligible Health Care Expenses not considered for payment as indicated above.** To get reimbursed, you must send in a claim to your Health Care FSA. All claims must be sent in with a completed Health Care Expense Claim Form, as well as any required certifications and signatures. Health Care Expense Claim Forms can be obtained online at [healthpartners.com](http://healthpartners.com) or by calling Member Services. Claims are paid based on the amount originally submitted. If the amount of the original claim changes, you must tell HealthPartners so that the claim can be adjusted.

## FILING YOUR CLAIM

Claims for health care expense reimbursement may be submitted in one of the following ways:

- **Mobile** – Download the myHP app to submit a Health Care Expense Claim and supporting documents.
- **Online** – Log on to your account at [healthpartners.com](http://healthpartners.com).
- **Fax** a Health Care Expense Claim Form and supporting documents to HealthPartners at 952-883-5026 or 877-624-2287 (toll-free).
- **Mail** a Health Care Expense Claim Form and supporting documents to HealthPartners at:

HealthPartners Service Center  
CDHP – MS 21104T  
PO Box 297  
Minneapolis, MN 55440-0297

Supporting documents include at least one of these items:

- Explanation of Benefits (EOB) – the statement you receive each time a claim is submitted to your health, dental or vision plan; or
- Documents that list the type of service or product you bought, the date of the purchase and the name of employee or dependent the purchase was for. You must also include the name of the person or organization providing the service or product and the cost of the expense. For orthodontic expenses like braces, include a copy of the detailed ledger.



**Health Care Spending Account Unused Contributions.** A maximum of \$550 of unused contributions remaining in your Health Care FSA after March 31, 2022 will roll over each year for future expenses. The rollover amount will not be determined until after March 31, 2022. These funds are not available for use until after the rollover has occurred. **The deadline for sending in claims that were incurred during the Plan Year is March 31, 2022.** If more information is needed for a claim that was sent in on a timely basis, the same deadline applies.

The following chart shows how you will be reimbursed from your Health Care FSA based on the amount you put into your account(s):

<u>Account</u>	<u>Type of Election</u>	<u>Basis Upon Which Reimbursement Will Be Made</u>
Health Care Flexible Spending Account	Reimbursement is based on how much you put into your account each year	Any claims up to the total amount you put in your Health Care FSA can be sent in at any time during the Plan Year. The minimum reimbursement is \$20. Learn more under “How Your Accounts Work”.  Example: If you put \$2,000 in your Health Care FSA, you can submit a request for payment for up to \$2,000 of Eligible Expenses at any time during the Plan Year.

If you are overpaid, the Plan can ask you to refund the amount of the overpayment or the Plan can offset future reimbursements until the overpayment is recovered.

## TERMINATION OF COVERAGE

**Health Care Flexible Spending Account.** If you terminate employment and have funds left in your Health Care Spending Account, you can submit claims for any eligible expenses you had before your employment ended. You will lose any remaining funds. You can elect to keep using your account until all of your money is spent for the rest of the Plan Year by choosing and qualifying for COBRA continuation coverage. The terms of COBRA continuation coverage will apply (see the “**CONTINUATION OF COVERAGE**” section for more details). If you do not elect COBRA continuation, you may send in spending account claims under the following rules:

- You can only send in claims for expenses that happened during your participation in the Plan Year; and
- All claims must be sent in before March 31, 2022.

## CLAIM DENIALS

The Plan Manager will deny a claim for a benefit when the claim is judged not to be in accordance with the provisions of the Plan. If your claim is denied, the Plan Manager will provide you with a written notice of the denial within 30 days (or 45 days in special circumstances with notice to you) after they receive your claim. The notice will explain the specific reason for the denial, reference the Plan provision on which the denial is based, and provide additional information regarding the appeal process.

## CLAIM APPEALS PROCESS

If your claim for benefits under the Plan is wholly or partially denied, you are entitled to appeal that decision. Your Plan provides for two levels of appeal to the Named Fiduciary of your Plan or its delegate. You must exhaust both levels of the appeal process prior to bringing a civil action. The steps in this appeal process are outlined below.

**First Level of Appeal to the Plan Manager.** You or your authorized representative must file your appeal within 180 days of the adverse decision. Send your written request for review, including comments, documents, records and other information relating to the claim, the reasons you believe you are entitled to benefits, and any supporting documents to:

Member Services Department  
HealthPartners, Inc.  
MS 21104G  
PO Box 1309  
Minneapolis, MN 55440-1309

Upon request and at no charge to you, you will be given reasonable access to and copies of all documents, records and other information relevant to your claim for benefits.

The Plan Manager will review your appeal and will notify you of its decision within 30 days.

The time period may be extended if you agree.

All notifications described above will comply with applicable law.

**Final Level of Appeal to the Plan Sponsor.** If after the first level of appeal, your request was denied, you or your authorized representative may, within 180 days of the denial, submit a written appeal for review, including any relevant documents, to the Plan Sponsor and submit issues, comments and additional information as appropriate to:

Ramsey County  
121 7th Place East  
Suite 2100  
St. Paul, MN 55101-2101

The Plan Sponsor will review your appeal and will notify you of its decision within 30 days.

The time periods may be extended if you agree.

All notifications described above will comply with applicable law.



## DEPENDENT CARE ASSISTANCE PROGRAM ACCOUNT REIMBURSEMENT

You can only use your Dependent Care Assistance Program to pay for eligible dependent care expenses. Eligible dependent care expenses are those that are necessary for you (or you and your spouse) to work outside the home.

Your dependent care claims must meet four requirements before they can be approved:

- Your claim must be for the care of an “Eligible Dependent” (see below);
- The care provided must be for an Eligible Dependent care expense (see below);
- You cannot be reimbursed for more than the amount in your Dependent Care Assistance Program account at any given time; and
- Your claim must be supported by appropriate documentation. This includes the name, address, and Social Security number or (Taxpayer Identification Number) of the dependent care provider.

If you are married and your spouse does not earn any income, you are not eligible for dependent care benefits unless your spouse is a full-time student, is actively looking for a job, or is disabled and unable to provide for his or her own care. Your spouse is considered to be a full-time student if he or she goes to school for at least five months a year.

**Amount of Reimbursement.** You may be reimbursed from your Dependent Care Assistance Program account for eligible dependent care expenses for any dependent that meets the requirements below. To be eligible, the dependent care expenses must allow you and, if you are married, (your spouse) to work or look for work. The only exception to this rule is if your spouse is a full-time student or is physically or mentally unable of self-care at the time of the expenses.

**Who is an Eligible Dependent?** Each dependent that you claim dependent care expenses for must be:

- A person under age 13 that you claim as a dependent on your federal tax return; or
- A spouse or a person (other than a child under 13) who is your dependent under federal tax law, but only if he or she is physically or mentally incapable of self-care.

**Who may Provide Eligible Dependent Care Services?** If you want to be reimbursed from your Dependent Care Assistance Program, services must be provided by:

- A dependent care center (that is, a facility that provides care for more than six individuals that do not live at the facility.) The care center must comply with all state and local laws and regulations. In most cases, this means the facility is licensed; or
- A person who is not your spouse or a dependent under IRC section 105(b). If your child provided the care, he or she must be age 19 or older at the end of the year in which the expenses take place.

The care may be provided in your home or at an outside care center. You can choose care outside your home for a dependent other than your children only if the dependent usually spends at least eight hours each day in your home.

**What Types of Dependent Care Services May be Reimbursed?** Generally, eligible dependent care services are services that provide for the dependent’s well-being and protection. In most cases, it does not include food, clothing or education. It does not include expenses for education of a dependent in kindergarten or any higher grade.

The following are examples of Dependent Care Services that may be reimbursed:

- The reimbursement is for an eligible dependent, that dependent is under age 13, or meets the “Qualifying Person Test” as described in IRS Publication 503 (go to [irs.gov](http://irs.gov) to view IRS Publication 503).
- If the reimbursement is for care for your spouse, your spouse is physically or mentally incapable of self-care, and has the same primary home as you for more than half the year.
- Reimbursement can only be made for services that have already been provided whether or not they are billed or paid.
- Dependent care expenses must be provided to allow you and your spouse (if married) to work or actively look for work. Your spouse is considered working if he or she is, a full-time student at an educational organization, or physically or mentally incapable of self-care.

**If you have questions about Eligible Expenses, please contact HealthPartners Member Services at 952-883-7000 or 866-443-9352 (toll-free).**

**Dependent Care Tax Credit.** Under current law, you can take a federal dependent care tax credit for part of your dependent-care expenses if dependent care is needed so that you and your spouse can work outside the home. If you use your Dependent Care Assistance Program to pay for a dependent care expense, you cannot claim the federal dependent care tax credit for the same expense. Remember that the maximum amount of the federal dependent care-tax credit available to you each year will be reduced by the amount you chose to deposit in your Dependent Care Assistance Program account for that year.

**Which Tax Break Is Better?** The answer to this question depends on your personal situation, including your taxable income, number of dependents and the amount you pay for dependent care. Keep in mind that your taxable income (W-2 pay) will be reduced by your Dependent Care Assistance Program deposits during a given calendar year.

You can estimate the amount of your federal dependent care tax credit by referring to the worksheet and instructions on IRS Form 2441. This information also appears on IRS Form 1040A (Schedule 1) and instructions. You can get either of these forms by contacting your local IRS office. You may also wish to talk with a tax advisor.

**Tax Filing:** If you use your Dependent Care Assistance Program during a given calendar year, you must file IRS Form 2441 along with your other tax returns for that year.

## **CLAIMS REIMBURSEMENT INSTRUCTIONS**

**Manual Claims Submission for Eligible Dependent Care Expenses.** To get reimbursed, you must submit a claim to the Plan Manager. All claims must include a completed Dependent Care Expense Claim Form and any required certifications and signatures. Dependent Care Expense Claim Forms can be obtained online at [healthpartners.com](http://healthpartners.com) or by calling Member Services.

## **FILING YOUR CLAIM**

Claims for dependent care expense reimbursement may be submitted in one of the following ways:

- **Mobile** – Download the myHP app to submit a Dependent Care Expense Claim and supporting documents.
- **Online** – Log on to your account at [healthpartners.com](http://healthpartners.com).
- **Fax** a Dependent Care Expense Claim Form and supporting documents to HealthPartners at 952-883-5026 or 877-624-2287 (toll-free).
- **Mail** a Dependent Care Expense Claim Form and supporting documents to HealthPartners at:

HealthPartners Service Center  
CDHP – MS 21104T  
PO Box 297  
Minneapolis, MN 55440-0297

Supporting documents must include the provider Tax ID number and one of the following:

- A copy of the bill or signed receipt which includes provider name, dependent name, dates of service, description of services and amount due; or
- Have the provider complete the Dependent Care and Provider Information sections of the Dependent Care Expense Claim Form.

**Dependent Care Assistance Program Unused Contributions.** Expenses sent in after March 31, 2022 are not eligible for reimbursement from your account. **The deadline for sending in claims that were incurred during the Plan Year is March 31, 2022.** If more information is needed for a claim that was sent in on a timely basis, the same deadline applies.

The following chart shows how you will be reimbursed from your account based on the amount you put into your account(s):

<u>Account</u>	<u>Type of Election</u>	<u>Basis Upon Which Reimbursement Will Be Made</u>
Dependent Care Assistance Program	Reimbursement is based on how much you put into your account each year	<p>Reimbursement is only available up to the dollar amount in your account. The minimum reimbursement is \$20. Learn more under “How Your Accounts Work”.</p> <p>Example: If you have had \$500 withheld from your pay and submit a claim for \$800, you can only be reimbursed for the \$500 that is in your account. The remaining \$300 will be reimbursed as funds become available in your account.</p>

Any claims paid using account funds will be paid directly to you. You pay your provider.

If you are overpaid, the Plan can ask you to refund the amount of the overpayment or the Plan can offset future reimbursements until the overpayment is recovered.

## **TERMINATION OF COVERAGE**

**Dependent Care Assistance Program.** If you terminate employment and have funds left in your Dependent Care Account, you can elect to keep using your Plan until the end of the Plan year. Claims must be for child care expenses for an eligible dependent that allow you to work or look for work. The charges must occur during the Plan Year and must be sent in before March 31, 2022.

## **REVIEW OF A DENIED CLAIM**

If your claim for benefits under the Plan is wholly or partially denied, you may contact the Plan Manager as described below to request a review of the denied claim.

**Review with the Plan Manager.** You must contact the Member Services Department within 60 days of the adverse decision. Send your written request for review, including comments, documents, records and other information relating to the claim, the reasons you believe you are entitled to benefits, and any supporting documents to:

Member Services  
HealthPartners, Inc.  
MS 21104G  
PO Box 1309  
Minneapolis, MN 55440-1309

The Plan Manager will review your denied claim and will notify you of its decision within 60 days.

## PARKING AND/OR TRANSIT ACCOUNT REIMBURSEMENT

**Eligible Expenses.** To be eligible for reimbursement, parking and transit expenses are only for commuting costs to and from work. Eligible expenses must meet the following definitions:

**Qualified parking expenses** include the following parking expenses, unless such expenses are incurred for any parking on or near property used by the employee for residential purposes:

- **Expenses you pay to park your car for your commute to work:**
  - by mass-transit facilities, whether it is publicly owned or not;
  - by an individual driver or transportation company you hire, if such transportation is provided in a “commuter highway vehicle,” as defined below in this SPD; or
  - by “commuter highway vehicle,” as defined below in this SPD.
- **Transit pass expenses** include expenses you pay for any pass, token, fare card, voucher or similar item that allows you to use transportation (or transportation at a reduced price). To be eligible, the transportation must be:
  - on mass transit facilities, whether it is publicly owned or not; or
  - by an individual driver or transportation company you hire, if such transportation is provided in a vehicle with a seating capacity of at least six adults (not including the driver).

**Commuter Highway Vehicle (Van Pool) expenses** include the cost for transportation in a commuter highway vehicle. To be eligible, the vehicle must take you from your home, to your workplace and back.

**Commuter Highway Vehicles** include any highway vehicle which seats at least six adults (not including the driver). Also, at least 80 percent of the vehicle’s mileage is expected to be for transporting employees between their home and workplace where on average, with at least half the vehicle seats being occupied (not including the driver).

**Eligible Transportation Expenses** include those qualified expenses paid for by the employee to purchase or pay for Transit Pass Expenses, Commuter Vehicle Expenses or Qualified Parking Expenses. To be eligible, the costs must be related to transportation from your home, to your workplace and back.

Examples of *eligible* expenses include:

- Bus passes
- Rail passes
- Ferry passes
- Subway fares
- Commuter van fares
- Commuter railroad fares
- Parking at work address
- Parking at commuter bus, railroad or carpool stations/stops

Examples of expenses that are *not eligible* include:

- Parking at or near your home address
- Highway tolls
- Taxicab fares
- Bicycling expenses
- Bridge tolls

## CLAIMS REIMBURSEMENT INSTRUCTIONS

**Manual Claims Submission for eligible Parking and/or Transit Expenses.** To get reimbursed, you must submit a claim to the Plan Manager. All claims must include a completed Transportation and Parking Expense Claim Form and any required certifications and signatures. Parking and Transportation Expense Claim Forms can be obtained online at [healthpartners.com](http://healthpartners.com) or by calling Member Services.

You have 180 days from the date of purchase to send in expenses for reimbursement from your Plan.

The Parking and Transit Account calculates expenses based on the month in which they occur. The following chart shows how reimbursements will be processed based upon the contributions you make to your accounts:

<u>Account</u>	<u>Type of Election</u>	<u>Basis Upon Which Reimbursement Will Be Made</u>
Parking and/or Transit Account	Reimbursement is based on how much you put into your account each month	Reimbursements are based upon the month when the cost occurred.  Example: You choose to have \$200 taken out of your pay check each month. If you have \$210 of parking expenses, you will only be eligible to get reimbursed \$200 for that month.

To get reimbursed from your Parking and/or Transit account, you must send in a claim within 180 days of the date of the expense. All claims must include a completed Transportation and Parking Expense Reimbursement Claim Form, a receipt\* and a brief description of the nature of the expense. Claim Forms can be obtained online at [healthpartners.com](http://healthpartners.com) or by calling Member Services.

**If you cannot get a receipt for Parking and/or Transit expenses (like parking meters), you can get reimbursed by attesting to the expenditures, in writing, on your reimbursement request.**

### FILING YOUR CLAIM

Claims for Parking and/or Transit reimbursement can be sent in one of the following ways:

- **Mobile** – Download the myHP app to submit a Dependent Care Expense Claim and supporting documents.
- **Online** – Log on to your account at [healthpartners.com](http://healthpartners.com).
- **Fax** a Dependent Care Expense Claim Form and supporting documents to HealthPartners at 952-883-5026 or 877-624-2287 (toll-free).
- **Mail** a Dependent Care Expense Claim Form and supporting documents to HealthPartners at:

HealthPartners Service Center  
CDHP – MS 21104T  
PO Box 297  
Minneapolis, MN 55440-0297

**Unused Parking and Transit Account Deposits.** Any unused money left in your Parking and/or Transit account will automatically roll forward as follows:

- Any amount left in either account at the end of a given calendar year month will roll forward to the next calendar year month; and
- Any amount remaining in either account at the end of a given calendar year will roll forward to the next calendar year.

This roll-forward feature will continue from month-to-month and year-to-year until one of the following happens:

- You have used all of the money in your account(s) for qualified expenses and there is a zero (\$0) balance; or
- Your employment ends, which means you will lose any money left in your account.

It is very important you think about this roll-forward feature when you decide how much you want to put into your Parking and/or Transit account each month and plan year.

## **TERMINATION OF COVERAGE**

**Parking and/or Transit Account.** If you end your employment while you are participating in the Parking and/or Transit Account, you must send in all reimbursement requests within 180 days of the date of the expense. You cannot send in a request for payment for expenses after you end your employment. You will lose any unused dollars left in your account.

## **REVIEW OF A DENIED CLAIM**

If your claim for benefits under the Plan is wholly or partially denied, you may contact the Plan Manager as described below to request a review of the denied claim.

**Review with the Plan Manager.** You must contact the Member Services Department within 60 days of the adverse decision. Send your written request for review, including comments, documents, records and other information relating to the claim, the reasons you believe you are entitled to benefits, and any supporting documents to:

Member Services Department  
HealthPartners, Inc.  
MS 21104G  
PO Box 1309  
Minneapolis, MN 55440-1309

The Plan Manager will review your denied claim and will notify you of its decision within 60 days.

DRAFT

## ACCESS TO RECORDS AND CONFIDENTIALITY

**(This Section Applies to the Health Care Flexible Spending Account).** The Plan Sponsor complies with applicable state and federal laws governing the confidentiality and use of protected health information and medical records. The Plan Sponsor is also allowed to use your protected health information when necessary, for proper administration of the Plan.

In the event that protected health information is disclosed to the Plan Sponsor, the Plan Sponsor may only use or disclose such information as permitted by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated there under and as amended including, certain Plan administrative functions such as: claims review, subrogation, quality assurance, auditing, monitoring and management of carve out plans. Information may only be disclosed to the Plan Sponsor upon receipt, by the Plan, of a certification from the Plan Sponsor to the amendment of the Plan documents and that your Plan Sponsor agrees to:

- Not use or further disclose information except as listed above or as required or permitted by law;
- Ensure that any agents or subcontractors agree to the same restrictions and conditions that apply to your Employer or Plan Sponsor and that such agents and subcontractors agree to implement reasonable and appropriate security measures to protect electronic protected health information;
- Not use or disclose any information for employment – related actions or decisions;
- Not use or disclose any information in connection with any other employee benefit plan of your Employer or Plan Sponsor;
- Report to the Plan any security incident it becomes aware of and any use or disclosure of the information that is inconsistent with the uses or disclosures described above;
- Make information available to fulfill your right to access your protected health information;
- Make the information available for amendment or to incorporate applicable amendments;
- Make the information available in order to provide an accounting of disclosures;
- Make its internal practices, books and records relating to the use and disclosure of information received from the Plan available to the Department of Human Services to determine compliance with HIPAA;
- Return or destroy all protected health information received from the Plan, if feasible, when use or disclosure is no longer required. If return or destruction is not possible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible;
- Ensure only certain classes of employees designated by your Employer are permitted access to your protected health information for Plan administration functions;
- Implement an effective mechanism for handling noncompliance by the employees designated access to your protected health information;
- Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic protected health information that is created, received, maintained or transmitted on behalf of the group health Plan;
- Ensure adequate separation between the Plan and your Plan Sponsor is supported by reasonable and appropriate security measures.

Certain limited information of all family members enrolled in the Plan will be viewable on the FSA website by the enrolled employee. By enrolling in the Empower FSA Plan you are acknowledging that you and all dependents enrolled in the Plan, understand that you, as the enrolled employee, will have access to limited information about all the claims submitted to your FSA for reimbursement.



## CONTINUATION OF COVERAGE

“Continuation of Coverage” means your right under COBRA (the Consolidated Omnibus Budget Reconciliation Act of 1985) to continue your Health Care Flexible Spending Account coverage that was in place the day before a Qualifying Event if participation by you (including your spouse and dependents) otherwise would end due to the occurrence of the Qualifying Event.

### A Qualifying Event is:

- Termination of your employment (other than by reason of gross misconduct), or reduction of your work hours;
- Your death;
- Divorce or separation from your spouse;
- Your becoming entitled to receive Medicare benefit; or
- Your dependent ceasing to be a dependent.

For a qualifying event other than a change in your employment status or death, it will be your obligation to inform the Plan Sponsor within 60 days of its occurrence. The Plan Sponsor, in turn, will furnish you (and your spouse, as the case may be) with a separate, written option to continue the coverage provided at stated contribution costs. The notification you will receive will explain all the rest of the terms and conditions of the continued coverage.

Only participants who have positive balances in their Health Care Spending Account at the time of a Qualifying Event (taking into account all claims submitted before the date of the Qualifying Event) will be eligible for COBRA coverage. You will be notified if you are eligible for COBRA coverage. Even if COBRA coverage is offered for the year in which the Qualifying Event occurs, COBRA coverage for your health care spending account will cease at the end of the year and will not be carried over for the next Plan Year. You may pay contributions for such coverage on an after tax basis.

### Procedures for Providing Notices Required Under This Continuation of Group Coverage Section

- You must comply with the time limits for providing notices required in paragraph above.
- Your notice must be in writing and contain at least the following information:
  - The names of the eligible employee and eligible dependents;
  - The qualifying event or disability; and
  - The date on which the qualifying event (if any) occurred.
- Your notice must be sent to:

Ramsey County  
121 7th Place East  
Suite 2100  
St. Paul, MN 55101-2101

The Plan will comply with applicable federal law for a covered employee that is called to active military duty in the uniformed services.



**EXHIBIT 3**  
**PAYMENT SCHEDULE**

The Plan Sponsor must make payments in accordance with this Payment Schedule.

**A. Payment of Fees.** In consideration of HPAI's performance of the Administrative Services under this Agreement, the Plan Sponsor must pay HPAI fees as follows:

- Plan Administrative Services Fees.

\$2.50 per Covered Employee per month and an annual fee of \$400 per group for groups with fewer than 20 participants.

- Revenue Share.

HPAI may receive revenue share amounts based on purchases through commissioned links to retail vendors found on [healthpartners.com](http://healthpartners.com).

**B. Performance Measurements.** Notwithstanding anything in this Agreement to the contrary, HPAI and the Plan Sponsor may agree to varying payment methodologies which HPAI and the Plan Sponsor may negotiate in connection with the measurement of HPAI's performance of its duties under this Agreement. In that event, such methodologies and adjustments will be set forth as Exhibit E of this Agreement and made part of this Agreement. Any such payment methodologies negotiated between HPAI and the Plan Sponsor in connection with measurement of HPAI's performance of its duties under this Agreement will not become effective until this Agreement, or any amendment to this Agreement which adds or changes terms of such payment methodology, is fully executed by both HPAI and the Plan Sponsor.

## EXHIBIT 4

### FSA FUNDING AGREEMENT

This FUNDING AGREEMENT is made and effective the day of May 12, 2021 by and between HealthPartners Administrators, Inc. ("HPAI") and Ramsey County ("Plan Sponsor").

WHEREAS, Plan Sponsor has established a Flexible Spending Account (FSA) for the benefit of certain employees and their eligible dependents; and

WHEREAS, HPAI is the third-party administrator for the FSA; and

WHEREAS, HPAI and Plan Sponsor wish to document the Funding Agreement for the FSA along with finalizing the Professional Services Agreement (PSA) and the Administrative Services Agreement ("ASA") which will govern other aspects of the administration of the FSA and other materials relevant to the FSA.

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties hereby agree as follows:

1. Transfer of Funds. Upon notification by HPAI in accordance with paragraph 2 below, HPAI will initiate an automatic payment (ACH debit) to transfer funds to be paid by Plan Sponsor under the FSA ("Fund Payments") from Plan Sponsor's general assets to HPAI's payment disbursement account, ("the Account"), in accordance with the Authorization Agreement for Automatic Payment attached as Attachment A. Such transfer will be made no later than 10:00 a.m., Central Time, on the Friday immediately following the date on which notification is given. If that Friday is a federal holiday, then such transfer will be made no later than 10:00 a.m., Central Time, on the business day immediately following.
2. Notification. On Wednesday of each week, HPAI will notify Plan Sponsor of the amount of the ACH debit by transmitting, via e-mail, facsimile or other designated method of transmission, an accounting of amount to be paid by the Plan Sponsor for claims paid under the FSA.
3. Late Funding. If Plan Sponsor fails to make the required funds available by the day specified in paragraph 1 hereof, HPAI will make a courtesy follow-up phone call to Plan Sponsor to remind Plan Sponsor of its funding obligation. If Plan Sponsor does not make the required funds available within twenty-four (24) hours of HPAI's follow-up call, HPAI may, at its option: (a) suspend its performance under the ASA until such time as Plan Sponsor makes all Fund Payments; (b) impose a late payment charge of \$100 per day; and/or (c) terminate the ASA to the PSA or seek other recourse against Plan Sponsor.
4. Incorporation into the PSA and ASA. This Funding Agreement will be incorporated into the PSA and ASA. All capitalized terms used but not defined herein will have the meanings ascribed to them in the ASA.
5. Funding Notification Contact Information. Attached hereto as Attachment B is a Funding Notification Contact Form, completed by Plan Sponsor, which contains the name of the Plan Sponsor employee or agent to whom notification of funds due is to be e-mailed or faxed and follow-up calls are to be made, if necessary, pursuant to paragraph 2 hereof, as well as that person's e-mail address, telephone and facsimile numbers. Attachment B also contains the name, telephone and facsimile numbers of an alternate contact for notification purposes. In the event that information changes during the term of the ASA, Plan Sponsor will notify HPAI in writing.
6. Funding Agreement Amendments. The Funding Agreement can be changed at any time by mutual written agreement between HPAI and the Plan Sponsor, and such changes are automatically incorporated into this Agreement.

## Attachment A

### HEALTHPARTNERS ADMINISTRATORS, INC.

#### Authorization Agreement For Automatic Payment (ACH Debits)

<\*Please note that bills can be split by site, but not by package code> remove this note before sending to the client>

We authorize HealthPartners Administrators, Inc. ("The Company") to initiate entries to debit our account described below: **(Please type or print legibly)**

Employer Name: \_\_\_\_\_

Checking Account Number: \_\_\_\_\_

Financial Institution's Name: \_\_\_\_\_

Bank Transit/Routing Number: \_\_\_\_\_

Financial Institution's Address: \_\_\_\_\_

HealthPartners Company ID: 2411629390

Attach a voided check or provide the Financial Institution's Routing Number (between

the ":" symbols on the bottom left of your check)

This authority is to remain in full force and effect until The Company has received written notification from us of our termination in such time and manner as to afford The Company a reasonable opportunity to act on it.

Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

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

Telephone No: \_\_\_\_\_

For Company Use: Representative: \_\_\_\_\_ Location: \_\_\_\_\_

#### Retain This Portion For Your Records

On \_\_\_\_\_ (Date) we authorized: HealthPartners Administrators, Inc., at 8170 33rd Ave S, Bloomington, MN 55440-1309 to initiate electronic entries to our checking account and agree to the terms listed on the Authorization Agreement. To cancel this agreement, write to HealthPartners Administrators, Inc., Attn: Membership Accounting, at the address shown above.

## ATTACHMENT B

### FUNDING NOTIFICATION CONTACT FORM FOR HPAI FSA CLIENTS

*Employer Designated Primary Contact* **(Please type or print legibly)**

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

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

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Fax Number: \_\_\_\_\_

*Employer Designated Alternate Contact* **(Please type or print legibly)**

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

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

Phone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Fax Number: \_\_\_\_\_

[SIImplementationforms@HealthPartners.com](mailto:SIImplementationforms@HealthPartners.com)

## EXHIBIT 5

### PERFORMANCE MEASUREMENTS

HealthPartners Administrators, Inc. (“HPAI”) agrees to put 10% of the administrative costs at risk. The penalty will be assessed equally among the three categories.

#### Member Services

- FSA/HRA plan will guarantee 30 second average speed of answer (measured by number of seconds it takes for a live member services representative to answer the phone following menu selection)
- The FSA/HRA plan will guarantee that call abandonment rate will be 5% or less

#### Claims

- FSA/HRA plan will guarantee that 95% of claims will be paid, pending or denied within 5 business days.
- Payment Accuracy – 98% accuracy, calculated by subtracting the dollars underpaid plus overpaid from the total correct liability and dividing by the total correct liability in the audit sample.
- Incidence Accuracy – 98% of claims paid without financial errors (measured by dividing the number of claims paid correctly by the number of claims in the audit sample).

#### Eligibility

- All clean eligibility and deposit information is entered onto FSA vendor’s system on the payroll date provided the information is received at least 48 hours prior to the payroll date. Eligibility and payroll information must be received in the HealthPartners approved format. For new groups, HealthPartners will develop an implementation timeline with mutually agreeable goals and timeframes.

**Note: Guarantees are calculated on a calendar year basis for all groups including those that do not renew on a calendar year. Results are tracked monthly and reported on a quarterly basis using HPAI and its Related Organization’s full book of commercial business.**

**On a calendar year basis, HPAI will average the quarters together for an annual performance standard measurement of the plan. If, in HPAI’s reasonable discretion, a law or regulatory change affects HPAI’s ability to meet these Performance Guarantees, such obligation will terminate upon written notice to the Plan Sponsor. Additionally, HPAI shall not be held liable for failure to meet the performance guarantees if the failure is caused by conditions beyond its control including, but not limited to Acts of God, wars, pandemic, insurrections and/or any other cause beyond the reasonable control of HPAI.**

**Payment for failure to meet performance standard measurements will be made 90 days following the end of the guarantee period. Payment will not be made to groups who have failed to sign and execute the Administrative Services Agreement for the corresponding year.**

# Board of Commissioners

## Request for Board Action

**Item Number:** 2021-227

**Meeting Date:** 5/11/2021

**Sponsor:** Human Resources

### Title

Terms of Collective Bargaining Agreements with the Technical Employee Association for the Year 2021

### Recommendation

1. Approve the terms of the collective bargaining agreement with the Technical Employee Association for the year 2021.
2. Authorize the Chair and the County Manager, as representatives of the County, to approve and sign the agreement incorporating these terms and conditions.

### Background and Rationale

Collective bargaining with Technical Employee Association has resulted in a tentative agreement for a one-year contract for the year of 2021. This bargaining unit represents approximately twenty-one employees who are Engineering Technicians in Public Works.

The current agreement expired December 31, 2020 and County Board approval of new agreements is required. The proposed settlement is the successful result of negotiations between the parties. This agreement reflects the diligent efforts of union and management participants in the bargaining process.

The settlement was reached between the parties on April 7, 2021. The Union subsequently voted to ratify the tentative agreement on April 14, 2021. Although the challenges were significant, there was ample opportunity to address the interests of both union and management and there is a successful conclusion of this process. The proposed settlement addresses the important interests of affected employees and the County while staying within the financial parameters authorized by the County Board.

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

☒ Well-being      ☐ Prosperity      ☒ Opportunity      ☐ Accountability

### Racial Equity Impact

Once approved, this action will establish terms and conditions of employment that support the attraction and retention of a diverse workforce.

### Community Participation Level and Impact

This action is strictly operational and internal facing. The residents of Ramsey County do not participate in labor contract negotiations. The community is informed of this action through County Board documentation.

☒ Inform      ☐ Consult      ☐ Involve      ☐ Collaborate      ☐ Empower

### Fiscal Impact

Sufficient funds are available for the 0.5% general wage adjustment in the Ramsey County Public Works Department 2021 operating budget.

**County Manager Comments**

County Board approval is required for labor agreements.

**Last Previous Action**

None

**Attachments**

1. 2021 Technical Employee Association Tentative Agreement Summary List

**Technical Employees Association**

**Tentative Agreement List for 2021**

**TA Reached 04/07/2021**

**DURATION**

This Agreement shall be effective as of the first day of January 2021 and shall remain in full force and effect until the last day of December 2021.

**Compensation Related Changes:**

**WAGES**

**2021**

Increase: 0.5%

Effective Date: First Full Pay Period (FFPP) following January 1, 2021. Employees shall progress through the wage schedule per the applicable salary plan in 2021.

**INSURANCE- Agreement via MOA effective 01/01/2021 – incorporate language from agreement into the contract**

**Medical:**

**2021**

Single Coverage:

Employee Pays \$75/mo.

Family Coverage:

Split of Increase 75% employer

25% employee

**Dental:**

2021 – 50/50 split of premium increase/decrease

New insurance premium rates effective January 1, 2021.

**RETIREE INSURANCE CONTRIBUTIONS**

**Regular Retiree Minimum Payment:**

**2021**

Single – No less than: \$65/mo.

Family – No less than: \$140/mo.

**Early Retiree Medical – Same contribution as active employee for 2021.**

**NIGHT DIFFERENTIAL 7.5**

Effective FFPP following ratification of the 2021 agreement by the County Board, increase the night differential from 6% of the six (6) month rate to 6.5% of the six month rate.

**NEW LANGUAGE – CLOTHING ALLOWANCE 13.5**

Establish a clothing allowance of \$155 per year per full-time employee. Part-time employees will receive a pro-rated clothing allowance.



### **EMPLOYEE CONTRIBUTION – HEALTH CARE SAVINGS PLAN 16.1**

Effective following ratification of the 2021 agreement and system modification requirements, the employee contribution rates to the HCSP will be revised to 1% for employees with 0-9 years of service in a position represented by TEA; 2% for employees with 10-30 years of service in a position represented by TEA; and 4% for employees with 31+ years of service in a position represented by TEA.

### **MOA – Engineering Technician Salary Differential for 2021**

Effective FFPP following 01/01/2021, increase the salary differential for employees in the bargaining unit at Step 7 or above in their assigned pay grade from \$1.00 per hour to \$1.37 per hour and update dates accordingly.

### **Other MOAs**

Engineering Technician Salary Differential 2018-2020 – **Remove and replace with revised MOA parameters as described above**

Advanced Vacation Accrual – **Keep**

Reclassification Requests – **Keep**

Leave Pending Investigation – **Keep**

Phased Retirement Option – **Keep**

Sick Leave Bank – **Keep**

Eligibility for Intermittent Employees Under ACA – **Keep**

### **HOUSEKEEPING**

Update dates and numbering throughout.

Add page numbers to MOAs.

Parties to review upon redline of final agreement.

### **Language Changes:**

#### **Article 7**

- 7.5 Any full-time employee who works as part of their regular schedule on a shift beginning earlier than 6 a.m., or ending later than 6 p.m., shall be entitled to receive a night differential for the entire shift, provided at least four (4) hours of the shift are worked between the hours of 6 p.m. and 6 a.m. The night differential shall be paid as additional compensation equivalent to 6.5% of the six (6) month rate as established for the classifications in the bargaining unit. This differential will not be paid where such work constitutes overtime under the provisions of this Agreement.

#### **Article 13**

- 13.1 Salaries for 2018-2021 for each classification are attached and labeled as Appendix A, including a 0.5% increase effective the first full pay period following January 1, 2021. Employees shall progress through the wage schedule per the applicable salary plan in 2021. [A 2.5% increase effective the first full pay period following January 1, 2018, a 2.5% increase effective the first full pay period following January 1, 2019 and a 2.5% increase the first full pay period following January 1, 2020.]

- 13.5 Effective 01/01/2021, the employer shall provide an annual clothing allowance of \$155.00 for all fulltime employees in all bargaining unit classifications. Part-time employees will receive a pro-rated allowance.

## Article 15

- 15.1 Employee Insurance – The County will provide the following insurance contributions on the 1st of the month following 30 (thirty) days of employment to provisional, probationary and permanent employees who elect insurance coverage: (All contributions shown for medical and dental are monthly and based on full-time employment.)

(1) Medical Insurance:

~~2018 – Employees shall contribute \$65 for single coverage. For family coverage, the County shall pay 75% of the premium increase from 2017 to 2018 and the employee shall pay 25% of the increase.~~

~~2019 – Employees shall contribute \$65 for single coverage. For family coverage, the County and the employee shall split the premium increase or decrease from 2018 to 2019, 75% County/25% employee.~~

~~2020 – Employees shall contribute \$70 for single coverage. For family coverage, the County and the employee shall split the premium increase or decrease from 2019 to 2020, 75% County/25% employee.~~

2021 – Employees shall contribute \$75 for single coverage. For family coverage, the County and the employee shall split the premium increase or decrease from 2020 to 2021, 75% County/25% employee.

Changes will be effective on January 1, 2021 ~~of each year.~~

(2) Dental Insurance:

~~2018 – The County and the employee will split the increase in premium for single and family coverage 50/50.~~

~~2019 – The County and the employee will split the increase or decrease in premium for single and family coverage 50/50.~~

~~2020 – The County and the employee will split the increase or decrease in premium for single and family coverage 50/50.~~

2021 – The County and the employee will split the increase or decrease in premium for single and family coverage 50/50.

Changes will be effective January 1, 2021 ~~of each year.~~

15.2 County Contributions

**Early Retiree Contributions:** For employees retired from Ramsey County who are less than the age of Medicare eligibility (early retirees), the County will make the same contribution to medical insurance premium as for active employees, subject to the years-of-service requirements listed above.

**Regular Retiree Contributions:** For employees retired from Ramsey County who are eligible for Medicare, or are at or exceed the age of Medicare eligibility (regular retirees):

~~2018 – The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$60.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than \$130.00 per month.~~

~~2019 – The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$60.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than \$130.00 per month.~~

~~2020 – The County will contribute toward the premium for single medical coverage up to the same~~

~~amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$65.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than \$140.00 per month.~~

2021 - The County will contribute toward the premium for single medical coverage up to the same amount as the County contribution for single coverage for active employees, except the retiree pays no less than \$65.00 per month; and will contribute toward the premium for family coverage up to the same amount as the County contribution for family coverage for active employees, except the retiree pays no less than \$140.00 per month.

County contributions are subject to the years of service requirements listed above. All changes effective January 1, 2021 ~~each year~~.

## Article 16

16.1 Ramsey County will establish and administer a Post Employment Health Care Savings Account (PEHCSA) program for the technical employees. Technical Employees Association member contributions to the PEHCSA for the ~~2018-2020~~ 2021 contract period will be according to the following schedule, for years of service in a position represented by the Technical Employees Association. Changes made in 2021 will be effective the first full pay period after Board ratification and system modification.

0- <del>6</del> <u>9</u> years of service	1% of annual salary
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<del>7-25</del> <u>10-30</u> years of service	2% of annual salary
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<del>26</del> <u>31</u> + years of service	4% of annual salary plus 100% of payout of the following at termination: severance pay, accrued vacation leave hours, accrued compensatory time off hours, accrued holiday reserve hours, and accrued floating holiday hours.
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## Article 22

This Agreement shall be in full force and effect from January 1, ~~2018-2021~~ to December 31, ~~2020-2021~~ and shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by June 1, prior to the anniversary date that it desires to modify or terminate this Agreement. In witness thereof, the parties have caused this Agreement to be executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

# Board of Commissioners

## Request for Board Action

**Item Number:** 2021-229

**Meeting Date:** 5/11/2021

**Sponsor:** County Assessor's Office

**Title**

Local Option Disaster Tax Abatement

**Recommendation**

Approve the Local Option Disaster Tax Abatement, and any penalty and interest, with a reduction of \$10,000 or more for 1611 Wynne Ave, Saint Paul, MN 55108-2707, PIN: 28-29-23-11-0038.

**Background and Rationale**

In compliance with Minnesota Statutes Section 273.1233, subd. 1, the Ramsey County Board of Commissioners is authorized to approve Local Option Disaster Tax Abatements for taxes payable in the year the damage or destruction occurred for homestead and non-homestead properties that have met the requirements of the statute. Under Minnesota Statutes Section 273.1235, the Ramsey County Board of Commissioners is authorized to approve a Local Option Disaster Credit for taxes payable in the year following the disaster for homestead and non-homestead properties.

One property suffered catastrophic damage that has prevented the owners from occupying their property. Minnesota Statutes Section 273.1233, provides that an owner of a property may apply for a tax reduction payable in the year the destruction occurs if 50% or more of the property has been unintentionally or accidentally destroyed, or destroyed by arson or vandalism by someone other than the owner. Minnesota Statutes Section 273.1235, provides for a tax credits in the year following the destruction.

Under Minnesota Statutes Sections 273.1233 and 273.1235, the authority for final approval is granted to the County Board of Commissioners. The County Assessor Department recommends that the Ramsey County Board of Commissioners approve the property on the attached list for a local option reduction or credit of tax, as calculated by County Assessor Department under Minnesota Statutes Sections 273.1233 and 273.1235.

The required application has been received, reviewed and approved by the Ramsey County Assessor and the property is eligible for a reduction as authorized by Minnesota Statutes Sections 273.1233 and 273.1235.

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

☐ Well-being

☒ Prosperity

☐ Opportunity

☒ Accountability

**Racial Equity Impact**

Language, racial or cultural issues can create barriers to access and/or to understand the abatement process. The department has allowed for property reviews to be completed by phone or email if all the necessary supportive information is provided by mail or electronically when requested. This allows for more flexibility in the service delivery for property owners who are unable to be present at their property during working hours, thus resulting in a more accurate assessment and less abatements due to potential errors. Information regarding abatements can be found on Ramsey County's [website](https://www.ramseycounty.us/residents/property-home/taxes-values/homestead) <https://www.ramseycounty.us/residents/property-home/taxes-values/homestead>, which can be viewed in multiple languages. The County Assessor's Department also has bilingual staff who are available to assist with

questions or concerns from Hmong and Spanish speaking customers.

**Community Participation Level and Impact**

The community is informed about this action through County Board action, which is published on the County's website at

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

☒ Inform

☐ Consult

☐ Involve

☐ Collaborate

☐ Empower

**Fiscal Impact**

Abatements result in a reduction in property tax revenue for Ramsey County and other taxing authorities. The reduction in total local and state property tax for the one (1) property qualifying for tax abatement is \$12,802.00.

**County Manager Comments**

County Board of Commissioner's approval is required for Local Option Disaster Tax Abatements and Credits under Minnesota Statutes Sections 273.1233 and 273.1235.

**Last Previous Action**

On Dec 17, 2019, the County Board approved a policy establishing the delegation of authority to the County Auditor/Treasurer of abatements less than \$10,000 (Resolution B2019-301).

**Attachments**

1.May 11, 2021 County Board List

## Abatements over \$10,000 for County Board consideration May 2021

Board Meeting Date: May 11, 2021

ABATEMENT NUMBER/ TYPE	OWNER/MAILING ADDRESS	CMR DIST *	PIN/PROPERTY ADDRESS	TAX PAY YEAR	PRESENT TAXABLE VALUE/ CLASS	RECOMMENDED NEW TAXABLE VALUE/ CLASS	CHANGE IN TAXABLE VALUE/ CLASS	ACTUAL REDUCTION IN TAX DOLLARS	REASON FOR REDUCTION
AY212017 Local Option Disaster	MATTHEW MICHEL  UNIVERSAL ENGINEERING SERVICES NOELNA HOLDINGS LLC  1145 Snelling Ave N Saint Paul MN 55108- 2726	4	282923110038  1611 WYNNE AVE ST PAUL, MN 55108-2707	2020	\$702,900/ 3a Commercial/ other	\$208,000/ 3a Commercial/ other	(\$494,900) 3a Commercial / other	8 months relief (\$12,802.00)	An abatement application was filed with the Ramsey County Assessor on 12/16/2020. The building was damaged by fire on 4/14/2020 and was not habitable by 12/31/2020. The building was demolished the day following the disaster and to date has not been rebuilt. The property qualifies for an 8-month disaster abatement.
							<b>GRAND TOTAL</b>	(\$12,802.00)	

# Board of Commissioners

## Request for Board Action

**Item Number:** 2021-244

**Meeting Date:** 5/11/2021

**Sponsor:** County Assessor's Office

**Title**

Property Tax Abatement

**Recommendation**

Approve the property tax abatement, and any penalty and interest, with a reduction of \$10,000 or more for 1790 Larpenteur Ave W Falcon Heights, MN 55113-5736, PIN: 21-29-23-12-0016.

**Background and Rationale**

The Ramsey County Assessor's Department estimates market value and determines property classification, striving to provide an accurate and equitable property assessment. Standards are established to ensure that Ramsey County property owners are provided easy access to the abatement process. Staff who administer abatements follow the strict guidelines described in statute and county administrative code. These staff are available to serve customers by request and can describe the abatement process when providing various appraisal related services. Abatements correcting value and/or classification attempt to ensure that owners are not paying higher taxes than a property is worth, and as a result, reduces the financial burden.

In compliance with Minnesota Statutes, Section 375.192, subdivision 2, and directed by County Board Resolution B2019-301, abatements over a \$10,000 reduction of tax must be approved by the County Board. This abatement has been reviewed and approved by the County Assessor and the County Auditor. According to Minnesota Statutes, Section 375.192, the County Board may consider and grant a reduction or abatement on applications only as they relate to taxes payable in the current year and two prior years provided that the reductions or abatements for the two prior years shall be considered or granted only for (1) clerical error, or (2) when the taxpayer fails to file for a reduction or adjustment due to hardship, as determined by the County Board. The department policy is that a clerical error is one that does not involve judgment, but which may involve the failure of a governmental entity to perform a ministerial act relating to the assessment of property.

For abatements over a \$10,000 reduction of tax, penalty and interest combined, notice must be submitted to the school board and municipality in which the property is located. This abatement has met these requirements. The County Assessor and County Auditor recommend that the Board approve this abatement.

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

☐ Well-being

☒ Prosperity

☐ Opportunity

☒ Accountability

**Racial Equity Impact**

Language, racial or cultural issues can create barriers to access and/or to understand the abatement process. The department has allowed for property reviews to be completed by phone or email if all the necessary supportive information is provided by mail or electronically when requested. This allows for more flexibility in the service delivery for property owners who are unable to be present at their property during working hours, thus resulting in a more accurate assessment and less abatements due to potential errors. Information regarding abatements can be found on Ramsey County's website, which can be viewed in multiple languages. The County Assessor's Department also has bilingual staff who are available to assist with questions or

concerns from Hmong and Spanish speaking customers.

**Community Participation Level and Impact**

The community is informed about this action through County Board action, which is published on the County's website at

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

☒ Inform

☐ Consult

☐ Involve

☐ Collaborate

☐ Empower

**Fiscal Impact**

Abatements result in a reduction in property tax revenue for Ramsey County and other taxing authorities. The reduction in total local and state property tax for the one (1) property qualifying for tax abatement is \$89,030.00.

**County Manager Comments**

County Board approval is required for a value reduction resulting in a change of tax of over \$10,000.

**Last Previous Action**

On Dec 17, 2019, the County Board approved a policy establishing the delegation of authority to the County Auditor/Treasurer of abatements less than \$10,000 (Resolution B2019-301).

**Attachments**

1.May 18, 2021 County Board List



## Abatements over \$10,000 for County Board consideration May 2021

Board Meeting Date: May 11, 2021

ABATEMENT NUMBER/ TYPE	OWNER/MAILING ADDRESS	CMR DIST*	PIN/PROPERTY ADDRESS	TAX PAY YEAR	PRESENT TAXABLE VALUE/ CLASS	RECOMMENDED NEW TAXABLE VALUE/ CLASS	CHANGE IN TAXABLE VALUE/ CLASS	ACTUAL REDUCTION IN TAX DOLLARS	REASON FOR REDUCTION
AT212029 Correct Error Exempt	CARL AND ELOISE POHLAD FAMILY FOUNDATION  1790 LARPEUR AVE W FALCON HEIGHTS, MN 55113-5736	3	212923120016  1790 LARPEUR AVE W FALCON HEIGHTS, MN 55113-5736	2021	\$2,627,100/ 3a Commercial/ other	\$0 5e Exempt	(\$2,627,100) 3a Commercial/ other	(\$89,030.00)	This corrective abatement was initiated due to a clerical error. The exempt entity filed in a timely manner which qualified the property for exempt classification. The exempt classification was erroneously missed. This abatement corrects the classification to exempt.
							<b>GRAND TOTAL</b>	(\$89,030.00)	

# Board of Commissioners

## Request for Board Action

**Item Number:** 2021-232

**Meeting Date:** 5/11/2021

**Sponsor:** Property Management

**Title**

Amended and Restated Lease Agreement and Cooperative Agreement with the City of Saint Paul.

**Recommendation**

1. Approve the amended and restated lease agreement with the City of Saint Paul, 15 Kellogg Boulevard West, St. Paul, MN 55102 for the 7.24-acre property in Maplewood to be used as a shooting range through December 31, 2073.
2. Authorize the Chair and Chief Clerk to execute the lease agreement.
3. Approve the Cooperative Agreement with the City of Saint Paul, 15 Kellogg Boulevard West, St. Paul, MN 55102, providing \$60,000 in funding for the purchase of sound suppressors to be used at the shooting range.
4. Authorize the Chair and Chief Clerk to execute the Cooperative Agreement.

**Background and Rationale**

Ramsey County and the City of Saint Paul (City) are parties to a 99-year lease, January 1, 1975 to December 31, 2073, for a 7.24-acre property in Maplewood to be used by the City as an outdoor pistol range. The lease provided that the City could make improvements to the property related to their use of the outdoor pistol range and several such improvements have been constructed.

Ramsey County and the City are amending and restating the Lease Agreement to clarify and expand the terms of the agreement to be consistent with current conditions and use. Amending and restating the lease accomplishes the following:

1. Expands the use to training and certification programs for the City's Police Department to firearms other than pistols.
2. Establishes access rights for Ramsey County to the property.
3. Establishes obligations on the City including informing the community related to the hours of operation and generally using sound suppressors for training with long guns.
4. Clarifies liability and indemnification provisions.

As a consideration of the neighboring properties, Ramsey County finds it in the public interest to contribute to the cost of the sound suppressors to be used by the City on long guns at the training facility. Ramsey County and the City agreed to a Cooperative Agreement whereby Ramsey County will provide \$60,000 to the City for the purchase of the sound suppressors to be used at the training facility. Funding will be provided by June 30, 2021.

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

☐ Well-being      ☐ Prosperity      ☐ Opportunity      ☒ Accountability

**Racial Equity Impact**

There is no known racial equity impact from approving the amended and restated lease.

**Community Participation Level and Impact**

The information about this action is available through the County Board documentation that is published on the County's website:

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

☒ Inform      ☐ Consult      ☐ Involve      ☐ Collaborate      ☐ Empower

**Fiscal Impact**

The amended and restated lease agreement does not have a fiscal impact. If approved, the \$60,000 in funding for the Cooperative Agreement is coming from the Unallocated General Fund.

**County Manager Comments**

County Board approval is required for all real estate transactions.

**Last Previous Action**

On November 25, 1974, the County Board approved the Real Property Lease between the County and the City of Saint Paul through December 31, 2073. (B9-2676).

**Attachments**

1. Lease Agreement.
2. Cooperative Agreement.

## AMENDED AND RESTATED LEASE AGREEMENT

This Amended and Restated Lease Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021 (“Effective Date”), by and between the County of Ramsey, a municipal subdivision of the State of Minnesota (“Landlord” or “County”), and the City of Saint Paul, a Minnesota municipal corporation (“Tenant” or “City”).

### RECITALS

WHEREAS, the County and the City entered into that certain Real Property Lease dated November 4, 1974 (the “1974 Lease”), for certain real property (the “Leased Premises”) consisting of 7.24 acres and legally described as set forth in **Exhibit A** and as depicted in **Exhibit B**; and

WHEREAS, the 1974 Lease was for a term of 99 years beginning on January 1, 1975, and ending on December 31, 2073; and

WHEREAS, the 1974 Lease permitted the City to use the Leased Premises as an outdoor pistol range; and

WHEREAS, the 1974 Lease allowed the City to make alterations, attach fixtures or signs, or erect structures on the Leased Premises, with the City retaining ownership of such alterations, fixtures, signs, and structures; and

WHEREAS, the City has held exclusive use of the Leased Premises for this purpose, and has erected and constructed the following improvements: a 25-yard target range; a 50-yard target range; an open canopy building south of the 25-yard target range; a small training classroom/storage building; a small office building with bathroom; a tactical simulation range area with several small outbuildings surrounding an open yard (collectively, the “Improvements”); and

WHEREAS, the Leased Premises also includes a 1-acre pond that is not used by the City, and serves as a collection pond for stormwater run-off from the Leased Premises and surrounding County-owned property (the “Pond”); and

WHEREAS, the Leased Premises is served with City utilities (water, sanitary sewer, electric, and gas), paid at City expense; and

WHEREAS, in 1989 the City purchased an adjacent 4.74-acre, vacant parcel to the west of the Leased Premises to serve as noise buffer; and

WHEREAS, the City has on-going need of the Leased Premises for training and shooting certification purposes by the City’s Police Department, including training with and certification on firearms other than pistols; and

WHEREAS, the City and the County have entered into a cost-share agreement for the purchase of sound suppressors for firearms used on the Leased Premises; and

WHEREAS, it is in the public's interest for the continued use of the Leased Premises as set forth herein.

**NOW THEREFORE**, based on the mutual promises and the terms and conditions stated herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the County and the City agree as follows:

1. **Incorporation of Recitals and Exhibits.** The City and the County agree that the Recitals and Exhibits are correct and are incorporated herein.
2. **Agreement.** The County agrees to lease to the City and the City agrees to lease from the County the Leased Premises, according to the terms and conditions set forth herein.
3. **Purpose.** The Leased Premises may be used and occupied by the Saint Paul Police Department ("SPPD") for departmental training and shooting certification purposes. The SPPD may use the Leased Premises in conjunction with its law enforcement partners for joint training purposes, so long as representatives of the SPPD are participating in the joint training (collectively, the "Permitted Use").
4. **Term.** This Agreement will be for a term Commencing on the Effective Date and ending on December 31, 2073. Either party may terminate this Agreement at any time with the consent of the other party.
5. **Utilities.** The City shall pay for all utilities serving the Leased Premises.
6. **Community Obligations.** The City shall
  - a. generally but not exclusively use sound suppressors on all non-handgun firearms, and, when practicable, provide not less than 24 hours' notice to nearby community groups when sound suppressors will not be in use for an extended period of time;
  - b. continue to provide a schedule of all activity on the Leased Premises to nearby community groups;
  - c. generally restrict hours of active use of the Leased Premises to 8:00 a.m. through 4:00 p.m., and generally only on weekdays; and
  - d. generally restrict use of the Leased Premises to officers of the SPPD, while occasionally cross-training with other law enforcement partners.
7. **Condition of the Leased Premises.** The City has examined the Leased Premises and accepts the same in its current condition "AS IS" and "WITH ALL FAULTS". The County makes no representation or warranty, express or implied, or arising by operation of law, including but not limited to, any warranty of fitness for a particular purpose, merchantability, habitability, suitability, or condition. The City acknowledges that the City has not relied on any representation or warranties by the County in entering into this Agreement.
8. **Use of the Leased Premises.** The City will use the Leased Premises only for the Permitted Use and will not commit waste upon the Leased Premises. The City, at its sole expense, will

maintain the Leased Premises, with the exception of the Pond, in good repair and make all necessary repairs thereto. The City will not use the Leased Premises for any unlawful purpose or in any manner that with materially harm the County's interest in the Leased Premises.

9. **Future Improvements.** The City may make improvements, alterations, additions, or other changes to the Leased Premises ("Future Improvements") without written approval of the County. However, a courtesy copy of any plans for Future Improvements shall be provided to the County, upon commencement of construction. The City agrees that any construction will be performed in a good and workmanlike manner and will comply with applicable laws. Prior to commencing construction of any improvements beyond the existing Improvements, the City, at its own expense, will obtain all required permits from any applicable regulating agency. All Future Improvements will remain the property of the City upon termination of this Agreement. The City has the right to erect any lawful sign on the Leased Premises.

10. **No Encumbrances.** The City does not have the right to grant a mortgage, deed of trust, or other security instrument in the City's interest in the Leased Premises. The City does not have the right to grant an easement, license, permit, or any other encumbrance on the Leased Premises.

11. **Compliance with Laws.** The City covenants and agrees to comply with all federal, state, and local laws, regulations, and ordinances affecting the Leased Premises and use of the Leased Premises, including applicable environmental laws. It is understood that there may be some potential environmental impact or by-product from the Permitted Use, which impact or by-product is not prohibited by this Agreement.

12. **Hazardous Substances.** Except to the extent required for the Permitted Use, the City will not keep or store on the Leased Premises any item of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire or explosion on the Leased Premises, or that might be considered hazardous or extra hazardous by any responsible insurance company.

13. **Insurance.** The County and the City shall acquire during the term of this Agreement the following coverage:

#### COMPREHENSIVE GENERAL LIABILITY INSURANCE

- a. The County is self-insured for comprehensive general liability, pursuant to Minnesota Statutes Chapter 466.
- b. The City is self-insured for comprehensive general liability, pursuant to Minnesota Statutes Chapter 466.

14. **Waiver of Subrogation.** The County and the City each waive any and all claims or rights to recovery against the other party for any loss or damage to the extent such loss or damage is covered by insurance or would be covered by insurance as required under this agreement. The County and the City will cause each insurance policy carried by the County or the City relating to the Leased Premises to include or all a full waiver of any subrogation claims.

15. **Indemnification.** The City shall protect and indemnify the County from and against all claims, demands, judgments, and charges arising out of or occasioned by the Permitted Use, and construction and maintenance of Improvements or Future Improvements upon the Leased Premises.

16. **Limitation of Liability.** The County is not responsible for any loss, claim, damage, or expense as a result of any accident, injury, or damage to any person or property occurring anywhere on the Leased Premises, as a result of the Permitted Use, unless resulting from the negligence or willful misconduct of the County. Notwithstanding the foregoing:

- a. Each party agrees that it will be responsible for its own acts and omissions and the acts and omissions of its officers and employees and any liability resulting therefrom to the extent authorized by law. No party shall be responsible for the acts of the others and the results thereof. Each party agrees to promptly notify all parties if it becomes aware of any potential claim(s) or facts giving rise to such claims.
- b. The terms of this Agreement are not to be construed as, nor operate as, waivers of a party's statutory or common law immunities or limitations on obligations set forth in this Section and otherwise in this Agreement, are expressly limited by the provisions of Minnesota Statutes Chapter 466, Minnesota Statutes Chapter 604, Minnesota Statutes Section 471.59, and any other applicable law or regulation providing limitations, defenses or immunities to the parties.

17. **Access to the Leased Premises.** The County or its agents may have access to the Leased Premises at reasonable times, and upon three (3) days' notice to the City.

18. **Surrender of the Leased Premises.** The City shall return the Leased Premises to the County upon termination of this Agreement in good condition and repair, ordinary wear and tear excepted. Within 60 days following the termination of this Agreement, the City shall remove all Improvements and Future Improvements, as well as all equipment, materials, fixtures, and other personal property belonging to the City from the Leased Premises. Any property left on the Leased Premises after 60 days following the termination of this Agreement will be deemed abandoned by the City and may be retained by and disposed of by the County.

19. **Recording.** The County, at the County's expense, shall record this Agreement with the Ramsey County Recorder within 45 days of execution of this Agreement. Any future amendments to this Agreement shall be recorded at the County's expense.

20. **Relationship of the Parties.** Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, or other fiduciary relationship between the City and the County as related to the Leased Premises, other than landlord and tenant. Neither party is authorized to act as an agent or on behalf of the other party.

21. **Assignment and Subletting.** The City will not assign this Agreement as to all or any portion of the Leased Premises or make or permit any total or partial sublease or other transfer of all or any portion of the County.

22. **Quiet Enjoyment.** The City agrees it will comply with and perform all obligations under this Agreement, which entitles the City to peaceably and quietly hold and enjoy the Leased Premises for the Permitted Use during the Term.

23. **Force Majeure.** Neither the County nor the City shall be responsible for any delays or failure to perform any of its obligations under this Agreement if the party is delayed or prevented from performing due to any of the following: any acts of God, casualty, accident, breakage, repairs, strike or labor troubles, terrorist acts, war, governmental restrictions, acts of governments or government authorities, or other similar of dissimilar cause whatsoever, which is beyond the reasonable control of the party.

24. **Notices and Demands.**

a. A notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given if it is dispatched by registered or certified mail, postage pre-paid, return receipt requested, and addressed to the party at the addresses listed below with receipt thereof presumed on the third business day thereafter. Either party may designate another address, or attorney for receipt of notices pursuant to this Agreement by designating in writing and forwarding such writing to the other party as provided in this section.

b. Notices, demands, or other communications to a party under this Agreement shall be sufficiently given if sent by registered or certified mail, postage pre-paid, return receipt requested, and addressed to the party as follows:

*If to the County:*

Ramsey County Property Management  
ATTN: Director  
121 Seventh Place East, Suite 2200  
St. Paul, Minnesota 55101

*If to the City:*

City of Saint Paul  
Financial Services – Real Estate Section  
ATTN: Real Estate Manager  
25 West Fourth Street, Suite 1000  
St. Paul, Minnesota 55102

*With a copy to:*

Ramsey County  
ATTN: County Manager  
250 Courthouse  
15 West Kellogg Boulevard  
St. Paul, Minnesota 55102

25. **No Waiver.** No party shall be deemed to have waived any portion of this Agreement or the exercise of any rights held under this Agreement unless such waiver is made expressly in writing.



26. **Severability.** If any provision or term of this Agreement for any reason is declared invalid, illegal or unenforceable, such decision shall not affect the validity of any remaining provisions, provided that: (i) each party receives the substantial benefit of its bargain with respect to the transaction completed hereby; and (ii) the ineffectiveness of such provision would not result in such a material change as to cause completion of the transactions contemplated hereby to be unreasonable for either party. The remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties that they would have executed the remaining portions of this Agreement without including any such part or portion which may be hereafter declared invalid.

27. **Signatures/Execution.** Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document containing, or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is transmitted by any electronic means, including without limitation a facsimile version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

28. **Governing Law.** The County and the City agree that the laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the undersigned parties and performance under it without regard to the principles of conflicts of law. The language of this Agreement is and shall be deemed the result of negotiation among the parties and their respective legal counsel and shall not be strictly construed for or against any party. Each party agrees that any action arising out of or in connection with this Agreement shall be brought solely in the courts of the State of Minnesota, Second Judicial District, or the United States District Court for the District of Minnesota.

29. **Entire Agreement; Prior Leases.**

- a. This Agreement represents the entire agreement between the County and the City. This Agreement supersedes all prior discussions, licenses, understandings, and other agreements of the parties, oral or written, relating to the transaction represented hereby.
- b. This Agreement amends and restates the 1974 Lease. All rights and obligations of the parties, and remedies available to the parties shall be governed by this Agreement.

- c. **Amendments.** This Agreement may not be modified except in writing signed and acknowledged by both parties.

30. **Headings.** The section headings herein are for reference purposes only and shall not otherwise affect the meaning, construction, or interpretation of any provision of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement through their duly authorized officers and representative on the day and year first written above.

**RAMSEY COUNTY**

**CITY OF SAINT PAUL**

By: \_\_\_\_\_  
Chair  
Ramsey County Board of Commissioners

By: \_\_\_\_\_  
Its: Mayor or designee

By: \_\_\_\_\_  
Chief Clerk  
Ramsey County Board of Commissioners

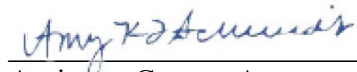
By: \_\_\_\_\_  
Its: City Clerk

*Recommending Approval:*

By: \_\_\_\_\_  
Its: Director, Office of Financial Services

\_\_\_\_\_  
Director, Property Management

*Approved as to Form:*

  
\_\_\_\_\_  
Assistant County Attorney

*Approved as to Form:*

\_\_\_\_\_  
Assistant City Attorney

This instrument was drafted by:  
Ramsey County Attorney's Office  
121 7<sup>th</sup> Place East, Suite 4500  
St. Paul, MN 55101

## **EXHIBIT A**

### Legal Description of the Leased Premises

The west 600 feet of the South 525 feet of the Southeast Quarter of the Southeast Quarter of Section 12, Township 28, Range 22, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Ramsey County, Minnesota.

## **EXHIBIT B**

### Aerial Depiction of the Leased Premises



## COOPERATIVE AGREEMENT

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Ramsey County, a political subdivision of the State of Minnesota (“County”), and the City of Saint Paul, a Minnesota municipal corporation (“City”).

### RECITALS

- A. The County and the City entered into that certain Real Property Lease dated November 4, 1974 (the “1974 Lease”), for certain real property (the “Leased Premises”) consisting of 7.24 acres and legally described as set forth in **Exhibit A**.
- B. The 1974 Lease permitted the City to use the Leased Premises as an outdoor pistol range for a term of 99 years;
- C. Pursuant to the 1974 Lease, the City has made improvements to the Leased Premises, and uses the Leased Premises for training purposes for the City’s Police Department;
- D. On \_\_\_\_\_, 2021, the County and the City entered into an Amended and Restated Lease Agreement (the “2021 Lease”), which clarifies the rights and responsibilities of the parties for use of the Leased Premises; and
- E. As a consideration of the neighboring properties, the City has agreed to implement the use of noise suppressors for training with long guns, and the County finds it in the public interest to contribute to the cost of the suppressors.

**NOW THEREFORE**, based on the mutual promises and the terms and conditions stated herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the County and the City agree as follows:

- 1. **Terms.** The County shall pay to the City a lump sum in the amount of exactly \$60,000.00, no later than June 30, 2021, which the City shall use to procure noise suppressors for long guns used at the Leased Premises (“Suppressors”). Any Suppressors shall be the sole property of the City, and the County shall have no ownership interest or responsibility for the Suppressors whatsoever. The County shall have no responsibility or liability of the City, whether intentional or negligent, in the City’s use of the Suppressors.
- 2. **Data Practices.** The parties shall comply with the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and any other applicable statutes, any state rules adopted to implement the Act, as well as federal statutes and regulations related to data privacy.
- 3. **Hold Harmless and Insurance.**
  - a. Each party agrees that it will be responsible for its own acts and the acts of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting

therefrom, to the extent authorized by law, and shall not be responsible for the acts of the other parties or their employees, elected officials, and agents, or for any liability resulting therefrom. Each party's liability shall be governed and limited by Minnesota Statutes, Chapter 466, and other applicable law.

- b. Each party agrees to defend and hold harmless the other Parties, their employees, elected officials, and agents from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the party, its employees, elected officials, or agents, in the performance or failure to perform its obligations under this Agreement. Nothing herein shall be deemed a waiver by any Party of its limitations on liability, defenses or immunities under Minnesota Statutes, Chapter 466, or other state or federal law.
- c. Each party warrants that it is able to comply with the foregoing requirements through commercial insurance or a self-funding program.
- d. All insurance policies or self-insurance certificates shall be open to inspection by the other party and copies of the policies or certificates of self-insurance shall be submitted to a party upon request.

#### 4. **Miscellaneous.**

- a. *Incorporation of Recitals and Exhibit.* The City and the County agree that the Recitals and Exhibit are correct and are incorporated herein.
- b. *Audit.* Until the expiration of six years after the furnishing of services pursuant to this Agreement, the City, 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 City relating to this Agreement.
- c. *Interpretation of Agreement; Venue.* This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate State or Federal District Court in Ramsey County, Minnesota.
- d. *Severability.* If any provision or term of this Agreement for any reason is declared invalid, illegal or unenforceable, such decision shall not affect the validity of any remaining provisions. The remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated and it is hereby declared the intention of the parties that they would have executed the remaining portions of this Agreement without including any such part or portion which may be hereafter declared invalid.

- e. *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.
- f. *Entire Agreement.* This written Agreement, including any attachments, represent the entire and integrated agreement between the parties hereto and supersede all prior negotiations, representations, or contracts, either written or oral, regarding the subject matter of this Agreement. No subsequent agreement between the County and the City 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.
- g. *Signatures/Execution.* Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document containing, or to which there is affixed, an electronic signature shall be deemed (i) to be “written” or “in writing,” (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, “electronic signature” also means a manually signed original signature that is transmitted by any electronic means, including without limitation a facsimile version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party’s failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement through their duly authorized officers and representative on the day and year first written above.

*[Signature page follows]*

**RAMSEY COUNTY**

By: \_\_\_\_\_  
Ryan T. O'Connor  
County Manager

*Approval Recommended:*

By: \_\_\_\_\_  
Jean R. Krueger  
Property Management Director

*Approved as to form:*

By: Amy K. Schmitt  
Assistant County Attorney

**CITY OF SAINT PAUL**

By: \_\_\_\_\_  
Its: Chief of Police

By: \_\_\_\_\_  
Its: Director of Financial Services

By: \_\_\_\_\_  
Its: Mayor or designee

*Approved as to form:*

By: \_\_\_\_\_  
Assistant City Attorney



## **EXHIBIT A**

### Legal Description of the Leased Premises

The west 600 feet of the South 525 feet of the Southeast Quarter of the Southeast Quarter of Section 12, Township 28, Range 22, according to the plat thereof on file and of record in the office of the Register of Deeds in and for Ramsey County, Minnesota.

# Board of Commissioners

## Request for Board Action

**Item Number:** 2021-226

**Meeting Date:** 5/11/2021

**Sponsor:** Library

### Title

Closeout Ramsey County Library - Shoreview Capital Improvement Program project to partially fund the Ramsey County Library-Maplewood Renovation project.

### Recommendation

Approve the closeout of the Ramsey County Library (RCL) - Shoreview Capital Improvement Program project and transfer \$757,019.44 to the RCL-Maplewood Remodel project. Subsequently return \$757,019.44 from the RCL-Maplewood Remodel Project to the Library Operations Fund.

### Background and Rationale

Board Resolution 2015-311 approved the Capital Improvement Program project for the Ramsey County Library-Shoreview new construction build utilizing bond funding. Subsequently, additional funds were approved through Board Resolution 2016-049. In total, \$18,606,500 was approved. The new library opened in January 2017. All expenses related to the construction have been paid and a project balance of \$757,019.44 remains.

On December 17, 2019, the Ramsey County Board of Commissioners approved the 2020 Capital Improvement Program Financing, including \$1,000,000 for the Ramsey County Library-Maplewood Remodel project (B2019-323B). Subsequently, on January 14, 2020, the County Board of Commissioners amended the Capital Improvement Program Budget and Financing Plan to change the funding sources to utilize existing Library Operating Fund balances rather than sell county-issued general obligation bonds (B2020-019). Funding in the amount of \$884,399 was transferred from the Library Operating Fund to the RCL-Maplewood Project and \$115,601 was funded by bond premium proceeds and interest.

On December 15, 2020, the Ramsey County Board of Commissioners approved and adopted the 2021 Capital Improvement Program and Budget Financing including financing changes related to the RCL-Maplewood Remodel Project (B2020-258). Funds from the Library Operating Fund totaling \$2,769,005 replaced bond proceeds for this project.

All outstanding expenditures related to the RCL-Shoreview have been paid and the remaining balance of \$757,019.44 needs to be closed. Staff requests the remaining balance be transferred to the RCL-Maplewood Remodel Project and subsequently an equal amount be returned to the Library Operating Fund. These two actions allow the Maplewood Library project to be fully funded with Library Operating Fund balance, leaving a minimal balance in the fund at the end of 2021.

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

☐ Well-being      ☐ Prosperity      ☐ Opportunity      ☒ Accountability

### Racial Equity Impact

The Ramsey County Library-Maplewood serves a diverse community of patrons. In a rapid pandemic response during 2020, a temporary service center was placed in the current building to provide better access to a broader array of services for Ramsey County residents. As a component of the remodel plan, service

center and library needs will both be assessed to provide for a potentially full integration of the service center at the library location.

**Community Participation Level and Impact**

This action is operational and internal facing. However, community input related to the Ramsey County Library-Maplewood will be solicited during the design phase.

☒ Inform      ☐ Consult      ☐ Involve      ☐ Collaborate      ☐ Empower

**Fiscal Impact**

Funds in the amount of \$757,019.44 are available to be closed from the Ramsey County Library-Shoreview project to partially finance the Ramsey County Library-Maplewood Renovation project. Subsequently, the total of \$757,019.44 will be returned to the Library Operations Fund and then used to fully fund the Maplewood Library Renovation project. With these actions, the Ramsey County Library-Shoreview project balance will be zero and the Library Operations Fund balance is anticipated to be \$70,342.

**County Manager Comments**

County Board approval is required when remaining funds from Capital Improvement Program projects are requested to be used for a new project.

**Last Previous Action**

On December 17, 2019, the County Board approved the 2020-2025 Capital Improvement Program Plan, the 2020- 2021 Capital Improvement Program Budget, and 2020 Capital Improvement Program Financing (2019-323B).

On January 14, 2020, the County Board approved amended the 2020 Capital Improvement Program Budget and Financing Plan to change the funding sources for the \$19,900,000 of Regular and Major capital projects to be made available from fund balances rather than from the sale of county-issued general obligation bonds (B2020-019)

On December 15, 2020, the County Board approved the 2021 Capital Improvement Program Budget and Financing and approved the following change: Funds from the Library Operating Fund Balance will replace the bond proceeds for the Maplewood Library Remodel Project for \$2,769,005 (B2020-258)

**Attachments**

None.

# Board of Commissioners

## Request for Board Action

**Item Number:** 2021-228

**Meeting Date:** 5/11/2021

**Sponsor:** Finance

### Title

March 2021 Report of Contracts, Grant and Revenue Agreements, Emergency Purchases, Sole Source, Single Source Purchases and Final Payments

### Recommendation

Accept the monthly report of contracts, grant and revenue agreements, emergency purchases, sole source and single source purchases and final payments for the month of March 2021.

### Background and Rationale

This documentation is presented to inform the Board of Ramsey County Commissioners of contracts, grant and revenue agreements, emergency purchases, single source purchases, sole source purchases and final payments approved by the County Manager during March 2021.

Administrative Code 4.46.50c requires a monthly report of all contracts and final payments approved by the County Manager under section 3.40.27. Administrative Code 3.40.33b-c authorizes the County Manager to report emergency purchases and sole source purchases with the monthly contract report. Administrative Code 3.40.39d requires the County Manager to report grant submissions, amendments, renewals, and acceptances along with the monthly contract report. Small order purchases of \$10,000 or less, and contracts approved by County Board action and signed by the Chair are not included in this report.

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

☒ Well-being

☒ Prosperity

☒ Opportunity

☒ Accountability

### Racial Equity Impact

Ramsey County is committed to increasing contract opportunities for the purchases of goods and services from vendors, including non-profits and community based organizations that reflect the diversity of our community. The monthly County Manager contract report reflects all executed contracts, amendments and potential contract exposure using the County Manager's authority.

Ramsey County reports all actual spending on the Ramsey County open data portal, please see [Central Certification Program Small Business Enterprise Spending <https://opendata.ramseycounty.us/stories/s/4hb6-hrjt>](https://opendata.ramseycounty.us/stories/s/4hb6-hrjt). The majority of the actual spending is the result of contracts that have been executed using small order authority, County Board Chair and Chief Clerk authority and County Manager authority.

The graphs on the portal show total procurement spending and disaggregates the data by non-profit, government agencies, small minority-owned, small women-owned, and small minority and women owned businesses and breaks down the small business enterprises by ethnicity. The report is updated monthly based on actual expenditures.

The County continues to create new and expanded opportunities to grow and sustain small and diverse businesses and support established workforce inclusion goals, that include minority, women owned and

minority women owned businesses.

**Community Participation Level and Impact**

This is an aggregate report of contracts and amendments signed by the County Manager via delegated authority. Actual aggregate spend reporting is made available to the public via the [Central Certification Program Small Business Enterprise Spending <https://opendata.ramseycounty.us/stories/s/4hb6-hrjt>](https://opendata.ramseycounty.us/stories/s/4hb6-hrjt) open data portal storyboard. The small business program is currently the closest proxy to local purchasing as the vendors must be primarily located in the 15-county area. This report is used by departments to report their SBE spend to measure their progress against their goals.

Reports like these allow for greater government transparency and accountability by informing the public of the County's contracting activities. Departments are directly involved in the procurement and vendor selection process and support the County's initiative to expand contract opportunities for diverse businesses to strengthen the economic vitality of the community.

☒ Inform      ☐ Consult      ☐ Involve      ☐ Collaborate      ☐ Empower

**Fiscal Impact**

Budgeted funds are available for these contracts through designated department budgets.

**County Manager Comments**

Administrative Code requires this monthly report be brought to the County Board for acceptance.

**Last Previous Action**

None.

**Attachments**

1.Contract Report March 2021

March 2021

CONTRACT NUMBER	CONTRACTS		AMOUNT		PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
	CONTRACTOR'S NAME	DATE SIGNED	OF CONTRACT				
CHS16 AIN DAH YU 01 17	Ain Dah Yung (Our Home) Shelter	28-Jan-20	\$84,429.00		Contract Amendment #4 to provide a contracted partner with American Indian families and Child Protection in order to reduce the disparity of American Indian children in out of home placements and increase the number of American Indian foster care providers. Amendment extends contract from 02/17/2021 through 12/31/2021 . Amendment increases max NTE by \$84,429.00 from \$321,485.00 to \$405,914.00. Agreement is for the period of 01/01/2017 through 12/31/2021.	Social Services	Res. B2019-284, B2020-249
PH000932	SWN Communications Inc.	18-Nov-20	\$17,388.00	*	Contract Amendment #2 to provide automated messaging system for WIC clients. Amendment terminates the contract due to a merger and acquisition. No change in NTE amount. Agreement is for the period of 10/05/2018 through 10/04/2020.	Public Health	3.40.27h
CHS17 PROJECTREMAND02 21	Project Remand Inc.	11-Dec-20	Rate Setting		Contract Amendment #5 to provide Rule 25 Assessments. Amendment terminates ontract due to vendor ending contractual relationship. Agreement is for the period of 01/01/2017 through 12/31/2020.	Human Services	Res. B2019-284
RC-000319	Gerten Greenhouses	06-Jan-21	Rate Setting		Master Contract Amendment #1 to provide primary yard waste receiving site. Amendment extends contract from 01/31/2021 through 01/31/2022. Agreement is for the period of 02/01/2020 through 01/31/2022.	Public Health	3.40.27b
RC-000299	Group Health Plan Inc.	20-Jan-21	Rate Setting		Master Contract Amendment #1 to provide occupational healthcare services. Amendment extends contract from 12/31/2020 through 12/31/2021. Agreement is for the period of 01/01/2020 through 12/31/2021.	Human Resources	Res. B2019-294

SSD 19-047 REBOUND	Rebound Inc	25-Jan-21	Rate Setting	* Contract Amendment #2 to provide culturally specific group homes services for up to Six (6) African American males experiencing emotional and/or behavioral distress. Amendment includes rate changes. Amendment extends contract from 02/03/2021 through 12/31/2021. Agreement is for the period of 01/01/2020 through 12/31/2021.	Social Services	Res. B2019-295
WS-000227	Hired Inc	26-Jan-21	\$112,500.00	Contract Amendment #2 to provide 2020 MFIP Services - Component 1 - Hired increases max NTE by \$112,500.00 from \$2,340,000 to \$2,452,500.00. No change in term. Agreement is for the period of 01/01/2020 through 12/31/2022.	Workforce Solutions	Res. B2019-259
WS-000226	Hmong American Partnership	26-Jan-21	\$112,500.00	Contract Amendment #2 to provide 2020 MFIP Services - Component 1 - HAP increases max NTE by \$112,500.00 from \$2,064,000 to \$2,176,500. No change in term. Agreement is for the period of 01/01/2020 through 12/31/2022.	Workforce Solutions	Res. B2019-259
WS-000229	American Indian Family Center	29-Jan-21	\$75,000.00	Contract Amendment #1 to provide 2020 MFIP Services - Component 1 - AIFC increases max NTE by \$75,000.00 from \$1,162,125.00 to \$1,237,125.00. No change in term. Agreement is for the period of 01/01/2020 through 12/31/2022.	Workforce Solutions	Res. B2019-259
SSD 20-042 DEPENDABLE	Dependable Home Healthcare	1-Feb-21	Rate Setting	Contract Amendment #1 to provide employment services to persons living with disabilities. Amendment contains rate changes. No change to term. Agreement is for the period of 05/01/2020 through 04/30/2023.	Social Services	Res. B2019-284
WS-000224	AVIVO	10-Feb-21	\$112,500.00	Contract Amendment #2 to provide 2020 MFIP Services -Component 1-AVIVO. Amendment increases max NTE by \$112,500.00 from \$2,060,000.00 to \$2,172,500.00. No change in term. Agreement is for the period of 01/01/2020 through 12/31/2022.	Workforce Solutions	Res. B2019-259

CHS17 METROSOCIAL 01 21	Metro Social Services, Inc.	26-Feb-21	\$583.60	Contract Amendment #4 to hire a provider of culturally specific, school-linked mental health (SLMH) services for African American students in grades kindergarten through eight diagnosed with severe emotional disturbance (SED). Amendment contains a 2% COLA increase which increases max NTE by \$583.60 from \$142,724.40 to \$143,308.00. No change in term. Agreement is for the period of 02/21/2017 through 12/31/2021.	Human Services	Res.B2020-249
SSD 18-026 NYSTROM ITS	Nystrom and Associates	26-Feb-21	Rate Setting	Contract Amendment #2 to provide intensive therapeutic services (its) that are designed for children with severe emotional disturbances (sed) or emotional or behavioral disorders (ebd) and their families. Amendment contains a 2% COLA rate increase. No change in term. Agreement is for the period of 01/31/2019 through 12/31/2021.	Social Services	Res. B2020-249
RR0000100	Egan Public Affairs LLC.	1-Mar-21	\$100,000.00	Contract to provide lobbyist to find authors and generate support within the Minnesota Legislature for bill(s) to fund MN's share of the final design, construction and operating subsidy of the Twin Cities-Milwaukee-Chicago Second Train. Agreement is for the period of 02/26/2021 through 02/25/2023.	Public Works	3.40.27c
CC003063	Go Fetsch Mechanical LLC	2-Mar-21	\$250,000.00	Contract to provide mechanical services for Ramsey County facilities. Agreement is for the period of 03/05/2021 through 03/04/2026.	Property Management	3.40.27I
CC003043	OMG Midwest Inc	3-Mar-21	(\$3,481.82)	Contract Amendment #5 to provide 2020 Pavement Bituminous Resurfacing. Amendment decreases max NTE by \$3,481.82 from \$2,246,685.57 to \$2,243,203.75. No change in term. Agreement is for the period of 07/17/2020 through 12/31/2021.	Public Works	Res. B2020-071
SSD 20-048 NWPASSAGE	Northwest Passage, LTD	3-Mar-21	Rate Setting	Contract Amendment #1 to provide child residential treatment facility services. Amendment contains a 2% COLA increase. Agreement is for the period of 07/01/2020 through 06/30/2022.	Social Services	Res. B2019-284



WS-000225	Goodwill/Easter Seals	3-Mar-21	\$112,500.00	Contract Amendment #3 to provide 2020 MFIP Services - Component 1 - Goodwill. Amendment increases max NTE by \$112,500.00 from \$1,895,000.00 to \$2,007,500.00. No change in term. Agreement is for the period of 01/01/2020 through 12/31/2022.	Workforce Solutions	Res. B2019-259
CHS17 JASONLENZO NS 17	Jason Lenzo, Psychiatric Mental Health	4-Mar-21	\$3,713.00	Contract Amendment #4 to provide mental health nurse clinician consultant and medication prescriber. Amendment increases max NTE by \$3,713.00 from \$863,444.00 to \$867,157.00. No change in term. Agreement is for the period of 01/1/2017 through 12/31/2021.	Human Services	Res. B2020-249
SSD 20-007 SASAKIMEDICAL	Sasaki Medical LLC	4-Mar-21	\$4,000.00	Contract Amendment #3 to provide Medical Director services. Amendment contains a 2% COLA increase and raises max NTE by \$4,000.00 from \$200,000.00 to \$204,000.00. No change in term. Agreement is for the period of 01/01/2020 through 12/31/2021.	Social Services	Res. B2020-249
CHS16 WINTHEISER 01 17	Mia Wintheiser	4-Mar-21	Rate Setting	Contract Amendment #5 for psychiatry services for clients of the Assertive Community Treatment (ACT). Amendment contains an 2% COLA increase. Agreement is for the period of 01/01/2016 through 12/31/2021.	Human Services	Res. B2020-249
CHS18 WESTSIDE 01 20	Westside Community Health Services	4-Mar-21	\$7,852.00	Contract Amendment #6 to provide management services for adult Latino, African Americans, Asians and communities of color residents of Ramsey County with mental health needs in a culturally specific manner. Amendment increases max NTE by \$7,852.00 from \$1,622,541.00 to \$1,630,393.00. No change in term. Agreement is for the period of 01/01/2018 through 12/31/2021.	Human Services	Res. B2020-249
SSD 20-78 SWEENEY	Sweeney, Sheila	4-Mar-21	\$125,000.00	Contract to provide psychotherapy for African American mothers and daughters. Agreement is for the period of 03/09/2021 through 03/08/2026.	Social Services	Res. B2019-284

CHS16AMHERST002-71C 20	Amherst H Wilder Foundation	5-Mar-21	Rate Setting	Contract Amendment #5 to provide day Treatment services though an after school program for 15 children ages six through 12 affected by severe emotional disturbance. Amendment extends contract from 12/31/2020 through 12/31/2022. Amendment includes 2% COLA increase to rates starting 01/01/2021 through 12/31/2021. No change in actual NTE amount. Agreement is for the period of 01/01/2016 through 12/31/2022.	Social Services	Res. B2020-238, B2020-249
CHS17 MYHOMEINC02 21	My Home Inc.	8-Mar-21	Rate Setting	Contract Amendment #6 to provide Rule 25 assessments. Amendment contains a 2% COLA increase. Agreement is for the period of 01/01/2017 through 12/31/2021.	Human Services	Res. B2020-249
CHS17 REGIONSADAP01 21	Region's Hospital	8-Mar-21	Rate Setting	Contract Amendment #6 to provide Rule 25 assessments. Amendment contains a 2% COLA increase. Agreement is for the period of 01/01/2017 through 12/31/2021.	Human Services	Res. B2020-249
CHS18 AMHERST 01 20	Amherst H. Wilder Foundation	9-Mar-21	\$301,536.00	Contract Amendment #5 to provide Community Support Program (CSP) to Southeast Asian immigrants and Refugees including Hmong, Karen, Cambodian and Vietnamese in Ramsey County, Minnesota, with the goal of enriching their community experience. Amendment increases max NTE by \$301,536.00 from \$896,280.00 to \$1,197,816.00. Amendment extends contract from 01/21/2021 through 01/21/2022. Agreement is for the period of 01/22/2018 through 01/21/2022.	Human Services	Res. B2016-335, B2020-249
PRK112	Shaw-Lundquist Associates Inc.	9-Mar-21	\$3,407,841.00	Contract to provide design/build part 2 services for the Highland Arena Site Development Project. Agreement is for the period of 03/15/2021 through 03/14/2024.	Parks and Recreation	Res. B2020-166
SSD 20-080 MILLELACSBAND	Mille Lacs Band of Ojibwe	9-Mar-21	Rate Setting	Contract Amendment #1 to provide placement services including Standard Foster Care, Residential Treatment Services, Treatment Foster Care, Teen Parent and Child Foster Care, Structured Supervised Independent Living Program, Shelter, Respite and Full Family Foster Care. Amendment contains a rate increase. No change in term. Agreement is for the period of 01/01/2021 through 12/31/2023.	Social Services	Res. B2020-249

PWKS2021-01	Insight Realty Advisors	10-Mar-21	\$32,100.00	Contract to provide professional appraisal services related to right of way acquisition. Agreement is for the period of 03/22/2021 through 03/21/2022.	Public Works	Res. B2021-040
PRRTF000029	Twin Cities Woodworks	11-Mar-21	\$15,322.51 *	Contract Amendment #4 to provide custom window fabrication for the renovation of a tax-forfeited property located at 735 Margaret Street, Saint Paul, MN, 55107 (4R). Amendment extends the contract from 04/04/2021 through 12/31/2021. No change in amount. Agreement is for the period of 04/05/2019 through 12/31/2021.	Property Tax, Records, and Election Services	3.40.27b
SSD 21-012 ROLLINGHILLS	Rolling Hills Hospital, LLC.	15-Mar-21	Rate Setting	Contract to provide for an adolescent residential treatment facility. Agreement is for the period of 03/11/2021 through 12/31/2023.	Social Services	Res. B2020-249
CC002982	Forest Lake Contracting Inc	15-Mar-21	\$18,721.68	Contract Amendment #28 to provide reconstruction of County Road C. Amendment increases contract NTE by \$18,721.68 from \$11,862,735.92 to \$11,881,457.60. No change in term. Agreement is for the period of 05/10/2019 through 06/30/2022.	Public Works	Res. B2019-049
RRA000075	Kimley-Horn and Associates, Inc	15-Mar-21	\$9,916,129.86 *	Contract Amendment #2 to provide consulting services for the Environmental Analysis Phase of the Rush Line Bus Rapid Transit Project. Amendment extends contract from 04/30/2021 through 07/08/2021. No change in amount. Agreement is for the period of 01/23/2018 through 07/08/2021.	Public Works	Res. R2018-6
CC002960	Redstone Construction LLC	15-Mar-21	\$19,542.78	Contract Amendment #24 for I-694 and Rice Street interchange reconstruction State Project number 6285-158. Amendment increases contract max NTE by \$19,542.78 from \$23,906,935.48 to \$23,926,478.26. No change in term. Agreement is for the period of 1/15/2019 through 12/31/2021.	Public Works	Res. B2018-033
CHS17 METROSOCIAL SILS 22	Metro Social Services Inc.	16-Mar-21	Rate Setting	Contract Amendment #2 to provide Semi Independent Living Services (SILS). Amendment contains a 2% COLA increase. No change to term. Agreement is for the period of 12/15/2017 through 12/14/2022.	Social Services	Res. B2019-284, B2020-249

CHS18 RESCARE SILS 22	Rescare Minnesota, Inc.	16-Mar-21	Rate Setting	Contract Amendment #3 to provide Semi Independent Living Services (SILS). Amendment contains a 2% COLA increase. No change in term. Agreement is for the period of 01/01/2017 through 12/31/2022.	Social Services	Res. B2016-335, B2020-249
PWKS2021-02	WSB & Associates, Inc.	16-Mar-21	\$44,290.00	Contract to provide professional right of way acquisition and relocation services. Agreement is for the period of 03/22/2021 through 03/21/2024.	Public Works	Res. B2021-040
IPRCO000003	Goff Public Inc.	17-Mar-21	\$100,000.00 *	Contract Amendment #1 to provide strategic communications. Amendment extends contract from 06/10/2021 through 06/10/2022. No change in amount. Agreement is for the period of 06/11/2018 through 06/10/2022.	Communications	3.40.27c
CHS18 INFINITY SILS 22	Infinity Independent Living Services LLC	17-Mar-21	Rate Setting	Contract Amendment #2 to provide Semi Independent Living Services (SILS). Amendment contains rate changes. No change to term. Agreement is for the period of 04/01/2018 through 12/31/2022.	Social Services	Res. B2017-326, B2020-249
RC-000108	Reindeer Inc	17-Mar-21	Rate Setting	Master Contract Amendment #2 to provide golf course nutrient, fungicide, pesticide, and herbicide. Amendment extends date of contract from 04/16/2021 through 04/16/2022. Agreement is for the period of 04/17/2017 through 04/16/2022.	Parks and Recreation	3.40.27b
ATTY000336	Kelton Embedded Inc.	17-Mar-21	\$60,000.00	Contract to provide Spanish interpreting services for the County Attorney Youth Delinquency and Adult Prosecution Divisions. Agreement is for the period of 04/01/2021 through 03/31/2023.	County Attorney	M.S. 388
ATTY000335	Morrison, Eva	17-Mar-21	\$20,000.00	Contract to provide consulting services to help develop an implementation plan for systems change in the prosecution function of the County Attorney's Office. Agreement is for the period of 04/01/2021 through 02/28/2022.	County Attorney	M.S. 388

IS000156	Avante Solutions Inc	18-Mar-21	Rate Setting	Contract Amendment #4 to provide a SAAS IT Service Management System. Amendment renews the 100 subscription license units for the IT Service Management System, at an annual cost of \$175,644.00 for the period of March 31, 2021 through March 30, 2022. There is no change to the term of the contract. Agreement is for the period of 05/01/2017 through 04/30/2022.	Information Services	Res. 2011-134
SSD 20-061 WALLACE	Yolanda Wallace	19-Mar-21	Rate Setting	Contract Amendment #1 to provide foster care to children in need of emergency shelter. Amendment contains 2% COLA increase. No change in term. Agreement is for the period of 01/01/21 through 12/31/23.	Social Services	Res. B2019-284
CHS16 DRJWCHASTEK 001 19	Chastek, James	19-Mar-21	Rate Setting	Contract Amendment #5 to provide evaluation, treatment, consultation and referral services for clients of the Ramsey County Mental Health Clinic. Amendment contains a 2% COLA increase. No change in term. Agreement is for the period of 05/01/2016 through 04/30/2021.	Human Services	Res. B2020-249
SSD 18-014 COPPER	Copper Hills Youth Center	19-Mar-21	Rate Setting	Contract Amendment #2 to provide residential treatment services to children and adolescents referred by the County Placing Agents. Amendment includes a 2% COLA increase. Amendment extends contract from 01/17/2021 through 12/17/2021 Agreement is for the period of 12/18/2018 through 12/17/2021.	Social Services	Res. B2020-049
SSD 19-024 DEVEREUX GA	The Devereux Foundation	19-Mar-21	Rate Setting	Contract Amendment #3 to provide residential treatment services through practice models that are unique for youth from ages 10 to 21 years old in a treatment environment. Amendment contains a 2% COLA rate increase. No change to term. Agreement is for the period of 07/01/2019 through 12/31/2021.	Social Services	Res. B2020-049
FASD 19-021 INTERFAITH	Interfaith Action of Greater Saint Paul	19-Mar-21	\$12,000.00	Contract Amendment #2 to provide day shelter services. Amendment increases the NTE by \$12,000 from \$1,200,000 to \$1,212,000.00 due to 2% COLA increase. Agreement is for the period of 12/16/2019 through 12/15/2021.	Financial Assistance Services	Res. B2019-293

CHS17 AMHERST 01 21	Amherst H Wilder Foundation	19-Mar-21	\$3,395.00	Contract Amendment #4 to provide a provider of culturally specific, school-linked mental health (SLMH) services for African American students in grades kindergarten through eight diagnosed with severe emotional disturbance (SED). Amendment contains a 2% COLA increase and increases the contract by \$3,395.00 from \$829,116.00 to \$832,511.00. No change in term. Agreement is for the period of 02/21/2017 through 12/31/2021.	Human Services	Res. B2020-249
SSD 19-048 JOURNEYOFHOPE	Journey of Hope Comm Housing LLC	22-Mar-21	Rate Setting	Contract Amendment #2 to provide African American culturally specific services to the youth and families who are greatly impacted. Amendment contains language changes. Agreement is for the period of 12/01/2019 through 11/30/2021.	Social Services	Res. B2019-296
PH001060	DeYoung Consulting Services, LLC.	22-Mar-21	\$6,925.00	Contract Amendment #1 to provide Public Health learning from the community about the myths, beliefs, and trends of breastfeeding in the U.S. African American Community and will create messaging for and by the community to use in the community to normalize. Amendment increases max NTE by \$6,925.00 from \$63,840.00 to \$70,765.00. No change in term. Agreement is for the period of 06/15/2020 through 11/30/2021.	Public Health	3.40.27c
WS-000217	Hired Inc.	22-Mar-21	\$212,524.00	Contract Amendment #2 to provide services for the Workforce Innovation & Opportunity Act (WIOA) on behalf of Ramsey County. Amendment extends the contract from 03/31/2021 to 03/31/2022. Amendment increases max NTE by \$212,524.00 from \$419,000.00 to \$631,524.00. Agreement is for the period of 10/04/2019 through 03/31/2022.	Workforce Solutions	Res. B2019-085

CHS18 MNCAREPARTNER 01 22	Minnesota Care Partner LLC	22-Mar-21	Rate Setting	Contract Amendment #4 to provide a Diagnostic Assessment (DA) if the family is amenable; To help the family find resources that meet their needs based on the DA; and to coordinate services for the family for a brief period of time. Amendment extends contract from 03/31/2021 through 03/31/2022 and includes a 2% COLA rate increase. Agreement is for the period of 04/01/2018 through 03/31/2022.	Social Services	Res. B2016-335, B2020-249
CC003066	Sunram Construction Inc.	22-Mar-21	\$91,300.00	Contract to provide work to replace the existing Spoon Lake boat launch concrete planks, repair erosion around the boat launch and shoreline. Agreement is for the period of 03/23/2021 through 03/22/2023.	Parks and Recreation	3.40.27b
CHS18 METROSOC 01 22	Metro Social Services Inc	22-Mar-21	Rate Setting	Contract Amendment #4 to provide for the goals of Project Assist. To provide a Diagnostic Assessment (DA) if the family is amenable; To help the family find resources that meet their needs based on the DA; and to coordinate services for the family for a brief period of time. Amendment extends contract from 03/31/2021 through 03/31/2022. Amendment contains 2% COLA rate increase. Agreement is for the period of 04/01/2018 through 03/31/2022.	Social Services	Res. B2016-335, B2019-284
CORADU2019-7	Avertest LLC.	25-Mar-21	Rate Setting	Contract Amendment #1 to provide drug testing analysis and reporting to the Ramsey County Community Corrections and Social Services departments. Amendment contains a rate change. No change to term. Agreement is for the period of 12/09/2019 through 12/08/2024.	Corrections	Res. B2017-323
RC-000107	Schmid Industries	25-Mar-21	Rate Setting	Master Contract Amendment #2 to provide golf course nutrient, fungicide, pesticide, and herbicide. Amendment extends contract date from 04/16/2021 through 04/16/2022. Agreement is for the period of 04/17/2017 through 04/16/2022.	Parks and Recreation	3.40.27b
COMGR000072	Youthprise	25-Mar-21	\$175,000.00	Contract to provide for community healers. Agreement is for the period of 03/24/2021 through 08/31/2021.	County Manager	3.40.27c

RC-000387	Berry Dunn McNeil & Parker LLC.	26-Mar-21	Rate Setting	Master Contract to provide professional consulting services. Agreement is for the period of 03/24/2021 through 12/21/2025.	Information and Public Records Administration	Res. B2020-269, B2021-008
RC-000131	Setzer Pharmacy	26-Mar-21	Rate Setting	Master Contract Amendment #1 to provide pharmaceutical products and services for outpatients as ordered by the County medical personnel for their clients. Amendment extends contract date from 03/31/2021 through 03/31/2022. Agreement is for the period of 04/01/2018 through 03/31/2022.	Social Services	3.40.27b
RC-000130	Lloyd's Pharmacy	26-Mar-21	Rate Setting	Master Contract Amendment #1 to provide pharmaceutical products and services for outpatients as ordered by the County medical personnel for their clients. Amendment extends contract date from 03/31/2021 through 03/31/2022. Agreement is for the period of 04/01/2018 through 03/31/2022.	Social Services	3.40.27b
CC002975	Sir Lines A Lot	26-Mar-21	Rate Setting	Contract Amendment #1 to provide all supplies, equipment, materials and labor required for removal of existing pavement markings and installation of new pavement markings on an as needed basis. Amendment extends contract from 04/30/2021 thorough 04/30/2022. Agreement is for the period of 05/01/2019 through 04/30/2022.	Public Works	3.40.27b
WS-000218	Hmong American Partnership	29-Mar-21	\$129,840.00	Contract Amendment #2 for Workforce Innovation and Opportunity Act Youth Services 2019-2020. Amendment extends contract from 03/31/2021 through 03/31/2022. Amendment increases max NTE by \$129,840.00 from \$220,000.00 to \$349,840.00. Agreement is for the period of 10/01/2019 through 03/31/2022.	Workforce Solutions	Res. B2019-085
WS-000228	YWCA of St. Paul	29-Mar-21	\$112,500.00	Contract Amendment #2 to provide 2020 MFIP Services - Component 1 - YWCA. Amendment increases max NTE by \$112,500.00 from \$1,645,000.00 to \$1,757,500.00. No change in term. Agreement is for the period of 01/01/2020 through 12/31/2022.	Workforce Solutions	Res. B2019-259



WS-000219	YWCA of St. Paul	29-Mar-21	\$126,177.00	Contract Amendment #2 for Workforce Innovation and Opportunity Act Youth Services 2019-2020. Amendment extends contract from 03/31/2021 through 03/31/2022. Amendment increases max NTE by \$126,177.00 from \$256,625.00 to \$382,802.00. Agreement is for the period of 10/01/2019 through 03/31/2022.	Workforce Solutions	Res. B2019-085
CC002960	Redstone Construction LLC	30-Mar-21	\$14,739.00	Contract Amendment #25 for I-694 and Rice Street interchange reconstruction State Project number 6285-158. Amendment increases contract max NTE by \$14,739.00 from \$23,926,478.26 to \$23,941,217.26. No change in term. Agreement is for the period of 1/15/2019 through 12/31/2021.	Public Works	Res. B2018-033
CHS17 HANDYHELPLLC 21	Handyhelp LLC	30-Mar-21	Rate Setting	Contract Amendment #5 for providing Chemical Use Assessments to those referred to the county. Amendment for 2% COLA increase and extends the agreement from 12/31/2020 to 12/31/2021. Agreement is for the period of 1/01/2019 through 12/31/2021.	Human Services	Res. B2015-415, B2020-249
RC-000135	Precision Landscape and Tree Inc.	30-Mar-21	Rate Setting	Master Contract Amendment #1 to provide tree trimming and removals. Amendment extends contract from 04/30/2021 through 04/30/2022. Agreement is for the period of 05/01/2018 through 04/30/2022.	Public Works	3.40.27b
SSD 18-028 METRO ITS	Metro Social Services Inc	30-Mar-21	Rate Setting	Contract Amendment #2 for intensive therapeutic services (ITS) designed for children with severe emotional disturbances (SED) or emotional or behavioral disorders (EBD) and their families. Amendment accounts for a 2% COLA increase. No change in term. Agreement is for the period of 1/18/2019 through 12/31/2021.	Social Services	Res. B2020-249
CHS17 RESTORATION01 21	Restoration Behavioral Health Group Hold	31-Mar-21	Rate Setting	Contract Amendment #6 to provide Rule 25 Assessments. Amendment contains a 2% COLA increase. No change in term. Agreement is for the period of 01/01/2017 through 12/31/2021.	Human Services	Res. B2020-249

HR0125	HealthPartners	31-Mar-21	\$240,000.00 *	Contract Amendment #1 to provide for the Employee Assistance Program. Amendment extends contract from 03/31/2021 through 06/30/2021. No change in NTE amount. Agreement is for the period of 04/01/2016 through 06/30/2021.	Human Resources	Res. B2021-066
SSD 18-027 FACETOFACE ITS	Face to Face	31-Mar-21	Rate Setting	Contract Amendment #2 to provide Intensive therapeutic services are designed for children with severe emotional disturbances or emotional or behavioral disorders (EBD) and their families. Amendment contains a 2% COLA increase. No change in term. Agreement is for the period of 01/18/2019 through 12/31/2021.	Social Services	Res. B2020-249
RC-000242	Rumpca Cos Inc	31-Mar-21	Rate Setting	Master Contract Amendment #2 to provide processing and removal of tree and shrub waste generated at four Ramsey County Yard Sites. Amendment extends date from 04/23/2021 through 04/23/2022. Agreement is for the period of 04/24/2019 through 04/23/2022.	Public Health	3.40.27b
CC003012	International Asbestos Testing Laboratory	31-Mar-21	Rate Setting	Contract Amendment #2 to provide analysis of dust wipes, paint chips, soil samples, water, and other materials (e.g. spices) for quantitation of lead content. Amendment contains rate changes and extends contract from 03/31/2021 through 03/31/2022. Agreement is for the period of 04/01/2020 through 03/31/2022.	Public Health	3.40.27b
CHS17 ACUMEN 01 18	Acumen Psychology PLLC	31-Mar-21	Rate Setting	Contract Amendment #3 to provide Rule 20 psychological evaluations for juveniles referred by the court. Amendment contains language and rate changes. Amendment extends contract from 12/31/2020 to 12/31/2021. Agreement is for the period of 2/1/2017 through 12/31/2021.	Social Services	Res. B2016-335, B2020-249

CHS16KUFUSLAWLLC 01 18	Kufus Law LLC	31-Mar-21	\$100,000.00	* Contract Amendment #6 to provide legal representation for clients whose family members want to become their legal guardian. Amendment contains a 2% COLA increase. No change in actual NTE amount. Amendment extends contract from 02/04/2021 through 12/31/2022. Agreement is for the period of 01/01/2016 through 12/31/2022.	Social Services	Res. B2020-238.
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**GRANT & REVENUE AGREEMENTS**

Contract Number	GRANTOR	DATE SIGNED	AMOUNT OF GRANT	PURPOSE OF GRANT	DEPARTMENT	AUTHORITY
EGCI000003	Catholic Charities	24-Mar-20	\$24,012.00	Lease Agreement to provide space at Mary Hall for COVID related shelter services. Agreement is for the period of 03/24/2020 through 03/31/2021.	Economic Growth and Community Investment	Res. B2020-146
R000597 RCW PUBW	Rice Creek Watershed	1-Mar-21	\$46,907.32	Revenue Agreement to provide 2021 lake monitoring services. Agreement is for the period of 01/01/2021 through 12/31/2021.	Public Works	3.40.27d
PW2017-17	City of Roseville	1-Mar-21	\$12,040.80	Cooperative Agreement to provide sidewalk construction on Victoria Street between County Road C and Woodhill Drive. Agreement is for the period of 02/01/2021 through 02/01/2061.	Public Works	Res. B2017-039
PW2019-23	City of Roseville	1-Mar-21	\$167,020.00	Cooperative Agreement to provide cost participation for reconstruction of Roseville Library Access to Hamline Avenue (County State Aid Highway 50) at Commerce Street. Agreement is for the period of 02/01/2021 through 02/01/2061.	Public Works	Res. B2019-049
PW2017-18	City of Roseville	01-Mar-21	\$23,315.50	Cooperative Agreement to provide sidewalk construction on County Road B between Dale Street and Sandhurst Drive. Agreement is for the period of 02/01/2021 through 02/01/2061.	Public Works	Res. B2017-039
PW2017-23	City of Roseville	01-Mar-21	\$37,099.40	Cooperative Agreement to provide sidewalk construction on Lexington Avenue between Roselawn Avenue and Burke Ave. Agreement is for the period of 02/01/2021 through 02/01/2061.	Public Works	Res. B2017-039

ISDP-0000012260	LincDoc LLC	01-Mar-21	\$17,710.00	Large Purchase Order to provide renewal of annual maintenance for Ramsey County LincDoc software. Agreement is for the period of 03/02/2021 through 12/31/2021.	Information Services	3.40.33c
PW2021-02	City of Roseville	01-Mar-21	\$100,000.00	Cooperative Agreement to provide for 35W-Cleveland Avenue Interchange Project between County Road C and Iona Lane. Agreement is for the period of 02/01/2021 through 02/01/2061.	Public Works	Res. B2015-096
M000357 CTYAH PUBW	City of Arden Hills	02-Mar-21	\$732,783.60	Cooperative Agreement to provide maintenance for Lexington Avenue between County Road E and I-694. Agreement is for the period of 11/24/2020 through 11/25/2060.	Public Works	Res. B2020-071
M000358 CTYSTATHY PUBW	City of Saint Anthony	02-Mar-21	\$548,498.32	Cooperative Agreement to provide reconstruction of 29th Avenue (Hennepin CSAH 94/County Road C (Ramsey CSAH 23) between New Brighton Boulevard and Long Lake Road. Agreement is for the period of 09/03/2020 through 09/03/2060.	Public Works	Res. B2019-049
M000359 CTYSHRVW PUBW	City of Shoreview	02-Mar-21	\$1,024,588.40	Cooperative Agreement to provide maintenance for Lexington Avenue between County Road E and I-694. Agreement is for the period of 12/20/2020 through 12/20/2060.	Public Works	Res. B2020-071
EGCI000003	Catholic Charities	08-Mar-21	\$24,012.00	Lease Agreement Amendment #1 to provide space at Mary Hall for COVID related shelter services. Amendment increase max NTE by \$24,012.00 from \$24,012.00 to \$48,024.00. Amendment extends contract from 03/31/2021 through 03/31/2022. Agreement is for the period of 03/24/2020 through 03/31/2022.	Economic Growth and Community Investment	Res. B2020-146
EGCI000002	Luther Seminary	09-Mar-21	\$322,872.00	Lease Agreement Amendment #1 to provide lease of space at Luther Seminary for COVID related shelter services. Amendment extends contract from 04/30/2021 through 04/30/2022. Amendment increases max NTE by \$322,872.00 from \$134,530.00 to \$457,402.00. Agreement is for the period of 12/01/2020 through 04/30/2022.	Economic Growth and Community Investment	Res B2020-146
R000598 CRWD PUBW	Capitol Region Watershed District	11-Mar-21	\$39,447.43	Revenue Agreement to provide 2021 Lake Monitoring Services. Agreement is for the period of 01/01/2021 through 12/31/2021.	Public Works	3.40.27d

PHCOVID00001	PathWay Medical Laboratories	16-Mar-21	\$1,000,000.00	* Contract amendment #1 to provide COVID-19 testing. Amendment extends the contract from 05/05/21 to 05/05/22. No change in NTE amount. Agreement is for the period of 05/06/20 through 05/05/22.	Public Health	Res. B2020-061
G000812 BWSR PRK	Board of Water and Soil Resources	16-Mar-21	\$97,693.00	Grant Agreement to provide complete natural restoration work with this grant, including rain gardens, shoreline restorations and well sealing. Agreement is for the period of 03/16/2021 through 12/21/2023.	Parks and Recreation	3.40.39d

#### FINAL PAYMENTS

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE OF FINAL PAYMENT	AMOUNT OF FINAL PAYMENT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
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#### EMERGENCY PURCHASES

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
RECERT-CARES-051	JR Broadcasting	04-Mar-21	\$22,500.00	* Contract Amendment #1 to provide for American Indian Community Conversations. Amendment extends contract from 12/31/2020 through 02/28/2021. No change in NTE amount. Agreement is for the period of 12/03/2020 through 02/28/2021.	Racial Equity and Community Engagement Response Team	Res. B2020-061
FASD COVID19-0075	HandyHelp LLC.	9-Mar-21	\$1,475,947.00	Contract to provide mental and chemical health assessments, resources, services and referrals for homeless clients in Ramsey County's shelters and contracted hotels. Agreement is for the period of 03/08/2021 through 03/07/2022.	Financial Services	Res. B2021-015
COMGR COVID19-0001	Metropolitan Consortium of Community Developers	24-Mar-21	\$120,000.00	Contract Amendment #3 to provide administration of the Ramsey County Small Business Relief Program (the "RC SBR"). Amendment increases max NTE by \$120,000.00 from \$14,000,000.00 to \$14,120,000.00. No change in term. Agreement is for the period of 05/26/2020 through 03/30/2021.	County Manager	Res. B2020-114

COMGR COVID19-0003	Metropolitan Consortium of Community Developers	24-Mar-21	\$75,000.00	Contract Amendment #1 to provide administration of the Ramsey County Small Business Relief Program (the "RC SBR") - State of Minnesota Funds. Amendment increases max NTE by \$75,000.00 from \$10,942,324.00 to \$11,017,324.00. No change in term. Agreement is for the period of 01/27/2021 through 04/30/2021.	County Manager	Res. B2021-014
FASD COVID19-0019	Senior Services Consortium of Ramsey County	31-Mar-21	\$48,453.00	Contract Amendment #3 for Emergency foodservice via home-delivery meals to Ramsey County Residents impacted by COVID19. Amendment increases max NTE by \$48,453.00 from \$578,722.00 to \$627,175.00. No change in term. Agreement is for the period of 07/23/2020 through 06/30/2021.	Financial Services	Res. B2020-061
FASD COVID19-0047	Midway Café and Grill, LLC	31-Mar-21	\$49,600.00	Contract Amendment #2 for Emergency foodservice via home-delivery meals to Ramsey County Residents impacted by COVID19. Amendment increases max NTE by \$49,600.00 from \$667,047.00 to \$716,647.00. No change in term. Agreement is for the period of 10/27/2020 through 06/30/2021.	Financial Services	Res. B2020-061

#### SINGLE SOURCE PURCHASES

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
ATTY000332	Amherst H. Wilder Foundation	25-Mar-21	\$52,500.00	Contract to provide evaluation services on the Ramsey County 2nd Chance Initiative - Adult Diversion. Agreement is for the period of 04/01/2021 through 12/31/2021.	County Attorney	3.40.27c
PRMG000087	Forecast Public Artworks	3-Mar-21	\$20,000.00	Contract to provide consulting and management of public art related to the Judge Cohen Memorial Plaza Project. Agreement is for the period of 03/01/2021 through 02/28/2022.	Property Management	3.40.27c

#### SOLE SOURCE PURCHASES

CONTRACT NUMBER	CONTRACTOR'S NAME	DATE SIGNED	AMOUNT OF CONTRACT	PURPOSE OF CONTRACT	DEPARTMENT	AUTHORITY
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PW2020-22	CBS Squared Inc.	9-Mar-21	\$100,000.00	Contract to provide to provide Project Management (staff augmentation) and project management training services for the Public Works Department. Agreement is the period of 03/08/2021 through 03/07/2022.	Public Works	3.40.33c
SSD 21-007 MCCULLOUGH	McCullough, Jeffrey	26-Mar-21	\$12,500.00	Contract to provide Return on Investment (ROI) analysis of early intervention public health and human service strategies. Detailed investigation of costs and benefits of All Children Excel (ACE) program and its impact on utilization of downstream services. Agreement is for the period of 03/22/2021 through 03/21/2023.	Social Services	3.40.33c